

HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY

JOINT MEETING OF THE BOARDS OF DIRECTORS

NOVEMBER 29, 2023

BOARD PACKET

REINVESTMENT ZONE NUMBER

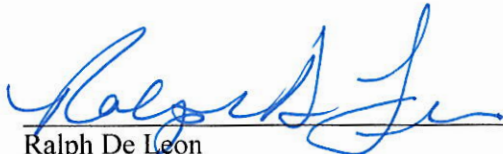
TWENTY-ONE

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 **November 29, 2023**, at 9:00 a.m., at 218 Joyce Street, Houston, Texas 77009, to consider, discuss and adopt such orders, resolutions or motions, and take direct or indirect actions as may be necessary, convenient, or desirable with respect to the following matters:

1. Establish quorum and call to order.
2. Public comments.
 - a. Presentation M.D. Anderson Family YMCA.
3. Approve Minutes from last meeting.
4. Financial and bookkeeping matters, including Financial Report and payment of bills.
5. Term Sheet Texas Capital Bank.
6. Texas Municipal League Renewal Liability Insurance.
7. 2024 Board of Directors Meeting Calendar.
8. Presentations, reports, or updates from the Directors, consultants, City of Houston Staff, Developers, or others regarding development in the Authority and the Zone and implementation of Project Plan and Reinvestment Zone Financing Plan.
9. Convene in Executive Session pursuant to Sections 551.071-551.089, 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.
11. Discuss meeting schedule including date and time of next meeting for **January 24, 2024, at 9:00 a.m.**
12. Adjourn.



Ralph De Leon
Administrator for the Zone

The Board of Directors meeting packet can be found at: <https://nearnorthsidetirz21.com/calendar/>

TAB

THREE

NEAR NORTHSIDE REDEVELOPMENT AUTHORITY AND
REINVESTMENT ZONE NUMBER TWENTY-ONE,
CITY OF HOUSTON, TEXAS
JOINT BOARD OF DIRECTORS MEETING

September 27, 2023

The joint meeting of the Board of Directors (the “Board”) of the Near Northside Redevelopment Authority (the “Authority”) and the Board of Directors of Reinvestment Zone Number Twenty-One, City of Houston, Texas (the “Zone”), convened in regular session, open to the public, on the 27th day of September 2023, at 9:00 a.m., at 218 Joyce Street, Houston, Texas 77009, 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

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

Also present were Carlos Espinoza y Sanchez and Rebecca Reyna of Greater Northside Management District; Brandon Walwyn of the City of Houston; Chris Palis of Municipal Accounts & Consulting, L.P.; Ralph De Leon of TIFWorks LLC; Clark Lord of Bracewell LLP; Lydia Mares of Gauge Engineering and Michael Robinson of the SWA Group; Lupe Cedillo of Wesley Community Center; Justin Jenkins of McCall Gibson Swedlund Barfoot PLLC; Kim Thomas University of Houston Downtown; Glen Crawford of Aurora Technical Services, LLC; and Cynthia Reyes community resident and District H City Council Candidate.

- 1. Establish quorum and call to order.** Director Reyes conducted roll call, established a quorum, and convened the meeting at 9:05 a.m.
- 2. Public comments.** Noting several new attendees, Director Reyes asked that attendees introduce themselves. Mr. Crawford introduced himself and Aurora Technical Services, LLC. There were no further public comments.
- 3. Approve Minutes from last meeting.** After review and discussion Director Large motioned to approve the Minutes as presented, which was seconded by Director Bustamante and which passed by unanimous vote.
- 4. Financial and bookkeeping matters, including Financial Report and payment of bills.** Mr. Palis provided an overview of the Financial Statements, current banking activity and current Invoices. After review and discussion Director Cavazos motioned to accept the

Financial Statements and authorize payment of current invoices and ratify payment of expenditures from the prior periods, which was seconded by Director Bustamante, and which passed by unanimous vote.

- 5. Adopt Fiscal Year 2023 Annual Audit for the Authority and authorize submittal to Controller's Office of the City.** Mr. Jenkins provided an overview of the Fiscal Year 2023 Audit, noting activity and a two-year comparison to the prior year. After review and discussion Director Cavazos motioned to accept the draft Fiscal Year 2023 and authorize submittal to the Controller's Office of the City, which was seconded by Director Bustamante, and which passed by unanimous vote.
- 6. Term Sheet Texas Capital Bank.** After review and discussion, the item was tabled until the October 25, 2023, Board of Directors meeting.
- 7. Presentations, reports, or updates from the Directors, consultants, City of Houston Staff, Developers or others regarding development in the Authority and the Zone and implementation of Project Plan and Reinvestment Zone Financing Plan including:**
 - a. Infrastructure Committee:**
 - i. Pinckney Trail Project (T-2105).** There was no report.
 - b. Parks Committee:** There was no report.
- 8. Convene in Executive Session pursuant to Sections 551.071-551.089, 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.** The Board did not enter a closed session at this meeting.
- 9. Reconvene in Open Session and authorize appropriate action.** The Board did not enter a closed session at this meeting.
- 10. Discuss meeting schedule including date and time of next meeting for October 25, 2023, at 9:00 a.m.** Director Reyes noted the next Board of Directors meeting will be held on October 25, 2023; no further action was taken.
- 11. Adjourn.** Director Reyes, after determining there was no further business to discuss, adjourned the meeting at 10:01 a.m.

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

Secretary

TAB

FOUR

BRACEWELL

Hardy/Near Northside Redevelopment Authority
c/o Burton Accounting P.L.L.C.
1281 Brittmoore Road
Houston, TX 77043

November 02, 2023
Invoice: 21967013
BA: 04674 Clark Stockton Lord

Our Matter: 0037619.000001 General Counsel
For Services Through October 31, 2023

<u>Date</u>	<u>Description</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
10/25/23	Prepare for and attend board meeting,	Clark Stockton Lord	2.00	400.00	800.00
Total Fees					\$ 800.00

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
Total Summary of Fees		2.00		\$ 800.00

Expense Detail

<u>Date</u>	<u>Cost</u>	<u>Description</u>	<u>Amount</u>
09/12/23	Delivery Services/Messenger	3rd Party Courier 2023-09-12 Clark Stockton Lord #464259	24.00
09/25/23	Delivery Services/Messenger	3rd Party Courier 2023-09-25 Clark Stockton Lord #464749	24.00
Total Expenses			\$ 48.00

Total Fees, Expenses and Charges on This Invoice **\$ 848.00**

BRACEWELL

REMITTANCE PAGE

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

Invoice: 21967013

Matter No: 0037619.000001

Total Fees	\$ 800.00
Total Expenses	\$ 48.00
Total Fees, Expenses and Charges for this Invoice	\$ 848.00
Total Current Billing on this Invoice	\$ 848.00
Balance Forward	\$ 0.00
Please Remit Total Balance Due on this Invoice	\$ 848.00

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 Number: 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): **WFBUS6S**
Please include invoice number as a reference when sending the wire:**21967013**

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 10/2023										
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 - 2023		2735	\$ 10,000.00	\$ 5,148.96	\$ 1,036.08	\$ 4,851.04	\$ -	0%	Hourly
2	Capital Improvement Plan Development			\$ 179,460.39	\$ 179,460.39	\$ -	\$ -	\$ -	0%	Lump Sum
3	Main Street Ped/Bike Improvements	T-2104		\$ 55,000.00	\$ 42,075.00	\$ -	\$ 12,925.00	\$ -	0%	Lump Sum
4	Pickney Trail Connection		2736	\$ 186,547.40	\$ 147,203.38	\$ 3,114.08	\$ 39,344.02	\$ 22,548.40	12%	Lump Sum
5	Urban Design Guidelines Support			\$ 29,400.00	\$ 18,526.21		\$ 10,873.79	\$ -	0%	Lump Sum
6	Sidewalk Assessment			\$ 23,000.00	\$ 23,000.00	\$ -	\$ -	\$ -	0%	Lump Sum
Total Invoice Summary				\$ 483,407.79	\$ 415,413.94	\$ 4,150.16	\$ 67,993.85	\$ 22,548.40	12%	



Gauge Engineering
11750 Katy Freeway, Suite 400
Houston, TX 77079

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

Invoice number 2735
Date 11/15/2023

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

Professional Services Provided Through October 31, 2023

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Remaining	Current Billed
ON-CALL ENGINEERING SERVICES	8,073.77	8,073.77	8,073.77	0.00	0.00
ON-CALL ENGINEERING - 2023	10,000.00	4,112.88	5,148.96	4,851.04	1,036.08
Total	18,073.77	12,186.65	13,222.73	4,851.04	1,036.08

Professional Fees

	Hours	Rate	Billed Amount
Director of Utility Services			
Lydia Mares	4.50	225.00	1,012.50

Reimbursables

	Date	Units	Rate	Billed Amount
2023 Mileage Rate				
Lydia Mares	10/25/2023	36.00	0.655	23.58

