

HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY

JOINT MEETING OF THE BOARDS OF DIRECTORS

JANUARY 24, 2022

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 **January 24, 2022**, at 9:00 a.m., at 218 Joyce Street, Houston, Texas 77009, and is open to the public, 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.
3. Approve Minutes from last meeting.
4. Financial and bookkeeping matters, including Financial Report including payment of bills.
5. Texas Capital Bank Governmental, Not-For-Profit & Institutional Account.
6. Joint Participation Agreement by and between Harris County, Texas and Hardy/Near Northside Redevelopment Authority, related to Partnership Project Matching Grant for Pinckney Street Trail Connection Project.
7. Resolution Regarding Required Development Agreement Provisions.
8. Term Sheet – MP White Oak Apartments, LLC Agreement:
 - a. Letter to Developer MP White Oak Apartments, LLC.
9. 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. Infrastructure Committee Report – Director Bustamante & Gauge Engineering,
 - b. Parks Committee Report – Director Ortiz and SWA Group,
 - c. Major Thoroughfare Amendment Application – Director Large & Administrator.
 - d. Hybrid Board Meeting, Avenue Community Development Corporation & Greater Near Northside Management District Conference Rooms – Chairman.
 - e. DBA – General Counsel,
10. 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.
11. Reconvene in Open Session and authorize appropriate action regarding economic development negotiations.
12. Discuss meeting schedule including date and time of next meeting for **March, 28, 2021, at 9:00 a.m.**
13. Adjourn.



Ralph De Leon
Administrator for the Zone

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

TAB

THREE

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

October 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 25th day of October 2021, 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 Cavazos and Bustamante were present, thus constituting a quorum.

Also present were Brian Jackson of the City of Houston; Ralph De Leon of TIFWorks LLC; Clark Lord of Bracewell LLP; Derek St. John of Gauge Engineering; Michael Robinson of the SWA Group; Carlos Sanchez of the Near Northside Management District; Linda Trevino, Rachael Die, Luis Garcia, and Amma Cobbirah of Houston METRO (“METRO”); Rachel Massey, Mariah Najmuddin and Thomas Mumford of Holloway Environmental + Communications (“Holloway”); Bin Wang, Katherine Cheng, and Sina Raouf of WSP Global (“WSP”). There were no members of the public that were present.

- 1. Establish quorum and call to order.** Director Reyes performed a roll call and noted that a quorum was present. He called the meeting to order at 9:01 a.m.
- 2. Public Comments.** There were no public comments.
- 3. Approve Minutes from last meeting.** The Board considered approval of the minutes of September 20, 2021. Following discussion, upon a motion made by Director Large, and seconded by Director Quiles and approval of the Minutes were passed by unanimous vote.
- 4. Financial and bookkeeping matters, Financial Report and payment of bills including:**
 - a. Ratify Fiscal Year 2022 Budget Ordinance.**

Mr. De Leon reviewed current Invoices and reported the City had adopted the Fiscal Year 2021 Budget of the Authority and Fiscal Years 2021 thru 2016 Capital Improvement Budget of the Zone and changes had been made to the documents originally adopted by

the Authority and submitted to the City. Mr. De Leon subsequently asked the Board to ratify the final version of the two Budgets as adopted by the City. After review and discussion Director Ortiz motioned to approve payment of current invoices and ratify the final Budgets as adopted by the City, and which was seconded by Director Large and which passed by unanimous vote.

5. **Supplement No. 1: Exhibit A Agreement by and between Hardy Near/Northside Redevelopment Authority and TIFWORKS, LLC.** Mr. De Leon reviewed an expanded and more comprehensive level of effort needed to administer the Authority and the Zone. After review and discussion Director Ortiz motioned to adopt Supplement No. 1 to Exhibit A, which was seconded by Director Zamarripa, and which passed by unanimous vote.

6. **Gauge Engineering Task Order No. 6: Proposal for Support – Urban Design Guidelines.** Mr. De Leon provided an overview of Task Order No. 6 for Gauge Engineering which provided for engineering support for the Authority’s on-going Place Making Effort. Additionally, Mr. De Leon reported that the fees associated with Task Order No. 6 had been previously authorized by the Gauge Engineering Task Order No. 2, since Amended, and were being reallocated to Task Order No. 6. After review and discussion Director Quiles motioned to adopt Task Order No. 6, which was seconded by Director Large, and which passed by unanimous vote.

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. **Infrastructure Committee Report – Director Bustamante,**
 - i. **Harris County Interlocal Agreement related to the Pickney Trail Project.**

Mr. De Leon reported that the Harris County Attorney is currently working on a draft Inter-Local Agreement related to the Pickney Trail Project, between Harris County Precinct 2 and the Authority, and staff is expected to bring the Agreement forward at the November Board meeting.
 - b. **Parks Committee Report – Director Ortiz,**

Director Ortiz reported the first of three community workshops related to the Place Making effort will occur in November. Director Ortiz further reported the workshops were needed to ensure public input into the process.
 - c. **Attorney’s Report – DBA,**

Mr. Lord provided an overview related to the process of changing the name of the entity. After review and discussion Director Reyes asked the Board to consider options for a new name for the entity and for item to be discussed further at the November Board meeting.

8. **Fiscal Year 2022 Board and Committee Meeting Calendar.** Mr. De Leon provided an overview of the 2022 Calendar for various Board Meetings and Committee meetings of the Zone and the Authority. No action was taken.

- 9. Presentation: METRO Inner Katy Project.** METRO staff in conjunction with representatives from WSP and Holloway presented a comprehensive presentation related to planned public transit improvement between the 610 west and downtown. No action was taken.
- 10. Discuss meeting schedule including date and time of next meeting for November 22, 2021, at 9:00 a.m.** Director Reyes reported the Board will meet in November.
- 11. Convene in Executive Session pursuant to section 551.087, Texas Government Code, to discuss economic development matters of the Zone.** The Board convened into Executive Session at 9:36 a.m. to discuss affordable housing matters.
- 12. Reconvene in Open Session and authorize appropriate action regarding economic development negotiations.** The Board adjourned from Executive Session at 10:47 a.m. and reconvened into open Session.
- 13. Adjourn.** After discussion, Director Ortiz moved to adjourn the meeting at 10:50 a.m., which was seconded by Director Quiles and passed by unanimous vote.

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

Secretary

TAB

FOUR

1:03 AM

01/19/22

HARDY/NEAR NORTHSIDE TIRZ # 21

Unpaid Bills Detail

As of January 19, 2022

Type	Date	Num	Memo	Open Balance
Bracewell LLP				
Bill	12/31/2021	21924996	General Legal through December 31, 2021	2,700.00
Total Bracewell LLP				2,700.00
Gauge Engineering LLC				
Bill	01/17/2022	1727	Capital Improvement Plan Development through 1.14.22	2,940.00
Bill	01/17/2022	1724	Main Street Ped/Bike Improvements through 1.14.22	825.00
Bill	01/17/2022	1725	Pickney Trail Connection through 1.14.22	63,295.53
Bill	01/17/2022	1726	Urban Design Guideline Suppor through 1.14.22	2,296.30
Total Gauge Engineering LLC				69,356.83
SWA Group				
Bill	12/31/2021	188389	Task 4 & 5 -Board workshop & Area plans \$100,000	3,000.00
Total SWA Group				3,000.00
Texas Municipal League Intergovernmental				
Bill	12/01/2021	6754-21/22	General Liability Insurance FY20-21	1,248.52
Total Texas Municipal League Intergovernmental				1,248.52
The Morton Accounting Services				
Bill	12/31/2021	2280	CPA Services and Invest. Officer Nov and Dec 2021	2,410.00
Total The Morton Accounting Services				2,410.00
TIFWorks, LLC				
Bill	01/19/2022	57	General Consulting Services December 19 through January 19, 2021	4,000.00
Total TIFWorks, LLC				4,000.00
TOTAL				82,715.35

BRACEWELL

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

January 06, 2022
Invoice: 21924996
BA: 04674 Clark Stockton Lord

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

<u>Date</u>	<u>Description</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
12/02/21	Review draft resolution re: DPC requirements for development agreements; draft email to R De Leon regarding same; review and revise ILA with Harris County regarding Pinckney trail project	Mary Buzak	2.50	400.00	1,000.00
12/06/21	Revise ILA with Harris County regarding Pinckney trail project; draft email to R De Leon regarding same	Mary Buzak	1.25	400.00	500.00
12/07/21	Draft resolution regarding required development agreement provisions	Mary Buzak	0.50	400.00	200.00
12/30/21	Revise Pinckney Trail ILA; draft email to R De Leon regarding same; draft term sheet for White Oak Apartments; draft email to R De Leon regarding same	Mary Buzak	2.50	400.00	1,000.00
Total Fees					\$ 2,700.00

Summary of Fees

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Mary Buzak	Counsel	6.75	400.00	2,700.00
Total Summary of Fees		6.75		\$ 2,700.00

Total Fees, Expenses and Charges on This Invoice **\$ 2,700.00**

BRACEWELL

REMITTANCE PAGE

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

Invoice: 21924996

Matter No: 0037619.000001

Total Fees	\$ 2,700.00
Total Expenses	\$ 0.00
Total Fees, Expenses and Charges for this Invoice	\$ 2,700.00
Total Current Billing on this Invoice	\$ 2,700.00
Balance Forward	\$ 2,300.00
Please Remit Total Balance Due on this Invoice	\$ 5,000.00

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:**21924996**

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 1/2022										
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	-		\$ 10,000.00	\$ 2,887.50	\$ -	\$ 7,112.50	\$ -	0%	Hourly
2	Capital Improvement Plan Development	-	1727	\$ 179,460.39	\$ 179,460.39	\$ 2,940.00	\$ -	\$ -	0%	Lump Sum
3	Main Street Ped/Bike Improvements	T-2104	1724	\$ 55,000.00	\$ 42,075.00	\$ 825.00	\$ 12,925.00	\$ -	0%	Lump Sum
4	Pinckney Trail Connection		1725	\$ 157,332.40	\$ 69,556.53	\$ 63,295.53	\$ 87,775.87	\$ 1,600.00	1%	Lump Sum
5	Urban Design Guidelines Support		1726	\$ 25,950.00	\$ 3,041.80	\$ 2,296.30	\$ 22,908.20	\$ -	0%	Lump Sum
Total Invoice Summary				\$ 427,742.79	\$ 297,021.22	\$ 69,356.83	\$ 130,721.57	\$ 1,600.00	1%	

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 1727
Date 01/17/2022

Project 1082 TO #2 - TIRZ 21 - CIP

Professional Services Provided Through January 14, 2022

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Drainage Analysis	106,015.25	100.00	106,015.25	106,015.25	0.00	0.00
Mgmt & QA/QC	11,932.50	100.00	11,932.50	11,932.50	0.00	0.00
Mobility Analysis	31,867.00	100.00	31,867.00	31,867.00	0.00	0.00
Expenses	245.64	100.00	245.64	245.64	0.00	0.00
Amendment 1	29,400.00	100.00	26,460.00	29,400.00	0.00	2,940.00
Total	179,460.39	100.00	176,520.39	179,460.39	0.00	2,940.00

Invoice total **2,940.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
1727	01/17/2022	2,940.00	2,940.00				
	Total	2,940.00	2,940.00	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

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 1724
Date 01/17/2022

Project 1083 TO #3 - MAIN STREET TECH MEMO

Professional Services Provided Through January 14, 2022

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Preliminary Engineering	55,000.00	76.50	41,250.00	42,075.00	12,925.00	825.00
Total	55,000.00	76.50	41,250.00	42,075.00	12,925.00	825.00

Invoice total **825.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
1724	01/17/2022	825.00	825.00				
	Total	825.00	825.00	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

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 1725
 Date 01/17/2022

Project 1136 PINCKNEY TRIAL CONNECTION

Professional Services Provided Through January 14, 2022

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Design Phase 90%, Final						
General Plan Sheets	5,622.50	89.00	0.00	5,004.03	618.47	5,004.03
Storm Sewer Design	40,275.00	71.00	4,430.25	28,595.25	11,679.75	24,165.00
Trial Design	30,210.00	66.50	0.00	20,089.65	10,120.35	20,089.65
Proj Mgmt/Specs/Agencies & Team Coordination/Qualities/Misc	23,130.00	52.00	0.00	12,027.60	11,102.40	12,027.60
Quality Assurance/Quality Control	3,525.00	64.00	246.75	2,256.00	1,269.00	2,009.25
Subtotal	102,762.50	66.15	4,677.00	67,972.53	34,789.97	63,295.53
Subcontracted/Additional Engineering Services						
Topo Survey Update (Plan & Profile) - Kuo	12,109.90	0.00	0.00	0.00	12,109.90	0.00
Geotechnical Investigation Addendum - Aviles	1,760.00	90.00	1,584.00	1,584.00	176.00	0.00
Structural design - Retaining Wall Design - Kuo	11,550.00	0.00	0.00	0.00	11,550.00	0.00
Tree Inventory/Protection - CN Koehl	3,080.00	0.00	0.00	0.00	3,080.00	0.00
TDLR Inspection - Accessibility Check	1,100.00	0.00	0.00	0.00	1,100.00	0.00
Subtotal	29,599.90	5.35	1,584.00	1,584.00	28,015.90	0.00
Expenses	5,350.00	0.00	0.00	0.00	5,350.00	0.00
Construction Phase Services	19,620.00	0.00	0.00	0.00	19,620.00	0.00
Total	157,332.40	44.21	6,261.00	69,556.53	87,775.87	63,295.53

Invoice total **63,295.53**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
1725	01/17/2022	63,295.53	63,295.53				
	Total	63,295.53	63,295.53	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

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 1726
Date 01/17/2022

Project 1142 URBAN DESIGN GUIDELINES
SUPPORT

Professional Services Provided Through January 14, 2022

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Urban Design Guidelines - Support Effort	21,300.00	14.00	745.50	2,982.00	18,318.00	2,236.50
PM/QC/Proj Controls/Coordination	4,190.00	0.00	0.00	0.00	4,190.00	0.00
Expenses	460.00	13.00	0.00	59.80	400.20	59.80
Total	25,950.00	11.72	745.50	3,041.80	22,908.20	2,296.30

Invoice total **2,296.30**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
1726	01/17/2022	2,296.30	2,296.30				
	Total	2,296.30	2,296.30	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

Date	Invoice #
1/31/2022	2280

Bill To
Hardy Near/Northside Redevelopment Auth 711 Louisiana St Suite 2300 Houston, TX 77002

Terms	Due Date
Net 30	3/2/2022

Serviced	Description	Hours	Rate	Amount
12/31/2021	Accounting/CPA Services and Investment Officer - November and December	2	900.00	1,800.00
12/31/2021	Bank account transition to new bank due to bank acquisition	3.1497	125.00	393.71
12/31/2021	New Check Stock for bank and envelopes		183.83	183.83
11/20/2021	Shipping costs for checks		32.46	32.46

Please Remit Payment to:
The Morton Accounting Service
1125 Cypress Station Dr. Bldg H-4
Houston, TX 77090

or via the Intuit payment link in the email.

Total	\$2,410.00
Payments/Credits	\$0.00
Balance Due	\$2,410.00



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

Date: January 12, 2022
Invoice No: 188389
For Period: December
Project No: NNRT101
Project Manager: Michael Robinson

Project Hardy/Near Northside Redev Authority

WORK PERFORMED:

Task 4: Board Workshop #2 (20% Complete); Task 5: Area Plans (15%) Complete).

Professional Services from December 1, 2021 to December 31, 2021

Fee

Total Fee Earned	100,000.00		
% Complete	29.00	Total Earned	29,000.00
		Previous Fee Billing	26,000.00
		Current Fee Billing	3,000.00
		Total Fee Earned	3,000.00
		Total Due this Invoice:	<u>\$3,000.00</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.

SWA Houston

The Jones on Main
712 Main Street
6th Floor
Houston, Texas
77002
+1.713.868.1676
www.swagroup.com

PROJECT STATUS REPORT BY SWA

SCOPE: HARDY / NEAR NORTHSIDE REDEVELOPMENT AUTHORITY –
URBAN DESIGN + LANDSCAPE ARCHITECTURE SERVICES
PROJECTS: TIRZ #21 CIP
DATE: January 24, 2022

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 – 70% Complete
 - SWA has planned for, and will conduct, Board Workshop #2 which is scheduled to immediately follow the 9am January 24, 2022 Board Meeting.
- Task 5: Area Plans – 30% Complete
 - SWA synthesized community engagement comments, updated project exhibits, and prepared working material for Board Workshop #2.
- Task 6: Area Guidelines – 0% Complete
- Task 7: Board Workshop #3 – 0% Complete
- Task 8: Final Guidelines – 0% Complete
- Task 9: Community Event #2 – 0% Complete

END OF REPORT

INVOICE

Date: 1/18/2022
 Invoice # Number 57

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 12/19/2021 thru 1/19/2022	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!

TAB

FIVE

| Texas Capital Bank Overview



The Flagship Financial Services Firm in Texas



- Our Vision** To be the flagship financial services firm in Texas serving the best clients in our markets
- Our Goals** To be the Employer of Choice, to Earn the Right, to be a Financially Resilient bank, to be the “first call” from top client and prospects
- Our Values** Transparency, Accountability, Excellence, and Trust
- Our Advantage** Best markets in the country, Commercial focus since inception, Top talent motivated to deliver



Comprehensive Suite of Products & Services

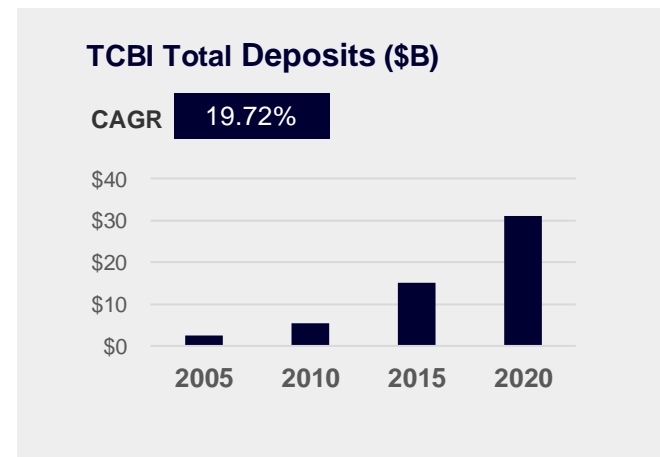
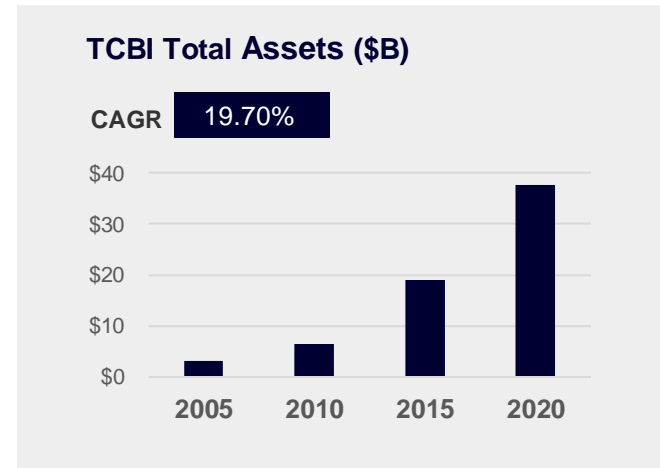
Industry Verticals	Coverage Banking	Investment Banking	Treasury Solutions	Wealth Management
<ul style="list-style-type: none"> ▪ Government, NFP, & Institutions ▪ Diversified ▪ Energy ▪ Technology ▪ Healthcare ▪ Financial Institutions ▪ Branded Retail ▪ Food & Beverage 	<ul style="list-style-type: none"> ▪ Corporate ▪ Commercial ▪ Business Banking ▪ Commercial Real Estate ▪ Mortgage Finance 	<ul style="list-style-type: none"> ▪ Syndicated Finance ▪ Acquisition Finance ▪ Mergers & Acquisitions ▪ Interest Rate Risk Management ▪ Foreign Exchange 	<ul style="list-style-type: none"> ▪ Payables & Receivables Management ▪ Commercial Card Solutions ▪ Liquidity & Investments 	<ul style="list-style-type: none"> ▪ Private Banking ▪ Estate & Wealth Planning ▪ Investment Management ▪ Insurance & Brokerage Services

Our strength is Growing

Texas Capital Bank has grown at an impressive rate, especially compared with other local institutions. Our success is due in part to what we have helped our clients achieve.

Institution Name	State Headquartered	Deposits (\$B)	Market Share
JPMorgan Chase Bank, N.A.	OH	247	18.0%
Bank of America, N.A.	NC	165	12.1%
USAA Federal Savings Bank	TX	86	6.3%
Wells Fargo Bank, N.A.	SD	81	5.9%
BBVA USA	AL	44	3.2%
Frost Bank	TX	33	2.4%
Texas Capital Bank	TX	30	2.2%
Prosperity Bank	TX	24	1.8%
Citibank, National Association	SD	14	1.0%
Zions Bancorporation, N.A.	UT	13	1.0%
PlainsCapital Bank	TX	12	0.9%
Comerica Bank	TX	10	0.8%

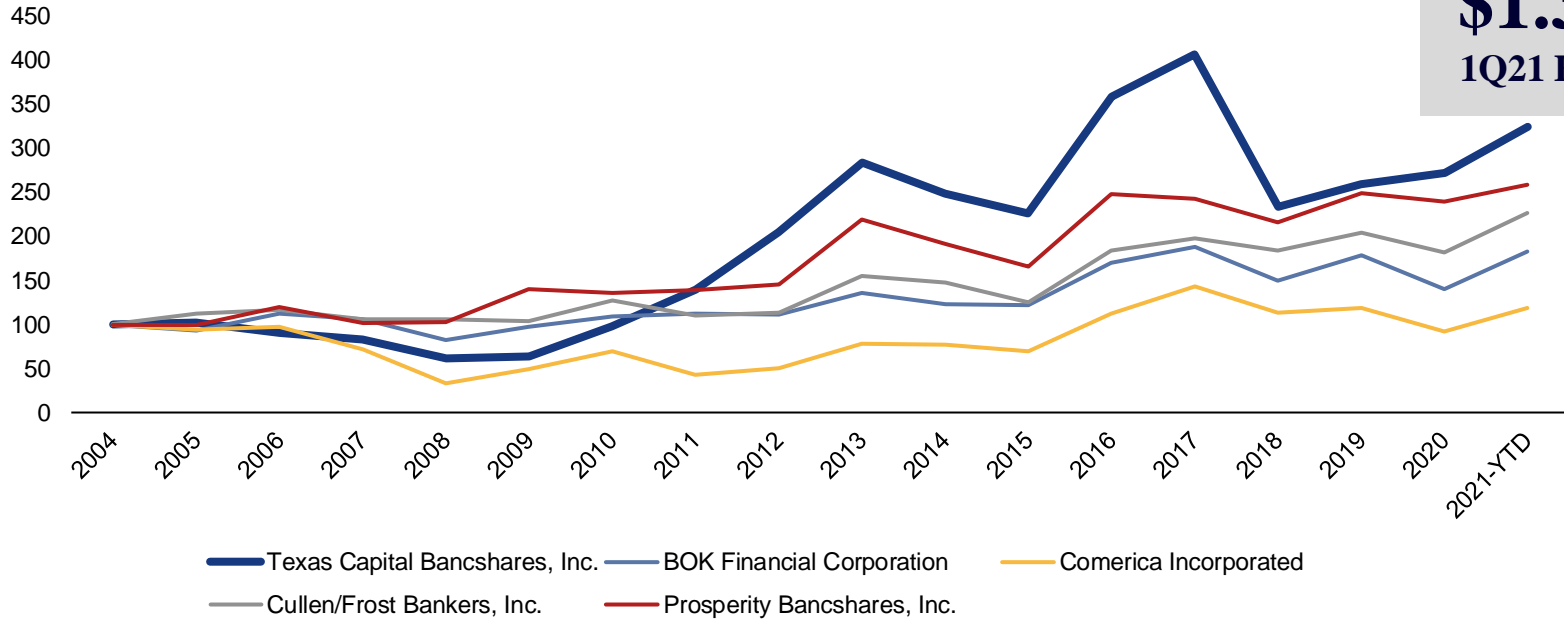
Source: FDIC, June 2020



TCBI Stock Performance

Even in the most unpredictable markets, Texas Capital Bank has proven its ability to deliver value to clients and shareholders.

