

**HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY**

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**JOINT MEETING OF THE BOARDS OF DIRECTORS**

**APRIL 19, 2021**

**BOARD PACKET**

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**REINVESTMENT ZONE NUMBER**

**TWENTY-ONE**

**CITY OF HOUSTON, TEXAS**

**HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY  
AND  
REINVESTMENT ZONE NUMBER TWENTY-ONE, CITY OF HOUSTON, TEXAS  
NOTICE OF JOINT MEETING**

Notice is hereby given that the Board of Directors of the Hardy/Near Northside Redevelopment Authority (the “Authority”) and the Board of Directors of the Reinvestment Zone Number Twenty-One, City of Houston, Texas (the “Zone”) will hold a joint meeting, open to the public, on **Monday, April 19, 2021, at 9:00 a.m.**, Call-In Number, (346) 248-7799 US (Houston) US (Houston), Meeting ID: 957 8602 5798 Passcode: 715494 and join as a participant to consider, discuss and adopt such orders, resolutions or motions, and take other direct or indirect actions as may be necessary, convenient, or desirable with respect to the following matters:

Meeting can also be attended virtually at:


<https://zoom.us/j/95786025798?pwd=M0xEck5lRkZxVUQxUVNuNGJ4WmZJdz09>

Meeting ID: 957 8602 5798

Passcode: 715494

1. Establish quorum and call to order.
2. Public comments.
3. Approve Minutes from last meeting.
4. Financial and bookkeeping matters, including Financial Report including payment of bills.
5. Fiscal Year 2022 Annual Operating Budget of the Authority and 5-Year CIP of the Zone.
6. Gauge Report on Infrastructure Assessment Study.
7. Presentations, reports, or updates from the Directors, consultants, City of Houston Staff, or others regarding development in the Authority and the Zone and implementation of Project Plan and Reinvestment Zone Financing Plan including:
  - a. N.P. White Oak Apartments; and
  - b. Amendment of Development Agreement for CR V Hardy Yards.
  - c. Letter Adrian Garcia, Commissioner Precinct Two,
    - i. Partnership Grant Application.
8. Discuss meeting schedule including date and time of next meeting for **May 24, 2021, at 9:00 a.m.**
9. Convene in Executive Session pursuant to section 551.087, Texas Government Code, to receive advice from legal counsel and discuss matters relating to pending or contemplated litigation, personnel matters, gifts and donations, real estate transactions, the deployment, or specific occasions for the implementation of, security personnel or devices and or economic development negotiations.
10. Reconvene in Open Session and authorize appropriate action regarding economic development negotiations.
11. Adjourn.

\* In accordance with section 418.016 of the Texas Government Code, as amended, the Texas Governor has temporarily suspended various open meeting statutes that require government officials and members of the public to be physically present at a specified meeting location. As a result, governmental entities, such as Hardy Near Northside Redevelopment Authority and Reinvestment Zone Number Twenty-One, City of Houston, are permitted to meet via telephonic meeting. Members of the public are invited to join the telephonic meeting and may make public comments during the public comment portion of the agenda. The Board of Directors meeting packet can be found at <https://bracewell.sharefile.com/d-s4540969be86b44ef8d7d7a7ee5009ed2>



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Ralph De Leon  
Administrator for the Zone

TAB

THREE



**MINUTES OF REGULAR JOINT MEETING  
OF  
HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY**

January 25, 2021

The Board of Directors (the “Board”) of Hardy/Near Northside Redevelopment Authority (the “Authority”) convened in regular session, open to the public, on the 25<sup>th</sup> day of January 2021, via telephonic communication in accordance with Section 418.016 of the Texas Government Code, as amended, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Edward Reyes	Chair/Investment Officer
Jorge Bustamante	Vice Chair
Sylvia Cavazos	Secretary/
Elia Quiles	Assistant Secretary
Daniel Ortiz	Treasurer
Fernando Zamarripa	Director
Monte Large	Director
Derek St. John	Director

All members of the Board of Directors were present except Director Large, thus constituting a quorum.

Also present were Clark Lord and Brenda Presser of Bracewell LLP; Ralph De Leon of TIFWorks LLC; Brian Jackson of the City of Houston; Muhammed Ali and Derek St. John of Gauge Engineering, Geoff Carleton of TEI: Traffic Engineers, Inc.; Chris Yuko of the Marquette Companies; Melissa Morton of The Morton Accounting Services; There were no members of the public that were present, telephonically, at the meeting.

**1. ESTABLISH QUORUM; CALL TO ORDER**

Director Reyes performed a roll call and noted that a quorum was present. He called the meeting to order.

**2. PUBLIC COMMENTS**

There were no public comments.

**3. MINUTES OF PREVIOUS MEETINGS**

The Board considered approval of the minutes of September 28, 2020. Following discussion, upon a motion made by Director Reyes, and seconded by Director Cavazos and approval of the Minutes were passed by unanimous vote.

**4. BOOKKEEPER'S REPORT**

Ms. Morton provided an overview of the Financial Statements, Investment Report and the Unpaid Bills Report. After review and discussion Director Cavazos motioned to accept the Financial Report and authorize payment of Invoices, which was seconded by Director Bustamante and passed by unanimous vote.

**5. GAUGE REPORT ON CAPITAL IMPROVEMENT PLANT DEVELOPMENT PROJECT**

Mr. St. John and Mr. Carleton provided an update on the on-going Infrastructure Assessment Study including the current analysis of storm water drainage flows and traffic models. No action was taken.

**6. PRESENTATIONS, REPORTS, OR UPDATES FROM DIRECTORS, CONSULTANTS, CITY OF HOUSTON STAFF, REGARDING DEVELOPMENT IN THE AUTHORITY AND ZONE AND IMPLEMENTATION OF PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN INCLUDING:**

- a. **N.P. White Oak Apartments presentation by Chris Yuko.** Chris Yuko provided an overview of the N.P. White Oak Apartment project including working with the City and the Community to obtain a variance for the project. Additionally, Mr. Yuko described the Marquette a Chicago based company and other projects Marquette is currently working on in the Houston area. Director Cavazos inquired about Marquette's meetings with SN 15 and the residents in the vicinity of the planned project. Director Quiles inquired about the proposed retail component on Main Street.
- b. **Board/Committee Meeting Calendar for Year 2021.** Mr. De Leon provide an overview of the Board of Directors and Committee meetings planned for the remainder of calendar year 2021.
- c. **Board Committee Member List.** Mr. De Leon documented the Committee members that were designated at the previous Board meeting and provided a list.
- d. **TML – Declarations of Coverage 12/20/20-12/20/2021.** Mr. De Leon reported that the Auditors have requested publishing the Insurance Policy and associated coverages in the Board materials. No action is required.

**CONVENE IN EXECUTIVE SESSION PURSUANT TO SECTIONS 551.087, CHAPTER 551, TEXAS GOVERNMENT CODE**

The Board did not convene in Executive Session.

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There being no further business to come before the Board, the meeting was adjourned.

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Secretary

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FOUR



**Hardy Near Northside Redevelopment Authority  
Monthly Financial Report Summary  
April Board Meeting  
Monday, April 19, 2021**

At the beginning of January, the Hardy Near Northside Redevelopment Authority (TIRZ #21) beginning Operating Fund Balance was \$721,568. TIRZ #21 received a total of \$81, mainly from banking interest. During the period, TIRZ #21 processed \$64,636 in disbursements during the period. 93% of the disbursements related to disbursements to Gauge Engineering for engineering services (\$59,954). The ending balance as of month end March 31, 2021 was \$657,014.

The invoices pending approval total \$85,048. See attached "Unpaid Bills Detail" Report on page 3. A transfer of \$100,000 will be transferred from the Pool Account to the Operating account to cover outstanding invoices.

**Hardy Near Northside Redevelopment Authority  
General Operating Fund  
As of March 31, 2021**

**General Operating Fund**

<b>BEGINNING BALANCE</b>		\$ 721,568.27
<b>REVENUE</b>		
BBVA Compass	1.56	Monthly Interest
BBVA Compass	1.27	Monthly Interest
BBVA Compass	1.56	Monthly Interest
TexPool Investment	46.52	Monthly Interest
TexPool Investment	20.50	Monthly Interest
TexPool Investment	9.79	Monthly Interest
<b>Total Revenue</b>		81.20
<b>DISBURSEMENTS</b>		
EFT BBVA Compass	15.00	Bank Service Charge
1093 Bracewell LLP	781.75	Legal Services
1094 Gauge Engineering LLC	59,954.50	Engineering Services
1097 TIFWorks LLC	1,050.00	Admin Consultants
1096 The Morton Accounting Services	1,814.22	CPA Services
1095 Texas Municipal League	930.34	Insurance
EFT TexPool	45.00	Wire fee
EFT BBVA Compass	14.20	Bank Service Charge
EFT BBVA Compass	30.75	Bank Service Charge
<b>Total Disbursements</b>		64,635.76
<b>ENDING BALANCE</b>		\$ 657,013.71

**March 31, 2021**

<b>LOCATION OF ASSETS</b>		<b>Balance</b>
BBVA Compass		\$ 40,640.40
TexPool Investment		616,373.31
<b>Total Account Balance</b>		\$ 657,013.71



## HARDY/NEAR NORTHSIDE TIRZ # 21

## Unpaid Bills Detail

As of April 14, 2021

Type	Date	Num	Memo	Open Balance
<b>Bracewell LLP</b>				
Bill	02/02/2021	21900291	General Legal through January 31, 2021	1,000.00
Bill	02/02/2021	21900289	Meeting services through January 31, 2021	2,414.25
Bill	02/28/2021	21902623	General Legal through February 28, 2021	819.00
Total Bracewell LLP				4,233.25
<b>Gauge Engineering LLC</b>				
Bill	03/16/2021	1410	On Call Engineering Services through 3.12.21	430.00
Bill	03/16/2021	1411	Capital Improvement Plan Development through 3.12.21	71,141.86
Bill	03/16/2021	1412	Main Street Ped/Bike Improvements through 3.12.21	4,477.50
Total Gauge Engineering LLC				76,049.36
<b>TIFWorks, LLC</b>				
Bill	04/14/2021	19	General Consulting Services January 15 through April 14, 2021	4,765.00
Total TIFWorks, LLC				4,765.00
<b>TOTAL</b>				<b>85,047.61</b>

3:37 PM

04/12/21

Accrual Basis

**HARDY/NEAR NORTHSIDE TIRZ # 21**

**Transaction Detail By Account**

January through March 2021

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<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
<b>Capital Improvement Plan</b>					
<b>T-2104 2600-3500 Block Main St</b>					
Bill	03/16/2021	1412	Gauge Engineering LLC	Main Street Ped/Bike Improvements through 3.12.21	4,477.50
Total T-2104 2600-3500 Block Main St					4,477.50
Total Capital Improvement Plan					4,477.50
<b>TOTAL</b>					<b>4,477.50</b>

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## HARDY/NEAR NORTHSIDE TIRZ # 21

## Profit &amp; Loss Budget vs. Actual

July 2020 through March 2021

04/12/21

Accrual Basis

	Jul '20 - Mar 21	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Interest Income checking	42.73	1,620.00	-1,577.27	2.6%
Interest on TexPool	588.08	170.00	418.08	345.9%
Tax increments	0.00	485,304.00	-485,304.00	0.0%
<b>Total Income</b>	<b>630.81</b>	<b>487,094.00</b>	<b>-486,463.19</b>	<b>0.1%</b>
<b>Cost of Goods Sold</b>				
<b>Capital Improvement Plan</b>				
T-2103 English Street Park	0.00	122,000.00	-122,000.00	0.0%
T-2104 2600-3500 Block Main St	18,227.50	55,000.00	-36,772.50	33.1%
T-2199 Concrete Panel Replaceme	0.00	25,000.00	-25,000.00	0.0%
<b>Total Capital Improvement Plan</b>	<b>18,227.50</b>	<b>202,000.00</b>	<b>-183,772.50</b>	<b>9.0%</b>
<b>Total COGS</b>	<b>18,227.50</b>	<b>202,000.00</b>	<b>-183,772.50</b>	<b>9.0%</b>
<b>Gross Profit</b>	<b>-17,596.69</b>	<b>285,094.00</b>	<b>-302,690.69</b>	<b>-6.2%</b>
<b>Expense</b>				
<b>Developer Reimbursement</b>				
Hardy Yards/Cypress - Offsite	0.00	321,879.00	-321,879.00	0.0%
Hardy Yards/Cypress - Onsite	0.00	125,175.00	-125,175.00	0.0%
Developer Reimbursement - Other	442,893.60	0.00	442,893.60	100.0%
<b>Total Developer Reimbursement</b>	<b>442,893.60</b>	<b>447,054.00</b>	<b>-4,160.40</b>	<b>99.1%</b>
<b>Other Types of Expenses</b>	<b>8,818.00</b>			
<b>Program and Project Consultants</b>				
Planning Consultants	10,991.00	27,950.00	-16,959.00	39.3%
Engineering Consultation	117,776.36	225,000.00	-107,223.64	52.3%
Legal Consultants	6,062.64	20,000.00	-13,937.36	30.3%
<b>Total Program and Project Consultants</b>	<b>134,830.00</b>	<b>272,950.00</b>	<b>-138,120.00</b>	<b>49.4%</b>
<b>TIRZ Administration Overhead</b>				
Tax Consultants	1,868.40	2,000.00	-131.60	93.4%
Accounting Services	8,070.03	10,000.00	-1,929.97	80.7%
<b>Administrative Services</b>	<b>15,688.25</b>	<b>35,000.00</b>	<b>-19,311.75</b>	<b>44.8%</b>
<b>Audit Services</b>	<b>9,000.00</b>	<b>10,000.00</b>	<b>-1,000.00</b>	<b>90.0%</b>
Bank Charges	192.15	0.00	192.15	100.0%
Insurance - Liability	930.34	1,000.00	-69.66	93.0%
Office Expense	0.00	250.00	-250.00	0.0%
<b>Total TIRZ Administration Overhead</b>	<b>35,749.17</b>	<b>58,250.00</b>	<b>-22,500.83</b>	<b>61.4%</b>
<b>Total Expense</b>	<b>622,290.77</b>	<b>778,254.00</b>	<b>-155,963.23</b>	<b>80.0%</b>
<b>Net Ordinary Income</b>	<b>-639,887.46</b>	<b>-493,160.00</b>	<b>-146,727.46</b>	<b>129.8%</b>
<b>Net Income</b>	<b>-639,887.46</b>	<b>-493,160.00</b>	<b>-146,727.46</b>	<b>129.8%</b>

## HARDY/NEAR NORTHSIDE TIRZ # 21 Balance Sheet Prev Year Comparison

04/12/21

Accrual Basis

As of March 31, 2021

	Mar 31, 21	Mar 31, 20	\$ Change	% Change
<b>ASSETS</b>				
<b>Current Assets</b>				
<b>Checking/Savings</b>				
BBVA Compass	40,640.40	80,803.04	-40,162.64	-49.7%
Tex Pool AC 7932300001	616,373.31	690,291.68	-73,918.37	-10.7%
<b>Total Checking/Savings</b>	657,013.71	771,094.72	-114,081.01	-14.8%
<b>Total Current Assets</b>	657,013.71	771,094.72	-114,081.01	-14.8%
<b>TOTAL ASSETS</b>	<b>657,013.71</b>	<b>771,094.72</b>	<b>-114,081.01</b>	<b>-14.8%</b>
<b>LIABILITIES &amp; EQUITY</b>				
<b>Liabilities</b>				
<b>Current Liabilities</b>				
Accounts Payable	80,282.61	15,276.47	65,006.14	425.5%
<b>Total Current Liabilities</b>	80,282.61	15,276.47	65,006.14	425.5%
<b>Total Liabilities</b>	80,282.61	15,276.47	65,006.14	425.5%
<b>Equity</b>				
*Fund Balance	1,216,618.56	1,229,429.33	-12,810.77	-1.0%
Net Income	-639,887.46	-473,611.08	-166,276.38	-35.1%
<b>Total Equity</b>	576,731.10	755,818.25	-179,087.15	-23.7%
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>657,013.71</b>	<b>771,094.72</b>	<b>-114,081.01</b>	<b>-14.8%</b>

## HARDY/NEAR NORTHSIDE TIRZ # 21

## Profit &amp; Loss Detail

July 2020 through March 2021

Type	Date	Num	Adj	Name	Memo	Amount
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
<b>Interest Income checking</b>						
Deposit	07/01/2020				Interest	3.64
Deposit	08/01/2020				Interest	18.15
Deposit	09/01/2020				Interest	9.27
Deposit	10/01/2020				Interest	2.93
Deposit	11/01/2020				Interest	2.21
Deposit	12/01/2020				Interest	2.14
Deposit	01/01/2021				Interest	1.56
Deposit	02/01/2021				Interest	1.27
Deposit	03/01/2021				Interest	1.56
Total Interest Income checking						42.73
<b>Interest on TexPool</b>						
Deposit	07/31/2020				Interest	122.19
Deposit	08/31/2020				Interest	103.76
Deposit	09/30/2020				Interest	83.70
Deposit	10/31/2020				Interest	78.35
Deposit	11/30/2020				Interest	69.95
Deposit	12/31/2020				Interest	53.32
Deposit	01/31/2021				Interest	46.52
Deposit	02/28/2021				Interest	20.50
Deposit	03/31/2021				Interest	9.79
Total Interest on TexPool						588.08
<b>Tax increments</b>						
General ...	07/01/2020	CPA 20...	*	City of Houston, TX	Receivable of Tax Increment due from City	-478,500.60
Deposit	07/08/2020			City of Houston, TX	Deposit	478,500.60
Total Tax increments						0.00
Total Income						630.81
<b>Cost of Goods Sold</b>						
<b>Capital Improvement Plan</b>						
<b>T-2104 2600-3500 Block Main St</b>						
Bill	12/14/2020	1336		Gauge Engineering LLC	Main Street Ped/Bike Improvements through 12.4.20	13,750.00
Bill	03/16/2021	1412		Gauge Engineering LLC	Main Street Ped/Bike Improvements through 3.12.21	4,477.50
Total T-2104 2600-3500 Block Main St						18,227.50
Total Capital Improvement Plan						18,227.50
Total COGS						18,227.50
Gross Profit						-17,596.69
<b>Expense</b>						
<b>Developer Reimbursement</b>						
Bill	07/22/2020	Develo...		CRV Hardy Yards, L. P.	Reimbursement to CRV Hardy Yards	442,893.60
Total Developer Reimbursement						442,893.60
<b>Other Types of Expenses</b>						
<b>Other Costs</b>						
Bill	07/22/2020	02071		Houston Bike Share	Hardy Yards	8,818.00
Total Other Costs						8,818.00
Total Other Types of Expenses						8,818.00
<b>Program and Project Consultants</b>						
<b>Planning Consultants</b>						
Bill	09/21/2020	16		TIFWorks, LLC	General Consulting Services January through September 20, 2020	5,662.50
Bill	12/02/2020	17		TIFWorks, LLC	General Consulting Services September 20 through December 2, 2020	4,278.50
Bill	01/15/2021	18		TIFWorks, LLC	General Consulting Services December 2 through January 15, 2021	1,050.00
Total Planning Consultants						10,991.00
<b>Engineering Consultation</b>						
Bill	12/14/2020	1334		Gauge Engineering LLC	On Call Engineering Services through 12.4.20	1,275.00
Bill	12/14/2020	1335		Gauge Engineering LLC	Capital Improvement Plan Development through 12.4.20	44,929.50
Bill	03/16/2021	1410		Gauge Engineering LLC	On Call Engineering Services through 3.12.21	430.00
Bill	03/16/2021	1411		Gauge Engineering LLC	Capital Improvement Plan Development through 3.12.21	71,141.86
Total Engineering Consultation						117,776.36
<b>Legal Consultants</b>						
Bill	07/31/2020	218880...		Bracewell LLP	General Counsel services through July 31, 2020	2,000.00
Bill	09/30/2020	218930...		Bracewell LLP	General Counsel services through September 30, 2020	1,200.00
Bill	10/31/2020	218939...		Bracewell LLP	General Counsel services through October 31, 2020	428.39
Bill	11/30/2020	218962...		Bracewell LLP	General Legal through November 30, 2020	300.00
Bill	12/31/2020	218988...		Bracewell LLP	General Legal through December 31, 2020	315.25
Bill	02/02/2021	219002...		Bracewell LLP	General Legal through January 31, 2021	1,000.00
Bill	02/28/2021	219026...		Bracewell LLP	General Legal through February 28, 2021	819.00
Total Legal Consultants						6,062.64
Total Program and Project Consultants						134,830.00

## HARDY/NEAR NORTHSIDE TIRZ # 21

## Profit &amp; Loss Detail

July 2020 through March 2021


Type	Date	Num	Adj	Name	Memo	Amount
<b>TIRZ Administration Overhead</b>						
<b>Tax Consultants</b>						
Bill	07/01/2020	55573		Equi-Tax Inc.	July - June 2021 Consultant Services fee per Contract	1,868.40
Total Tax Consultants						1,868.40
<b>Accounting Services</b>						
Bill	08/31/2020	2100		The Morton Accounting Services	CPA Services and Invest. Officer July and Aug 2020	1,814.22
Bill	10/31/2020	2120		The Morton Accounting Services	CPA Services and Invest. Officer Sept and Oct 2020	4,441.59
Bill	12/31/2020	2158		The Morton Accounting Services	CPA Services and Invest. Officer Nov and Dec 2020	1,814.22
Total Accounting Services						8,070.03
<b>Administrative Services</b>						
Bill	07/31/2020	218880...		Bracewell LLP	Meeting services through July 31, 2020	4,906.25
Bill	08/31/2020	218892...		Bracewell LLP	Meeting services through August 31, 2020	472.50
Bill	09/30/2020	218930...		Bracewell LLP	Meeting services through September 30, 2020	6,048.00
Bill	10/31/2020	218939...		Bracewell LLP	Meeting services through October 31, 2020	1,680.75
Bill	11/30/2020	2189684		Bracewell LLP	Meeting services through November 30, 2020	166.50
Bill	02/02/2021	219002...		Bracewell LLP	Meeting services through January 31, 2021	2,414.25
Total Administrative Services						15,688.25
<b>Audit Services</b>						
Bill	09/17/2020	2020 A...		McCall Gibson Swedlund Barfoot PLLC	FYE 06.30.20 Audit - Interim billing	7,000.00
Bill	10/31/2020	2020 A...		McCall Gibson Swedlund Barfoot PLLC	FYE 06.30.20 Audit - Final billing	2,000.00
Total Audit Services						9,000.00
<b>Bank Charges</b>						
Check	07/15/2020				Service Charge	14.60
Check	08/15/2020				Service Charge	15.00
Check	09/15/2020				Service Charge	15.00
Check	10/15/2020				Service Charge	14.40
Check	11/15/2020				Service Charge	14.20
Check	12/15/2020				Service Charge	14.00
Check	01/15/2021				Service Charge	15.00
Check	02/02/2021				Service Charge	45.00
Check	02/15/2021				Service Charge	14.20
Check	03/15/2021				Service Charge	30.75
Total Bank Charges						192.15
<b>Insurance - Liability</b>						
Bill	12/01/2020	6754-2...		Texas Municipal League Intergovernm...	2020-2021 FY Insurance	930.34
Total Insurance - Liability						930.34
Total TIRZ Administration Overhead						35,749.17
Total Expense						622,290.77
Net Ordinary Income						-639,887.46
<b>Net Income</b>						<b>-639,887.46</b>



**HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY**  
**QUARTERLY INVESTMENT REPORT**  
**1st QUARTER FISCAL YEAR 2021**  
**July 1, 2020 to**  
**September 30, 2021**

Transaction Date	TexasClass Deposits or Withdrawals	Book Value	Market Value	Activity
7/1/2020	Texpool	\$ 690,830.23	\$ 690,830.23	Beginning Balance
7/31/2020	122.19	690,952.42	690,952.42	Interest 0.2082%
8/31/2020	103.76	691,056.18	691,056.18	Interest 0.1768%
9/30/2020	83.70	691,139.88	691,139.88	Interest 0.1474%
9/30/2020		691,139.88	691,139.88	Ending Balance


*The investments for the District for the period are in compliance with the Public Funds Investment Act, the District's investment policy and the District's investment strategy.*

Investment Officer: 

**HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY**  
**QUARTERLY INVESTMENT REPORT**  
**2nd QUARTER FISCAL YEAR 2021**  
**October 1, 2020 to**  
**December 31, 2020**

Transaction Date	TexasClass Deposits or Withdrawals	Book Value	Market Value	Activity
10/1/2020	Texpool	\$ 691,139.88	\$ 691,139.88	Beginning Balance
10/31/2020	78.35	691,218.23	691,218.23	Interest 0.1335%
11/30/2020	69.95	691,288.18	691,288.18	Interest 0.1231%
12/31/2020	53.32	691,341.50	691,341.50	Interest 0.0909%
12/31/2020		691,341.50	691,341.50	Ending Balance


*The investments for the District for the period are in compliance with the Public Funds Investment Act, the District's investment policy and the District's investment strategy.*

Investment Officer: 

**HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY**  
**QUARTERLY INVESTMENT REPORT**  
**3rd QUARTER FISCAL YEAR 2021**  
**January 1, 2021 to**  
**March 31, 2021**

Transaction Date	TexasClass Deposits or Withdrawals	Book Value	Market Value	Activity
1/1/2021	Texpool	\$ 691,341.50	\$ 691,341.50	Beginning Balance
1/31/2021	46.52	691,388.02	691,388.02	Interest 0.0793%
2/2/2021	(75,000.00)	616,388.02	616,388.02	Transfer to Checking Account
2/2/2021	(45.00)	616,343.02	616,343.02	Wire Fee
2/28/2021	20.50	616,363.52	616,363.52	Interest 0.0431%
3/31/2021	9.79	616,373.31	616,373.31	Interest 0.0187%
3/31/2021		616,373.31	616,373.31	Ending Balance

*The investments for the District for the period are in compliance with the Public Funds Investment Act, the District's investment policy and the District's investment strategy.*

Investment Officer: 

# BRACEWELL

Hardy/Near Northside Redevelopment Authority  
Melissa Morton, Bookkeeper  
1125 Cypress Station Drive  
Building H-4  
Houston, TX 77090

February 02, 2021  
Invoice Number 21900291  
BA: 04674 Clark Stockton Lord

Our Matter #: 0037619.000001 For Services Through January 31, 2021  
General Counsel

<u>Date</u>	<u>Description</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
01/25/21	Prepare for and attend board meeting,	Clark Stockton Lord	2.00	400.00	800.00
01/28/21	Telephone conference J Bustamante regarding project and meeting issues	Clark Stockton Lord	0.50	400.00	200.00
<b>Total Fees</b>					<b>\$ 1,000.00</b>

## Summary of Fees

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Clark Stockton Lord	Partner	2.50	400.00	1,000.00
<b>Total Summary of Fees</b>		<b>2.50</b>		<b>\$ 1,000.00</b>

**Total Fees, Expenses and Charges** **\$ 1,000.00**

# BRACEWELL

## REMITTANCE PAGE

Client: Hardy/Near Northside Redevelopment Authority  
Matter: General Counsel

February 02, 2021  
Invoice Number. 21900291

Matter No: 0037619.000001

Total Fees	\$ 1,000.00
Total Expenses	\$ 0.00
Total Fees, Expenses and Charges	\$ 1,000.00
<b>Total Current Billing for this Matter</b>	<b>\$ 1,000.00</b>
Balance Forward	\$ 0.00
<b>Please Remit Total Balance Due</b>	<b>\$ 1,000.00</b>

PLEASE RETURN THIS REMITTANCE PAGE WITH YOUR PAYMENT

### Wire Transfer Information

Wire to: Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104

Name on Account: Bracewell LLP

Bank Account No: 5436952757

ABA Number **(For Wire Transfers Only)** : 121000248; **(For ACH'S Only)**: 111900659

For International Wires Also Include Swift Code (for both US and Foreign Funds): **WFBIUS6S**

Please include the invoice number as a reference when sending the wire. **21900291**

### Check Information

Bracewell LLP

P.O. Box 207486

Dallas, TX 75320-7486

Tax ID 74-1024827

### Courier Information

Wells Fargo Lockbox Services

P.O. Box 207486

2975 Regent Blvd

Irving, TX 75063

### Credit Card Information:

<https://www.e-billexpress.com/ebpp/Bracewell/>

# BRACEWELL

Hardy/Near Northside Redevelopment Authority  
Melissa Morton, Bookkeeper  
1125 Cypress Station Drive  
Building H-4  
Houston, TX 77090

February 02, 2021  
Invoice Number 21900289  
BA: 04674 Clark Stockton Lord

Our Matter #: 0037619.000003 For Services Through January 31, 2021  
Meeting Services

<u>Date</u>	<u>Description</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
01/04/21	Communication with attorney and District Administrator regarding new procedures for meeting preparation and distribution of meeting materials.	Brenda Presser	0.75	333.00	249.75
01/05/21	Coordinate with administrator regarding new meeting preparation and procedures.	Brenda Presser	0.75	333.00	249.75
01/12/21	Update calendar with new meeting information for 2021.	Brenda Presser	0.75	333.00	249.75
01/20/21	Teleconference with R DeLeon and R Weist regarding new procedures for distribution of meeting materials and posting agenda.	Brenda Presser	0.50	333.00	166.50
01/21/21	Draft minutes of previous meeting.	Brenda Presser	1.50	333.00	499.50
01/25/21	Participate in meeting and post meeting matters.	Brenda Presser	3.00	333.00	999.00
<b>Total Fees</b>					<b>\$ 2,414.25</b>

## Summary of Fees

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Brenda Presser	Paralegal	7.25	333.00	2,414.25
<b>Total Summary of Fees</b>		<b>7.25</b>		<b>\$ 2,414.25</b>



# BRACEWELL

Page 2

Client: Hardy/Near Northside Redevelopment Authority

February 02, 2021  
Invoice Number: 21900289

**Total Fees, Expenses and Charges**

**\$ 2,414.25**

# BRACEWELL

## REMITTANCE PAGE

Client: Hardy/Near Northside Redevelopment Authority  
Matter: Meeting Services

February 02, 2021  
Invoice Number. 21900289

Matter No: 0037619.000003

Total Fees	\$ 2,414.25
Total Expenses	\$ 0.00
Total Fees, Expenses and Charges	\$ 2,414.25
<b>Total Current Billing for this Matter</b>	<b>\$ 2,414.25</b>
Balance Forward	\$ 0.00
<b>Please Remit Total Balance Due</b>	<b>\$ 2,414.25</b>

PLEASE RETURN THIS REMITTANCE PAGE WITH YOUR PAYMENT

### Wire Transfer Information

Wire to: Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104

Name on Account: Bracewell LLP

Bank Account No: 5436952757

ABA Number **(For Wire Transfers Only)** : 121000248; **(For ACH'S Only)**: 111900659

For International Wires Also Include Swift Code (for both US and Foreign Funds): **WFBIUS6S**

Please include the invoice number as a reference when sending the wire. **21900289**

### Check Information

Bracewell LLP

P.O. Box 207486

Dallas, TX 75320-7486

Tax ID 74-1024827

### Courier Information

Wells Fargo Lockbox Services

P.O. Box 207486

2975 Regent Blvd

Irving, TX 75063

### Credit Card Information:

<https://www.e-billexpress.com/ebpp/Bracewell/>



Gauge Invoice Summary 03/2021										
Task Orders		TIRZ 21 CIP No.	Gauge Invoice Number	Total Contract Authorization	Total Invoiced to Date	Current Invoice	Remaining Authorization	MWDBE Participation	MWDBE Percentage	Fee Type
1	On-Call	-	1410	\$ 10,000.00	\$ 1,705.00	\$ 430.00	\$ 8,295.00	\$ -	0%	Hourly
2	Capital Improvement Plan Development	-	1411	\$ 250,000.00	\$ 116,071.36	\$ 71,141.86	\$ 133,928.64	\$ -	0%	Lump Sum
3	Main Street Ped/Bike Improvements	T-2104	1412	\$ 55,000.00	\$ 18,227.50	\$ 4,477.50	\$ 36,772.50	\$ -	0%	Lump Sum
<b>Total Invoice Summary</b>				<b>\$ 315,000.00</b>	<b>\$ 136,003.86</b>	<b>\$ 76,049.36</b>	<b>\$ 178,996.14</b>	<b>\$ -</b>	<b>0%</b>	

# PROGRESS REPORT

MARCH 2021

HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY/TIRZ 21



## **TASK ORDER #1: ON-CALL CONTRACT**

### **Activities This Period:**

- Worked with P&P Committee to obtain Pickney Trail Plans
- Briefed Council Member Cisneros on the ongoing work

## **TASK ORDER #2: CAPITAL IMPROVEMENT PLAN DEVELOPMENT**

### **Activities This Period:**

- Drainage Analysis:
  - Collected data for existing conditions topography, landuse, storm sewer, inlets, and roadside ditches
  - Created an Existing Conditions Two-Dimensional (2D) model for the 100-Year, Atlas 14 Storm Event which encompasses the data above.
  - Identified other ongoing and future projects that may impact the proposed solutions development
  - Explored how to couple drainage and mobility projects
  - Identified Existing Conditions Problem Areas and conceptual proposed solutions
- Mobility Analysis:
  - Developed a framework for mobility recommendations
  - Developed initial project recommendations in 4 categories:
    - Responding/Adapting/Capturing the Opportunity of Mega Projects
    - Improving Transit Corridors and Creating Walkable TOD Opportunities
    - Improving Key Streets
    - Multimodal Safety & Accessibility Program
  - Mapped draft recommendations

## **TASK ORDER #3: MAIN STREET PED/BIKE IMPROVEMENTS**

### **Activities This Period:**

- Developed a roadway schematic for preferred typical section.
- Developed a planning level cost estimate for the preferred typical section.



**Gauge Engineering**  
 3200 Wilcrest Dr. Suite 220  
 Houston, TX 77042

Hardy/Near Northside Redevelopment Authority/TIRZ 21  
 c/o Bracewll, LP and Tifworks  
 711 Louisiana Street, Suite 2300  
 Houston, TX 77002

Invoice number 1410  
 Date 03/16/2021

Project **1081 TO #1 - TIRZ 21 On-Call Services**

Professional Services Provided Through March 12, 2021

**Invoice Summary**

Description	Contract Amount	Prior Billed	Total Billed	Remaining	Current Billed
<b>ON-CALL ENGINEERING SERVICES</b>	10,000.00	1,275.00	1,705.00	8,295.00	430.00
Total	10,000.00	1,275.00	1,705.00	8,295.00	430.00

**Professional Fees**

	Hours	Rate	Billed Amount
Principal Muhammad M. Ali Project Management	2.00	215.00	430.00
Invoice total			<b>430.00</b>

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
1410	03/16/2021	430.00	430.00				
	Total	430.00	430.00	0.00	0.00	0.00	0.00

*I certify the above to be true and correct*

-----  
 Muhammad Ali, PE

Please make checks payable to:  
 Gauge Engineering, LLC  
 3200 Wilcrest Dr. Suite 220  
 Houston, TX 77042

Please send ACH/Wire payments to:  
 Frost Bank  
 Routing No.: 114000093  
 Account No.: 560048747

**Invoice Supporting Detail**

**1081 TO #1 - TIRZ 21 On-Call Services**  
**On-Call Engineering Services**

Phase Status: Active

**Billing Cutoff: 03/12/2021**

Date	Units	Rate	Amount
------	-------	------	--------

**Labor** WIP Status: Billable

Principal

Muhammad M. Ali

Project Management 01/26/2021 1.00 215.00 215.00

Project Management 02/01/2021 1.00 215.00 215.00

Subtotal **2.00 430.00**

Labor total **2.00 430.00**

**Phase Summary**

	Contract	Billed	%	Remaining	%
<b>Labor</b>	10,000.00	1,705.00	17	8,295.00	83
<b>Total</b>	10,000.00	1,705.00	17	8,295.00	83

**Invoice Summary**

	Contract	Billed	%	Remaining	%
<b>Labor</b>	10,000.00	1,705.00	17	8,295.00	83
<b>Expense</b>					
<b>Consultant</b>					
<b>Total</b>	10,000.00	1,705.00	17	8,295.00	83



**Gauge Engineering**  
 3200 Wilcrest Dr. Suite 220  
 Houston, TX 77042



Hardy/Near Northside Redevelopment Authority/TIRZ 21  
 c/o Bracewll, LP and Tifworks  
 711 Louisiana Street, Suite 2300  
 Houston, TX 77002

Invoice number 1411  
 Date 03/16/2021

Project 1082 TO #2 - TIRZ 21 - CIP

Professional Services Provided Through March 12, 2021

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
<b>Drainage Analysis</b>	121,555.00	72.35	36,466.50	87,946.50	33,608.50	51,480.00
<b>Mobility Analysis</b>	59,340.00	40.57	8,463.00	24,073.00	35,267.00	15,610.00
<b>CIP Planning</b>	44,230.00	0.00	0.00	0.00	44,230.00	0.00
<b>Mgmt &amp; QA/QC</b>	23,320.00	16.60	0.00	3,870.00	19,450.00	3,870.00
<b>Expenses</b>	1,555.00	11.70	0.00	181.86	1,373.14	181.86
<b>Total</b>	<b>250,000.00</b>	<b>46.43</b>	<b>44,929.50</b>	<b>116,071.36</b>	<b>133,928.64</b>	<b>71,141.86</b>

Invoice total **71,141.86**

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
1411	03/16/2021	71,141.86	71,141.86				
	<b>Total</b>	<b>71,141.86</b>	<b>71,141.86</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

*I certify the above to be true and correct*

-----  
 Muhammad Ali, PE

Please make checks payable to:  
 Gauge Engineering, LLC  
 3200 Wilcrest Dr. Suite 220  
 Houston, TX 77042

Please send ACH/Wire payments to:  
 Frost Bank  
 Routing No.: 114000093  
 Account No.: 560048747

**Pre-Billing Worksheet**

**1082 TO #2 - TIRZ 21 - CIP**

**Drainage Analysis**

Phase Status: Active

**Fee Billing**

Billing Type: Percent Complete

Contract		Previously Billed			To Bill		
Units	Amount	Units	%	Amount	Units	%	Amount
Labor	121,555.00	48.25	30	36,466.50	42		51,480.00
<b>Subtotal</b>	<b>121,555.00</b>	<b>48.25</b>	<b>30</b>	<b>36,466.50</b>	<b>0.00</b>	<b>42</b>	<b>51,480.00</b>

**WIP Included In Fee**

Billing Type: Percent Complete

Billing Cutoff: 03/12/2021				To Bill	
Date	Units	Rate	Amount	Units	Amount

**Labor**

WIP Status: Billable

Principal

Derek A. St. John

Project Management	01/11/2021	1.00	215.00	215.00
Project Management	01/12/2021	1.00	215.00	215.00
Project Management	01/14/2021	1.00	215.00	215.00
Project Management	01/25/2021	2.00	215.00	430.00
Project Management	01/26/2021	1.00	215.00	215.00
Project Management	01/27/2021	2.00	215.00	430.00
Project Management	01/28/2021	1.00	215.00	215.00
Project Management	02/01/2021	1.00	215.00	215.00
Project Management	02/02/2021	2.00	215.00	430.00
Project Management	02/03/2021	2.00	215.00	430.00
Project Management	02/04/2021	1.00	215.00	215.00
Project Management	02/05/2021	1.00	215.00	215.00
Project Management	02/08/2021	1.00	215.00	215.00
Project Management	02/09/2021	3.00	215.00	645.00
Project Management	02/10/2021	1.00	215.00	215.00
Project Management	02/11/2021	3.00	215.00	645.00
Project Management	02/12/2021	3.00	215.00	645.00
Project Management	03/08/2021	1.00	215.00	215.00
Project Management	03/09/2021	2.00	215.00	430.00
Project Management	03/10/2021	2.00	215.00	430.00
Project Management	03/11/2021	1.00	215.00	215.00
Project Management	03/12/2021	3.00	215.00	645.00
Production	12/11/2020	2.00	215.00	430.00
<b>Subtotal</b>		<b>38.00</b>		<b>8,170.00</b>

Project Manager

Heather Goodpasture

Project Management	01/05/2021	1.00	150.00	150.00
Project Management	01/06/2021	1.00	150.00	150.00
Project Management	01/07/2021	2.00	150.00	300.00
Project Management	01/08/2021	1.00	150.00	150.00
Project Management	01/11/2021	0.50	150.00	75.00
Project Management	01/13/2021	1.00	150.00	150.00
Project Management	01/14/2021	1.00	150.00	150.00
Project Management	01/18/2021	2.00	150.00	300.00
Project Management	01/19/2021	1.00	150.00	150.00

**Pre-Billing Worksheet**

**1082 TO #2 - TIRZ 21 - CIP**

**Drainage Analysis**

Phase Status: Active

**WIP Included In Fee**

**Billing Cutoff: 03/12/2021**

**To Bill**

**Billing Type: Percent Complete**

Date	Units	Rate	Amount
------	-------	------	--------

Units	Amount
-------	--------

**Labor**

WIP Status: Billable

Project Manager

Heather Goodpasture

Project Management	01/20/2021	1.00	150.00	150.00
Project Management	01/21/2021	1.00	150.00	150.00
Project Management	01/22/2021	1.00	150.00	150.00
Project Management	01/25/2021	1.00	150.00	150.00
Project Management	01/26/2021	2.00	150.00	300.00
Project Management	01/27/2021	2.00	150.00	300.00
Project Management	01/28/2021	2.00	150.00	300.00
Project Management	01/29/2021	2.00	150.00	300.00
Project Management	02/01/2021	1.00	150.00	150.00
Project Management	02/02/2021	1.00	150.00	150.00
Project Management	02/03/2021	1.00	150.00	150.00
Project Management	02/04/2021	2.00	150.00	300.00
Project Management	02/08/2021	1.00	150.00	150.00
Project Management	02/09/2021	1.00	150.00	150.00
Project Management	02/11/2021	1.00	150.00	150.00
Project Management	02/12/2021	0.50	150.00	75.00
Project Management	02/19/2021	0.50	150.00	75.00
Project Management	02/22/2021	0.50	150.00	75.00
Project Management	03/11/2021	2.00	150.00	300.00

Subtotal **34.00** **5,100.00**

Graduate Engineer

Adel Dalgamouni

Production	12/11/2020	6.50	90.00	585.00
Production	12/14/2020	1.50	90.00	135.00
Production	12/15/2020	2.00	90.00	180.00
Production	12/16/2020	1.00	90.00	90.00

Subtotal **11.00** **990.00**

Ashutosh Choubey

Production	12/07/2020	2.00	90.00	180.00
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*Data Processing in RAS-Mapper*

Production	12/11/2020	3.00	90.00	270.00
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*Data Processing in RAS-Mapper, helping Adel*

Production	12/17/2020	2.00	90.00	180.00
------------	------------	------	-------	--------

*Data Processing - Roadside Ditches*

Production	12/31/2020	1.50	90.00	135.00
------------	------------	------	-------	--------

*Data processing in GIS*

Production	01/11/2021	0.50	90.00	45.00
------------	------------	------	-------	-------

*Co-ordination with Heather*

Subtotal **9.00** **810.00**

**Pre-Billing Worksheet**

**1082 TO #2 - TIRZ 21 - CIP**

**Drainage Analysis**

Phase Status: Active

**WIP Included In Fee**

**Billing Cutoff: 03/12/2021**

**To Bill**

**Billing Type: Percent Complete**

Date	Units	Rate	Amount
------	-------	------	--------

Units	Amount
-------	--------

**Labor**

WIP Status: Billable

Graduate Engineer

Tori Weber

Production	01/05/2021	8.50	100.00	850.00
Production	01/06/2021	9.00	100.00	900.00
Production	01/07/2021	7.00	100.00	700.00
Production	01/08/2021	8.00	100.00	800.00
Production	01/11/2021	10.00	100.00	1,000.00
Production	01/12/2021	5.50	100.00	550.00
Production	01/13/2021	5.00	100.00	500.00
Production	01/14/2021	5.00	100.00	500.00
Production	01/15/2021	7.00	100.00	700.00
Production	01/18/2021	6.00	100.00	600.00
Production	01/19/2021	4.50	100.00	450.00
Production	01/20/2021	6.00	100.00	600.00
Production	01/21/2021	5.00	100.00	500.00
Production	01/22/2021	3.00	100.00	300.00
Production	01/25/2021	6.50	100.00	650.00
Production	01/26/2021	7.50	100.00	750.00
Production	01/27/2021	7.00	100.00	700.00
Production	01/28/2021	7.00	100.00	700.00
Production	01/29/2021	2.00	100.00	200.00
Production	02/01/2021	4.00	100.00	400.00
Production	02/02/2021	5.00	100.00	500.00
Production	02/03/2021	8.00	100.00	800.00
Production	02/04/2021	8.00	100.00	800.00
Production	02/05/2021	6.50	100.00	650.00
Production	02/08/2021	8.00	100.00	800.00
Production	02/09/2021	9.00	100.00	900.00
Production	02/10/2021	4.00	100.00	400.00
Production	02/11/2021	6.50	100.00	650.00
Production	02/22/2021	3.00	100.00	300.00
Production	02/23/2021	5.00	100.00	500.00
Production	03/09/2021	3.00	100.00	300.00
Production	03/11/2021	1.00	100.00	100.00
Production	03/12/2021	2.00	100.00	200.00

Subtotal **192.50** **19,250.00**

Engineer-In-Training

John R. Huml

Production	12/10/2020	8.00	120.00	960.00
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*GIS Exhibits*

Production	12/11/2020	2.00	120.00	240.00
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**Pre-Billing Worksheet**

**1082 TO #2 - TIRZ 21 - CIP**

**Drainage Analysis**

Phase Status: Active

**WIP Included In Fee**

**Billing Cutoff: 03/12/2021**

**To Bill**

**Billing Type: Percent Complete**

Date	Units	Rate	Amount
------	-------	------	--------

Units	Amount
-------	--------

**Labor**

WIP Status: Billable

Engineer-In-Training

John R. Huml

*GIS Exhibits*

Production 12/16/2020 2.00 120.00 240.00

*Streets GIS file*

Production 12/17/2020 4.00 120.00 480.00

*Streets GIS file*

Production 12/18/2020 4.00 120.00 480.00

*Storm Sewer Shapefile*

Production 12/21/2020 7.00 120.00 840.00

*Storm Sewer Clean Up*

Production 12/22/2020 8.00 120.00 960.00

*Storm Sewer Clean Up*

Production 12/29/2020 8.00 120.00 960.00

*Storm Sewer Clean Up and Node Shapefile*

Production 12/30/2020 8.00 120.00 960.00

*Node Shapefile*

Production 12/31/2020 4.00 120.00 480.00

*Node Shapefile*

Production 01/04/2021 4.00 120.00 480.00

*Node Shapefile*

Subtotal **59.00 7,080.00**

Sami Malas

Production 01/06/2021 4.00 90.00 360.00

*8-12*

Production 01/07/2021 8.00 90.00 720.00

*Drainage Analysis*

*8-12*

*1-5*

Production 01/08/2021 9.00 90.00 810.00

*8-5 - drainage analysis*

Production 01/12/2021 8.50 90.00 765.00

*8:10 - 1 = 5*

*1:30 - 5:00 = 3.5*

Production 01/13/2021 4.00 90.00 360.00

*8-12*

Production 01/14/2021 8.50 90.00 765.00

*8-1:15 = 5.25*

*1:45-5 = 3.25*

Production 01/15/2021 3.00 90.00 270.00

*8:10-11:10 = 3*

Production 01/19/2021 8.50 90.00 765.00

*8:00 am - 1:00 pm = 5*

*1:30 pm - 5:00 pm = 3.5*

**Pre-Billing Worksheet**

**1082 TO #2 - TIRZ 21 - CIP**

**Drainage Analysis**

Phase Status: Active

**WIP Included In Fee**

**Billing Cutoff: 03/12/2021**

**To Bill**

**Billing Type: Percent Complete**

Date	Units	Rate	Amount
------	-------	------	--------

Units	Amount
-------	--------

**Labor**

WIP Status: Billable

Engineer-In-Training

Sami Malas

Production	01/20/2021	4.00	90.00	360.00
8:00 am - 12:00 pm = 4				
Production	01/21/2021	8.50	90.00	765.00
8:15 am - 12:45 pm = 4.5 1:05 pm - 5:05 pm = 4				
Production	01/22/2021	6.50	90.00	585.00
8:10 am - 11:15 am = 3 1:40 pm - 5:00 pm = 3.5				
Production	01/26/2021	4.00	90.00	360.00
8:00 am - 12:05 pm = 4				
Production	01/28/2021	4.00	90.00	360.00
8:00 am - 12:05 pm = 4				
Production	01/29/2021	2.00	90.00	180.00
8:00 am - 9:55 am = 2				
Production	02/04/2021	8.50	90.00	765.00
Production	02/05/2021	4.50	90.00	405.00
Production	02/08/2021	4.50	90.00	405.00
Production	02/09/2021	9.00	90.00	810.00
Production	02/10/2021	1.00	90.00	90.00
Production	02/11/2021	2.00	90.00	180.00
Subtotal		<b>112.00</b>		<b>10,080.00</b>
Labor total		<b>455.50</b>		<b>51,480.00</b>

**Phase Summary**

Reported % Complete

Date Entered:

	Contract	Spent	%	Billed	%	Remaining	%	WIP	To Bill
<b>Labor</b>	121,555.00	56,973.75	47	36,466.50	30	85,088.50	70	51,480.00	42
<b>Total</b>	121,555.00	56,973.75	47	36,466.50	30	85,088.50	70	51,480.00	42

**Mobility Analysis**

Phase Status: Active

**Fee Billing**

**Billing Type: Percent Complete**

	Contract		Previously Billed			To Bill		
	Units	Amount	Units	%	Amount	Units	%	Amount
Labor		24,180.00		35	8,463.00	12		3,010.00
Consultant		35,160.00				36		12,600.00
<b>Subtotal</b>		<b>59,340.00</b>	<b>0.00</b>	<b>14</b>	<b>8,463.00</b>	<b>0.00</b>	<b>26</b>	<b>15,610.00</b>

**Pre-Billing Worksheet**

**1082 TO #2 - TIRZ 21 - CIP**

**Mobility Analysis**

Phase Status: Active

**WIP Included In Fee**

Billing Cutoff: 03/12/2021

To Bill

Billing Type: Percent Complete

Date	Units	Rate	Amount
------	-------	------	--------

Units	Amount
-------	--------

**Labor** WIP Status: Billable

Principal

Muhammad M. Ali

Project Management	01/21/2021	2.00	215.00	430.00
Project Management	01/26/2021	1.00	215.00	215.00
Project Management	01/27/2021	1.00	215.00	215.00
Project Management	02/02/2021	1.00	215.00	215.00
Project Management	02/04/2021	1.00	215.00	215.00
Project Management	02/08/2021	1.00	215.00	215.00
Project Management	02/11/2021	1.00	215.00	215.00
Project Management	02/18/2021	1.00	215.00	215.00
Project Management	02/22/2021	1.00	215.00	215.00
Project Management	03/02/2021	1.00	215.00	215.00
Project Management	03/09/2021	2.00	215.00	430.00
Project Management	03/10/2021	1.00	215.00	215.00
<b>Subtotal</b>		<b>14.00</b>		<b>3,010.00</b>
<b>Labor total</b>		<b>14.00</b>		<b>3,010.00</b>

**Consultant** WIP Status: Billable

Traffic Engineers Inc.