Invoice total **1,036.08**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
2735	11/15/2023	1,036.08	1,036.08				
	Total	1,036.08	1,036.08	0.00	0.00	0.00	0.00

I certify the above to be true and correct

Muhammad Ali, PE

Please note new mailing address

Please make checks payable to:
Gauge Engineering, LLC
11750 Katy Freeway, Suite 400
Houston, TX 77079

Gauge Engineering

11750 Katy Freeway, Suite 400

Houston, TX 77079



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

Invoice number 2736
 Date 11/15/2023

Project 1136 TO #4 - PINCKNEY TRAIL

Professional Services Provided Through October 31, 2023

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Design Phase 90%, Final						
General Plan Sheets	5,622.50	100.00	5,622.50	5,622.50	0.00	0.00
Storm Sewer Design	45,275.00	100.00	45,275.00	45,275.00	0.00	0.00
Trial Design	30,210.00	100.00	30,210.00	30,210.00	0.00	0.00
Proj Mgmt/Specs/Agencies & Team Coordination/Qualities/Misc	23,130.00	100.00	23,130.00	23,130.00	0.00	0.00
Quality Assurance/Quality Control	3,525.00	100.00	3,525.00	3,525.00	0.00	0.00
Subtotal	107,762.50	100.00	107,762.50	107,762.50	0.00	0.00
Subcontracted/Additional Engineering Services						
Topo Survey Update (Plan & Profile) - Kuo	12,109.90	100.00	12,109.90	12,109.90	0.00	0.00
Geotechnical Investigation Addendum - Aviles	1,760.00	100.00	1,760.00	1,760.00	0.00	0.00
Structural design - Retaining Wall Design - Kuo	11,550.00	100.00	8,662.50	11,550.00	0.00	2,887.50
Tree Inventory/Protection - CN Koehl	3,080.00	100.00	3,080.00	3,080.00	0.00	0.00
TDLR Inspection - Accessibility Check	1,100.00	100.00	1,100.00	1,100.00	0.00	0.00
Utility Coordination	10,070.00	94.25	9,264.40	9,490.98	579.02	226.58
Supplemental No. 2 - Requested Design Revisions	19,145.00	0.00	0.00	0.00	19,145.00	0.00
Subtotal	58,814.90	66.46	35,976.80	39,090.88	19,724.02	3,114.08
Expenses	350.00	100.00	350.00	350.00	0.00	0.00
Construction Phase Services	19,620.00	0.00	0.00	0.00	19,620.00	0.00
Total	186,547.40	78.91	144,089.30	147,203.38	39,344.02	3,114.08

Invoice total **3,114.08****Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
2736	11/15/2023	3,114.08	3,114.08				
	Total	3,114.08	3,114.08	0.00	0.00	0.00	0.00

I certify the above to be true and correct



Muhammad Ali, PE

Please note new mailing address

Please make checks payable to:
Gauge Engineering, LLC
11750 Katy Freeway, Suite 400
Houston, TX 77079



OFFICE OF THE COUNTY ENGINEER
DR. MILTON RAHMAN, P.E., PMP, CFM, ENV SP

October 26, 2023

Hardy/Near Northside Redevelopment Authority
C/o Bracewell LLP
711 Louisiana Street, Suite 2300
Houston, Texas 77002
Attention: Clark Lord and Mary Buzak

SUBJECT: Joint Participation Interlocal Agreement between Harris County and Hardy/Near Northside Redevelopment Authority for a design concept report for Hogan Street from IH-45 to IH-69 and all related appurtenances, located in Harris County, Precinct 2. (UPIN 24102MF31701)

Dear Mr. Lord and Ms. Buzak,

The subject Agreement was executed by the Commissioners' Court on September 19, 2023, and transmitted under separate cover. In accordance with the terms of the Agreement, a payment of \$181,000.00 is now due.

Therefore, per the attached invoice, please remit payment in the amount of \$181,000.00 in accordance with the terms of the invoice and notify me at Rafi.Omar@harriscountytexas.gov when the payment has been made. Banking information for electronic deposit is also attached.

If you have any questions or need additional information, please do not hesitate to call me at (713) 274-3254.

Sincerely,

Rafi Omar
Contract Specialist

Attachments

cc:

Commissioner Adrian Garcia, Pct. 2	Bashar Ahmed, HCED
Mike Lykes, Pct. 2	
Jose Jimenez, Pct. 2	
Tiko Reynolds-Hausman, Pct. 2	
Faustino Benavidez, Pct. 2	
Jorge Bustamante, Pct. 2	
Chris Saddler, Pct. 2	



INVOICE

Invoice No:
Invoice Date:
Page:

0000014842
10/25/23
1 of 1

Remit To:

Harris County Accounts Receivable – General
Dept 300
PO Box 4354
Houston, TX 77210-4354

Customer No:
Payment Terms:
Due Date:

0000010755
Immediate
10/25/23

Bill To:

HARDY/NEAR NORTHSIDE REDEVELOPMENT
AUTHO
C/O BRACEWELL LLP
ATTN: CLARK LORD
711 LOUISIANA ST STE 2300
HOUSTON TX 77002
United States

AMOUNT DUE: 181,000.00 USD

Amount Remitted

For billing questions, please call Accounts Receivable at
(832) 927-4550

Line	Description	Quantity	UOM	Unit Amt	Original
					Net Amount
1	Standard Fixed Price	1.00			181,000.00
	JOINT PARTICIPATION INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY FOR A DESIGN CONCEPT REPORT FOR HOGAN ST FROM IH- 45 TO IH-69 & ALL RELATED APPURTENANCES, LOCATED IN HARRIS COUNTY, PCT 2, UPIN 24102MF31701.				

Subtotal: 181,000.00

AMOUNT DUE: 181,000.00 USD

PLEASE MAKE PROMPT PAYMENT. ACCOUNTS NOT PAID IN FULL BY THE DUE DATE WILL BE REFERRED TO THE HARRIS COUNTY
ATTORNEY'S OFFICE FOR COLLECTIONS.

MICHAEL POST
HARRIS COUNTY AUDITOR
1001 Preston, Suite 800
Houston, Texas 77002
(832)927-4550

0000010755000001484200181000009

JOINT PARTICIPATION INTERLOCAL AGREEMENT

This Joint Participation Interlocal Agreement (“Agreement”) is entered into by and between **Harris County** (“County”) a body corporate and politic under the laws of the State of Texas, and **Hardy/Near Northside Redevelopment Authority** (“Authority”), a local government corporation created and organized under the provisions of Chapter 431 of the Texas Transportation Code acting on behalf of Reinvestment Zone Number Twenty-One, City of Houston, Texas (“TIRZ”), pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ch. 791.001, *et seq.* County and Authority may each be referred to herein individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, it is of mutual benefit to both Parties to complete a design concept report for Hogan Street from IH-45 to IH-69 (the “Report”), an area which is located within the boundaries of the TIRZ in Harris County Precinct Two and depicted in Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, both Parties desire to cooperate in accordance with the terms of this Agreement to jointly accomplish the funding and preparation of the Report; and

WHEREAS, both Parties agree that all funds used under this Agreement shall be from current fiscal funds.

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties agree as follows:

TERMS

Section 1. Responsibilities of the Parties

A. County’s Responsibilities

- (i) Upon execution of this Agreement by the Parties, the County shall provide an invoice to the Authority for the Authority Funding Share (as that term is hereinafter defined) in accordance with Section 2 of this Agreement.
- (ii) The County will provide or cause to be provided, engineering services and related support services necessary to prepare the Report.
- (iii) Upon completion of the Report, the County will submit the Report to the Authority for review and approval.

B. Authority’s Responsibilities

- (i) Upon execution of this Agreement, the Authority shall remit payment to the County for the Authority Funding Share (as that term is hereinafter defined) in accordance with Section 2 of this Agreement.
- (ii) Authority will review the Report provided by the County and provide its approval within ten (10) business days. Should the Authority desire to make changes to such Report, the Parties agree to meet and resolve all issues within ten (10) business days of the Authority’s receipt

of the Report in order to finalize an agreed upon Report. If the Authority does not provide a response on the Report within ten (10) business days from its receipt of the Report, then the Report submitted to the Authority will be deemed approved.

Section 2. Funding of the Report

Notwithstanding any provision in this Agreement to the contrary, the following provisions will apply to all payments made under this Agreement:

- A. The County agrees to provide funding for a portion of the cost necessary for the Report in an amount not to exceed \$181,000.00 ("County Funding Share") and the Authority agrees to provide funding for a portion of the cost necessary for the Report in an amount not to exceed \$181,000.00 ("Authority Funding Share") as described in Exhibit B attached hereto and incorporated herein by reference.
- B. The Authority agrees to remit the Authority Funding Share to the County within thirty (30) business days of receipt of the invoice therefor.
- C. The Parties agree that any costs necessary for the Report under this Agreement in excess of the County Funding Share and the Authority Funding Share may be funded by the Authority, subject to availability of then-current fiscal funds therefor.