TCBI Stock Performance Relative to Peers



\$1.33
1Q21 EPS

Source: SP Global

Delivering stability in any market

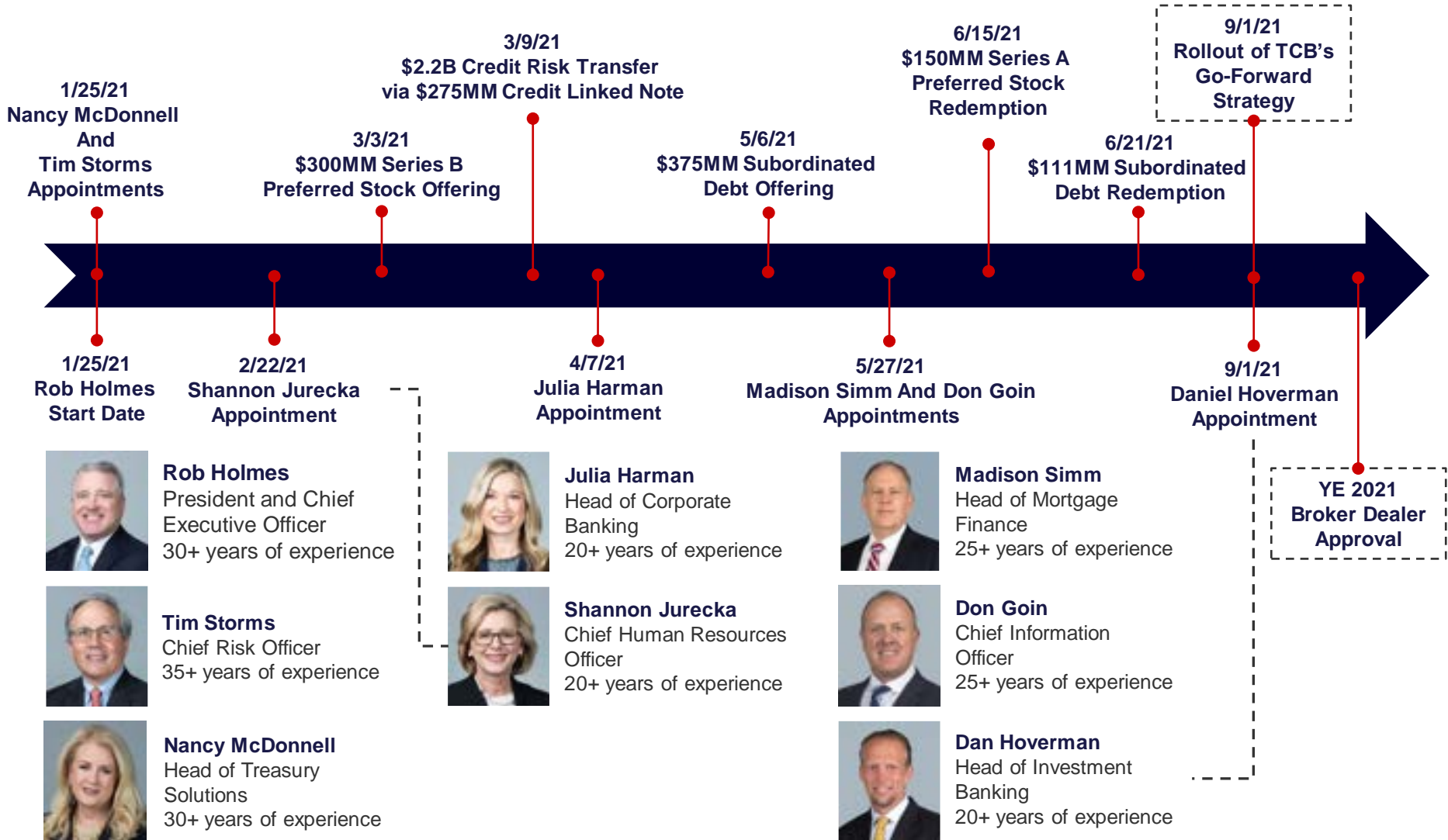
Texas Capital Bank has managed its capital above regulatory requirements in order to ensure it can withstand potential financial distress brought on by market instability or other unforeseen events.

Regulatory Capital	Regulatory Minimum	TCBI
CET1 Ratio		10.2%
CET1 Ratio + 2Q'21 Actions ¹	7.0%	10.3%
Tier 1 Ratio		12.2%
Tier 1 Ratio + 2Q'21 Actions ¹	8.5%	12.4%
Total Capital Ratio		14.0%
Total Capital Ratio + 2Q'21 Actions ¹	10.0%	15.6%

Source: SP Global; FactSet; Note: Financial data as of 1Q2021

¹ Pro Forma capital ratios include the following actions: MCA & MSR sale and Sub Debt Issuance

Leadership and Balance Sheet Transformation





Government, Nonprofit,
& Institutions

Experience and Expertise You Can Trust

Texas Capital Bank introduced a new vertical in Q4 2019 dedicated to providing customized, comprehensive banking solutions to meet the unique needs of clients in the Not-for-Profit & Government arena. Your TCB relationship team consists of highly experienced and seasoned professionals to accurately assess and provide solutions to help you operate more efficiently and effectively. With our “client-intimate” model, you’ll always have a trusted advisor with your best interest in mind.

Industry Expertise

Dedicated Relationship Team

Client-Intimate Model

“Texas Capital Bank is truly focused on personalized bank relationships. Whether you are a multibillion-dollar business or a non-profit like Genesis, they make you feel like you are their priority.”

— **JAN EDGAR LANGBEIN**
*CEO, Genesis Women’s Shelter
and Support*



Dedicated Relationship Team

Relationship Management

Jason Consoli, CFA
EVP, HIG Group Manager
832.308.7142
Jason.Consoli@texascapitalbank.com

John Taylor
SVP, Relationship Manager (G&I)
626.250.4658
John.Taylor@texascapitalbank.com

Patty Fougerat
SVP, Relationship Manager (G&I)
512.305.4046
Patty.Fougerat@texascapitalbank.com

Jelisa Williams
VP, Relationship Manager (Healthcare)
832.308.7141
Jelisa.Williams@texascapitalbank.com

ID Boyejo
SVP, Relationship Manager (NFP HC)
832.308.7046
ID.Boyejo@texascapitalbank.com

Relationship Support

Nichole Dickerson
Relationship Associate II
832.308.7138
Nichole.dickerson@texascapitalbank.com

Yesi Romo
Banker Analyst
409.999.2208
Yesenia.LoeraRomo@texascapitalbank.com

Liquidity & Treasury

Andrew Lewis
SVP, Treasury Solutions Officer
832.308.7131
Andrew.Lewis@texascapitalbank.com

Credit / Portfolio Management

Heath Lipson
SVP, Credit Risk Officer
214.210.3082
Heath.Lipson@texascapitalbank.com

Marcus Pate
AVP, Portfolio Manager
512.305.4046
Marcus.Pate@texascapitalbank.com

Government, Nonprofit, & Institutions (“GNI”)

Public Financing Solutions

Our team works to deliver comprehensive financial solutions to help you operate efficiently and effectively — giving you the ability to fully focus on your mission. Below are some common solutions by sector.

Government

We provide capital raising and banking solutions tailored to municipalities and other government entities.

- Municipal bond private placements
- Interim funding solutions
- Tax-Exempt equipment leasing
- Bond Anticipation Notes (BANs)
- Collateralized deposits
- Treasury management solutions including commercial card

Institution (Including Nonprofits)

We work with nonprofit leaders, financial advisors and boards of directors in a range of organizations.

- Capital campaign bridge financing
- Taxable and tax-exempt financing
- Working Capital Lines of Credit
- Equipment Leasing
- Real estate financing
- Treasury management solutions including commercial card
- Investment management

Education

We serve multiple types of educators, including colleges and universities, charter schools and private K-12 schools.

- Taxable and tax-exempt financing
- Bridge-to-bond financing
- Revenue cycle management tools including commercial card
- Pledge and Capital Campaign financing
- Endowment and investment management

NFP Healthcare

We provide tailored banking solutions to hospitals, healthcare systems and nonprofit healthcare organizations.

- Revenue cycle tools including commercial card and receivables solutions
- Tax-exempt financing
- Equipment finance and leasing
- Advancing line to bridge to bond issuance
- Investment management

GNI Tombstones

<p>Municipal Entity Austin</p> <p>\$12,000,000 <i>ICS Collateralized Deposits</i></p> <p>JUNE 2021</p>	<p>Municipal Entity Austin</p> <p>\$20,000,000 <i>ICS Collateralized Deposits</i></p> <p>MAY 2021</p>	<p>Municipal Redevelopment Unit</p> <p>\$50,000,000 <i>Tax Increment Financing / City of Houston Affordable Housing programs</i></p> <p>FEBRUARY 2021</p>	<p>Public Charter School</p> <p>\$12,500,000 <i>Tax-exempt, Advancing Term Loan to finance real estate purchase & improvements</i></p> <p>FEBRUARY 2021</p>
<p>NFP Dallas</p> <p>\$9,500,000 <i>Capital Campaign Bridge Facility and Commercial Card</i></p> <p>DECEMBER 2020</p>	<p>Private School 9-12</p> <p>\$5,000,000 <i>ICS Collateralized Deposits</i></p> <p>DECEMBER 2020</p>	<p>Public Charter School System</p> <p>\$25,063,260 <i>ICS Collateralized Deposits</i></p> <p>NOVEMBER 2020</p>	<p>Municipal Entity Houston</p> <p>\$16,645,000 <i>Direct Placement Bond Refinance</i></p> <p>NOVEMBER 2020</p>
<p>Private School PK-12</p> <p>\$7,500,000 <i>Term Loan to finance real estate & improvements</i></p> <p>SEPTEMBER 2020</p>	<p>NFP Texas</p> <p>\$347,273 <i>RFP - Treasury Management Solutions and PPP Loan</i></p> <p>AUGUST 2020</p>	<p>Large Public University</p> <p>\$20,000,000 <i>Master Lease Line of Credit</i></p> <p>MAY 2020</p>	<p>NFP Healthcare System</p> <p>\$50,000,000 <i>Documentation Agent Sr. Secured RLOC</i></p> <p>SEPTEMBER 2021</p>

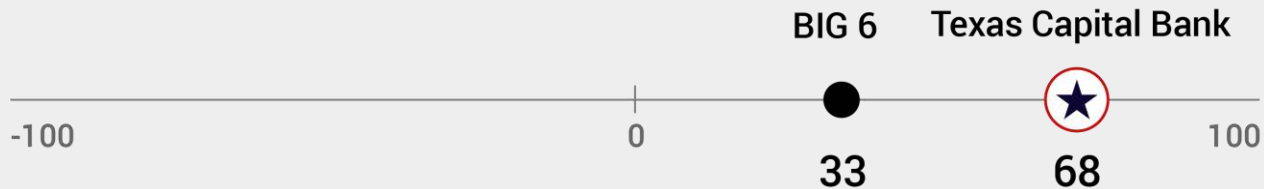
| Client Experience / Net Promoter Score



We outrank the big banks when it comes to client experience

We view our ability to present solutions ahead of our clients' needs as a strategic imperative. Every day, we work to navigate client challenges, changing markets and industry trends in order to make informed recommendations that we can execute quickly.

NET PROMOTER SCORE COMPARISON



NPS is an industry-standard metric used to effectively quantify the loyalty of customers to a company. NPS scores are measured with a single question survey and reported with a number from -100 to +100. A higher score is more desirable.

CSAT

93%

When asked, "How would you rate your overall satisfaction with Texas Capital Bank?," 93% of clients responded Satisfied or Very Satisfied.

CES

93%

93% of clients either agreed or strongly agreed with the statement, "Overall, Texas Capital Bank is easy to do business with."

Sources:

¹Texas Capital Bank's Annual Client Survey, December 2020

²J.D. Power and company reports, 2020.

Note: Big 6 banks include Bank of America, Citigroup, JPMorgan Chase, PNC, U.S. Bancorp, and Wells Fargo.

Commitment to clients that runs as deep as our expertise

We are an active participant in the development of the financial health of our clients, and our banking relationships are driven by mutual success. That's why Texas Capital Bank earned "best in class" rankings in 11 different categories in Q1 2021.

	Best in Class/Closest Competitor Q1 '21 R4Q	Score Q1 '21 R4Q
SATISFACTION		
Net Promoter Score	Texas Capital Bank	79
Overall Digital Index	Texas Capital Bank	82%
RELATIONSHIP MANAGER		
Overall Satisfaction with Relationship Manager	Texas Capital Bank	88%
Responsiveness and Prompt Follow-Up	Texas Capital Bank	100%
Knowledge of Cash Management Services	Texas Capital Bank	93%
Proactively Provides Advice	Texas Capital Bank	88%
Frequency of Contact	Texas Capital Bank	88%
Understanding of Your Industry	Texas Capital Bank	89%
CASH MANAGEMENT		
Accuracy of Operations	Texas Capital Bank	88%
PERCEPTIONS DURING "COVID ERA"		
Delivering Insights and Solutions to Optimize Working Capital	Texas Capital Bank	85%
Insights and Solutions to Reduce Risks	Texas Capital Bank	85%

- *% Excellent Citations are a "5" on a 5-point scale from "5" excellent to "1" poor. **Net Promoter Score equals Promoters minus Detractors. Evaluations are based on a 0-10 scale, "0" not at all likely to "10" extremely likely. Promoter = 9,10; Passive = 7,8; Detractor = 0-6. ***+/- indicates increase or decrease of 2 or more from the previous period.
- Note: Best in Class is based on the top 5 providers in lead relationship share; Source: 2020 Greenwich Associates Market Tracking Program (Texas Capital Bank - Texas - \$10-500MM - Q1 2021 R4Q - Banking).

Powering strategies and solutions to help our clients thrive

We understand the connection between the value we bring and our clients' financial success, which you can see through our "best in class" rankings for 12 different cash management categories.

	Best in Class/Closest Competitor Q1 '21 R4Q	Score Q1 '21 R4Q
RELATIONSHIP MANAGERS		
Knowledge of Cash Management	Texas Capital Bank	93%
CASH MANAGEMENT SPECIALIST		
Overall satisfaction with TMO/CM Specialist	*Texas Capital Bank	86%
Quality of Advice	*Texas Capital Bank	86%
ONBOARDING		
Ease of Product Implementation	Texas Capital Bank	79%
PRODUCT, SERVICE, & OPERATIONS		
Competitive Pricing	Texas Capital Bank	77%
Cash Mgt. Product Capabilities	*Texas Capital Bank	79%
Effectiveness of Fraud Prevention Capabilities	Texas Capital Bank	85%
Innovation in Products and Services	Texas Capital Bank	74%
Accuracy of Operations	Texas Capital Bank	88%
Overall Satisfaction with Resolution of Problems	Texas Capital Bank	85%
DIGITAL ACCESS TOOLS		
Design	Texas Capital Bank	75%
Digital Product Capabilities	Texas Capital Bank	79%

• % Excellent Citations are a "5" on a 5-point scale from "5" excellent to "1" poor. ***+/- indicates increase or decrease of 2 or more from the previous period.

• Note: Best in Class is based on the top 5 banks in cash management share; Source: 2020 Greenwich Associates Cash Management Program (Texas Capital Bank - Texas - \$10-500MM - Q1 2021 R4Q - CMS)

Bringing expertise, experience and commitment to our clients

Our support team works hard to deliver a consistent client experience.



Calls into Support are typically answered in less than 30 secs.



Emails typically receive a response in about 2 hours.



Calls are answered by local team members.

We tailor strategies and solutions designed to help our clients thrive.

“You still care about me, the customer, and allow direct phone calls and quick access to an associate.”

“Customer service is the best. I have never had a more helpful bank.”

“I feel known by the Texas Capital Bank staff I interact with.”

Source: Texas Capital Bank's Annual Client Experience Survey, December 2020

Investing time and resources to deliver consistent engagement

Treasury Solutions clients have direct access to an onboarding specialist for updates.

1



Call with your relationship team to introduce your onboarding specialist.

2



Receive your treasury documents by email.

3



Review and sign the necessary documents online.

4



Receive your welcome kit by mail, including RSA token.

5



Receive one-on-one solutions training, and meet your client support team.

Texas Capital Bank



NET PROMOTER SCORE Q4 2020
For newly onboarded treasury clients

“Easiest transition I have ever made. I’ve worked with five other banks, and they just send you the token and you have to figure it out. Texas Capital Bank made it so easy.” — Investment fund client

NPS is an industry-standard metric used to effectively quantify the loyalty of customers to a company. NPS scores are measured with a single question survey and reported with a number from -100 to +100. A higher score is more desirable.

| Community Impact



Our investment in Texas communities

Texas Capital Bank's Community Impact Program seeks to address the most pressing needs in Texas communities and to help them become healthy, resilient, and prosperous.

Texas Capital Bank's Philanthropic Pillars

Live

Basic needs to support quality of life

Learn

Educational opportunities for lifetime success

Lift

Supportive services for individuals, small businesses, & veterans

Doing Business with us enables meaningful investment in Texas communities

Impact Lending

- **Community Development:** \$943 million
- **Builder Finance:** \$354 million
- **Small Business:** \$6.26 billion

Impact Investments¹

- \$330 million

Key Community Partners

Klyde Warren Park
Trinity Groves
Readers 2 Leaders
Red Bird Capital Partners
Texas Women's Foundation

Austin Housing Conservancy
Prairie View A&M University
Parkland Hospital
Genesis Women's Shelter & Support

Texas Southern University
Austin Street Center
Trinity Park Conservancy
City First Broadway



4,072
Multi-family affordable housing units



2,791
Single-family affordable housing units



1,110
Home mortgages in low-and-moderate income communities



256,957
Small business loans



3,821
Jobs created



27,122
Employee volunteer hours

All figures based on 2018-2020 period

¹ Impact investments are equity investments into real estate development, small businesses, public welfare, and minority depository institutions.

A prosperous community is our best investment.

2020 brought many innovative partnerships that serve the community in new and impactful ways.

\$2B

SMALL BUSINESS
LENDING

\$718M

1,647 PPP LOANS
GRANTED

\$133M

COMMUNITY DEVELOPMENT
CORPORATION INVESTMENTS

\$1.7M

PHILANTHROPIC
INVESTMENTS

"Through Texas Capital Bank's generous support and true partnership, Texas Women's Foundation has deployed the resources of the Resilience Fund to respond to immediate needs, as well as sustain assistance in healthcare, childcare, housing and more for the most vulnerable women and families. We and our partners are committed to the goal of stabilizing and supporting at-risk women and families so that they will not only survive but thrive."

— **ROSLYN DAWSON THOMPSON**
*President and CEO,
Texas Women's Foundation*

Supporting local communities through impact lending

As events unfolded in 2020 that impacted the quality of life and the future of business, Texas Capital Bank supported affordable housing, job creation and small businesses through impact lending and provided much-needed support during an unprecedented time.

\$210M

TOTAL COMMUNITY
DEVELOPMENT LENDING

\$81M

SINGLE-FAMILY AFFORDABLE
HOUSING LENDING

581

SINGLE-FAMILY AFFORDABLE
HOUSING UNITS CREATED

550

MULTIFAMILY AFFORDABLE
HOUSING UNITS CREATED

500

JOBS CREATED

Our NFP Partners

The bank funded over \$1.7 million in charitable donations supporting over 120 local non-profit organizations throughout our Texas markets, all of which serve low-to-moderate income communities. This can only be rivaled by the generosity of our employees who volunteer over 10,000 hours, per year.

- American Red Cross of North Texas
- Aspire
- AT LAST!
- Austin Community Foundation
- Austin Pathways
- Austin Public Education Foundation
- Austin Street Center
- Avenue Community Development Corporation
- Big Brothers Big Sisters – Greater Dallas
- Blessings in a Backpack
- Boys & Girls Clubs of San Antonio
- Caritas of Austin
- Catholic Charities Dallas
- Center for Transforming Lives
- Central Texas Food Bank
- Chinquapin Preparatory School
- Chris Howell Foundation
- CitySquare
- CommUnityCare
- Con Mi MADRE
- Debra's Healing Kitchen
- DivInc
- EastSide University
- Economic Growth Business Incubator
- Educational First Steps
- Fort Worth Chamber of Commerce
- Gabby's Sanctuary Ark
- Genesis Women's Shelter & Support
- Girl Scouts of Northeast Texas Girls Inc.
- Goodwill Industries
- Greater Austin Hispanic Chamber of Commerce
- H.I.S. BridgeBuilders of San Antonio
- Habitat for Humanity of San Antonio Inc.
- Harmony House
- HOPE Farm
- I Am A Golfer Foundation
- Impossible Possibilities
- Interfaith Family Services
- It's Going To Be Ok Inc.
- Junior Achievement
- Leadership Forward Mentoring Program
- Literacy Coalition of Central Texas
- Literacy First
- Mayor's Star Council
- Meals on Wheels of Central Texas
- Mercy Street
- Methodist Health System Foundation
- Mission Capital
- National Council of Jewish Women
- New Friends New Life
- North Texas Public Broadcasting KERA
- Oak Cliff Chamber of Commerce
- Oasis Center
- Parkland Foundation
- Path-Ways to Purpose
- Presbyterian Night Shelter
- Project MEND
- Prospera Housing Community Services
- Readers 2 Leaders
- Resource Center of Dallas Inc.
- S.L.E.W. Cancer Wellness Center
- Salvation Army of San Antonio
- Samaritan Center
- San Antonio Chamber of Commerce
- Second Servings of Houston
- SER-Jobs for Progress of the Texas Gulf Coast, Inc.
- Skillpoint Alliance
- Small Steps Nurturing Center
- South Dallas Inncity CDC
- Star of Hope
- TeCo Theatrical Productions Inc.
- Texans Can Academies
- Texas Association of Community Development Corporations
- Texas Offenders Reentry Initiative (TORI)
- Texas Women's Foundation
- The Dallas Chapter, Links Foundation Incorporated
- The Dallas Entrepreneur Center
- The Family Place
- The King's Academy
- The SAFE Alliance
- The Samaritan Inn
- The Trust for Public Land
- Trinity Park Conservancy
- Unicorn Centers Inc.
- United Negro College Fund Inc.
- United Way of Metropolitan Dallas
- United Way of San Antonio
- United Way of Tarrant County
- University of North Texas at Dallas Foundation
- Veteran Women's Enterprise Center
- Wesley-Rankin Community Center
- Women's Business Council – Southwest
- Women's Resource
- Woodall Rodgers Park Foundation
- Yellowstone Academy
- YMCA of Greater Houston
- Zan Wesley Holmes, Jr. Community Outreach Center

TAB

SIX

JOINT PARTICIPATION INTERLOCAL AGREEMENT

This Joint Participation Interlocal Agreement (“Agreement”) is entered into by and between **Harris County**, Texas, a body corporate and politic under the laws of the State of Texas (“County”) and **Hardy/Near Northside Redevelopment Authority**, a local government corporation created and organized under the provisions of Chapter 431 of the Texas Transportation Code (“Authority”) 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 construct certain Pedestrian Pathways/Hike and Bike Trails within the TIRZ as part of the Pinckney Trail Alignment (“Project”) as described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, both Parties desire to cooperate in accordance with the terms of this Agreement to jointly accomplish the construction of the Project; 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. Authority’s Responsibilities

- (i) The Authority will provide or cause to be provided, engineering services and related support services necessary to prepare plans, specifications, and estimates (“PS&E”) for the construction of the Project.
- (ii) Upon completion of the PS&E the Authority will submit the PS&E to the County for review and approval.
- (iii) The Authority shall be responsible for obtaining all necessary permits and jurisdictional approvals for construction of the Project.
- (iv) Upon receipt of the bids and award recommendation from the County for construction of the Project, the Authority will:
 - (a) Review the bids and provide concurrence for award of the construction contract to such lowest and best bidder within ten (10) business days. If the Authority does not provide a response on the construction contract award recommendation within ten (10) business days from its receipt of the recommendation, then the recommendation submitted to the Authority will be deemed approved; and

- (b) Remit payment to the County for the Authority Funding Share for construction of the Project in accordance with Section 2 of this Agreement.
- (v) Upon completion of the construction of the Project, the Authority shall:
 - (a) Participate in a final walk-through and inspection of the Project; and
 - (b) Coordinate with Houston Parks Board, INC (“HPB”) to take such actions are necessary to cause HPB to assume responsibility for the ongoing maintenance and repairs of the Project as part of its maintenance of the Bayou Greenways 2020 Project pursuant to that certain commitment letter dated (_____) and attached hereto and incorporated herein by reference as Exhibit A-1.