Traffic Consultant	01/19/2021			5,328.00
Traffic Consultant	01/31/2021			7,272.00
<b>Subtotal</b>				<b>12,600.00</b>
<b>Consultant total</b>				<b>12,600.00</b>

**Phase Summary**

Reported % Complete

Date Entered:

	Contract	Spent	%	Billed	%	Remaining	%	WIP	To Bill
<b>Labor</b>	24,180.00	3,010.00	12	8,463.00	35	15,717.00	65	3,010.00	12 3,010.00
<b>Consultant</b>	35,160.00	12,600.00	36			35,160.00	100	12,600.00	36 12,600.00
<b>Total</b>	59,340.00	15,610.00	26	8,463.00	14	50,877.00	86	15,610.00	26 15,610.00

**Mgmt & QA/QC**

Phase Status: Active

**Fee Billing**

Billing Type: Percent Complete

	Contract		Previously Billed			To Bill		
	Units	Amount	Units	%	Amount	Units	%	Amount
Labor		23,320.00				17		3,870.00
<b>Subtotal</b>		<b>23,320.00</b>	<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>17</b>	<b>3,870.00</b>

**WIP Included In Fee**

Billing Cutoff: 03/12/2021

To Bill

Billing Type: Percent Complete

Date	Units	Rate	Amount
------	-------	------	--------

Units	Amount
-------	--------

**Labor** WIP Status: Billable

Principal

Muhammad M. Ali

**Pre-Billing Worksheet**

**1082 TO #2 - TIRZ 21 - CIP**

**Mgmt & QA/QC**

Phase Status: Active

**WIP Included In Fee**

Billing Cutoff: 03/12/2021

To Bill

Billing Type: Percent Complete

Date	Units	Rate	Amount
------	-------	------	--------

Units	Amount
-------	--------

**Labor**

WIP Status: Billable

Principal

Muhammad M. Ali

Project Management	12/10/2020	1.00	215.00	215.00
Project Management	12/11/2020	3.00	215.00	645.00
Project Management	12/14/2020	2.00	215.00	430.00
Project Management	01/21/2021	2.00	215.00	430.00
Project Management	01/25/2021	1.00	215.00	215.00
Project Management	01/26/2021	1.00	215.00	215.00
Project Management	02/02/2021	1.00	215.00	215.00
Project Management	02/11/2021	1.00	215.00	215.00
Project Management	02/19/2021	1.00	215.00	215.00
Project Management	03/01/2021	1.00	215.00	215.00
Project Management	03/04/2021	2.00	215.00	430.00
Project Management	03/10/2021	2.00	215.00	430.00
Subtotal			<b>18.00</b>	<b>3,870.00</b>
Labor total			<b>18.00</b>	<b>3,870.00</b>

**Phase Summary**

Reported % Complete

Date Entered:

	Contract	Spent	%	Billed	%	Remaining	%	WIP	To Bill
Labor	23,320.00	3,870.00	17			23,320.00	100	3,870.00	17 3,870.00
<b>Total</b>	<b>23,320.00</b>	<b>3,870.00</b>	<b>17</b>			<b>23,320.00</b>	<b>100</b>	<b>3,870.00</b>	<b>17 3,870.00</b>

**Expenses**

Phase Status: Active

**Fee Billing**

Billing Type: Percent Complete

	Contract		Previously Billed			To Bill		
	Units	Amount	Units	%	Amount	Units	%	Amount
Expense		1,555.00				12		181.86
<b>Subtotal</b>		<b>1,555.00</b>	<b>0.00</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>12</b>	<b>181.86</b>

**WIP Included In Fee**

Billing Cutoff: 03/12/2021

To Bill

Billing Type: Percent Complete

Date	Units	Rate	Amount
------	-------	------	--------

Units	Amount
-------	--------

**Expense**

WIP Status: Billable

B&E Reprographics, Inc.

Reproduction and Plotting	02/03/2021		181.86
Subtotal			<b>181.86</b>
Expense total			<b>181.86</b>



**Pre-Billing Worksheet**

**1082 TO #2 - TIRZ 21 - CIP**

**Phase Summary**

Reported % Complete

Date Entered:

	Contract	Spent	%	Billed	%	Remaining	%	WIP	To Bill
<b>Expense</b>	1,555.00	181.86	12			1,555.00	100	181.86	12 181.86
<b>Total</b>	1,555.00	181.86	12			1,555.00	100	181.86	12 181.86

**Invoice Summary**

	Contract	Spent	%	Billed	%	Remaining	%	WIP	To Bill
<b>Labor</b>	213,285.00	63,853.75	30	44,929.50	21	168,355.50	79	58,360.00	58,360.00
<b>Expense</b>	1,555.00	181.86	12			1,555.00	100	181.86	181.86
<b>Consultant</b>	35,160.00	12,600.00	36			35,160.00	100	12,600.00	12,600.00
<b>Total</b>	250,000.00	76,635.61	31	44,929.50	18	205,070.50	82	71,141.86	71,141.86



801 Congress Street, Suite 325  
 Houston, Texas 77002  
 713-270-8145

Gauge Engineering  
 3200 Wilcrest Drive, Suite 220  
 Houston, TX 77042  
 kdillard@gaugeengineering.com  
 Muhammad Ali

Invoice number 13046  
 Date 01/19/2021

Project **11840 GAUGE-TIRZ 21 MOBILITY PLANNING**

Professional services through 12/31/2020

**Invoice Summary**

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
<b>TASK 1: BASELINE CONDITIONS &amp; MOBILITY FACT BOOK</b>	13,320.00	40.00	5,328.00	0.00	7,992.00	5,328.00
<b>TASK 2: MOBILITY ASSESSMENT &amp; NETWORK PRIORITIZATION</b>	21,840.00	0.00	0.00	0.00	21,840.00	0.00
<b>Total</b>	<b>35,160.00</b>	<b>15.15</b>	<b>5,328.00</b>	<b>0.00</b>	<b>29,832.00</b>	<b>5,328.00</b>

Invoice total **5,328.00**

Approved by:

Eleni H. Pappas



## **December 2020: Progress Report**

### **TIRZ 21 Mobility Planning**

*This billing memo outlines activities through December 31, 2020*

Work Accomplished:

#### **Task 1 - Baseline Conditions & Mobility Factbook**

- Collected all available data from a variety of sources including: City of Houston, H-GAC, METRO, TxDOT, TIRZ 21, US Census
- Developed series of base maps to assess existing mobility conditions including:
  - Where residents work and where workers live for the study area
  - Existing bikeway network and planned bikeway network
  - Alignment of NHHIP
  - Assessment of how people in study area get around
  - METRO boardings and alightings
  - METRONext plans for the area
  - Crash data for the past 5 years
  - Planned projects in the area
  - Impacts of proposed Hardy Corridor project
- Attended discussion on December 11 with members of infrastructure committee
- Preliminary review of how baseline conditions assessment will inform project recommendations

#### **Task 2 - Mobility Assessment & Network Prioritization**

Not started



801 Congress Street, Suite 325  
 Houston, Texas 77002  
 713-270-8145

Gauge Engineering  
 3200 Wilcrest Drive, Suite 220  
 Houston, TX 77042  
 kdillard@gaugeengineering.com  
 Muhammad Ali

Invoice number 13079  
 Date 02/09/2021

Project **11840 GAUGE-TIRZ 21 MOBILITY PLANNING**

Professional services through 01/31/2021

**Invoice Summary**

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
<b>TASK 1: BASELINE CONDITIONS &amp; MOBILITY FACT BOOK</b>	13,320.00	70.00	9,324.00	5,328.00	3,996.00	3,996.00
<b>TASK 2: MOBILITY ASSESSMENT &amp; NETWORK PRIORITIZATION</b>	21,840.00	15.00	3,276.00	0.00	18,564.00	3,276.00
<b>Total</b>	<b>35,160.00</b>	<b>35.84</b>	<b>12,600.00</b>	<b>5,328.00</b>	<b>22,560.00</b>	<b>7,272.00</b>

Invoice total **7,272.00**

Approved by:

Eleni H. Pappas



## January 2020: Progress Report

### TIRZ 21 Mobility Planning

*This billing memo outlines activities from January 1, 2021 through January 31, 2020*

Work Accomplished:

#### Task 1 - Baseline Conditions & Mobility Factbook

- Refined series of base maps that will be inserted into Factbook to assess existing mobility conditions including:
  - Where residents work and where workers live for the study area
  - Existing bikeway network and planned bikeway network
  - Alignment of NHHIP
  - Assessment of how people in study area get around
  - METRO boardings and alightings
  - METRONext plans for the area
  - Crash data for the past 5 years
  - Planned projects in the area
  - Impacts of proposed Hardy Corridor project
- Updated maps based on input from Infrastructure committee and Board
- Developed findings and insights from refined maps
- Review existing planned projects for the study area
- Attended discussion on January 22 with members of infrastructure committee
- Attended January 25 Board meeting

#### Task 2 - Mobility Assessment & Network Prioritization

- Developed preliminary project list to be vetted in future steps

**B&E Reprographics Inc**  
Invoice 17186578  
02/03/2021 at 03:54 pm

<b>1083 SCHEM/ SCHUMACHER EXHIBIT - Base Price</b>	<b>\$168.00</b>
Sub-total	\$168.00
Tax	\$13.86
<b>Total</b>	<b>\$181.86</b>

**Sold to GAUGE ENGINEERING** **\$181.86**  
Visa \*8085 (Keyed)  
Auth Code: 216967  
1083 SCHEM/ SCHUMACHER EXHIBIT

**B&E Reprographics Inc**  
3664 Walnut Bend #A  
Houston, TX 77042  
berepro.com  
713.243.7200



©2021 Payments Hub



3664 Walnut Bend Ln, Suite A  
 Houston, TX 77042  
 Telephone: (713) 243-7200  
 Fax: (888) 513-6872

Email: [berepro@berepro.com](mailto:berepro@berepro.com)  
 Website: [www.berepro.com](http://www.berepro.com)

\*2

INVOICE

DATE	NUMBER
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Printed 02/03/21 14:59:13

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 GAUGE ENGINEERING  
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PROJECT NAME: SCHUMACHER EXHIBIT ORDERED BY: M ALI  
 TERMS: C.O.D Requested for: 02/03/21

CUSTOMER P.O.	SHIPPED VIA	ACCOUNT #	ORDER#	SALESPERSON	ORDER DATE
1083 SCHEM	Cust pickup	99999	140827	B&E HOUSE ACCOUNT	02/03/21

ORDERED	SHIPPED	B.O.	UNIT	ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
20	20		SQ. FT.	102-0SCLRBD	0/S COLOR IJ BOND 1 original, 2 sets(18x80) 20 sq ft	4.00	80.00
22	22		SQ. FT.	102-0SCLRBD	0/S COLOR IJ BOND 1 original, 2 sets(44x36) 22 sq ft	4.00	88.00

----- Notes -----  
 DELIVER TO: MUHAMMAD Freight terms: COD Ship date: 02/03/21

Opened by: FRANCES MARTINEZ

THANK YOU FOR YOUR ORDER

NOW AVAILABLE TO PRINT,  
 AT B & E REPROGRAPHICS INC,  
 ON ENVELOPES AND LETTERHEADS  
 PLEASE INQUIRE WITHIN

Sale amount	168.00
TX Sales Tax	13.86
Total order	181.86
Credit card payment	-181.86
Balance due	0.00

Due Date: 02/03/21

RECEIVED BY: \_\_\_\_\_ DATE RECEIVED: \_\_\_\_\_ TIME RECEIVED: \_\_\_\_\_

**Gauge Engineering**

3200 Wilcrest Dr. Suite 220  
Houston, TX 77042



Hardy/Near Northside Redevelopment Authority/TIRZ 21  
c/o Bracewll, LP and Tifworks  
711 Louisiana Street, Suite 2300  
Houston, TX 77002

Invoice number 1412  
Date 03/16/2021

Project 1083 TO #3 - MAIN STREET TECH MEMO

Professional Services Provided Through March 12, 2021

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
<b>Preliminary Engineering</b>	55,000.00	33.14	13,750.00	18,227.50	36,772.50	4,477.50
Total	55,000.00	33.14	13,750.00	18,227.50	36,772.50	4,477.50

Invoice total **4,477.50**

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
1412	03/16/2021	4,477.50	4,477.50				
	Total	4,477.50	4,477.50	0.00	0.00	0.00	0.00

*I certify the above to be true and correct*

Muhammad Ali, PE

Please make checks payable to:  
Gauge Engineering, LLC  
3200 Wilcrest Dr. Suite 220  
Houston, TX 77042

Please send ACH/Wire payments to:  
Frost Bank  
Routing No.: 114000093  
Account No.: 560048747



**Pre-Billing Worksheet**

**1083 TO #3 - Main Street Tech Memo**

**Preliminary Engineering**

Phase Status: Active

**Fee Billing**

Billing Type: Percent Complete

Contract		Previously Billed			To Bill		
Units	Amount	Units	%	Amount	Units	%	Amount
Labor	55,000.00	88.00	25	13,750.00	8		4,477.50
<b>Subtotal</b>	<b>55,000.00</b>	<b>88.00</b>	<b>25</b>	<b>13,750.00</b>	<b>0.00</b>	<b>8</b>	<b>4,477.50</b>

**WIP Included In Fee**

Billing Type: Percent Complete

Billing Cutoff: 03/12/2021				To Bill	
Date	Units	Rate	Amount	Units	Amount

**Labor**

WIP Status: Billable

Principal

Muhammad M. Ali

Project Management	01/20/2021	1.00	215.00	215.00
Project Management	01/22/2021	2.00	215.00	430.00
Project Management	01/27/2021	1.00	215.00	215.00
Project Management	01/28/2021	1.00	215.00	215.00
Project Management	02/03/2021	1.00	215.00	215.00
Project Management	02/04/2021	1.00	215.00	215.00
Project Management	02/08/2021	1.00	215.00	215.00
Project Management	02/10/2021	1.00	215.00	215.00
Project Management	02/25/2021	1.00	215.00	215.00
Project Management	03/01/2021	1.00	215.00	215.00
Project Management	03/05/2021	1.00	215.00	215.00
<b>Subtotal</b>		<b>12.00</b>		<b>2,580.00</b>

Project Engineer

David G. Greaney

Production	12/08/2020	2.50	165.00	412.50
<i>Typical sections and coordination</i>				
Production	12/10/2020	0.50	165.00	82.50
<i>PER</i>				
Production	12/14/2020	1.00	165.00	165.00
<i>typical section</i>				
Production	01/15/2021	1.50	165.00	247.50
<i>Full reconstruct geometry</i>				
Production	01/18/2021	4.00	165.00	660.00
<i>full reconstruction geometry</i>				
Production	01/19/2021	1.00	165.00	165.00
<i>exhibit</i>				
Production	01/22/2021	1.00	165.00	165.00
<b>Subtotal</b>		<b>11.50</b>		<b>1,897.50</b>
<b>Labor total</b>		<b>23.50</b>		<b>4,477.50</b>

**Pre-Billing Worksheet**

**1083 TO #3 - Main Street Tech Memo**

Phase Summary	Reported % Complete			Date Entered:				WIP	To Bill
	Contract	Spent	%	Billed	%	Remaining	%		
Labor	55,000.00	17,802.00	32	13,750.00	25	41,250.00	75	4,477.50	8 4,477.50
<b>Total</b>	55,000.00	17,802.00	32	13,750.00	25	41,250.00	75	4,477.50	8 4,477.50

**Invoice Summary**

	Contract	Spent	%	Billed	%	Remaining	%	WIP	To Bill
Labor	55,000.00	17,802.00	32	13,750.00	25	41,250.00	75	4,477.50	4,477.50
Expense									
Consultant									
<b>Total</b>	55,000.00	17,802.00	32	13,750.00	25	41,250.00	75	4,477.50	4,477.50

# INVOICE

Date: 4/14/2021  
Invoice # Number 19

TIFWorks, LLC  
P.O. Box 10330  
Houston, Texas 77206  
(832)-978-5910  
ralph@tifworks.com

To

Ed Reyes  
Chairman of the Board  
Hardy/Near Northside Redevelopment Authority  
Tax Increment Investment Zone Number  
Twenty-One, City of Houston

<i>Salesperson</i>	<i>Job</i>	<i>Payment Terms</i>	
Ralph De Leon	Hardy/Near Northside Redevelopment Authority General Consulting Services 1/15/2021 thru 4/14/2021	Due Upon Receipt	
<i>Qty</i>	<i>Description</i>	<i>Unit Price</i>	<i>Line Total</i>
Labor (Hours)	Meetings, Travel, Mileage, Electronic Correspondence and Telephone Calls:		
3.25	Electronic and telephonic correspondence January 15, 2021 thru April 14, 2021, primarily related to Infrastructure Study, TIRZ Affordable Housing Agreement, Affordable Housing in general within the boundaries of the Zone, Harris County Precinct Two Partnership Application, LAN CAD files, and various Board Members.	\$150.00	\$450.00
2	1/25/2021 – Travel to Ed’s house and Sylvias to drop and retrieve checks for current invoices, printing of associated remittance pages, and travel to Post Office for mailing.	\$150.00	\$300.00
1.25	1/26/2021 – Review and incorporation of Jorge’s edits into Precinct Two Partnership Application, distribution of same, upload final draft to Harris County Web Site, and confirmation of receipt	\$150.00	\$187.50
.5	1/29/2021 – Assist in drafting of Minutes from previous Board meeting including confirming meeting attendees, review of draft prepared by Brenda P.	\$150.00	\$75.00
.5	1/20/2021 – Conference call with Bracewell regarding recurring assignments between Bracewell and TIFWorks related to Agenda preparation and Posting at City Secretary, preparation of Minutes, and preparation of Board Packet.	\$150.00	\$75.00
1.5	1/20/2021 – Post Agenda at City Secretary including mileage, travel and parking fees.	\$150.00	\$225.00
2.5	1/22/2021 – Prepare for and participate in Infrastructure Committee meeting with Gauge and various Board members including associated follow-up tasks.	\$150.00	\$377.50
3	1/25/2021 – Prepare for and participate in Board of Directors meeting including associated follow-up tasks.	\$150.00	\$450.00
1.25	2/1/2021 – Infrastructure Report follow-up with CM Cisneros, Gauge and various Board members, including debriefing with Gauge after receiving comments from District H.	\$150.00	\$187.50
.75	3/9/2021 – Internal Infrastructure Assessment progress follow-up with Gauge.	\$150.00	\$112.50
2.5	3/19/2021 – Infrastructure Committee Meeting with Gauge and various Board members.	\$150.00	\$375.00
6.5	3/23/2021-3/25/2021 – Preparation of draft Fiscal Year 2022 Budget including review of budget template, revisions to same, verification of formulas, calculation of fees and affordable housing set-aside between Cypress and Authority, review of increment projections for annexed area, review of current and planned expenditures for Annual Operating Budget of the Authority and 5-Year CIP Budget of the Zone.	\$150.00	\$975.00
5	4/8/2021 – Preparation of Minutes and draft Board of Directors Packet for April 19, 2021 Board of Directors Meeting, preparation and distribution of draft Agenda.	\$150.00	\$750.00
1.5	4/14/2021 – Post Agenda at City Secretary including mileage, travel and parking fees.	\$150.00	\$225.00
<b>Total</b>			<b>\$4,765.00</b>

Make all checks payable to TIFWorks, LLC

**Thank you for your business!**

# BRACEWELL

Hardy/Near Northside Redevelopment Authority  
Melissa Morton, Bookkeeper  
1125 Cypress Station Drive  
Building H-4  
Houston, TX 77090

March 02, 2021  
Invoice Number 21902623  
BA: 04674 Clark Stockton Lord

Our Matter #: 0037619.000001 For Services Through February 28, 2021  
General Counsel

<u>Date</u>	<u>Description</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
02/10/21	Handle Cypress development agreement amendment.	Clark Stockton Lord	1.00	400.00	400.00
02/26/21	Teleconference E Reyes; Handle Cypress development agreement amendment.	Clark Stockton Lord	1.00	400.00	400.00
<b>Total Fees</b>					<b>\$ 800.00</b>

## Summary of Fees

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Clark Stockton Lord	Partner	2.00	400.00	800.00
<b>Total Summary of Fees</b>		<b>2.00</b>		<b>\$ 800.00</b>

## Expense Detail

<u>Date</u>	<u>Cost</u>	<u>Description</u>	<u>Amount</u>
01/22/21	Delivery Services/Messenger	3rd Party Courier 2021-01-22 Clark Stockton Lord #412659	19.00
<b>Total Expenses</b>			<b>\$ 19.00</b>

**Total Fees, Expenses and Charges** **\$ 819.00**

# BRACEWELL

## REMITTANCE PAGE

Client: Hardy/Near Northside Redevelopment Authority  
Matter: General Counsel

March 02, 2021  
Invoice Number. 21902623

Matter No: 0037619.000001

Total Fees	\$ 800.00
Total Expenses	\$ 19.00
Total Fees, Expenses and Charges	\$ 819.00
<b>Total Current Billing for this Matter</b>	<b>\$ 819.00</b>
Balance Forward	\$ 1,000.00
<b>Please Remit Total Balance Due</b>	<b>\$ 1,819.00</b>

PLEASE RETURN THIS REMITTANCE PAGE WITH YOUR PAYMENT

### Wire Transfer Information

Wire to: Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104

Name on Account: Bracewell LLP

Bank Account No: 5436952757

ABA Number **(For Wire Transfers Only)** : 121000248; **(For ACH'S Only)**: 111900659

For International Wires Also Include Swift Code (for both US and Foreign Funds): **WFBIUS6S**

Please include the invoice number as a reference when sending the wire. **21902623**

### Check Information

Bracewell LLP

P.O. Box 207486

Dallas, TX 75320-7486

Tax ID 74-1024827

### Courier Information

Wells Fargo Lockbox Services

P.O. Box 207486

2975 Regent Blvd

Irving, TX 75063

### Credit Card Information:

<https://www.e-billexpress.com/ebpp/Bracewell/>

TAB

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CITY OF HOUSTON  
 ECONOMIC DEVELOPMENT DIVISION  
 FISCAL YEAR 2022 BUDGET PROFILE

Fund Summary  
 Fund Name: **Hardy Yards/Near Northside**  
 TIRZ: **21**  
 Fund Number: **7569/50**

<b>P R O J E C T  P L A N N E R I E S</b>	<b>Base Year:</b>	2003
	<b>Base Year Taxable Value:</b>	\$ 40,313,080
	<b>Projected Taxable Value (TY2021):</b>	\$ 718,024,618
	<b>Current Taxable Value (TY2020):</b>	\$ 703,945,704
	<b>Acres:</b>	326.1
	<b>Administrator (Contact):</b>	Ralph De Leon
	<b>Contact Number:</b>	(832) 978-5910

<b>N A R R A T I V E</b>	<b>Zone Purpose:</b>
	Tax Increment Reinvestment Zone Number Twenty-One, City of Houston, Texas was created to provide plans and programs needed to transform a former Union Pacific rail yard site into a transit-oriented, mixed-use development consisting of affordable housing, the construction or reconstruction of roadways and streets, utility systems, parks, hike and bike trails, mobility improvements, land acquisition, environmental remediation, and other community focused enhancements.

<b>P R O J E C T  P L A N N E R I E S</b>		Total Plan	Cumulative Expenses (to 6/30/20)	Variance
		<b>Capital Projects:</b>		
	Roadway and Sidewalk Improvements	\$ 37,692,000	\$ 12,131,186	\$ 25,560,814
	Public Utility Improvements	7,884,000	-	7,884,000
	Parks, Plazas and Recreational Facilities	4,328,000	-	4,328,000
		-	-	-
		-	-	-
		-	-	-
	<b>Total Capital Projects</b>	\$ 49,904,000	\$ 12,131,186	\$ 37,772,814
	<b>Affordable Housing</b>	24,920,874	1,884,212	23,036,662
	<b>School &amp; Education/Cultural Facilities</b>	-	-	-
	<b>Financing Costs</b>	1,700,000	-	1,700,000
	<b>Administration Costs/ Professional Services</b>	2,200,000	732,483	1,467,517
	<b>Creation Costs</b>	-	-	-
	<b>Total Project Plan</b>	\$ 78,724,874	\$ 14,747,881	\$ 63,976,993

<b>D E B T</b>	Additional Financial Data	FY2021 Budget	FY2021 Estimates	FY2022 Budget
		<u>Debt Service</u>	\$ -	\$ -
	Principal	\$ -	\$ -	\$ -
	Interest	\$ -	\$ -	\$ -
		Balance as of 6/30/20	Projected Balance as of 6/30/21	Projected Balance as of 6/30/22
	<u>Year End Outstanding (Principal)</u>			
	Bond Debt	\$ -	\$ -	\$ -
	Bank Loan	\$ -	\$ -	\$ -
	Line of Credit	\$ -	\$ -	\$ -
	Developer Agreement - Onsite Improvements	\$ 4,440,321	\$ 4,307,592	\$ 4,176,347
	Developer Agreement - Offsite Improvements	\$ 2,007,565	\$ 1,666,261	\$ 1,328,774
	Other	\$ -	\$ -	\$ -

CITY OF HOUSTON  
 ECONOMIC DEVELOPMENT DIVISION  
 FISCAL YEAR 2022 BUDGET DETAIL

Fund Summary  
 Fund Name: **Hardy Yards/Near Northside**  
 TIRZ: **21**  
 Fund Number: **7569/50**

TIRZ Budget Line Items	FY2021 Budget	FY2021 Estimates	FY2022 Budget
<b>RESOURCES</b>			
RESTRICTED Funds - Capital Projects	\$ -	\$ -	\$ -
RESTRICTED Funds - Affordable Housing	\$ -	\$ -	\$ -
RESTRICTED Funds - Planning and Development	\$ 1,233,408	\$ 1,216,618	1,216,598
<b>Beginning Balance</b>	<b>\$ 1,233,408</b>	<b>\$ 1,216,618</b>	<b>\$ 1,216,598</b>
City tax revenue	\$ 786,980	\$ 903,368	977,193
County tax revenue	\$ -	\$ -	\$ -
ISD tax revenue	\$ -	\$ -	\$ -
ISD tax revenue - Pass Through	\$ -	\$ -	\$ -
Community College tax revenue	\$ -	\$ -	\$ -
<b>Incremental property tax revenue</b>	<b>\$ 786,980</b>	<b>903,368</b>	<b>977,193</b>
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
<b>Miscellaneous revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
COH TIRZ interest	\$ 170	\$ 170	\$ 170
Interest Income	\$ 1,620	\$ 3,809	\$ 1,620
<b>Other Interest Income</b>	<b>\$ 1,790</b>	<b>\$ 3,979</b>	<b>\$ 1,790</b>
	\$ -	\$ -	\$ -
GLO Texas Community Block Grant Program	\$ -	\$ -	\$ -
<b>Grant Proceeds</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
	\$ -	\$ -	\$ -
<b>Proceeds from Bank Loan</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
	\$ -	\$ -	\$ -
<b>Contract Revenue Bond Proceeds</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL AVAILABLE RESOURCES</b>	<b>\$ 2,022,178</b>	<b>\$ 2,123,965</b>	<b>2,195,581</b>



CITY OF HOUSTON  
 ECONOMIC DEVELOPMENT DIVISION  
 FISCAL YEAR 2022 BUDGET DETAIL

Fund Summary  
 Fund Name: Hardy Yards/Near Northside  
 TIRZ: 21  
 Fund Number: 7569/50

TIRZ Budget Line Items	FY2021 Budget	FY2021 Estimates	FY2022 Budget
<b>EXPENDITURES</b>			
Accounting	\$ 10,000	\$ 16,140	\$ 12,000
Administration Salaries & Benefits	\$ 35,000	\$ 26,548	\$ 50,000
Auditor	\$ 10,000	\$ 8,000	\$ 10,000
Tax Advisor	\$ 2,000	\$ 1,090	\$ 2,000
Insurance	\$ 1,000	\$ 928	\$ 1,000
Office Expense	\$ 250	\$ 440	\$ 4,000
<b>TIRZ Administration and Overhead</b>	<b>\$ 58,250</b>	<b>\$ 53,146</b>	<b>\$ 79,000</b>
Engineering Consultants	\$ 225,000	\$ 92,408	\$ 225,000
Legal	\$ 20,000	\$ 8,486	\$ 20,000
Construction Audit	\$ -	\$ -	\$ -
Planning Consultants	\$ -	\$ 19,882	\$ 100,000
<b>Program and Project Consultants</b>	<b>\$ 245,000</b>	<b>\$ 120,776</b>	<b>\$ 345,000</b>
<b>Management consulting services</b>	<b>\$ 303,250</b>	<b>\$ 173,922</b>	<b>\$ 424,000</b>
Capital Expenditures (See CIP Schedule)	\$ 202,000	\$ 27,500	\$ 716,500
<b>TIRZ Capital Expenditures</b>	<b>\$ 202,000</b>	<b>\$ 27,500</b>	<b>\$ 716,500</b>
Hardy Yards/Cypress - OnSite	\$ 125,175	\$ 132,729	\$ 131,245
Hardy Yards/Cypress OffSite	\$ 321,879	\$ 341,304	\$ 337,488
<b>Developer / Project Reimbursements</b>	<b>\$ 447,054</b>	<b>\$ 474,033</b>	<b>\$ 468,733</b>
<b>System debt service</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL PROJECT COSTS</b>	<b>\$ 952,304</b>	<b>675,455</b>	<b>1,609,233</b>
Payment/transfer to ISD - educational facilities	\$ -	\$ -	\$ -
Administration Fees:			
City	\$ 39,349	\$ 45,168	\$ 48,860
County	\$ -	\$ -	\$ -
ISD	\$ -	\$ -	\$ -
HCC	\$ -	\$ -	\$ -
Affordable Housing:			
City	\$ 262,327	\$ 186,744	\$ 199,383
County	\$ -	\$ -	\$ -
ISD to City of Houston	\$ -	\$ -	\$ -
Municipal Services (Payable to COH)	\$ -	\$ -	\$ -
<b>Total Transfers</b>	<b>\$ 301,676</b>	<b>231,912</b>	<b>248,243</b>
<b>Total Budget</b>	<b>\$ 1,253,980</b>	<b>907,367</b>	<b>1,857,476</b>
RESTRICTED Funds - Capital Projects	\$ -	\$ -	\$ -
RESTRICTED Funds - Affordable Housing	\$ -	\$ -	\$ -
RESTRICTED Funds - Planning and Development	\$ 768,198	\$ 1,216,598	\$ 338,106
<b>Ending Fund Balance</b>	<b>\$ 768,198</b>	<b>1,216,598</b>	<b>338,106</b>
<b>Total Budget &amp; Ending Fund Balance</b>	<b>\$ 2,022,178</b>	<b>\$ 2,123,965</b>	<b>\$ 2,195,581</b>

Notes:

Council District	CIP No.	Project	Fiscal Year Planned Appropriations							FY22 - FY26 Total	Cumulative Total (To Date)
			Through 2020	Projected 2021	2022	2023	2024	2025	2026		
H	T-2101	Near Northside Hernandez Tunnel	\$ -	-	-	-	-	-	-	-	-
H	T-2102	Hernandez Tunnel Mural	\$ 15,000	-	-	-	-	-	-	-	15,000
H	T-2103	METRO Parcel Acquisition and Planning	\$ -	-	59,000	4,000	-	-	-	63,000	63,000
H	T-2104	2600 - 3500 Block Main Street Pedestrian/Bicycle	\$ -	27,500	27,500	-	-	-	-	27,500	55,000
0	T-2105	Pickney Street Hike and Bike Trail	\$ -	-	605,000	-	-	-	-	605,000	605,000
0	T-2106	ADA Compliant Sidewalks and related pedestrian	\$ -	-	-	-	-	-	-	-	-
H	T-2199	Concrete Panel & Sidewalk Replacement Program	\$ -	-	25,000	25,000	25,000	25,000	25,000	125,000	125,000
<b>Totals</b>			<b>\$ 15,000</b>	<b>27,500</b>	<b>716,500</b>	<b>\$ 29,000</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>	<b>\$ 820,500</b>	<b>\$ 863,000</b>

\* NOTE:

\*\* NOTE:

\*\*\* NOTE:

Source of Funds	Fiscal Year Planned Appropriations								FY22 - FY26 Total	Cumulative Total (To Date)
	Through 2020	Projected 2021	2022	2023	2024	2025	2026			
TIRZ Funds	15,000	27,500	446,500	29,000	25,000	25,000	25,000	550,500	593,000	
City of Houston	-	-	-	-	-	-	-	-	-	
Grants	-	-	270,000	-	-	-	-	270,000	270,000	
Other	-	-	-	-	-	-	-	-	-	
<b>Project Total</b>	<b>15,000</b>	<b>27,500</b>	<b>716,500</b>	<b>29,000</b>	<b>25,000</b>	<b>25,000</b>	<b>25,000</b>	<b>820,500</b>	<b>863,000</b>	

<b>Project:</b> Near Northside Hernandez Tunnel	<b>City Council District</b>		<b>Key Map:</b>	491	<b>WBS.:</b>	<b>T-2101</b>	
	<b>Location:</b>	H	<b>Geo. Ref.:</b>				
	<b>Served:</b>	H	<b>Neighborhood:</b>				
<b>Description:</b>	Tunnel rehabilitation and South Ramp rehabilitation. Pavement resurfacing, concrete wall surface repairs, pedestrian railing replacements, safety lighting and warning system, graffiti removal		<b>Operating and Maintenance Costs: (\$ Thousands)</b>				
<b>Justification:</b> Improve walkable and livable communities. Promote common good and general welfare of the community.		<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>Total</b>
	Personnel	-	-	-	-	-	\$ -
	Supplies	-	-	-	-	-	\$ -
	Svcs. & Chgs.	-	-	-	-	-	\$ -
	Capital Outlay	-	-	-	-	-	\$ -
	<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>FTEs</b>							-

**Fiscal Year Planned Expenses**

Project Allocation		Projected Expenses thru 6/30/19	2020 Budget	2020 Estimate	2021	2022	2023	2024	2025	FY21 - FY25 Total	Cumulative Total (To Date)
<b>Phase</b>											
1	Planning	-	-	-	-	-	-	-	-	\$ -	\$ -
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -
3	Design	-	-	-	-	-	-	-	-	\$ -	\$ -
4	Construction	-	1,286,960	-	-	-	-	-	-	\$ -	\$ -
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -
7	Other: Construction Mgmt	-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
<b>Other Sub-Total:</b>		-	-	-	-	-	-	-	-	\$ -	\$ -
<b>Total Allocations</b>		\$ -	\$ 1,286,960	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Source of Funds</b>											
TIRZ Funds		-	-	-	-	-	-	-	-	\$ -	\$ -
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -
Grant Funds		-	1,286,960	-	-	-	-	-	-	\$ -	\$ -
Other		-	-	-	-	-	-	-	-	\$ -	\$ -

<b>Project:</b>	<b>METRO Parcel Acquisition and Planning</b>	<b>City Council District</b>		<b>Key Map:</b>		<b>WBS.:</b>	<b>T-2103</b>	
		<b>Location:</b>		H	<b>Geo. Ref.:</b>			
		<b>Served:</b>		ALL	<b>Neighborhood:</b>			
<b>Description:</b>	METRO owned remnant parcels remaining after construction of light rail line on Fulton Street and Main Street.	<b>Operating and Maintenance Costs: (\$ Thousands)</b>						
			2022	2023	2024	2025	2026	Total
<b>Justification:</b>	Various Parcels located adjacent to Light Rail Stops, which will provide a non-vehicular safe haven with pedestrian amenities for transit users and open green space for the community.	Personnel	-	-	-	-	-	\$ -
		Supplies	-	-	-	-	-	\$ -
		Svcs. & Chgs.	-	-	-	-	-	\$ -
		Capital Outlay	-	-	-	-	-	\$ -
		<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		FTEs					-	

**Fiscal Year Planned Expenses**

Project Allocation		Projected Expenses thru 6/30/20	2021 Budget	2021 Estimate	2022	2023	2024	2025	2026	FY22 - FY26 Total	Cumulative Total (To Date)
<b>Phase</b>											
1	Planning	-	-	-	5,000	-	-	-	-	\$ 5,000	\$ 5,000
2	Acquisition	-	-	-	5,000	-	-	-	-	\$ 5,000	\$ 5,000
3	Design	-	-	-	45,000	-	-	-	-	\$ 45,000	\$ 45,000
4	Construction	-	-	-	-	-	-	-	-	\$ -	\$ -
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -
7	Other	-	-	-	4,000	4,000	-	-	-	\$ 8,000	\$ 8,000
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
<b>Other Sub-Total:</b>		-	-	-	4,000	4,000	-	-	-	\$ 8,000	\$ 8,000
<b>Total Allocations</b>		\$ -	\$ -	\$ -	\$ 59,000	\$ 4,000	\$ -	\$ -	\$ -	\$ 63,000	\$ 63,000
<b>Source of Funds</b>											
TIRZ Funds		-	-	-	59,000	4,000	-	-	-	\$ 63,000	\$ 63,000
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -
Other		-	-	-	-	-	-	-	-	\$ -	\$ -
<b>Total Funds</b>		\$ -	\$ -	\$ -	\$ 59,000	\$ 4,000	\$ -	\$ -	\$ -	\$ 63,000	\$ 63,000

<b>Project:</b>	<b>2600 - 3500 Block Main Street Pedestrian/Bicycle Safety Project</b>	<b>City Council District</b>		<b>Key Map:</b>		<b>WBS.:</b>	<b>T-2104</b>	
		<b>Location:</b>	H	<b>Geo. Ref.:</b>				
		<b>Served:</b>	H	<b>Neighborhood:</b>				
<b>Description:</b>	Amendment to Major Thoroughfare Plan to provide for adequate sidewalks/multi-purpose pathway from I-45 to the METRO light rail facility on Fulton Street.	<b>Operating and Maintenance Costs: (\$ Thousands)</b>						
			<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>Total</b>
		Personnel	-	-	-	-	-	\$ -
		Supplies	-	-	-	-	-	\$ -
<b>Justification:</b>	Existing conditions consist of irregular stretches of non-connected segments of sidewalks, often blocked by telephone poles, or other conditions that render them useless.	Svcs. & Chgs.	-	-	-	-	-	\$ -
		Capital Outlay	-	-	-	-	-	\$ -
		<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		FTEs						

**Fiscal Year Planned Expenses**

<b>Project Allocation</b>		<b>Projected Expenses thru 6/30/20</b>	<b>2021 Budget</b>	<b>2021 Estimate</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>FY22 - FY26 Total</b>	<b>Cumulative Total (To Date)</b>
<b>Phase</b>											
1	Planning	-	-	27,500	27,500	-	-	-	-	\$ 27,500	\$ 55,000
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -
3	Design	-	-	-	-	-	-	-	-	\$ -	\$ -
4	Construction	-	-	-	-	-	-	-	-	\$ -	\$ -
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -
7	Other	-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
<b>Other Sub-Total:</b>		-	-	-	-	-	-	-	-	\$ -	\$ -
<b>Total Allocations</b>		\$ -	\$ -	\$ 27,500	27,500	\$ -	\$ -	\$ -	\$ -	\$ 27,500	\$ 55,000
<b>Source of Funds</b>											
TIRZ Funds		-	-	27,500	27,500	-	-	-	-	\$ 27,500	\$ 55,000
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -
Other		-	-	-	-	-	-	-	-	\$ -	\$ -
<b>Total Funds</b>		\$ -	\$ -	\$ 27,500	\$ 27,500	\$ -	\$ -	\$ -	\$ -	\$ 27,500	\$ 55,000

\*NOTE:

<b>Project:</b> Pickney Street Hike and Bike Trail	<b>City Council District</b>	<b>Key Map:</b>		<b>WBS.:</b>	<b>T-2105</b>		
	<b>Location:</b>	<b>Geo. Ref.:</b>					
	<b>Served:</b>	<b>Neighborhood:</b>					
<b>Description:</b>	Trail connection to the White Oak Bayou Regional Trail System providing access from the neighborhood to the White Oak and Buffalo Bayou Trail Systems.	<b>Operating and Maintenance Costs: (\$ Thousands)</b>					
		<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>Total</b>
	Personnel	-	-	-	-	-	\$ -
	Supplies	-	-	-	-	-	\$ -
<b>Justification:</b>	Trail is identified on the Houston Bike Plan, Houston Park Board's Bayou Greenways Plan, Near Northside Complete Communities Plan, Vision Zero Plan and the Heights/Near Northside Mobility Study.						
	Svcs. & Chgs.	-	-	-	-	-	\$ -
	Capital Outlay	-	-	-	-	-	\$ -
	<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	FTEs						-

**Fiscal Year Planned Expenses**

Project Allocation		Projected Expenses thru 6/30/20	2021 Budget	2021 Estimate	2022	2023	2024	2025	2026	FY22 - FY26 Total	Cumulative Total (To Date)
<b>Phase</b>											
1	Planning	-	-	-	-	-	-	-	-	\$ -	\$ -
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -
3	Design	-	-	-	50,000	-	-	-	-	\$ 50,000	\$ 50,000
4	Construction	-	-	-	550,000	-	-	-	-	\$ 550,000	\$ 550,000
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -
7	Other	-	-	-	5,000	-	-	-	-	\$ 5,000	\$ 5,000
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
<b>Other Sub-Total:</b>		-	-	-	5,000	-	-	-	-	\$ 5,000	\$ 5,000
<b>Total Allocations</b>		\$ -	\$ -	\$ -	\$ 605,000	\$ -	\$ -	\$ -	\$ -	\$ 605,000	\$ 605,000
<b>Source of Funds</b>											
TIRZ Funds		-	-	-	335,000	-	-	-	-	\$ 335,000	\$ 335,000
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -
Grants		-	-	-	270,000	-	-	-	-	\$ 270,000	\$ 270,000
Other		-	-	-	-	-	-	-	-	\$ -	\$ -
<b>Total Funds</b>		\$ -	\$ -	\$ -	\$ 605,000	\$ -	\$ -	\$ -	\$ -	\$ 605,000	\$ 605,000

<b>Project:</b>	<b>Concrete Panel &amp; Sidewalk Replacement Program</b>	<b>City Council District</b>		<b>Key Map:</b>		<b>WBS.:</b>	<b>T-2199</b>	
		<b>Location:</b>	H	<b>Geo. Ref.:</b>				
		<b>Served:</b>	H	<b>Neighborhood:</b>				
<b>Description:</b>	Street and/or sidewalk maintenance program.	<b>Operating and Maintenance Costs: (\$ Thousands)</b>						
			<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>Total</b>
		Personnel	-	-	-	-	-	\$ -
		Supplies	-	-	-	-	-	\$ -
<b>Justification:</b>	Mobility improvements to extend life of roads.	Svcs. & Chgs.	-	-	-	-	-	\$ -
		Capital Outlay	-	-	-	-	-	\$ -
		<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		FTEs						-

**Fiscal Year Planned Expenses**

Project Allocation		Projected Expenses thru 6/30/20	2021 Budget	2021 Estimate	2022	2023	2024	2025	2026	FY22 - FY26 Total	Cumulative Total (To Date)
<b>Phase</b>											
1	Planning	-	-	-	-	-	-	-	-	\$ -	\$ -
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -
3	Design	-	-	-	-	-	-	-	-	\$ -	\$ -
4	Construction	-	25,000	-	25,000	25,000	25,000	25,000	25,000	\$ 125,000	\$ 125,000
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -
7	Other	-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
<b>Other Sub-Total:</b>		-	-	-	-	-	-	-	-	\$ -	\$ -
<b>Total Allocations</b>		\$ -	\$ 25,000	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 125,000	\$ 125,000
<b>Source of Funds</b>											
TIRZ Funds		-	-	-	25,000	25,000	25,000	25,000	25,000	\$ 125,000	\$ 125,000
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -
Grant		-	-	-	-	-	-	-	-	\$ -	\$ -
Other		-	-	-	-	-	-	-	-	\$ -	\$ -
<b>Total Funds</b>		\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 125,000	\$ 125,000



TAB

SEVEN B

## THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

This Third Amendment to Development Agreement (this “Agreement”), dated effective as of \_\_\_\_\_, 2021 (the “Effective Date”), is entered into by and between REINVESTMENT ZONE NUMBER TWENTY-ONE, CITY OF HOUSTON, TEXAS (the “Zone”), a tax increment reinvestment zone created by the City of Houston, Texas (the “City”) pursuant to Chapter 311 of the Texas Tax Code, as amended, acting by and through its governing body, the Board of Directors (the “Zone Board”), HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY, a public non-profit local government corporation created pursuant to Chapter 431, Texas Transportation Code (“Authority”) acting by and through its governing body, the Board of Directors (the “Authority Board”), and CR V HARDY YARDS, L.P., a Delaware limited partnership (hereinafter the “Owner”) (collectively, the “Parties”).

### RECITALS

All capitalized terms used in these recitals shall have the meaning ascribed to them in Article I herein.

The Zone, the Authority, and the Owner executed a Development Agreement dated as of March 4, 2010 (the “Original Development Agreement”), a First Amendment to Development Agreement dated as of May 14, 2012, as restated by an Amended and Restated First Amendment to Development Agreement dated as of October 11, 2013 (the “First Amendment”), and a Second Amendment to Development Agreement dated as of December 8, 2014 (the “Second Amendment”) (the Original Development Agreement, as amended by the First Amendment and the Second Amendment, the “Development Agreement”).

The Authority, the Zone, and the Owner now wish to enter into this Agreement for the purposes of amending the Development Agreement.

In consideration of the mutual benefits described herein and in the Development Agreement, and other good and valuable consideration, the Parties agree as follows:

### ARTICLE 1 DEFINITIONS

#### 1.1 Definitions.

(A) Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to them in the Development Agreement.

(B) The term “Available Tax Increment” as it appears in Section 1.1 of the Development Agreement is hereby amended and restated to read as follows:

“Available Tax Increment” with respect to the Reimbursement for Improvements—means sixty-six and two-thirds percent (66<sup>2/3</sup>%) of the Tax Increments deposited into the Revenue Fund after the Effective Date that are attributable to the Hardy Yards Site and any and all improvements thereon, minus Tax

Increments required to pay Zone Administrative Costs and minus an amount equal to any funds paid to Developer from the Authority for such Improvements from any other source.