Section 3. Term and Termination

- A. This Agreement shall commence upon final execution by both Parties (the "Effective Date") and shall remain in full force and effect until the completion of the Report and approval thereof by the Authority pursuant to Section 1.B.(ii) ("Term").
- B. This Agreement may be terminated by either Party at any time by mutual written consent of the Parties, or as otherwise provided under this Agreement.

Section 4. Miscellaneous

- A. Non-Assignability. The County and the Authority bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement. Neither the County nor the Authority shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other Party.
- B. Notice. Any notice required to be given under this Agreement ("Notice") shall be in writing and shall be duly served when it shall have been (a) personally delivered to the address below, (b) deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or the Authority at the following addresses:

Authority:	Hardy/Near Northside Redevelopment Authority
	c/o Bracewell LLP
	711 Louisiana Street, Suite 2300
	Houston, Texas 77002
	Attention: Clark Lord
	Email: clark.lord@bracewell.com

County: Harris County Engineering Department
1111 Fannin Street, 11th Floor
Houston, Texas 77002
Attention: Interagency Agreement Coordinator

Any Notice given by mail hereunder is deemed given upon deposit in the United States Mail and any Notice delivered in person shall be effective upon receipt.

Each Party shall have the right to change its respective address by giving at least fifteen (15) days' written notice of such change to the other Party.

Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

- C. Independent Parties. It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of the Authority for any purpose. The Authority, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of the County for any purposes. Neither Party has the authority to bind the other Party.
- D. No Third Party Beneficiaries. This Agreement shall be for the sole and exclusive benefit of the Parties and their legal successors and assigns. The County is not obligated or liable to any party other than the Authority for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to confer or create rights or remedies upon any third party, increase the rights or remedies of any third party, or the duties or responsibilities of County with respect to any third party.
- E. Waiver of Breach. No waiver or waivers of any breach or default (or any breaches or defaults) by either Party hereto of any term, covenant, condition, or liability hereunder, or the performance by either Party of any obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under and circumstances.
- F. No Personal Liability; No Waiver of Immunity.
- (1) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of either Party.
 - (2) The Parties agree that no provision of this Agreement extends either Party's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
 - (3) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by either Party of any right, defense, or

immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.

- G. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.
- H. No Binding Arbitration; Right to Jury Trial. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.
- I. Contract Construction.
- (1) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
 - (2) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
 - (3) When terms are used in the singular or plural, the meaning shall apply to both.
 - (4) When either the male or female gender is used, the meaning shall apply to both.
- J. Recitals. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.
- K. Entire Agreement; Modifications. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.
- L. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.
- M. Survival of Terms. Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.
- N. Multiple Counterparts/Execution. This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.
- O. Warranty. By execution of this Agreement, the Authority warrants that the duties accorded to the Authority in this Agreement are within the powers and authority of the Authority.

[EXECUTION PAGE FOLLOWS]

HARRIS COUNTY

DocuSigned by:
By: 
206C1B1FCB5A4DC...
Lina Hidalgo
County Judge

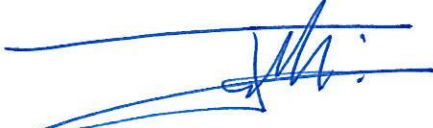
**HARDY/NEAR NORTHSIDE
REDEVELOPMENT AUTHORITY**

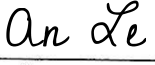
By: 
Ed Reyes
Board Chair

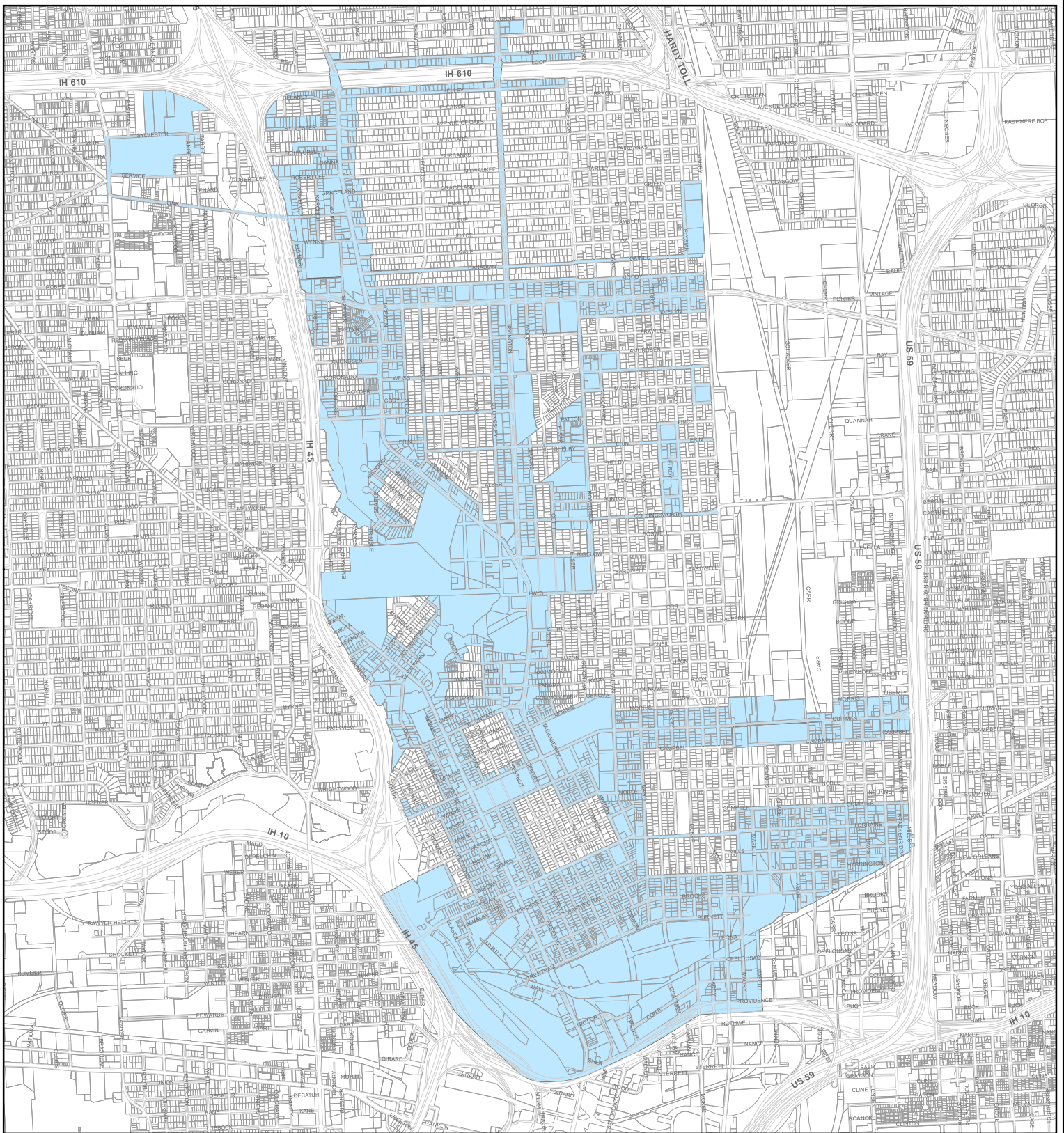
APPROVED AS TO FORM:

CHRISTIAN D. MENEFE
County Attorney

ATTEST

By: 
Secretary

By: 
An Le
Assistant County Attorney
CAO File No.: 23GEN1492

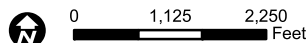


Legend

- Hardy/Near Northside
- HCAD Parcels
- Pavement

EXHIBIT A

City of Houston Hardy/Near Northside Zone As Enlarged



Source: COHGIS Data, HCAD, Economic Development

Date: November 2022
Reference: PJ25671_As_Enlarged

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**

EXHIBIT B	
Corridor Study - TIRZ 21 - Hogan St. From IH-45 to IH-69	
Precinct: 2	
Date: 06/09/2023	
Description	Estimated Cost (Estimate Used In Agreement)
Harris County Portion (Not to Exceed)	\$181,000.00
Redevelopment Authority Portion	\$181,000.00
Subtotal	\$362,000.00
Total Cost	\$362,000.00

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the County of Houston, Texas, on September 19, 2023, with all members present except Judge Hidalgo.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF A JOINT PARTICIPATION INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY FOR A DESIGN CONCEPT REPORT FOR HOGAN STREET FROM IH-45 TO IH-69 AND ALL RELATED APPURTENANCES IN HARRIS COUNTY PRECINCT 2

Commissioner Garcia introduced an order and moved that Commissioners Court adopt the order. Commissioner Briones seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain	
Judge Lina Hidalgo	☐	☐	☐	Presented to Commissioners Court September 19, 2023 Approve: G/B
Comm. Rodney Ellis	☒	☐	☐	
Comm. Adrian Garcia	☒	☐	☐	
Comm. Tom S. Ramsey, P.E.	☒	☐	☐	
Comm. Lesley Briones	☒	☐	☐	

Commissioner Ellis

~~The County Judge~~ thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED THAT:

1. The Harris County Judge is authorized to execute on behalf of Harris County the attached Joint Participation Interlocal Agreement between Harris County and Hardy/Near Northside Redevelopment Authority for a design concept report for Hogan Street from IH-45 to IH-69 and all related appurtenances in Harris County Precinct 2.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

Hogan St. From IH-45 to IH-69 DCR (Hardy/Near Northside Redevelopment Authority) UPIN 24102MF31701	
---	--

Authority Funding Share (Pursuant to Agreement)	\$181,000.00
---	--------------



8/19/2022

• • •

To Whom It May Concern,

Harris County has opened accounts with Cadence Bank. Please note electronic funds transfer instructions below.