B. County’s Responsibilities

- (i) County will review the PS&E provided by the Authority and provide its approval within ten (10) business days. Should the County desire to make changes to such PS&E, the Parties agree to meet and resolve all issues within ten (10) business days of the County’s receipt of the PS&E in order to finalize an agreed upon PS&E for the Project. If the County does not provide a response on the PS&E within ten (10) business days from its receipt of the PS&E, then the PS&E submitted to the County will be deemed approved.
- (ii) Upon approval by the County of the PS&E, the County will advertise for and receive bids for construction of the Project from qualified bidders. A qualified bidder must be registered with the Texas Secretary of State to transact business in Texas and must be current on all state and local fees and taxes, including but not limited to, Franchise Account Status with the Texas Comptroller of Public Accounts in good standing. The construction contract shall require the qualified bidder to follow all federal, state, and local laws, rules, codes, ordinances, and regulations including but not limited to Harris County Road Law.
- (iii) Upon receipt of bids for the construction of the Project the County shall determine the lowest and best bidder and provide the bids to the Authority with its recommendation for award of the construction contract to such lowest and best bidder, as determined by the County.
- (iv) The County shall be responsible for all utility relocation efforts including pipelines.
- (v) Upon award of a contract for construction of the Project, the County will:
 - (a) Manage and inspect the day-to-day construction of the Project, including construction materials testing in a manner similar to that of other County construction projects; and
 - (b) Through its contractor, construct the Project in accordance with the PS&E approved by the Authority. The County may make minor changes in the PS&E through change(s) in contract that the County deems to be necessary or desirable during the construction of the Project, so long as the original scope and intent of the Project is maintained.
 - (c) Provide an invoice to the Authority for the Authority Funding Share for construction of the Project in accordance with Section 2 of this Agreement.

- (vi) Upon completion of the construction of the Project, the County shall:
 - (a) Provide an opportunity for the Authority to participate in a final walk-through and preparation of a punch list in regards to the construction of the Project; and
 - (b) Provide a statement of final accounting to the Authority detailing all construction costs incurred and identifying the amount(s) to be invoiced or refunded to the Authority (“Final Statement”), and, if a refund is due to the Authority, remit the refund to the Authority with the Final Statement, within sixty (60) business days of completion of the construction of the Project.

Section 2. Funding of the Project

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 (50%) of the construction cost necessary for the construction of the Project, not to exceed \$275,000.00 (“County Funding Share”), and the Authority agrees to provide (50%) of the construction cost in an initial amount not to exceed \$275,000.00 (“Authority Funding Share”) necessary for the construction of the Project as described in Exhibit B attached hereto and incorporated herein by reference.
- B. The Authority agrees to provide payment of the Authority Funding Share to the County within forty-five (45) business days of receipt of the invoice.
- C. The Parties agree that any construction costs incurred during the construction of the Project or other work to be performed under this Agreement in excess of the County Funding Share and the Authority Funding Share shall be funded by the Authority.
- D. Pursuant to the provisions of Section 1 B (vi) of this Agreement:
 - i. The Authority agrees to provide payment of the invoiced costs in excess of the Authority Funding Share (if any) to the County within sixty (60) business days of receipt of the Final Statement; and
 - ii. The County agrees to remit any refund due to the Authority together with the Final Statement

Section 3. Term and Termination

- A. This Agreement shall commence upon final execution by all the Parties (the “Effective Date”) and shall remain in full force and effect until the later of (i) completion of construction of the Project or (ii) the County’s receipt of all payments due from the Authority under this Agreement (“Term”).
- B. This Agreement may be terminated by the County before award of the construction contract and at any time by mutual written consent of the Parties, or as otherwise provided under this Agreement.

Section 4. Limitation of Appropriation

- A. Authority understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the County is not currently appropriating any funds for the Project. County may appropriate funds to complete the Project, but such funds shall not under any

conditions, circumstances, or interpretations thereof exceed the sum certified available by the Harris County Auditor.

- B. Authority understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that failure of the Harris County Auditor to certify funds or to certify sufficient funding for any reason shall not be considered a breach of this Agreement.

Section 5. 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
1001 Preston Avenue, 7th Floor
Houston, Texas 77002-1893
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 the 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.

HARRIS COUNTY

**HARDY/NEAR NORTHSIDE
REDEVELOPMENT AUTHORITY**

By: _____
Lina Hidalgo
County Judge

By: _____
Ed Reyes
Board Chair

APPROVED AS TO FORM:

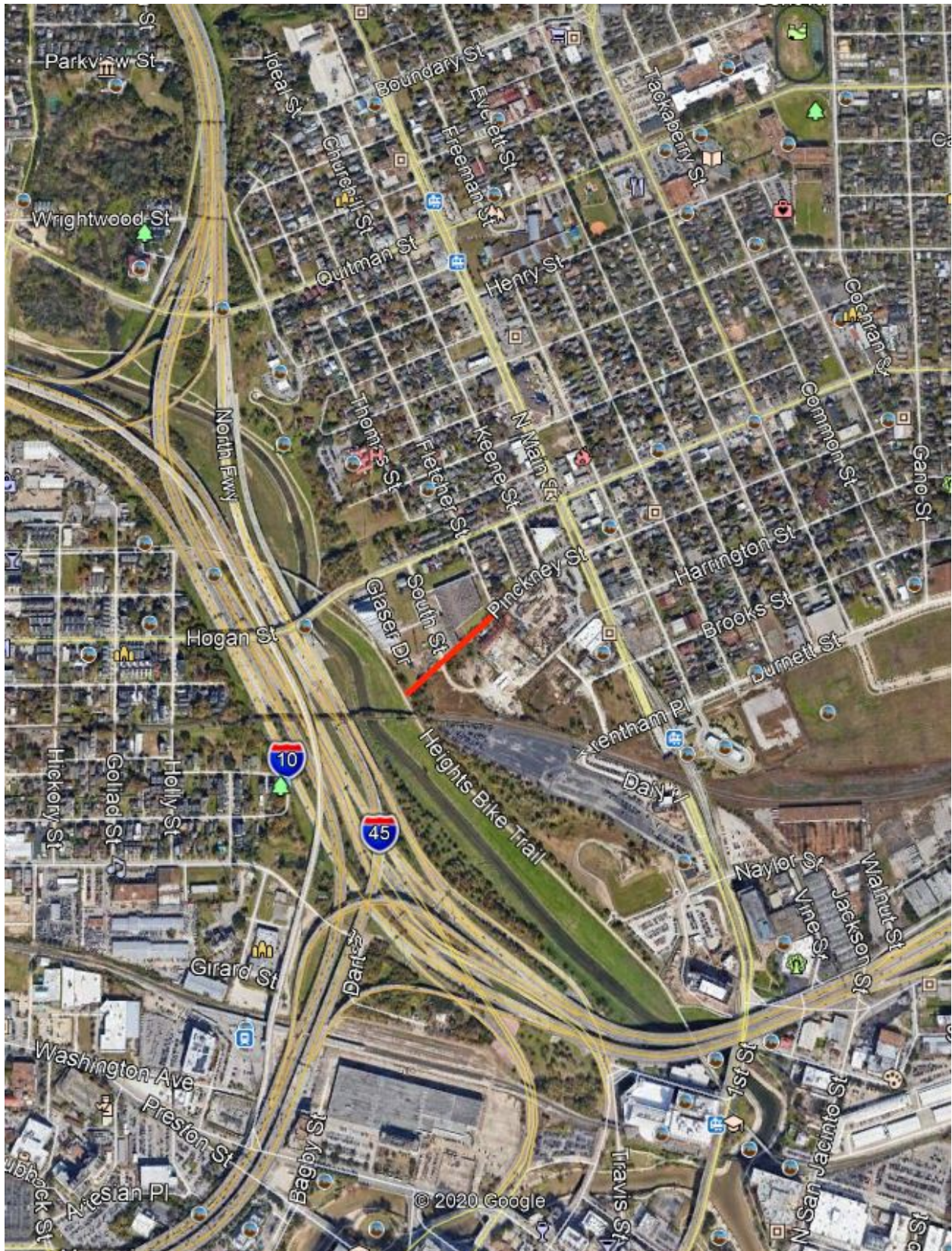
ATTEST

CHRISTIAN D. MENEFEE
County Attorney

By: _____
Sylvia Cavazos, Secretary

By: _____
Philip Berzins
Assistant County Attorney
CAO File No.: 21GEN3112

EXHIBIT A



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

EXHIBIT B

Authority/TIRZ 21

Pct 2

9-Sep-21

Description	Estimated Cost (Estimate Used In Agreement)
Precinct 2- Contribution Cost (NOT TO EXCEED)	\$275,000.00
Authority/TIRZ 21- Contribution Cost	\$ 275,000.00
Subtotal	\$550,000.00
Total Cost	\$550,000.00

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 City of Houston, Texas, on _____, with all members present except _____.

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 TO CONSTRUCT PEDESTRIAN PATHWAYS/HIKE AND BIKE TRAILS AND ALL RELATED APPURTENANCES AS PART OF THE PINCKNEY TRAIL ALIGNMENT PROJECT IN HARRIS COUNTY PRECINCT 2

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ 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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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 to construct Pedestrian Pathways/Hike and Bike Trails and all related appurtenances as part of the Pinckney Trail Alignment Project 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.

TAB

SEVEN

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the undersigned officer of the Board of Directors of the Hardy/Near Northside Redevelopment Authority, hereby certify as follows:

1. The Board of the Hardy/Near Northside Redevelopment Authority convened in regular session on the 24th day of January 2022, 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
Jorge Bustamante	Vice Chair
Sylvia Cavazos	Secretary
Elia Quiles	Assistant Secretary
Daniel Ortiz	Treasurer
Fernando Zamarripa	Director
Monte Large	Director

and all of said persons were present, except Director(s) _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

RESOLUTION REGARDING REQUIRED DEVELOPMENT AGREEMENT PROVISIONS

was introduced for the consideration of the Board. It was then duly moved and seconded that the Resolution be adopted, and, after due discussion, the motion, carrying with it the adoption of the Resolution, prevailed and carried unanimously.

2. That a true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the Board’s minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Chapter 551, Texas Government Code.

APPROVED AND SIGNED this 24th day of January 2022.

Secretary

**RESOLUTION REGARDING REQUIRED DEVELOPMENT AGREEMENT
PROVISIONS**

WHEREAS, the Hardy/Near Northside Redevelopment Authority (the “Authority”) has been legally created and operates pursuant to the general laws of the State of Texas applicable to local government corporations, and has such authority as has been delegated to it by the City of Houston, Texas (the “City”), to act on behalf of Reinvestment Zone Number Twenty-One, City of Houston, Texas (the “Zone”); and

WHEREAS, the City has delegated to the Authority certain powers and authority to administer the Zone including, but not limited to, the power to enter into development agreements with developers and builders of property located within the Zone; and

WHEREAS, the Authority’s Board of Directors (the “Board”) has determined that it is in the best interest of the Zone and the Authority to make it a condition to entering into any future development agreements with developers and builders of property located within the Zone that such developers and builders agree to certain provisions therein obligating such developers and builders to seek reimbursement for eligible project costs in the first instance from certain City funds prior to seeking reimbursement from the Authority;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF
HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY THAT:**

Section 1. The Board hereby adopts the policy that, as a condition to entering into any future development agreements with developers of property located within the Zone, such development agreements must include the following language:

“Developer Participation Contracts. The Developer agrees that it will seek reimbursement from the City for costs eligible for payment by the City under the City’s Developer Participation Contract (“DPC”) program to the maximum extent allowed by the City thereunder. Costs reimbursable to the Developer under this Agreement shall be reduced to the extent that such costs are reimbursed to the Developer under a DPC or similar agreement, or are contracted to be reimbursed thereunder. The Developer agrees to provide Authority with a copy of each DPC executed by the Developer covering otherwise eligible costs.”

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

PASSED AND APPROVED this 24th day of January 2022.

Chair

ATTEST:

Secretary

TAB

EIGHT

Term Sheet

White Oak Apartments Development Agreement

The following terms are indicative of Hardy/Near Northside Redevelopment Authority (the “Authority”)’s interest, on behalf of Reinvestment Zone Number Twenty-One, City of Houston, Texas (the “Zone”), in entering into a binding agreement with [REDACTED]¹ (the “Developer”), to provide tax increment funding for the development, financing, construction and installation of certain Public Improvements (as defined herein) in connection with Developer’s phased development of a multi-unit residential and commercial development on certain real property located within the Zone at 2623 Keene Street and more particularly described on Exhibit A attached hereto (the “Property”).

This term sheet (“Term Sheet”) contains the business terms that the parties herein agree that they desire to bind themselves to in a subsequent final development agreement (“Agreement”) to be agreed to and signed by the requisite authorities of each party. This Term Sheet is for discussion purposes only, sets forth only the basic (and not all) terms and provisions upon which the Authority is interested in pursuing negotiations for funding the Public Improvements, and does not constitute an offer to make or fund the Public Improvements or a formal binding commitment from the Authority.

Project and Public Improvements:

Developer plans to develop, in two phases, a multi-unit residential and commercial development on the Property (the “Project”). Each phase of development (each, a Phase”) will include design and construction of certain public improvements more particularly described on Exhibit B attached hereto (the “Public Improvements”). Developer anticipates that the design and construction of the Project and the associated Public Improvements will significantly contribute to the economic improvement and development of the Zone and the City of Houston, Texas (the “City”).

Authority Contribution/Source of Funds:

The Public Improvements for each Phase will be listed in an exhibit to the Agreement and will be completed in the timeframe set forth therein for such Phase. The amount of funding allocated by the Authority for the Public Improvements will be as indicated in the exhibit to the Agreement (the “Authority Contribution”). The Authority Contribution shall not exceed the lesser of (i) [REDACTED]², (ii) the Project Costs, less any amounts reimbursed pursuant to a DPC (as herein defined) and (iii) the Available Tax Increment (as herein defined) through the Expiration Date (as herein defined).

The source of funds for the Authority Contribution is expressly limited to the Available Tax Increment. The “Available Tax Increment” shall mean 80 percent of the tax increments received annually by the Authority above the Base Year Value after the year following the completion of the Project that are attributable to the Property; provided,

¹ NTD: Developer entity’s name to be inserted here.

² NTD: it is recommended that the agreement include a maximum reimbursement amount as determined by the Authority.

however, that the pledges of any amounts deemed to be Available Tax Increments are subordinate and subject to: (i) the rights of any holder of bonds, notes or other obligations of the Authority that are secured in whole or part by Contract Tax Increments, (ii) reductions in the Contract Tax Increments received annually by the Authority for funds dedicated to the development of affordable housing in the City; (iii) reductions by the City in Contract Tax Increments paid annually to the Authority for any administrative expenses and municipal service fees, and (iv) reductions resulting from a taxing unit no longer being obligated to pay tax increments to the City for the Zone. The “Base Year Value” shall mean the value of the Property on January 1, 2022, as established and certified by the Harris County Appraisal District. The “Contract Tax Increments” shall mean the amount of funds paid to the City in each year for the Zone and required to be deposited by the City into the tax increment fund for the Zone pursuant to the Act and payable to and actually received by the Authority from the City pursuant to that certain tri-party agreement between the City, the Zone and the Authority.

Duties/Responsibilities of Developer:

Developer shall seek reimbursement from the City for costs of Public Improvements that are eligible for payment by the City under the City’s Developer Participation Contract (“DPC”) program to the maximum extent allowed by the City thereunder and provide the Authority with a copy of each DPC executed by the Developer covering otherwise eligible costs.

Developer shall undertake the design and construction of the Public Improvements in accordance with the Final Plans and Specifications (as defined below), the Agreement, a construction contract approved by the Authority and all applicable laws, and provide and furnish all materials and services as when required in connection with the Public Improvements.

Developer shall obtain all necessary permits and approvals from the City and other governmental authorities having jurisdiction over the Public Improvements and shall provide supervision and construction management of all phases of construction of the Public Improvements and periodic reports of such construction to the Authority.

Developer shall prepare plans and specifications for the Public Improvements, along with cost estimates, and submit the same to the Authority for approval. The Authority shall have the right to approve or reject the proposed plans and specifications. On approval of the plans and specifications by the Authority, the same shall constitute the “Final Plans and Specifications”. Any modifications to the Final Plans and Specifications shall be submitted to the Authority for approval.

Developer shall make a good faith effort to comply with the City’s policy regarding the participation of Minority Business Enterprises and Women Business Enterprises (“MWDBE”) as to hiring consultants and

professionals relating to services rendered for the Public Improvements.

Monitoring Work:

The Authority shall have the right to monitor the progress of the Public Improvements. Developer shall accommodate the Authority in conducting site visits as may be necessary to verify that the work is being carried on in accordance with the Final Plans and Specifications.

**Developer
Advances/Payment
Requests:**

Developer shall advance, or cause to be advanced, sufficient funds as such become due for all project costs, including design, construction and installation costs, arising in connection with the Public Improvements (to the extent eligible, "Project Costs"). Project Costs reimbursable to the Developer under this Agreement shall be reduced to the extent that such costs are reimbursed to the Developer under a DPC or similar agreement, or are contracted to be reimbursed thereunder. Neither Developer's administrative and operational costs nor the interest on Developer advances shall be eligible for reimbursement as Project Costs.

Upon completion of each Phase, Developer may submit a request to the Authority for payment of the Authority Contribution for Project Costs of the Public Improvements associated with that Phase. With such payment request, Developer shall deliver to the Authority the following items:

- (i) A copy of the Developer's DPC with the City, executed by both Developer and the City;
- (ii) A copy of the executed and recorded maintenance agreement for the applicable Public Improvements (as further described herein);
- (iii) Evidence of completion of construction of the applicable Phase and associated Public Improvements;
- (iv) A written request for payment;
- (v) A summary of all Project Costs incurred to-date;
- (vi) A summary of Developer advances as of the date of the request for payment;
- (vii) A summary of all costs reimbursed to the Developer by the City pursuant to the DPC;
- (viii) Evidence that all contractors, subcontractors, laborers, materialmen, architects, engineers and all other parties who have performed work on or furnished materials to-date have been paid in full, together with executed and delivered releases of lien or customary affidavits executed by such

contractors;

- (ix) A certificate executed by an officer or other party authorized to bind Developer certifying that all contractors, subcontractors, laborers, materialmen, architects, engineers and all other parties who have performed work on or furnished materials to-date have been paid in full; and
- (x) Evidence of MWDBE efforts.

Maintenance Obligation: Upon completion of construction of each phase of the Public Improvements, Developer shall be responsible for all aspects of the management, operation and maintenance of the said Public Improvements, including, without limitation: (i) all maintenance, repairs and replacements of the infrastructure, improvements, equipment, landscaping and related irrigation and electrical systems which constitute the Public Improvements; and (ii) the payment of all associated utilities including water for irrigation purposes and charges for electric utilities, all in accordance with a maintenance agreement for the Public Improvements, to be in form and substance reasonably acceptable to the parties and attached to the Agreement, which maintenance agreement shall be filed of record by Developer in the Official Public Records of Real Property of Harris County, Texas.

Sale or Assignment: If Developer transfers or sells all or any portion of the Property or the Project to any entity other than an affiliate of Developer without the Authority's prior written consent, dissolves or files for bankruptcy, then the Authority may terminate the Agreement and the Authority shall no obligation to pay the Reimbursement.

Ineligible Project Costs: Developer 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 Developer 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 inconsistent with the project plan and reinvestment zone financing plan for the Zone, the Authority Contribution shall be reduced by the amount attributable to the ineligible component(s). If the Authority has already repaid the Developer for such ineligible Project Costs in accordance with the Agreement, the Parties 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 no future repayments to be made by the Authority, or such amounts are insufficient, Developer shall reimburse the Authority for such amount owed within thirty (30) days of receipt of an invoice from the Authority.

Authority's Right to The Authority shall have the right to terminate the Agreement if

Terminate: Developer has not commenced construction of the first Phase within five (5) years of the effective date of the Agreement.³

Term: Unless earlier terminated, the Agreement shall terminate on December 31, 2040 (the “Expiration Date”).

³ NTD: Since this is a phased project, does the Authority want to include additional termination clauses for failure to complete the first phase within a specified amount of time, and/or failure to commence/complete Phase II within a specified amount of time?

Exhibit A

Property

[insert legal description and/or map]

Exhibit B
Public Improvements
[to be inserted]

SINGLE SHEET OF PLAIN
COLORED PAPER

HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY

January 24, 2022

Chris Yuko
MP White Oak Apartments, LLC
135 Water Street, 4th Floor
Naperville, IL 60540

Re: White Oak Apartments and Commercial Development at 2623 Keene Street, Houston,
Texas 77009

Dear Mr. Yuko:

The Board of Directors of the Hardy/Near Northside Redevelopment Authority (the "Authority") has reviewed a request from your company in connection with the reimbursement by the Authority of the costs of certain public improvements that would benefit your planned multi-family residential and commercial development at 2623 Keene Street (the "Property").

The Authority's Board has approved a proposed term sheet related to the reimbursement (the "Term Sheet") and has authorized the Authority's counsel and Executive Director to negotiate a reimbursement agreement for the public improvements consistent with the material terms outlined in the Term Sheet and conditioned on (i) the review of detailed cost estimates and revenue projections, (ii) the negotiation of mutually satisfactory terms relating to financing, construction and reimbursement of the public improvements, and (iii) the approval of the City of Houston (the "City") of the reimbursement agreement.

Without limitation, the reimbursement agreement will provide that the funds for the reimbursement will be limited to 80% of the tax increment generated by the Property, net of administrative costs and affordable housing costs retained by the City, that eligible public improvements must receive all regulatory approvals, and that reimbursement is conditioned on the company's compliance with municipal competitive bidding and minority- and women-owned business participation requirements.