1.2 Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

## ARTICLE 2 REPRESENTATIONS

2.1 Representations of Authority. The Authority hereby represents to the Owner that:

(A) The Authority has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (iii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Authority under any agreement or instrument to which the Authority is a party or by which the Authority or its assets may be bound or affected.

(B) This Agreement has been duly authorized, executed and delivered by the Authority and, constitutes a legal, valid and binding obligation of the Authority, enforceable in accordance with its terms.

(C) The execution, delivery and performance of this Agreement by the Authority do not require the consent or approval of any person which has not been obtained.

(D) Subject to Section 5.1 of the Development Agreement, this Agreement is consistent with the Project and Financing Plan.

2.2 Representations of the Zone. The Zone hereby represents to the Authority and the Owner that:

(A) The Zone has the power, authority and legal right to enter into and perform this Agreement, and the execution, delivery and performance hereof (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (iii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Zone under any agreement or instrument to which the Zone is a party or by which the Zone or its assets may be bound or affected.

(B) This Agreement has been duly authorized, executed and delivered by the Zone and, constitutes a legal, valid and binding obligation of the Zone, enforceable in accordance with its terms.

(C) The execution, delivery and performance of this Agreement by the Zone does not require the consent or approval of any person which has not been obtained.

(D) Subject to Section 5.1 of the Development Agreement, this Agreement is consistent with the Project and Financing Plan.

2.3 Representations of the Owner. The Owner hereby represents to the Authority and the Zone that:

(A) The Owner has the power, authority and legal right to enter into and perform the specific obligations set forth in this Agreement, and the execution, delivery and performance hereof with respect to such matters, (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to the Owner or any provisions of its formation documents, and (iii) do not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Owner under any agreement or instrument to which the Owner is a party or by which the Owner or its assets may be bound or affected.

(B) Prior to Commencement of the Improvements, the Owner shall have obtained sufficient commitments to fund Completion of the Improvements, from equity, debt financing, or other available funding.

(C) This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the Owner, enforceable against the Owner in accordance with its terms.

### ARTICLE 3 REIMBURSEMENT

3.1 Owner Advance. Section 6.3 of the Development Agreement is hereby amended as follows:

(A) Section 6.3(G) of the Development Agreement is hereby amended by deleting the last sentence thereof in its entirety.

(B) Section 6.3(H) of the Development Agreement is hereby deleted in its entirety.

### ARTICLE 4 GENERAL

4.1 Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the Zone, the Authority and the Owner. No course of dealing on the part of the Owner, nor any failure or delay by the Owner with respect to exercising any right, power or privilege of the Owner under this Agreement shall operate as a waiver thereof, except as otherwise provided in this section.

4.2 Invalidity; Ratification. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement. The Development Agreement, as amended by this Agreement, is hereby ratified and confirmed and is in full force and effect.

4.3 Successors and Assigns. All covenants and agreements contained by or on behalf of the Authority and the Zone in this Agreement shall bind their successors and assigns and shall inure to the benefit of the Owner and its successors and assigns. The Authority, the Zone, and the Owner may assign its rights and obligations under this Agreement only in accordance with the Development Agreement. The City is a beneficiary of the obligations of the other Parties under this Agreement and the Development Agreement.

4.4 Exhibits; Titles of Articles, Sections and Subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated.

4.5 Construction. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, as such laws are now in effect.

4.6 Entire Agreement. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

4.7 Recitals. All recitals to this Agreement are hereby found to be true and correct by the Parties, and are incorporated as a part of this Agreement.

4.8 No Recordation. The Parties agree that neither this Agreement nor any memorandum or notice hereof shall be recorded without the consent of all Parties.

4.9 Waiver of Jury Trial. The Parties covenant and agree not to elect a trial by jury with respect to any issue arising under this Agreement triable by a jury and waive any right to trial by jury to the extent that any such right shall not or hereafter exist.

[signatures on separate pages]

IN WITNESS WHEREOF, the Zone, the Authority, and the Owner have made and executed this Amendment in multiple copies, each of which is an original as of the Effective Date.

REINVESTMENT ZONE NUMBER  
TWENTY-ONE, CITY OF HOUSTON, TEXAS

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HARDY/NEAR NORTHSIDE  
REDEVELOPMENT AUTHORITY

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CR V HARDY YARDS, L.P.,  
a Delaware limited partnership

By: CR V Hardy Yards GP, L.L.C.,  
Its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF HOUSTON  
APPROVAL**

APPROVED:

**CHIEF DEVELOPMENT OFFICER,  
CITY OF HOUSTON, TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



SINGLE SHEET OF PLAIN  
COLORED PAPER

DEVELOPMENT AGREEMENT

Among

REINVESTMENT ZONE NUMBER TWENTY-ONE, CITY OF HOUSTON, TEXAS

and

HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY

and

CR V HARDY YARDS, L.P.

March 4, 2010

## DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement"), dated effective as of March 4, 2010, is entered into by and between REINVESTMENT ZONE NUMBER TWENTY-ONE, CITY OF HOUSTON, TEXAS (the "Zone"), a tax increment reinvestment zone created by the City of Houston, Texas (the "City") pursuant to Chapter 311 of the Texas Tax Code, as amended, acting by and through its governing body, the Board of Directors (the "Zone Board"), HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY, a public non-profit local government corporation created pursuant to Chapter 431, Texas Transportation Code ("Authority") acting by and through its governing body, the Board of Directors (the "Authority Board") and CR V HARDY YARDS, L.P., a Delaware limited partnership (hereinafter the "Owner") (collectively, the "Parties").

### RECITALS

All capitalized terms used in these recitals shall have the meaning ascribed to them in Article I herein.

The Zone, the Authority, and the Owner desire to provide for the Improvements and reimbursement for the Project Costs incurred by the Owner related thereto, by entering into this Agreement.

Pursuant to Chapter 311 of the Texas Tax Code, as amended, the City created the Zone by Ordinance No. 2003-1258, adopted December 17, 2003, and appointed its Board of Directors.

The Zone adopted and the City approved by City Ordinance No. 2008-1212, a Project Plan and Reinvestment Zone Financing Plan, which was amended and restated by the First Amended Project Plan and Reinvestment Zone Financing Plan for the Zone adopted and approved by the City by City Ordinance No. 2009-1272; and

The City, the Zone, and the Authority entered into an agreement (the "Hardy Yard Agreement") which was executed on December 8, 2009 and approved by City Ordinance No. 2009-1271, pursuant to which, among other things, the Authority agreed to provide certain services to the City and the Zone, including the administration of the Zone and the implementation of the Project and Financing Plan.

The Hardy Yard Agreement provides that the Authority may enter into a development agreement with the Owner upon the approval of the City's Director of Finance.

The Hardy Yard Agreement further provides that the Authority must obtain the prior approval of the City's Director of Public Works and Engineering for any project approved in the Zone's Project and Financing Plan that is constructed or caused to be constructed by the Authority.

The Authority and the Zone have determined that it is in the best interest of the Zone and the Authority to enter into this Agreement with the Owner with regard to the Improvements, in order to induce the Owner to develop the property within the Hardy Yard Area and to provide for the efficient and effective implementation of certain aspects of the Project and Financing Plan

and to stimulate commercial and residential development and redevelopment, together with revitalization in the Hardy Yard Area.

The Authority and the Zone now wish to enter into this Agreement with the Owner, for the purposes of, among other things, reimbursing the Owner for Project Costs incurred by the Owner under the terms and conditions of this Agreement.

In consideration of the mutual benefits described herein, including the installation of the Improvements and reimbursement of the Project Costs, and other good and valuable consideration, the Parties agree as follows:

## ARTICLE 1 DEFINITIONS

1.1 Definitions. The terms “Agreement,” “Authority,” “Authority Board,” “City,” “Hardy Yard Agreement,” “Owner,” “Parties,” “Zone” and “Zone Board” have the meanings set forth in the preamble hereof, and the following terms have the following meanings:

“Act” means the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended.

“Affiliate” means, with respect to the Owner, any Person that through one or more intermediaries, controls or is controlled by, or is under common control with, the Owner.

“Authority Obligations” means bonds, notes or other obligations issued by the Authority that are secured by funds deposited in the Revenue Fund.

“Available Tax Increment” with respect to the Reimbursement for Onsite Improvements means sixty-six and two-thirds percent ( $66\frac{2}{3}\%$ ) of the Tax Increments deposited into the Revenue Fund after the Effective Date that are attributable to the Hardy Yards Site and any and all improvements thereon, minus Tax Increments required to pay Zone Administration Costs; and with respect to the Reimbursement for Offsite Improvements means sixty-six and two-thirds percent ( $66\frac{2}{3}\%$ ) of the Tax Increments deposited into the Revenue Fund after the Effective Date that are attributable to the TIRZ 21 Area and any and all improvements thereon, minus Tax Increments required to pay Zone Administration Costs.

“Bond Proceeds” means all net proceeds, after deducting all issuance costs and any amounts for capitalized interest and reserves, received by the City or the Authority in connection with the issuance and sale of Authority Obligations.

“Commencement of the Improvements” means, with respect to each applicable Phase of the Improvements, the Owner has 1) notified the Zone and the Authority of the Improvements Phase Schedule; 2) obtained sufficient commitments to fund Completion of the Improvements, from equity, debt financing, or other available funding; or Owner may otherwise demonstrate that Owner has sufficient capital to meet the funding requirements of such Improvements Phase in a manner acceptable to the Authority; 3) entered into construction contracts as may be appropriate or necessary to commence initial groundbreaking of the Improvements; 4) issued a

notice to proceed to commence construction of the Improvements; and 5) actually commenced mobilization and groundbreaking associated with the Improvements.

“Commencement of the Development” means with respect to the Development, the Owner has 1) entered into construction contracts as may be appropriate or necessary to commence Initial Groundbreaking; 2) issued a notice to proceed to commence Initial Groundbreaking; and 3) actually commenced Initial Groundbreaking.

“Completion” means, with respect to each Phase of the Improvements, completion of such Phase substantially in accordance with the applicable Plans and Specifications so that such Improvements can be used and maintained for their intended purposes, as evidenced by a Final Completion Certificate in the form attached hereto as Exhibit C.

“Contractor” shall have the meaning provided in Section 7.1(J) hereof.

“County” means Harris County, Texas.

“Designated Agent” means the individual designated by the Authority Board in writing to the Owner from time to time during the term of this Agreement.

“Development” means the design and construction of a mixed-use project including residential units as well as retail, office or other commercial uses located on the Hardy Yards Site.

“Development Loan” means any loan or financing (including any development, construction, permanent or mezzanine loan or financing) provided by a Lender to Owner or any affiliate of Owner to fund any costs and expenses relating to the acquisition, development and/or construction of any portion of the Hardy Yards Site, the Development or the Improvements.

“Director of Finance” means the Director of Finance of the City or the director of any successor agency of the City and his or her designee.

“Director of Public Works” means the Director of Public Works and Engineering of the City, or the director of any successor agency of the City and his or her designee.

“Effective Date” means the date of this Agreement set forth in the introductory paragraph.

“Final Expiration of the TIRZ” means the date on which the Zone terminates, as such date may be extended from time to time pursuant to any act, legislation, regulation, ordinance or agreement.

“Force Majeure” shall have the meaning provided in Section 9.14.

“Hardy Yards Site” means those certain tracts of land described in Exhibit A to this Agreement, as such Exhibit A may be modified or amended from time to time by mutual agreement of the Owner and the Authority.

“Impact Fees” means the water and wastewater impact fees attributable to the Development as set forth on Exhibit B and as may be amended from time to time by the City’s Department of Public Works and Engineering or any successor agency of the City.

“Improvements” means both Onsite Improvements and Offsite Improvements.

“Initial Groundbreaking” means the commencement of site grading work on any portion of the Hardy Yards Site.

“Lender” means any party providing a Development Loan.

“Material Change Order” means any single change order that is in an amount greater than TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00).

“Onsite Enhanced Improvements” means those Improvements added to Exhibit B in accordance with Section 3.2.

“Onsite Improvements” means public improvements as further defined in Section 3.2 of this Agreement and as described as “Onsite Public Improvements” in Exhibit B that are located in the Hardy Yards Site.

“Offsite Improvements” means public improvements as further defined in Section 3.2 of this Agreement and as described as “Offsite Public Improvements” in Exhibit B that are located within the TIRZ 21 Area but outside the Hardy Yards Site, and Onsite Enhanced Improvements.

“Owner Advances” means, collectively, any funds advanced by or on behalf of the Owner pursuant to Article 6 of this Agreement for Project Costs.

“Person” means an individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, governmental authority, or any other entity or association.

“Phase” means each of the separate phases of the Improvements as set forth on Exhibit B, attached hereto, as may be modified pursuant to Section 3.2.

“Phase Schedule” means the commencement, construction and completion schedule for each particular Phase as determined by the Owner, subject to Force Majeure.

“Plans and Specifications” means one or more designs, plans and specifications and surveys for each of the Phases of the Improvements as further defined in Article 3 and in accordance with Article 4 as approved by the Authority, however, the Authority’s approval right shall be limited to reviewing the plans and specifications described herein for consistency with this Agreement.

“Portion of the Impact Fees” means each separate payment of a portion of the Impact Fees, made by Owner.

“Prime Rate” means the variable per annum rate of interest known as The United States Prime Rate as listed in the Eastern print edition of The Wall Street Journal.

“Project and Financing Plan” or “Plan” means the final project plan and reinvestment zone financing plan for the Zone as amended, as approved by the Zone and the City, and as may be further amended from time to time.

“Project Costs” means eligible “project costs,” as defined in the Act, consisting of the Impact Fees and costs relating to the Improvements, including, without limitation, (a) all capital costs and other costs paid or incurred by the Owner in financing, planning, managing, designing, acquiring, developing, constructing and installing the Improvements and in obtaining reimbursement therefor for each of the fees and activities listed herein, whether before or after the date of this Agreement, including the Impact Fees and the costs of the Improvements, including engineering, planning, accounting, architectural, legal, survey, testing, laboratory costs, bonding premiums, license fees, any impact or capital recovery fees, land acquisition, clearing and grading costs, advertising and other bidding costs, amounts due under construction contracts, costs of labor and material, insurance premiums, and taxes, and (b) Zone Administration Costs advanced by the Owner. Project Costs do not include the cost of any land for right of way for Improvements on N. San Jacinto and Burnett within or adjacent to the Hardy Yards Site, which shall be dedicated by the Owner to the City or appropriate public entity at no cost.

“Reimbursement” means the actual amount paid with respect to the Project Costs plus applicable interest (as further described in Sections 5.1 and 6.3 herein).

“Revenue Fund” means the special fund established by the Authority and funded with payments made from Tax Increments, pursuant to the Hardy Yard Agreement.

“Tax Increments” means funds deposited in the Revenue Fund.

“TIRZ 21 Area” means all of the property located within the boundaries of the Zone.

“Zone Administration Costs” means the administration expenses of the Zone and the Authority as budgeted and approved by the City Council on an annual basis, however, notwithstanding anything herein to the contrary, on an annual basis, Zone Administration Costs shall never exceed fifty thousand dollars (\$50,000) plus five percent (5%) of the Tax Increments.

1.2 Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

## ARTICLE 2 REPRESENTATIONS

2.1 Representations of Authority. The Authority hereby represents to the Owner that:

(A) The Authority is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

(B) The Authority has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (iii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Authority under any agreement or instrument to which the Authority is a party or by which the Authority or its assets may be bound or affected.

(C) This Agreement has been duly authorized, executed and delivered by the Authority and, constitutes a legal, valid and binding obligation of the Authority, enforceable in accordance with its terms.

(D) The execution, delivery and performance of this Agreement by the Authority do not require the consent or approval of any person which has not been obtained.

(E) Subject to Section 5.1, the Improvements and Project Costs are components of or are consistent with the Project and Financing Plan.

2.2 Representations of the Zone. The Zone hereby represents to the Authority and the Owner that:

(A) The Zone is duly authorized, created and existing under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

(B) The Zone has the power, authority and legal right to enter into and perform this Agreement, and the execution, delivery and performance hereof (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (iii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Zone under any agreement or instrument to which the Zone is a party or by which the Zone or its assets may be bound or affected.

(C) This Agreement has been duly authorized, executed and delivered by the Zone and, constitutes a legal, valid and binding obligation of the Zone, enforceable in accordance with its terms.

(D) The execution, delivery and performance of this Agreement by the Zone does not require the consent or approval of any person which has not been obtained.

(E) Subject to Section 5.1, the Improvements and Project Costs are components of or are consistent with the Project and Financing Plan.



2.3 Representations of the Owner. The Owner hereby represents to the Authority and the Zone that:

(A) CR V Hardy Yards, L.P. is a limited partnership created under the laws of the State of Delaware, and is duly qualified to do business in Texas and wherever necessary to carry on the operations contemplated by this Agreement.

(B) The Owner has the power, authority and legal right to enter into and perform the specific obligations set forth in this Agreement, and the execution, delivery and performance hereof with respect to such matters, (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to the Owner or any provisions of its formation documents, and (iii) do not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Owner under any agreement or instrument to which the Owner is a party or by which the Owner or its assets may be bound or affected.

(C) Prior to Commencement of the Improvements, the Owner shall have obtained sufficient commitments to fund Completion of the Improvements, from equity, debt financing, or other available funding.

(D) This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the Owner, enforceable against the Owner in accordance with its terms.

### ARTICLE 3

#### THE DEVELOPMENT, THE IMPROVEMENTS AND THE IMPACT FEES

3.1 The Development. The scale, pace, scope, phasing, mixture of land uses and logistics of all work in connection with the Development shall be determined by the Owner who shall keep the Authority informed as to the same. The Parties acknowledge that construction of the Development and the Improvements may cease for some period of time, from time to time, in between phases or during a phase.

3.2 Improvements and Impact Fees. Each Phase of the Improvements, will be designed and constructed pursuant to the applicable Phase Schedule. The Onsite Improvements consist of the public improvements and infrastructure as set forth in Exhibit B, including water, sanitary and storm drainage, street lighting and landscaping, utility burial, and street, bridge and sidewalk construction, to be constructed anywhere within the Hardy Yards Site. The Offsite Improvements consist of the public improvements and infrastructure listed on Exhibit B attached hereto within the TIRZ 21 Area but outside of the Hardy Yards Site. Exhibit B may, nevertheless, be amended to add Onsite Enhanced Improvements if the Public Works Director requests the Owner to install a public improvement or infrastructure within the Hardy Yards Site that is oversized, enhanced or otherwise developed to meet infrastructure needs benefitting the TIRZ 21 area or the community generally and that serves a primary function other than meeting the infrastructure requirements of the Development. Upon approval of the Owner, the Zone and the Authority of an amended Exhibit B including such additional Onsite Enhanced Improvements, the amended Exhibit B shall be the list of Improvements eligible for the

Reimbursement. The Improvements will be constructed in the Phases as set forth in Exhibit B, which Phases may be modified from time to time as determined by the Owner, with notice to the Authority, in order to accommodate the logistical coordination of construction of the Improvements and the Development. Each Portion of Impact Fees will be paid by the Owner pursuant to the requirements of the City's Department of Public Works.

3.3 Additional Improvements. This Agreement does not apply to any improvements, public or otherwise, which are not specifically defined herein, located within or reasonably related to the TIRZ 21 Area, and referenced in Exhibit B, unless this Agreement is amended as set forth in Section 9.5 to provide for the design and construction of such additional improvements.

3.4 Authority's Right to Terminate. Notwithstanding any other provision of this Agreement to the contrary, the Authority shall, in the sole and absolute discretion of the Authority, have the right, upon thirty (30) days prior written notice to the Owner, to terminate this Agreement if, subject to Force Majeure, either (i) the Owner does not reach Commencement of the Improvements for the portion of the Improvements described in Exhibit B as Phase 1 of the Improvements by the later of (a) twelve (12) months after securing a binding financial commitment from the U.S. Department of Transportation TIGER Grant Program to cover costs associated with the San Jacinto Bridge or (b) five (5) years after the Effective Date of this Agreement ("Commencement Date"); (ii) if all of Phase 1 of the Improvements are not constructed and installed, to Completion in accordance with this Agreement within thirty six (36) months from the date the Owner reaches Commencement of the Improvements for Phase 1 of the Improvements (the "Phase 1 Improvements Timetable"); or (iii) the Development is constructed inconsistent with the description of the Development in Section 3.1. The Commencement Date shall be subject to any required regulatory approval or permitting, provided that the Owner has made reasonable best efforts to receive any required regulatory approval or permitting by the Commencement Date. The Commencement Date shall also be subject to the coordination of required improvement development activities between the City, Metro, Harris County and Union Pacific and to obtaining the necessary funding from the requisite public entities. Notwithstanding the foregoing, it shall not be an event of default hereunder for the Owner to fail to meet the Commencement Date referenced in this section of the Agreement, and the Authority's foregoing right to terminate shall be the Authority's and the Zone's sole right and remedy hereunder in such event.

3.5 Owner's Rights to Terminate. The Owner may terminate this Agreement:

(A) with cause at any time in the event of a change in the Act or the Project and Financing Plan which eliminates or reduces the Reimbursement as set forth in Articles 5 and 6 of this Agreement;

(B) without cause in its sole discretion at any time prior to the disbursement of funds by the Authority pursuant to this Agreement; or

(C) without cause at any time after disbursement of funds by the Authority pursuant to this Agreement provided that any Reimbursement paid to the Owner by the Authority pursuant to this Agreement is repaid to the Authority with interest calculated at the Prime Rate

from the date of each payment of a portion of the Reimbursement; in which event all of the rights and obligations of the Parties hereunder shall terminate and be of no further force or effect, except for any applicable insurance, indemnification, release, or maintenance requirements provided for in this Agreement.

ARTICLE 4  
DUTIES AND RESPONSIBILITIES OF THE OWNER

4.1 General. In consideration of the reimbursement of actual Project Costs, the Owner agrees to design, develop, construct and install or cause the design, construction and installation of the Improvements as described in Exhibit B in accord with all applicable City requirements, as amended from time to time, with the Authority's approval, and to provide and furnish, or cause to be provided and furnished, all materials and services as and when required in connection with the construction of the Improvements. The Owner shall be responsible for obtaining all necessary permits and approvals from the City and all other governmental officials and agencies having jurisdiction (including approvals required under the Hardy Yard Agreement), provide supervision and construction management of all phases of construction of the Improvements, provide quarterly reports of the status of such construction to the Authority, and shall use commercially reasonable efforts to cause the construction to be performed substantially in accordance with the Plans and Specifications. The Owner shall comply with all applicable laws, rules and regulations in connection with the Improvements. Each of the Authority and the Zone shall use its best efforts to assist the Owner in obtaining such permits and approvals necessary to construct the Development, including the Improvements. Additionally, each of the Authority and the Zone shall use its best efforts to assist the Owner in obtaining from the City all required temporary construction and access easements necessary to install the Improvements.

4.2 Design of the Improvements. The Owner has prepared or will prepare the Plans and Specifications for the Improvements as the same may be reasonably revised by the Owner from time to time with the approval of the Authority, which approval shall not be unreasonably withheld. The Owner shall submit the Plans and Specifications to the Designated Agent for review and approval prior to commencing construction of the Improvements or any portion thereof. The Designated Agent shall approve or reject the Plans and Specifications as they relate to the Improvements within fourteen (14) calendar days of submission. If the Designated Agent fails to approve or reject the Plans and Specification within fourteen (14) calendar days after submittal, the Plans and Specifications shall be deemed approved. In the event the Designated Agent rejects the Plans and Specifications, it shall include specific reasons for such rejection in writing. If there are any material changes to the Plans and Specifications after they have been approved or deemed approved by the Designated Agent as they relate to the Improvements, the Owner shall submit such changes to the Designated Agent, who shall approve or reject such changes within fourteen (14) calendar days of submission. If the Designated Agent fails to approve or reject such changes to the Plans and Specification within fourteen (14) calendar days after submittal such changes to the Plans and Specifications shall be deemed approved. So long as the Owner reasonably incorporates Designated Agent's comments, the Plans and Specifications shall thereafter be deemed approved and Designated Agent shall have no further right to reject such Plans and Specifications.

4.3 Participation of Disadvantaged Businesses. As to the construction of the Improvements:

(A) The Owner will make a good faith effort to comply with the City's policy regarding the participation of Minority Business Enterprises and Women Business Enterprises ("MWDBE efforts") with respect to the design, installation and construction of the Improvements.

(B) The Owner shall maintain records showing (i) its contracts, supply agreements and support with and to disadvantaged business enterprises, and (ii) specific efforts to identify and award prime contracts, subcontracts, supply agreements, and support with and to minority and women-owned business enterprises. The Owner shall, upon request, provide reports of its efforts under this section to the Authority in such form and manner as the Authority may prescribe.

4.4 Intentionally omitted.

4.5 Construction and Installation of the Improvements/Payment of Impact Fees. The Owner shall be responsible for the inspection, supervision and management of the construction and installation of the Improvements in accordance with the Plans and Specifications and relevant City ordinances or procedures. All Material Change Orders relating to the Improvements shall be approved in advance by the Designated Agent, who shall not unreasonably withhold, delay or condition such approval. If the Designated Agent fails to approve or reject any Material Change Order within seven (7) calendar days after submission the Material Change Order shall be deemed approved. No consent of the Designated Agent shall be required for any change order that is not a Material Change Order. Upon completion of the construction of the Improvements, the Owner shall provide the Authority with a final cost summary of all costs associated with such contract, a Final Completion Certificate in the form attached hereto as Exhibit C and evidence that all amounts owing to contractors and subcontractors have been paid in full evidenced by customary affidavits executed by such contractors and subcontractors. The Owner agrees to allow the Authority or its agent reasonable access to the construction site to inspect the Improvements during and after construction. The payments to the Owner under Section 6.1 are subject to the Designated Agent's verification that the costs requested for payment have been incurred and that all improvements have been constructed substantially in accordance with the Plans and Specifications.

The Owner may submit a request for Reimbursement each time a particular Phase of the Improvements has reached Completion or each time a Portion of the Impact Fees is paid. With each request for a Reimbursement for a particular Phase of the Improvements, the Owner shall deliver to the Authority the following items pertaining to such Phase of the Improvements that has reached Completion:

- (i) a written request for reimbursement;
- (ii) three (3) full and complete sets of final Plans and Specifications and final "record" drawings;

(iii) a final cost summary of all Project Costs, including costs associated with the construction contract;

(iv) a summary of all Owner Advances;

(v) a Final Completion Certificate in the form attached hereto as Exhibit C, executed by an officer authorized to bind the Owner or the architect/engineer engaged by the Owner;

(vi) evidence that all contractors, subcontractors, laborers, materialmen, architects, engineers and all other parties who have performed work on or furnished materials have been paid in full (other than amounts which are in dispute and for which the Owner has sufficient funds to pay such amounts in full), together with executed and delivered releases of lien or customary affidavits executed by such contractors;

(vii) a certificate executed by an officer authorized to bind the Owner certifying that all contractors, subcontractors, laborers, materialmen, architects, engineers and all other parties who have performed work on or furnished materials have been paid in full (other than amounts which are in dispute and for which the Owner has sufficient funds to pay such amounts in full);

(viii) evidence of MWDBE efforts; and

(ix) other information reasonably and timely requested by the Authority.

With each request for a Reimbursement for a Portion of the Impact Fees, the Owner shall deliver to the Authority the following items pertaining to such Portion of the applicable fees:

(x) a written request for reimbursement;

(xi) evidence that such Portion of the Impact Fees has been paid; and

(xii) other information reasonably and timely requested by the Authority.

4.6 Covenant to Maintain the Landscaping. The Owner covenants to maintain at its own cost all landscaping that is part of the Improvements, including maintenance of new and existing trees, the payment of charges for water for irrigation purposes, charges for electric utilities to provide power to tree lighting and other decorative purposes, if any, and shall maintain the associated irrigation and electrical systems. This covenant to maintain landscaping shall be for the benefit of and appurtenant to such land and be filed as part of the deed records of Harris County. The Owner may assign its obligation under this Section provided, however, any such assignee(s) must specifically assume the assigned obligations of the Owner under this Section, and the Owner shall provide the Authority with notice of any such assignment. Neither the Owner nor the Authority shall be responsible for maintaining any of the Improvements, except to the extent explicitly set forth in this Section. All such responsibility shall be that of the City as set forth in Section 4.10 below.

4.7 Tree Protection and Planting Covenant. The Owner agrees to abide with the tree protection and planting requirements of applicable law (including, without limitation, Section 33-110 of the City's Code of Ordinances).

4.8 Payment of Fees. The Owner agrees to pay or cause to be paid all monthly rates and charges for water and sewer services and shall pay all applicable City building permit fees for the Development with respect to any portion of the Hardy Yards Site owned by the Owner during its period of ownership, beginning upon Completion, it being understood that such fees shall be consistent with the charges and fees being charged to other similar developments in the City.

4.9 Cooperation. Solely with respect to the design, development, construction and installation of the Improvements, the Owner agrees that it will reasonably cooperate with the Zone and the Authority and will provide all reasonably necessary information to the Authority and its consultants in order to assist the Authority in complying with the Hardy Yard Agreement, including, without limitation, the completion of the audit and construction audit required therein.

4.10 Dedication. Upon Completion of each Phase of the Improvements, the Owner shall transfer all right, title and interest to that particular Phase of the Improvements to the City or other appropriate governmental entity by bill of sale or other similar instrument, after which the City or other appropriate governmental entity shall be solely responsible for the repair, maintenance and replacement of the said Phase of the Improvements except those applicable to the Owner pursuant to Section 4.6. In addition, the Owner shall grant the City all reasonably required easements that are necessary in order for the City to repair, maintain and replace said Phase of the Improvements.

## ARTICLE 5 DUTIES AND RESPONSIBILITIES OF AUTHORITY

5.1 Reimbursement. The Authority shall pay to the Owner the amount of actual Project Costs, plus any and all accrued interest pursuant to Section 6.3 ("Reimbursement"). The separation of the work into separate Phases and portions of the Improvements and Portions of Impact Fees, in Exhibit B, and the estimates of any other Project Costs contained in Exhibit B are not to be construed as limiting the amount of Reimbursement to the Project Costs incurred for any particular Phase or any particular portion of the Improvements or Portion of Impact Fees so long as in the aggregate the total Reimbursement for all Project Costs does not exceed the sum of all such estimates included in Exhibit B as it may be amended pursuant to Section 3.2, plus Zone Administration Costs advanced by the Owner, plus applicable interest. The Reimbursement shall be funded by the Authority in accordance with Article 6 below.

Owner hereby agrees to bear the risk that any of the Project Costs may be determined to be ineligible under the Act by the Attorney General of the State of Texas or a court of law with competent jurisdiction, and further agrees that the Authority will not be obligated to repay Owner for any such ineligible Project Costs. In the event all or a portion of the Project Costs is determined to be ineligible under the Act by the Attorney General of the State of Texas or a court of law with competent jurisdiction or is not included in the Project and Financing Plan during the term of this Agreement, the Reimbursement shall be reduced by the amount attributable to the

ineligible component. If the Authority has already repaid the Owner for such ineligible Project Costs in accordance with the Agreement, the Parties hereby agree that (i) the amount repaid by the Authority for such ineligible Project Costs shall be offset against future repayments by the Authority, or (ii) in the event there are not future repayments to be made by the Authority, or such amounts are insufficient, the Owner shall reimburse the Authority for such amount owed within ninety (90) days of receipt of an invoice from the Authority. Provided, however, that it is not the intent of the parties hereto that this Section operate to deny reimbursement to Owner for any eligible Project Costs.

5.2 The Authority shall make all reasonable best efforts to assist the City and the Owner in achieving necessary permitting to meet the deadlines of the Phase Schedule. The Authority shall also make all reasonable best efforts to coordinate with the City and other entities to create quiet zones for the purpose of reducing noise pollution caused by rail traffic passing near the TIRZ 21 Area.

## ARTICLE 6 PROJECT FINANCING AND FUNDING

6.1 Reimbursement. Upon Completion of a Phase of the Improvements listed on Exhibit B or upon payment by the Owner of a Portion of the Impact Fees, and receipt of all items required by Section 4.5 of this Agreement, annually at such time as the Authority receives and may legally spend Available Tax Increment, the Authority shall pay the Owner an amount equal to the Available Tax Increment until all Project Costs totaling the amount of the Reimbursement have been fully reimbursed, together with any interest that may have accrued pursuant to Section 6.3(D). The Owner shall not have any right or claim to be paid the Reimbursement from any source other than the Available Tax Increment or Bond Proceeds.

6.2 Authority Obligations.

(A) In the event there is not sufficient Available Tax Increment to pay the Reimbursement when due, the Authority shall use its best efforts to seek all necessary approvals and to issue Authority Obligations, the first of which shall be issued no later than 90 days after the taxable value of the Hardy Yards Site is certified by the Harris County Appraisal District to be at least seventy-five million dollars (\$75,000,000) to provide funds to make the Reimbursement to the Owner. The Authority shall use its best efforts to issue additional Authority Obligations as there is additional taxable value from the Hardy Yards Site, subject to compliance with any additional bonds tests or similar restrictions on additional obligations. The issuance of Authority Obligations pursuant to this Agreement is subject to approvals required under the Hardy Yard Agreement for the issuance of bonds. Additionally, any Authority Obligations must be issued on commercially reasonable terms including such reserve requirements, coverage requirements, credit enhancement features, interest rates and other features consistent with bonds or other obligations issued by similar entities of like quality and credit worthiness. The Authority agrees to proceed with diligence and use its best efforts to issue such Authority Obligations at the earliest possible time consistent with the requirements of this Section.

(B) The Owner will provide such non-monetary aid and assistance to the Authority as may be reasonably requested by the Authority in order to facilitate the issuance of any Authority Obligations, such assistance to include providing requested documentation, entering into reasonable required agreements and executing certificates or other documentation as may be reasonably required by the Authority. Authority shall at all times use its best efforts to keep confidential any information identified by the Owner as “confidential”, and shall not cause or allow such confidential information to be disclosed to any third party, unless required by law.

### 6.3 Owner Advance.

(A) The Owner, in its sole discretion, agrees hereafter to cause to be advanced sufficient funds (each, an “Owner Advance”) as such become due for all Project Costs, however, in the event the Authority does not have sufficient funds to pay its Zone Administration Costs, the Owner agrees to advance sufficient funds to pay the Zone Administration Costs. The aggregate amount of such Owner Advances that are to be reimbursed hereunder shall not exceed the amount of the Reimbursement.

(B) At such time as funds are or should be available to pay the Owner as described in Section 6.1 and 6.2 all or any portion of the Owner Advances made hereunder, the Authority, at its expense, shall hire a certified public accountant to calculate the amount due the Owner and who shall prepare and submit a report to the Authority certifying (1) the amount due the Owner for the Owner Advances being repaid and (2) that funds are or should be available to make such payment. Such certified public accountant shall not make determinations regarding the eligibility of a Project Cost under the Act. Upon receipt of such report, the Authority shall promptly authorize payment to the Owner.

(C) The Authority shall provide to the Owner, upon the written request of the Owner, and on the earliest date such information is available after the date of such request, certified copies of all statements of revenue and the sources of such revenue of the Zone and Authority the intended use of which is to verify the availability of funds for payment of the Reimbursement or Owner Advances, if applicable, under this section.

(D) Interest on each Owner Advance made shall accrue from the date such amounts are actually advanced and shall be calculated in accordance with the terms of this Subsection. The total amounts owing or to become owing for funds advanced from time to time under this section shall bear simple interest at the rate of the Prime Rate per annum, commencing at the time the funds are advanced to pay for the applicable Project Costs, and continuing until the earlier of the date: a) the Owner is reimbursed from the Authority, if the taxable value of the Hardy Yards Site is certified by the Harris County Appraisal District to be at least seventy-five million dollars (\$75,000,000) within 5 years from the date when funds are advanced by the Owner to pay for the applicable Project Costs; or b) 5 years after funds have been advanced by the Owner to pay applicable Project Costs, if the taxable value of the Hardy Yards Site is certified by the Harris County Appraisal District to be less than seventy-five million dollars (\$75,000,000) after 5 years from the date when such funds are advanced to pay for the applicable Project Costs.



(E) Each Owner Advance shall be evidenced by a certificate in a form acceptable to Owner and the Authority Board and shall be approved by the Authority Board.

(F) The Authority shall begin repaying the Owner Advances, and shall continue such repayment until repaid in full, on the earliest date that funds are available from any of the following sources:

- (i) Bond Proceeds; or
- (ii) the Available Tax Increment.

(G) The Authority's obligation to pay the Reimbursement is limited to any Available Tax Increment (the "Pledged Available Tax Increment"). The rights of Owner in and to the Pledged Available Tax Increment granted herein are subject only to (i) the rights of any holders of bonds, notes or other obligations that have been heretofore or are hereafter issued by the City, the County, and the Houston Independent School District ("HISD") that are payable from and secured by a general levy of ad valorem taxes throughout the taxing jurisdiction of the City, the County, and HISD, (ii) the rights of any of the holders of bonds and notes that are hereafter issued or incurred by the Authority and which are secured by a pledge of the Revenue Fund, and (iii) Zone Administration Costs. The obligation of the Authority to repay the Owner Advances as set forth in this Agreement from the Pledged Available Tax Increment shall be absolute and unconditional until such time as the Owner Advances incurred pursuant to this Agreement, have been fully repaid or provision for payment thereof shall have been made in accordance with the terms of this Agreement. The Owner Advances constitute a special obligation of the Authority payable solely from the Pledged Available Tax Increment as and to the extent provided in this Agreement. The Owner Advances do not give rise to a charge against the general credit or taxing powers of the Authority, the City, the County, HISD or any other taxing unit and is not payable except as provided in this Agreement. Owner, its successors and assigns, shall not have the right to demand payment thereof out of any funds of the Authority other than the Pledged Available Tax Increment. Notwithstanding the foregoing, however, if the Owner receives funding from the County or the United States of America for any item listed as an Offsite Improvement on Exhibit B then, immediately upon receipt of such funding: (i) such item shall no longer be considered an Offsite Improvement and therefore shall not be eligible for funding hereunder; and (ii) Owner's rights to the Pledged Available Tax Increment derived from outside of the Hardy Yards Site pertaining to such item shall cease.

(H) Notwithstanding the foregoing, however, The Authority reserves the right to enter into, for any lawful purpose, one or more additional Developer/Builder Agreements, as defined in the Hardy Yards Agreement, payable from and secured by Tax Increment attributable to property in the TIRZ 21 Area, other than the Hardy Yards Site; provided, however, that no such agreement may be entered into by the Authority unless (i) the agreement pledges such Tax Increment subject to the applicable party investing in taxable improvements within the TIRZ 21 Area determined by the Harris County Appraisal District to be valued in an amount not less than thirty million dollars (\$30,000,000) and (ii) any payments from Tax Increments under such agreements are limited to one-third of the Tax Increment generated from the property subject to the agreement. Owner hereby agrees that any agreement meeting the conditions of this Subsection may provide that up to one-third of the Tax Increment generated from the property

subject to such agreement may be pledged to and paid under such agreement without further subordination or agreement of the Owner.

6.4 Authority Accounting. The Authority shall maintain complete books and records showing deposits to and disbursements from the Revenue Fund and Improvement Fund of Tax Increment and Bond Proceeds, which books and records shall be deemed complete if kept in accordance with generally accepted accounting principles as applied to Texas municipalities and in accordance with the provisions of the TIRZ Act. Such books and records shall be available for examination by the duly authorized officers or agents of Owner during normal business hours upon request made not less than five business days prior to the date of such examination. The City and Authority shall maintain such books and records throughout the term of this Agreement and for four years thereafter, all subject to the requirements of the TIRZ Act.

ARTICLE 7  
INSURANCE; RELEASE

7.1 Insurance. With no intent to limit any contractor's liability or obligation for indemnification, the Owner shall require that each contractor providing work or service on the Improvements, to the extent the Owner elects to seek Reimbursement for any portion of the Improvements, provide and maintain certain insurance in full force and effect at all times during the construction of the Improvements and shall require that the City, the Authority, and the Zone are named as additional insureds under such contractor's insurance policies.

The insurance, at a minimum, must include the following coverages and limits of liability:

<u>Coverage</u>	<u>Limit of Liability</u>
Worker's Compensation	Statutory for Workers Compensation
Employer's Liability	Bodily Injury \$1,000,000
Comprehensive General: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations	Combined limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
Automobile Liability Insurance (for automobiles used by the contractor in the course of its performance under this Agreement including employer's non-owned and hired auto coverage)	\$1,000,000 combined single limit per occurrence

If the amount of any contract awarded by the Owner to construct the Improvements shall exceed \$1,000,000.00, the Owner shall contract with the contractor to maintain Commercial General Liability coverage for at least twice the combined minimum limits specified above. The



minimum limits required may be attained through the combination of primary General Liability and Umbrella liability policies.

(A) Form of Policies. The Authority Board may reasonably approve the form of the insurance policies, but nothing the Authority Board does or fails to do relieves the Owner of its obligation to provide the required coverage under this Agreement. The Authority Board's actions or inactions do not waive the Zone's or Authority's rights under this Agreement.

(B) Issuers of Policies. The issuer of each policy shall have a certificate of authority to transact insurance business in Texas or a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.

(C) Insured Parties. Each policy, except those for Workers' Compensation and Employer's Liability, must name the Authority (and its officers, agents, and employees), the Zone, the City and the Owner as additional insured parties on the original policy and all renewals or replacements.

(D) Deductibles. The Owner shall be responsible for and bear (or shall contract with each applicable contractor to bear and assume) any claims or losses to the extent of any deductible amounts and waives (and shall contract with each contractor to waive) any claim it may have for the same against the Authority or Zone, its officers, agents, or employees.

(E) Cancellation. Each policy must state that it may not be canceled, materially modified, or nonrenewed unless the insurance company gives the Authority 30 days' advance written notice. The Owner shall (and shall contract with each contractor to) give written notice to the Authority within five days of the date on which total claims by any party against such person reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.

(F) Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the Authority, its officers, agents, or employees, the Zone and the Owner.

(G) Primary Insurance Endorsement. Each policy, except Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the additional insured with respect to claims arising under this Agreement.

(H) Liability for Premium. The Owner shall pay (or shall contract with contractors to pay) all insurance premiums for coverage required by this section, and the Authority or Zone shall not be obligated to pay any premiums.

(I) Subcontractors. Notwithstanding the other provisions of this section, the amount of coverage contracted to be provided by subcontractors shall be commensurate with the amount listed above, but in no case less than \$500,000 per occurrence. The Owner shall provide (or shall contract with contractors to provide) copies of insurance certificates to the Authority.

(J) Proof of Insurance. The Owner has furnished or will contract with a construction contractor (the "Contractor") to furnish the Authority with certificates of insurance maintained by the Owner or Contractor in accordance with this section along with an affidavit from the Owner or Contractor confirming that the certificates accurately reflect the insurance coverage maintained. If requested in writing by the Authority, the Owner shall furnish the Director of Finance with certified copies of the Owner's or Contractor's actual insurance policies or if such policies are unavailable a certificate showing the coverage amounts, conditions, and additional insured persons under the policy. If the Owner does not comply with the requirements of this section, the Authority, in its sole discretion, may (1) after providing written notice to the Owner and allowing the Owner a period of thirty (30) days in which to attempt to cure, suspend performance by the Authority hereunder and begin procedures to terminate this Agreement for default or (2) purchase the required insurance with the Authority or the Zone funds and deduct the cost of the premiums from amounts due to the Owner under this Agreement. The Authority shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

(K) Other Insurance. If requested by the Authority, the Owner shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to the Owner's operations under this Agreement.

7.2 Indemnification and Release. OWNER SHALL DEFEND, INDEMNIFY, AND HOLD THE HARDY/NEAR NORTHSIDE AUTHORITY AND THE HARDY/NEAR NORTHSIDE ZONE, THEIR AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE "*INDEMNIFIED PERSONS*") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

**A. OWNER'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY, "*OWNER'S*") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**

**B. THE INDEMNIFIED PERSONS' AND OWNER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER OWNER IS IMMUNE FROM LIABILITY OR NOT; AND**

**C. THE INDEMNIFIED PERSONS' AND OWNER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER OWNER IS IMMUNE FROM LIABILITY OR NOT.**

**OWNER SHALL DEFEND, INDEMNIFY, AND HOLD THE INDEMNIFIED PERSONS HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THIS AGREEMENT TERMINATES.**

**THE OWNER SHALL LIKEWISE INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PERSONS FOR ANY AND ALL INJURY OR DAMAGE TO CITY PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF THE OWNER, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, OR INVITEES, AS LONG AS THEY ARE ACTING WITHIN THE COURSE AND SCOPE OF THEIR EMPLOYMENT, AGENCY, CONTRACT, LICENSE, OR INVITATION**

Notwithstanding any other provision of this Section or other provisions of this Agreement, (1) the Owner's indemnification of all Indemnified Persons other than Hardy/Near Northside Zone directors is limited to \$1,000,000 per occurrence; and (2) the Owner shall not be obligated to indemnify any Indemnified Person for the Indemnified Person's sole negligence; and (3) the Owner shall not be obligated to indemnify any Indemnified Persons to the extent that any claims which might otherwise be subject to indemnification hereunder resulted, in whole or in part, from the gross negligence, recklessness or intentional act or omission of any Indemnified Person or Persons.

If an Indemnified Person or Owner receives notice of any claim or circumstance which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include a description of the indemnification event in reasonable detail, the basis on which indemnification may be due, and the anticipated amount of the indemnified loss. This notice shall not estop or prevent an Indemnified Person from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If an Indemnified Person does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Owner is prejudiced, suffers loss, or incurs expense because of the delay.

Owner shall assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the Indemnified Person. Owner shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Owner shall advise the Indemnified Person as to whether or not it will defend the claim. If Owner does not assume the defense, the Indemnified Person shall assume and control the defense, and all defense expenses incurred by it shall constitute an indemnification loss.

If Owner elects to defend a claim, the Indemnified Person may retain separate counsel at the sole cost and expense of such Indemnified Person to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Owner may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Owner does not fund in full, or (iii) would not result in the Indemnified Person's full and complete release

from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

**OWNER RELEASES EACH INDEMNIFIED PERSON FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE INDEMNIFIED PERSON'S CONCURRENT NEGLIGENCE AND/OR THE INDEMNIFIED PERSON'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, BUT NOT SUCH INDEMNIFIED PERSON'S SOLE NEGLIGENCE OR FROM ANY DAMAGE OR LOSS TO THE EXTENT RESULTING FROM THE GROSS NEGLIGENCE, RECKLESSNESS OR INTENTIONAL ACT OR OMISSION OF THE INDEMNIFIED PERSON.**

**OWNER SHALL REQUIRE ALL CONTRACTORS ENGAGED BY IT TO CONSTRUCT THE IMPROVEMENTS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE INDEMNIFIED PERSONS TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE OF AND INDEMNITY TO THE INDEMNIFIED PERSONS HEREUNDER.**

7.3 RELEASE. THE OWNER SHALL ALSO REQUIRE THAT ALL GENERAL CONTRACTORS INDEMNIFY THE CITY, THE HARDY/NEAR NORTHSIDE AUTHORITY, AND THE HARDY/NEAR NORTHSIDE ZONE AND THEIR RESPECTIVE OFFICIALS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITIES ARISING OUT OF SUCH CONTRACTOR'S WORK AND ACTIVITY RELATED TO THE IMPROVEMENTS.

## ARTICLE 8 DEFAULT

### 8.1 Events of Default/Remedies.

(A) The following shall constitute an "Event of Default" of the Owner under this Agreement: the failure of the Owner following Commencement of the Improvements for a particular Phase of the Improvements to bring such Phase of the Improvements to Completion in accordance with the applicable Phase Schedule, subject to Force Majeure and the Owner's termination rights hereunder.

Upon the occurrence of an Event of Default of the Owner, the Authority shall have the right (as its sole remedy), upon written notice to the Owner to terminate this Agreement and the Authority shall thereafter incur no further Reimbursement obligations hereunder; however, notwithstanding anything herein to the contrary, the Authority shall remain obligated to pay to Owner any Reimbursements outstanding pertaining to Improvements completed and accepted by the City (or other applicable governmental entity) prior to the occurrence of such Event of Default and subsequently accepted by the City or other governmental entity.

(B) It shall be an Event of Default of the Authority or the Zone if any such party fails to perform its obligations hereunder within thirty (30) days after notice of such failure by the Owner. The Authority's or the Zone's failure to comply with the terms of this Agreement as respecting any aspect of the Authority's or the Zone's duties to provide financing or assist Owner in obtaining financing or reimbursement for the Improvements and other Project Costs defined herein shall be an event of default by the Authority. Upon the occurrence of an Event of Default of the Authority or the Zone, the Owner may do any one or more of the following: enforce specific performance of this Agreement, seek actual damages incurred by the Owner for any such Event of Default, and terminate this Agreement in which event all of the rights and obligations of the parties hereunder shall terminate and be of no further force or effect.