ACH INSTRUCTIONS

Account Name: Treasurer of Harris County General / ARP

Account No: 4200008029

ABA Routing No: 062206295

DOMESTIC WIRE INSTRUCTIONS

Send To: Cadence Bank
Birmingham, AL
ABA# 0622-0629-5

FOR FINAL CREDIT TO (Beneficiary):

Account Name: Treasurer of Harris County General / ARP

Account No: 4200008029

Physical Address: 1001 Preston STE 500

Houston, TX 77002

****Please note special instructions are provided upon request for all international domestic and foreign currency wires.****

When sending via ACH Credit Payment, we prefer you send the file in **CTX format** (versus CCD or CCD+). If you have any questions related to this payment type, feel free to contact the Treasury Management Support Team at 713-871-3915 or harriscounty@cadencebank.com.

Sincerely,

Jessica S. Escamilla

Jessica S. Escamilla
Implementation Project Partner
Cadence Bank

1333 W. Loop South, Ste 1600
Houston, Texas 77027
800.329.0289



To: Hardy/Near Northside Redev Authority
Attn: Ralph DeLeon
c/o Bracewell LLP
711 Louisiana Street, Suite 2300
Houston, TX 7702-2770

Date: November 9, 2023
Invoice No: 197305
For Period: October
Project No: NNRT201
Project Manager: Michael Robinson

Project Near Northside Redev Authority - TO2 - UDG Ph 2

WORK PERFORMED:

Task 1: Streetscape Character; Meetings and Coordination.

Professional Services from October 1, 2023 to October 31, 2023

Fee

Total Fee Earned	50,000.00		
% Complete	35.00	Total Earned	17,500.00
		Previous Fee Billing	15,000.00
		Current Fee Billing	2,500.00
		Total Fee Earned	2,500.00
		Total Due this Invoice:	<u>\$2,500.00</u>

Remit to:
SWA Group
P.O. Box 5904
Sausalito, CA 94966

Please refer to our Invoice number and Project number when making payment.
A discount of 1% on current charges allowed if paid in full in thirty days.
A service charge will be assessed on all past due accounts.

PROJECT STATUS REPORT BY SWA

SCOPE: NEAR NORTHSIDE REDEVELOPMENT AUTHORITY –
URBAN DESIGN + LANDSCAPE ARCHITECTURE SERVICES

PROJECTS: TIRZ #21 CIP

DATE: November 29, 2023

CURRENT PROJECTS STATUS

1. ZONE URBAN DESIGN GUIDELINES (WO#1)

- Task 1: Board Workshop #1 – 100% Complete
- Task 2: Research – 100% Complete
- Task 3: Community Event #1 – 100% Complete
- Task 4: Board Workshop #2 – 100% Complete
- Task 5: Area Plans – 100% Complete
- Task 6: Area Guidelines – 100% Complete
- Task 7: Board Workshop #3 – 0% Complete
- Task 8: Final Guidelines – 95% Complete
- Task 9: Perspective View and Sidewalk Assessment (coordination with Gauge) – 95% Complete

2. ZONE URBAN DESIGN GUIDELINES – PHASE 2 (WO#2)

- Task 1: Streetscape Character: Cut Sheets – 50% Complete
- Task 2: Board Workshop – Urban Design Character and Cut Sheets Review – 0% Complete
- Task 3: Final Plans & Guidelines: Cut Sheets – 10% Complete

3. MISCELLANEOUS DRAWINGS & VISUALIZATION (WO#3)

- No Current Open Authorized Tasks

4. TREE PLANTING PHASE 2 (WO#4)

- Tree Planting Plans – 50% Complete

END OF REPORT



To: Hardy/Near Northside Redev Authority
Attn: Ralph DeLeon
c/o Bracewell LLP
711 Louisiana Street, Suite 2300
Houston, TX 7702-2770

Date: November 9, 2023
Invoice No: 197306
For Period: October
Project No: NNRT301
Project Manager: Michael Robinson

Project Near Northside Redev Authority - TO4 - Tree Planting Ph 2

WORK PERFORMED:
Draft Planting Plans; Meetings & Coordination.

Professional Services from October 1, 2023 to October 31, 2023

Fee

Total Fee Earned	5,500.00		
% Complete	50.00	Total Earned	2,750.00
		Previous Fee Billing	0.00
		Current Fee Billing	2,750.00
		Total Fee Earned	2,750.00
		Total Due this Invoice:	<u>\$2,750.00</u>

Remit to:
SWA Group
P.O. Box 5904
Sausalito, CA 94966

Please refer to our Invoice number and Project number when making payment.
A discount of 1% on current charges allowed if paid in full in thirty days.
A service charge will be assessed on all past due accounts.

Date: 11/19/2023
Invoice # Number 79

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 10/25/2022 thru 11/25/2023	Due Upon Receipt	
<i>Qty</i>	<i>Description</i>	<i>Unit Price</i>	<i>Line Total</i>
	BASIC SERVICES		\$4,000.00
Total			\$4,000.00

Make all checks payable to TIFWorks, LLC

Thank you for your business!

SINGLE SHEET OF PLAIN
COLORED PAPER



BURTON ACCOUNTING, P.L.L.C.
Certified Public Accountants

1281 Brittmoore Rd
Houston, T 77043

Phone 713-366-3111
Fax 281-597-0184

Date: 10/15/23 **Due Date:** Due upon receipt **Invoice:** 10908 **Amount:** 3,000.00

Hardy Near Northside RA - TIRZ 21
1125 Cypress Station Drive, Bldg H-4

Houston, T 77090

Beginning Balance	0.00
Invoices	3,000.00
Receipts	0.00
Adjustments	0.00
Service Charges	0.00
Amount Due	3,000.00

For professional services rendered as follows

Preparation of Agreed Upon Procedures report

Billed Amount 3,000.00

Invoice Total 3,000.00



www.mburtoncpa.com



info@mburtoncpa.com



Please return this portion with payment. Thank you for your prompt payment.

Invoice: 10908	Amount Due: 3,000.00	ID: 4316
Date 10/15/2023		Hardy Near Northside RA - TIRZ 21
Due Date Due upon receipt	Payment Amount:	281-416-8571

Please make checks payable to Burton Accounting, P.L.L.C., 1281 Brittmoore Rd, Houston, T 77043

A INANCE CHAR E O 18 PER YEAR, OR 1 1/2 PER MONTH, ILL BE CHAR ED ON ALL BALANCES O ER 30 DAYS OLD.



Date

Invoice #

9/30/2023

85031

Hardy Near Northside RA
1281 Brittmoore Rd
Houston, TX 77043

Total

\$6,000.00

Total Outstanding Balance \$6,000.00

BRACEWELL

Hardy/Near Northside Redevelopment Authority
c/o Burton Accounting P.L.L.C.
1281 Brittmoore Road
Houston, TX 77043

October 03, 2023
Invoice: 21965263
BA: 04674 Clark Stockton Lord

Our Matter: 0037619.000001 General Counsel
For Services Through September 30, 2023

<u>Date</u>	<u>Description</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
09/19/23	Handle financing issues; review and revise term sheets; teleconference J Consoli	Clark Stockton Lord	3.00	400.00	1,200.00
09/27/23	Prepare for and attend Board meeting; handle financing issues	Clark Stockton Lord	3.00	400.00	1,200.00
Total Fees					\$ 2,400.00

Summary of Fees

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Clark Stockton Lord	Partner	6.00	400.00	2,400.00
Total Summary of Fees		6.00		\$ 2,400.00

Total Fees, Expenses and Charges on This Invoice **\$ 2,400.00**

BRACEWELL

REMITTANCE PAGE

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

Invoice: 21965263

Matter No: 0037619.000001

Total Fees	\$ 2,400.00
Total Expenses	\$ 0.00
Total Fees, Expenses and Charges for this Invoice	\$ 2,400.00
Total Current Billing on this Invoice	\$ 2,400.00
Balance Forward	\$ 0.00
Please Remit Total Balance Due on this Invoice	\$ 2,400.00

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 Number: 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 invoice number as a reference when sending the wire:**21965263**