If you have any questions regarding this letter or the negotiation of the reimbursement agreement, please contact Ralph De Leon, the Authority's Executive Director.

Sincerely,

Ed Reyes
Chair

cc: Ralph De Leon, Executive Director
Clark Stockton Lord, General Counsel

TAB

NINE A

PROGRESS REPORT

JANUARY 2022

HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY/TIRZ 21



TASK ORDER #1: ON-CALL CONTRACT

Activities This Period:

- N/A

TASK ORDER #3: MAIN STREET PED/BIKE IMPROVEMENTS

Activities This Period:

- Finalized and signed/sealed report.

TASK ORDER #4: PINCKNEY TRAIL

Activities This Period:

- Completed drainage analysis
- Completed drainage design
- Advance design to 90%
- Submitted 90% construction plans to the infrastructure committee

TASK ORDER #5: CIP DEVELOPMENT - AMENDMENT

Activities This Period:

- Submitted final mobility and drainage studies to Executive Director

TASK ORDER #6: URBAN DESIGN GUIDELINES

Activities This Period:

- Participated in two Public Engagement meetings
- Week of 11/15 - meet with SWA to discuss/coordinate upcoming work
- Developed typical sections for SWA

TAB

NINE B

Urban Design TIRZ 21

Community Engagement Event



TIRZ 21 is shown in pink.

TIRZ 21 (Hardy / Near Northside Redevelopment Authority) is developing a multi-year plan of community improvements and wants your input! This first event will introduce the TIRZ to the community and receive input on neighborhood character and opportunities that will inform projects related to mobility and connectivity, streetscape enhancements, and greenspace. Come help TIRZ 21 understand your community and build its future!

Two Duplicate Sessions!

**Please feel free to arrive any time during the sessions to engage and provide input.*

1

Wednesday, November 3, 2021
6-8pm

**TRASH PANDA
DRINKING CLUB**

4203 Edison Street

(Some complimentary beverages and appetizers will be provided - first come, first served!)

2

Saturday, November 13, 2021
9am-12noon

**LEONEL CASTILLO
COMMUNITY CENTER**

2101 South Street

Sessions hosted by:

TIRZ 21



City of Houston Council District H:
Council Member Karla Cisneros

swa

Gauge
ENGINEERING

SWA Houston

The Jones on Main
712 Main Street
6th Floor
Houston, Texas
77002
+1.713.868.1676
www.swagroup.com

TIRZ #21 COMMUNITY EVENT 1 – RECORD OF COMMENTS

HARDY / NEAR NORTHSIDE REDEVELOPMENT AUTHORITY

URBAN DESIGN GUIDELINES TASK ORDER

DATES: November 3, 2021; 6-8pm (Trash Panda, 4203 Edison Street)
November 13, 2021; 9am-noon (Castillo Center, 2101 South Street)

WRITTEN COMMENTS AS RECEIVED AND TRANSCRIBED FROM ATTENDEE COMMENT SHEETS:

“In addition to providing park areas these spaces could function as neighborhood farm/garden space to provide additional function. Also adding infrastructure for farmers markets & small business pop ups.”

“Desire to collaborate so there is greater cohesion in area” (comment by Greater Northside Management District)

“I would like to see more of the empty green areas/lots be left alone.”

“Along the light rail I feel the sidewalks need to be consistently narrower to discourage the homeless to camp. However side streets connecting to N. Main need to have the necessary clearance to see oncoming traffic – some of the buildings obstruct the view. The bridge tunnel on Main Street closest to downtown needs to be cleaned. The homeless love to use it as a toilet. Install railroad crossing arms north of UH at Burnett. To lessen the use of their horn. Apply for silent crossing designation. Maintain facilities at Moody Park- gym equipment broken, mirrors broken, etc. If you create it please maintain it. The stretch of bike trail from Hogan to UH Downtown needs art and/or gym stations or something to make it interesting and not so blank. Beautify the streets by adding magnolias to the street signs to designate the neighborhood. Make the Butterfly pocket park more inviting and interactive. If you are trying to make the neighborhood more pedestrian and biking friendly it needs interactive art pieces and bicycle first aid like tools air pumps. Fix road from 45 to Boundary expand it and smooth it out and make it pedestrian friendly to connect more that W.O.M.H. (White Oak Music Hall)”

“-Address parking, traffic, and walkability along N. Main near White Oak Music Hall – incentivize small commercial so area becomes more of an entertainment node. -Install train crossing guard arms at crossing just north of UH on Burnett- apply for ‘Silent Crossing’ designation to lessen noise pollution in neighborhood. -Art/paint/beautify the light rail overpass underside to create a more appealing entry into Near Northside from Downtown.”

“The flashing stop lights/stop sign at South St / 45 need to remain a stop sign or flashing stop. I believe that more accidents will occur. Because if it’s yellow people will run it. At least they slow down now. There is a park literally next to it and it would be hazardous to pedestrians and cyclists if it were an actual stop light.”

“-TS Imelda resulted in street flooding at 59/Collingsworth + Cavalcade + Quitman + CMC Recycling. -Southwest Plating on Gano is a major cancer driver for the Northside per projects.propublica.org/toxmap adding excess cancer risk. -Improved lighting along White Oak bayou greenway bike trail for connection to Heights.”

“Looking forward to seeing the new urban designs & ideas for potential future improvements. Great to see ideas that will continue to provide connectivity and improvements for businesses.”

COMMENTS PER VERBAL DISCUSSIONS WITH ATTENDEES:

1. Red Shield Lodge (Salvation Army homeless shelter on Main street) causes safety issues.
2. METRO rail created a barrier within the neighborhood and changed the character.
3. METRO rail separates the business zone along Main Street (Hogan to Quitman).
4. Chains along METRO rail were built to discourage homeless people.
5. Noise from White Oak Music Hall should be considered into future planning and design.
6. Historic Frostown
 - Victorian architectural style
 - Working class
 - Lot size and street character
7. Quitman Project will change the character of the neighborhood.
8. Lindale Park has unique character.
9. Most populations are extreme young or senior.
10. Most of the people that live close to Fulton and Quitman are senior.
11. Creative class influence the space.
12. People are moving from Heights to Near Northside District.
13. Urban Living bought land and will do redevelopment.
14. Hardy Toll Road will extend to downtown (delayed FY 2021 to 2023?).
15. Hogan located midway between two METRO stations – makes it not as friendly for pedestrian access via light rail.
16. Who will maintain the bike lanes?
17. Resident concern over crosswalk / intersection safety.

18. Proposed Pinckney Trail would benefit from adding lighting.
19. Hardy Yards area would benefit from adding retail.
20. Two storm water detention facilities have been built (near Lyons Ave and West St) as mitigation for the Hardy Connector project and Lyons Ave underpass (both unbuilt to date).

-END-

There is
potential
to
expand
the
park
into
this
space

Playground
Not as park
St Albans
Episcopal
Church!
Lindale Park

Dog Park
English @
Fulton @
meeting
Area
LOVE
Lindale Park

Neighborhood
feel
(in pink
boundary)

Metabolic
planning
for
heavy
polluter

Public Art by Anet Rotten
3D perspective

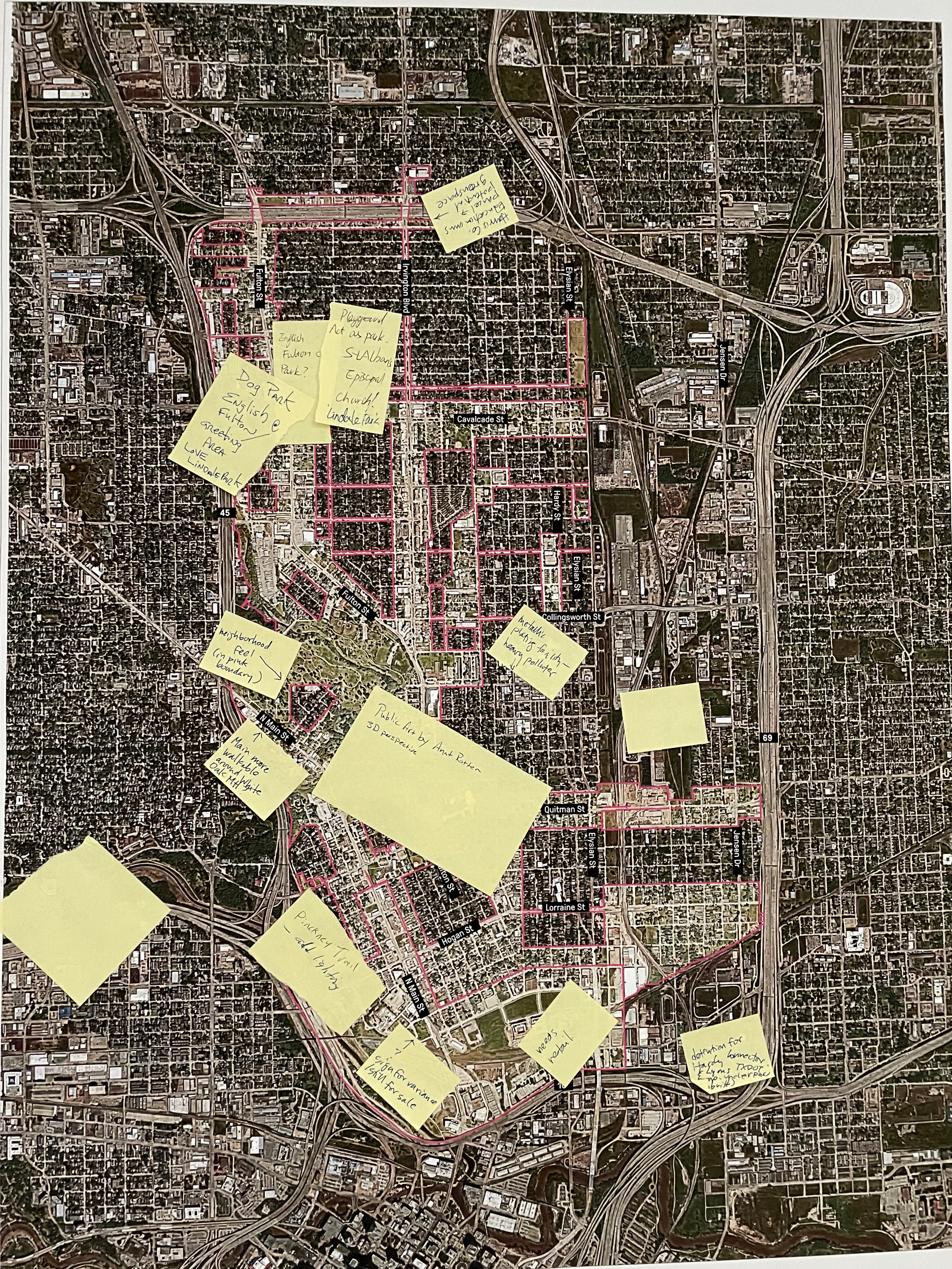
Main more
walkable
around
Oak Mt. Park

Pinkney Trail
- add lighting

needs
restoration

detention for
hardy connector
& Lyons Tractor
& open space
(bushes)

sign for variance
15M for sale

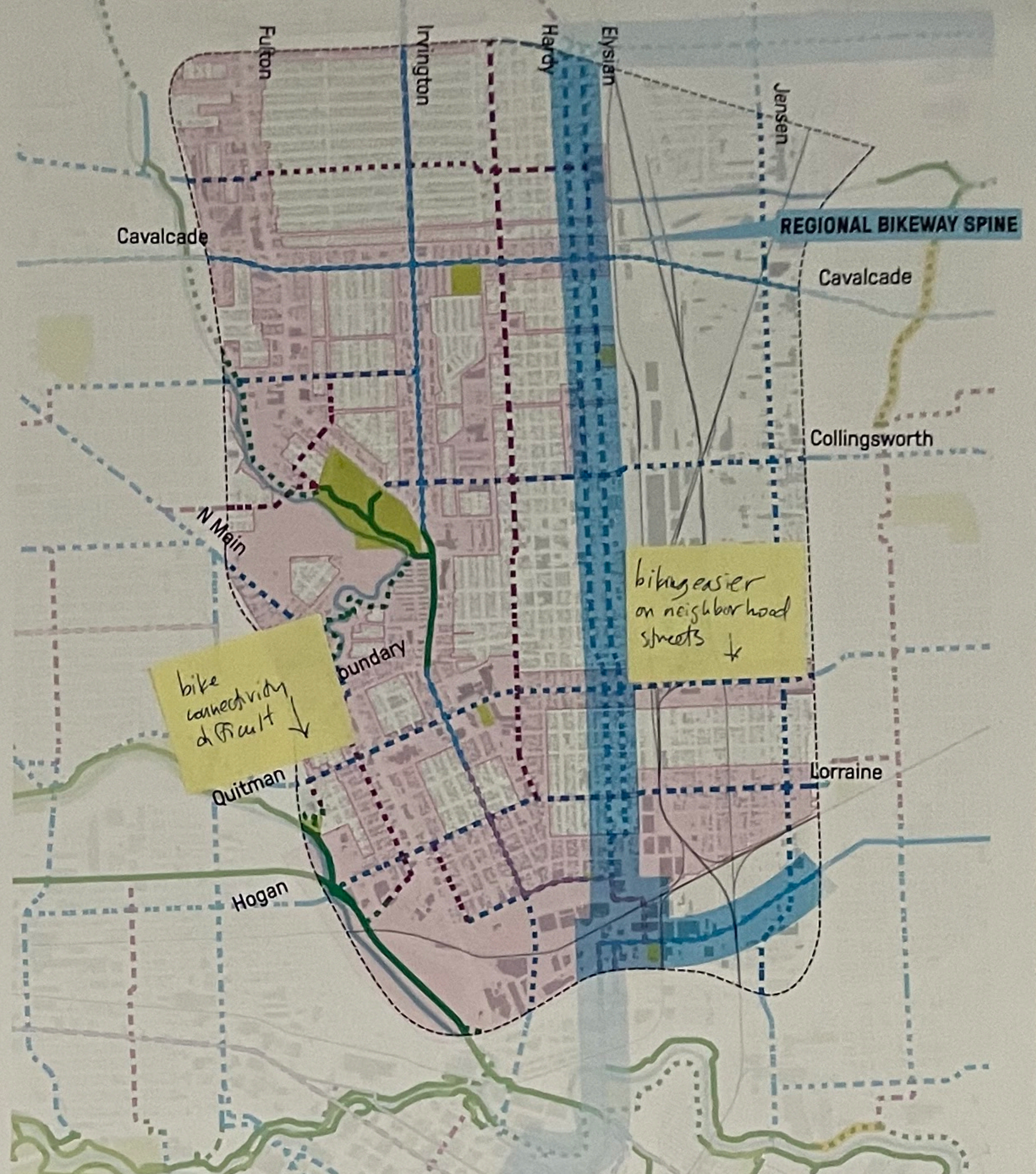


Major Thoroughfare and Freeway Plan



- | | | | | |
|--|---|---|--|--|
| Major Thoroughfare
Sufficient Width
To Be Widened
Proposed | Major Collector
Sufficient Width
To Be Widened
Proposed | Minor Collector
Sufficient Width
To Be Widened
Proposed | Freeway/Expressway
Sufficient Width
To Be Widened
Proposed | Transit Corridor
Sufficient Width
To Be Widened
Proposed |
|--|---|---|--|--|

Houston Bike Plan



- | | | | |
|---|---|--|-----------------------|
| Proposed High Comfort
Dedicated On-Street
Shared On-Street
Off-Street | Existing High Comfort
Dedicated On-Street
Shared On-Street
Off-Street | Existing Low Comfort
Dedicated On-Street
Shared On-Street | Key Connection |
|---|---|--|-----------------------|

North Houston Highway Improvement Project

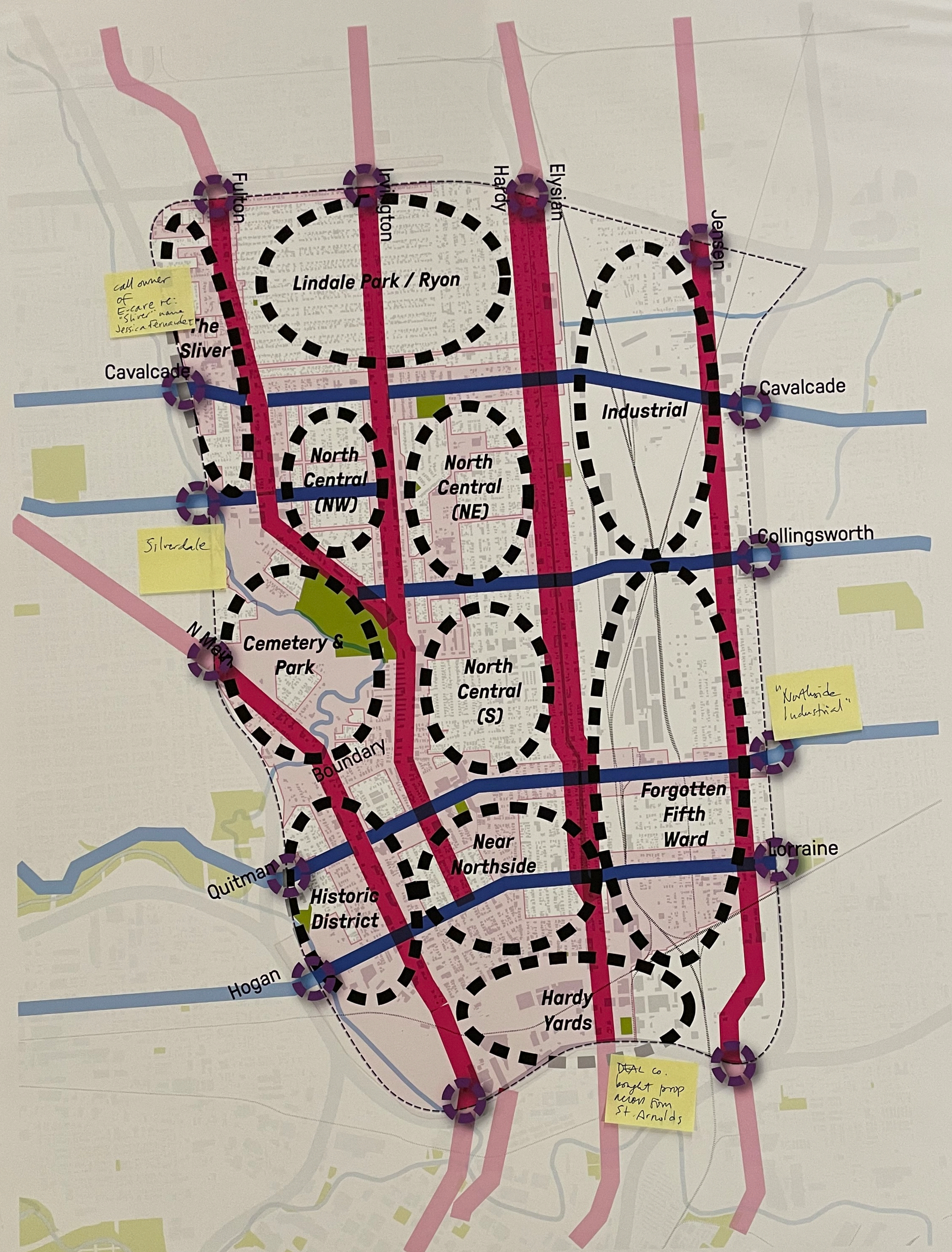


- North Houston Highway Improvement Project
- TIRZ 21

Transit-Oriented Development and Walkable Places



- | | |
|---|---|
| Transit-Oriented Development Streets
Light Rail & Stops
Primary Streets (within 1,000 feet walking distance of transit station platform)
Secondary Streets (within 1/2 mile walking distance of transit station platform) | Walkable Places Streets
Primary Streets |
|---|---|



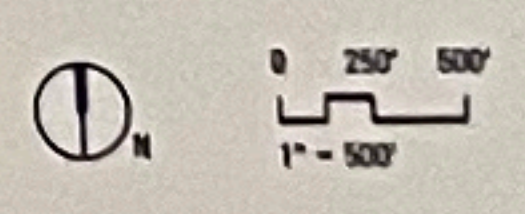
Corridors

- Primary Corridor (Regional Connectivity)
- Secondary Corridor (Local Connectivity)