(C) Parties Right to Cure. Before any failure of any party to perform its obligations under this Agreement shall be deemed to be an Event of Default or a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No Event of Default or breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within 30 days of the receipt of such notice, subject, however, to Force Majeure. Each of the parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party.

## ARTICLE 9 GENERAL

9.1 Inspections, Audits. The Owner agrees to keep such operating records as may be reasonably required in writing by the Director of Finance of the City, the Authority, or by state and federal law or regulation for a period of 24 months. Subject to the confidentiality requirements set forth in Section 6.2(B) above, the Owner shall allow the Authority reasonable access to documents and records in the Owner's possession, custody or control relating to the Improvements that the Authority deems necessary to assist the Authority in determining the Owner's compliance with this Agreement.

9.2 The Owner Operations and Employees. All personnel supplied or used by the Owner in the performance of this Agreement shall be deemed contractors or subcontractors of the Owner and will not be considered employees, agents, contractors or subcontractors of the Authority or the City for any purpose whatsoever. Neither the Authority nor the City shall be responsible for the compensation of all such contractors and subcontractors.

9.3 Personal Liability of Public Officials. To the extent permitted by State law, no director, officer, employee or agent of the Zone, the Authority or the City shall be personally responsible for any liability arising under or growing out of this Agreement.

9.4 Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party at the following addresses:



Director, Department of Finance  
City of Houston  
P.O. Box 1562  
Houston, Texas 77251

Reinvestment Zone Number Twenty-One,  
City of Houston, Texas  
Clark Stockton Lord  
Vinson & Elkins LLP  
1001 Fannin, Suite 2500  
Houston, Texas 77002

Hardy/Near Northside Redevelopment Authority  
City of Houston, Texas  
Clark Stockton Lord  
Vinson & Elkins LLP  
1001 Fannin, Suite 2500  
Houston, Texas 77002

CR V Hardy Yards, L.P.  
c/o Cypress Real Estate Advisors, Inc.  
301 Congress, Suite 500  
Austin, Texas 78701  
Attention: M. Timothy Clark

with copy to:

Neal J. Rackleff  
Locke Lord Bissell & Liddell LLP  
600 Travis, Suite 3400  
Houston, Texas 77002

Each party may change its address by written notice in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, Director of Finance of the City, the Zone, the Authority or the Owner, as the case may be.

9.5 Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the Zone, the Authority and the Owner. No course of dealing on the part of the Owner, nor any failure or delay by the Owner with respect to exercising any right, power or privilege of the Owner under this Agreement shall operate as a waiver thereof, except as otherwise provided in this section.

9.6 Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement.

9.7 Successors and Assigns.

(A) All covenants and agreements contained by or on behalf of the Authority and the Zone in this Agreement shall bind their successors and assigns and shall inure to the benefit of the Owner and its successors and assigns. The Authority and the Zone may assign its rights and obligations under this Agreement or any interest herein, with the prior written consent of the Owner, which consent shall not be unreasonably withheld, conditioned or delayed provided that such assignment is to a public entity with sufficient funding and the legal authority to reimburse Owner in the full amount it is owed under the terms of this Agreement. The Owner may sell or otherwise transfer the Improvements, the Development and/or the Hardy Yards Site, or any portions thereof without the consent of the Authority. The Owner may also assign or otherwise transfer this Agreement or all or a portion of its rights and obligations under this Agreement, provided, however, that (1) until Completion of all Phases of the Improvements, such assignment shall be subject to the prior written approval of the Authority and the Zone, which approval shall not be unreasonably withheld, conditioned or delayed; and (2) (a) at any time with respect to any Affiliate or (b) from and after Completion of all Phases of the Improvements, such assignment is permitted without the consent of the Authority or the Zone so long as any such assignee(s) specifically assumes the assigned obligations of the Owner hereunder and the Owner gives notice to the Authority of any such assignment. If such assumption of the obligations of the Owner hereunder is made in writing, the Owner shall be deemed released from such obligations. If no such assumption of the obligations of the Owner hereunder is made in writing, the Owner shall remain liable hereunder.

(B) The Owner may also assign or otherwise transfer this Agreement or all or a portion of its rights and obligations under this Agreement, at any time to any Affiliate. If such assumption of the obligations of the Owner hereunder is made in writing, the Owner shall be deemed released from such obligations. If no such assumption of the obligations of the Owner hereunder is made in writing, the Owner shall remain liable hereunder.

(C) In addition to the Owner's transfer and assignment rights set forth in Section 9.7(A) above, the Owner shall have the right to collaterally assign, transfer, pledge and/or mortgage its right, title and interest in, to and under this Agreement to one or more Lenders at any time and from time to time as security for any Development Loan or otherwise. In the event of any such assignment, transfer, pledge, mortgage or deed of trust (each such, a "Mortgage") and notice to the Authority and the Zone thereof, the following provisions shall apply:

(i) The Zone and the Authority (the "City Parties") shall give to each Lender, at the address of such Lender set forth in a notice from such Lender or from the Owner and otherwise in the manner required under Section 9.4 hereof, a copy of each notice given by any City Party to the Owner hereunder (including any and all default or Event of Default notices) at the same time as and whenever any such notice shall thereafter be given by any City Party to the Owner, and no such notice by any City Party shall be deemed to have been duly given to the

Owner (and no grace or cure period shall be deemed to have commenced) unless and until a copy thereof shall have been given to each such Lender. Each Lender (x) shall have a period of an additional thirty (30) days in the case of any default or Event of Default, after the applicable period afforded the Owner hereunder for remedying the default or Event of Default has expired, to cure such default or Event of Default and (y) shall, within such period and otherwise as herein provided, have the right (but not the obligation) to remedy such default or Event of Default or cause the same to be remedied. The City Parties shall accept performance by or on behalf of a Lender of any covenant, condition or agreement on the Owner's part to be performed hereunder with the same force and effect as though performed by the Owner, so long as such performance is made in accordance with the terms and provisions of this Agreement. The City Parties shall not object to any temporary entry onto any property by or on behalf of a Lender to the extent necessary to effect such Lender's cure rights, provided such entry is in compliance with applicable law.

(ii) With respect to any default or Event of Default, so long as a Lender shall be diligently exercising its cure rights under this Section 9.7(C) with respect thereto within the applicable cure periods set forth above the City Parties shall not (x) serve a termination notice hereunder, or (y) bring a proceeding on account of such default to terminate this Agreement or the rights of Owner hereunder. Nothing in this Section 9.7(C) or in any other provision of this Agreement shall, however, be construed to require any such Lender to cure any default or Event of Default by the Owner under this Agreement.

(iii) The exercise of any rights or remedies of a Lender under a Development Loan, including the consummation of any foreclosure or deed in lieu of foreclosure, shall not constitute a default under this Agreement.

(iv) In the event any Lender (or any other party) acquires title to any property which secures a Development Loan through foreclosure of a Mortgage, deed in lieu of foreclosure or otherwise (a "Successor Owner"), such Successor Owner shall be deemed to be an assignee of the Owner under this Agreement provided that such Successor Owner assumes in writing the obligations of the Owner hereunder. No Lender (or any other party) shall become liable under the provisions of this Agreement unless and until such time as it agrees in writing to assume the obligations of the Owner hereunder.

(v) From and after the date upon which the City Parties receive a notice from the Owner or a Lender which identifies the particular Lender, the City Parties shall not amend or modify this Agreement in any material respect without the prior written consent of the Lender covered by such notice. The City Parties shall, upon written request of the Owner or any Lender, execute and deliver any estoppel certificate reasonably requested by any such party pursuant to which the City Parties shall certify as to any information with respect to this Agreement and the parties' obligations hereunder as reasonably requested by the Owner or a Lender (including, without limitation, that no party is in default hereunder, that no default or termination notice has been delivered, and that there are no modifications or amendments to this Agreement).

9.8 Exhibits; Titles of Articles, Sections and Subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the

purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

9.9 Construction. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, as such laws are now in effect.

9.10 Entire Agreement. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

9.11 Term. This Agreement shall be in force and effect from the Effective Date hereof for a term expiring on the earliest to occur of (i) the date terminated by the Authority as permitted hereunder, (ii) the date terminated by the Owner as permitted hereunder, (iii) the Final Expiration of the TIRZ, and (iv) the date that the Reimbursement has been repaid in full, in which event all of the rights and obligations of the parties hereunder shall terminate and be of no further force or effect; provided, however, the obligation of the Owner, or its successors, to maintain the Improvements in accordance with Section 4.6, and the indemnification and release commitments to the Authority, the City and the Zone contained in Section 7.2 hereof shall survive said termination of this Agreement for the time periods set forth in this Agreement; provided such termination is pursuant to Section 8.1(A) or Sections 9.11 (iii) or (iv) hereof.

9.12 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that such approval or consent shall not be unreasonably withheld, conditioned or delayed.

9.13 Recitals. All recitals to this Agreement are hereby found to be true and correct by the Parties, and are incorporated as a part of this Agreement.

9.14 Force Majeure. The obligations of the parties under this Agreement (other than obligations for payment including the Authority's obligation to make Reimbursement payments to the Owner) are subject to "Force Majeure." For the purpose of this Agreement, "Force Majeure" is defined as war, riots, civil commotion, strikes, labor disputes, embargoes, natural disasters, Acts of God, or any other cause or contingency similarly beyond the control of the party affected, as well as the occurrence of arbitration as permitted hereunder. A Party's period for performance for any of its obligations (other than obligations for payment) under this Agreement shall be extended day for day for the duration of the event of Force Majeure.

9.15 No Recordation. The Parties agree that, with the exception of a memorandum relating to landscaping maintenance covenants in Section 4.6 of this Agreement, neither this

Agreement nor any memorandum or notice hereof shall be recorded without the consent of all Parties.

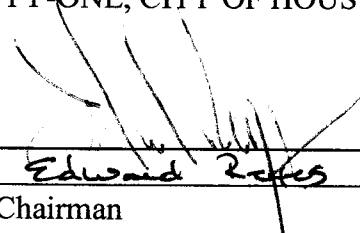
9.16 Waiver of Jury Trial. The Parties covenant and agree not to elect a trial by jury with respect to any issue arising under this Agreement triable by a jury and waive any right to trial by jury to the extent that any such right shall not or hereafter exist.


[signatures on separate page]

IN WITNESS WHEREOF, the Zone, the Authority, and the Owner have made and executed this Amendment in multiple copies, each of which is an original as of the Effective Date.

REINVESTMENT ZONE NUMBER  
TWENTY-ONE, CITY OF HOUSTON, TEXAS

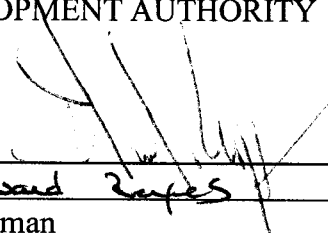
ATTEST:


By:   
Name: Edward Ruffes  
Title: Chairman

By:   
Name: Sylvia Cavazos  
Title: Secretary

HARDY/NEAR NORTHSIDE  
REDEVELOPMENT AUTHORITY

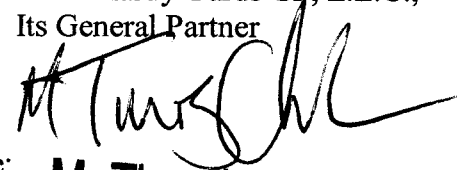
ATTEST:

By:   
Name: Edward Ruffes  
Title: Chairman

By:   
Name: Sylvia Cavazos  
Title: Secretary

CR V HARDY YARDS, L.P., a Delaware limited partnership

By: CR V Hardy Yards GP, L.L.C.,  
Its General Partner

By:   
Name: M. Timothy Clark  
Title: President

**CITY OF HOUSTON  
APPROVALS**

APPROVED:

**DIRECTOR, DEPARTMENT OF FINANCE**

By: Michelle Mitchell  
Name: Michelle Mitchell  
Title: Director

**EXHIBIT A**

**DESCRIPTION OF DEVELOPMENT; LEGAL DESCRIPTION**

Hardy Yards  
Development Agreement Tract Description  
37.05 Acres (4 Tracts)

John Austin Survey  
Abstract No. 1

**Tract 1- 33.35 ACRES**

**STATE OF TEXAS           §**

**COUNTY OF HARRIS       §**

A **METES AND BOUNDS** description of a certain 33.35 acre tract of land situated in the John Austin Survey, Abstract No. 1, Harris County, Texas; being a portion of a called 41.933 acre tract of land conveyed to CR V Hardy Yards L.P. in Special Warranty Deed recorded in Clerk's file number Y922883 of the Harris County official public Records of real property and all of a tract of land called to be 1.2155 acres conveyed to CR V Hardy Yards L.P. in Special Warranty Deed recorded in Clerk's File No. Y922886 of the Harris County Official Public Records Of Real Property, said 33.35 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone (NAD 83);

**BEGINNING** at a found "X" cut in concrete at the southwest intersection of Burnett Street (60 feet wide right-of-way, as shown on plat of S.F. Nobles Addition as recorded in Volume 5, Page 69 of the Harris County Deed Records) and Hardy Street, said "X" being the northwest corner of the said 1.2155 acre tract of land;

THENCE, South 02°17'16" East, along the west line of Hardy Street, being the east line of the said 1.2155 acre tract of land at 151.43 feet passing a found 5/8-inch iron rod with cap (not legible), continuing along an east line of the aforementioned 41.933 acre tract, in all a total distance of 360.00 feet to a point for corner in the south line of Leona Street (60 feet wide right-of-way, as shown on plat of S.F. Nobles Addition as recorded in Volume 5, Page 69 of the Harris County Deed Records);

THENCE, North 87°42'44" East, along the south line of Leona Street being common with a north line of the said 41.933 acre tract, at 0.30 feet passing a found 5/8-inch iron rod, at 260.00 feet passing a found 5/8-inch iron rod (0.32 feet left) in the west line of Elysian Street (60 feet right-of-way, as shown on plat of S.F. Nobles Addition as recorded in Volume 5, Page 69 of the Harris County Deed Records), continuing at 319.69 feet passing a found 5/8-inch iron rod (with cap stamped "Clark"), continuing in all a total distance of 482.11 feet to a point for corner, from said point a found 5/8-inch iron rod bears South 34°32' East 0.24 feet;



THENCE, along the south line of the said 41.933 acre tract, being the north line of a railroad right-of-way, the following (10) courses and distances:

1. South  $61^{\circ}25'15''$  West, at 180.77 feet passing a found 5/8-inch iron rod (with cap stamped "Miller") in the east line of said Elysian Street, at 247.74 feet passing the west line of Elysian Street, continuing in all a distance of 740.68 feet to a point for corner;
2. South  $62^{\circ}07'37''$  West, 148.69 feet to a point for corner;
3. South  $50^{\circ}35'56''$  West, 23.20 feet to a point for corner;
4. South  $62^{\circ}07'37''$  West, 200.00 feet to a found 5/8-inch iron rod (with cap stamped "Miller") for corner;
5. South  $73^{\circ}39'17''$  West, 23.20 feet to a found 5/8-inch iron rod (with cap stamped "EIC") for corner;
6. South  $62^{\circ}07'37''$  West, 71.69 feet to a found 5/8-inch iron rod (with cap stamped "GS") the beginning of a curve to the right;
7. Along the arc of said curve to the right having a radius of 750.00 feet, a central angle of  $22^{\circ}54'42''$ , an arc length of 299.91 feet, and a long chord bearing South  $73^{\circ}34'57''$  West, 297.92 feet to a found 5/8-inch iron rod (with cap stamped "Miller") at the beginning of a reverse curve to the left;
8. With the arc of said reverse curve to the left having a radius of 6137.05 feet, a central angle of  $02^{\circ}36'48''$ , an arc length of 279.91 feet, and a long chord bearing South  $83^{\circ}43'54''$  West, 279.89 feet to a found 5/8-inch iron rod (with cap stamped "Miller") at the beginning of a reverse curve to the right;
9. With the arc of said reverse curve right having a radius of 2260.00 feet, a central angle of  $03^{\circ}23'36''$ , an arc length of 133.85 feet, and a long chord bearing South  $84^{\circ}07'18''$  West, 133.83 feet to a point for corner;
10. South  $85^{\circ}48'58''$  West, 96.56 feet to a found 5/8-inch iron rod (with cap stamped "Earth Data") for corner;

THENCE, along the east line of a called 9.7987 acre tract (Parcel 16) described in Cause No. 894926, the following four (4) courses and distances:

1. North  $04^{\circ}10'54''$  West, 106.82 feet to a point for corner;
2. South  $87^{\circ}36'05''$  West, 122.58 feet to a point for corner;
3. North  $79^{\circ}12'04''$  West, 216.63 feet to a point for corner;
4. North  $24^{\circ}27'49''$  West, 446.94 feet to a point in the south line of Burnett Street (60 feet wide right of way as shown on plat of S.F. Nobles Addition as recorded in Volume 5, Page 69 of the Harris County Deed Records) for corner;

THENCE, along the south line of said Burnett Street, being the north line of the aforementioned 41.933 acre tract, the following three (3) courses and distances:

1. North 65°32'11" East, 935.30 feet to a point for corner;
2. North 72°32'28" East, 269.39 feet to a found 5/8-inch iron rod (with cap stamped "Clark") for corner;
3. North 87°42'44" East, at 430.50 feet passing a found 5/8-inch iron rod (with cap stamped "Clark") continuing in all a distance of 780.00 feet to the **POINT OF BEGINNING, CONTAINING** 33.35 acres of land in Harris County, Texas as shown on drawing number 7064 (S) in the offices of Cotton Surveying in Houston Texas.

**Tract 2- 1.377 ACRES**

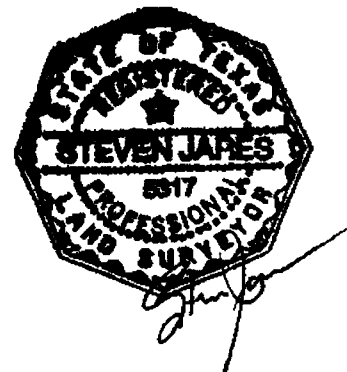
Block 77 of S.F. Nobles Addition as recorded in Volume 5, Page 69 of the Harris County Deed Records. Called 1.377 acres (Tract 2) to CR V HARDY YARDS, L.P. recorded in Clerk's file number Y922883 of the Harris County Official Public Records Of Real Property.

**Tract 3- 1.377 ACRES**

Block 63 of S.F. Nobles Addition as recorded in Volume 5, Page 69 of the Harris County Deed Records. Called 1.377 acres (Tract 6) to CR V HARDY YARDS, L.P. recorded in Clerk's file number Y922892 of the Harris County Official Public Records Of Real Property.

**Tract 4- 0.9474 ACRES**

A portion of Block 62 of S.F. Nobles Addition as recorded in Volume 5, Page 69 of the Harris County Deed Records. Called 0.9474 acres (Tract 3) to CR V HARDY YARDS, L.P. recorded in Clerk's file number Y922883 of the Harris County Official Public Records Of Real Property.



**EXHIBIT B  
ELIGIBLE PROJECT COSTS**

<b>CATEGORY</b>		<b>Phase 1</b>	<b>Phase 2</b>	<b>Phase 3</b>	<b>Impact Fees</b>	<b>Total</b>
<b>ONSITE PUBLIC</b>						
<b>I. IMPROVEMENTS</b>						
<b>Hardy Yards Improvements</b>						
Street Improvements	\$	-	-	\$ 1,255,000	-	\$ 1,255,000
Sidewalks, Streetscape & Lighting	\$	-	-	\$ 1,578,000	-	\$ 1,578,000
Public Drainage Improvements	\$	-	-	\$ 572,000	-	\$ 572,000
Public Water & Sewer Infrastructure	\$	-	-	\$ 355,000	-	\$ 355,000
Parks & Recreational Facility Improvements	\$	-	-	\$ 1,440,000	-	\$ 1,440,000
Subtotal	\$	-	-	\$ 5,200,000	-	\$ 5,200,000
<b>Other Project Costs</b>						
Park Land Acquisition	\$	-	-	\$ 2,888,000	-	\$ 2,888,000
Water Capacity Fees (Impact Fees)	\$	-	-	-	\$ 485,000	\$ 485,000
Sewer Capacity Fees (Impact Fees)	\$	-	-	-	\$ 1,715,000	\$ 1,715,000
Subtotal	\$	-	-	\$ 2,888,000	\$ 2,200,000	\$ 5,088,000
<b>TOTAL ONSITE PUBLIC IMPROVEMENTS</b>	\$	-	-	<b>\$ 8,088,000</b>	<b>\$ 2,200,000</b>	<b>\$ 10,288,000</b>

**II. OFFSITE PUBLIC IMPROVEMENTS**

**San Jacinto**

**Improvements**

Street & Bridge Improvements	\$ 10,072,000	\$ -	\$ -	\$ -	\$ 10,072,000
Sidewalks, Streetscape & Lighting	\$ 1,341,000	\$ -	\$ -	\$ -	\$ 1,341,000
Public Drainage Improvements	\$ 697,000	\$ -	\$ -	\$ -	\$ 697,000
Public Water & Sewer Infrastructure	\$ 79,000	\$ -	\$ -	\$ -	\$ 79,000
<b>Subtotal</b>	<b>\$ 12,189,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 12,189,000</b>

**Burnett Improvements**

Street Improvements	\$ -	\$ 2,787,000	\$ -	\$ -	\$ 2,787,000
Sidewalks, Streetscape & Lighting	\$ -	\$ 899,000	\$ -	\$ -	\$ 899,000
Public Drainage Improvements	\$ -	\$ 2,486,000	\$ -	\$ -	\$ 2,486,000
Public Water & Sewer Infrastructure	\$ -	\$ 1,495,000	\$ -	\$ -	\$ 1,495,000
<b>Subtotal</b>	<b>\$ -</b>	<b>\$ 7,667,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,667,000</b>

**Hardy Yards Utility**

**Up-Sizing**

Oversized Public Drainage Improvements	\$ -	\$ -	\$ -	\$ -	\$ -
Oversized Public Water & Sewer Infrastructure	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Other Project Costs**

San Jacinto Right-of-Way Acquisition	\$ 2,700,000	\$ -	\$ -	\$ -	\$ 2,700,000
Burnett Right-of-Way Acquisition	\$ -	\$ 468,000	\$ -	\$ -	\$ 468,000
<b>Subtotal</b>	<b>\$ 2,700,000</b>	<b>\$ 468,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,168,000</b>

**TOTAL OFFSITE PUBLIC IMPROVEMENTS**

<b>TOTAL OFFSITE PUBLIC IMPROVEMENTS</b>	<b>\$ 14,889,000</b>	<b>\$ 8,135,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 23,024,000</b>
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**EXHIBIT C**

**FORM OF FINAL COMPLETION CERTIFICATE**

*Name*

Director of Public Works and Engineering  
City of Houston

*Address*

Reference: Completed items of Public Improvements Associated with Hardy Yards

I hereby certify that to the best of my knowledge the item(s) of Improvements listed as \_\_\_\_\_ on Exhibit B of the Agreement have been completed substantially in accordance with the Plans and Specifications. (The terms "Agreement," "Improvements" and "Plans and Specifications" shall have the meanings ascribed to them in that certain Agreement dated \_\_\_\_\_ by and among, *inter alia*, Reinvestment Zone Number Twenty-One, City of Houston, Hardy/Near Northside Redevelopment Authority and CR V Hardy Yards, L.P.) The final construction costs of the item(s) of Improvements is (dollar amount) as indicated on the attached summary.

Very truly yours,

Engineer's Signature and Seal or Owner as permitted pursuant to Section 4.5(v)

DEVELOPMENT AGREEMENT

Among

REINVESTMENT ZONE NUMBER TWENTY-ONE, CITY OF HOUSTON, TEXAS

and

HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY

and

CR V HARDY YARDS, L.P.

March 4, 2010

## DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement"), dated effective as of March 4, 2010, is entered into by and between REINVESTMENT ZONE NUMBER TWENTY-ONE, CITY OF HOUSTON, TEXAS (the "Zone"), a tax increment reinvestment zone created by the City of Houston, Texas (the "City") pursuant to Chapter 311 of the Texas Tax Code, as amended, acting by and through its governing body, the Board of Directors (the "Zone Board"), HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY, a public non-profit local government corporation created pursuant to Chapter 431, Texas Transportation Code ("Authority") acting by and through its governing body, the Board of Directors (the "Authority Board") and CR V HARDY YARDS, L.P., a Delaware limited partnership (hereinafter the "Owner") (collectively, the "Parties").

### RECITALS

All capitalized terms used in these recitals shall have the meaning ascribed to them in Article I herein.

The Zone, the Authority, and the Owner desire to provide for the Improvements and reimbursement for the Project Costs incurred by the Owner related thereto, by entering into this Agreement.

Pursuant to Chapter 311 of the Texas Tax Code, as amended, the City created the Zone by Ordinance No. 2003-1258, adopted December 17, 2003, and appointed its Board of Directors.

The Zone adopted and the City approved by City Ordinance No. 2008-1212, a Project Plan and Reinvestment Zone Financing Plan, which was amended and restated by the First Amended Project Plan and Reinvestment Zone Financing Plan for the Zone adopted and approved by the City by City Ordinance No. 2009-1272; and

The City, the Zone, and the Authority entered into an agreement (the "Hardy Yard Agreement") which was executed on December 8, 2009 and approved by City Ordinance No. 2009-1271, pursuant to which, among other things, the Authority agreed to provide certain services to the City and the Zone, including the administration of the Zone and the implementation of the Project and Financing Plan.

The Hardy Yard Agreement provides that the Authority may enter into a development agreement with the Owner upon the approval of the City's Director of Finance.

The Hardy Yard Agreement further provides that the Authority must obtain the prior approval of the City's Director of Public Works and Engineering for any project approved in the Zone's Project and Financing Plan that is constructed or caused to be constructed by the Authority.

The Authority and the Zone have determined that it is in the best interest of the Zone and the Authority to enter into this Agreement with the Owner with regard to the Improvements, in order to induce the Owner to develop the property within the Hardy Yard Area and to provide for the efficient and effective implementation of certain aspects of the Project and Financing Plan

and to stimulate commercial and residential development and redevelopment, together with revitalization in the Hardy Yard Area.

The Authority and the Zone now wish to enter into this Agreement with the Owner, for the purposes of, among other things, reimbursing the Owner for Project Costs incurred by the Owner under the terms and conditions of this Agreement.

In consideration of the mutual benefits described herein, including the installation of the Improvements and reimbursement of the Project Costs, and other good and valuable consideration, the Parties agree as follows:

## ARTICLE 1 DEFINITIONS

1.1 Definitions. The terms “Agreement,” “Authority,” “Authority Board,” “City,” “Hardy Yard Agreement,” “Owner,” “Parties,” “Zone” and “Zone Board” have the meanings set forth in the preamble hereof, and the following terms have the following meanings:

“Act” means the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended.

“Affiliate” means, with respect to the Owner, any Person that through one or more intermediaries, controls or is controlled by, or is under common control with, the Owner.

“Authority Obligations” means bonds, notes or other obligations issued by the Authority that are secured by funds deposited in the Revenue Fund.

“Available Tax Increment” with respect to the Reimbursement for Onsite Improvements means sixty-six and two-thirds percent ( $66\frac{2}{3}\%$ ) of the Tax Increments deposited into the Revenue Fund after the Effective Date that are attributable to the Hardy Yards Site and any and all improvements thereon, minus Tax Increments required to pay Zone Administration Costs; and with respect to the Reimbursement for Offsite Improvements means sixty-six and two-thirds percent ( $66\frac{2}{3}\%$ ) of the Tax Increments deposited into the Revenue Fund after the Effective Date that are attributable to the TIRZ 21 Area and any and all improvements thereon, minus Tax Increments required to pay Zone Administration Costs.

“Bond Proceeds” means all net proceeds, after deducting all issuance costs and any amounts for capitalized interest and reserves, received by the City or the Authority in connection with the issuance and sale of Authority Obligations.

“Commencement of the Improvements” means, with respect to each applicable Phase of the Improvements, the Owner has 1) notified the Zone and the Authority of the Improvements Phase Schedule; 2) obtained sufficient commitments to fund Completion of the Improvements, from equity, debt financing, or other available funding; or Owner may otherwise demonstrate that Owner has sufficient capital to meet the funding requirements of such Improvements Phase in a manner acceptable to the Authority; 3) entered into construction contracts as may be appropriate or necessary to commence initial groundbreaking of the Improvements; 4) issued a



notice to proceed to commence construction of the Improvements; and 5) actually commenced mobilization and groundbreaking associated with the Improvements.

“Commencement of the Development” means with respect to the Development, the Owner has 1) entered into construction contracts as may be appropriate or necessary to commence Initial Groundbreaking; 2) issued a notice to proceed to commence Initial Groundbreaking; and 3) actually commenced Initial Groundbreaking.

“Completion” means, with respect to each Phase of the Improvements, completion of such Phase substantially in accordance with the applicable Plans and Specifications so that such Improvements can be used and maintained for their intended purposes, as evidenced by a Final Completion Certificate in the form attached hereto as Exhibit C.

“Contractor” shall have the meaning provided in Section 7.1(J) hereof.

“County” means Harris County, Texas.

“Designated Agent” means the individual designated by the Authority Board in writing to the Owner from time to time during the term of this Agreement.

“Development” means the design and construction of a mixed-use project including residential units as well as retail, office or other commercial uses located on the Hardy Yards Site.

“Development Loan” means any loan or financing (including any development, construction, permanent or mezzanine loan or financing) provided by a Lender to Owner or any affiliate of Owner to fund any costs and expenses relating to the acquisition, development and/or construction of any portion of the Hardy Yards Site, the Development or the Improvements.

“Director of Finance” means the Director of Finance of the City or the director of any successor agency of the City and his or her designee.

“Director of Public Works” means the Director of Public Works and Engineering of the City, or the director of any successor agency of the City and his or her designee.

“Effective Date” means the date of this Agreement set forth in the introductory paragraph.

“Final Expiration of the TIRZ” means the date on which the Zone terminates, as such date may be extended from time to time pursuant to any act, legislation, regulation, ordinance or agreement.

“Force Majeure” shall have the meaning provided in Section 9.14.

“Hardy Yards Site” means those certain tracts of land described in Exhibit A to this Agreement, as such Exhibit A may be modified or amended from time to time by mutual agreement of the Owner and the Authority.

“Impact Fees” means the water and wastewater impact fees attributable to the Development as set forth on Exhibit B and as may be amended from time to time by the City’s Department of Public Works and Engineering or any successor agency of the City.

“Improvements” means both Onsite Improvements and Offsite Improvements.

“Initial Groundbreaking” means the commencement of site grading work on any portion of the Hardy Yards Site.

“Lender” means any party providing a Development Loan.

“Material Change Order” means any single change order that is in an amount greater than TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00).

“Onsite Enhanced Improvements” means those Improvements added to Exhibit B in accordance with Section 3.2.

“Onsite Improvements” means public improvements as further defined in Section 3.2 of this Agreement and as described as “Onsite Public Improvements” in Exhibit B that are located in the Hardy Yards Site.

“Offsite Improvements” means public improvements as further defined in Section 3.2 of this Agreement and as described as “Offsite Public Improvements” in Exhibit B that are located within the TIRZ 21 Area but outside the Hardy Yards Site, and Onsite Enhanced Improvements.

“Owner Advances” means, collectively, any funds advanced by or on behalf of the Owner pursuant to Article 6 of this Agreement for Project Costs.

“Person” means an individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, governmental authority, or any other entity or association.

“Phase” means each of the separate phases of the Improvements as set forth on Exhibit B, attached hereto, as may be modified pursuant to Section 3.2.

“Phase Schedule” means the commencement, construction and completion schedule for each particular Phase as determined by the Owner, subject to Force Majeure.

“Plans and Specifications” means one or more designs, plans and specifications and surveys for each of the Phases of the Improvements as further defined in Article 3 and in accordance with Article 4 as approved by the Authority, however, the Authority’s approval right shall be limited to reviewing the plans and specifications described herein for consistency with this Agreement.

“Portion of the Impact Fees” means each separate payment of a portion of the Impact Fees, made by Owner.

“Prime Rate” means the variable per annum rate of interest known as The United States Prime Rate as listed in the Eastern print edition of The Wall Street Journal.

“Project and Financing Plan” or “Plan” means the final project plan and reinvestment zone financing plan for the Zone as amended, as approved by the Zone and the City, and as may be further amended from time to time.

“Project Costs” means eligible “project costs,” as defined in the Act, consisting of the Impact Fees and costs relating to the Improvements, including, without limitation, (a) all capital costs and other costs paid or incurred by the Owner in financing, planning, managing, designing, acquiring, developing, constructing and installing the Improvements and in obtaining reimbursement therefor for each of the fees and activities listed herein, whether before or after the date of this Agreement, including the Impact Fees and the costs of the Improvements, including engineering, planning, accounting, architectural, legal, survey, testing, laboratory costs, bonding premiums, license fees, any impact or capital recovery fees, land acquisition, clearing and grading costs, advertising and other bidding costs, amounts due under construction contracts, costs of labor and material, insurance premiums, and taxes, and (b) Zone Administration Costs advanced by the Owner. Project Costs do not include the cost of any land for right of way for Improvements on N. San Jacinto and Burnett within or adjacent to the Hardy Yards Site, which shall be dedicated by the Owner to the City or appropriate public entity at no cost.

“Reimbursement” means the actual amount paid with respect to the Project Costs plus applicable interest (as further described in Sections 5.1 and 6.3 herein).

“Revenue Fund” means the special fund established by the Authority and funded with payments made from Tax Increments, pursuant to the Hardy Yard Agreement.

“Tax Increments” means funds deposited in the Revenue Fund.

“TIRZ 21 Area” means all of the property located within the boundaries of the Zone.

“Zone Administration Costs” means the administration expenses of the Zone and the Authority as budgeted and approved by the City Council on an annual basis, however, notwithstanding anything herein to the contrary, on an annual basis, Zone Administration Costs shall never exceed fifty thousand dollars (\$50,000) plus five percent (5%) of the Tax Increments.

1.2 Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

## ARTICLE 2 REPRESENTATIONS

2.1 Representations of Authority. The Authority hereby represents to the Owner that:

(A) The Authority is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

(B) The Authority has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (iii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Authority under any agreement or instrument to which the Authority is a party or by which the Authority or its assets may be bound or affected.

(C) This Agreement has been duly authorized, executed and delivered by the Authority and, constitutes a legal, valid and binding obligation of the Authority, enforceable in accordance with its terms.

(D) The execution, delivery and performance of this Agreement by the Authority do not require the consent or approval of any person which has not been obtained.

(E) Subject to Section 5.1, the Improvements and Project Costs are components of or are consistent with the Project and Financing Plan.

2.2 Representations of the Zone. The Zone hereby represents to the Authority and the Owner that:

(A) The Zone is duly authorized, created and existing under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

(B) The Zone has the power, authority and legal right to enter into and perform this Agreement, and the execution, delivery and performance hereof (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (iii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Zone under any agreement or instrument to which the Zone is a party or by which the Zone or its assets may be bound or affected.

(C) This Agreement has been duly authorized, executed and delivered by the Zone and, constitutes a legal, valid and binding obligation of the Zone, enforceable in accordance with its terms.

(D) The execution, delivery and performance of this Agreement by the Zone does not require the consent or approval of any person which has not been obtained.

(E) Subject to Section 5.1, the Improvements and Project Costs are components of or are consistent with the Project and Financing Plan.

2.3 Representations of the Owner. The Owner hereby represents to the Authority and the Zone that:

(A) CR V Hardy Yards, L.P. is a limited partnership created under the laws of the State of Delaware, and is duly qualified to do business in Texas and wherever necessary to carry on the operations contemplated by this Agreement.

(B) The Owner has the power, authority and legal right to enter into and perform the specific obligations set forth in this Agreement, and the execution, delivery and performance hereof with respect to such matters, (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to the Owner or any provisions of its formation documents, and (iii) do not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Owner under any agreement or instrument to which the Owner is a party or by which the Owner or its assets may be bound or affected.

(C) Prior to Commencement of the Improvements, the Owner shall have obtained sufficient commitments to fund Completion of the Improvements, from equity, debt financing, or other available funding.

(D) This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the Owner, enforceable against the Owner in accordance with its terms.

### ARTICLE 3

#### THE DEVELOPMENT, THE IMPROVEMENTS AND THE IMPACT FEES

3.1 The Development. The scale, pace, scope, phasing, mixture of land uses and logistics of all work in connection with the Development shall be determined by the Owner who shall keep the Authority informed as to the same. The Parties acknowledge that construction of the Development and the Improvements may cease for some period of time, from time to time, in between phases or during a phase.

3.2 Improvements and Impact Fees. Each Phase of the Improvements, will be designed and constructed pursuant to the applicable Phase Schedule. The Onsite Improvements consist of the public improvements and infrastructure as set forth in Exhibit B, including water, sanitary and storm drainage, street lighting and landscaping, utility burial, and street, bridge and sidewalk construction, to be constructed anywhere within the Hardy Yards Site. The Offsite Improvements consist of the public improvements and infrastructure listed on Exhibit B attached hereto within the TIRZ 21 Area but outside of the Hardy Yards Site. Exhibit B may, nevertheless, be amended to add Onsite Enhanced Improvements if the Public Works Director requests the Owner to install a public improvement or infrastructure within the Hardy Yards Site that is oversized, enhanced or otherwise developed to meet infrastructure needs benefitting the TIRZ 21 area or the community generally and that serves a primary function other than meeting the infrastructure requirements of the Development. Upon approval of the Owner, the Zone and the Authority of an amended Exhibit B including such additional Onsite Enhanced Improvements, the amended Exhibit B shall be the list of Improvements eligible for the

Reimbursement. The Improvements will be constructed in the Phases as set forth in Exhibit B, which Phases may be modified from time to time as determined by the Owner, with notice to the Authority, in order to accommodate the logistical coordination of construction of the Improvements and the Development. Each Portion of Impact Fees will be paid by the Owner pursuant to the requirements of the City's Department of Public Works.

3.3 Additional Improvements. This Agreement does not apply to any improvements, public or otherwise, which are not specifically defined herein, located within or reasonably related to the TIRZ 21 Area, and referenced in Exhibit B, unless this Agreement is amended as set forth in Section 9.5 to provide for the design and construction of such additional improvements.

3.4 Authority's Right to Terminate. Notwithstanding any other provision of this Agreement to the contrary, the Authority shall, in the sole and absolute discretion of the Authority, have the right, upon thirty (30) days prior written notice to the Owner, to terminate this Agreement if, subject to Force Majeure, either (i) the Owner does not reach Commencement of the Improvements for the portion of the Improvements described in Exhibit B as Phase 1 of the Improvements by the later of (a) twelve (12) months after securing a binding financial commitment from the U.S. Department of Transportation TIGER Grant Program to cover costs associated with the San Jacinto Bridge or (b) five (5) years after the Effective Date of this Agreement ("Commencement Date"); (ii) if all of Phase 1 of the Improvements are not constructed and installed, to Completion in accordance with this Agreement within thirty six (36) months from the date the Owner reaches Commencement of the Improvements for Phase 1 of the Improvements (the "Phase 1 Improvements Timetable"); or (iii) the Development is constructed inconsistent with the description of the Development in Section 3.1. The Commencement Date shall be subject to any required regulatory approval or permitting, provided that the Owner has made reasonable best efforts to receive any required regulatory approval or permitting by the Commencement Date. The Commencement Date shall also be subject to the coordination of required improvement development activities between the City, Metro, Harris County and Union Pacific and to obtaining the necessary funding from the requisite public entities. Notwithstanding the foregoing, it shall not be an event of default hereunder for the Owner to fail to meet the Commencement Date referenced in this section of the Agreement, and the Authority's foregoing right to terminate shall be the Authority's and the Zone's sole right and remedy hereunder in such event.

3.5 Owner's Rights to Terminate. The Owner may terminate this Agreement:

(A) with cause at any time in the event of a change in the Act or the Project and Financing Plan which eliminates or reduces the Reimbursement as set forth in Articles 5 and 6 of this Agreement;

(B) without cause in its sole discretion at any time prior to the disbursement of funds by the Authority pursuant to this Agreement; or

(C) without cause at any time after disbursement of funds by the Authority pursuant to this Agreement provided that any Reimbursement paid to the Owner by the Authority pursuant to this Agreement is repaid to the Authority with interest calculated at the Prime Rate

from the date of each payment of a portion of the Reimbursement; in which event all of the rights and obligations of the Parties hereunder shall terminate and be of no further force or effect, except for any applicable insurance, indemnification, release, or maintenance requirements provided for in this Agreement.

ARTICLE 4  
DUTIES AND RESPONSIBILITIES OF THE OWNER

4.1 General. In consideration of the reimbursement of actual Project Costs, the Owner agrees to design, develop, construct and install or cause the design, construction and installation of the Improvements as described in Exhibit B in accord with all applicable City requirements, as amended from time to time, with the Authority's approval, and to provide and furnish, or cause to be provided and furnished, all materials and services as and when required in connection with the construction of the Improvements. The Owner shall be responsible for obtaining all necessary permits and approvals from the City and all other governmental officials and agencies having jurisdiction (including approvals required under the Hardy Yard Agreement), provide supervision and construction management of all phases of construction of the Improvements, provide quarterly reports of the status of such construction to the Authority, and shall use commercially reasonable efforts to cause the construction to be performed substantially in accordance with the Plans and Specifications. The Owner shall comply with all applicable laws, rules and regulations in connection with the Improvements. Each of the Authority and the Zone shall use its best efforts to assist the Owner in obtaining such permits and approvals necessary to construct the Development, including the Improvements. Additionally, each of the Authority and the Zone shall use its best efforts to assist the Owner in obtaining from the City all required temporary construction and access easements necessary to install the Improvements.

4.2 Design of the Improvements. The Owner has prepared or will prepare the Plans and Specifications for the Improvements as the same may be reasonably revised by the Owner from time to time with the approval of the Authority, which approval shall not be unreasonably withheld. The Owner shall submit the Plans and Specifications to the Designated Agent for review and approval prior to commencing construction of the Improvements or any portion thereof. The Designated Agent shall approve or reject the Plans and Specifications as they relate to the Improvements within fourteen (14) calendar days of submission. If the Designated Agent fails to approve or reject the Plans and Specification within fourteen (14) calendar days after submittal, the Plans and Specifications shall be deemed approved. In the event the Designated Agent rejects the Plans and Specifications, it shall include specific reasons for such rejection in writing. If there are any material changes to the Plans and Specifications after they have been approved or deemed approved by the Designated Agent as they relate to the Improvements, the Owner shall submit such changes to the Designated Agent, who shall approve or reject such changes within fourteen (14) calendar days of submission. If the Designated Agent fails to approve or reject such changes to the Plans and Specification within fourteen (14) calendar days after submittal such changes to the Plans and Specifications shall be deemed approved. So long as the Owner reasonably incorporates Designated Agent's comments, the Plans and Specifications shall thereafter be deemed approved and Designated Agent shall have no further right to reject such Plans and Specifications.

4.3 Participation of Disadvantaged Businesses. As to the construction of the Improvements:

(A) The Owner will make a good faith effort to comply with the City's policy regarding the participation of Minority Business Enterprises and Women Business Enterprises ("MWDBE efforts") with respect to the design, installation and construction of the Improvements.

(B) The Owner shall maintain records showing (i) its contracts, supply agreements and support with and to disadvantaged business enterprises, and (ii) specific efforts to identify and award prime contracts, subcontracts, supply agreements, and support with and to minority and women-owned business enterprises. The Owner shall, upon request, provide reports of its efforts under this section to the Authority in such form and manner as the Authority may prescribe.

4.4 Intentionally omitted.

4.5 Construction and Installation of the Improvements/Payment of Impact Fees. The Owner shall be responsible for the inspection, supervision and management of the construction and installation of the Improvements in accordance with the Plans and Specifications and relevant City ordinances or procedures. All Material Change Orders relating to the Improvements shall be approved in advance by the Designated Agent, who shall not unreasonably withhold, delay or condition such approval. If the Designated Agent fails to approve or reject any Material Change Order within seven (7) calendar days after submission the Material Change Order shall be deemed approved. No consent of the Designated Agent shall be required for any change order that is not a Material Change Order. Upon completion of the construction of the Improvements, the Owner shall provide the Authority with a final cost summary of all costs associated with such contract, a Final Completion Certificate in the form attached hereto as Exhibit C and evidence that all amounts owing to contractors and subcontractors have been paid in full evidenced by customary affidavits executed by such contractors and subcontractors. The Owner agrees to allow the Authority or its agent reasonable access to the construction site to inspect the Improvements during and after construction. The payments to the Owner under Section 6.1 are subject to the Designated Agent's verification that the costs requested for payment have been incurred and that all improvements have been constructed substantially in accordance with the Plans and Specifications.

The Owner may submit a request for Reimbursement each time a particular Phase of the Improvements has reached Completion or each time a Portion of the Impact Fees is paid. With each request for a Reimbursement for a particular Phase of the Improvements, the Owner shall deliver to the Authority the following items pertaining to such Phase of the Improvements that has reached Completion:

- (i) a written request for reimbursement;
- (ii) three (3) full and complete sets of final Plans and Specifications and final "record" drawings;



(iii) a final cost summary of all Project Costs, including costs associated with the construction contract;

(iv) a summary of all Owner Advances;

(v) a Final Completion Certificate in the form attached hereto as Exhibit C, executed by an officer authorized to bind the Owner or the architect/engineer engaged by the Owner;

(vi) evidence that all contractors, subcontractors, laborers, materialmen, architects, engineers and all other parties who have performed work on or furnished materials have been paid in full (other than amounts which are in dispute and for which the Owner has sufficient funds to pay such amounts in full), together with executed and delivered releases of lien or customary affidavits executed by such contractors;

(vii) a certificate executed by an officer authorized to bind the Owner certifying that all contractors, subcontractors, laborers, materialmen, architects, engineers and all other parties who have performed work on or furnished materials have been paid in full (other than amounts which are in dispute and for which the Owner has sufficient funds to pay such amounts in full);

(viii) evidence of MWDBE efforts; and

(ix) other information reasonably and timely requested by the Authority.

With each request for a Reimbursement for a Portion of the Impact Fees, the Owner shall deliver to the Authority the following items pertaining to such Portion of the applicable fees:

(x) a written request for reimbursement;

(xi) evidence that such Portion of the Impact Fees has been paid; and

(xii) other information reasonably and timely requested by the Authority.

4.6 Covenant to Maintain the Landscaping. The Owner covenants to maintain at its own cost all landscaping that is part of the Improvements, including maintenance of new and existing trees, the payment of charges for water for irrigation purposes, charges for electric utilities to provide power to tree lighting and other decorative purposes, if any, and shall maintain the associated irrigation and electrical systems. This covenant to maintain landscaping shall be for the benefit of and appurtenant to such land and be filed as part of the deed records of Harris County. The Owner may assign its obligation under this Section provided, however, any such assignee(s) must specifically assume the assigned obligations of the Owner under this Section, and the Owner shall provide the Authority with notice of any such assignment. Neither the Owner nor the Authority shall be responsible for maintaining any of the Improvements, except to the extent explicitly set forth in this Section. All such responsibility shall be that of the City as set forth in Section 4.10 below.

4.7 Tree Protection and Planting Covenant. The Owner agrees to abide with the tree protection and planting requirements of applicable law (including, without limitation, Section 33-110 of the City's Code of Ordinances).

4.8 Payment of Fees. The Owner agrees to pay or cause to be paid all monthly rates and charges for water and sewer services and shall pay all applicable City building permit fees for the Development with respect to any portion of the Hardy Yards Site owned by the Owner during its period of ownership, beginning upon Completion, it being understood that such fees shall be consistent with the charges and fees being charged to other similar developments in the City.

4.9 Cooperation. Solely with respect to the design, development, construction and installation of the Improvements, the Owner agrees that it will reasonably cooperate with the Zone and the Authority and will provide all reasonably necessary information to the Authority and its consultants in order to assist the Authority in complying with the Hardy Yard Agreement, including, without limitation, the completion of the audit and construction audit required therein.

4.10 Dedication. Upon Completion of each Phase of the Improvements, the Owner shall transfer all right, title and interest to that particular Phase of the Improvements to the City or other appropriate governmental entity by bill of sale or other similar instrument, after which the City or other appropriate governmental entity shall be solely responsible for the repair, maintenance and replacement of the said Phase of the Improvements except those applicable to the Owner pursuant to Section 4.6. In addition, the Owner shall grant the City all reasonably required easements that are necessary in order for the City to repair, maintain and replace said Phase of the Improvements.