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 9/2023										
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 - 2023		2699	\$ 10,000.00	\$ 4,112.88	\$ 450.00	\$ 5,887.12	\$ -	0%	Hourly
2	Capital Improvement Plan Development			\$ 179,460.39	\$ 179,460.39	\$ -	\$ -	\$ -	0%	Lump Sum
3	Main Street Ped/Bike Improvements	T-2104		\$ 55,000.00	\$ 42,075.00	\$ -	\$ 12,925.00	\$ -	0%	Lump Sum
4	Pickney Trail Connection		2698	\$ 186,547.40	\$ 144,089.30	\$ 503.50	\$ 42,458.10	\$ 22,548.40	12%	Lump Sum
5	Urban Design Guidelines Support			\$ 29,400.00	\$ 18,526.21		\$ 10,873.79	\$ -	0%	Lump Sum
6	Sidewalk Assessment			\$ 23,000.00	\$ 23,000.00	\$ -	\$ -	\$ -	0%	Lump Sum
Total Invoice Summary				\$ 483,407.79	\$ 411,263.78	\$ 953.50	\$ 72,144.01	\$ 22,548.40	12%	



Gauge Engineering
11750 Katy Freeway, Suite 400
Houston, TX 77079

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

Invoice number 2698
Date 09/30/2023

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

Professional Services Provided Through September 30, 2023

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Remaining	Current Billed
ON-CALL ENGINEERING - 2023	10,000.00	3,662.88	4,112.88	5,887.12	450.00

Professional Fees

	Hours	Rate	Billed Amount
Director of Utility Services			
Lydia Mares	2.00	225.00	450.00
Invoice total			450.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
2698	09/30/2023	450.00	450.00				
	Total	450.00	450.00	0.00	0.00	0.00	0.00

I certify the above to be true and correct

Muhammad Ali, PE

Please note new mailing address

Please make checks payable to:
Gauge Engineering, LLC
11750 Katy Freeway, Suite 400
Houston, TX 77079

Gauge Engineering

11750 Katy Freeway, Suite 400
Houston, TX 77079



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

Invoice number 2699
Date 10/13/2023

Project 1136 TO #4 - PINCKNEY TRAIL

Professional Services Provided Through September 30, 2023

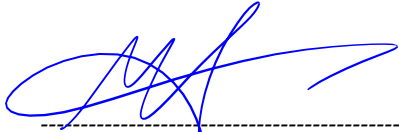
Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Design Phase 90%, Final						
General Plan Sheets	5,622.50	100.00	5,622.50	5,622.50	0.00	0.00
Storm Sewer Design	45,275.00	100.00	45,275.00	45,275.00	0.00	0.00
Trial Design	30,210.00	100.00	30,210.00	30,210.00	0.00	0.00
Proj Mgmt/Specs/Agencies & Team Coordination/Qualities/Misc	23,130.00	100.00	23,130.00	23,130.00	0.00	0.00
Quality Assurance/Quality Control	3,525.00	100.00	3,525.00	3,525.00	0.00	0.00
Subtotal	107,762.50	100.00	107,762.50	107,762.50	0.00	0.00
Subcontracted/Additional Engineering Services						
Topo Survey Update (Plan & Profile) - Kuo	12,109.90	100.00	12,109.90	12,109.90	0.00	0.00
Geotechnical Investigation Addendum - Aviles	1,760.00	100.00	1,760.00	1,760.00	0.00	0.00
Structural design - Retaining Wall Design - Kuo	11,550.00	75.00	8,662.50	8,662.50	2,887.50	0.00
Tree Inventory/Protection - CN Koehl	3,080.00	100.00	3,080.00	3,080.00	0.00	0.00
TDLR Inspection - Accessibility Check	1,100.00	100.00	1,100.00	1,100.00	0.00	0.00
Utility Coordination	10,070.00	92.00	8,760.90	9,264.40	805.60	503.50
Supplemental No. 2 - Requested Design Revisions	19,145.00	0.00	0.00	0.00	19,145.00	0.00
Subtotal	58,814.90	61.17	35,473.30	35,976.80	22,838.10	503.50
Expenses	350.00	100.00	350.00	350.00	0.00	0.00
Construction Phase Services	19,620.00	0.00	0.00	0.00	19,620.00	0.00
Total	186,547.40	77.24	143,585.80	144,089.30	42,458.10	503.50

Invoice total **503.50**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
2699	10/13/2023	503.50	503.50				
	Total	503.50	503.50	0.00	0.00	0.00	0.00

I certify the above to be true and correct



Muhammad Ali, PE

Please note new mailing address

Please make checks payable to:

Gauge Engineering, LLC
11750 Katy Freeway, Suite 400
Houston, TX 77079

TAB

FIVE



Hardy Near Northside RDA (TIRZ 21)
Indicative Term Sheet (RLOC)
October 12, 2023

**Hardy Near Northside RDA (TIRZ 21)
Indicative Term Sheet
October 12, 2023**

The following Preliminary Term Sheet is presented for Discussion Purposes Only. This Preliminary Term Sheet is delivered to you with the understanding that neither this presentation nor any of its terms and substance shall be disclosed, directly or indirectly, to any other person except: (a) to your employees, agents and advisors who are directly involved in the consideration of this matter; and (b) as disclosure may be compelled in a judicial or administrative proceeding or as otherwise required by law.

Borrower: Hardy Near Northside RDA (TIRZ 21) (“Borrower”)

Lender: Texas Capital Bank Community Development Corp. (“Lender”)

Facility: Up to \$700,000 Revolving Line of Credit (“Loan”)

Purpose: To provide funds for various capital improvement projects.

Maturity: Up to two (2) years from closing date.

Interest Rate: SOFR1M + 2.27% (Currently, 7.59%)

“SOFR” means Secured Overnight Financing Rate as administered by the [CME Group](#) (or a successor administrator) and published on the applicable [Term SOFR Benchmark](#) landing page of its website (or such other commercially available source providing such quotations as may be designated by the Lender from time to time). 1 Month Term SOFR as of 10/12/2023 is 5.32%.

A default interest rate equal to 2% per annum in excess of the rate otherwise applicable shall be payable on the past due amounts and all outstanding Principal upon the occurrence and during the continuance of any default (but not to exceed the maximum lawful rate).

Repayment Terms: Interest-only due monthly, with remaining Principal and accrued Interest due at maturity.

Collateral: The Loan is payable from a senior pledge of tax increment revenues derived from a continuing, direct annual ad valorem tax levied, on all taxable property located within the Hardy/Near Northside Zone in accordance with the applicable agreements with the taxing units. The Zone is described in City of Houston, Texas, Ordinance No 2003-1258. Near Northside Redevelopment Authority

(TIRZ 21) was created and organized as a local government corporation pursuant to provisions of Chapter 311 of the Texas Tax Code.

Upfront Fee: None

Unused Fee: 15 bps

Lender's Counsel: Jackson Walker, LLP
Hoang Vu, Partner
1401 McKinney Street, Suite 1900
Houston, Texas 77010
Email: hvu@jw.com | Phone: (713) 446-9667

Estimated legal fees: \$20,000

Financial Covenants: None

Reporting Requirements: Usual and customary for credit facilities of this type, to include, but not be limited to, the following:

- Annual audited financial statements, Top 10 Taxpayer Report, Certified Value Increment report, and approved Budget within 180 days of each fiscal year end.

Affirmative Covenants: Usual and customary for credit facilities of this type to include, but not limited to, maintenance of insurance, compliance with applicable laws, regulatory requirements.

Negative Covenants: Usual and customary for credit facilities of this type, to include, but not limited to the absence of a default.

Additional Debt: No additional debt without Lender's consent.

Developer Agreements: Borrower must notify Lender of new developer agreements in which case Texas Capital must maintain its senior lien position. Any request for Lender to be parity or subordinated must be approved by Lender.

Events of Default: Usual and customary for credit facilities of this type, to include, but not limited to, the following:

- Failure to pay principal, interest, or fees when due, and such failure continues for a period of five (5) days, other than any sum of money due at maturity, for which no grace period shall apply;
- Failure to comply with any of the terms and conditions of Financing Documents;
- Representations and warranties false in any material respect when made; and
- Bankruptcy, insolvency, ERISA, and judgment defaults

Conditions Precedent:

Usual and customary for credit facilities of this type, completed to the Lender's satisfaction prior to closing, to include, but not be limited to, the following:

- No undisclosed material adverse fluctuations in Borrower's financial condition after the most recent audit;
- Completion of all other diligence as Lender may require;
- Formal credit approval by Lender;
- Financing Documentation acceptable to Lender;
- Representations and warranties are true as of time of loan closing;
- Delivery of validity, enforceability, and tax opinions; and
- Other conditions precedent as the Lender may require

Expenses:

The Borrower shall reimburse Lender for all reasonable expenses including, but not limited to, legal fees, MAC fees, and any other due diligence expenses incurred in connection with the underwriting and/or closing of the facilities that the Lender reasonably requires.

Other Provisions:

Usual and customary provisions in the Financing Documentation including indemnification, waiver of jury trial, etc.