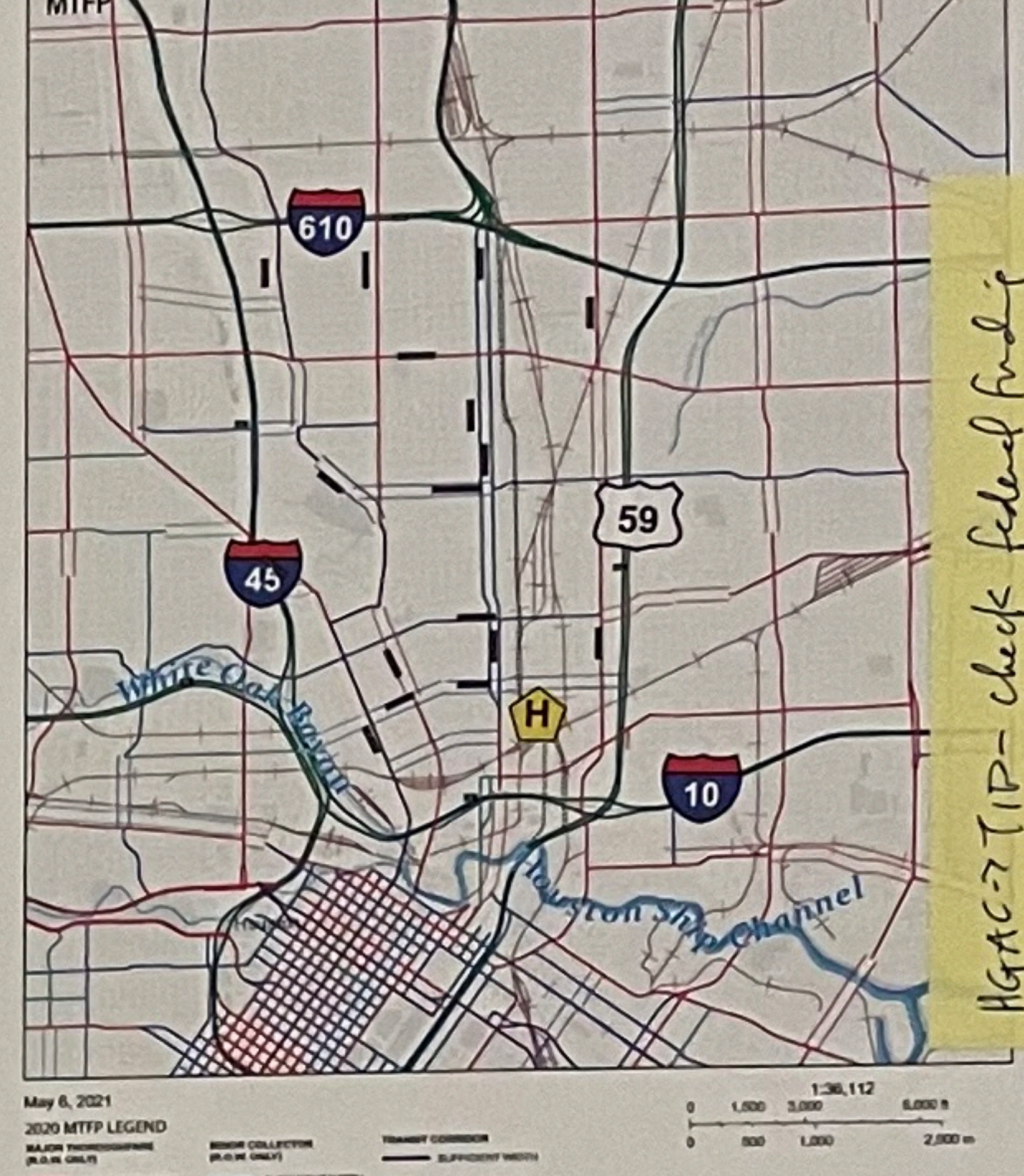
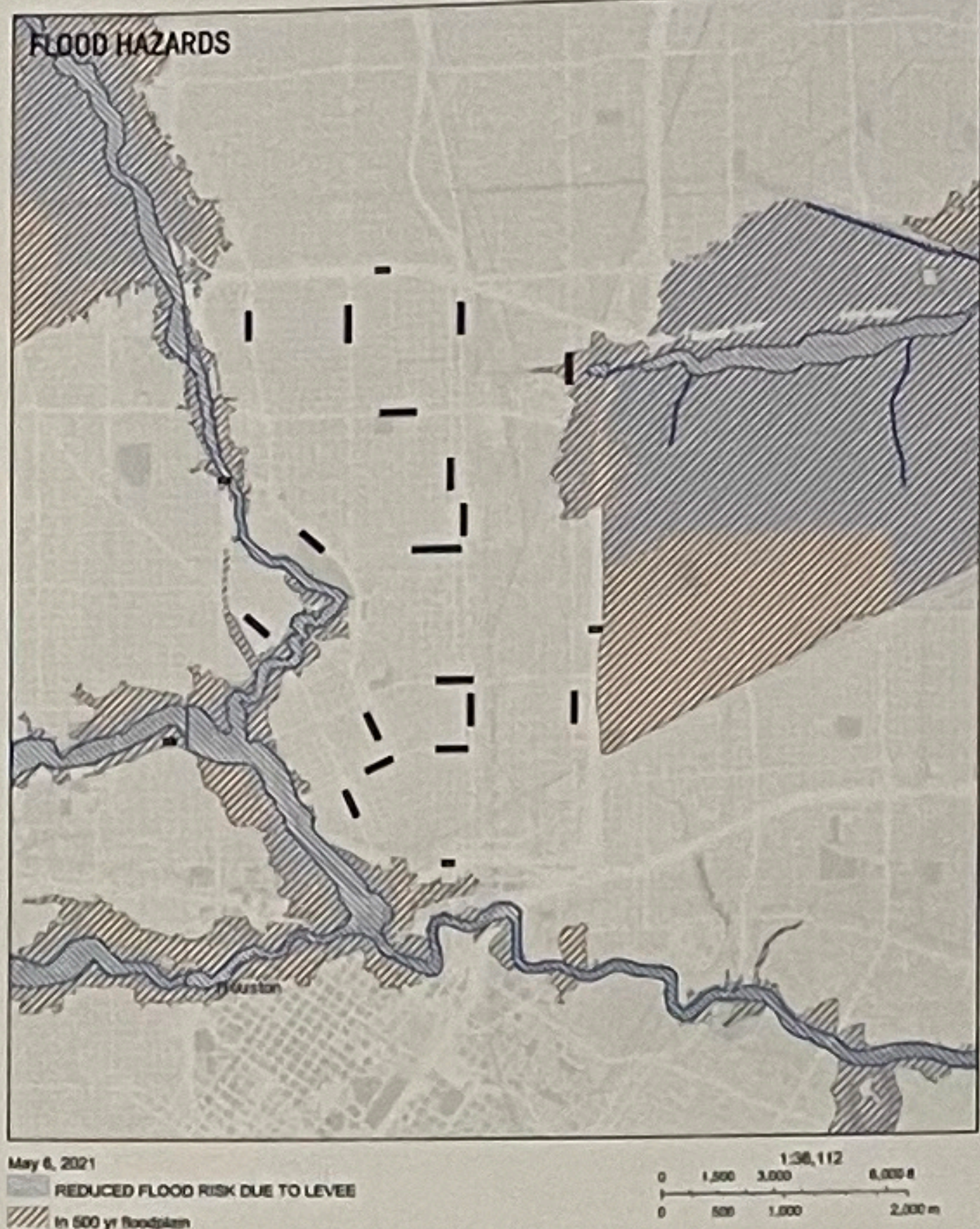
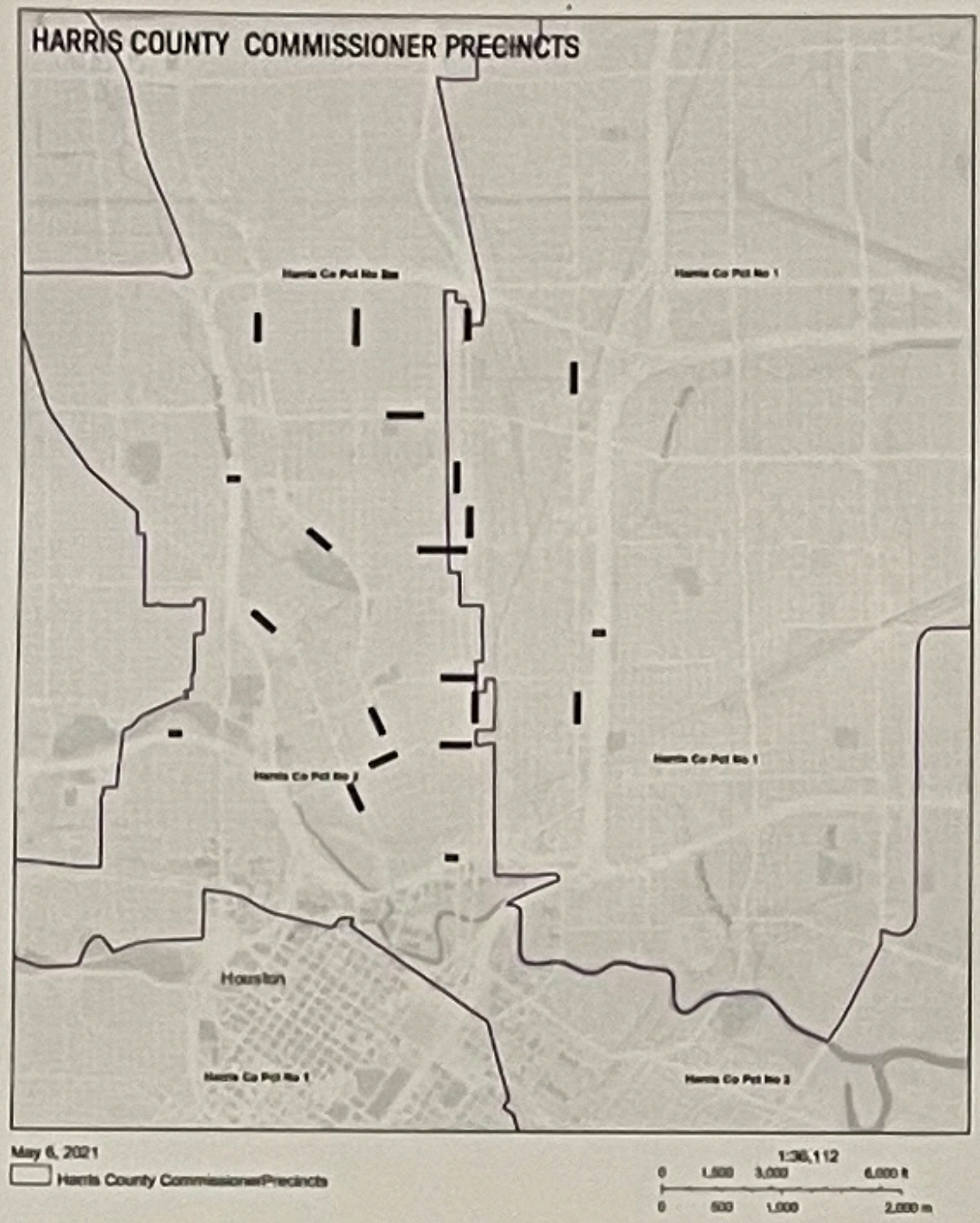
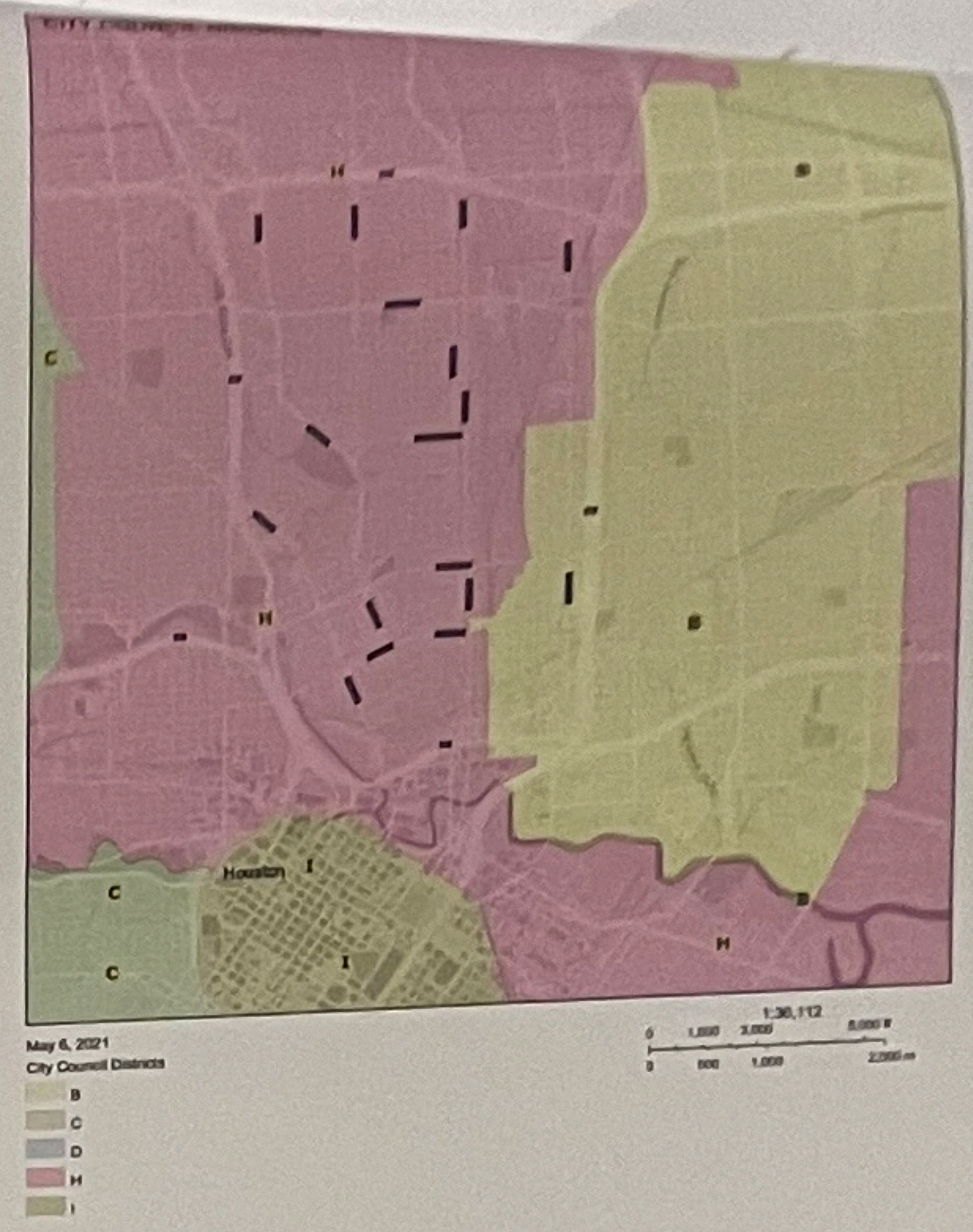
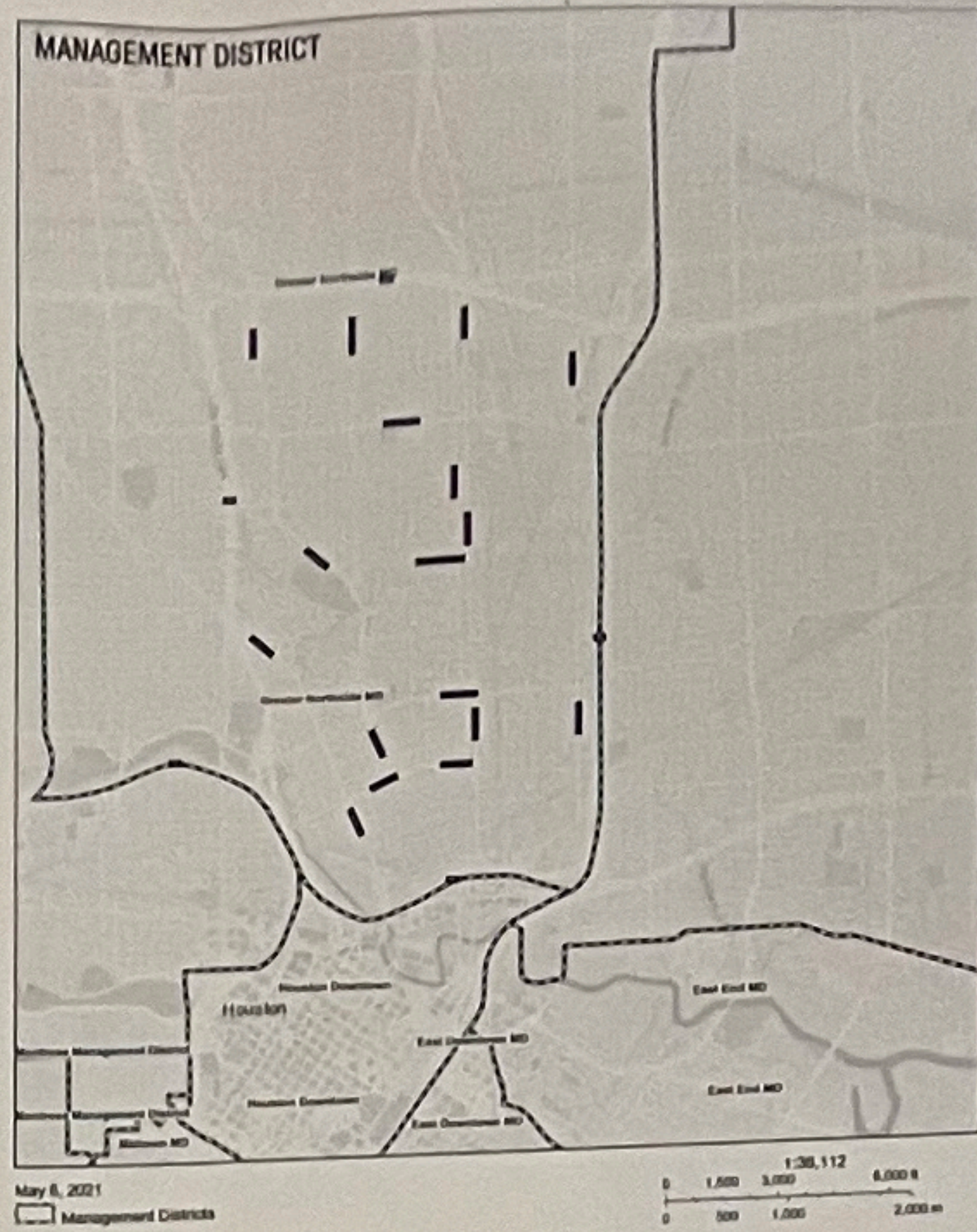
Gateway Opportunity

Districts (Preliminary)