## ARTICLE 5 DUTIES AND RESPONSIBILITIES OF AUTHORITY

5.1 Reimbursement. The Authority shall pay to the Owner the amount of actual Project Costs, plus any and all accrued interest pursuant to Section 6.3 ("Reimbursement"). The separation of the work into separate Phases and portions of the Improvements and Portions of Impact Fees, in Exhibit B, and the estimates of any other Project Costs contained in Exhibit B are not to be construed as limiting the amount of Reimbursement to the Project Costs incurred for any particular Phase or any particular portion of the Improvements or Portion of Impact Fees so long as in the aggregate the total Reimbursement for all Project Costs does not exceed the sum of all such estimates included in Exhibit B as it may be amended pursuant to Section 3.2, plus Zone Administration Costs advanced by the Owner, plus applicable interest. The Reimbursement shall be funded by the Authority in accordance with Article 6 below.

Owner hereby agrees to bear the risk that any of the Project Costs may be determined to be ineligible under the Act by the Attorney General of the State of Texas or a court of law with competent jurisdiction, and further agrees that the Authority will not be obligated to repay Owner for any such ineligible Project Costs. In the event all or a portion of the Project Costs is determined to be ineligible under the Act by the Attorney General of the State of Texas or a court of law with competent jurisdiction or is not included in the Project and Financing Plan during the term of this Agreement, the Reimbursement shall be reduced by the amount attributable to the

ineligible component. If the Authority has already repaid the Owner for such ineligible Project Costs in accordance with the Agreement, the Parties hereby agree that (i) the amount repaid by the Authority for such ineligible Project Costs shall be offset against future repayments by the Authority, or (ii) in the event there are not future repayments to be made by the Authority, or such amounts are insufficient, the Owner shall reimburse the Authority for such amount owed within ninety (90) days of receipt of an invoice from the Authority. Provided, however, that it is not the intent of the parties hereto that this Section operate to deny reimbursement to Owner for any eligible Project Costs.

5.2 The Authority shall make all reasonable best efforts to assist the City and the Owner in achieving necessary permitting to meet the deadlines of the Phase Schedule. The Authority shall also make all reasonable best efforts to coordinate with the City and other entities to create quiet zones for the purpose of reducing noise pollution caused by rail traffic passing near the TIRZ 21 Area.

## ARTICLE 6 PROJECT FINANCING AND FUNDING

6.1 Reimbursement. Upon Completion of a Phase of the Improvements listed on Exhibit B or upon payment by the Owner of a Portion of the Impact Fees, and receipt of all items required by Section 4.5 of this Agreement, annually at such time as the Authority receives and may legally spend Available Tax Increment, the Authority shall pay the Owner an amount equal to the Available Tax Increment until all Project Costs totaling the amount of the Reimbursement have been fully reimbursed, together with any interest that may have accrued pursuant to Section 6.3(D). The Owner shall not have any right or claim to be paid the Reimbursement from any source other than the Available Tax Increment or Bond Proceeds.

### 6.2 Authority Obligations.

(A) In the event there is not sufficient Available Tax Increment to pay the Reimbursement when due, the Authority shall use its best efforts to seek all necessary approvals and to issue Authority Obligations, the first of which shall be issued no later than 90 days after the taxable value of the Hardy Yards Site is certified by the Harris County Appraisal District to be at least seventy-five million dollars (\$75,000,000) to provide funds to make the Reimbursement to the Owner. The Authority shall use its best efforts to issue additional Authority Obligations as there is additional taxable value from the Hardy Yards Site, subject to compliance with any additional bonds tests or similar restrictions on additional obligations. The issuance of Authority Obligations pursuant to this Agreement is subject to approvals required under the Hardy Yard Agreement for the issuance of bonds. Additionally, any Authority Obligations must be issued on commercially reasonable terms including such reserve requirements, coverage requirements, credit enhancement features, interest rates and other features consistent with bonds or other obligations issued by similar entities of like quality and credit worthiness. The Authority agrees to proceed with diligence and use its best efforts to issue such Authority Obligations at the earliest possible time consistent with the requirements of this Section.

(B) The Owner will provide such non-monetary aid and assistance to the Authority as may be reasonably requested by the Authority in order to facilitate the issuance of any Authority Obligations, such assistance to include providing requested documentation, entering into reasonable required agreements and executing certificates or other documentation as may be reasonably required by the Authority. Authority shall at all times use its best efforts to keep confidential any information identified by the Owner as “confidential”, and shall not cause or allow such confidential information to be disclosed to any third party, unless required by law.

### 6.3 Owner Advance.

(A) The Owner, in its sole discretion, agrees hereafter to cause to be advanced sufficient funds (each, an “Owner Advance”) as such become due for all Project Costs, however, in the event the Authority does not have sufficient funds to pay its Zone Administration Costs, the Owner agrees to advance sufficient funds to pay the Zone Administration Costs. The aggregate amount of such Owner Advances that are to be reimbursed hereunder shall not exceed the amount of the Reimbursement.

(B) At such time as funds are or should be available to pay the Owner as described in Section 6.1 and 6.2 all or any portion of the Owner Advances made hereunder, the Authority, at its expense, shall hire a certified public accountant to calculate the amount due the Owner and who shall prepare and submit a report to the Authority certifying (1) the amount due the Owner for the Owner Advances being repaid and (2) that funds are or should be available to make such payment. Such certified public accountant shall not make determinations regarding the eligibility of a Project Cost under the Act. Upon receipt of such report, the Authority shall promptly authorize payment to the Owner.

(C) The Authority shall provide to the Owner, upon the written request of the Owner, and on the earliest date such information is available after the date of such request, certified copies of all statements of revenue and the sources of such revenue of the Zone and Authority the intended use of which is to verify the availability of funds for payment of the Reimbursement or Owner Advances, if applicable, under this section.

(D) Interest on each Owner Advance made shall accrue from the date such amounts are actually advanced and shall be calculated in accordance with the terms of this Subsection. The total amounts owing or to become owing for funds advanced from time to time under this section shall bear simple interest at the rate of the Prime Rate per annum, commencing at the time the funds are advanced to pay for the applicable Project Costs, and continuing until the earlier of the date: a) the Owner is reimbursed from the Authority, if the taxable value of the Hardy Yards Site is certified by the Harris County Appraisal District to be at least seventy-five million dollars (\$75,000,000) within 5 years from the date when funds are advanced by the Owner to pay for the applicable Project Costs; or b) 5 years after funds have been advanced by the Owner to pay applicable Project Costs, if the taxable value of the Hardy Yards Site is certified by the Harris County Appraisal District to be less than seventy-five million dollars (\$75,000,000) after 5 years from the date when such funds are advanced to pay for the applicable Project Costs.

(E) Each Owner Advance shall be evidenced by a certificate in a form acceptable to Owner and the Authority Board and shall be approved by the Authority Board.

(F) The Authority shall begin repaying the Owner Advances, and shall continue such repayment until repaid in full, on the earliest date that funds are available from any of the following sources:

- (i) Bond Proceeds; or
- (ii) the Available Tax Increment.

(G) The Authority's obligation to pay the Reimbursement is limited to any Available Tax Increment (the "Pledged Available Tax Increment"). The rights of Owner in and to the Pledged Available Tax Increment granted herein are subject only to (i) the rights of any holders of bonds, notes or other obligations that have been heretofore or are hereafter issued by the City, the County, and the Houston Independent School District ("HISD") that are payable from and secured by a general levy of ad valorem taxes throughout the taxing jurisdiction of the City, the County, and HISD, (ii) the rights of any of the holders of bonds and notes that are hereafter issued or incurred by the Authority and which are secured by a pledge of the Revenue Fund, and (iii) Zone Administration Costs. The obligation of the Authority to repay the Owner Advances as set forth in this Agreement from the Pledged Available Tax Increment shall be absolute and unconditional until such time as the Owner Advances incurred pursuant to this Agreement, have been fully repaid or provision for payment thereof shall have been made in accordance with the terms of this Agreement. The Owner Advances constitute a special obligation of the Authority payable solely from the Pledged Available Tax Increment as and to the extent provided in this Agreement. The Owner Advances do not give rise to a charge against the general credit or taxing powers of the Authority, the City, the County, HISD or any other taxing unit and is not payable except as provided in this Agreement. Owner, its successors and assigns, shall not have the right to demand payment thereof out of any funds of the Authority other than the Pledged Available Tax Increment. Notwithstanding the foregoing, however, if the Owner receives funding from the County or the United States of America for any item listed as an Offsite Improvement on Exhibit B then, immediately upon receipt of such funding: (i) such item shall no longer be considered an Offsite Improvement and therefore shall not be eligible for funding hereunder; and (ii) Owner's rights to the Pledged Available Tax Increment derived from outside of the Hardy Yards Site pertaining to such item shall cease.

(H) Notwithstanding the foregoing, however, The Authority reserves the right to enter into, for any lawful purpose, one or more additional Developer/Builder Agreements, as defined in the Hardy Yards Agreement, payable from and secured by Tax Increment attributable to property in the TIRZ 21 Area, other than the Hardy Yards Site; provided, however, that no such agreement may be entered into by the Authority unless (i) the agreement pledges such Tax Increment subject to the applicable party investing in taxable improvements within the TIRZ 21 Area determined by the Harris County Appraisal District to be valued in an amount not less than thirty million dollars (\$30,000,000) and (ii) any payments from Tax Increments under such agreements are limited to one-third of the Tax Increment generated from the property subject to the agreement. Owner hereby agrees that any agreement meeting the conditions of this Subsection may provide that up to one-third of the Tax Increment generated from the property

subject to such agreement may be pledged to and paid under such agreement without further subordination or agreement of the Owner.

6.4 Authority Accounting. The Authority shall maintain complete books and records showing deposits to and disbursements from the Revenue Fund and Improvement Fund of Tax Increment and Bond Proceeds, which books and records shall be deemed complete if kept in accordance with generally accepted accounting principles as applied to Texas municipalities and in accordance with the provisions of the TIRZ Act. Such books and records shall be available for examination by the duly authorized officers or agents of Owner during normal business hours upon request made not less than five business days prior to the date of such examination. The City and Authority shall maintain such books and records throughout the term of this Agreement and for four years thereafter, all subject to the requirements of the TIRZ Act.

ARTICLE 7  
INSURANCE; RELEASE

7.1 Insurance. With no intent to limit any contractor's liability or obligation for indemnification, the Owner shall require that each contractor providing work or service on the Improvements, to the extent the Owner elects to seek Reimbursement for any portion of the Improvements, provide and maintain certain insurance in full force and effect at all times during the construction of the Improvements and shall require that the City, the Authority, and the Zone are named as additional insureds under such contractor's insurance policies.

The insurance, at a minimum, must include the following coverages and limits of liability:

<u>Coverage</u>	<u>Limit of Liability</u>
Worker's Compensation	Statutory for Workers Compensation
Employer's Liability	Bodily Injury \$1,000,000
Comprehensive General: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations	Combined limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
Automobile Liability Insurance (for automobiles used by the contractor in the course of its performance under this Agreement including employer's non-owned and hired auto coverage)	\$1,000,000 combined single limit per occurrence

If the amount of any contract awarded by the Owner to construct the Improvements shall exceed \$1,000,000.00, the Owner shall contract with the contractor to maintain Commercial General Liability coverage for at least twice the combined minimum limits specified above. The

minimum limits required may be attained through the combination of primary General Liability and Umbrella liability policies.

(A) Form of Policies. The Authority Board may reasonably approve the form of the insurance policies, but nothing the Authority Board does or fails to do relieves the Owner of its obligation to provide the required coverage under this Agreement. The Authority Board's actions or inactions do not waive the Zone's or Authority's rights under this Agreement.

(B) Issuers of Policies. The issuer of each policy shall have a certificate of authority to transact insurance business in Texas or a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.

(C) Insured Parties. Each policy, except those for Workers' Compensation and Employer's Liability, must name the Authority (and its officers, agents, and employees), the Zone, the City and the Owner as additional insured parties on the original policy and all renewals or replacements.

(D) Deductibles. The Owner shall be responsible for and bear (or shall contract with each applicable contractor to bear and assume) any claims or losses to the extent of any deductible amounts and waives (and shall contract with each contractor to waive) any claim it may have for the same against the Authority or Zone, its officers, agents, or employees.

(E) Cancellation. Each policy must state that it may not be canceled, materially modified, or nonrenewed unless the insurance company gives the Authority 30 days' advance written notice. The Owner shall (and shall contract with each contractor to) give written notice to the Authority within five days of the date on which total claims by any party against such person reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.

(F) Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the Authority, its officers, agents, or employees, the Zone and the Owner.

(G) Primary Insurance Endorsement. Each policy, except Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the additional insured with respect to claims arising under this Agreement.

(H) Liability for Premium. The Owner shall pay (or shall contract with contractors to pay) all insurance premiums for coverage required by this section, and the Authority or Zone shall not be obligated to pay any premiums.

(I) Subcontractors. Notwithstanding the other provisions of this section, the amount of coverage contracted to be provided by subcontractors shall be commensurate with the amount listed above, but in no case less than \$500,000 per occurrence. The Owner shall provide (or shall contract with contractors to provide) copies of insurance certificates to the Authority.

(J) Proof of Insurance. The Owner has furnished or will contract with a construction contractor (the "Contractor") to furnish the Authority with certificates of insurance maintained by the Owner or Contractor in accordance with this section along with an affidavit from the Owner or Contractor confirming that the certificates accurately reflect the insurance coverage maintained. If requested in writing by the Authority, the Owner shall furnish the Director of Finance with certified copies of the Owner's or Contractor's actual insurance policies or if such policies are unavailable a certificate showing the coverage amounts, conditions, and additional insured persons under the policy. If the Owner does not comply with the requirements of this section, the Authority, in its sole discretion, may (1) after providing written notice to the Owner and allowing the Owner a period of thirty (30) days in which to attempt to cure, suspend performance by the Authority hereunder and begin procedures to terminate this Agreement for default or (2) purchase the required insurance with the Authority or the Zone funds and deduct the cost of the premiums from amounts due to the Owner under this Agreement. The Authority shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

(K) Other Insurance. If requested by the Authority, the Owner shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to the Owner's operations under this Agreement.

7.2 Indemnification and Release. OWNER SHALL DEFEND, INDEMNIFY, AND HOLD THE HARDY/NEAR NORTHSIDE AUTHORITY AND THE HARDY/NEAR NORTHSIDE ZONE, THEIR AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE "INDEMNIFIED PERSONS") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

**A. OWNER'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY, "OWNER'S") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**

**B. THE INDEMNIFIED PERSONS' AND OWNER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER OWNER IS IMMUNE FROM LIABILITY OR NOT; AND**

**C. THE INDEMNIFIED PERSONS' AND OWNER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER OWNER IS IMMUNE FROM LIABILITY OR NOT.**



**OWNER SHALL DEFEND, INDEMNIFY, AND HOLD THE INDEMNIFIED PERSONS HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THIS AGREEMENT TERMINATES.**

**THE OWNER SHALL LIKEWISE INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PERSONS FOR ANY AND ALL INJURY OR DAMAGE TO CITY PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF THE OWNER, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, OR INVITEES, AS LONG AS THEY ARE ACTING WITHIN THE COURSE AND SCOPE OF THEIR EMPLOYMENT, AGENCY, CONTRACT, LICENSE, OR INVITATION**

Notwithstanding any other provision of this Section or other provisions of this Agreement, (1) the Owner's indemnification of all Indemnified Persons other than Hardy/Near Northside Zone directors is limited to \$1,000,000 per occurrence; and (2) the Owner shall not be obligated to indemnify any Indemnified Person for the Indemnified Person's sole negligence; and (3) the Owner shall not be obligated to indemnify any Indemnified Persons to the extent that any claims which might otherwise be subject to indemnification hereunder resulted, in whole or in part, from the gross negligence, recklessness or intentional act or omission of any Indemnified Person or Persons.

If an Indemnified Person or Owner receives notice of any claim or circumstance which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include a description of the indemnification event in reasonable detail, the basis on which indemnification may be due, and the anticipated amount of the indemnified loss. This notice shall not estop or prevent an Indemnified Person from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If an Indemnified Person does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Owner is prejudiced, suffers loss, or incurs expense because of the delay.

Owner shall assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the Indemnified Person. Owner shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Owner shall advise the Indemnified Person as to whether or not it will defend the claim. If Owner does not assume the defense, the Indemnified Person shall assume and control the defense, and all defense expenses incurred by it shall constitute an indemnification loss.

If Owner elects to defend a claim, the Indemnified Person may retain separate counsel at the sole cost and expense of such Indemnified Person to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Owner may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Owner does not fund in full, or (iii) would not result in the Indemnified Person's full and complete release

from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

**OWNER RELEASES EACH INDEMNIFIED PERSON FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE INDEMNIFIED PERSON'S CONCURRENT NEGLIGENCE AND/OR THE INDEMNIFIED PERSON'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, BUT NOT SUCH INDEMNIFIED PERSON'S SOLE NEGLIGENCE OR FROM ANY DAMAGE OR LOSS TO THE EXTENT RESULTING FROM THE GROSS NEGLIGENCE, RECKLESSNESS OR INTENTIONAL ACT OR OMISSION OF THE INDEMNIFIED PERSON.**

**OWNER SHALL REQUIRE ALL CONTRACTORS ENGAGED BY IT TO CONSTRUCT THE IMPROVEMENTS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE INDEMNIFIED PERSONS TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE OF AND INDEMNITY TO THE INDEMNIFIED PERSONS HEREUNDER.**

7.3 RELEASE. THE OWNER SHALL ALSO REQUIRE THAT ALL GENERAL CONTRACTORS INDEMNIFY THE CITY, THE HARDY/NEAR NORTHSIDE AUTHORITY, AND THE HARDY/NEAR NORTHSIDE ZONE AND THEIR RESPECTIVE OFFICIALS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITIES ARISING OUT OF SUCH CONTRACTOR'S WORK AND ACTIVITY RELATED TO THE IMPROVEMENTS.

**ARTICLE 8**  
**DEFAULT**

8.1 Events of Default/Remedies.

(A) The following shall constitute an "Event of Default" of the Owner under this Agreement: the failure of the Owner following Commencement of the Improvements for a particular Phase of the Improvements to bring such Phase of the Improvements to Completion in accordance with the applicable Phase Schedule, subject to Force Majeure and the Owner's termination rights hereunder.

Upon the occurrence of an Event of Default of the Owner, the Authority shall have the right (as its sole remedy), upon written notice to the Owner to terminate this Agreement and the Authority shall thereafter incur no further Reimbursement obligations hereunder; however, notwithstanding anything herein to the contrary, the Authority shall remain obligated to pay to Owner any Reimbursements outstanding pertaining to Improvements completed and accepted by the City (or other applicable governmental entity) prior to the occurrence of such Event of Default and subsequently accepted by the City or other governmental entity.

(B) It shall be an Event of Default of the Authority or the Zone if any such party fails to perform its obligations hereunder within thirty (30) days after notice of such failure by the Owner. The Authority's or the Zone's failure to comply with the terms of this Agreement as respecting any aspect of the Authority's or the Zone's duties to provide financing or assist Owner in obtaining financing or reimbursement for the Improvements and other Project Costs defined herein shall be an event of default by the Authority. Upon the occurrence of an Event of Default of the Authority or the Zone, the Owner may do any one or more of the following: enforce specific performance of this Agreement, seek actual damages incurred by the Owner for any such Event of Default, and terminate this Agreement in which event all of the rights and obligations of the parties hereunder shall terminate and be of no further force or effect.

(C) Parties Right to Cure. Before any failure of any party to perform its obligations under this Agreement shall be deemed to be an Event of Default or a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No Event of Default or breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within 30 days of the receipt of such notice, subject, however, to Force Majeure. Each of the parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party.

## ARTICLE 9 GENERAL

9.1 Inspections, Audits. The Owner agrees to keep such operating records as may be reasonably required in writing by the Director of Finance of the City, the Authority, or by state and federal law or regulation for a period of 24 months. Subject to the confidentiality requirements set forth in Section 6.2(B) above, the Owner shall allow the Authority reasonable access to documents and records in the Owner's possession, custody or control relating to the Improvements that the Authority deems necessary to assist the Authority in determining the Owner's compliance with this Agreement.

9.2 The Owner Operations and Employees. All personnel supplied or used by the Owner in the performance of this Agreement shall be deemed contractors or subcontractors of the Owner and will not be considered employees, agents, contractors or subcontractors of the Authority or the City for any purpose whatsoever. Neither the Authority nor the City shall be responsible for the compensation of all such contractors and subcontractors.

9.3 Personal Liability of Public Officials. To the extent permitted by State law, no director, officer, employee or agent of the Zone, the Authority or the City shall be personally responsible for any liability arising under or growing out of this Agreement.

9.4 Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party at the following addresses:

Director, Department of Finance  
City of Houston  
P.O. Box 1562  
Houston, Texas 77251

Reinvestment Zone Number Twenty-One,  
City of Houston, Texas  
Clark Stockton Lord  
Vinson & Elkins LLP  
1001 Fannin, Suite 2500  
Houston, Texas 77002

Hardy/Near Northside Redevelopment Authority  
City of Houston, Texas  
Clark Stockton Lord  
Vinson & Elkins LLP  
1001 Fannin, Suite 2500  
Houston, Texas 77002

CR V Hardy Yards, L.P.  
c/o Cypress Real Estate Advisors, Inc.  
301 Congress, Suite 500  
Austin, Texas 78701  
Attention: M. Timothy Clark

with copy to:

Neal J. Rackleff  
Locke Lord Bissell & Liddell LLP  
600 Travis, Suite 3400  
Houston, Texas 77002

Each party may change its address by written notice in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when received for by, or actually received by, Director of Finance of the City, the Zone, the Authority or the Owner, as the case may be.

9.5 Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the Zone, the Authority and the Owner. No course of dealing on the part of the Owner, nor any failure or delay by the Owner with respect to exercising any right, power or privilege of the Owner under this Agreement shall operate as a waiver thereof, except as otherwise provided in this section.

9.6 Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement.

9.7 Successors and Assigns.

(A) All covenants and agreements contained by or on behalf of the Authority and the Zone in this Agreement shall bind their successors and assigns and shall inure to the benefit of the Owner and its successors and assigns. The Authority and the Zone may assign its rights and obligations under this Agreement or any interest herein, with the prior written consent of the Owner, which consent shall not be unreasonably withheld, conditioned or delayed provided that such assignment is to a public entity with sufficient funding and the legal authority to reimburse Owner in the full amount it is owed under the terms of this Agreement. The Owner may sell or otherwise transfer the Improvements, the Development and/or the Hardy Yards Site, or any portions thereof without the consent of the Authority. The Owner may also assign or otherwise transfer this Agreement or all or a portion of its rights and obligations under this Agreement, provided, however, that (1) until Completion of all Phases of the Improvements, such assignment shall be subject to the prior written approval of the Authority and the Zone, which approval shall not be unreasonably withheld, conditioned or delayed; and (2) (a) at any time with respect to any Affiliate or (b) from and after Completion of all Phases of the Improvements, such assignment is permitted without the consent of the Authority or the Zone so long as any such assignee(s) specifically assumes the assigned obligations of the Owner hereunder and the Owner gives notice to the Authority of any such assignment. If such assumption of the obligations of the Owner hereunder is made in writing, the Owner shall be deemed released from such obligations. If no such assumption of the obligations of the Owner hereunder is made in writing, the Owner shall remain liable hereunder.

(B) The Owner may also assign or otherwise transfer this Agreement or all or a portion of its rights and obligations under this Agreement, at any time to any Affiliate. If such assumption of the obligations of the Owner hereunder is made in writing, the Owner shall be deemed released from such obligations. If no such assumption of the obligations of the Owner hereunder is made in writing, the Owner shall remain liable hereunder.

(C) In addition to the Owner's transfer and assignment rights set forth in Section 9.7(A) above, the Owner shall have the right to collaterally assign, transfer, pledge and/or mortgage its right, title and interest in, to and under this Agreement to one or more Lenders at any time and from time to time as security for any Development Loan or otherwise. In the event of any such assignment, transfer, pledge, mortgage or deed of trust (each such, a "Mortgage") and notice to the Authority and the Zone thereof, the following provisions shall apply:

(i) The Zone and the Authority (the "City Parties") shall give to each Lender, at the address of such Lender set forth in a notice from such Lender or from the Owner and otherwise in the manner required under Section 9.4 hereof, a copy of each notice given by any City Party to the Owner hereunder (including any and all default or Event of Default notices) at the same time as and whenever any such notice shall thereafter be given by any City Party to the Owner, and no such notice by any City Party shall be deemed to have been duly given to the

Owner (and no grace or cure period shall be deemed to have commenced) unless and until a copy thereof shall have been given to each such Lender. Each Lender (x) shall have a period of an additional thirty (30) days in the case of any default or Event of Default, after the applicable period afforded the Owner hereunder for remedying the default or Event of Default has expired, to cure such default or Event of Default and (y) shall, within such period and otherwise as herein provided, have the right (but not the obligation) to remedy such default or Event of Default or cause the same to be remedied. The City Parties shall accept performance by or on behalf of a Lender of any covenant, condition or agreement on the Owner's part to be performed hereunder with the same force and effect as though performed by the Owner, so long as such performance is made in accordance with the terms and provisions of this Agreement. The City Parties shall not object to any temporary entry onto any property by or on behalf of a Lender to the extent necessary to effect such Lender's cure rights, provided such entry is in compliance with applicable law.

(ii) With respect to any default or Event of Default, so long as a Lender shall be diligently exercising its cure rights under this Section 9.7(C) with respect thereto within the applicable cure periods set forth above the City Parties shall not (x) serve a termination notice hereunder, or (y) bring a proceeding on account of such default to terminate this Agreement or the rights of Owner hereunder. Nothing in this Section 9.7(C) or in any other provision of this Agreement shall, however, be construed to require any such Lender to cure any default or Event of Default by the Owner under this Agreement.

(iii) The exercise of any rights or remedies of a Lender under a Development Loan, including the consummation of any foreclosure or deed in lieu of foreclosure, shall not constitute a default under this Agreement.

(iv) In the event any Lender (or any other party) acquires title to any property which secures a Development Loan through foreclosure of a Mortgage, deed in lieu of foreclosure or otherwise (a "Successor Owner"), such Successor Owner shall be deemed to be an assignee of the Owner under this Agreement provided that such Successor Owner assumes in writing the obligations of the Owner hereunder. No Lender (or any other party) shall become liable under the provisions of this Agreement unless and until such time as it agrees in writing to assume the obligations of the Owner hereunder.

(v) From and after the date upon which the City Parties receive a notice from the Owner or a Lender which identifies the particular Lender, the City Parties shall not amend or modify this Agreement in any material respect without the prior written consent of the Lender covered by such notice. The City Parties shall, upon written request of the Owner or any Lender, execute and deliver any estoppel certificate reasonably requested by any such party pursuant to which the City Parties shall certify as to any information with respect to this Agreement and the parties' obligations hereunder as reasonably requested by the Owner or a Lender (including, without limitation, that no party is in default hereunder, that no default or termination notice has been delivered, and that there are no modifications or amendments to this Agreement).

9.8 Exhibits; Titles of Articles, Sections and Subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the

purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

9.9 Construction. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, as such laws are now in effect.

9.10 Entire Agreement. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

9.11 Term. This Agreement shall be in force and effect from the Effective Date hereof for a term expiring on the earliest to occur of (i) the date terminated by the Authority as permitted hereunder, (ii) the date terminated by the Owner as permitted hereunder, (iii) the Final Expiration of the TIRZ, and (iv) the date that the Reimbursement has been repaid in full, in which event all of the rights and obligations of the parties hereunder shall terminate and be of no further force or effect; provided, however, the obligation of the Owner, or its successors, to maintain the Improvements in accordance with Section 4.6, and the indemnification and release commitments to the Authority, the City and the Zone contained in Section 7.2 hereof shall survive said termination of this Agreement for the time periods set forth in this Agreement; provided such termination is pursuant to Section 8.1(A) or Sections 9.11 (iii) or (iv) hereof.

9.12 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that such approval or consent shall not be unreasonably withheld, conditioned or delayed.

9.13 Recitals. All recitals to this Agreement are hereby found to be true and correct by the Parties, and are incorporated as a part of this Agreement.

9.14 Force Majeure. The obligations of the parties under this Agreement (other than obligations for payment including the Authority's obligation to make Reimbursement payments to the Owner) are subject to "Force Majeure." For the purpose of this Agreement, "Force Majeure" is defined as war, riots, civil commotion, strikes, labor disputes, embargoes, natural disasters, Acts of God, or any other cause or contingency similarly beyond the control of the party affected, as well as the occurrence of arbitration as permitted hereunder. A Party's period for performance for any of its obligations (other than obligations for payment) under this Agreement shall be extended day for day for the duration of the event of Force Majeure.

9.15 No Recordation. The Parties agree that, with the exception of a memorandum relating to landscaping maintenance covenants in Section 4.6 of this Agreement, neither this

Agreement nor any memorandum or notice hereof shall be recorded without the consent of all Parties.

9.16 Waiver of Jury Trial. The Parties covenant and agree not to elect a trial by jury with respect to any issue arising under this Agreement triable by a jury and waive any right to trial by jury to the extent that any such right shall not or hereafter exist.

[signatures on separate page]

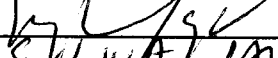


IN WITNESS WHEREOF, the Zone, the Authority, and the Owner have made and executed this Amendment in multiple copies, each of which is an original as of the Effective Date.

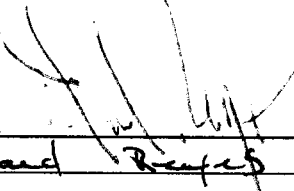
REINVESTMENT ZONE NUMBER  
TWENTY-ONE, CITY OF HOUSTON, TEXAS

By:   
Name: Edward Reyes  
Title: Chairman

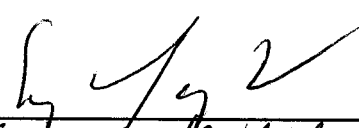
ATTEST:

By:   
Name: Sylvia Navard  
Title: Secretary

HARDY/NEAR NORTHSIDE  
REDEVELOPMENT AUTHORITY


By:   
Name: Edward Reyes  
Title: Chairman

ATTEST:

By:   
Name: Sylvia Navard  
Title: Secretary

CR V HARDY YARDS, L.P., a Delaware limited partnership

By: CR V Hardy Yards GP, L.L.C.,  
Its General Partner

By:   
Name: M. Timothy Clark  
Title: President

**CITY OF HOUSTON  
APPROVALS**

APPROVED:

**DIRECTOR, DEPARTMENT OF FINANCE**

By: Michelle Mitchell  
Name: Michelle Mitchell  
Title: Director

**EXHIBIT A**

**DESCRIPTION OF DEVELOPMENT; LEGAL DESCRIPTION**

Hardy Yards  
Development Agreement Tract Description  
37.05 Acres (4 Tracts)

John Austin Survey  
Abstract No. 1

**Tract 1- 33.35 ACRES**

**STATE OF TEXAS           §**

**COUNTY OF HARRIS       §**

A **METES AND BOUNDS** description of a certain 33.35 acre tract of land situated in the John Austin Survey, Abstract No. 1, Harris County, Texas; being a portion of a called 41.933 acre tract of land conveyed to CR V Hardy Yards L.P. in Special Warranty Deed recorded in Clerk's file number Y922883 of the Harris County official public Records of real property and all of a tract of land called to be 1.2155 acres conveyed to CR V Hardy Yards L.P. in Special Warranty Deed recorded in Clerk's File No. Y922886 of the Harris County Official Public Records Of Real Property, said 33.35 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone (NAD 83);

**BEGINNING** at a found "X" cut in concrete at the southwest intersection of Burnett Street (60 feet wide right-of-way, as shown on plat of S.F. Nobles Addition as recorded in Volume 5, Page 69 of the Harris County Deed Records) and Hardy Street, said "X" being the northwest corner of the said 1.2155 acre tract of land;

THENCE, South 02°17'16" East, along the west line of Hardy Street, being the east line of the said 1.2155 acre tract of land at 151.43 feet passing a found 5/8-inch iron rod with cap (not legible), continuing along an east line of the aforementioned 41.933 acre tract, in all a total distance of 360.00 feet to a point for corner in the south line of Leona Street (60 feet wide right-of-way, as shown on plat of S.F. Nobles Addition as recorded in Volume 5, Page 69 of the Harris County Deed Records);

THENCE, North 87°42'44" East, along the south line of Leona Street being common with a north line of the said 41.933 acre tract, at 0.30 feet passing a found 5/8-inch iron rod, at 260.00 feet passing a found 5/8-inch iron rod (0.32 feet left) in the west line of Elysian Street (60 feet right-of-way, as shown on plat of S.F. Nobles Addition as recorded in Volume 5, Page 69 of the Harris County Deed Records), continuing at 319.69 feet passing a found 5/8-inch iron rod (with cap stamped "Clark"), continuing in all a total distance of 482.11 feet to a point for corner, from said point a found 5/8-inch iron rod bears South 34°32' East 0.24 feet;

THENCE, along the south line of the said 41.933 acre tract, being the north line of a railroad right-of-way, the following (10) courses and distances:

1. South 61°25'15" West, at 180.77 feet passing a found 5/8-inch iron rod (with cap stamped "Miller") in the east line of said Elysian Street, at 247.74 feet passing the west line of Elysian Street, continuing in all a distance of 740.68 feet to a point for corner;
2. South 62°07'37" West, 148.69 feet to a point for corner;
3. South 50°35'56" West, 23.20 feet to a point for corner;
4. South 62°07'37" West, 200.00 feet to a found 5/8-inch iron rod (with cap stamped "Miller") for corner;
5. South 73°39'17" West, 23.20 feet to a found 5/8-inch iron rod (with cap stamped "EIC") for corner;
6. South 62°07'37" West, 71.69 feet to a found 5/8-inch iron rod (with cap stamped "GS") the beginning of a curve to the right;
7. Along the arc of said curve to the right having a radius of 750.00 feet, a central angle of 22°54'42", an arc length of 299.91 feet, and a long chord bearing South 73°34'57" West, 297.92 feet to a found 5/8-inch iron rod (with cap stamped "Miller") at the beginning of a reverse curve to the left;
8. With the arc of said reverse curve to the left having a radius of 6137.05 feet, a central angle of 02°36'48", an arc length of 279.91 feet, and a long chord bearing South 83°43'54" West, 279.89 feet to a found 5/8-inch iron rod (with cap stamped "Miller") at the beginning of a reverse curve to the right;
9. With the arc of said reverse curve right having a radius of 2260.00 feet, a central angle of 03°23'36", an arc length of 133.85 feet, and a long chord bearing South 84°07'18" West, 133.83 feet to a point for corner;
10. South 85°48'58" West, 96.56 feet to a found 5/8-inch iron rod (with cap stamped "Earth Data") for corner;

THENCE, along the east line of a called 9.7987 acre tract (Parcel 16) described in Cause No. 894926, the following four (4) courses and distances:

1. North 04°10'54" West, 106.82 feet to a point for corner;
2. South 87°36'05" West, 122.58 feet to a point for corner;
3. North 79°12'04" West, 216.63 feet to a point for corner;
4. North 24°27'49" West, 446.94 feet to a point in the south line of Burnett Street (60 feet wide right of way as shown on plat of S.F. Nobles Addition as recorded in Volume 5, Page 69 of the Harris County Deed Records) for corner;

THENCE, along the south line of said Burnett Street, being the north line of the aforementioned 41.933 acre tract, the following three (3) courses and distances:

1. North 65°32'11" East, 935.30 feet to a point for corner;
2. North 72°32'28" East, 269.39 feet to a found 5/8-inch iron rod (with cap stamped "Clark") for corner;
3. North 87°42'44" East, at 430.50 feet passing a found 5/8-inch iron rod (with cap stamped "Clark") continuing in all a distance of 780.00 feet to the **POINT OF BEGINNING, CONTAINING 33.35 acres** of land in Harris County, Texas as shown on drawing number 7064 (S) in the offices of Cotton Surveying in Houston Texas.

**Tract 2- 1.377 ACRES**

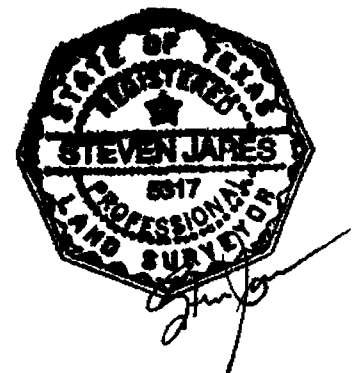
Block 77 of S.F. Nobles Addition as recorded in Volume 5, Page 69 of the Harris County Deed Records. Called 1.377 acres (Tract 2) to CR V HARDY YARDS, L.P. recorded in Clerk's file number Y922883 of the Harris County Official Public Records Of Real Property.

**Tract 3- 1.377 ACRES**

Block 63 of S.F. Nobles Addition as recorded in Volume 5, Page 69 of the Harris County Deed Records. Called 1.377 acres (Tract 6) to CR V HARDY YARDS, L.P. recorded in Clerk's file number Y922892 of the Harris County Official Public Records Of Real Property.

**Tract 4- 0.9474 ACRES**

A portion of Block 62 of S.F. Nobles Addition as recorded in Volume 5, Page 69 of the Harris County Deed Records. Called 0.9474 acres (Tract 3) to CR V HARDY YARDS, L.P. recorded in Clerk's file number Y922883 of the Harris County Official Public Records Of Real Property.



**EXHIBIT B  
ELIGIBLE PROJECT COSTS**

<b>CATEGORY</b>	<b>Phase 1</b>	<b>Phase 2</b>	<b>Phase 3</b>	<b>Impact Fees</b>	<b>Total</b>
<b>ONSITE PUBLIC IMPROVEMENTS</b>					
<b>Hardy Yards Improvements</b>					
Street Improvements	\$ -	\$ -	\$ 1,255,000	\$ -	\$ 1,255,000
Sidewalks, Streetscape & Lighting	\$ -	\$ -	\$ 1,578,000	\$ -	\$ 1,578,000
Public Drainage Improvements	\$ -	\$ -	\$ 572,000	\$ -	\$ 572,000
Public Water & Sewer Infrastructure	\$ -	\$ -	\$ 355,000	\$ -	\$ 355,000
Parks & Recreational Facility Improvements	\$ -	\$ -	\$ 1,440,000	\$ -	\$ 1,440,000
Subtotal	\$ -	\$ -	\$ 5,200,000	\$ -	\$ 5,200,000
<b>Other Project Costs</b>					
Park Land Acquisition	\$ -	\$ -	\$ 2,888,000	\$ -	\$ 2,888,000
Water Capacity Fees (Impact Fees)	\$ -	\$ -	\$ -	\$ 485,000	\$ 485,000
Sewer Capacity Fees (Impact Fees)	\$ -	\$ -	\$ -	\$ 1,715,000	\$ 1,715,000
Subtotal	\$ -	\$ -	\$ 2,888,000	\$ 2,200,000	\$ 5,088,000
<b>TOTAL ONSITE PUBLIC IMPROVEMENTS</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,088,000</b>	<b>\$ 2,200,000</b>	<b>\$ 10,288,000</b>

**II. OFFSITE PUBLIC IMPROVEMENTS**

**San Jacinto Improvements**

Street & Bridge Improvements	\$ 10,072,000	\$ -	\$ -	\$ -	\$ 10,072,000
Sidewalks, Streetscape & Lighting	\$ 1,341,000	\$ -	\$ -	\$ -	\$ 1,341,000
Public Drainage Improvements	\$ 697,000	\$ -	\$ -	\$ -	\$ 697,000
Public Water & Sewer Infrastructure	\$ 79,000	\$ -	\$ -	\$ -	\$ 79,000
<b>Subtotal</b>	<b>\$ 12,189,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 12,189,000</b>

**Burnett Improvements**

Street Improvements	\$ -	\$ 2,787,000	\$ -	\$ -	\$ 2,787,000
Sidewalks, Streetscape & Lighting	\$ -	\$ 899,000	\$ -	\$ -	\$ 899,000
Public Drainage Improvements	\$ -	\$ 2,486,000	\$ -	\$ -	\$ 2,486,000
Public Water & Sewer Infrastructure	\$ -	\$ 1,495,000	\$ -	\$ -	\$ 1,495,000
<b>Subtotal</b>	<b>\$ -</b>	<b>\$ 7,667,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,667,000</b>

**Hardy Yards Utility Up-Sizing**

Oversized Public Drainage Improvements	\$ -	\$ -	\$ -	\$ -	\$ -
Oversized Public Water & Sewer Infrastructure	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Other Project Costs**

San Jacinto Right-of-Way Acquisition	\$ 2,700,000	\$ -	\$ -	\$ -	\$ 2,700,000
Burnett Right-of-Way Acquisition	\$ -	\$ 468,000	\$ -	\$ -	\$ 468,000
<b>Subtotal</b>	<b>\$ 2,700,000</b>	<b>\$ 468,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,168,000</b>

**TOTAL OFFSITE PUBLIC IMPROVEMENTS**

<b>\$ 14,889,000</b>	<b>\$ 8,135,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 23,024,000</b>
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**EXHIBIT C**

**FORM OF FINAL COMPLETION CERTIFICATE**

*Name*

Director of Public Works and Engineering  
City of Houston

*Address*

Reference: Completed items of Public Improvements Associated with Hardy Yards

I hereby certify that to the best of my knowledge the item(s) of Improvements listed as \_\_\_\_\_ on Exhibit B of the Agreement have been completed substantially in accordance with the Plans and Specifications. (The terms "Agreement," "Improvements" and "Plans and Specifications" shall have the meanings ascribed to them in that certain Agreement dated \_\_\_\_\_ by and among, *inter alia*, Reinvestment Zone Number Twenty-One, City of Houston, Hardy/Near Northside Redevelopment Authority and CR V Hardy Yards, L.P.) The final construction costs of the item(s) of Improvements is (dollar amount) as indicated on the attached summary.

Very truly yours,

Engineer's Signature and Seal or Owner as permitted pursuant to Section 4.5(v)



TAB

SEVEN C



## Commissioner Adrian Garcia

Harris County Precinct Two

1001 Preston, Suite 924 • Houston, TX 77002 • Tel: 713.755.6220 • Fax: 713.755.8810

April 9, 2021

Ralph De Leon

TIRZ 21

Hardy/Near Northside Management District

Sent via email: [ralph@tifworks.com](mailto:ralph@tifworks.com)

Dear Mr. De Leon:

In response to your application for funding through the Harris County Precinct 2 Partnership Projects, we have selected the TIRZ 21 Hardy Near Northside Project for funding consideration. Harris County Precinct 2 intends to be the lead on this project and will help to coordinate the project with all involved parties.

Congratulations and thank you for submitting this project for partnership consideration. My Director of Engineering, Faustino Benavidez will be in communication with your office regarding next steps.

Sincerely,

Adrian Garcia

Harris County Commissioner, Precinct 2

SINGLE SHEET OF PLAIN  
COLORED PAPER



**ADRIAN  
GARCIA**  
COMMISSIONER

**Partnership Project Request Form  
Capital Improvement Project**

Requesting Agency Information	
Requesting Agency	
Requesting Agency Point Of Contact	
First Name	
Last Name	
Title	
Phone Number	
Email Address	
Physical Address	

Request Summary	
Project Type (Select One)	Street, Drainage, Sidewalk, Traffic Improvements, Parks, Planning Studies, Others
Estimated Project Cost	
Funding Commitment by Requesting Entity	
Funding Requested From Precinct 2	
Alternative Requests from Precinct 2 other than funding	
Other Funding Source/Funding Partners	
Proposed Project Start Date	

**Project Information Data**

***A. Project Description***

***B. Funding Commitment and Agency Priority***

***C. Master Plan Element***

***D. Flooding Threat/Safety/ Traffic Improvements***

***E. Level of Protection/Level of Service/ Connectivity***

***F. Project Area***

***G. Ancillary Benefits***

***H. Level of Partner Participation***

***I. Operations and Maintenance Cost to Harris County***

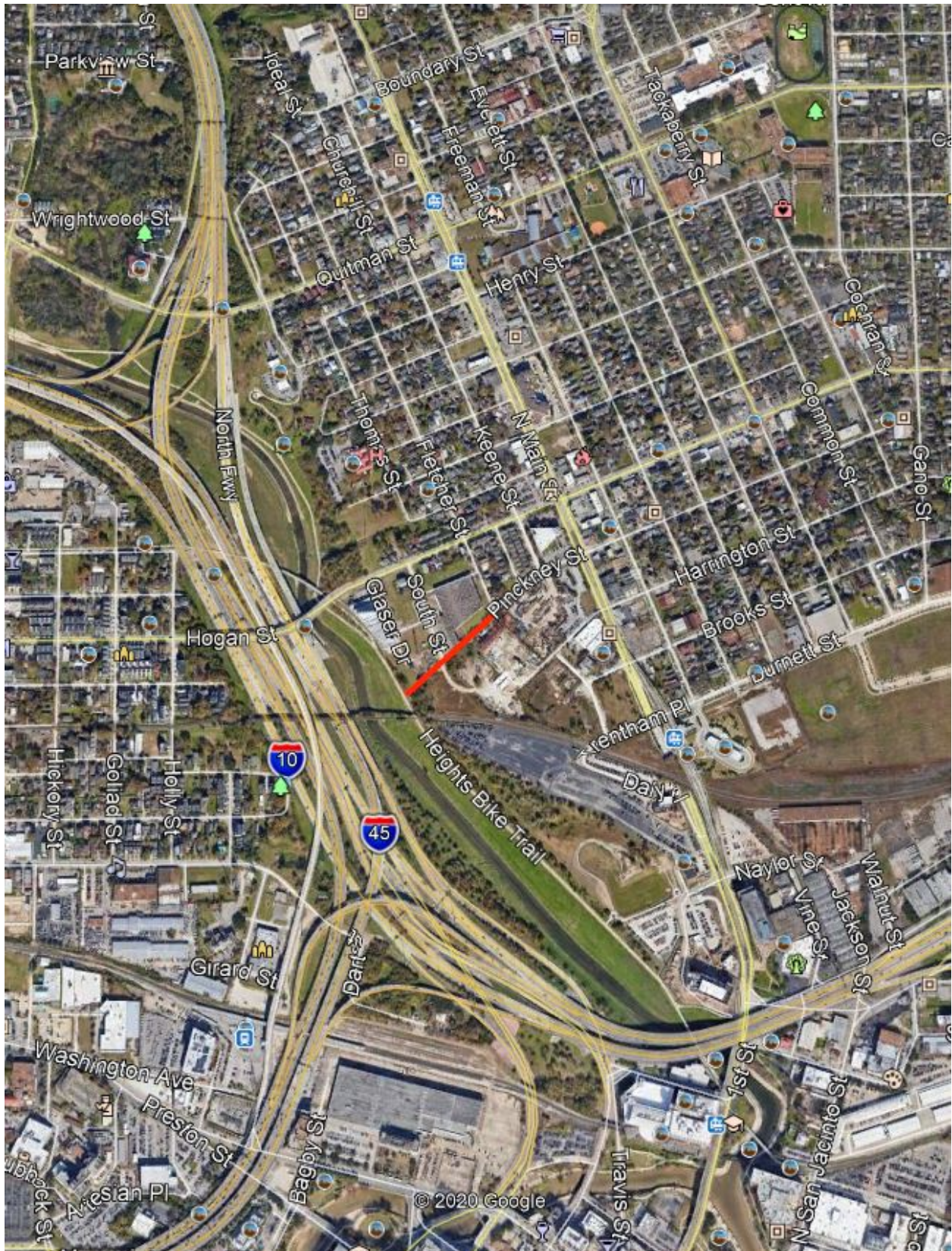
Signature of the Applicant/Applicants Agent:

Name and Title:

Date:



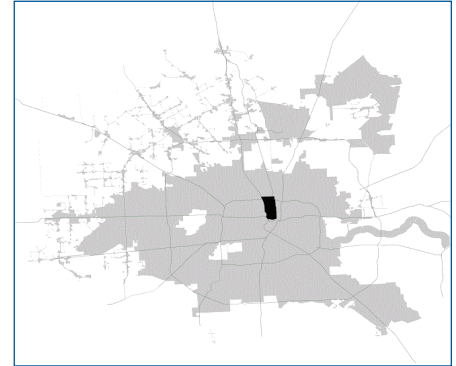
EXHIBIT A



T-2101 Pedestrian Pathways/Hike and Bike Trails  
Pickney Trail Alignment



# SUPER Neighborhood RESOURCE ASSESSMENT



	Super Neighborhood		Houston	
	2000	2015	2000	2015
<b>Pop. characteristics</b>				
Total population	29,923	27,348	1,953,631	2,217,706
Persons per sq. mile	6,895	6,298	3,166	3,314
<b>Age of Population</b>				
Under 5 years	8%	8%	8%	8%
5- 17 years	22%	19%	19%	17%
18- 64 years	59%	63%	64%	65%
65 and over	10%	10%	9%	10%
<b>Ethnicity</b>				
Non Hispanic Whites	8%	8%	31%	26%
Non Hispanic Blacks	8%	10%	25%	22%
Hispanics	84%	81%	37%	44%
Non Hispanic Asians	0%	0%	6%	7%
Non Hispanic Others	0%	1%	1%	1%
<b>Income</b>				
Under \$25,000	48%	40%	33%	27%
\$25,001 to \$50,000	31%	31%	31%	25%
\$50,001 to \$100,000	18%	19%	24%	26%
Over \$100,001	3%	9%	12%	22%
<b>Median Household Income</b>	\$26,537	\$36,845	\$36,616	\$46,187
<b>Educational Status</b>				
No Diploma	58%	44%	30%	23%
High School Diploma	23%	27%	20%	23%
Some College	13%	20%	23%	24%
Bachelor's or Higher	6%	10%	27%	31%
<b>Housing and Households</b>				
Total housing units	9,564	10,164	782,378	909,336
Occupied	92%	85%	92%	88%
Vacant	8%	15%	8%	12%
Total households	8,838	8,657	717,945	799,714
Family households	6,539	5,817	457,549	491,778
Median Housing Value	\$47,673	\$127,793	\$79,300	\$131,700

**Description**

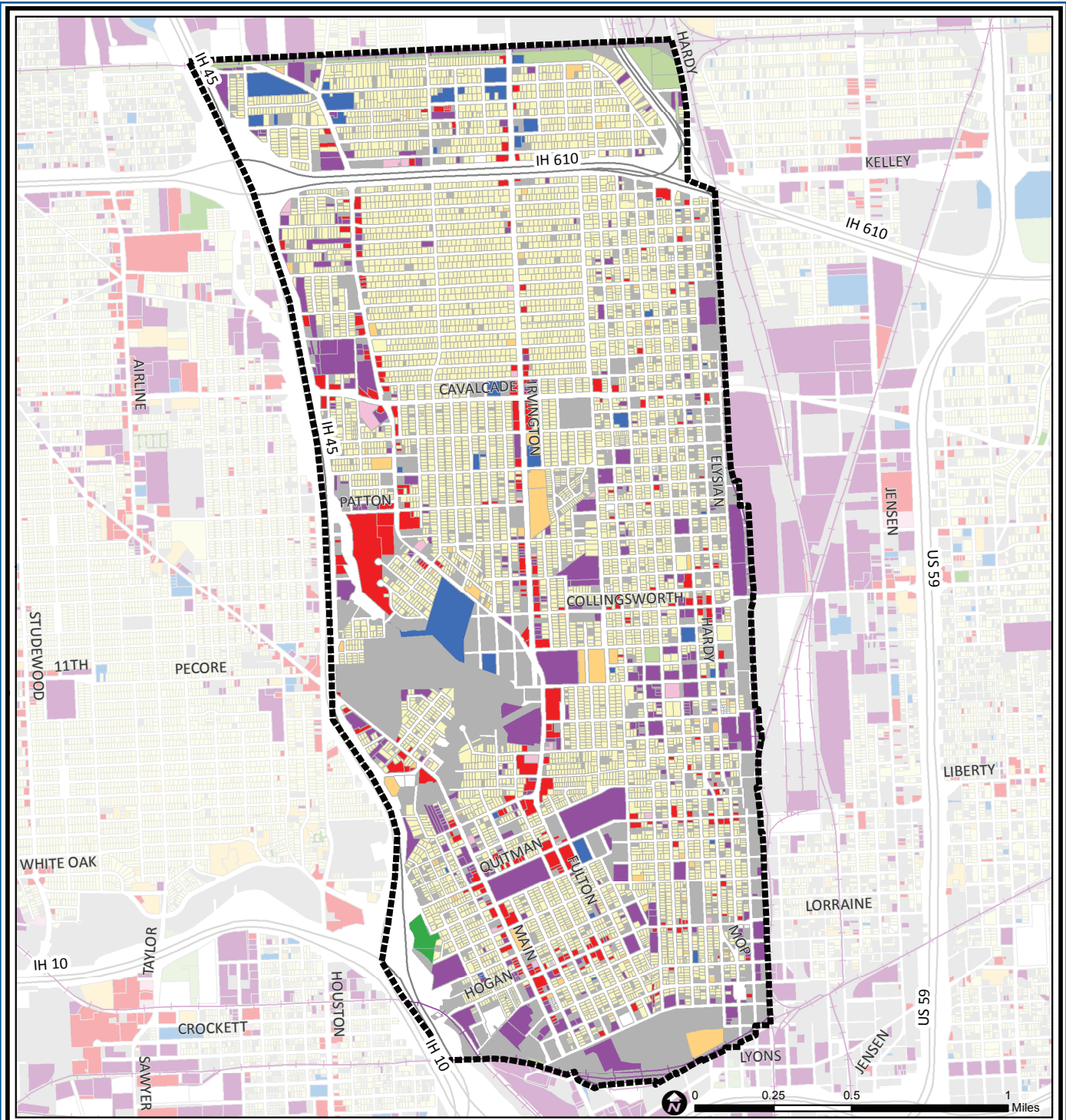
Near Northside is immediately adjacent to Downtown. The southern two thirds of the area consists of wood frame homes surrounding commercial properties along North Main and Fulton. The northern third includes Lindale Park, with its large lots and more substantial homes. Moody Park is an important gathering place in the center of the community, as is the Davis High School-Marshall Middle School-Carnegie Library complex in the southern part of the community. Extension of the Hardy Toll Road runs along the entire eastern edge of the area.