Governing Law:

Texas

Expiration:

This Indicative Term Sheet shall expire at 11:59PM CST on November 12, 2023, unless signed below and returned to Lender before such time. Otherwise, terms will need to be refreshed and reaffirmed after such date.

Texas Capital Bank looks forward to working with you to close the financing outlined herein. If you agree with the foregoing terms and conditions, please execute this Indicative Term Sheet and return a copy to Jelisa Williams (Jelisa.Williams@texascapitalbank.com) and Jason Consoli (Jason.Consoli@texascapitalbank.com).

HARDY NEAR NORTHSIDE RDA (TIRZ 21)

ACCEPTED AND AGREED ON: _____, 2023

By: _____

Name: _____

Title: _____

TEXAS CAPITAL BANK

Jelisa Williams
VP, Relationship Manager
Government, Nonprofit, & Institutions (“GNI”)

Jelisa Williams _____

This Term Sheet, along with all its contents herein, is not a commitment on behalf of Texas Capital Bank or any Lender, nor is it inclusive of all the terms and conditions necessary to evidence a final agreement between the parties. The credit Facility described in this Term Sheet are presented for Discussion Purposes only and have not been formally approved by Texas Capital Bank and are subject to change.

SINGLE SHEET OF PLAIN
COLORED PAPER



Hardy Near Northside RDA (TIRZ 21)
Indicative Term Sheet (Term Loan)
October 12, 2023

Hardy Near Northside RDA (TIRZ 21)
Indicative Term Sheet
October 12, 2023

The following Preliminary Term Sheet is presented for Discussion Purposes Only. This Preliminary Term Sheet is delivered to you with the understanding that neither this presentation nor any of its terms and substance shall be disclosed, directly or indirectly, to any other person except: (a) to your employees, agents and advisors who are directly involved in the consideration of this matter; and (b) as disclosure may be compelled in a judicial or administrative proceeding or as otherwise required by law.

Borrower: Hardy Near Northside RDA (TIRZ 21) (“Borrower”)

Lender: Texas Capital Bank Community Development Corp. (“Lender”)

Facility: Up to \$700,000 Term Loan (“Loan”)

Purpose: To provide funds for various capital improvement projects.

Maturity: Up to three (3) years from closing date.

Interest Rate: Borrower will have the option of:

- **Variable:** SOFR1M + 2.52% (Currently, 7.84%); or
- **Fixed:** 8.05% (Tax exempt pricing available upon request)

“SOFR” means Secured Overnight Financing Rate as administered by the [CME Group](#) (or a successor administrator) and published on the applicable [Term SOFR Benchmark](#) landing page of its website (or such other commercially available source providing such quotations as may be designated by the Lender from time to time). 1 Month Term SOFR as of 10/12/2023 is 5.32%.

A default interest rate equal to 2% per annum in excess of the rate otherwise applicable shall be payable on the past due amounts and all outstanding Principal upon the occurrence and during the continuance of any default (but not to exceed the maximum lawful rate).

Pricing based on Lender’s Cost of Funds and market conditions as of October 11, 2023, and is subject to change daily. The rates quoted above is a current indication of pricing that the Lender believes can be offered to the Borrower.

Repayment Terms:	Variable: Principal plus Interest due monthly, with remaining unpaid Principal and accrued Interest due at maturity, based on a 25-year amortization schedule. Fixed: Equal installments of Principal plus Interest due monthly, with remaining unpaid Principal and accrued Interest due at maturity, based on a 25-year amortization schedule.
Collateral:	The Loan is payable from a senior pledge of tax increment revenues derived from a continuing, direct annual ad valorem tax levied, on all taxable property located within the Hardy/Near Northside Zone in accordance with the applicable agreements with the taxing units. The Zone is described in City of Houston, Texas, Ordinance No 2003-1258. Near Northside Redevelopment Authority (TIRZ 21) was created and organized as a local government corporation pursuant to provisions of Chapter 311 of the Texas Tax Code.
Upfront Fee:	None
Unused Fee:	N/A
Prepayment Penalty:	Applicable to fixed rate pricing, credit facility is subject to a make whole provision. There is no prepayment penalty for the variable rate pricing.
Lender's Counsel:	Jackson Walker, LLP Hoang Vu, Partner 1401 McKinney Street, Suite 1900 Houston, Texas 77010 Email: hvu@jw.com Phone: (713) 446-9667 Estimated legal fees: \$20,000
Financial Covenants:	None
Reporting Requirements:	Usual and customary for credit facilities of this type, to include, but not be limited to, the following: • Annual audited financial statements, Top 10 Taxpayer Report, Certified Value Increment report, and approved Budget within 180 days of each fiscal year end.

Affirmative Covenants:	Usual and customary for credit facilities of this type to include, but not limited to, maintenance of insurance, compliance with applicable laws, regulatory requirements.
Negative Covenants:	Usual and customary for credit facilities of this type, to include, but not limited to the absence of a default.
	<u>Additional Debt:</u> No additional debt without Lender's consent.
	<u>Developer Agreements:</u> Borrower must notify Lender of new developer agreements in which case Texas Capital must maintain its senior lien position. Any request for Lender to be parity or subordinated must be approved by Lender.
Events of Default:	Usual and customary for credit facilities of this type, to include, but not limited to, the following: • Failure to pay principal, interest, or fees when due, and such failure continues for a period of five (5) days, other than any sum of money due at maturity, for which no grace period shall apply; • Failure to comply with any of the terms and conditions of Financing Documents; • Representations and warranties false in any material respect when made; and • Bankruptcy, insolvency, ERISA, and judgment defaults
Conditions Precedent:	Usual and customary for credit facilities of this type, completed to the Lender's satisfaction prior to closing, to include, but not be limited to, the following: • No undisclosed material adverse fluctuations in Borrower's financial condition after the most recent audit; • Completion of all other diligence as Lender may require; • Formal credit approval by Lender; • Financing Documentation acceptable to Lender; • Representations and warranties are true as of time of loan closing; • Delivery of validity, enforceability, and tax opinions; and • Other conditions precedent as the Lender may require
Expenses:	The Borrower shall reimburse Lender for all reasonable expenses including, but not limited to, legal fees, MAC fees, and any other due diligence expenses incurred in connection with the underwriting and/or closing of the facilities that the Lender reasonably requires.

Other Provisions: Usual and customary provisions in the Financing Documentation including indemnification, waiver of jury trial, etc.

Governing Law: Texas

Expiration: This Indicative Term Sheet shall expire at 11:59PM CST on November 12, 2023, unless signed below and returned to Lender before such time. Otherwise, terms will need to be refreshed and reaffirmed after such date.

Texas Capital Bank looks forward to working with you to close the financing outlined herein. If you agree with the foregoing terms and conditions, please execute this Indicative Term Sheet and return a copy to Jelisa Williams (Jelisa.Williams@texascapitalbank.com) and Jason Consoli (Jason.Consoli@texascapitalbank.com).

HARDY NEAR NORTHSIDE RDA (TIRZ 21)

ACCEPTED AND AGREED ON: _____, 2023

By: _____
Name: _____
Title: _____

TEXAS CAPITAL BANK

Jelisa Williams _____

Jelisa Williams
VP, Relationship Manager
Government, Nonprofit, & Institutions (“GNI”)

This Term Sheet, along with all its contents herein, is not a commitment on behalf of Texas Capital Bank or any Lender, nor is it inclusive of all the terms and conditions necessary to evidence a final agreement between the parties. The credit Facility described in this Term Sheet are presented for Discussion Purposes only and have not been formally approved by Texas Capital Bank and are subject to change.

TAB

SIX





Cyber Liability and Breach Response Declarations of Coverage 2023-2024 Fund Year

Member Name: Hardy/Near Northside RDA/TIRZ #21
Member ID: 6754
Effective Date: 12/01/2023
Anniversary Date: 12/01/2024

Liability coverage is provided on a claims made and reported basis and applies only to claims first made against a **Covered Party** during the **Coverage Period** or the Optional Extension Period (if applicable) and reported to the **Fund** in accordance with the terms of this coverage. Amounts incurred as claims expenses will reduce and may exhaust the limit of liability and are subject to retentions. Certain coverages require prior consent or approval. Each Tower aggregate limit is separate from any other Tower aggregate limit.