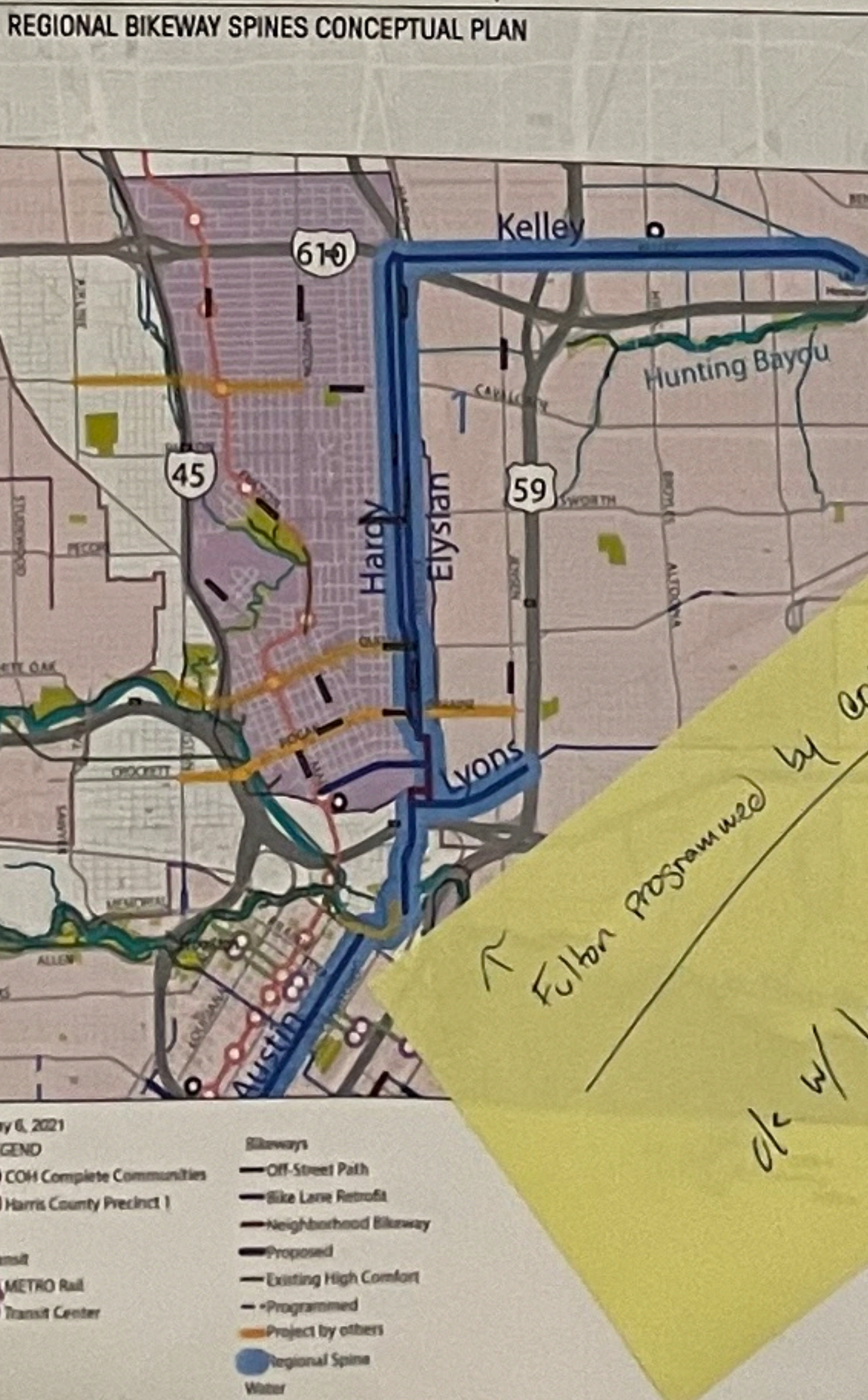
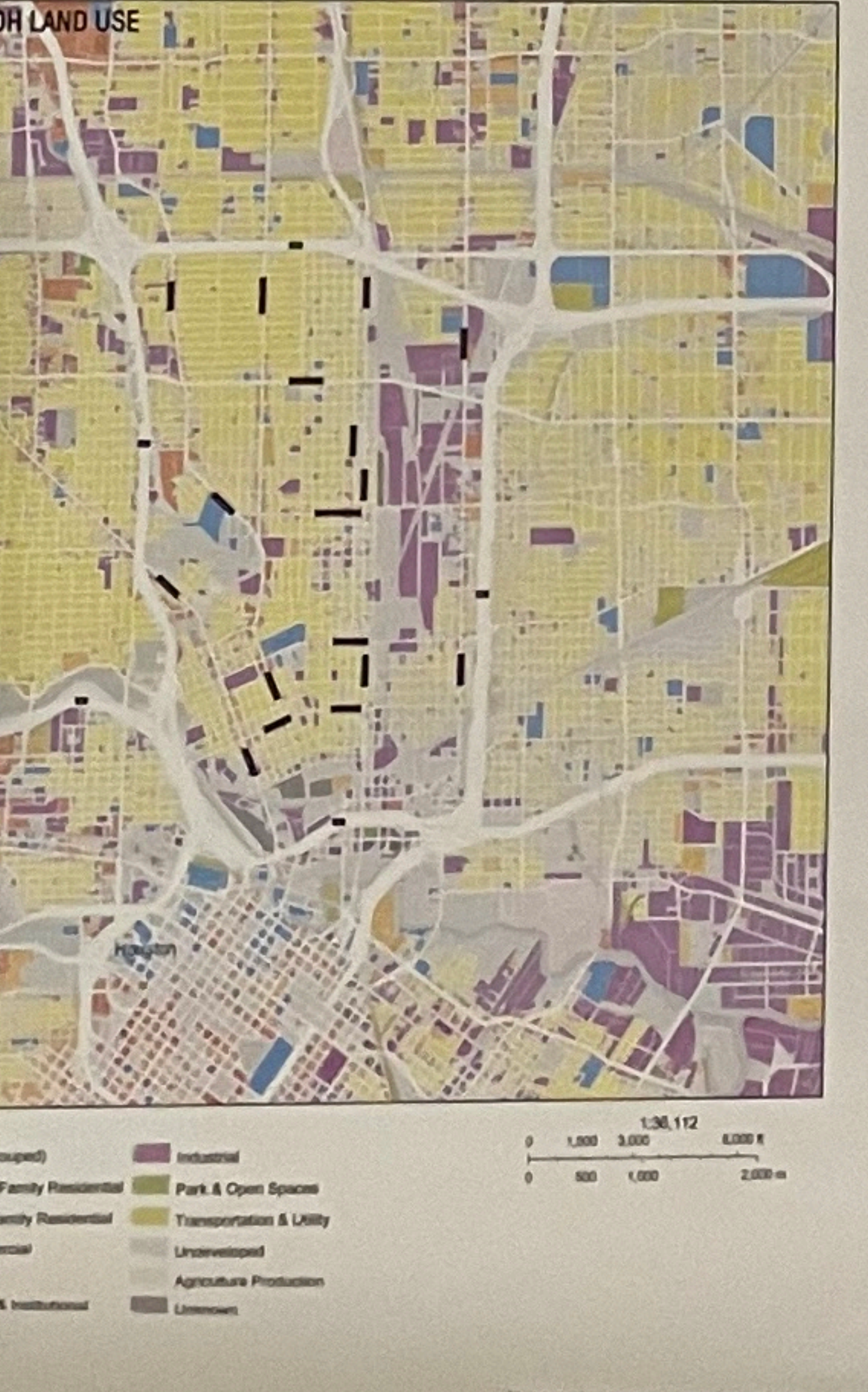
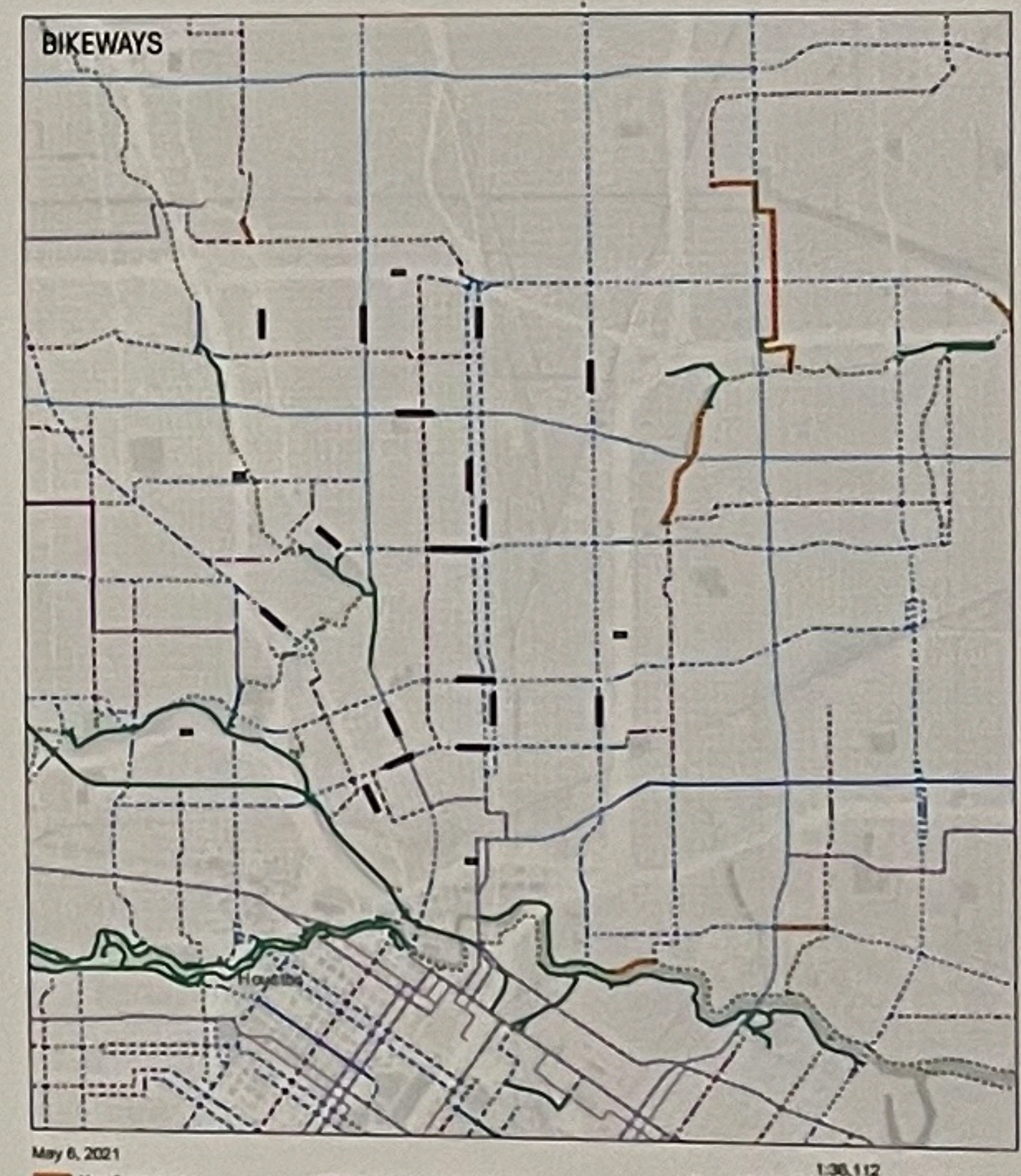
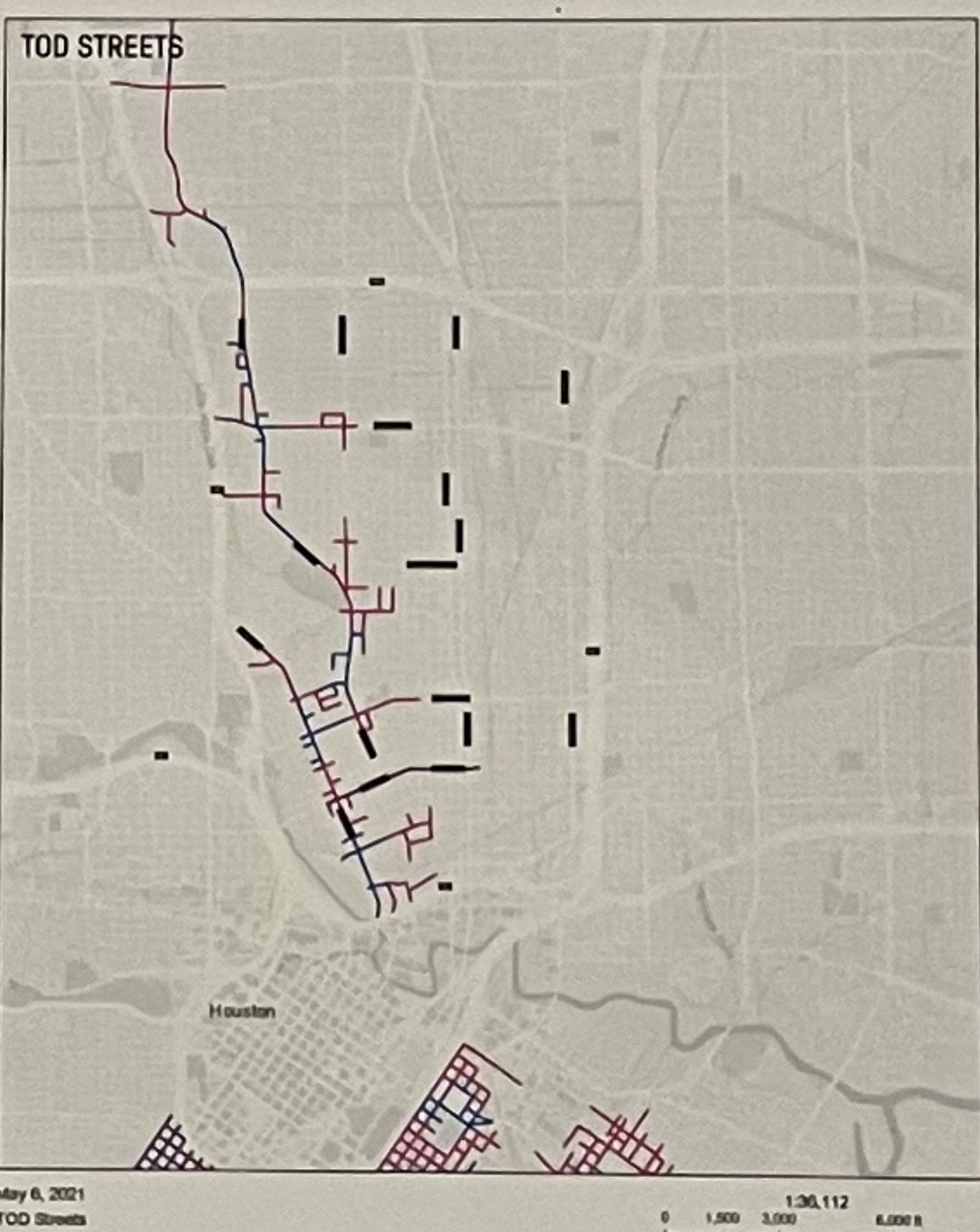
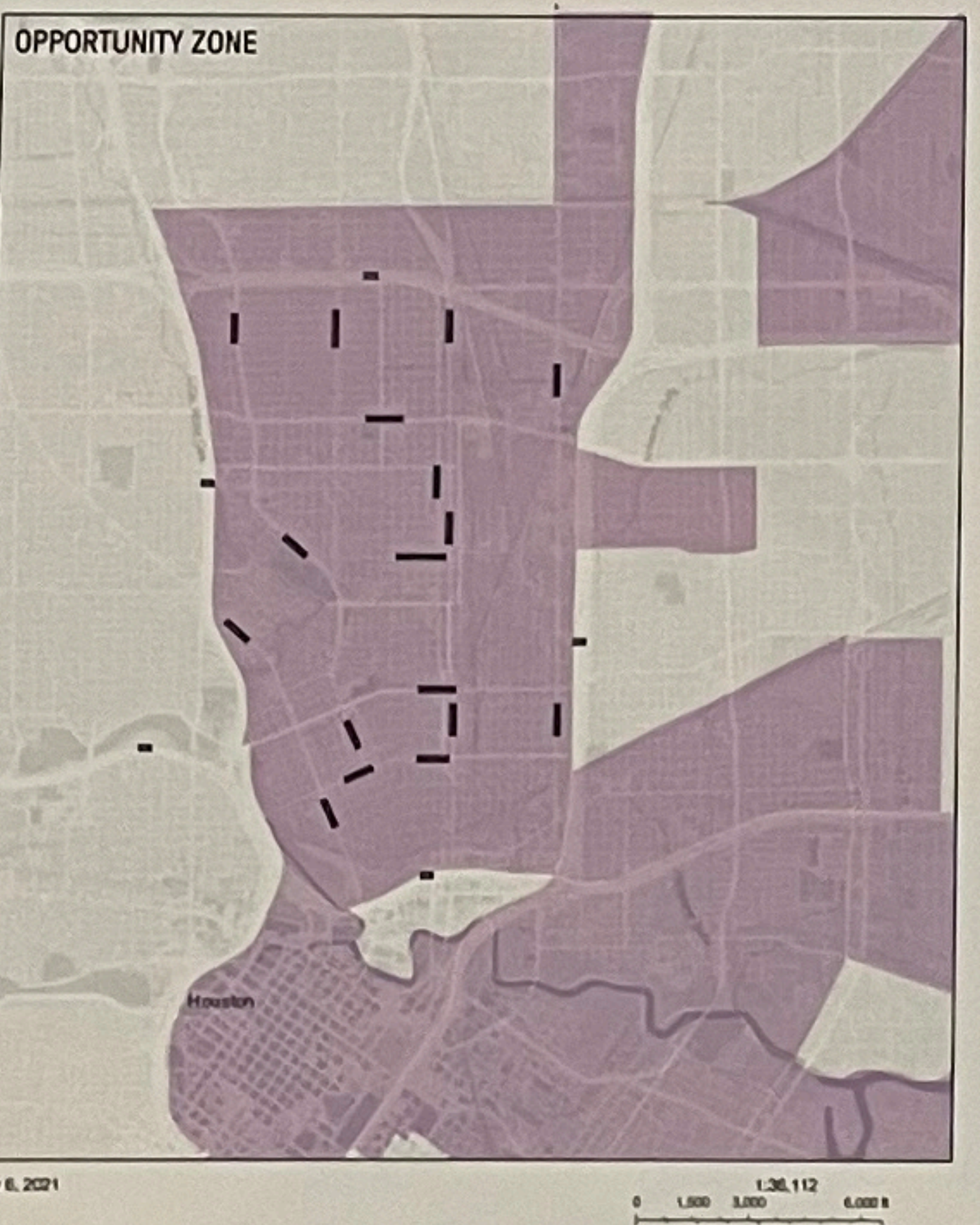
- Approximate District Boundary



TIRZ 21 DISTRICTS & CORRIDORS DRAFT



Agree TIP - check federal funding (hand, camera) → delay FY 21 to 23 \$150 mil



Full program by 2017 ok w/ Ian Hlavacek Hogan - Antman?

“It’s good to be in the Near Northside because...”

It's close to downtown

It's now more historic than the Heights.

It sounds so much cooler than the Heights and Greater Heights

easy access + I10/I45/Hardy/59

large inventory of post war historic homes mostly untouched

Urban Design
TIRZ 21
Community
Engagement
Event

Two Duplicate Seasons!

- 1 TRASH PANDA DRINKING CLUB
- 2 LONNEL CASTLE COMMUNITY CENTER

SwA, Gauge

Man in black shirt looking at a document.

Woman in white blazer looking at a document.

Woman with red backpack and dark jacket.

Woman in black and white polka dot top.





16

THIS DOOR TO REMAIN UNLOCKED DURING BUSINESS HOURS

DM
SH
E

TAB

NINE C

2022 MTFP Application



Submittal period closes Friday, March 4, 2022

The Major Thoroughfare and Freeway Plan (MTFP) Amendment Review Process

Vision: The City of Houston’s Major Thoroughfare and Freeway Plan identifies a multimodal network for access and connectivity. This network forms the basis for preserving existing mobility in developed areas and accommodating future mobility in un/underdeveloped areas.

<p>January 4 - February 25</p>	<p>Mandatory pre-submittal conference with Transportation staff</p> <p>This will give all parties an opportunity to fully understand the request, the process, and the limitations of the MTFP. This meeting will also help to determine if modifications to the application are necessary.</p>
<p>January 10 - March 4</p>	<p>Application submittal period</p> <p>Applications delivered after 5:00 p.m. on March 4 will not be accepted. If a pre-submittal conference with staff has not been held during the allotted time period, the application will not be accepted.</p>
<p>March 7</p>	<p>Multiple County MTFP Coordination</p> <p>Staff will begin coordination with other counties MTFP processes.</p>
<p>April - May</p>	<p>Notification Package <i>(Applicants will be charged a notice fee for each envelope and stamp notification)</i></p> <p>Coordinate with staff for notification package.</p>
<p>May 12</p>	<p>The Planning Commission Workshop</p> <p>This is an opportunity for the applicant and the staff to present the proposed amendment to the Planning Commission. An open dialogue between the applicant, staff, and the Commission members allows better understanding of the cases. Staff will describe the MTFP amendment process and provide an update on public comments. The applicant will introduce their proposed amendment request. During the Workshop, the Commissioners may ask questions of the applicant or staff and may request that certain information be researched and incorporated in technical reports that follow. Any proposed alternatives or changes considered by staff may also be presented.</p>
<p>May 16 – May 27</p>	<p>Notice of an open house and of a public hearing before the Planning Commission is mailed and run in the newspaper</p> <p>Mailing information includes a Preliminary Report developed by the staff. <i>Applicants will be charged notice fee for each envelope and stamp notification.</i></p>
<p>June 15</p>	<p>An open house is held</p> <p>Attended by applicants, staff, interested residents, and Planning Commissioners. Residents can visit with each applicant to review maps and documents. Staff will be available to answer any questions regarding staff’s research. Information about any amendments being proposed by staff may also be available.</p>
<p>July 21</p>	<p>Public Hearing is held before the Planning Commission</p>
<p>September 1</p>	<p>Planning Commission votes on staff recommendations</p>
<p>September 30</p>	<p>Amendments are forwarded to City Council for adoption</p>



2022 MTFP Application

To expedite this application, please complete entire application form and attach supporting material as required.

Staff will complete shaded items

Submittal period closes March 4, 2022

1. STREET/PROPOSAL NAME: _____

2. PRE-SUBMITTAL CONFERENCE DATE: _____

3. REQUEST: Add Thoroughfare/Collector/Transit Corridor Street Delete T/C Realign T/C Reclassify T/C

4. PROJECT INFO: Appl. no.:

Inside City Limits Census Tract: _____ School Dist.: _____

ETJ Key Map: _____ Zip Code: _____ City Council Dist.: _____

County: _____ Utility Dist.: _____ Co. Comm. Pct.: _____

5. PROJECT DATA: Is Street currently on a CIP (if yes, provide agency name): _____

Name of Thoroughfare/Collector/TCS _____ Total length (miles): _____

Year Street first appeared on MTFP: _____ Total ROW width (feet): _____

6. GEOGRAPHIC:

North of: _____ East of: _____

South of: _____ West of: _____

7. SUMMARY, DESCRIPTION FOR PROPOSAL: (Attach Letter to Director to include details about request)

8. PLEASE PROVIDE YOUR JUSTIFICATION FOR THE MTFP AMENDMENT REQUEST (See attached letter to Director, is not acceptable)

9. DESCRIPTION OF ANY MEETINGS OR DISCUSSION WITH AREA LANDOWNERS AND/OR ADJACENT RESIDENTS/BUSINESSES: (Attach supporting material)

10. CONTACT INFO:

Owner: _____ Name of Contact Person: _____

Address: _____ Phone: _____ Fax: _____

_____ Email: _____

City: _____ State: _____ Zip: _____

Applicant: _____ Name of Contact Person: _____

Address: _____ Phone: _____ Fax: _____

_____ Email: _____

City: _____ State: _____ Zip: _____

11. ADDITIONAL CONTACT INFO:

2ND Name: _____ Phone: _____ Email: _____



2022 MTFP Application

12. MTFP AMENDMENT SUBMITTAL REQUIREMENTS CHECKLIST (DUE AT APPLICATION SUBMITTAL UNLESS OTHERWISE SPECIFIED)

- 1. Completed Application Form clear and concise summary of amendment proposal
- 2. Letter to Director of Planning & Development Department
- 3. Justification section, clear and concise justification for the amendment request
- 4. Area Map
- 5. Scaled Area Map on 8 1/2" x 11" paper
- 6. Proposed alignments and exhibits in **GIS digital format**
- 7. Letter of Authorization (if required)
- 8. Area Map with alternatives, no smaller than 40" x 35" (due at Public Open House)
- 9. Traffic Study, as determined by the Director of Houston Public Works (due if/when requested by staff)
- 10. Notification Package (due when specified in timeline on page 1)
- 11. Documentation to show support from adjacent landowners for proposed amendment (due if/when requested by staff)
- 12. Items 1-11 in digital format

DESCRIPTION OF SUBMITTAL REQUIREMENTS (DUE AT TIME OF APPLICATION SUBMITTAL)

1. **Completed Application Form** – Complete all information on the application form on the previous page.
2. **Letter to Director of Planning & Development Department** – *Note: This official letter is important, but you will also need to state your justification on the application. The letter to the Director may be posted on the website and may be viewed by residents, agency representatives and elected officials. It should be comprehensive and written in a manner to be easily understood by these audiences. It is strongly recommended that the letter’s content address the following:*

- How does the current and proposed alignments pose restrictions that hinder development, either on the property of the applicant or adjacent property owners?
- Is your amendment consistent with the City’s plans/adjacent municipalities’ plans?
 - For amendments within the City of Houston limits, consider the City’s Complete Streets Executive Order and how the amendment(s) will improve mobility and access for all users of Houston’s transportation network. Any amendments for roadways within the City of Houston should take into consideration recommendations from the Bicycle Master Plan, METRO’s Transit Plan, Vision Zero, The Walkable Places and Transit Oriented Development Ordinance, the overall context of the street, and the vision of the area or the corridor as proposed in previous planning studies (i.e., sub-regional mobility studies or livable center studies). See page 6, “Resources.”
- Does your amendment increase safety and multimodal options by providing sufficient width?
- Does your amendment improve drainage/reduce flooding?
- Is your amendment supported by the community and adjacent landowners?
- Does this site have any previous Planning Commission decisions still in effect?
- Does your amendment preserve the existing street network? (developed areas)
- Does your amendment preserve future corridors for transportation system development?

(un/underdeveloped areas)

2022 MTFP Application

- Any impacts and the proposed mitigation of any adverse impacts on existing thoroughfares, the environment, and the area surrounding the amendment must be addressed using appropriate studies, reports, and maps.
 - Explain, justify, and demonstrate the merits of the proposal to amend the MTFP, including how it addresses the broader goals and objectives of the MTFP and how it will impact the overall transportation system.
 - Keep in mind when determining your amendment request, that it is the general policy of the Planning Commission and the staff to make all reasonable efforts to maintain the original integrity of the plan, and its basic theory and to keep changes and revisions to a minimum. This policy maintains the plan’s continuity and ensures confidence in the plan’s long-range implementation by private landowners, developers, and sub dividers, as well as other governmental agencies charged with the responsibility of constructing facilities illustrated in the plan. Refer to the MTFP Policy Statement on the website (see page 6, “Resources”).
 - State why your proposal must be considered this year, and how lack of consideration would impede plans to develop your property.
3. **Area Map** – Must illustrate the existing MTFP alignment and how the proposed change would affect the thoroughfare pattern in the general area at a scale of 1” = 1,000 ft. This map must also show current property ownership of those landowners affected by the proposal. In certain instances, staff may also request a survey of the area.
 4. **Scaled Area Map on 8 ½” X 11” Paper** – Must illustrate the existing MTFP alignment and how the proposed change would affect the thoroughfare pattern in the general area. This map must fit on 8 ½” x 11” sized paper.
 5. **Proposed Alignments and Exhibits in Digital Format** – A GIS shapefile of the proposed (re)alignment **is required**. Shapefiles should be created by copying the most recent City of Houston MTFP layer package available [online](#), editing the spatial data relevant to the request and repackaging. If there are several different requests, each request should be an independent line within the attribute table. Applicants **must include the five fields** shown below in the attribute table (see the table below for an example). Provide any other exhibits or data that are relevant to the request (ex. floodplain based on TSARP map, aerial exhibits, pipelines, etc.) See page 6, “Resources,” for more information.

Example Attribute Table for Amendment Shapefile

Street	Street Segment	Request	Current MTFP Classification	Proposed MTFP Classification
Planning Drive	Fort Bend Tollway to Chimney Rock Road	Reclassify (T-4-100) to (MJ-2-80)	T-4-100	MJ-2-80
Planning Drive	Chimney Rock Road to Alameda Road	Delete	T-4-100	N/A
Development Road	McHard Road to Broadway Street	Add	N/A	T-4-100

6. **Letter of Authorization** – If you serve as the agent for the interested property owner(s), a letter to authorize your representation should be provided.

DEADLINE FOR RECEIPT OF 2022 MTFP AMENDMENT APPLICATIONS AND ALL SUPPORTING MATERIALS IS 5:00 P.M. FRIDAY, MARCH 4, 2022 (except for items listed below). ELECTRONIC FORMAT OF COMPLETED APPLICATIONS MAY BE MAILED OR HAND DELIVERED. IDENTIFY YOUR SUBMITTED MATERIALS AS “MTFP AMENDMENT APPLICATION.”

2022 MTFP Application



DESCRIPTION OF SUBMITTAL REQUIREMENTS (DUE AT TIME SPECIFIED)

7. **Area Map with alternatives (due during public open house)** – Based on the study area boundary and alternatives discussed at the Planning Commission workshop, applicant should coordinate with staff and provide an area map depicting the study area boundary and alternatives being evaluated. Applicant shall use this exhibit for open house meeting for discussion with the public.
8. **Traffic Study (due if/when requested by staff)** – May be required for applications requesting a deletion, realignment, or reclassification of MTFP alignments. Specific traffic data will be determined by the Director of the Houston Public Works Department on a case-by-case basis. Requirement for a traffic study should be discussed with staff during the pre-submittal meeting but may be requested later if additional information is needed for review.
9. **Notification Package** – *Notification area and submittal deadline should be coordinated with staff after application is submitted.*
 - Staff will provide a list of all affected property owners identified on the area map, including the property's legal description as shown on the appraisal district record or tax statement, to be verified by the applicant. Based on the discussion at the Planning Commission workshop, staff may require that alternative alignments or designations be studied as a part of this application. As a result, study area boundary and notification list may change due to this requirement. Staff will coordinate with applicants following the workshop and throughout the amendment process.
 - Applicants must provide a copy of the County **Appraisal District record** or tax statement for each affected property identified on the area map. Record or statement must be less than 30 days old when submitted.
 - Staff will send one envelope addressed to each affected property owner identified on the above list and on the area map. *In cases in which the appraisal district records or tax statements show the same owner's name and owner address for multiple property accounts, only one envelope is needed. **Applicants will be charged a notice fee for each envelope and stamp notification.***
 - The envelope will have a **return address label**, addressed as follows:
City of Houston
Planning & Development Department
Transportation Planning
P.O. Box 1562
Houston, Texas 77251-1562
 - An **HCAD map** and Excel spreadsheet indicating which specific property owners were notified.
 - The above requirements will be provided by staff in **digital copies**.
10. **Documentation to show support from Adjacent Landowners for Proposed Amendment** – Documentation of support (i.e., letters of support) will also be accepted. Benchmarks at which time support will be tallied by staff are as follows:
 - At time of submittal
 - After open house
 - After public hearing
11. **Items 1-11 in digital format** – A copy of all information should be provided to staff in digital format on a CD, USB, or transmitted electronically.