**Highlights**

- ✓ Houston City Council District H
- ✓ Houston Independent School District
- ✓ 6 Police beats (includes bordering beats)
- ✓ 2,779 acres (4.34 sq. miles)



**PLANNING &  
DEVELOPMENT  
DEPARTMENT**



### Near Northside: Land Use

- |                             |                              |                         |
|-----------------------------|------------------------------|-------------------------|
| Freeway                     | Commercial                   | Parks and Open Space    |
| Rail Road                   | Office                       | Undeveloped             |
| Super Neighborhood Boundary | Industrial                   | Agricultural Production |
| Single-family Residential   | Public and Institutional     | Open Water              |
| Multi-family Residential    | Transportation and Utilities | Unknown                 |

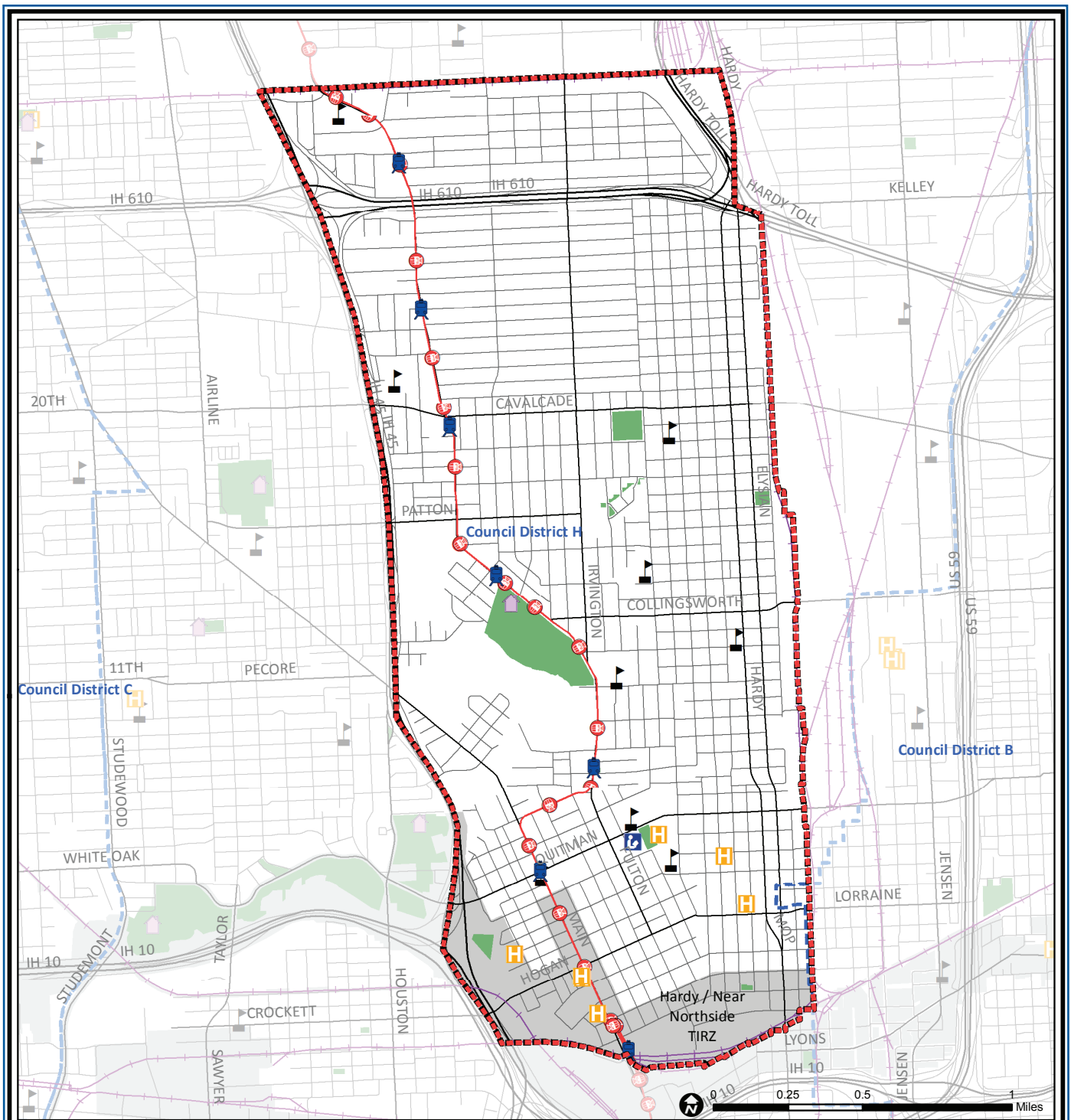
Source: City of Houston GIS Database, Harris County Appraisal District

Date: November 16, 2017

This map is made available for reference purposes only and should not be substituted for a survey product. The City of Houston will not accept liability of any kind in conjunction with its use.



**PLANNING & DEVELOPMENT DEPARTMENT**



### Near Northside: Public Facilities

- |                             |                         |                     |
|-----------------------------|-------------------------|---------------------|
| Super Neighborhood Boundary | Airports                | Rail Road           |
| Community Centers           | Harris County Hospitals | Metro Rail Stations |
| Fire Station                | Private Hospitals       | Metro Rail Line     |
| Police Station              | Other Health Facilities | Parks               |
| School                      | Library                 | TIRZ                |

Source: City of Houston GIS Database

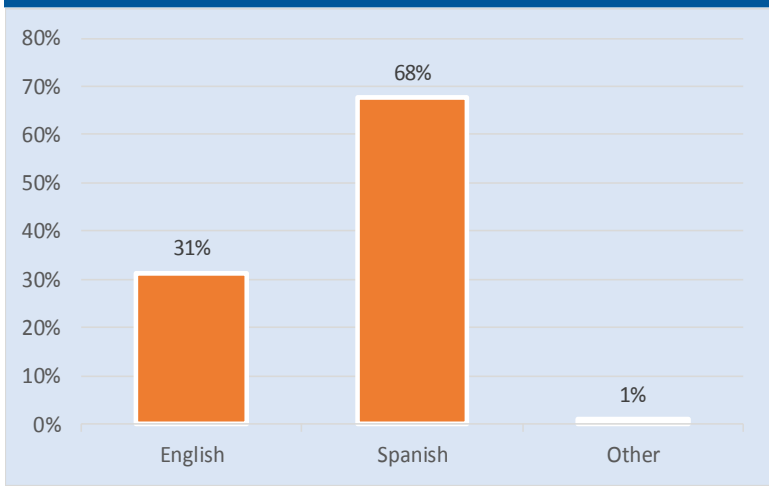
Date: October 2017

This map is made available for reference purposes only and should not be substituted for a survey product. The City of Houston will not accept liability of any kind in conjunction with its use.



**PLANNING & DEVELOPMENT DEPARTMENT**

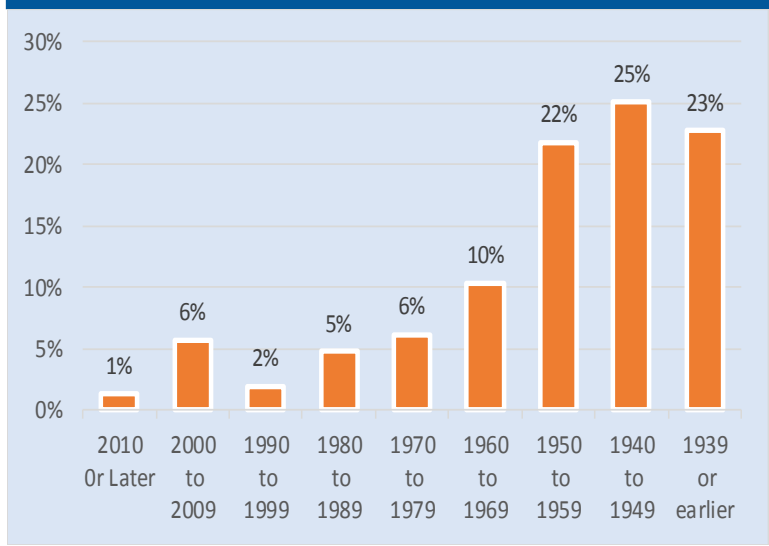
### Language Spoken at Home



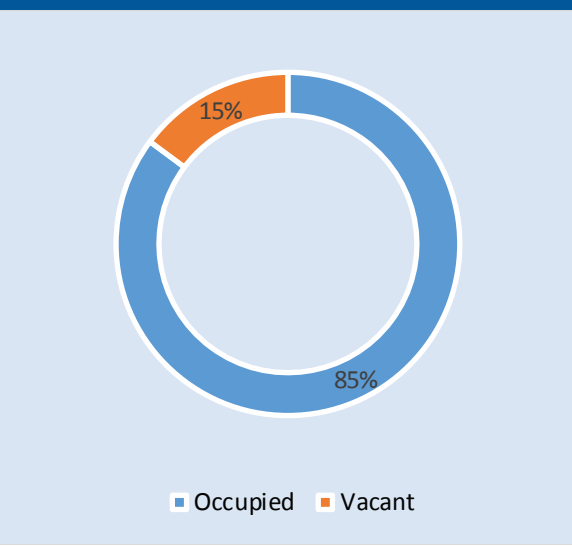
### Employment Status



### Housing Units by Year Built



### Housing Occupancy



Source: U.S. Census Bureau, 2000 American Community Survey, 2011-2015 Estimates



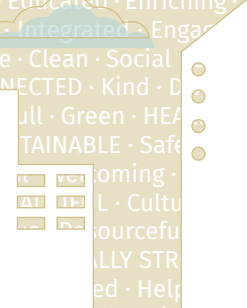
**PLANNING & DEVELOPMENT DEPARTMENT**



# NEAR NORTHSIDE COMPLETE COMMUNITIES ACTION PLAN



Mayor Sylvester Turner  
City of Houston  
Planning and Development Department  
July 2018



## **Mayor**

Sylvester Turner  
Mayor Pro-Tem Ellen Cohen  
Vice Mayor Pro-Tem Jerry Davis

## **City Council and Controller**

Brenda Stardig, District A  
Jerry Davis, District B  
Ellen Cohen, District C  
Dwight Boykins, District D  
Dave Martin, District E  
Steve Le, District F  
Greg Travis, District G  
Karla Cisneros, District H  
Robert Gallegos, District I  
Mike Laster, District J  
Martha Castex-Tatum, District K  
Mike Knox, At-Large 1  
David Robinson, At-Large 2  
Michael Kubosh, At-Large 3  
Amanda Edwards, At-Large 4  
Jack Christie, At-Large 5  
  
Chris Brown, City Controller

## **Planning and Development Department**

Patrick Walsh, P.E., Director  
Margaret Wallace Brown, Deputy Director  
Jennifer Ostlind, Deputy Assistant Director and Program Director  
Nicole Smothers, Division Manager  
Lynn Henson, Program Manager  
Christopher Andrews, Near Northside Lead Planner  
Davonte Caldwell, Near Northside Planner  
Diana DuCroz, Near Northside Planner

## **Community Design Resource Center**

Susan Rogers, Director  
Adelle Main, Assistant Director  
Barbara Blanco, Design Strategist  
Angelica Lastra, Jose Mario Lopez, Pooja Shetty, Assistants

## An Equitable Houston That Works For Everyone

For Houston to be truly great, we cannot be two cities in one: one of haves, and one of have-nots. All of Houston's neighborhoods should be vibrant communities of opportunity.

That's why on April 17, 2017, I announced the creation of Houston's Complete Communities program, and selected Acres Home, Gulfton, Second Ward, Near Northside and Third Ward as the first Complete Communities neighborhoods. These five neighborhoods – and frankly, too many others in Houston – have been ignored for far too long. The significant challenges facing these neighborhoods can only be solved through a focused, community-led effort like Complete Communities, with the City acting as a committed neighborhood partner.

Every neighborhood is unique, but there are common elements we all look for in the place we live: a mix of quality and affordable home choices, job opportunities, and quality retail; good parks and schools; and reliable transportation options. We all deserve freedom from overgrown, weeded or abandoned lots, poor drainage, failing infrastructure, and crime. Each Houstonian should feel that his or her neighborhood matters, and that the private and public sectors support its growth and success.

To achieve this goal, City departments have been working closely with community members and outside partners to find solutions and achieve transformational change. We have listened to the community. This plan is the result of these conversations and the first step toward a new future for these neighborhoods.

The Complete Communities program will attract more partners and resources toward targeted areas in a focused way, enabling more livable communities. I

expect City departments to work alongside private and non-profit organizations, as well as local residents and businesses, to raise the bar in each neighborhood.

This is just the beginning. The five pilot communities have diverse demographic and physical characteristics, and a base level of community activism, making them ideal testing grounds for this new program. After we see real and sustainable change in these five areas, I am committed to turning to the next set of neighborhoods to create transformational change in them, too.

The Complete Communities program is the embodiment of my vision for a more equitable Houston. I am committed to rebuilding neighborhoods that have been underserved and under-resourced for decades. All Houstonians deserve to live in neighborhoods that support their dreams.

— Mayor Sylvester Turner







Moody Park Station, Red Line

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## What is a Complete Community?

### ***A sustainable community with . . .***

- Strong community partners
- Civic engagement
- Community buy in

### ***An affordable community with . . .***

- Diversity of income
- No concentrated poverty
- A strong base of homeowners
- Quality rental units
- Energy efficient homes

### ***A healthy community with . . .***

- A quality grocery store
- Access to quality health care
- Parks
- Urban gardens or farms

### ***A safe community with . . .***

- Low crime
- Low rates of automobile crashes
- No unsafe environmental hazards
- Safe places for residents to walk, run, bicycle, and recreate

### ***An economically strong community with . . .***

- Opportunities for upward mobility
- Quality and diverse retail
- Quality jobs within or easily accessible from the community
- Thriving small businesses
- Strong city tax revenues to pay for municipal services

### ***A community with quality schools including . . .***

- Highly rated elementary, middle and high schools
- Easy access to high quality and affordable early childcare
- Access to quality vocational schools, community colleges

### ***A community with good infrastructure including . . .***

- Complete streets including sidewalks, bike paths, and accessible transit stops
- Utility infrastructure
- Proper lighting

### ***A connected community with . . .***

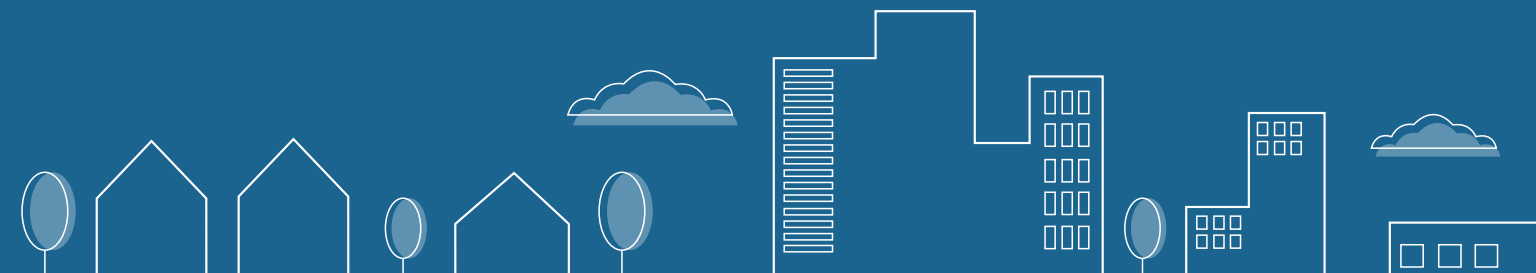
- Access to broadband internet connectivity
- Quality public transit or other affordable transportation options
- Good roads connecting to other major job centers and central business districts
- Strong community organizations that connect residents with each other and to others throughout the city

### ***A beautiful and interesting community with . . .***

- Street trees
- Public art
- Public spaces
- Preservation of historic neighborhoods

### ***A resilient community with . . .***

- Flood protection
- Good drainage
- Community and public services



# COMPLETE COMMUNITIES

In April of 2017, Mayor Sylvester Turner announced the kick-off of the Complete Communities initiative. Mayor Turner noted:

*Complete Communities is about improving neighborhoods so that all of Houston's residents and business owners can have access to quality services and amenities. It's about working closely with the residents of communities that haven't reached their full potential, understanding their strengths and opportunities, and collaborating with partners across the city to strengthen them. While working to improve these communities, we are also working to ensure existing residents can stay in homes that remain affordable.*

The Complete Communities initiative was established to be collaborative, impactful, and transformative. The initiative has been guided by an Advisory Committee that met for the first time in January of 2017, and that has continued to meet regularly. The committee is comprised of 26 community leaders and advocates with a balanced perspective ranging from city-wide to neighborhood specific knowledge and engagement. The committee serves as a sounding board whose members are ambassadors for the effort and who have provided connections to residents and businesses in the selected neighborhoods. With support from the Complete Communities Advisory Committee a working definition of a complete community was established to identify the qualities that lead to a thriving neighborhood (see opposite page, left).

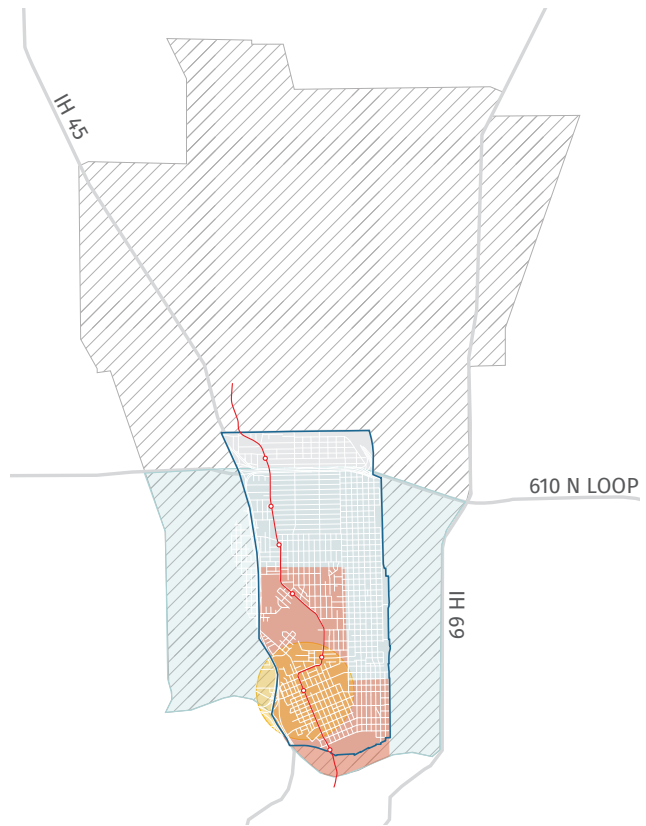
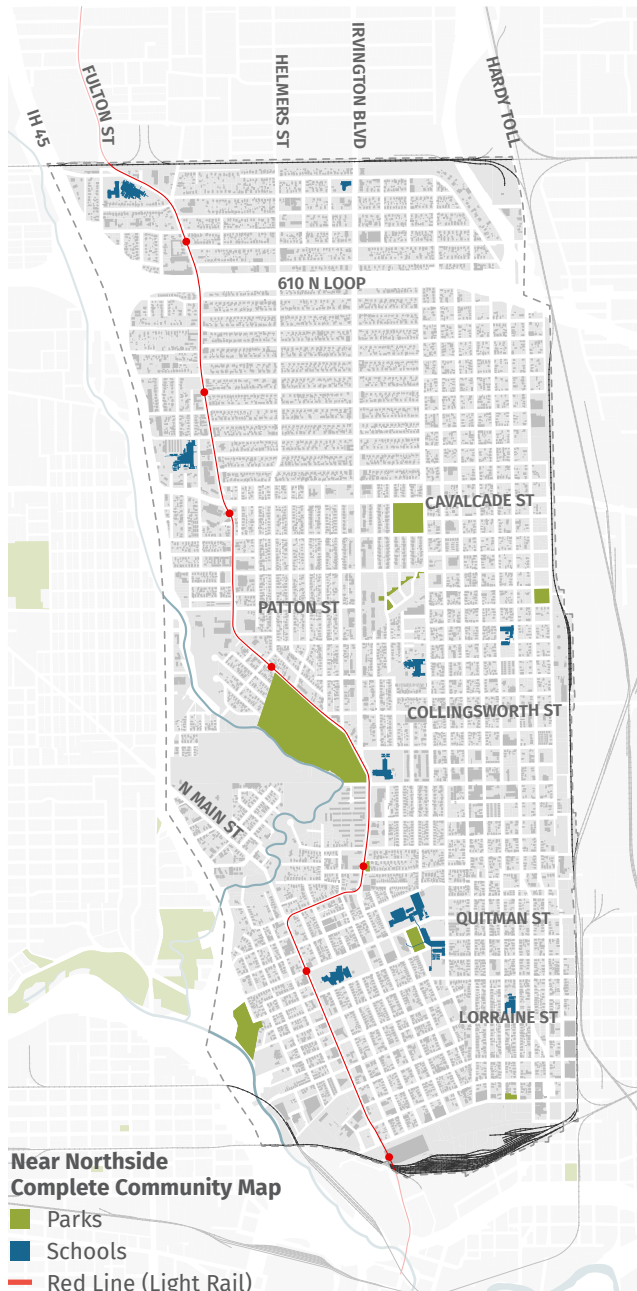
The five Houston neighborhoods selected to participate in the pilot initiative—Acres Home, Gulfton, Near Northside, Second Ward, and Third Ward—have

very different strengths and challenges. As a result, stakeholders in each neighborhood developed a vision that represented their ideal of a complete community. This shared vision has guided the effort in each community.

Across the five neighborhoods 3,500 people shared their insights, values, and visions. More than 2,300 participants attended one of the fourteen public meetings, and nearly 1,200 leaders representing faith-based organizations, business owners, non-profit and community-based organizations, and civic, educational and institutional leaders attended one of hundreds of listening sessions with community planners. A Neighborhood Support Team, comprised of locally identified leaders, residents and allies, has guided each Complete Community effort.

Commitment to the Complete Communities initiative is far reaching. Over the last year the City has provided support through a team of dedicated staff across City departments, this support will continue. One-on-one meetings were held with over two-dozen City departments to present community-identified priorities and projects and establish mechanisms for implementation. In the coming years, the City and its staff will continue to work side-by-side with community leaders and allies to realize the vision for a complete community in each of the five neighborhoods.

After a year of engagement and collaboration with thousands of stakeholders, we have summarized what we heard in each of the five Complete Communities in an Action Plan. The Near Northside Action Plan outlines the vision, policies, goals and projects to realize a healthier, more resilient, prosperous, equitable, and complete future. This is the Near Northside's Plan.



**Map of Existing Plans and Studies**

- Near Northside Complete Community Action Plan
- Near Northside Quality of Life Agreement
- Northside Livable Centers Study
- Greater Northside Pedestrian Transit Access Master Plan
- City of Houston Heights-Northside Mobility Study
- Healthy Living Matters



# EXECUTIVE SUMMARY

## INTRODUCTION

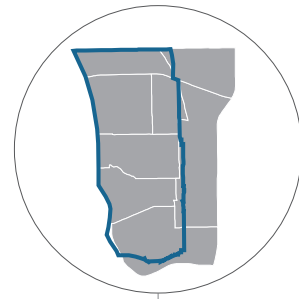
The Near Northside Complete Communities Action Plan outlines the vision, policies, goals, and projects that have been identified through a community planning process to move the neighborhood towards a healthier, more prosperous, resilient, and equitable future.

The Near Northside Action Plan is based on the most recent plans and studies for the neighborhood (see map, opposite page left), and includes newly developed projects, actions, priorities, and partners. Prior Near Northside plans include those led by Avenue and the Greater Northside Management District. Specifically, recent plans include the Near Northside Quality of Life Agreement, Northside Livable Centers Study, Greater Northside Pedestrian Transit Access Master Plan, City of Houston Heights-Northside Mobility Study, and the Healthy Living Matters report.

In addition, the City of Houston has recently completed a number of citywide planning efforts. The broadest of these is Plan Houston, the City's first general plan completed in 2015. Plan Houston outlines a vision for Houston's future and strategies to realize it. Out of Plan Houston's 32 citywide goals, Near Northside identified the following as priorities: nurturing a safe and secure neighborhood; access to parks and public spaces; an attractive, healthy and walkable neighborhood; and, affordable housing.

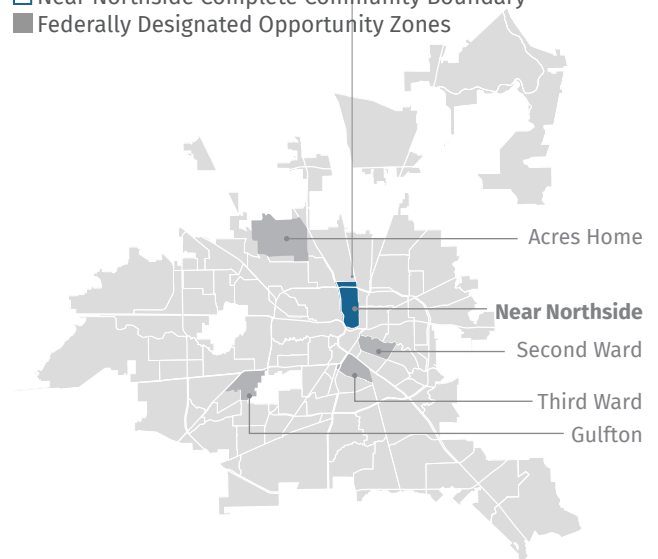
Other citywide planning efforts that shape decision-making and public investment include the annual Capital Improvement Plan, which outlines infrastructure priorities, the Houston Parks and Recreation Department's 2015 Parks Master Plan, and the Houston Bike Plan, adopted in 2017.

The Near Northside Complete Community is a State designated Opportunity Zone, a new community development program established by Congress in the Tax Cuts and Jobs Act of 2017 to encourage long-term investments in low-income urban and rural communities.



## Map of Opportunity Zones

- Near Northside Complete Community Boundary
- Federally Designated Opportunity Zones



## Map of Complete Communities



9 Advisory Committee Meetings

30 Community Outreach Meetings and Listening Sessions  
140 Participants

5 Existing Plans and Studies Summarized

2 Community Meetings  
260 Participants

3 Neighborhood Support Team Meetings

Complete Communities Timeline

January 2017

February

March

April

May

June

July

August

### COMPLETE COMMUNITIES PLANNING PROCESS

Each Complete Community is different. Some have engaged in substantial planning efforts, while others have not had plans developed for decades. As a result, the City designed and implemented individualized planning processes that align with each community's current position.

Every Complete Community effort began by conducting outreach and small group meetings with key leaders and stakeholders. Meetings in the Near Northside were held with faith leaders, non-profit organizations, community-based organizations, business owners, and other civic, educational, and institutional leaders. Overall, 140 people were reached through this effort.

Following the outreach effort, a series of public meetings were held in each Complete Community to accomplish the following objectives: establish a vision; develop goals and projects; identify priorities and partners; and, review the final Action Plan. In communities, such as the Near Northside, where substantial planning has already occurred, two public meetings were held. The first meeting focused on reviewing the existing goals and projects, filling any

gaps, and identifying new opportunities and partners. The second, and final meeting, was to review the final Action Plan. 260 people attended these meetings and provided valuable feedback. The result is that the Near Northside Action Plan builds on prior planning efforts and encompasses new goals and projects identified through these public meetings. In addition, the Action Plan aligns clear implementation strategies, priorities, policies, timeframes, partners, and metrics to measure success based on both the prior plans and new input.

The Action Plan has also been informed by one-on-one meetings with City department decision-makers. At these meetings, community-identified projects and priorities were presented, and mechanisms to achieve implementation were identified.

Throughout the process, the Complete Communities initiative has been guided by the Neighborhood Support Team (NST) which met three times to provide their insight and suggestions. The Neighborhood Support Team will work alongside existing community organizations and teams to oversee implementation and work directly with City staff to ensure progress is made and established benchmarks achieved.



### Complete Communities Outreach

COMMUNITY OUTREACH

SUMMARY OF EXISTING PLANS

COMMUNITY MEETINGS

NEIGHBORHOOD SUPPORT TEAM MEETINGS

IMPLEMENTATION

COUNCIL REVIEW

September

October

November

December

January 2018

February

March

April

May

### NEAR NORTHSIDE COMMUNITY

The Near Northside, located just north of downtown Houston, is one of the City’s historic neighborhoods. The neighborhood is generally bounded by I-10 to the south, I-45 to the west, and Hardy Street to the east, while extending a number of blocks north of I-610 to the Burlington Northern railroad.

The Near Northside saw its first development in the late 1800s with the growth of the city’s railroad industry. The Hardy Rail Yards, which once defined the southern edge of the community, drew residential and commercial development to the area. The Near Northside is still home to a variety of small, locally owned businesses, many Victorian style homes, and a variety of social service and healthcare agencies.

In 2015, the Near Northside was home to over 27,000 people, the majority of whom were Hispanic or Latino. The neighborhood is serviced by METRORail’s Red Line, extending along two major commercial arteries: North Main and Fulton Street. Moody Park is an important gathering place in the community, along with Northside High School (formally Jefferson Davis High School). The southern part of the neighborhood is anchored by Marshall Middle School, Castillo Park and Carnegie Library. The annual Sabor del Northside

festival is held at Castillo Park and brings together residents, businesses, schools, and community organizations in the Near Northside neighborhood in celebration of its vibrant culture.

In the past decade, with the expansion of the light rail and proximity to downtown, the Near Northside has become attractive to developers and new residents. The result has been rising property values and new development that many existing residents cannot afford. Community-based efforts to protect the character of the neighborhood and build additional affordable housing are having a positive impact, and are planned to continue into the future. At the same time, safety has emerged as a primary concern, particularly for the young and the old, and new coalitions, such as Safe Walk Home, have been established to address this challenge.

The Near Northside Complete Communities Action Plan works to build on neighborhood assets and opportunities—such as active civic engagement, the diverse collection of organizations working to spark change in the neighborhood, a variety of affordable housing developments, the University of Houston-Downtown, and the METRO Red Line—while also working to address new challenges.

The Near Northside Complete Community Action Plan establishes a set of actionable projects, policies and programs that will result in a complete community, where everyone has the opportunity to thrive.

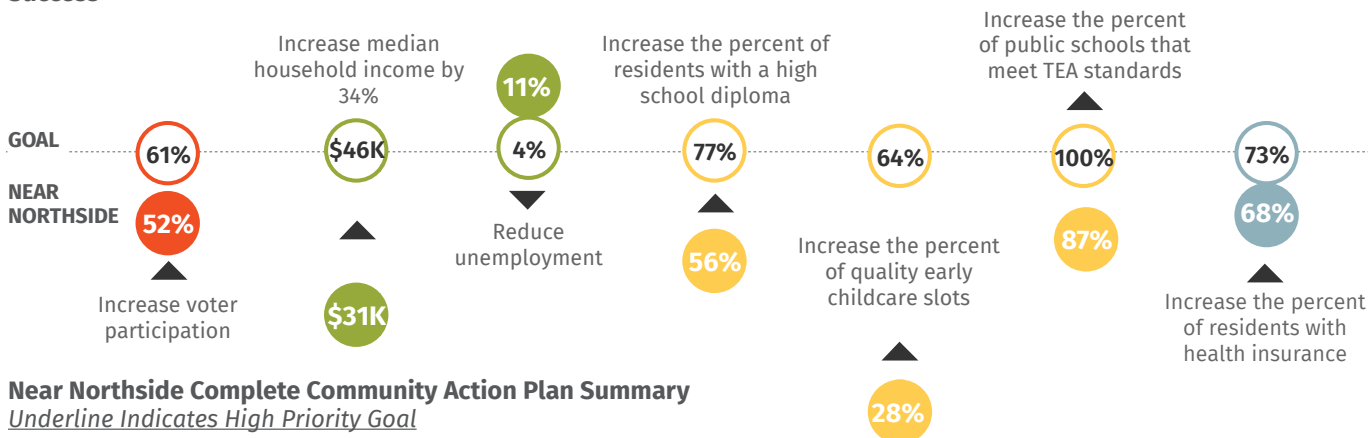
A summary of the Action Plan, including the key focus areas and goals, is provided on the following pages. The highest priorities in the community are safety, infrastructure improvements, parks, affordable housing, and economic development. Additional focus areas include education, health, neighborhood character, and civic engagement.



Complete Community Meeting



## Complete Community Metrics to Measure Success



### Near Northside Complete Community Action Plan Summary

*Underline Indicates High Priority Goal*

#### CIVIC ENGAGEMENT

A complete community is an engaged community where people work together through advocacy, shared leadership, and collaboration. The goals are:

- **Nurture Community Leaders** by providing leadership training and expanding opportunities for youth
- **Increase Civic Engagement** by increasing voter registration and strengthening area civic clubs and organizations
- **Expand Neighborhood Advocacy** by developing an annual advocacy agenda, staying informed on projects impacting the neighborhood, and advocating for Super Neighborhood Council funding

#### ECONOMY and JOBS

A complete community is a thriving community with strong local businesses, economic investment, and employment and training opportunities. The goals are:

- **Expand Workforce Development Opportunities** by increasing career development and placement programs and connecting youth to summer employment opportunities
- **Attract New Economic Development** by identifying new businesses and establishing economic development incentives
- **Grow Local Businesses** by increasing access to grants and loans, developing a “shop local” campaign, creating a neighborhood guide, and implementing a facade improvement program

#### EDUCATION

A complete community is a learning community with high quality schools, early childcare, out of school enrichment programs, and engaged parents. The goals are:

- **Nurture Parents and Lifelong Learning** by providing leadership skills, training and resources,

and supporting parents continuing education

- **Expand Opportunities for Out of School Enrichment** by increasing the capacity of local programs to provide out of school academic, enrichment, and art programs for children and youth
- **Expand Enrollment and Access to Early Childhood Education** by working with partners to increase both the quality and affordability of early childcare
- **Increase Educational Success** by working in partnership with area schools and connecting students to college and career readiness programs

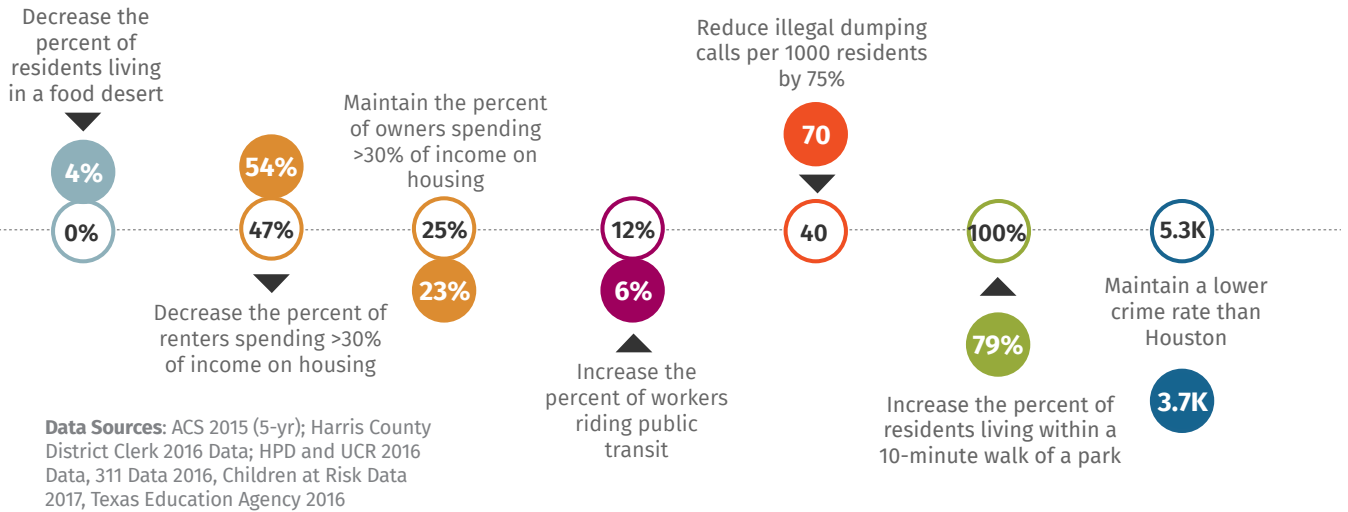
#### HEALTH

A complete community is a healthy community with access to nutritious food, healthcare, and active living. The goals are:

- **Expand Access to Healthy Food** by advocating for schools to provide healthier lunch options, addressing food insecurity through farmers markets and gardening, and providing additional opportunities to enroll in the Supplemental Nutrition Assistance Program (SNAP)
- **Promote Opportunities for Active Living** by expanding walking and biking options and supporting active living events such as the Tour de Northside
- **Improve Access to Health Services** by expanding enrollment in affordable health insurance and health services, providing additional mental health services, and expanding outreach and preventative care

#### HOUSING

A complete community is an affordable community with high quality housing accessible to people with a diversity of incomes, where existing residents are



protected from displacement, and homes are repaired and preserved. The goals are:

- **Renovate Existing Housing** through the Rebuilding Northside Together home repair program, establishing a low-interest home improvement loan fund, acquiring existing housing for repair and resale, and exploring strategies to improve Irvinton and Fulton Villages
- **Build New Housing** that meets the needs of people with a diversity of incomes, including single-family infill housing, new affordable multi-family housing, and transit-oriented development projects
- **Grow and Secure Homeownership** by expanding homebuyer and homeowner education and counseling and down payment assistance for new homeowners

### MOBILITY AND INFRASTRUCTURE

A complete community is a connected and resilient community with high quality public transit, walkable streets, bike amenities, and good infrastructure. The goals are:

- **Build Great Streets** by improving area streets and prioritizing streetscape enhancements
- **Improve Neighborhood Mobility** by expanding sidewalks and crossings, improving streetlighting, and increasing public transit ridership
- **Expand Bike Lanes and Facilities** by building additional bike routes and trails and providing new bike amenities

### NEIGHBORHOOD CHARACTER

A complete community is a beautiful community with historic neighborhoods, public art, and festivals and events that celebrate culture. The goals are:

- **Protect the Character of the Neighborhood** by fighting illegal dumping, nuisances and blight, adopting minimum lot size restrictions, and

expanding area historic districts and landmarks

- **Create a Place for Art** by developing a public art plan, installing new public art projects, and attracting a new cultural center
- **Celebrate the Community** by supporting neighborhood festivals and events and expanding art and cultural experiences for residents

### PARKS and COMMUNITY AMENITIES

A complete community is a sustainable community with high quality parks and community amenities. The goals are:

- **Develop New Parks and Green Spaces** by identifying vacant or under-utilized property for new parks and extending green spaces along White Oak Bayou
- **Expand and Improve Existing Parks and Public Spaces** by working with partners to identify needed improvements at Castillo, Irvington and Moody Parks

### SAFETY

A complete community is a safe community where strong partnerships are formed between the community and law enforcement, everyone feels secure, and pets are healthy and safe. The goals are:

- **Create Safe Places** by addressing civility issues, advocating for safe policies, and utilizing crime prevention through environmental design principles
- **Develop Strong Partnerships with Law Enforcement** to address crime and safety, including participating in the Positive Interaction Program
- **Support Safe Environments for Pets** by expanding spay and neuter programs and working with partners to reduce the number of stray animals through education and outreach




## Key to Abbreviated Organizations

Many City departments and organizations will assist in implementing the projects identified in this Action Plan, while other organizations have been identified as potential partners. Below is a key to the organizations that are abbreviated:

### City, School, and Government Departments:

Administration and Regulatory Affairs, **ARA**  
Bureau of Animal Control and Regulation, **BARC**  
Department of Housing and Urban Development, **HUD**  
Department of Neighborhoods, **DON**  
Differential Response Team (HPD), **DRT**  
Economic Development Department, **EDD**  
General Services Division, **GSD**  
Greater Northside Management District, **GNMD**  
Harris County Appraisal District, **HCAD**  
Harris County Flood Control District, **HCFC**  
Housing and Community Development Department, **HCDD**  
Houston Community College, **HCC**  
Houston Fire Department, **HFD**  
Houston Health Department, **HHD**  
Houston Housing Authority, **HAA**  
Houston Independent School District, **HISD**  
Houston Parks and Recreation Department, **HPARD**  
Houston Police Department, **HPD**  
Houston Public Library, **HPL**  
Houston Public Works, **HPW**  
Land Assemblage Redevelopment Authority, **LARA**  
Mayor's Office of Cultural Affairs, **MOCA**  
Mayor's Office of Education, **MOE**  
Mayor's Office of Innovation, **MOI**  
Mayor's Office for People with Disabilities, **MOPD**  
National Endowment for the Arts, **NEA**  
Office of Business Opportunity, **OBO**  
Planning and Development Department, **PDD**  
Positive Interaction Program (HPD), **PIP**  
Small Business Administration, **SBA**  
Solid Waste Department, **SWD**  
Texas Department of Transportation, **TxDOT**  
University of Houston Downtown, **UHD**

## Key to Priority Graphic

-  High Priority
-  Medium Priority
-  Low Priority

### Partner Organizations and Other Abbreviations:

Communities in Schools, **CIS**  
Community Development Block Grant, **CDBG**  
Community Supported Agriculture, **CSA**  
Crime Prevention Through Environmental Design, **CPTED**  
Financial Opportunity Center, **FOC**  
Healthy Living Matters, **HLM**  
Houston Arts Alliance, **HAA**  
Houston Parks Board, **HPB**  
Local Initiatives Support Corporation, **LISC**  
Neighborhood Support Team, **NST**  
Northside High School, **NSHS**  
Super Neighborhood Council, **SNC**  
Supplemental Nutrition Assistance Program, **SNAP**  
Theater Under the Stars, **TUTS**

# NEAR NORTHSIDE ACTION PLAN

The Near Northside Action Plan identifies 27 goals and 72 projects, organized into nine focus areas, to work towards a Complete Community. The highest priority focus areas in the Near Northside are: safety; infrastructure; parks; economic development; and, housing. Additional focus areas include: education; health; neighborhood character; and, civic engagement. The Action Plan that follows was developed through public meetings and a summary of the existing community plans. The Action Plan includes goals, projects, priorities, timeframes, metrics to measure success over the next five years, and potential partners and programs.

The projects and action steps identified in this plan will be championed by the Near Northside Neighborhood Support Team (NST) in coordination with existing community leadership teams, the City and the Planning and Development Department. The City departments and agencies listed as leads in this plan will provide support and leadership to the NST to move projects forward to implementation. The NST will work closely with existing community organizations and teams, and City departments to further implement the plan.



Moody Park Festival



# CIVIC ENGAGEMENT

## Introduction

Civic engagement strengthens a neighborhood’s social cohesion and is fundamental to creating a complete community. Social cohesion is defined as the willingness of community members to cooperate with each other in order to prosper, and has been identified as one of the key indicators of community and personal well-being, contributing to both health and economic prosperity. There are seven active civic clubs and organizations in the Near Northside, a Super Neighborhood Council, and numerous organizations, such as Avenue and the Greater Northside Management District, who work in partnership with civic leaders to spark positive change.

Since 2009, when the Near Northside was selected to become a Local Initiatives Support Corporation (LISC) GO Neighborhood, many new leaders have emerged and have dedicated their time and efforts to creating sustainable community-led change. Continuing to expand the capacity of civic leaders and organizations to engage, advocate, and shape the future of the neighborhood will help to create a complete community.

## Civic Engagement Goals

The three goals for civic engagement were compiled from existing Near Northside plans and a series of

community meetings. The goals focus on further nurturing community leaders, increasing civic engagement, and expanding neighborhood advocacy. The goals are summarized here and provided in more detail on the following pages. The civic engagement goals are:

### Nurture Community Leaders

A complete community is dependent on the capacity of area leaders to work together for positive change. Over the last decade Avenue and GO Neighborhoods have provided leadership training for youth, parents and families, and community residents—cultivating both new leaders and advocates. The goal to nurture community leaders will continue this trajectory. The most important part of this goal is to provide leadership training for area youth to help them build their skills and be active participants in creating positive change in the neighborhood. Youth leadership opportunities will be expanded through partnerships with area schools and community-based organizations, while additional shared leadership opportunities are also pursued.