	Aggregate Limit	Retention
Tower 1: Data & Network and Media Aggregate Limit of Liability	\$1,000,000	
Data & Network Liability Aggregate Limit	\$1,000,000	\$0
Media Liability Aggregate Limit	\$1,000,000	\$0
Tower 2: Aggregate Limit of Liability & Coverage	\$100,000	
Business Interruption Loss Aggregate Sublimit	\$20,000	\$5,000*
*The retention shall be the greater of the amount of "Business Interruption Loss" during the 12 hour "waiting period" or the retention specified in the Declarations		
Cyber Extortion Aggregate Sublimit	\$25,000	\$0
Data Recovery Costs Aggregate Sublimit	\$20,000	\$0
Reputational Loss Aggregate Sublimit	\$5,000	\$0
Regulatory Defense and Penalties Aggregate Sublimit	\$25,000	\$0
Payment Card Liabilities & Costs Aggregate Sublimit	\$10,000	\$0
Fraudulent Instruction Aggregate Sublimit	\$25,000	\$2,500
Funds Transfer Fraud Aggregate Sublimit	\$25,000	\$2,500
Telephone Fraud Aggregate Sublimit	\$25,000	\$2,500
Criminal Reward Aggregate Sublimit	\$2,500	\$0
Tower 3: Breach Response Aggregate Limit of Coverage	\$100,000	
Breach Response Aggregate Limit	\$100,000	\$0
Billable Contribution:		\$350.00



Schedule of Applicable Documents

Member Name: Hardy/Near Northside RDA/TIRZ #21
Member ID: 6754
Coverage Period: 12/01/2023 to 12/01/2024 Shown As of 09/27/2023
Transaction Number: 0009828354

ID	Document Name	Revision Date
C100	Cyber Liability & Breach Response Declarations of Coverage	10/01/2023
X150	Schedule of Applicable Documents	06/01/2008
C500	Cyber Liability & Data Breach Response Coverage Document	10/01/2023



LIABILITY DECLARATIONS OF COVERAGE

Member Name: Hardy/Near Northside RDA/TIRZ #21
Member ID: 6754
Contract Type: Liability
Coverage Period: 12/01/2023 to 12/01/2024

GENERAL LIABILITY			
Limits of Liability	:	\$ 1,000,000	Each Occurrence
Sudden Events Involving Pollution	:	\$ 1,000,000	Each Occurrence
	:	\$ 2,000,000	Annual Aggregate
Deductible	:	\$ 0	Each Occurrence
Billable Contribution	:	\$ 600	Effective: 12/01/2023
			Anniversary: 12/01/2024

LAW ENFORCEMENT LIABILITY

**** Coverage Not Selected ****

ERRORS & OMISSIONS LIABILITY			
Limits of Liability	:	\$ 1,000,000	Each Wrongful Act
	:	\$ 2,000,000	Annual Aggregate
Deductible	:	\$ 1,000	Each Wrongful Act
Billable Contribution	:	\$ 1,011	Effective: 12/01/2023
			Anniversary: 12/01/2024
			Retroactive date: 11/20/2009

TOTAL CONTRIBUTION			
Total Billable Contribution	:	\$ 1,611	Contract Effective: 12/01/2023 Contract Anniversary: 12/01/2024

Coverage is continuous until cancelled. Contributions are subject to adjustment each year on the anniversary date based on updated exposure information and changes in rating.



AUTOMOBILE DECLARATIONS OF COVERAGE

Member Name: Hardy/Near Northside RDA/TIRZ #21
Member ID: 6754
Contract Type: Liability
Coverage Period: 12/01/2023 to 12/01/2024

AUTOMOBILE LIABILITY

Limits of Liability	:	\$	1,000,000	Each Occurrence
Medical Payments Limit	:	\$	25,000	Each person
Deductible	:	\$	0	Each Occurrence
Billable Contribution	:	\$	515	Effective : 12/01/2023 Anniversary : 12/01/2024

AUTOMOBILE PHYSICAL DAMAGE

**** Coverage Not Selected ****

AUTOMOBILE CATASTROPHE

**** Coverage Not Selected ****

TOTAL CONTRIBUTION

Total Billable Contribution	:	\$	515	Contract Effective: 12/01/2023 Contract Anniversary: 12/01/2024
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Coverage is continuous until cancelled. Contributions are subject to adjustment each year on the anniversary date based on updated exposure information and changes in rating.

* Automobile Physical Damage Each Occurrence Deductible does not apply to hail.

Important Notice – Liability Coverage

Please include information below for any items that will be added to Member operations during the upcoming year **or** are currently in place **but not shown** on either the previous listing of exposures or the current Liability Schedule.

The operations shown below are **excluded** from Liability Coverage if not reported. Please enter the projected exposure information for all that apply.

<i>Description</i>	<i>Projected Exposure</i>
♦ Amusement Parks - Total Revenue _____ <i>Note: This includes facilities with motor-driven rides or amusements, including water parks.</i>	
♦ Amusement Devices <u>not</u> associated with an Amusement Park - Provide Description: _____ <i>Note: This includes mechanical amusements such as trains, roller coasters, etc.</i>	
♦ Dams or Water Reservoirs - Total Acre Feet Capacity _____	
♦ Day Care Operations - Average Daily Attendance _____ <i>Other than temporary recreation programs</i>	Operated by Member _____ Leased to Operator _____
♦ Electric Utility Operations - Annual Electric Utility Payroll Excluding Clerical _____	
♦ Gas Utility Operations - Annual Gas Utility Payroll Excluding Clerical _____	
♦ Nursing Homes - Number of Facilities _____	
♦ Water or Sewage Treatment Facilities _____	Yes No _____
♦ Skateboard Facilities - Number of Facilities _____	
♦ Wharves, piers, docks or other boat/vessel facilities - Total Revenue _____	

Law Enforcement Liability: If you have added any of the following personnel not shown on the previous listing of exposures, please update the information below:

♦ Police Officers - Total Number	Full Time _____	Part Time _____
♦ Police Reserves - Total Number	Full Time _____	Part Time _____
♦ Police Clerical - Total Number	Full Time _____	Part Time _____
♦ Jails, Holding Facilities or Prisons Used to detain those under legal process	Square Feet (Area of all holding facilities)	_____
♦ Animals (Dogs or Horses)	Number	_____
♦ New or expanded Citizens on Patrol Program	Number of Participants	_____



Schedule of Applicable Documents

Member Name: Hardy/Near Northside RDA/TIRZ #21
Member ID: 6754
Coverage Period: 12/01/2023 to 12/01/2024 Shown As of 09/27/2023
Transaction Number: 0009900623

ID	Document Name	Revision Date
L201	Liability Declarations of Coverage	03/11/2004
L209	Automobile Declarations of Coverage	06/08/2006
X150	Schedule of Applicable Documents	06/01/2008
L105	Liability Schedule	01/02/2007
EL237	Prior Acts Coverage (entities without previous coverage)	08/31/2004
EL260	Liability Fund Concurrent Effective Date	10/31/2001
EL268	Hired & Nonowned Automobiles - Limitation of Coverage	11/06/2003
EL287	Hired Automobiles – Auto Physical Damage	04/29/2014
L200	Liability Coverage Document	10/01/2022



Liability Schedule

Member Name: Hardy/Near Northside RDA/TIRZ #21
Member ID: 6754
Contract Type: Liability
Coverage Period: 12/01/2023 to 12/01/2024
Population:

General Liability Line

Class Code	Classification Description	Reported Exposure
44101S	Special District (2,501-250,000 Pop.) - Budget	32,392

Errors and Omissions Liability Line

Class Code	Classification Description	Reported Exposure
00018	E & O Liability - All Other	221

Notes Applicable to Fireworks and Special Events:

Sponsored Only: The actual operation or display is performed by independent contractors.

Primary Coverage: The actual operation or display is performed by your own employees or volunteers.

PRIOR ACTS COVERAGE

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverage shown below:

ERRORS & OMISSIONS LIABILITY

Member Name : Hardy/Near Northside RDA/TIRZ #21
Member ID : 6754
Effective Date : 12/01/2023

In accordance with Section V RETROACTIVE DATE, coverage is extended to apply to **wrongful acts** which occurred on or after the Retroactive Date of 11/20/2009, but before 12/01/2009, the initial effective date of uninterrupted Errors & Omissions Liability Coverage. The retroactive coverage provided by this endorsement does not apply to **wrongful acts** which, at the time of the initial coverage effective date shown above, were known to the **member** and likely to give rise to a **claim**.

Coverage provided by this endorsement shall be considered excess over any other valid and collectible insurance.

LIABILITY FUND CONCURRENT EFFECTIVE DATE

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverage shown below:

Member Name : Hardy/Near Northside RDA/TIRZ #21
Member ID : 6754
Effective Date : 12/01/2023

This declaration page has been issued with a term other than the Fund Year (10-01 to 10-01) as defined in the Interlocal Agreement.

At the end of this term the Declarations of Coverage may be extended to the next 10-01 Fund Year date at the same rates as provided in this document, or lower, should the Fund Board of Directors approve a rate reduction.

Thereafter your Declarations of Coverage will have the same annual coverage dates as the Fund Year (10-01 to 10-01) at the rates in effect at that time.

HIRED & NONOWNED AUTOMOBILES – LIMITATION OF COVERAGE

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverage shown below:

AUTOMOBILE LIABILITY COVERAGE

Member Name : Hardy/Near Northside RDA/TIRZ #21
Member ID : 6754
Effective Date : 12/01/2023

It is agreed that coverage applies only to **bodily injury** or **property damage** arising out of the operation, use, loading or unloading or maintenance of **hired automobiles** and **non-owned automobiles**.