2022 MTFP Application



RESOURCES:

COH-Planning & Development Website: www.houstonplanning.com

MTFP website: <http://www.houstontx.gov/planning/transportation/MTFP.html>

Includes:

- MTFP Policy Statement (amended in 2015)
- 2021 MTFP Map
- 2021 MTFP Hierarchy Classification Table
- 2021 MTFP GIS data
- Historical MTFP maps
- 2022 MTFP Amendment - Application, Timeline and Process

Consolidated Transportation Planning: <http://mycity.houstontx.gov/HoustonCTP/>

Harris County Appraisal District www.hcad.org

Fort Bend County Appraisal District www.fbcad.org

Montgomery Central Appraisal District <http://www.mcad-tx.org/>

Liberty County Central Appraisal District www.libertycad.com

Harris County Flood Control District <https://www.hcfc.org/>

Grand Parkway / SH 99 <http://grandpky.com/>

Dallas-Houston High Speed Rail <http://www.fra.dot.gov/Page/P0700>

COH - Bicycle Master Plan houstonbikeplan.org

Complete Streets E.O. houstontx.gov/completestreets

Vision Zero <http://houstontx.gov/visionzero/>

Walkable Places and Transit Oriented Development <https://houstontx.gov/planning/wp-committee.html>

TO CONTACT US:

Location:

City of Houston
Planning and Development
Department Transportation Planning
611 Walker Street, Sixth Floor
Houston, Texas 77002

Mailing Address:

City of Houston
Planning and Development
Department Transportation Planning
P. O. Box 1562
Houston, Texas 77251-1562

Staff Contacts:

Sharon Moses-Burnside, JD, MS

Phone: 832.393.6564
Fax: 832.393.6664
Email: Sharon.Moses-Burnside@houstontx.gov

David Fields, AICP

Phone: 832.393.6573
Fax: 832.393.6664
Email: David.Fields@houstontx.gov

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

**MAJOR THOROUGHFARE PLAN PROPOSED AMENDMENT
FULTON STREET BETWEEN QUITMAN STREET AND
UPRR RAIL TRACKS
DISCUSSION**

December 10, 2021

REINVESTMENT ZONE NUMBER TWENTY-ONE, CITY OF HOUSTON, TEXAS
HARDY/NEAR NORTHSIDE ZONE

Major Thoroughfare Plan Proposed Amendment Discussion:
Fulton Street between Quitman Street and UPRR Rail Tracks

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Exhibit 1: TIRZ 21 Boundary Map on Aerial Photo.....

Exhibit 2: MTP: Fulton Street connection at San Jacinto

Exhibit 3: Aerial Image Near Northside Neighborhood: Fulton Street at Burnett & Hardy
Yards Site

Exhibit 4: Cover Sheet: Reimbursement Agreement with CR V Hardy Yards, L.P.....

Exhibit 5: Exhibit B – Page 2 of Reimbursement Agreement with CR V Hardy Yards, L.P.....

Exhibit 6: Amended and Restated Reimbursement Agreement with CR V Hardy Yards, L.P.

Exhibit 7: Amended and Restated Exhibit B – Page 2 Reimbursement Agreement with CR V Hardy
Yards, L.P.

Exhibit 8: Cover Sheet Fiscal Year 2021 Audit for Hardy Yards Near Northside
Redevelopment Authority

Exhibit 9: Page 20 FY21 Audit Note 8: \$6,004,992 due to developer as of 6/30/2021.....

Exhibit 10: TIRZ Revenue Projection based on Certified 2021 Tax Rolls from 2020 to Zone Termination
on December 31, 2040: Total paid to developer upon Zone termination \$4,687,085

Exhibit 11: Existing Freeways, Toll Roads, Expressway, Light Rail Alignment Map including I45, I69,
Hardy Toll Road, Elysian Viaduct and METRO Fulton/North Central NB Rail Alignment

Exhibit 12: Plan View: TxDOT North Houston Highway Improvement Project: Main Lanes I-10
Realignment at San Jacinto Street connection to Fulton Street

Exhibit 13: Cross Section: TxDOT North Houston Highway Improvement Project: Main Lanes I-10
Realignment at San Jacinto Street connection to Fulton Street (Hardy Yards Site and Burnett at Main
Street shown on right).....

Exhibit 14: METRO Fulton/North Central NB Rail Alignment Map.....

Exhibit 15: Image: Street View Fulton Street at Interstate 610

Exhibit 16: Image: Street View Fulton Street at Sue Street.....

Exhibit 17: Image: Street View Fulton Street at Billingsly Street.....

Exhibit 18: Image: North Terminus METRO Rail Boundary Street at Fulton Street.....

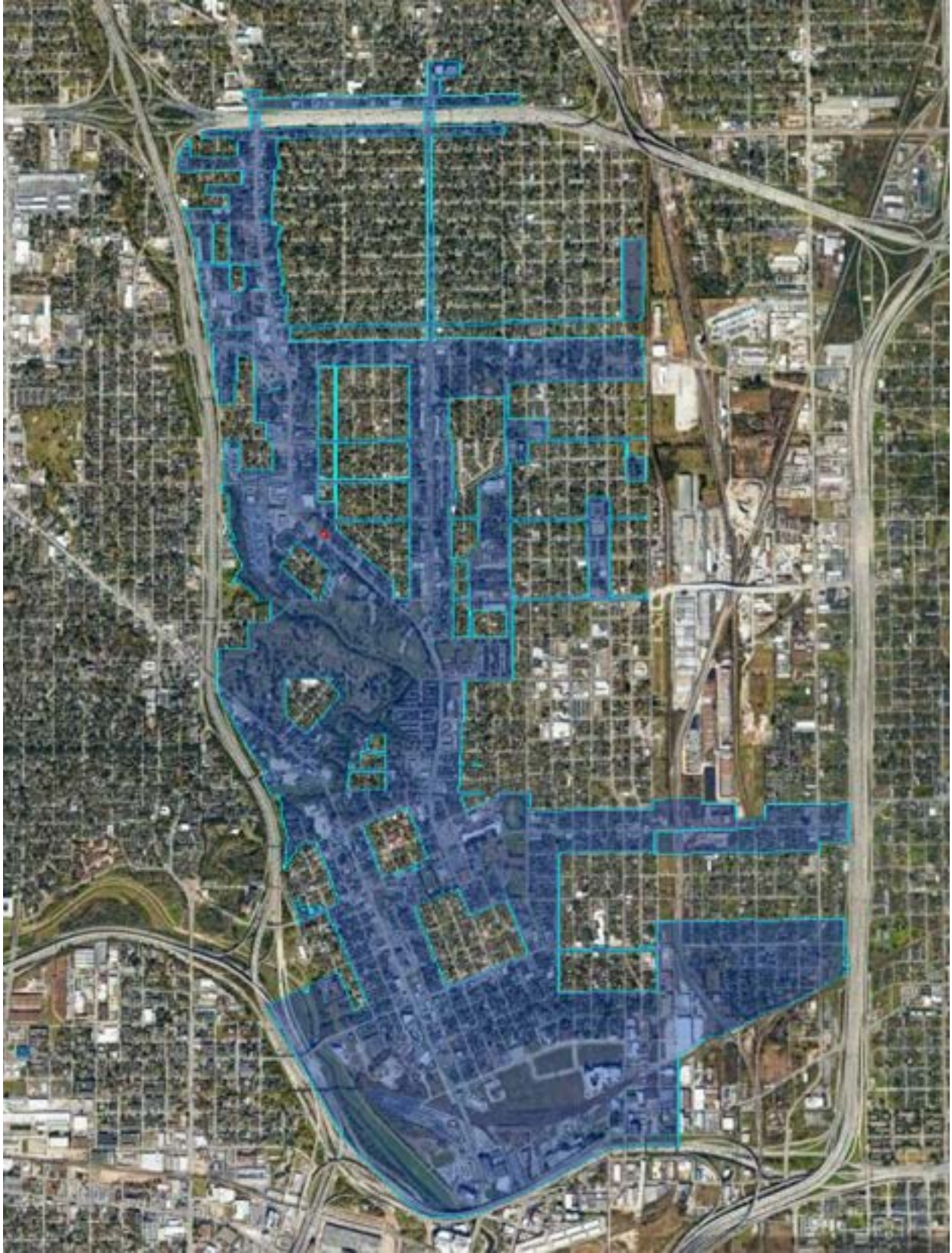
Exhibit 19: Image: Fulton Street at Burnett Street Existing Conditions.....

Exhibit 20: Alternative 1 - Union Pacific Guidance for Sidewalk Improvements.....

Exhibit 21: Alternative 2 - Union Pacific Guidance for Sidewalk Improvements w/Off-Quadrant
Pedestrian Devise.....

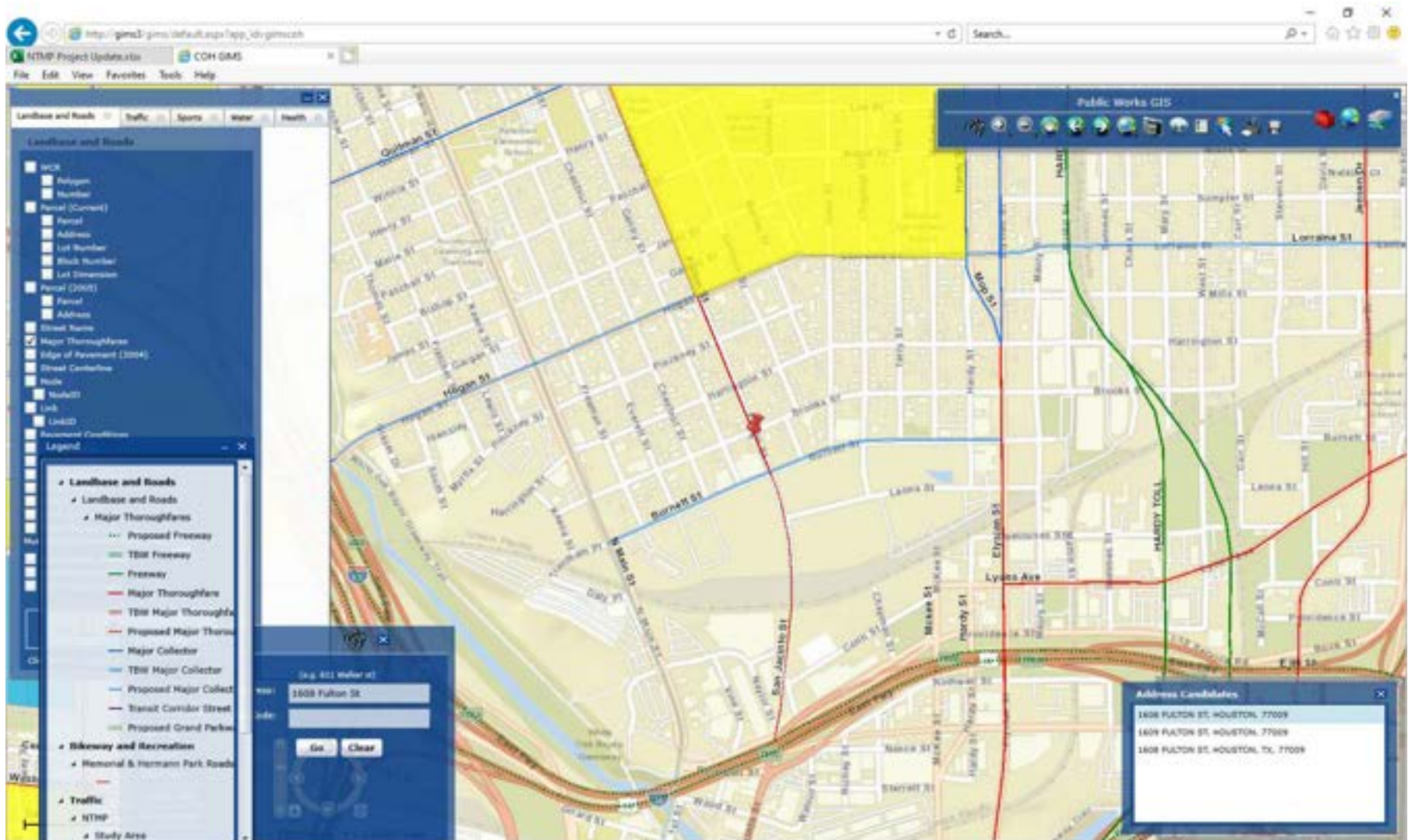
Exhibit 22: Alternative 3 - Union Pacific Guidance for Sidewalk Improvements w/Pedestrian Gates.....

Exhibit 1



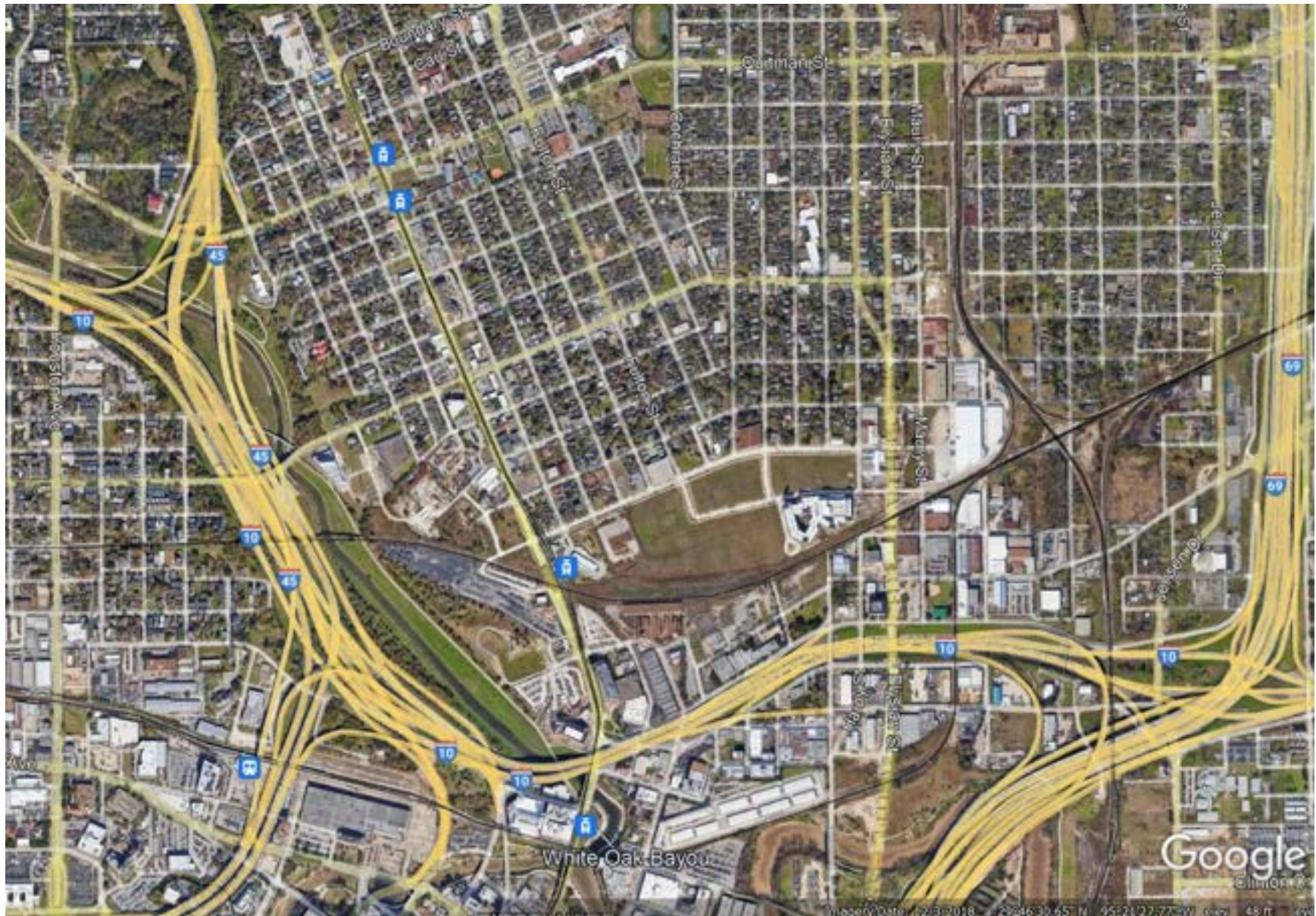
TIRZ 21 - Boundary Map

Exhibit 2



MTP: Proposed Fulton Street connection to San Jacinto as noted by dotted line - roadway does not exist.

Exhibit 3



Aerial Image Near Northside Neighborhood: Fulton Street at Burnett & Hardy Yards Development Site

Exhibit 4

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

Cover Sheet: Reimbursement Agreement with CR V Hardy Yards, L.P.

Exhibit 5

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
<hr/>						
Subtotal	\$ 12,189,000	\$ -	\$ -	\$ -	\$ -	\$ 12,189,000
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
<hr/>						
Subtotal	\$ -	\$ 7,667,000	\$ -	\$ -	\$ -	\$ 7,667,000
Hardy Yards Utility Up-Sizing						
Oversized Public Drainage Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Oversized Public Water & Sewer Infrastructure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<hr/>						
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Project Costs						
San Jacinto Right-of-Way Acquisition	\$ 2,700,000	\$ -	\$ -	\$ -	\$ -	\$ 2,700,000
Burnett Right-of-Way Acquisition	\$ -	\$ 468,000	\$ -	\$ -	\$ -	\$ 468,000
<hr/>						
Subtotal	\$ 2,700,000	\$ 468,000	\$ -	\$ -	\$ -	\$ 3,168,000
TOTAL OFFSITE PUBLIC IMPROVEMENTS	\$ 14,889,000	\$ 8,135,000	\$ -	\$ -	\$ -	\$ 23,024,000

Exhibit 6

AMENDED AND RESTATED FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This Amended and Restated First Amendment to Development Agreement (this "Agreement"), dated effective as of 10/11, 2013 (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") and a First Amendment to Development Agreement dated as of May 14, 2012 (the "First Amendment").

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

In consideration of the mutual benefits described herein and in the Original 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 Original Development Agreement. The following terms, including terms defined in the Original Development Agreement and redefined below, have the following meanings:

"Completion" means, with respect to each Phase, or portion thereof, of the Improvements, completion of such Phase, or portion thereof, 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.

"Development Agreement" means the Original Development Agreement as amended by this Agreement.

Amended and Restated Reimbursement Agreement with CR V Hardy Yards, L.P.

Exhibit 7

	BURNETT-MAIN INTERSECTION	BURNETT-FREEMAN TO HARDY	OFFSITE UTILITY IMPROVEMENTS	HARDY YARD IMPROVEMENTS	STREETSCAPES/ PARKS	CAPACITY IMPACT FEES	OFFSITE, MISC.	
OFFSITE PUBLIC IMPROVEMENTS								
Burnett-Main Intersection								
Street & Tunnel Improvements	\$ 4,053,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,053,500.00
Sidewalks, Streetscape & Lighting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Public Drainage Improvements	\$ 197,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 197,400.00
Public Water & Sewer Infrastructure	\$ 197,150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 197,150.00
Subtotal	\$ 4,448,050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,448,050.00
Burnett Improvements								
Street Improvements	\$ -	\$ 4,153,121	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,153,121.00
Sidewalks, Streetscape & Lighting	\$ -	\$ -	\$ -	\$ -	\$ 1,059,350	\$ -	\$ -	\$ 1,059,350.00
Public Drainage Improvements	\$ -	\$ 908,123	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 908,123.80
Public Water & Sewer Infrastructure	\$ -	\$ 344,372	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 344,371.70
Subtotal	\$ -	\$ 5,405,616	\$ -	\$ -	\$ 1,059,350	\$ -	\$ -	\$ 6,464,965.50
Maubury Improvements								
Street Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,176,000	\$ 1,176,000.00
Sidewalks, Streetscape & Lighting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Public Drainage Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Public Water & Sewer Infrastructure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,176,000	\$ 1,176,000.00
Utility Improvements								
Overized Public Drainage Improvements	\$ -	\$ -	\$ 3,722,000	\$ -	\$ -	\$ -	\$ -	\$ 3,722,000.00
Overized Public Water & Sewer Infrastructure	\$ -	\$ -	\$ 701,000	\$ -	\$ -	\$ -	\$ -	\$ 701,000.00
Subtotal	\$ -	\$ -	\$ 4,423,000	\$ -	\$ -	\$ -	\$ -	\$ 4,423,000.00
Other Project Costs								
Railroad Quiet Zones	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000.00
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000.00
TOTAL OFFSITE PUBLIC IMPROVEMENTS	\$ 4,448,050	\$ 5,405,616	\$ 4,423,000	\$ -	\$ 1,059,350	\$ -	\$ 2,176,000	\$ 17,512,015.50
TOTAL PUBLIC IMPROVEMENTS	\$ 4,448,050	\$ 5,405,616	\$ 4,423,000	\$ 3,824,375	\$ 6,487,930	\$ 1,775,822	\$ 2,176,000	\$ 28,540,792.35

HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY
CITY OF HOUSTON, TEXAS
ANNUAL FINANCIAL REPORT
JUNE 30, 2021

HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2021

NOTE 8. DEVELOPMENT AGREEMENT

The Authority has entered into a Development Agreement dated March 4, 2010, and as amended on May 14, 2012, with CR V Hardy Yards, L.P. (“Hardy Yards LP”), the owner of property located within the Hardy/Near Northside Zone. Hardy Yards LP is responsible for the inspection, supervision and management of the construction and installation of the improvements to the Hardy/Near Northside Zone. The improvements are to be made in accordance with the terms of the Development Agreement and amendment thereto and relevant City ordinances or procedures.

The Authority shall reimburse Hardy Yards LP for the amount of actual project costs incurred plus accrued interest. Hardy Yards LP is responsible for determining that project costs are eligible in accordance with terms defined in the Developer Reimbursement Agreement and amendment thereto. The costs to be reimbursed are not to exceed \$33,312,000 as noted in the original agreement. Included in the original reimbursable amount were costs related to the purchase or condemnation of right-of-way for the San Jacinto Street Extension Project in the amount of \$2,700,000. During fiscal year 2012, an ordinance was passed that authorized the appropriation of \$2,033,223 out of the Woodlands Regional Participation Fund to fund these costs.

The Authority will utilize available tax increments in order to reimburse Hardy Yards LP for the costs incurred until all project costs have been fully reimbursed. Hardy Yards LP has no right to claim any reimbursement other than from available tax increment or bond proceeds.

As of June 30, 2021, Hardy Yards LP has incurred a total of \$7,849,582 in development costs on behalf of the Authority. The Authority has reimbursed the Developer \$1,844,590, of which \$442,894 was reimbursed during the fiscal year ended June 30, 2021, leaving a balance of \$6,004,992 due to the Developer at June 30, 2021. The total is comprised of \$4,316,310 for onsite public improvements and \$1,688,682 for offsite public improvements.

NOTE 9. CAPITAL ASSETS – DEVELOPMENT COSTS

During the fiscal year ended June 30, 2021, the Authority did not incur development costs with Central Houston Civic Improvement for planning and design work in connection with a project for a hike and bike trail within the Zone. Cumulative costs for this project as of June 30, 2021, totaled \$123,022.