### Increase Civic Engagement

Civic engagement enhances the quality of life in a community by motivating people to make a difference and advocating for neighborhood improvement.



Complete Community Meeting

**52%** Of Near Northside registered voters cast a ballot in the 2016 election

**61%** Of Harris County registered voters cast a ballot in the 2016 election

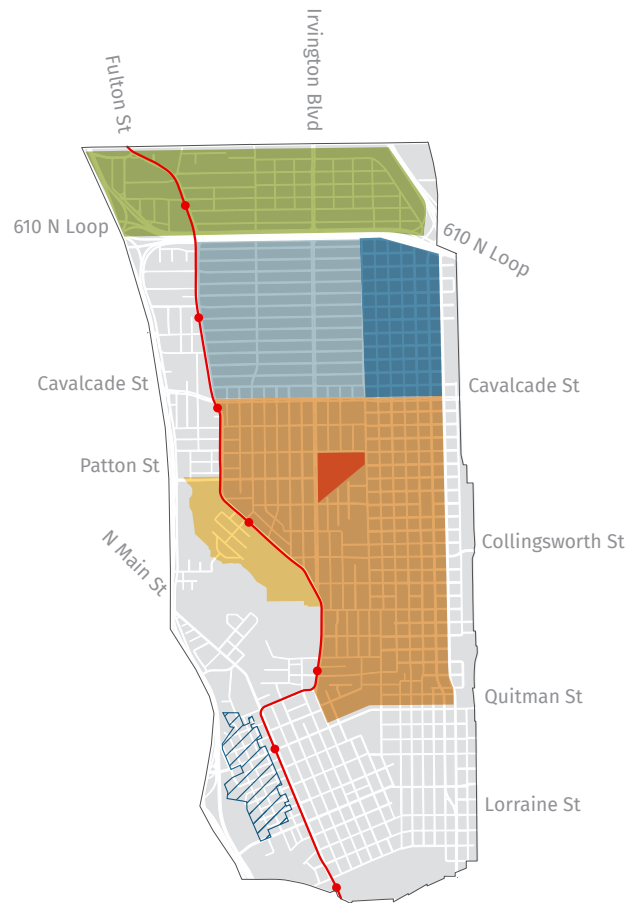
Data Sources: Harris County District Clerk, 2016; City of Houston Planning and Development Department

**A complete community is an engaged community** where people work together through advocacy, shared leadership, and collaboration

Civic engagement includes cultivating the necessary skills to engage with elected officials and candidates, increasing voter registration and participation, and supporting and growing the capacity of area civic organizations. The work completed to expand civic engagement has already had an impact. Between 2008 and 2016 the percent of residents voting in elections increased slightly from 49% to 52%. The objective is that by 2020 Near Northside voters will participate in elections equal to Harris County at 61%, or higher.

**Expand Neighborhood Advocacy**

Expanding neighborhood advocacy includes creating leadership programs and services, supporting civic institutions, developing partnerships, and changing public policies to strengthen the overall community. Expanding the capacity of leaders to be neighborhood advocates will ensure the overall success of this plan. To achieve this goal an annual advocacy agenda will be developed and shared with elected officials, and training and advocacy will be organized around both the North Houston Highway Improvement Project and recent SB4 legislation. Permanent funding for the Super Neighborhood Council will also be pursued to sustain this important civic organization, and ensure community-based decision making.












**Map of Active Civic Clubs**

- North Lindale Civic Association
- North Central Civic Association
- Silverdale Civic Club
- Lindale Park Civic Club
- Ryon Addition Action Association
- Avenue Place Civic Club
- ▨ Historic Near Northside Civic Club



**Complete Community Meeting**



GOAL	PROJECTS	PRIORITY
<b>Nurture Community Leaders</b>  <b>PLAN:</b> 	<b>Provide youth leadership training and a youth forum at Northside High School</b> ACTION STEPS: Partner with Northside High School student leaders to develop and implement youth leadership training; Identify funding and partner organizations	
	<b>Provide leadership training</b> ACTION STEPS: Identify partners and funding to continue shared leadership training; Take advantage of local and citywide leadership training opportunities	
<b>Increase Civic Engagement</b>  <b>PLAN:</b> 	<b>Engage with elected officials and candidates</b> ACTION STEPS: Host Near Northside election forums for candidates pursuing elected office; Develop candidate questionnaires and priorities	
	<b>Increase voter participation</b> ACTION STEPS: Provide voter registration events and voter education and information	
	<b>Support and grow area civic clubs</b> ACTION STEPS: Identify areas that currently do not have civic clubs and work with area leaders to develop civic organizations; Support existing civic clubs through small grants and leadership training	
<b>Expand Neighborhood Advocacy</b>  <b>PLAN:</b> 	<b>Develop an annual advocacy agenda</b> ACTION STEPS: Develop an annual advocacy agenda in collaboration with Near Northside stakeholders and leaders; Provide advocacy training; Actively engage elected officials and other agencies to forward this agenda	
	<b>Engage with the North Houston Highway Improvement Project</b> ACTION STEPS: Identify key leaders and stakeholders to advocate for the Near Northside and participate in meetings regarding the I-45 expansion project	
	<b>Advocate for citywide Super Neighborhood Council funding</b> ACTION STEPS: Explore the potential for Super Neighborhood Council funding to be distributed through Councilmember District Funds	
<b>Provide SB4 Training and Information</b> ACTION STEPS: Work with area schools and organizations to develop and implement SB4 training and information, to keep area residents informed; SB4 is immigration enforcement legislation that requires local governments and law enforcement agencies to enforce immigration policies		

**PLAN Legend:**

-  Complete Communities Action Plan
-  City of Houston Plans and CIP
-  Near Northside Quality of Life Agreement
-  Northside Livable Centers Study
-  Sector 17 Parks Plan
-  Greater Northside Pedestrian Transit Access Master Plan
-  METRO Transit Oriented Development
-  Healthy Living Matters NNS Recommendations

# CIVIC ENGAGEMENT

TIMEFRAME	METRICS TO MEASURE SUCCESS	PARTNERS	POTENTIAL PROGRAMS
Short (0 - 2 yrs)	<p><b>20</b></p> <p>Youth will enroll in leadership training annually</p>	<p><b>LEAD:</b> NSHS Student Government, SN Council</p> <p><b>SUPPORT:</b> LISC, Avenue</p>	DON Neighborhood Matching Grants, Stronger Region, Mayor's Youth Council (MYC), Mayor's Young Ambassadors Program (YA)
Short (0 - 2 yrs)		<p><b>LEAD:</b> LISC, Avenue</p> <p><b>SUPPORT:</b> DON</p>	LISC Training for Trainers, LISC Great Opportunities Neighborhoods, Stronger Region
Short (0 - 2 yrs)	<p><b>61%</b></p> <p>Of registered voters in the Near Northside will vote in the 2020 election, equal to Harris County in 2016</p> <p>Source: Harris County District Clerk</p>	<p><b>LEAD:</b> GO Leadership and Advocacy Committee, SN Council, Avenue</p>	
Short (0 - 2 yrs)		<p><b>LEAD:</b> Mi Familia Vota</p> <p><b>SUPPORT:</b> Avenue</p>	
Medium (2 - 5 yrs)		<p><b>LEAD:</b> SN Council, DON</p>	Neighborhood Matching Grants
Short (0 - 2 yrs)	<p><b>Annual</b></p> <p>Advocacy agenda is developed</p>	<p><b>LEAD:</b> Harris Country Public Health</p> <p><b>SUPPORT:</b> GO Leadership and Advocacy Committee, SN Council, Avenue</p>	
Short (0 - 2 yrs)		<p><b>LEAD:</b> Avenue, GNMD, SN Council</p> <p><b>SUPPORT:</b> TxDOT, LINK Houston</p>	
Short (0 - 2 yrs)		<p><b>LEAD:</b> SN Council</p>	Plan Houston
Short (0 - 2 yrs)		<p><b>LEAD:</b> DON, Office of New Americans</p> <p><b>SUPPORT:</b> HISD, Avenue, ONE Houston</p>	



# ECONOMY and JOBS

## Introduction

Expanding access to workforce development programs, attracting new economic development, and supporting area small businesses will strengthen Near Northside's local economy and provide local jobs. In 2015, the Near Northside study area was home to over 7,000 jobs, compared to over 11,000 workers aged 16 years and over. The number of jobs in zip code 77009 declined by 5.5% between 2014 and 2015. A key strategy is to reverse this trend by expanding access to both local and citywide jobs for area youth and adults.

## Economy and Jobs Goals

The three goals to expand the local economy and job opportunities focus on developing job-training opportunities, attracting new economic development, and promoting and growing local businesses. The economy and jobs goals are:

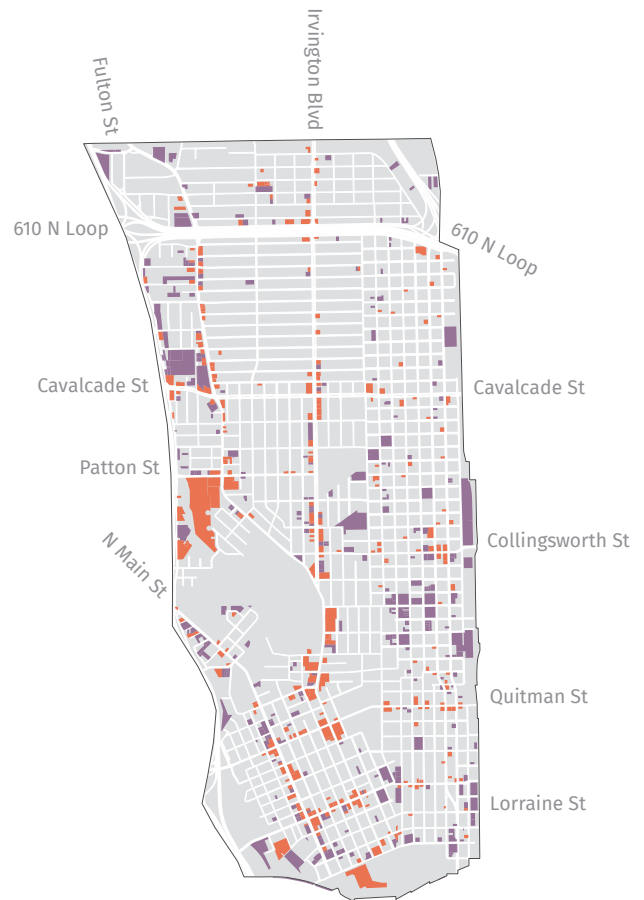
### Expand Workforce Development Opportunities

Providing well-paying jobs and opportunities for career development can increase family wealth and security, and lead to greater neighborhood stability. According to the 2015 American Community Survey, the unemployment rate in the Near Northside was 11%, significantly higher than the City overall.

Expanding access to community job training, career development, and placement programs will lead to greater economic stability. Leaders will work in partnership with city departments, HCC, Workforce Solutions, the Northside Chamber of Commerce and others to ensure residents have access to jobs in growing sectors of the economy. The goal is to reduce unemployment in the Near Northside to be equal to that of the city by 2023.

### Attract New Economic Development

The Near Northside has many small businesses that serve the needs of residents. However, a 2014 market



## Commercial and Industrial Land Uses

- Commercial
- Industrial

## Early Successes

The National Home Building Institute is offering a 10-week job training program for home building.

Facebook is providing digital skills training for small business owners.

The North Main Street corridor has been designated one of three pilot sites for the City of Houston's Walkable Places program.

**A complete community is a thriving community with strong local businesses, economic investment, and employment and training opportunities**

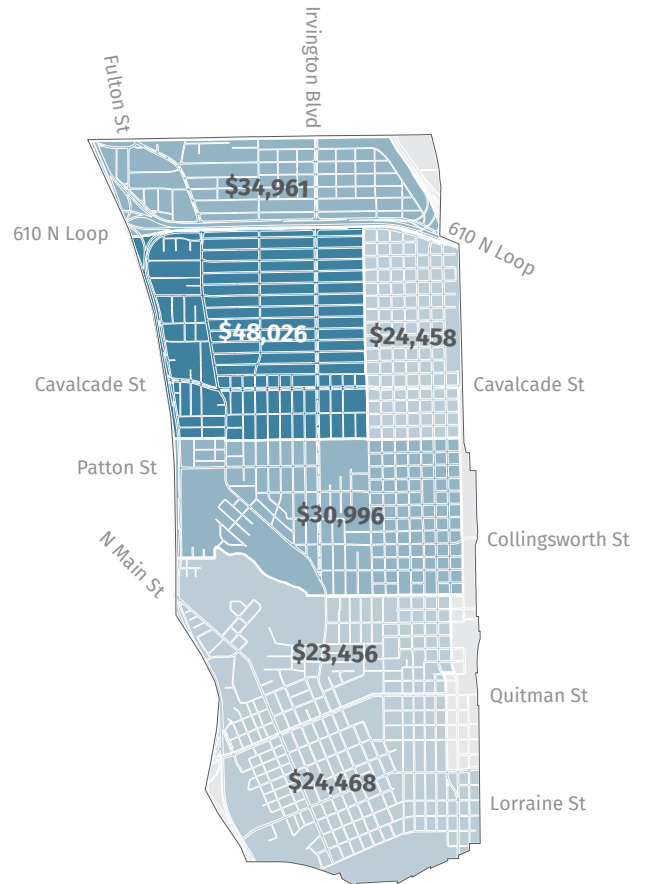
study identified the need for new businesses focused on general merchandise, clothing, health and personal care, in addition to a coffee shop and restaurants. The study also identified three focus areas for new economic development: Calvacade near Fulton; North Main adjacent to Boundary Station; and the Quitman Station area. Attracting a new grocery store, commercial kitchen, maker space and co-working space for emerging entrepreneurs were goals identified by stakeholders through the planning process.

New economic development in the Near Northside will grow area jobs, increase investment, and provide new amenities for residents. The objective is to attract a minimum of twenty new businesses to the neighborhood in five years by working in partnership with City departments to identify incentives, funding, and implementation strategies.

**Grow the Local Economy**

Local businesses are important economic engines. Small businesses provide opportunities for people to shop close to home and increase the wealth of business owners and their employees. Finally, at the most basic level, when you buy local more money stays in the community. Overall, local small businesses promote economic, neighborhood, and community development—increasing family income and wealth, health, and neighborhood stability.

Area small businesses attracted 360 small business loans in 2015, totaling over \$10 million. By ensuring local businesses have access to grants, loans, and mentoring opportunities, while also creating a “shop local” campaign, a neighborhood shopping guide, and continuing the facade improvement program, small businesses in the Near Northside will continue to grow. The objective is to secure \$15 million in annual small business loans by 2023.











**Median Household Income by Tract, 2015**

**11%** Unemployment Rate in Near Northside, 2015

**4%** Unemployment Rate in Houston, 2018

Data Sources: ACS 2015 (5-yr); Longitudinal Employer Household Dynamics, 2014 and 2015; SBA Loans 2015; Bureau of Labor Statistics 2018



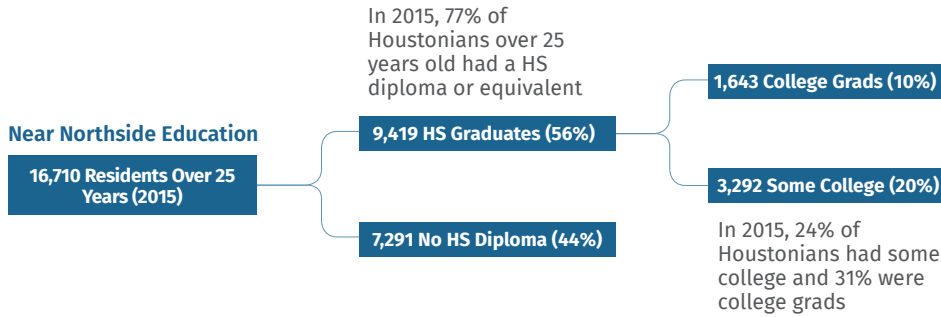
GOAL	PROJECTS	PRIORITY
<b>Expand Workforce Development Opportunities</b>	<b>Expand community job-training, career development, and placement programs to prepare residents for, and employ them in, growing sectors of the economy</b> ACTION STEPS: Survey residents to identify skill training and continuing education needs; Advocate for HCC and Workforce Solutions to open satellite offices in the Near Northside; Work in partnership with the Northside Chamber of Commerce to develop job training and workforce development programs; Expand enrollment in Wesley’s healthcare and child development workforce programs	
	<b>Connect youth to summer job opportunities</b> ACTION STEPS: Partner with Hire Houston Youth and DON Summer Youth Internship Program to enroll youth in summer jobs; Identify additional partnerships to expand opportunities for youth	
<b>Attract New Economic Development</b>	<b>Attract new businesses focused on neighborhood needs</b> ACTION STEPS: Develop a plan in partnership with City departments to attract new economic development to strategic locations, including Cavalcade near Fulton, North Main adjacent to Boundary Station and near Quitman Station; Work to attract a new grocery store, commercial kitchen, retail and restaurants, maker space and co-working space for emerging entrepreneurs	
	<b>Develop incentives for new businesses, including small business development grants and loans</b> ACTION STEPS: Work in partnership with HCDD to identify small business grant and loan programs and connect area entrepreneurs to these programs	
<b>Grow Local Businesses</b>	<b>Strengthen and grow existing businesses through access to grants, loans and mentoring</b> ACTION STEPS: Partner with the Small Business Association and the City of Houston to create a guide of business resources, including business loans and mentoring programs; Provide access to training and capacity building for contracting with the City and other government agencies	
	<b>Create a Near Northside “Neighborhood Guide”</b> ACTION STEPS: Work in partnership with the Northside Chamber of Commerce to develop a user-friendly guide, in both digital and print form, to highlight neighborhood businesses, opportunities, and amenities	
	<b>Develop a “shop local” and small business promotional campaign</b> ACTION STEPS: Work in partnership with the Northside Chamber of Commerce to create a “shop local” and promotional campaign	
<b>Facade improvement program</b> ACTION STEPS: Identify locations and funding opportunities to implement a facade improvement program, focus on the North Main corridor		

**PLAN Legend:**

-  Complete Communities Action Plan
-  City of Houston Plans and CIP
-  Near Northside Quality of Life Agreement
-  Northside Livable Centers Study
-  Sector 17 Parks Plan
-  Greater Northside Pedestrian Transit Access Master Plan
-  METRO Transit Oriented Development
-  Healthy Living Matters NNS Recommendations

# ECONOMY and JOBS

TIMEFRAME	METRICS TO MEASURE SUCCESS	PARTNERS	POTENTIAL PROGRAMS
Medium (2 - 5 yrs)	<p style="text-align: center;"><b>4</b></p> <p>Agencies will provide job training and placement programs in the Near Northside by 2023</p>	<p><b>LEAD:</b> OBO, Wesley Community Center, LISC, FOC, HPL, Project GRAD  <b>SUPPORT:</b> HCC, Workforce Solutions, Northside Chamber of Commerce, AARP, SER Jobs for Progress</p>	<p>National Home Building Institute, Open Job Labs at Carnegie Library, cafécollege, Upskill Houston Initiative, Bridges to Career Opportunities (LISC), Financial Opportunity Center (LISC), AARP Back to Work 50+, Senior Community Service Employment Program (SCSEP), Hire Houston First</p>
Short (0 - 2 yrs)		<p><b>LEAD:</b> MOE, DON  <b>SUPPORT:</b> HISD, Avenue, Greater Northside Workforce Coalition</p>	<p>Hire Houston Youth, DON Summer Youth Internship Program</p>
Long (5+ yrs)	<p style="text-align: center;"><b>20</b></p> <p>New businesses in the Near Northside by 2023</p>	<p><b>LEAD:</b> OBO, HCDD, Northside Chamber of Commerce, GNMD  <b>SUPPORT:</b> Avenue</p>	<p>Build Up Houston, Economic Development Loan Program, City of Houston Permitting Center, Maker Space and Co-Working Space Development</p>
Medium (2 - 5 yrs)		<p><b>LEAD:</b> HCDD, Avenue  <b>SUPPORT:</b> Northside Chamber of Commerce, GNMD</p>	<p>SBIR Grant, STTR Grant, STEP Grant, SBA/7A/S04/Express Loans, Women's Business Center, SCORE, Small Business Revolving Loan Fund, HBDI-Start-Up and Small Business Loans</p>
Medium (2 - 5 yrs)	<p style="text-align: center;"><b>\$15 mil</b></p> <p>In small business loans annually In 2015, 360 small business loans were granted, totaling \$10.2 million  <small>Source: 2015 SBA Loans</small></p>	<p><b>LEAD:</b> OBO, GNMD, SBA  <b>SUPPORT:</b> HPL, Northside Chamber of Commerce, Interagency Mentor-Protege Program</p>	<p>Interagency Mentor-Protege Program, Build Up Houston, Lifftoff Reloaded Classes at Carnegie Library, SCORE, SBA Small Business Loans, Procurement Technical Assistance Program, CDFI Fund, Economic Gardening</p>
Short (0 - 2 yrs)		<p><b>LEAD:</b> Northside Chamber of Commerce, GNMD  <b>SUPPORT:</b> SN Council</p>	
Medium (2 - 5 yrs)		<p><b>LEAD:</b> Northside Chamber of Commerce, GNMD</p>	
Medium (2 - 5 yrs)		<p><b>LEAD:</b> Avenue  <b>SUPPORT:</b> Area banks and financial institutions, GNMD</p>	<p>Small Business Loans provided by both area banks and SBA</p>



# EDUCATION

## Introduction

High quality educational opportunities that are available to people of all ages create a complete community. Over the last fifteen years the number of Near Northside residents over the age of 25 years with a high school diploma has risen steadily from 42% in 2000 to 56% in 2015. Yet, there is an ongoing gap between educational attainment in the Near Northside and greater Houston where in 2015, 77% of residents over 25 had a high school diploma. In 2015, nearly half of the Northside High School’s graduates went to college, but only 11% completed their degree after six years according to the Texas Education Agency. Overall, 10% of Near Northside residents have a college diploma, which is far below Houston’s average of 31%.

The Near Northside is home to eight public schools: Roosevelt, Jefferson, Looscan, Clemente Martinez, Ketelsen and Sherman Elementary Schools, Marshall Middle School and Northside High School. The neighborhood is also home to four private and charter schools: Brazos School for Inquiry and Creativity, Houston CAN Academy, Bayou Village School, and United Christian Academy. All but one area school, Looscan Elementary, met Texas Education Agency standards for the 2016-2017 academic year.

## Education Goals

The four education goals established for the Near Northside Complete Community were created from existing plans and a series of community meetings.

The goals focus on nurturing parents, expanding opportunities for out of school enrichment, increasing access to early childhood education, and improving area schools. The goals are summarized here and provided in more detail on the following pages. The education goals are:

### Nurture Parents and Lifelong Learning

Parent involvement in a child’s education can lead to success. Providing the resources and programs parents need to assist their children in school and prepare them for their future is key to creating a complete community. Partnerships with area schools and community organizations to provide leadership skills, training, and continuing education for parents will provide them with the tools they need to support their children in school.

### Expand Opportunities for Out of School Enrichment

After school and summer enrichment programs provide a supportive environment for students to learn and grow. The Near Northside is home to over 5,000 young people between the ages of 5 and 17. Yet, area summer programs have the capacity to serve fewer than 400. Expanding out of school programs, including those provided by Project GRAD and the Carnegie Library, will provide additional opportunities to enhance student success. The objective is to provide out of school programs for 800 youth by 2023.

### Expand Access to Quality Early Childhood Education

A child’s first years are a time of learning and



**56%** Of Near Northside residents over the age of 25 had a high school diploma in 2015

**77%** Of Houston residents over the age of 25 had a high school diploma in 2015

Data Sources: 2015 ACS (5-yr), 2010 Census, and 2000 Census, HCAD Public Data 2016



**A complete community is a learning community** with high quality schools, early childcare, out of school enrichment programs, and engaged parents

development. Quality early childcare and education programs positively impact a child’s school achievement and lead to the increased likelihood of graduation. Children at Risk reports that the Near Northside has 1,181 early childcare seats, of these 316 are subsidized and 331 are defined as “quality”, with 173 of these being Texas Rising Star certified. Over the next five years the objective is to increase the number of high quality early education slots by 300, including expanding the number of subsidized seats.

**Increase Educational Success**

The 2016 Texas Education Agency report provides STAAR performance ratings in math and reading for schools throughout Texas. Roosevelt, Ketelsen, and Sherman Elementary Schools performed better than the Houston Independent School District average on third grade STAAR tests in both reading and math. Jefferson, Looscan, and Martinez Elementary Schools fall below the HISD average. Good reading skills in the third grade is one of the strongest indicators of graduation.

Improving educational outcomes at area schools includes expanding wraparound services, increasing access to college and career readiness programs, and improving parent and community involvement. The objective is for all area public schools to meet Texas Education Agency standards by 2023.

**Early Successes**

The United Way, in partnership with the Mayor’s Office of Education, the Houston Endowment, and Harris County Department of Education launched the Out 2 Learn website, a directory of out of school programs for youth. Visit <http://out2learnhou.org/>.

The Houston Public Library has expanded youth programs at many Complete Communities libraries. Visit the Carnegie Neighborhood Library to learn more, <http://houstonlibrary.org/location/carnegie-neighborhood-library-and-center-learning>.



**Near Northside School Map**

- 1 Roosevelt Elementary School
- 2 Jefferson Elementary School
- 3 Looscan Elementary School
- 4 C. Martinez Elementary School
- 5 Ketelsen Elementary School
- 6 Sherman Elementary School
- 7 Marshall Middle School
- 8 Northside High School
- 9 United Christian Academy
- 10 Brazos School for Inquiry and Creativity
- 11 Bayou Village School
- 12 Houston CAN Academy

GOAL	PROJECTS	PRIORITY
<b>Nurture Parents and Lifelong Learning</b>  <b>PLAN:</b> 	<b>Provide leadership training, skills and resources for parents</b> ACTION STEPS: Expand leadership development programs for parents, including connecting parents to engagement programs provided by HISD; Create the “Civic Academy” to educate parents on the HISD system; Strengthen local PTAs and PTOs to ensure strong local schools; Support the Capital One Northside Education Coalition’s work on civic advocacy, offer Spanish translation to improve communication	●
	<b>Support parents continuing education</b> ACTION STEPS: Expand knowledge of and access to GED test preparation courses; Expand enrollment in GED testing; Expand knowledge of and access to adult workforce programs at Wesley Community Center, Castillo Center, HCC, HPL and other providers; Promote literacy through Little Free Libraries at area washaterias in partnership with HPL’s Groomed for Literacy Project	●
<b>Expand Opportunities for Out of School Enrichment</b>  <b>PLAN:</b> 	<b>Expand after school and summer programs for youth</b> ACTION STEPS: Promote the Out 2 Learn directory of out of school programs to area parents; Expand after school tutoring, enrichment programs, and arts; Expand participation in the FACE program at Marshall MS, part of 21st Century Community Learning Centers Initiative at HISD for after school or summer programs; Promote programs provided at the Carnegie Library and summer career exploration programs of Project GRAD	◐
<b>Expand Enrollment and Access to Quality Early Childhood Education</b>  <b>PLAN:</b> 	<b>Increase the number of high quality early education slots</b> ACTION STEPS: Create partnerships to recruit qualified teachers; Educate parents on the importance of quality early education; Support the neighborhood’s goal to increase the number of early education slots by 300, including additional childhood education centers; offer bilingual pre-k education, offer opportunities for early diagnosis of learning disabilities	◐
	<b>Increase the number of high quality early education subsidies</b> ACTION STEPS: Partner with workforce boards to increase parent stipends and incentivize Texas Rising Star certification; Identify additional subsidies to assist parents	○
<b>Increase Educational Success</b>  <b>PLAN:</b> 	<b>Improve educational outcomes at area schools</b> ACTION STEPS: Develop strategies to advocate for the allocation of school funds focused on equity; Recruit residents to volunteer and mentor at area schools; Work with HISD to expand community engagement; Support the provision of wraparound services at area schools in partnership with HISD, CIS and the Mayor’s Office of Education	○
	<b>Increase number of high school graduates who complete a certificate, vocational program, or 2-4 year college degree after six years</b> ACTION STEPS: Connect students to area programs, including Project GRAD programs and EMERGE-HISD which links high-performing students from underserved backgrounds to top-tier institutions; Organize trips to area colleges; Partner with Career Readiness programs at HISD to support students pursuing vocations and other alternatives to college	○

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  - METRO Transit Oriented Development
  - Healthy Living Matters NNS Recommendations

# EDUCATION

TIMEFRAME	METRICS TO MEASURE SUCCESS	PARTNERS	POTENTIAL PROGRAMS
Short (0 - 2 yrs)	<p><b>65%</b></p> <p>Of residents over the age of 25 years will have a high school diploma or equivalent by 2023 In 2015, 56% had a high school diploma or equivalent. Source: ACS 2015 (5-yr)</p>	<p><b>LEAD:</b> Capital One Northside Education Coalition, HISD, MOE <b>SUPPORT:</b> Avenue, Wesley Community Center, Leonel Castillo Center, BakerRipley</p>	
Medium (2 - 5 yrs)		<p><b>LEAD:</b> Capital One Northside Education Coalition, HISD, HCC, HPL <b>SUPPORT:</b> Wesley Community Center, Leonel Castillo Center, BakerRipley</p>	
Medium (2 - 5 yrs)	<p><b>800</b></p> <p>Youth will be served by area summer programs by 2023 Source: Out 2 Learn</p>	<p><b>LEAD:</b> Capital One Northside Education Coalition, HISD, MOE, Project GRAD <b>SUPPORT:</b> Avenue, Wesley, Leonel Castillo Center, BakerRipley, YMCA, HPL</p>	Out 2 Learn, cafécollege, Project GRAD College and Career Institute
Medium (2 - 5 yrs)		<p><b>LEAD:</b> Collaborative for Children, Capital One Northside Education Coalition, Wesley Community Center <b>SUPPORT:</b> HISD, MOE, YMCA, Philanthropic Organizations</p>	Texas Rising Star Program Head Start Program
Medium (2 - 5 yrs)	<p><b>300</b></p> <p>New early childhood education slots by 2023 Source: Collaborative for Children</p>	<p><b>LEAD:</b> Collaborative for Children, Capital One Northside Education Coalition, Wesley Community Center <b>SUPPORT:</b> HISD, MOE, YMCA, Philanthropic Organizations</p>	Workforce Solutions
Long (5 + yrs)		<p><b>LEAD:</b> Capital One Northside Education Coalition, CIS, HISD, MOE <b>SUPPORT:</b> Philanthropic Organizations, Residents</p>	HISD Every Community, Every School
Long (5 + yrs)	<p><b>100%</b></p> <p>Of area schools will meet Texas Education Agency Standards by 2023 In 2016, seven of the eight public schools met standards Source: Texas Education Agency, 2016</p>	<p><b>LEAD:</b> Capital One Northside Education Coalition, HISD, MOE, Project GRAD <b>SUPPORT:</b> UHD, Area Universities</p>	EMERGE HISD, Hire Houston Youth, cafécollege, Project GRAD College and Career Institute



# HEALTH

## Introduction

A complete community is a healthy community. Over the last several decades, health care costs have escalated and sedentary and unhealthy lifestyles have become more pervasive. Combined, these factors are putting at risk prior gains in longevity and health. A new emphasis on the relationship between where we live and our health is needed.

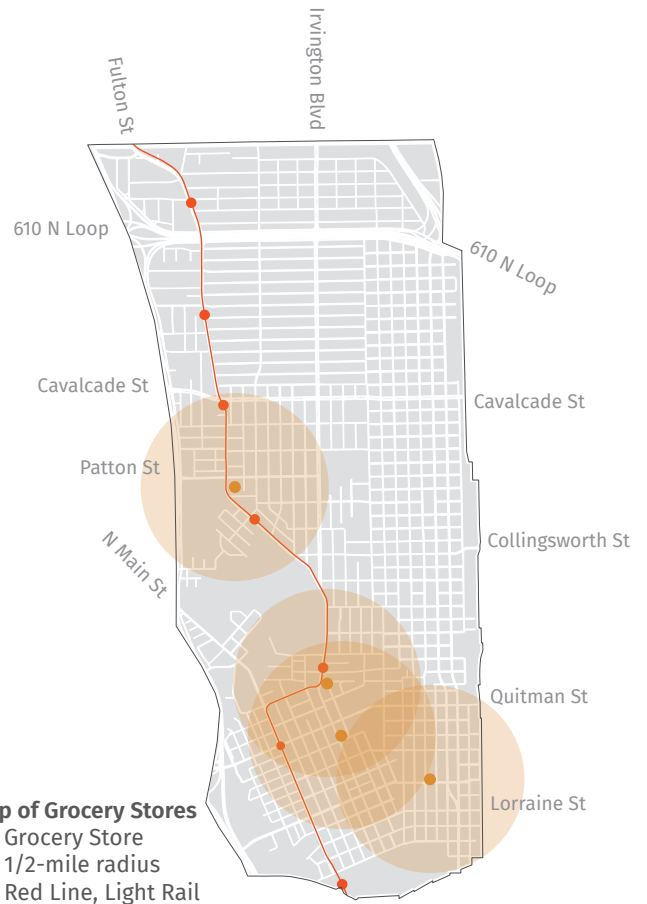
## Health Goals

The three goals for health focus on providing access to healthy foods, promoting opportunities for active living, and improving access to health services. The goals are summarized here and provided in more detail on the following pages. The health goals are:

### Expand Access to Healthy Food

Food insecurity impacts many families in the Houston area. The Houston Food Bank reports that one in four children live in food insecure homes. While the Near Northside is well served by grocery stores, many families still experience food insecurity. Overall, 38% of families in the Near Northside qualify to receive Supplemental Nutrition Assistance Program (SNAP) benefits, but only 20% receive this benefit.

Expanding access to healthy food includes advocating for schools to provide healthy lunch options and



Complete Community Meeting

**68%** Of Near Northside residents had health insurance in 2015

**73%** Of Houston residents had health insurance in 2015

Data Source: ACS 2015 (5-yr)

**A complete community is a healthy community with access to nutritious food, healthcare and active living**

partnering with the Houston Health Department and other non-profit organizations to offer cooking, nutrition, and gardening classes. Food insecurity can be addressed by bringing a farmers market, healthy corner stores, and additional Brighter Bites locations to the neighborhood, as well as increasing enrollment in SNAP. The objective is to ensure that healthy food is affordable and available to all Near Northside families.

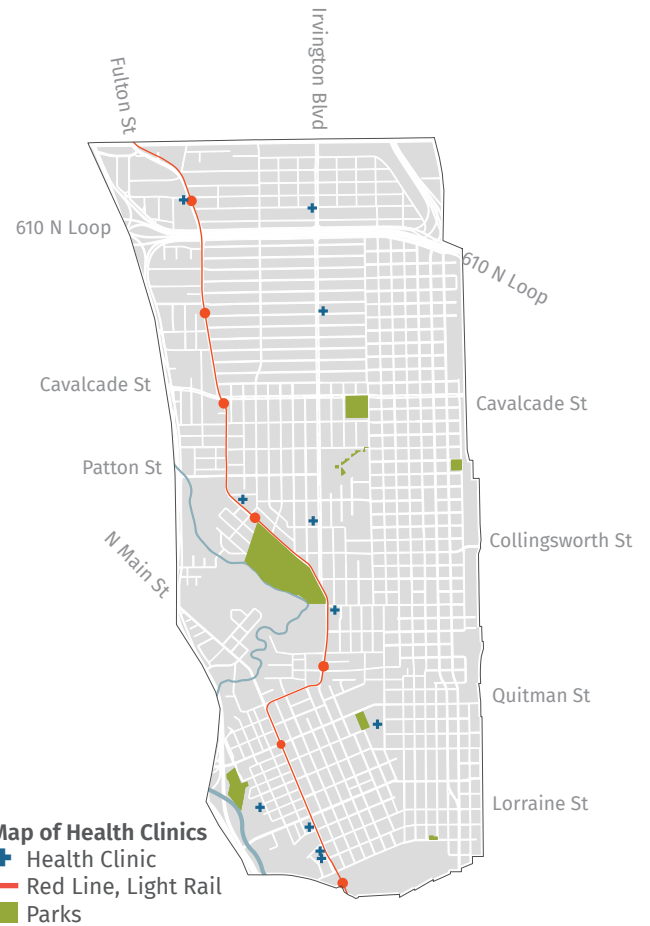
**Promote Opportunities for Active Living**

Today, one out of three children in the U.S. are overweight or obese. The Near Northside Healthy Living Matters Study found that “43% of students at Ketelsen Elementary had high-risk BMIs (body mass index) that placed them in the overweight or obese categories. This compares to 33% county-wide.”

Parks and safe places to walk or bike can help people lead active and healthy lives. Promoting events in the neighborhood, such as the Greater Northside Management District’s Tour de Northside and CIGNA Sunday Streets, that encourage biking or walking and improving neighborhood sidewalks and bike amenities will encourage active living and improve health. The objective is for 71% of residents to engage in regular physical activity by 2023.

**Improve Access to Health Services**

According to data provided through the American Community Survey, in 2009 only 40% of Near Northside residents had health insurance. By 2015, 68% of residents had health insurance. In the next five years, the goal is to increase access to insurance navigators and health services and resources across the community, including mental healthcare. The objective is to continue to expand the number of residents covered by affordable health insurance, ensuring that they are able to secure the care they need.



**61%** Of Near Northside adults exercised regularly in 2013-2014

**71%** Of Houston adults exercised regularly in 2013-2014

Data Source: Complete Community Health Profile, Near Northside 2017, Houston Health Department

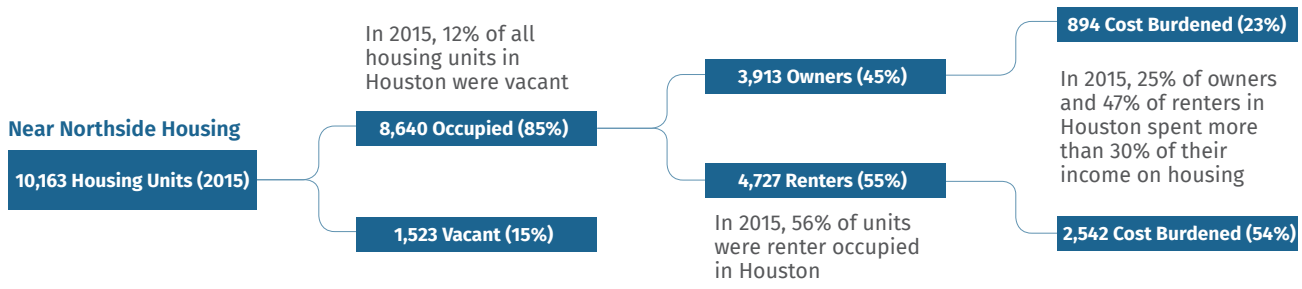


GOAL	PROJECTS	PRIORITY
	<p><b>Increase food security by expanding area farmers markets, healthy corner stores, and Brighter Bites</b>            ACTION STEPS: Partner with Brighter Bites, Can DO, and other area organizations, such as Urban Harvest, to expand access to healthy food inside of the neighborhood</p>	
	<p><b>Offer cooking, nutrition and gardening education classes</b>            ACTION STEPS: Partner with the Houston Health Department (HHD) or other organizations for nutrition classes, fitness, and diabetes self-management education (DAWN); Partner with the YMCA and HHD to offer community gardening classes</p>	
<b>Expand Access to Healthy Food</b>	<p><b>Advocate for schools to expand healthy food options</b>            ACTION STEPS: Adopt healthy food and healthy vending policies in schools and public facilities; Secure grant funding for implementation</p>	
	<p><b>Develop a Community Supported Agriculture (CSA) program or a Food Co-Op</b>            ACTION STEPS: Identify partners and strategies; Select a location and establish a Co-Op or CSA</p>	
<p><b>PLAN:</b>  </p>	<p><b>Increase opportunities to enroll in the Supplemental Nutrition Assistance Program (SNAP)</b>            ACTION STEPS: Join the SNAP/EBT action group at the Houston Food Bank; Recruit SNAP enrollment ambassadors through area churches, schools, and organizations; Expand enrollment in SNAP</p>	
<b>Promote Opportunities for Active Living</b>	<p><b>Expand options for walking and biking in the neighborhood</b> (Also see infrastructure)            ACTION STEPS: Expand safe routes to schools programs; Adopt a safe routes to parks policy; Explore the development of a City fund to support the construction and maintenance of sidewalks; Add bike racks to area destinations and businesses</p>	
<p><b>PLAN:</b>  </p>	<p><b>Expand Tour de Northside and CIGNA Sunday Streets</b>            ACTION STEPS: Work in partnership with the GNMD and CIGNA Sunday Streets to expand these programs in the Near Northside</p>	
<b>Improve Access to Health Services</b>	<p><b>Identify and address mental health care needs</b>            ACTION STEPS: Increase access to the Houston Health Department’s counselors from Harris Center at local clinics; Partner with the City on the proposed campaign to identify and address mental health needs</p>	
<p><b>PLAN:</b>  </p>	<p><b>Increase access to healthcare insurance, providers and resources</b>            ACTION STEPS: Provide Affordable Care Act benefits application assistance and navigation; Partner with Houston Health Department to identify qualifying individuals for affordable healthcare services; Work with area clinics to provide targeted health services and screening</p>	

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TIMEFRAME	METRICS TO MEASURE SUCCESS	PARTNERS	POTENTIAL PROGRAMS
Medium (2 - 5 yrs)	<h2>50%</h2> <p>Of SNAP eligible families will receive this benefit by 2023 Currently 38% of eligible families receive SNAP benefits Source: Feedingtexas.org</p>	<b>LEAD:</b> Memorial Hermann, HHD <b>SUPPORT:</b> Can DO Houston, Brighter Bites, Urban Harvest, BUILD Partnership	Can DO Healthy Corner Stores, Brighter Bites, Houston Food Bank Food Scholarships
Short (0 - 2 yrs)		<b>LEAD:</b> HLM, HHD, YMCA <b>SUPPORT:</b> HISD, AARP, American Heart Association, Recipe for Success, Urban Harvest	Recipe for Success, DAWN Program
Long (5 + yrs)		<b>LEAD:</b> HLM, Memorial Hermann, School Health Advisory Committee <b>SUPPORT:</b> HHD, HISD, BUILD Partnership	
Medium (2 - 5 yrs)		<b>LEAD:</b> Avenue <b>SUPPORT:</b> HHD, Urban Harvest, Finca Tres Robles, Plant It Forward, BUILD Partnership	
Short (0 - 2 yrs)		<b>LEAD:</b> HHD <b>SUPPORT:</b> Memorial Hermann, Houston Food Bank, Avenue, HLM, BUILD Partnership	
Long (5 + yrs)	<h2>71%</h2> <p>Of residents will engage in regular physical activity by 2023 Currently 61% of residents regularly exercise. Source: Houston Health Department, Complete Communities Near Northside Profile, 2013-2014</p>	<b>LEAD:</b> HPW, HLM, Memorial Hermann, Safe Walk Home <b>SUPPORT:</b> HHD, GNMD, YMCA	Exercise is Medicine Program; Houston Bike Racks Donation Program, Scenic Houston Streetscape Resource Guide
Medium (2 - 5 yrs)		<b>LEAD:</b> GNMD <b>SUPPORT:</b> CIGNA Sunday Streets	Tour de Northside, CIGNA Sunday Streets
Medium (2 - 5 yrs)	<h2>75%</h2> <p>Of residents will have health insurance by 2023 In 2015, 68% had insurance Source: ACS 2015 (5-yr)</p>	<b>LEAD:</b> HHD, Harris Center for Mental Health <b>SUPPORT:</b> HLM, Memorial Hermann, HPD, HFD	CIS Mental Health Initiative
Medium (2 - 5 yrs)		<b>LEAD:</b> HHD, HLM	



# HOUSING

## Introduction

High quality housing that meets the needs of people with a diversity of incomes and housing-related services that support both current and future residents is one step towards creating a complete community. This includes expanding housing choices, increasing homeownership, attracting new residents, and stabilizing existing homeowners through education and home repair programs.

Since 2000, the number of housing units in the Near Northside has increased by 6%, rising from 9,608 units in 2000 to 10,163 in 2015. During the same time period the percent of vacant units has risen sharply, from 8% of units in 2000 to 15% of units in 2015, when over 1,500 housing units sat vacant. In 2015, vacant units made up 12% of all housing in Houston.

Many Near Northside residents are burdened with high housing costs. Overall 54% of renters and 23% of owners spent more than 30% of their income on housing in 2015. In the same year, 47% of renters and 25% of owners in Houston spent more than 30% of their income on housing. In addition, 92% percent of renters and 60% of owners in the Near Northside who make less than \$20,000 spent more than 30% of their income on housing in 2015.

## Housing Goals

The three housing goals established for the Near Northside Complete Community were identified through existing plans and a series of community meetings. The goals focus on renovating existing housing, building new affordable housing, and growing and securing homeownership. The goals are summarized here and provided in more detail on the following pages. The housing goals are:

### Renovate Existing Housing

The Near Northside is a historic community that was founded in the late 1800s and developed slowly in the decades that followed. Over 80% of housing in the Near Northside was built before 1969, compared to only 36% in the City of Houston. As a result, much of the housing in the neighborhood is in need of repair.

Supporting current programs and developing new strategies to repair and stabilize existing housing will preserve the historic character of the Near Northside and ensure families and seniors have high quality housing. Existing programs, including Rebuilding Northside Together, will be supported to ensure home repairs are completed for a minimum of ten income-eligible seniors and families each year. Establishing a low-interest home improvement loan fund and acquiring neighborhood properties for restoration will assist both existing homeowners and attract new residents. Finally, a partnership will be established with the Houston Housing Authority to identify strategies to improve both Irvinton and Fulton Villages.



**54%** Of Near Northside renters paid more than 30% of their income on housing in 2015

**23%** Of Near Northside owners paid more than 30% of their income on housing in 2015

Data Sources: 2015 ACS (5-yr), 2010 Census, and 2000 Census, HCAD Public Data 2016

A **complete community** is an **affordable community** with high quality housing that is accessible to people with a diversity of incomes, where existing residents are protected from displacement, and historic housing is repaired and preserved

### Build New Housing

As new development comes to the Near Northside, ensuring that there is adequate affordable housing for low- and moderate-income residents, as well as new market rate housing, will make the neighborhood attractive and attainable for people with a diversity of incomes and needs.

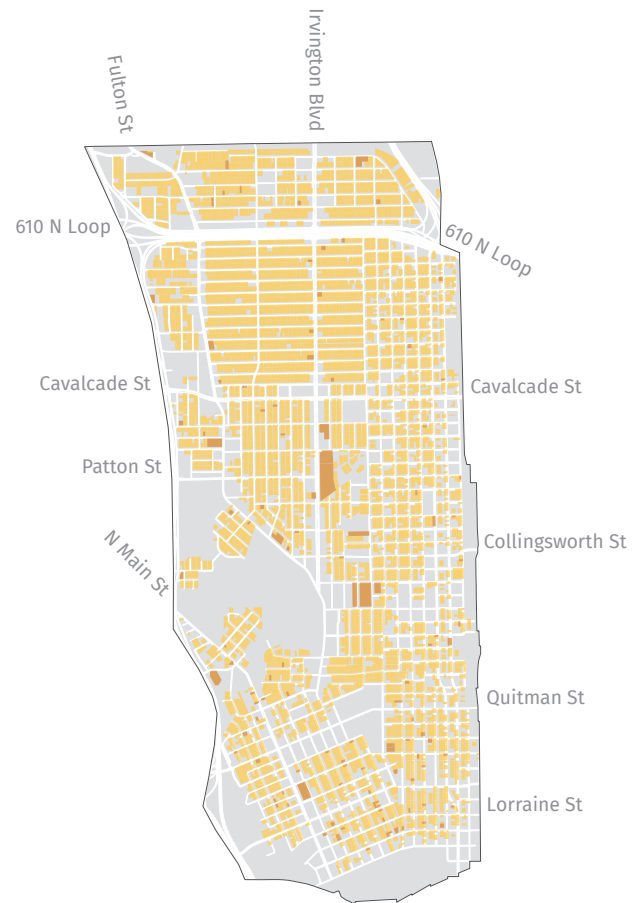
Avenue has been working in the Near Northside since 2002. Major affordable housing developments in the neighborhood include Avenue Place, Avenue Terraces, Avenue Station, Avenue Villas, and Fulton Gardens. Between 2010 and 2016, Avenue completed over 300 new affordable and market rate units. Additional affordable and market rate housing is currently under construction.