HIRED AUTOMOBILES – AUTO PHYSICAL DAMAGE

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverage shown below:

AUTOMOBILE LIABILITY

Member Name : Hardy/Near Northside RDA/TIRZ #21
Member ID : 6754
Effective Date : 12/01/2023

Hired Automobiles covered under the Automobile Liability coverage shall also be covered under the Automobile Physical Damage coverage, subject to a deductible of \$500 per occurrence.



General Liability Limit & Deductible Options

Member Name: Hardy/Near Northside RDA/TIRZ #21
 Member ID: 6754
 Contract Type: Liability
 Coverage Period: 12/01/2023 to 12/01/2024

Limit Each Occurrence	Deductible per Occurrence									
	\$0	\$500	\$1,000	\$2,500	\$5,000	\$10,000	\$25,000	\$50,000		
\$300,000	\$495	\$469	\$453	\$424	\$393	\$352	\$286	\$227		
\$500,000	\$545	\$519	\$503	\$474	\$443	\$402	\$336	\$277		
\$1,000,000	\$595	\$569	\$553	\$524	\$493	\$452	\$386	\$327		
\$2,000,000	\$645	\$619	\$603	\$574	\$543	\$502	\$436	\$377		
\$3,000,000	\$695	\$669	\$653	\$624	\$593	\$552	\$486	\$427		
\$5,000,000	\$795	\$769	\$753	\$724	\$693	\$652	\$586	\$527		
\$10,000,000	\$1,045	\$1,019	\$1,003	\$974	\$943	\$902	\$836	\$777		

Limit shown is each occurrence. Unless otherwise noted, annual aggregate limit is twice the each occurrence limit except limits over 5 million. 10 million aggregate applies to all occurrence limits over 5 million. Contributions represented on the grid are annual contributions. Estimates based on simple proration for other than an annual term may vary from actual calculated contributions due to rounding.



Errors & Omissions Liability Limit & Deductible Options

Member Name: Hardy/Near Northside RDA/TIRZ #21
 Member ID: 6754
 Contract Type: Liability
 Coverage Period: 12/01/2023 to 12/01/2024

Limit Each Occurrence	Deductible per Occurrence						
	\$1,000	\$2,500	\$5,000	\$10,000	\$25,000	\$50,000	\$100,000
\$300,000	\$711	\$671	\$624	\$561	\$451	\$353	\$249
\$500,000	\$861	\$821	\$774	\$711	\$601	\$503	\$399
\$1,000,000	\$1,011	\$971	\$924	\$861	\$751	\$653	\$549
\$2,000,000	\$1,161	\$1,121	\$1,074	\$1,011	\$901	\$803	\$699
\$3,000,000	\$1,311	\$1,271	\$1,224	\$1,161	\$1,051	\$953	\$849
\$5,000,000	\$1,611	\$1,571	\$1,524	\$1,461	\$1,351	\$1,253	\$1,149
\$10,000,000	\$2,361	\$2,321	\$2,274	\$2,211	\$2,101	\$2,003	\$1,899

Limit shown is each wrongful act. Unless otherwise noted, annual aggregate limit is twice the each wrongful act limit except limits over 5 million. 10 million aggregate limit applies to all wrongful act limits over 5 million. Contributions represented on the grid are annual contributions. Estimates based on simple proration for other than an annual term may vary from actual calculated contributions due to rounding.



Automobile Hired & Non-Owned Limit & Deductible Options

Member Name:
Member ID:
Contract Type:
Coverage Period:

Hardy/Near Northside RDA/TIRZ #21
6754
Liability
12/01/2023 to 12/01/2024

Limit Each Occurrence	Deductible per Occurrence					
	\$0	\$1,000	\$2,500	\$5,000	\$10,000	\$25,000
\$300,000	\$495	\$451	\$421	\$389	\$348	\$281
\$500,000	\$510	\$466	\$436	\$404	\$363	\$296
\$1,000,000	\$515	\$471	\$441	\$409	\$368	\$301
\$2,000,000	\$530	\$486	\$456	\$424	\$383	\$316

Contributions represented on the grid are annual contributions. Estimates based on simple proration for other than an annual term may vary from actual calculated contributions due to rounding.

TAB

SEVEN

**HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY
TIRZ NUMBER TWENTY-ONE, CITY OF HOUSTON, TEXAS
CALENDAR YEAR 2024**

Calendar Year 2024	Board Meeting Date	Infrastructure Committee	Parks Committee
JANUARY	Wednesday, 24 th	Friday, 19 th	
FEBRUARY	Break	Friday, 16 th	Friday, 9 th
MARCH	Wednesday, 27 th	Friday, 15 th	
APRIL	Break	Friday, 19 th	Friday, 12 th
MAY	Wednesday, 22 nd	Friday, 17 th	
JUNE	Wednesday, 26 th	Friday, 21 st	Friday, 14 th
JULY	Break	Friday, 19 th	
AUGUST	Break	Friday, 16 th	Friday, 9 th
SEPTEMBER	Wednesday, 25 th	Friday, 20 th	
OCTOBER	Wednesday, 23 rd	Friday, 18 th	Friday, 11 th
NOVEMBER	Wednesday, 20 th	Friday, 15 th	
DECEMBER	Break	Friday, 20 th	Friday, 13 th

- Board of Directors meetings will be held on the fourth Wednesday of the Month at 9:00 a.m. at 218 Joyce Street, Houston, Texas 77009.
- Infrastructure Committee meetings are typically held on the third Friday of the Month at 3:00 p.m., in person at the RDL Architects, 800 Sampson Street, Unit 4, Houston, Texas 77003.
- Parks Committee are typically held on the second Friday of every other month at 3:00 p.m., in person at the RDL Architects, 800 Sampson Street, Unit 4, Houston, Texas 77003.

TAB

EIGHT

MD ANDERSON YMCA REBUILD

TIRZ-21 INFRASTRUCTURE MEETING

OCTOBER 20, 2023

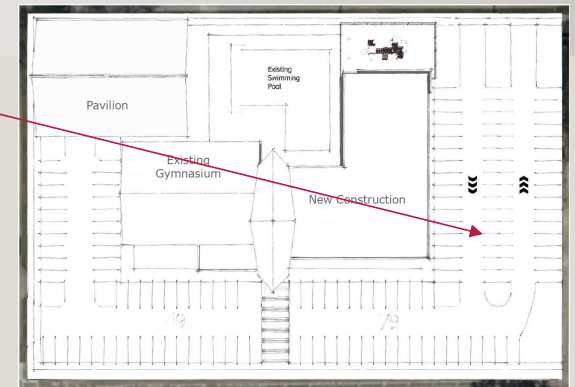
DIEGO ARIAS / MDA YMCA REBUILD TASK FORCE (RTF) CHAIR

DIANA LERMA-PFEIFER / ADVISORY & RTF BOARD MEMBER

BACKGROUND

- On 5/30/23, a preliminary design for the MDA YMCA rebuild was presented. The design approach shared involved starting with the vision, which architects would design to once defined. The design process was communicated to be iterative, with inputs from the board requested.
- Initial design drivers included:
 - \$16-18M budget
 - 2 floors plus basement with possible roof top amenities
 - Lose grass field to building space and asphalt parking lot
 - An estimated 138 parking spots minimum would be needed
- Our community is growing, and so are issues with traffic and homelessness. Our YMCA is essential in dealing with these challenges by providing a variety of programs and services, and by being the safe place in our community for our kids and families.
- Youth programs like Girls On The Run (GOTR), Youth soccer & basketball, annual Easter Egg hunt, / Fall Festival / and Posada, Dynamo clinics & more in work (TIRR adaptive sports, etc.); Services like tax help, computer basics, etc.

Old concept design. The new one will be presented in Nov and will keep the field



SUMMARY

- The Greater YMCA has committed to rebuilding the MDA YMCA, but no money is available due to debt incurred from not having a capital campaign associated with previous rebuilds
- However, the Greater YMCA has put resources to preliminary concept design, fundraising, working with the community to understand needs, and finding partnerships to invest in the growth and health of the community
 - Some examples: Sylvia Garcia's FY24 Community Project earmark fund, many private donors, several other city/state agencies as well as local organizations that share similar goals and communities such as ours
- Investing in our community Y is a contribution that enables the existence of a facility with resources for programs and services that members and non-members can safely enjoy and experience

REQUEST

- Partnerships will be key to a successful build. As TIRZ-21 is in our district, we would like to understand the process and probability of TIRZ-21 assisting us with infrastructure development related to exterior expenses associated with proper lighting, visual aesthetics, and installing updated sidewalks that would meet the newest ADA standards.
- These cost savings could in turn create more room in the overall build budget for greater experience related to services for our members, for example a state-of-the-art Maker space for our youth, or a heated pool to accommodate an expanded aquatic schedule.
- Its our belief that these enhancements would create opportunity for a larger membership base, which in turn increases our profitability, which in turn provides greater tax incremental dollars back to the TIRZ.