Over the next five years, programs to build single-family infill housing in the neighborhood will be pursued, along with constructing additional affordable multi-family housing and transit-oriented development projects. The goal is to build a minimum of 100 new units by 2023.

### Grow and Secure Homeownership

Homeownership is one of the most important factors in building family wealth and improving neighborhood stability. Yet, between 2000 and 2015, homeownership rates in the Near Northside declined from 50% to 45% of households. Rising property values and tax burdens have also had an impact on the community. In 2018, the average price of homes for sale in the Near Northside was over \$300,000, and the average rent was over \$1500 per month. In 2014, the median sales price for homes was \$170,000.

Expanding homeowner education and support programs, such as those provided by Avenue at their Homeownership Center, will help to stabilize homeownership rates. This includes ensuring that existing owners are secure in their homes and that new homebuyers have the tools they need to purchase a home. The objective is to maintain the 2015 homeownership rate of 45%.



**Housing by Type Map**

- Single-family
- Multi-family

**78%**

Of all Near Northside renters had incomes less than \$35,000 in 2015. Of these, **81%** spent more than 30% of their income on housing

Data Source: 2015 ACS (5-yr)





GOAL	PROJECTS	PRIORITY
<b>Renovate Existing Housing</b>  PLAN: ●●●○○○○○	<b>Provide home repair programs for seniors and others with high needs</b> ACTION STEPS: Continue and expand the home repair program for income eligible, low- and moderate-income homeowners through the Home Repair Program in partnership with Rebuilding Northside Together and Avenue; Partner with Housing and Community Development for matching grants to the Houston Health Department to complete lead abatement; Fund and start a job skills and home repair program in partnership with workforce centers or community service requirements	●
	<b>Develop a program to acquire and restore existing single- and multi-family housing to increase affordable housing</b> ACTION STEPS: Identify and acquire existing single- or multi-family properties; Partner with Housing and Community Development to assist with acquisition and explore the potential transfer of properties to a Community Land Trust; Determine feasibility and impact in Near Northside	●
	<b>Improve Irvington Village and Fulton Village without displacement</b> ACTION STEPS: Work in partnership with the Houston Housing Authority to explore the potential for improvement or redevelopment	◐
	<b>Explore creation of a home improvement loan program</b> ACTION STEPS: Develop a home improvement loan program to serve households within the 80-120% of area median income (AMI); Focus on developing a low-interest, revolving loan fund	○
<b>Build New Housing</b>  PLAN: ●●●○○○○○	<b>Build new housing for purchase and rental for a variety of income levels</b> ACTION STEPS: Partner with Housing and Community Development (HCDD) to develop a single-family infill lot proposal for new affordable housing (at 80% AMI or below), including the potential for infill housing to be placed into a community land trust; Partner with HCDD to explore the development of affordable multi-family housing or transit-oriented development projects; Explore alternative housing strategies such as tiny homes, green building strategies, condominiums, and community land trusts; Provide incentives to developers providing mixed-income housing	●
<b>Grow and Secure Homeownership</b>  PLAN: ●●●○○○○○	<b>Grow Homeownership</b> ACTION STEPS: Promote homeownership through home buyer education and counseling; Expand Homebuyer Assistance Programs in the Near Northside, including down payment assistance and other grant programs	●
	<b>Provide workshops for homeowners to ensure their security</b> ACTION STEPS: Partner with Housing and Community Development and the Harris County Appraisal District to provide workshops on property tax protests, exemptions, deed transfer and wills to secure homeowners	●

**PLAN Legend:**

- Complete Communities Action Plan
- City of Houston Plans and CIP
- Near Northside Quality of Life Agreement
- Northside Livable Centers Study
- Sector 17 Parks Plan
- Greater Northside Pedestrian Transit Access Master Plan
- METRO Transit Oriented Development
- Healthy Living Matters NNS Recommendations

# HOUSING

TIMEFRAME	METRICS TO MEASURE SUCCESS	PARTNERS	POTENTIAL PROGRAMS
Medium (2 - 5 yrs)	<p><b>10</b> Homes repaired each year</p>	<p><b>LEAD:</b> HCDD, Avenue, HHD, Rebuilding Northside Together <b>SUPPORT:</b> Philanthropic Organizations</p>	<p>HCDD Home Repair Program, HHD Lead Abatement Program, Weatherization Assistance Program, Texas Ramp Project, Rebuilding Together Houston (including Roofs Over Houston, Interior Repair Program, Safe and Sound Program, Ramp Angels)</p>
Long (5 + yrs)			
Long (5 + yrs)	<p><b>24</b> Home lead abatements each year</p>	<p><b>LEAD:</b> HHA <b>SUPPORT:</b> Avenue, HUD</p>	<p>Choice Neighborhoods Program</p>
Medium (2 - 5 yrs)	<p><b>100</b> New homes constructed, owner and renter, in five years <small>Source: ACS 2015 (5-yr)</small></p>	<p><b>LEAD:</b> HCDD, Avenue <b>SUPPORT:</b> Area Banks, Philanthropic Organizations</p>	<p>Incremental Development Alliance</p>
Long (5 + yrs)		<p><b>LEAD:</b> HCDD, Avenue <b>SUPPORT:</b> LISC</p>	
Medium (2 - 5 yrs)		<p><b>LEAD:</b> HCDD, Avenue <b>SUPPORT:</b> LISC, FOC</p>	
Short (0 - 2 yrs)	<p><b>45%</b> Stabilize homeownership at the 2015 rate of 45% of households <small>Source: ACS 2015 (5-yr)</small></p>	<p><b>LEAD:</b> HCDD, HCAD <b>SUPPORT:</b> Avenue</p>	<p>Homeowner Education Workshop</p>



# MOBILITY and INFRASTRUCTURE

## Introduction

The Near Northside community is well-served by public transit, including the Red Line light rail and four local bus routes. The Red Line travels along N. Main and Fulton Streets in the western portion of the neighborhood, and connects to HCC Northline, downtown, the Museum District, NRG Park, and other destinations, as well as linking to the Southeast Corridor light rail (Purple Line) and the East End light rail (Green Line). The Red Line opened in 2013, improving connectivity in the neighborhood and sparking new development.

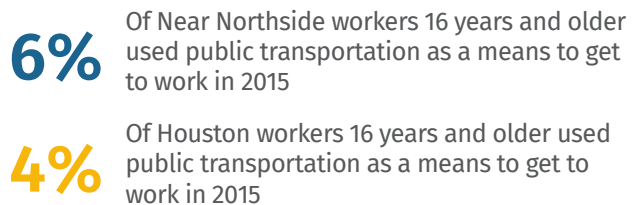
While the Near Northside is well-connected to the city through buses and rail, the local streets and sidewalks need improvements to enhance safety, walkability, and connectivity. In the near future, both the North Houston Highway Improvement Project and the Hardy Toll Road extension will impact the neighborhood.

## Mobility and Infrastructure Goals

The three goals for mobility and infrastructure were compiled from existing Near Northside plans and a series of community meetings. The goals focus on improving streets and sidewalks, providing bike amenities, and improving safety, walkability, and connectivity. The goals are summarized here and provided in more detail on the following pages. The mobility and infrastructure goals are:

### Improve Neighborhood Mobility

In 2015, 18% of Near Northside households did not own a vehicle, compared to 9% in the City overall. Yet, only 6% of Near Northside workers used public transit to get to work, compared to 4% in Houston. An additional 8% of Near Northside residents walked or biked to work in 2015. Because a significant number of residents walk or ride transit in the neighborhood, the condition and safety of sidewalks and streets is an important element in creating a complete community.



Data Sources: City of Houston GIS, Capital Improvement Plan, ACS 2015 (5-year)

**A complete community is a connected and resilient community** with high quality public transit, walkable streets, bike amenities, and good infrastructure

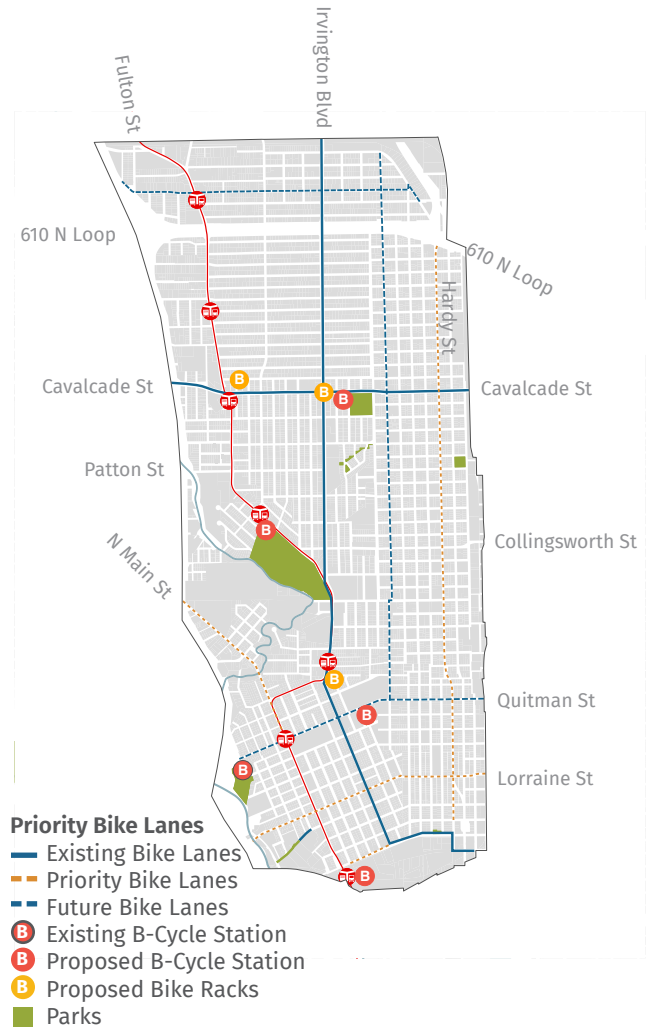
New and improved sidewalks and street lighting would enhance walkability across the neighborhood. Sidewalk improvements should be focused adjacent to transit routes, area schools, and public spaces, and include accessibility improvements, such as ramps, and high visibility crosswalks. Current sidewalk priorities include Cochran and Campbell Streets. Improving the safety and walkability of the neighborhood overall will improve connectivity, and expand the number of residents utilizing public transit. The objective is to increase the percent of residents using public transit over the next five years.

**Great Streets**

A complete community is a community with quality infrastructure and complete streets. Improving streets can encourage economic development, increase property values, and provide for greater mobility. Near Northside civic leaders will be working in partnership with Houston Public Works to evaluate and prioritize street improvement projects. Current priorities include Lorraine and Hogan Streets. In addition, streetscaping projects will be pursued for major corridors, including the Greater Northside Management District’s Quitman Pedestrian Enhancements Project from South Street to Gano Street.

**Expand Bike Lanes and Amenities**

The Near Northside currently has five miles of area bike lanes running primarily along Cavalcade and Irvington. The neighborhood also has one B-Cycle Station at Leonel Castillo Center. A number of projects are proposed to expand bike lanes and amenities in the neighborhood over the next five years. These include priority bike lanes on Hardy Street and Quitman Street. B-Cycle Stations are proposed at Castillo Park, Quitman Station, Fulton Station, and the Burnett Transit Station. Bike racks are proposed along Fulton at the intersections of both Cavalcade and Boundary, and along Irvington Boulevard. Finally, developing bike connections to the Little White Oak Bayou Greenway is a priority.













**Early Successes**

Houston Public Works is currently working on the following sidewalks: Cochran Street from James to Noble; and, Campbell Street from Gano to Cochran.

Council Member Karla Cisneros is working in partnership with Houston Public Works to identify funding for the Hardy Street bike lane.

METRO is extending bike lanes from the Quitman and Cavalcade Stations along the Red Line.





GOAL	PROJECTS	PRIORITY
<b>Improve Neighborhood Mobility</b>	<b>New sidewalks and crossings</b> ACTION STEPS: Work in partnership with Houston Public Works (HPW) on priority sidewalk projects, including Cochran, James to Noble; Campbell St., Cochran St. to Gano St; Extension of sidewalks on Gale St., Canadian St., and Evelyn St.; Sidewalk on Hogan St. between N. Main St. and Elysian; Evaluate and improve the safety of crosswalks and rail crossings with high visibility markings	
	<b>Improve sidewalk and ramps to meet ADA standards</b> ACTION STEPS: Partner with METRO and the Mayor’s Office for People with Disabilities to complete sidewalk and ramp accessibility assessments throughout the neighborhood; Identify priority projects and work with Houston Public Works (HPW) and METRO to make accessibility improvements	
	<b>Improve Neighborhood Streetlighting</b> ACTION STEPS: Partner with HPW to identify areas to complete streetlight surveys, including Cavalcade St.; Hogan St./Lorraine St. between Main St. and Hardy St.; Brooks St. between Main St. and Hardy St.; Near Moody Park Station, Cavalcade Station; Main St., between Boundary St. and Quitman St.; Improve lighting in the Hernandez Tunnel	
	<b>Increase transit ridership and other mobility options</b> ACTION STEPS: Develop a “Near Northside Transit Map” to be installed throughout the community; Partner with ARA/Park Houston to evaluate the feasibility of installing 3-5 car share stations at area destinations	
<b>Great Streets</b>	<b>Streetscaping</b> ACTION STEPS: Prioritize streetscape enhancements on major arterial roads including N. Main St.; Fulton St.; Irvington Blvd.; Elysian St.; Hardy St.; Burnett St.; Hogan St.; Lorraine St.; Collingsworth St.; Patton St.; Quitman St.	
	<b>Improve neighborhood streets</b> ACTION STEPS: Work with Houston Public Works to identify priority street improvements; Currently, Lorraine and Hogan St. are priority projects; All street improvement projects should follow the City’s Complete Streets Executive Order	
<b>Expand Bike Lanes and Amenities</b>	<b>Expand area bike lanes and hike and bike trails</b> ACTION STEPS: Work with HPW on priority bike lanes, including (in order of priority) Hardy St. from Burnett St. to Kelley St.; N. Main St. from Boundary to Whitney; Quitman St. from South St. to Elysian St.; Pinckney Street from Keene St. to MKT Trail	
	<b>Hike and Bike Trails</b> ACTION STEPS: Partner with the Houston Parks Board (HPB) to develop strategies to link the Little White Oak Greenway to Quitman Station, neighborhood parks, and the area near Harrington St.; Explore opportunities for new trails in association with the proposed Hardy Toll Road extension and I-45 expansion	
	<b>Install bike racks at area businesses and other locations</b> ACTION ITEMS: Identify locations for bike racks, including Fulton at Cavalcade, Irvington area restaurants, Fulton St. near Boundary St; Install bike racks	
	<b>Expand B-Cycle</b> ACTION STEPS: Identify new B-Cycle locations, including Castillo Park or Carnegie Branch Library, and area transit stations; Install B-Cycle Stations	

**PLAN:**  


**PLAN:**  


**PLAN:**  


- PLAN Legend:**
-  Complete Communities Action Plan
  -  Sector 17 Parks Plan
  -  City of Houston Plans and CIP
  -  Greater Northside Pedestrian Transit Access Master Plan
  -  Near Northside Quality of Life Agreement
  -  METRO Transit Oriented Development
  -  Northside Livable Centers Study
  -  Healthy Living Matters NNS Recommendations

# MOBILITY and INFRASTRUCTURE

TIMEFRAME	METRICS TO MEASURE SUCCESS	PARTNERS	POTENTIAL PROGRAMS
Medium (2 - 5 yrs)		<b>LEAD:</b> HPW <b>SUPPORT:</b> SN Council, GNMD, Scenic Houston Streetscape Initiative	Safe Sidewalk Program, CIP
Medium (2 - 5 yrs)	<p style="text-align: center;"><b>9%</b></p> <p>Of workers over 16 years will ride public transit to work by 2023 In 2015, 6% rode public transit to work Source: ACS 2015 (5-yr)</p>	<b>LEAD:</b> METRO, HPW <b>SUPPORT:</b> SN Council, DON, MOPD, AARP	Safe Sidewalk Program, METRO Universal Accessibility Initiative, CIP
Medium (2 - 5 yrs)		<b>LEAD:</b> HPW, DON, Centerpoint <b>SUPPORT:</b> SN Council, Safe Walk Home, GNMD, Scenic Houston Streetscape Initiative	PWE Streetlight Survey Program, DON Streetlight Campaign Program
Medium (2 - 5 yrs)		<b>LEAD:</b> METRO, ARA/Park Houston, Avenue <b>SUPPORT:</b> SN Council, HPW	MOCA + HAA Grants, Neighborhood Matching Grants
Long (5 + yrs)	<p style="text-align: center;"><b>5</b></p> <p>Miles of street improvements by 2023 Source: City of Houston GIS</p>	<b>LEAD:</b> HPW, GNMD, METRO <b>SUPPORT:</b> Philanthropy, Trees for Houston, Keep Houston Beautiful	
Long (5 + yrs)		<b>LEAD:</b> HPW <b>SUPPORT:</b> GNMD, METRO, Rebuild Houston	CIP, Rebuild Houston
Medium (2 - 5 yrs)		<b>LEAD:</b> HPW <b>SUPPORT:</b> HPB, GNMD	Houston Bike Plan, Houston Parks Board Beyond the Bayous Initiative, CIP
Medium (2 - 5 yrs)	<p style="text-align: center;"><b>10</b></p> <p>Miles of hike and bike trails or bike lanes serving the neighborhood by 2023 Currently there are 5 miles of bike lanes Source: City of Houston GIS</p>	<b>LEAD:</b> HPB <b>SUPPORT:</b> GNMD, HPW	Houston Parks Board Beyond the Bayous Initiative and Bayou Greenway Initiative
Short (0 - 2 yrs)		<b>LEAD:</b> HDD <b>SUPPORT:</b> SN Council, Avenue, GNMD	Houston Bike Racks Donation Program, BUILD Partnership, Scenic Houston Streetscape Resource Guide
Short (0 - 2 yrs)		<b>LEAD:</b> Houston B-Cycle, PDD <b>SUPPORT:</b> SN Council	Houston B-Cycle

# NEIGHBORHOOD CHARACTER

## Introduction

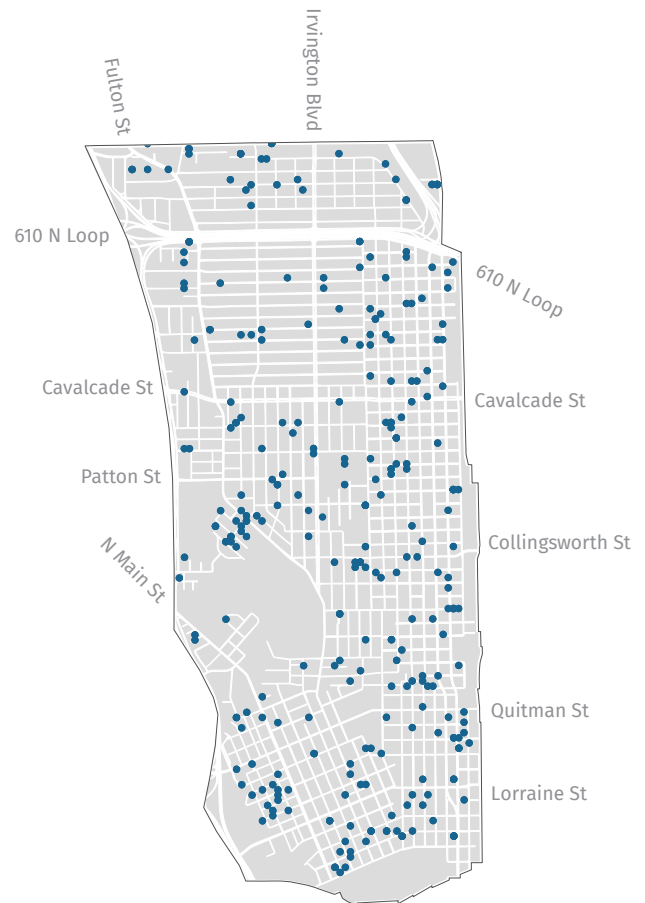
The Near Northside is a historic and vibrant community that first developed in the late 1800s with the expansion of the Hardy Rail Yards. Victorian style bungalows still line many of the Near Northside's streets, while major corridors are home to local businesses. Over the last three decades disinvestment and low land prices sparked localized redevelopment, but many areas of the Near Northside retain their original homes dating to the beginning of the 1900s. Neighborhood leaders have sought to protect the historic character of the neighborhood, while also advocating for new development along the METRO Red Line, expanding opportunities for public art, and creating events, such as Sabor del Northside, to celebrate the culture of the neighborhood.

## Neighborhood Character Goals

The three goals for neighborhood character were compiled from existing Near Northside plans and a series of community meetings. The goals focus on protecting the character of the neighborhood, creating a place for art, and celebrating the community. The goals are summarized here and provided in more detail on the following pages. The neighborhood character goals are:

### Protect the Character of the Neighborhood

The Near Northside is a historic neighborhood that continues to grow and change. As a means to protect the character of the neighborhood, Near Northside civic leaders have protected close to 2,000 lots through minimum lot size restrictions. These restrictions protect the character of single-family neighborhoods by preventing the subdivision of lots. Civic leaders will continue to protect the character of the neighborhood by fighting illegal dumping, nuisances and blight, expanding areas protected through minimum lot size restrictions, and working with area civic clubs and community leaders to designate additional historic landmarks and districts.



### Illegal Dumping

● 311 Calls for Illegal Dumping

### Early Successes

The Mayor's Office of Cultural Affairs is leading an inclusive cultural strategy to bring new programs and expand existing ones in each Complete Community. This includes four new Mini Murals, a Civic Art project, the Visit My Neighborhood grants, creative writing workshops, a Resident Artists Program (R.A.P), and a Neighborhood Poetry Project by Houston Poet Laureate, Deborah 'DEEP' Mouton. For more information visit: <http://www.houstontx.gov/culturalaffairs/cccs/near-northside.pdf>

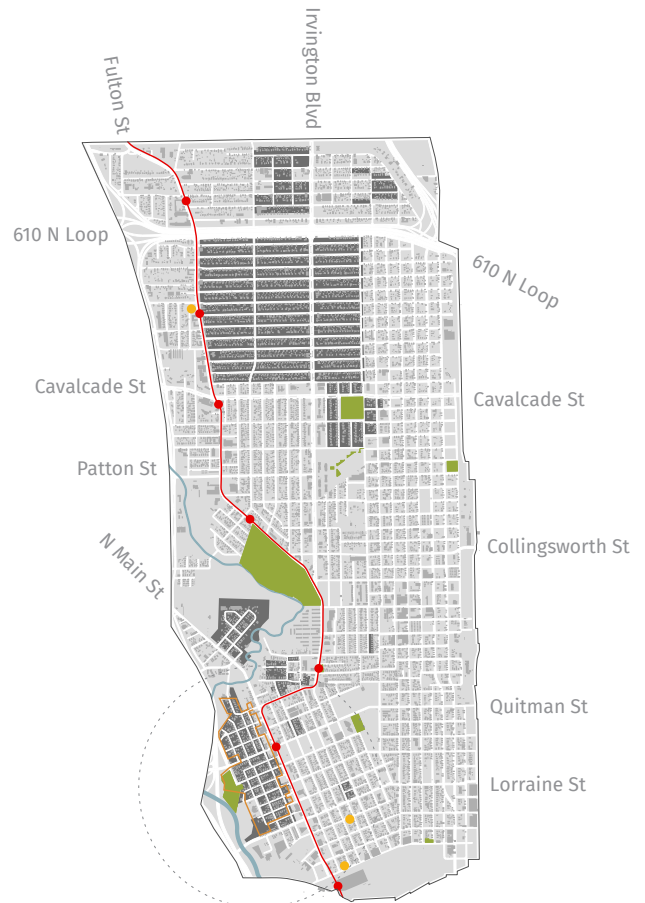
**A complete community is a beautiful community** with historic neighborhoods, public art, and festivals and events that celebrate culture

**Create a Place for Art**

The Near Northside is a vibrant, historic neighborhood with a strong identity and culture. Public art and cultural enrichment enhance and celebrate a place’s culture, and contributes to creating a complete community. In the coming years, Near Northside leaders will develop partnerships to create a public art plan, expand public art across the community, including at important destinations such as the Carnegie Library or Moody Park, and attract a new cultural center to the neighborhood.

**Celebrate the Community**

Festivals, celebrations, and events bring neighbors together, and create stronger social ties which enhance the civic and public life of the neighborhood. The Sabor del Northside festival, established in 2012, is the signature event in the neighborhood, along with the Tour de Northside and the Mercado de Northside. Expanding and supporting these events will continue to strengthen social cohesion in the community. In addition, partnering with the Mayor’s Office of Cultural Affairs and the Houston Arts Alliance to expand arts and cultural experiences for residents and visitors will expand exposure to the arts and artists across the neighborhood.



**Neighborhood Protection Map**  
 ■ Minimum Lot Size Restriction  
 □ National Register Historic District  
 ● City of Houston Historic Landmark  
 ■ Parks  
 — Red Line













- 7** Calls to 311 for illegal dumping per 1,000 Near Northside residents in 2016
- 4** Calls to 311 for illegal dumping per 1,000 Houston residents in 2016

Data Source: Houston 311 Calls, 2016





GOAL	PROJECTS	PRIORITY
<b>Protect the Character of the Neighborhood</b>  <b>PLAN:</b> 	<b>Protect the neighborhood from nuisances and blight</b> ACTION STEPS: Work with the Department of Neighborhoods and other City departments to address area nuisances and blight, such as illegal dumping, bandit signs, code compliance, and other issues; Provide additional heavy trash pick up	
	<b>Protect neighborhood character through minimum lot size restrictions</b> ACTION STEPS: Continue to work with civic clubs and leaders to identify areas for minimum lot sizes	
	<b>Expand area historic districts and landmarks</b> ACTION STEPS: Identify and secure historical markers for important sites, events and landmarks in the Near Northside; Work in partnership with the Planning and Development Department to review policies on establishing a historic district	
<b>Create a Place for Art</b>  <b>PLAN:</b> 	<b>Develop a public art plan</b> ACTION STEPS: Partner with the Mayor’s Office of Cultural Affairs (MOCA), Houston Arts Alliance, Hardy TIRZ, the Greater Northside Management District (GNMD), and others to create a public art plan	
	<b>Expand public art</b> ACTION STEPS: Identify key neighborhood public art projects including a mural at Carnegie Library and Fiesta; Advocate for additional public art expenditures in underserved neighborhoods; Partner with MOCA, HAA, Houston Public Library and others on four new Mini Murals, a Civic Art project, the Visit My Neighborhood grants, a Resident Artist Program (R.A.P.), creative writing workshops and a Neighborhood Poetry Project by the Houston Poet Laureate, Deborah ‘DEEP’ Mouton	
	<b>Attract a new cultural center</b> ACTION STEPS: Survey existing cultural centers in Houston; Identify partners who have the capacity to expand; Develop an advocacy team to work towards a new cultural center	
<b>Celebrate the Community</b> <b>PLAN:</b> 	<b>Organize and support signature events and festivals in the neighborhood</b> ACTION STEPS: Continue to grow and support area events such as Sabor del Northside, Tour de Northside, Mercado de Northside	

**PLAN Legend:**

-  Complete Communities Action Plan
-  City of Houston Plans and CIP
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# NEIGHBORHOOD CHARACTER

TIMEFRAME	METRICS TO MEASURE SUCCESS	PARTNERS	POTENTIAL PROGRAMS
Short (0 -2 yrs)	<b>2000</b> Parcels protected through minimum lot size restrictions by 2023 Currently 1500 parcels are protected Source: Planning and Development, My City Map Viewer	<b>LEAD:</b> DON, HPD, SWD <b>SUPPORT:</b> SN Council, Area Civic Clubs, GO Neighborhoods Teams, GNMD	Blast the Bandit Sign, Cure for the Common Code Roundtable, HPD Differential Response Team, ROW Maintenance, Litter Abatement, Graffiti Abatement
Medium (2 - 5 yrs)		<b>LEAD:</b> Avenue, SN Council <b>SUPPORT:</b> PDD	Minimum Lot Size Ordinance
Medium (2 - 5 yrs)		<b>LEAD:</b> SN Council, Civic Clubs, PDD <b>SUPPORT:</b> Philanthropic Organizations, National Trust for Historic Preservation	Historic District Ordinance, National Trust for Historic Preservation, Texas Preservation Trust Fund
Medium (2 - 5 yrs)		<b>LEAD:</b> GNMD, Near Northside NST <b>SUPPORT:</b> Avenue, Hardy TIRZ, MOCA	National Endowment for the Arts Grants, MOCA + HAA Grants
Medium (2 - 5 yrs)	<b>20</b> Public Art projects completed in the community by 2023	<b>LEAD:</b> MOCA, HAA, GNMD <b>SUPPORT:</b> Avenue, Area Businesses, Philanthropic Organizations, HHD, BUILD Partnership	Mini-Murals National Endowment for the Arts Grants, MOCA + HAA Grants
Long (5 + yrs)		<b>LEAD:</b> Avenue <b>SUPPORT:</b> HCDD	
Medium (2 - 5 yrs)	<b>Annual</b> Sabor del Northside Festival continues	<b>LEAD:</b> Avenue, GNMD, Northside Chamber of Commerce <b>SUPPORT:</b> Area Businesses, SN Council, Civic Clubs	Neighborhood Matching Grants, Council District Funds, TUTS



# PARKS and COMMUNITY AMENITIES

## Introduction

The Near Northside has eight area parks: Avenue Place, Burnett Street, Castillo, Fulton, Henderson, Hogg, Irvington, and Moody Parks. The eight parks encompass 51 acres. Based on the recommended standards developed in the 2015 Houston Parks and Recreation Department Master Plan, the area has a park deficit of 11 acres. The highest needs for park access, according to the Trust for Public Land's ParkScore Map, is in the northern section of the neighborhood (see map, opposite page right). Currently, approximately 79% of area residents live within 1/2-mile or a 10-minute walk of a park. Identifying opportunities to build new parks, while improving and expanding existing parks, will increase accessibility to quality green spaces.

## Parks and Community Amenities Goals

The two goals for parks and community amenities were identified through existing Near Northside plans and a series of community meetings. The goals focus on creating new parks and green spaces as well as expanding and improving existing parks and public open spaces. The goals are summarized here and provided in more detail on the following pages. The parks and community amenities goals are:

## Develop New Parks and Green Spaces

Proximity and access to open spaces and parks improves property values and encourages healthy and active lifestyles. To address the park deficit in the Near Northside, additional green space sites need to be identified. Opportunities include exploring vacant land and under-utilized spaces for small public plazas and green spaces. In addition, creating a partnership with the Houston Parks Board to develop a green corridor along Little White Oak Bayou to link area parks, including Woodland and Moody, will expand access to green spaces and create greater connectivity across the neighborhood. The objective is to ensure that 100% of residents live within a 10-minute walk of a park by 2023.

## Expand and Improve Existing Parks and Public Spaces

Three of the neighborhood's eight parks were identified as needing improvements: Castillo, Irvington, and Moody. Castillo Park is an opportunity to create a great urban green space in the heart of the neighborhood and directly adjacent to Marshall Middle School, Northside High School, and the Carnegie Library.

Basic improvements such as better lighting, maintenance, and security are needed at both Irvington and Moody Parks. In addition, creating a partnership with the Houston Parks and Recreation Department to improve access to Moody Park and explore additional family-friendly amenities will be pursued.



Castillo Park

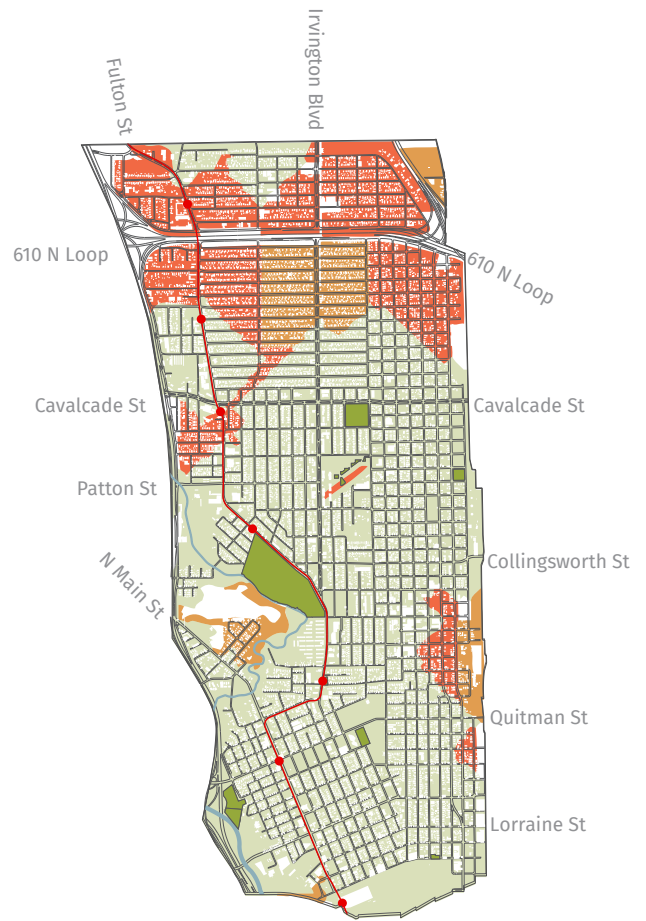
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**79%** Of Near Northside residents live within a 10-minute walk to a park

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Data Source: City of Houston GIS

A complete community is a sustainable community with high quality parks and community amenities



**Park Map**

- 1 Avenue Place Park
- 2 Burnett Street Park
- 3 Castillo Park
- 4 Fulton Park
- 5 Henderson Park
- 6 Hogg Park
- 7 Irvington Park
- 8 Moody Park
- Red Line (Light Rail)

**ParkScore Map**

*Trust for Public Land*








- Area Served by parks
- High need for parks
- Very high need for parks

**11 Acres**

Total Near Northside park deficit based on recommended standards from 2015 Parks Master Plan

Data Sources: City of Houston GIS, Trust for Public Land ParkScore Map 2016, Houston Parks and Recreation Master Plan, 2015



GOAL	PROJECTS	PRIORITY
<b>Develop New Parks and Green Spaces</b>  <b>PLAN:</b> 	<b>Transform vacant lots and leftover spaces into public plazas and green spaces</b> ACTION STEPS: Develop concepts and designs for new pocket parks in areas with high park needs, including sites near Hogan St. for the southeast part of the neighborhood; Complete the Fulton green space and butterfly garden in partnership with the Houston Parks and Recreation Department (HPARD) and Greater Northside Management District (GNMD); Work in partnership with the Hardy Toll Road extension project to identify and develop opportunities for new green spaces; Identify additional sites for small plazas and parks	
	<b>Create an open space corridor adjacent to Little White Oak Bayou, connecting Woodland and Moody Park</b> ACTION STEPS: Work in partnership with the Houston Parks Board to create a green corridor linking area parks along Little White Oak Bayou	
<b>Expand and Improve Existing Parks and Public Spaces</b>  <b>PLAN:</b> 	<b>Castillo Park Improvements</b> ACTION STEPS: Improve Castillo Park to provide a central park in the heart of the neighborhood; Early action projects include removing the fence, adding lighting, and improving the playground	
	<b>Moody Park Improvements</b> ACTION STEPS: Identify and complete needed improvements at Moody Park, including the potential of a splash pad, better lighting, senior amenities, maintenance, and security; Work in partnership with METRO to create better accessibility to the park	
	<b>Irvington Park Improvements</b> ACTION STEPS: Identify and complete needed improvements at Irvington Park, including adding new lighting for the basketball pavilion and providing regular maintenance	

**PLAN Legend:**

-  Complete Communities Action Plan
-  City of Houston Plans and CIP
-  Near Northside Quality of Life Agreement
-  Northside Livable Centers Study
-  Sector 17 Parks Plan
-  Greater Northside Pedestrian Transit Access Master Plan
-  METRO Transit Oriented Development
-  Healthy Living Matters NNS Recommendations

# PARKS AND COMMUNITY AMENITIES

TIMEFRAME	METRICS TO MEASURE SUCCESS	PARTNERS	POTENTIAL PROGRAMS
Medium (2 - 5 yrs)	<p style="text-align: center;"><b>100%</b></p> <p style="text-align: center;">Of residents will be within a 10-minute walk to a neighborhood park by 2023</p>	<p><b>LEAD:</b> HPARD, GNMD, HPB  <b>SUPPORT:</b> Avenue, Council District, METRO, Hardy Toll Road, Scenic Houston Streetscape Initiative</p>	<p>Texas Parks and Wildlife Local Parks Grant Program, Urban Outdoor Recreation, Houston Parks Board Beyond the Bayous Initiative</p>
Medium (2 - 5 yrs)	<p style="text-align: center;">Currently, 79% of residents are within a 10-minute walk of a park</p>	<p><b>LEAD:</b> HPB  <b>SUPPORT:</b> Philanthropic Organizations, GNMD, Scenic Houston Streetscape Initiative</p>	<p>Houston Parks Board Beyond the Bayous Initiative</p>
Long (5 + yrs)		<p><b>LEAD:</b> HPARD, HCDD, Avenue  <b>SUPPORT:</b> Marshall MS, Carnegie Library, Philanthropic Organizations, GNMD, BUILD Partnership</p>	<p>CDBG Grant Funding Texas Parks and Wildlife Local Parks Grant Program, Urban Outdoor Recreation</p>
Long (5 + yrs)	<p style="text-align: center;"><b>1</b></p> <p style="text-align: center;">Neighborhood park will be improved by 2023</p>	<p><b>LEAD:</b> HPARD, METRO  <b>SUPPORT:</b> BUILD Partnership</p>	
Medium (2 - 5 yrs)		<p><b>LEAD:</b> HPARD</p>	

# SAFETY

## Introduction

Safety is an important key to building a healthy and thriving community. The Near Northside is served by HPD's North Division. Crime statistics, compiled for beat 2A10 (which covers the majority of the Near Northside, but does not include the North Lindale area), indicate lower property crime rates and higher violent crimes when compared to Houston overall. In 2016, crime was concentrated along the light rail line, near the Fulton and Quitman intersection. Since 2010, the Near Northside property crime rate has declined by 12% and the violent crime rate has increased by 5%.

## Safety Goals

The three goals for safety were developed from existing Near Northside plans and a series of community meetings. The goals focus on creating stronger partnership with law enforcement, providing safe environments for pets, and creating safe places for residents. The goals are summarized here and provided in more detail on the following pages. The safety goals are:

### Create Strong Partnerships with Law Enforcement

An important way to reduce crime is to work in partnership with area law enforcement agencies including the Houston Police Department, Harris County Constables and Sheriff's Office, and the police

and security forces of HISD, METRO, and the Greater Northside Management District. When the community and law enforcement work together to reduce crime the potential impact is greater. This includes focusing police patrols in crime hot spots, continuing to develop neighborhood-led initiatives such as Safe Walk Home to increase safety around area schools and public places, and encouraging civic leaders to attend Positive Interaction Program meetings. The objective is to reduce the violent crime rate in the Near Northside by a minimum of 10% over the next five years, while maintaining a lower rate of property crime.

### Support Safe Environments for Pets

Stray animals are a problem across the City of Houston. In 2016, Houston's Bureau of Animal Control and Regulation (BARC) received 47,917 calls for service. The agency took in 27,638 animals, of which 52% were strays. Stray animals, particularly dogs, impact the sense of safety in a neighborhood, and discourage walking or other active recreation. In 2016, Near Northside residents made 464 calls to BARC to report stray animals, which is equal to the per capita rate in the City overall.

To address stray animals in the Near Northside, partnerships will be developed with BARC and other



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**2,683** Property Crime Rate per 100,000 in Near Northside, 2016

**4,321** Property Crime Rate per 100,000 in Houston, 2016

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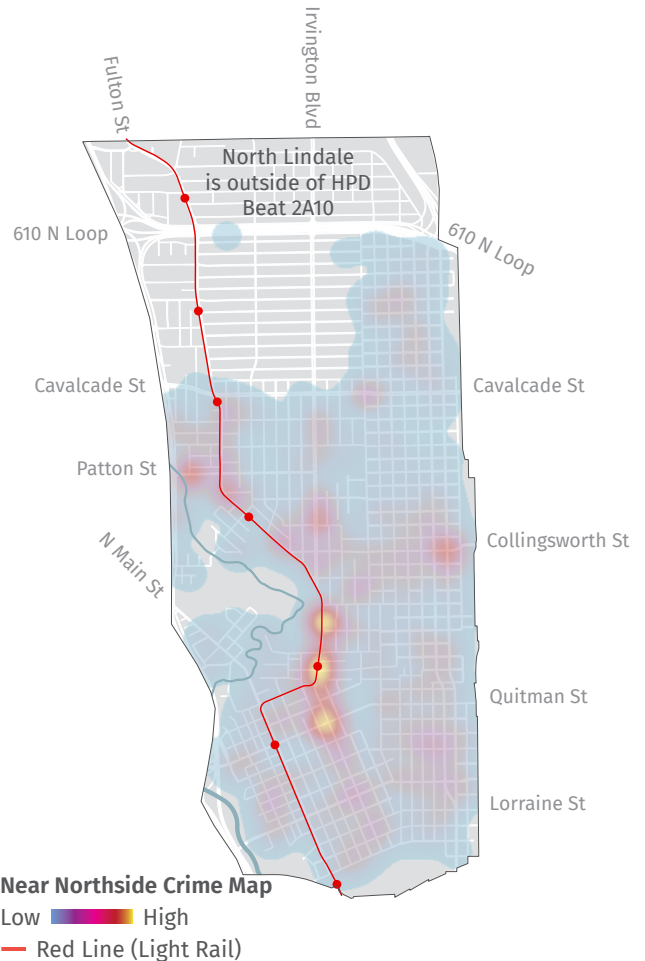
Data Sources: Beat 2A10 Crime Statistics, HPD 2016 Data; 2016 UCR Crime Statistics for Houston, 2016

A **complete community** is a **safe community** where strong partnerships are formed between the community and law enforcement, everyone feels secure, and pets are healthy and safe

animal welfare organizations to provide education and services to encourage responsible pet ownership, including spay and neuter programs. The goal is to reduce the number of stray animals in the community as evidenced by a reduction in calls to 311 to report stray animals.

**Create Safe Places**

Understanding the types of environments that lead to crime, and addressing these environments, will improve the sense of security and safety across the Near Northside. This includes working in partnership with the Houston Police Department and other law enforcement agencies to address the challenges of loitering and homelessness, particularly along the light rail line and at area rail stops. Additional strategies include revising boarding house regulations, understanding the challenges of human trafficking, and adopting Crime Prevention through Environmental Design principles to ensure that any barriers to safety in the community are eliminated.



**1,051** Violent Crime Rate per 100,000 in Near Northside, 2016

**1,026** Violent Crime Rate per 100,000 in Houston, 2016




**Early Successes**

The Code Enforcement Division has surveyed streetlights in each Complete Community every four months to identify broken lights and report to CenterPoint for repair. Since August of 2017, 11 streetlights have been reported in the Near Northside.

Data Sources: Beat 2A10 Crime Statistics, HPD 2016 Data; 2016 UCR Crime Statistics for Houston, 2016





GOAL	PROJECTS	PRIORITY
<b>Create Safe Places</b>  	<b>Address the challenge of loitering, homeless needs and panhandling</b> ACTION STEPS: Work with HPD to understand and enforce the Civility Ordinance; Encourage law enforcement agencies and other partners to work together; Advocate for additional “Crisis Intervention” beds in Houston	
	<b>Boarding house regulations</b> ACTION STEPS: Work in partnership with the city to identify appropriate regulatory changes for boarding houses to ensure safe communities	
	<b>Understand and address human trafficking</b> ACTION STEPS: Work in partnership with the Mayor’s Office on Human Trafficking to assist in identifying and addressing human trafficking	
	<b>Utilize the principles of Crime Prevention Through Environmental Design (CPTED)</b> ACTION STEPS: Identify locations for safety audits; Carry out safety audits, including near Fiesta and Carnegie Library; Train additional auditors through HPD’s CPTED training program	
<b>Develop Strong Partnerships with Law Enforcement</b>  	<b>Increase police patrol</b> ACTION STEPS: Identify areas in need of police patrols, such as crime hotspots and on Quitman Street, particularly in the afternoon after school lets out; Add patrols	
	<b>Develop strong partnerships between neighborhood initiatives, such as Safe Walk Home, and area law enforcement to expand neighborhood safety initiatives</b> ACTION STEPS: Create additional partnerships, similar to Safe Walk Home, to expand neighborhood watch programs and increase safety	
	<b>Increase participation in the Houston Police Department’s Positive Interaction Program</b> ACTION STEPS: Encourage civic leaders to attend PIP meetings; Develop quarterly or semi-annual priorities for the neighborhood to present at PIP meetings, or submit “action requests” which identify key issues and can be emailed, faxed, mailed, or delivered to HPD	
<b>Support Safe Environments for Pets</b>  	<b>Continue and expand pet spay and neuter programs</b> ACTION STEPS: Work with the Bureau of Animal Control and Regulation (BARC) and other partners to expand affordable pet spay and neuter programs	
	<b>Expand educational campaigns for healthy pets</b> ACTION STEPS: Work with BARC and other partners to reduce the number of stray and neglected animals; Encourage people to report animal abuse	

- PLAN Legend:**
- Complete Communities Action Plan
  - Sector 17 Parks Plan
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  - Greater Northside Pedestrian Transit Access Master Plan
  - Near Northside Quality of Life Agreement
  - METRO Transit Oriented Development
  - Northside Livable Centers Study
  - Healthy Living Matters NNS Recommendations

# SAFETY

TIMEFRAME	METRICS TO MEASURE SUCCESS	PARTNERS	POTENTIAL PROGRAMS
Medium (2 - 5 yrs)	<p style="text-align: center;"><b>4</b></p> <p>Safety Audits completed each year</p>	<b>LEAD:</b> HPD, Avenue, METRO, HISD, UH Downtown, Safe Walk Home, Salvation Army	
Medium (2 - 5 yrs)		<b>LEAD:</b> ARA, Avenue	
Medium (2 - 5 yrs)		<b>LEAD:</b> Houston Area Council on Human Trafficking, Avenue <b>SUPPORT:</b> HPD, Area Schools	City's Anti-Human Trafficking Strategic Plan, 'Watch for Traffick' Media Campaign Toolkit
Long (5 + yrs)		<b>LEAD:</b> AARP, Avenue, Block Captains, Safe Walk Home, Councilmember <b>SUPPORT:</b> HPD, BUILD Partnership	CPTED training
Medium (2 - 5 yrs)	<p style="text-align: center;"><b>10%</b></p> <p>Decline in the violent crime rate in the Near Northside by 2023 Currently, the violent crime rate is 3% higher than Houston's at 1,061 crimes/100,000 people Source: HPD 2016 Crime Reports, Beat 2A10 and UCR Data Houston, 2016</p>	<b>LEAD:</b> HPD, Harris County Pct 6 <b>SUPPORT:</b> Civic Clubs, SN Council, Safe Walk Home, GNMD	Safe Walk Home Program, GNMD Safety Patrol Program
Medium (2 - 5 yrs)		<b>LEAD:</b> HPD, Safe Walk Home, SN Council, Harris County Pct 6 <b>SUPPORT:</b> Area Civic Clubs	National Night Out, Keep Houston SAFE Initiative, Citizens Patrol Program, GNMD
Short (0 - 2 yrs)		<b>LEAD:</b> HPD, PIP, Civic Clubs, SN Council <b>SUPPORT:</b> Safe Walk Home	Positive Interaction Program, Safe Walk Home Program
Short (0 - 2 yrs)	<p style="text-align: center;"><b>25%</b></p> <p>Reduction in 311 calls to BARC for stray animals Source: 311 Calls</p>	<b>LEAD:</b> BARC, ARA <b>SUPPORT:</b> Emancipet, Northside DAWGS, Other non-profit animal organizations	Healthy Pets Healthy Streets
Short (0 - 2 yrs)		<b>LEAD:</b> BARC, ARA <b>SUPPORT:</b> Emancipet, Northside DAWGS, Other non-profit animal organizations	BARC Stray Animal Program



# OUR THANKS

## Complete Communities

The Complete Communities initiative would not have been possible without the commitment and dedication of the Complete Communities Advisory Committee and the Near Northside Neighborhood Support Team (NST). The Advisory Committee, comprised of community leaders and advocates, ensured that the program structure was inclusive, promoted public-private partnerships, and worked effectively and efficiently. The Near Northside Neighborhood Support Team guided the planning process and shaped the initiative at the local community scale. We thank everyone for their time and commitment to the Complete Communities initiative.

### Complete Communities Advisory Committee

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Angela Blanchard, BakerRipley  
Roberta Burroughs, Roberta F. Burroughs & Associates  
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The Complete Communities initiative is supported by over 200 representatives of 27 City Departments and partner organizations. We thank you.

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