During the fiscal year ended June 30, 2021, Hardy Yards LP did not incur development costs related to onsite and offsite public improvements within the boundaries of the Authority. The project has been completed and assets were conveyed to the City of Houston for maintenance and operation. The Authority will reimburse the Developer for project costs in the amount of the actual costs of the public improvements to the extent that the Developer’s project generates tax increment revenues.

Exhibit 10

Tax Year	Base Value Cypress	Base Value Non-Cypress	Projected Taxable Value Cypress	Projected Taxable Non-Cypress Value	Captured Appraised Value Cypress	Captured Appraised Value Non-Cypress	Collection Rate	Tax Rate	Increment Revenue Cypress	Increment Revenue Non-Cypress	City Admin (5%) Cypress	City Admin (5%) Non-Cypress	Affordable Housing Cypress	Affordable Housing Non-Cypress	Cypress Payment	Net Revenue (Less Transfers)
2021	\$ 4,568,250	\$ 35,744,830	\$ 26,363,128	\$ 148,831,368	\$ 21,794,878	\$ 113,086,538	95.00%	0.56184	\$ 116,330	\$ 603,597	\$ 5,816	\$ 30,180	\$ 38,777	\$ 201,199	\$ 443,955	\$ -
2022	\$ 4,568,250	\$ 35,744,830	\$ 27,681,284	\$ 156,272,936	\$ 23,113,034	\$ 120,528,106	95.00%	0.56184	\$ 123,365	\$ 643,316	\$ 6,168	\$ 32,166	\$ 41,122	\$ 214,439	\$ 472,787	\$ -
2023	\$ 4,568,250	\$ 35,744,830	\$ 29,065,349	\$ 164,086,583	\$ 24,497,099	\$ 128,341,753	95.00%	0.56184	\$ 130,753	\$ 685,022	\$ 6,538	\$ 34,251	\$ 43,584	\$ 228,341	\$ 503,061	\$ -
2024	\$ 4,568,250	\$ 35,744,830	\$ 30,518,616	\$ 172,290,912	\$ 25,950,366	\$ 136,546,082	95.00%	0.56184	\$ 138,510	\$ 728,812	\$ 6,925	\$ 36,441	\$ 46,170	\$ 242,937	\$ 534,848	\$ -
2025	\$ 4,568,250	\$ 35,744,830	\$ 32,044,547	\$ 180,905,458	\$ 27,476,297	\$ 145,160,628	95.00%	0.56184	\$ 146,654	\$ 774,792	\$ 7,333	\$ 38,740	\$ 48,885	\$ 258,264	\$ 568,225	\$ -
2026	\$ 4,568,250	\$ 35,744,830	\$ 33,646,774	\$ 189,950,731	\$ 29,078,524	\$ 154,205,901	95.00%	0.56184	\$ 155,206	\$ 823,071	\$ 7,760	\$ 41,154	\$ 51,735	\$ 274,357	\$ 95,710	\$ 507,560
2027	\$ 4,568,250	\$ 35,744,830	\$ 35,329,113	\$ 199,448,267	\$ 30,760,863	\$ 163,703,437	95.00%	0.56184	\$ 164,185	\$ 873,764	\$ 8,209	\$ 43,688	\$ 54,728	\$ 291,255	\$ 101,248	\$ 538,821
2028	\$ 4,568,250	\$ 35,744,830	\$ 37,095,569	\$ 209,420,681	\$ 32,527,319	\$ 173,675,851	95.00%	0.56184	\$ 173,614	\$ 926,991	\$ 8,681	\$ 46,350	\$ 57,871	\$ 308,997	\$ 107,062	\$ 571,645
2029	\$ 4,568,250	\$ 35,744,830	\$ 38,950,347	\$ 219,891,715	\$ 34,382,097	\$ 184,146,885	95.00%	0.56184	\$ 183,514	\$ 982,880	\$ 9,176	\$ 49,144	\$ 61,171	\$ 327,627	\$ 113,167	\$ 606,110
2030	\$ 4,568,250	\$ 35,744,830	\$ 40,897,864	\$ 230,886,301	\$ 36,329,614	\$ 195,141,471	95.00%	0.56184	\$ 193,909	\$ 1,041,564	\$ 9,695	\$ 52,078	\$ 64,636	\$ 347,188	\$ 119,577	\$ 642,298
2031	\$ 4,568,250	\$ 35,744,830	\$ 42,942,758	\$ 242,430,616	\$ 38,374,508	\$ 206,685,786	95.00%	0.56184	\$ 204,823	\$ 1,103,181	\$ 10,241	\$ 55,159	\$ 68,274	\$ 367,727	\$ 126,308	\$ 680,295
2032	\$ 4,568,250	\$ 35,744,830	\$ 45,089,895	\$ 254,552,146	\$ 40,521,645	\$ 218,807,316	95.00%	0.56184	\$ 216,283	\$ 1,167,880	\$ 10,814	\$ 58,394	\$ 72,094	\$ 389,293	\$ 133,375	\$ 720,192
2033	\$ 4,568,250	\$ 35,744,830	\$ 47,344,390	\$ 267,279,754	\$ 42,776,140	\$ 231,534,924	95.00%	0.56184	\$ 228,317	\$ 1,235,813	\$ 11,416	\$ 61,791	\$ 76,106	\$ 411,938	\$ 140,795	\$ 762,085
2034	\$ 4,568,250	\$ 35,744,830	\$ 49,711,610	\$ 280,643,741	\$ 45,143,360	\$ 244,898,911	95.00%	0.56184	\$ 240,952	\$ 1,307,143	\$ 12,048	\$ 65,357	\$ 80,317	\$ 435,714	\$ 148,587	\$ 806,072
2035	\$ 4,568,250	\$ 35,744,830	\$ 52,197,190	\$ 294,675,928	\$ 47,628,940	\$ 258,931,098	95.00%	0.56184	\$ 254,219	\$ 1,382,040	\$ 12,711	\$ 69,102	\$ 84,740	\$ 460,680	\$ 156,768	\$ 852,258
2036	\$ 4,568,250	\$ 35,744,830	\$ 54,807,050	\$ 309,409,725	\$ 50,238,800	\$ 273,664,895	95.00%	0.56184	\$ 268,149	\$ 1,460,681	\$ 13,407	\$ 73,034	\$ 89,383	\$ 486,894	\$ 165,358	\$ 900,753
2037	\$ 4,568,250	\$ 35,744,830	\$ 57,547,402	\$ 324,880,211	\$ 52,979,152	\$ 289,135,381	95.00%	0.56184	\$ 282,775	\$ 1,543,254	\$ 14,139	\$ 77,163	\$ 94,258	\$ 514,418	\$ 174,378	\$ 951,673
2038	\$ 4,568,250	\$ 35,744,830	\$ 60,424,772	\$ 341,124,222	\$ 55,856,522	\$ 305,379,392	95.00%	0.56184	\$ 298,133	\$ 1,629,956	\$ 14,907	\$ 81,498	\$ 99,378	\$ 543,319	\$ 183,849	\$ 1,005,140
2039	\$ 4,568,250	\$ 35,744,830	\$ 63,446,011	\$ 358,180,433	\$ 58,877,761	\$ 322,435,603	95.00%	0.56184	\$ 314,259	\$ 1,720,994	\$ 15,713	\$ 86,050	\$ 104,753	\$ 573,665	\$ 193,793	\$ 1,061,279
2040	\$ 4,568,250	\$ 35,744,830	\$ 66,618,311	\$ 376,089,454	\$ 62,050,061	\$ 340,344,624	95.00%	0.56184	\$ 331,191	\$ 1,816,583	\$ 16,560	\$ 90,829	\$ 110,397	\$ 605,528	\$ 204,234	\$ 1,120,226
Total									\$ 4,165,140	\$ 22,451,333	\$ 208,257	\$ 1,122,567	\$ 1,388,380	\$ 7,483,778	\$ 4,687,085	\$ 11,726,407

TIRZ Revenue Projection based on Certified 2021 Tax Rolls from 2021 until Zone Termination on December 31, 2040

Exhibit 11

Legend

- Project by Other Agency
- Major Thoroughfare Existing
- Major Thoroughfare To Be Widened
- Hardy/Elysian Corridors
- TIRZ 21 Boundary

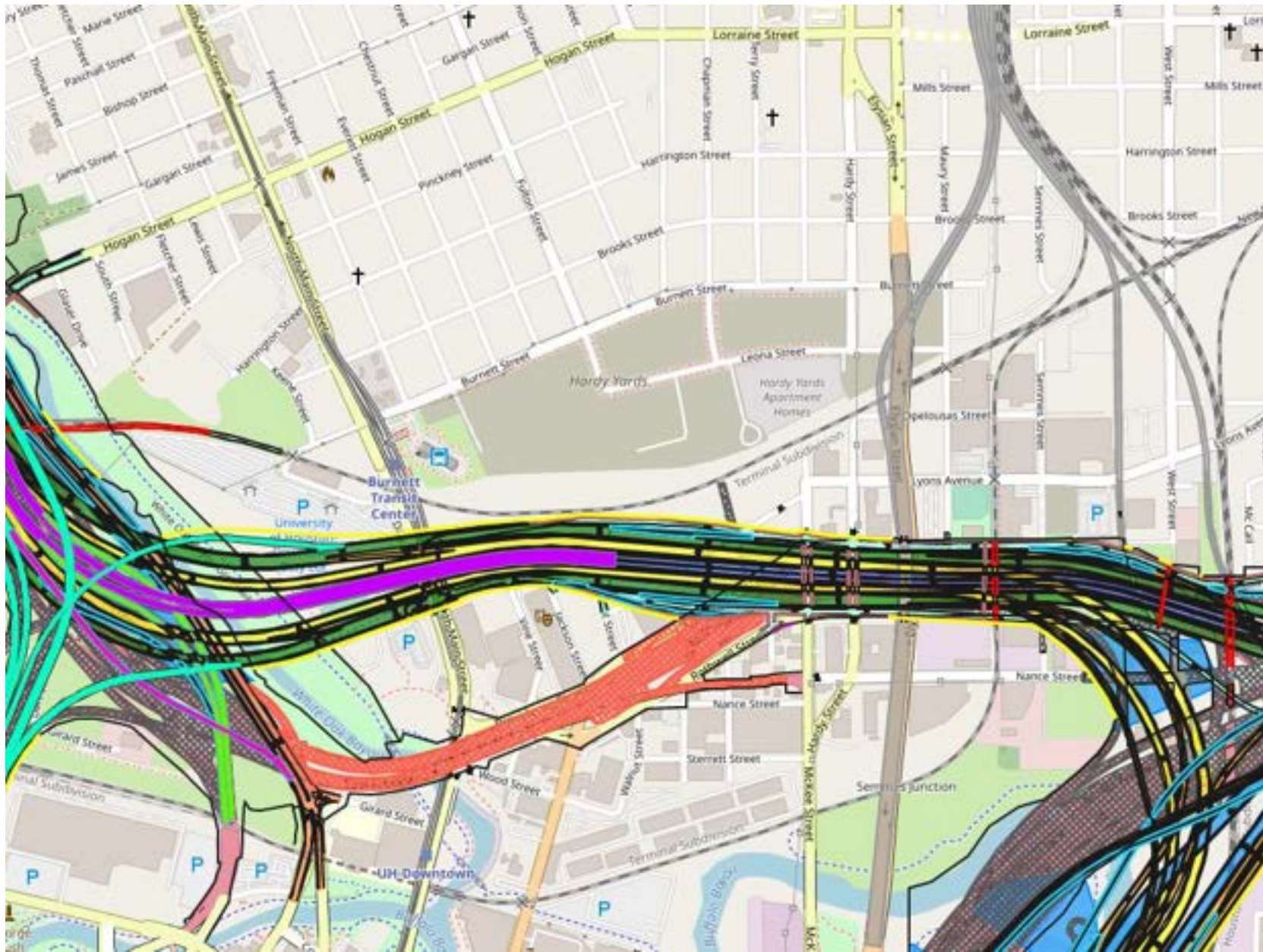


North Houston Hwy Improvement Project (NHHIP)

Hardy Tollway Extension



Exhibit 12



Plan View: TxDOT North Houston Highway Improvement Project Main Lanes I-10 Realignment at San Jacinto Street connection to Fulton Street

Exhibit 13



Cross Section: TxDOT North Houston Highway Improvement Project: Main Lanes I-10 Realignment at San Jacinto Street connection to Fulton Street (Hardy Yards Site and Burnett at Main Street shown on right)

Exhibit 14



METRO Fulton/North Central NB Rail Alignment

Exhibit 15



METRO Fulton/North Central NB Rail Alignment Street View: Fulton Street at Interstate 610

Exhibit 16



**METRO Fulton/North Central NB Rail Alignment Street View: Fulton Street at Sue Street
3 foot sidewalk - 9 foot vehicular lane**

Exhibit 17



**METRO Fulton/North Central NB Rail Alignment Street View: Fulton Street at Billingsly Street
4 foot sidewalk - 9 foot vehicular lane**

Exhibit 18



**METRO Fulton/North Central NB Rail Alignment Street View: North Terminus of Rail Alignment
Boundary Street at Fulton Street**

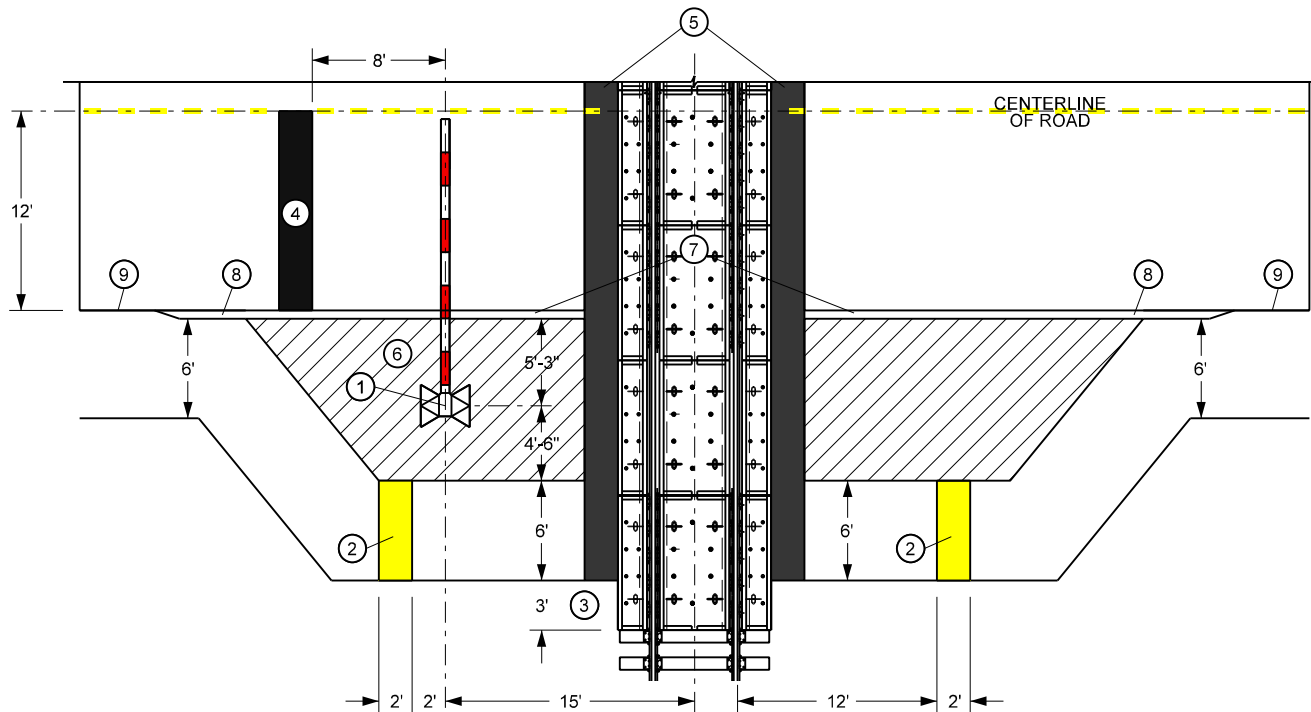
Exhibit 19



Fulton Street at Burnett Street Existing Conditions: No curb or gutter +/- 25 foot Roadway Cross Section

Exhibit 20

ITEM	DESCRIPTION
1	VEHICULAR DEVICE WITH GATE ARM. STANDARD: MUTCD 8C.02 & 8C.04
2	MIN. 2' DETACTABLE WARNING STRIP. STANDARD: MUTCD 8D.04
3	MIN. 3' FROM EDGE OF TRAVELED WAY INCLUDING SHOULDERS OR SIDEWALKS. STANDARD: UP STD DWG 0304
4	24" STOP LINE - 8' IN ADVANCE OF NEAREST RAILROAD TRAFFIC CONTROL DEVICE. STANDARD: MUTCD 3B-16
5	MIN. 24" STRIP OF ASPHALT BETWEEN CROSSING SURFACE AND ROADWAY. STANDARD: UP STD DWG 0304
6	UNPAVED AREA - E.G. AGGREGATE MATERIAL AROUND DEVICES FOR MAINTENANCE ACCESS. GUIDANCE: UP MAINTENANCE
7	MIN. 10' FROM CENTER OF TRACK, TAPERED CURB. GUIDANCE: STANDARD PRACTICE
8	6" NON-MOUNTABLE RAISED CURB. STANDARD: MUTCD 8C-01
9	MOUNTABLE CURB FOR MAINTENANCE ACCESS. GUIDANCE: UP MAINTENANCE



GUIDANCE FOR SIDEWALK IMPROVEMENTS

- NOTES:
1. THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE THE DESIGN ENGINEER WITH THE GUIDELINES FOR SIDEWALK IMPROVEMENTS.
 2. THIS DOCUMENT DOES NOT SUBSTITUTE THE DESIGN ENGINEER'S SPECIFICATIONS FOR A SPECIFIC PROJECT, BUT PROVIDES THE BASIS OF THE STANDARDS, WHICH THE DESIGN ENGINEER SHALL FOLLOW.

UNION PACIFIC RAILROAD ENGINEERING STANDARDS

GUIDANCE FOR SIDEWALK IMPROVEMENTS



APPROVED: _____
VP ENGINEERING
ADOPTED: JUNE 3, 2020
REVISED:
FILE NO.: XXXX

STD DWG

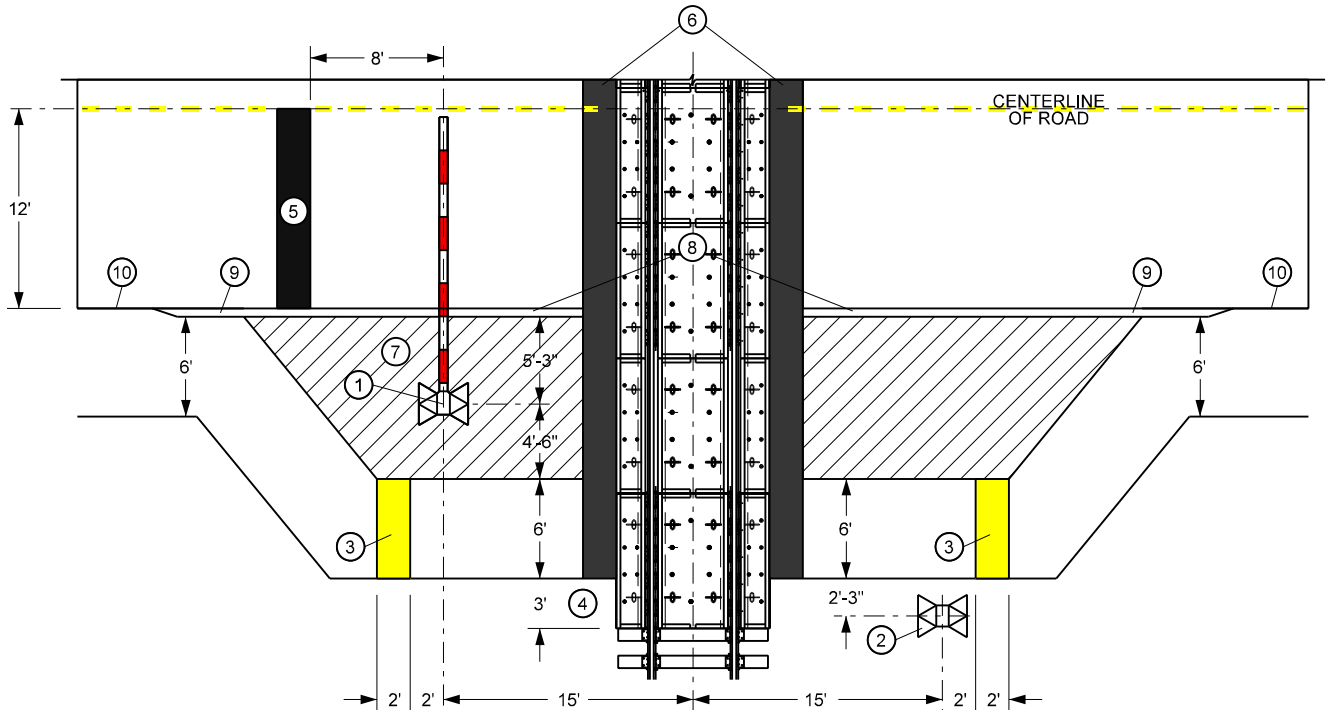
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STD DWG
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PAGE 1 OF 3

Exhibit 21

ITEM	DESCRIPTION
1	VEHICULAR DEVICE WITH GATE ARM. STANDARD: MUTCD 8C.02 & 8C.04
2	PEDESTRIAN DEVICE. STANDARD: MUTCD 8D.06
3	MIN. 2' DETECTABLE WARNING STRIP. STANDARD: MUTCD 8D.04
4	MIN. 3' FROM EDGE OF TRAVELED WAY INCLUDING SHOULDERS OR SIDEWALKS. STANDARD: UP STD DWG 0304
5	24" STOP LINE - 8' IN ADVANCE OF NEAREST RAILROAD TRAFFIC CONTROL DEVICE. STANDARD: MUTCD 3B-16
6	MIN. 24" STRIP OF ASPHALT BETWEEN CROSSING SURFACE AND ROADWAY. STANDARD: UP STD DWG 0304
7	UNPAVED AREA - E.G. AGGREGATE MATERIAL AROUND DEVICES FOR MAINTENANCE ACCESS. GUIDANCE: UP MAINTENANCE
8	MIN. 10' FROM CENTER OF TRACK, TAPERED CURB. GUIDANCE: STANDARD PRACTICE
9	6" NON-MOUNTABLE RAISED CURB. STANDARD: MUTCD 8C-01
10	MOUNTABLE CURB FOR MAINTENANCE ACCESS. GUIDANCE: UP MAINTENANCE



GUIDANCE FOR SIDEWALK IMPROVEMENTS W/ OFF-QUADRANT PEDESTRIAN DEVICE

- NOTES:
1. THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE THE DESIGN ENGINEER WITH THE GUIDELINES FOR SIDEWALK IMPROVEMENTS W/ OFF-QUADRANT PEDESTRIAN DEVICE.
 2. THIS DOCUMENT DOES NOT SUBSTITUTE THE DESIGN ENGINEER'S SPECIFICATIONS FOR A SPECIFIC PROJECT, BUT PROVIDES THE BASIS OF THE STANDARDS, WHICH THE DESIGN ENGINEER SHALL FOLLOW.

UNION PACIFIC RAILROAD
ENGINEERING STANDARDS

GUIDANCE FOR
SIDEWALK
IMPROVEMENTS

APPROVED: _____
VP ENGINEERING

ADOPTED: JUNE 3, 2020
REVISED: _____
FILE NO.: XXXX

STD DWG

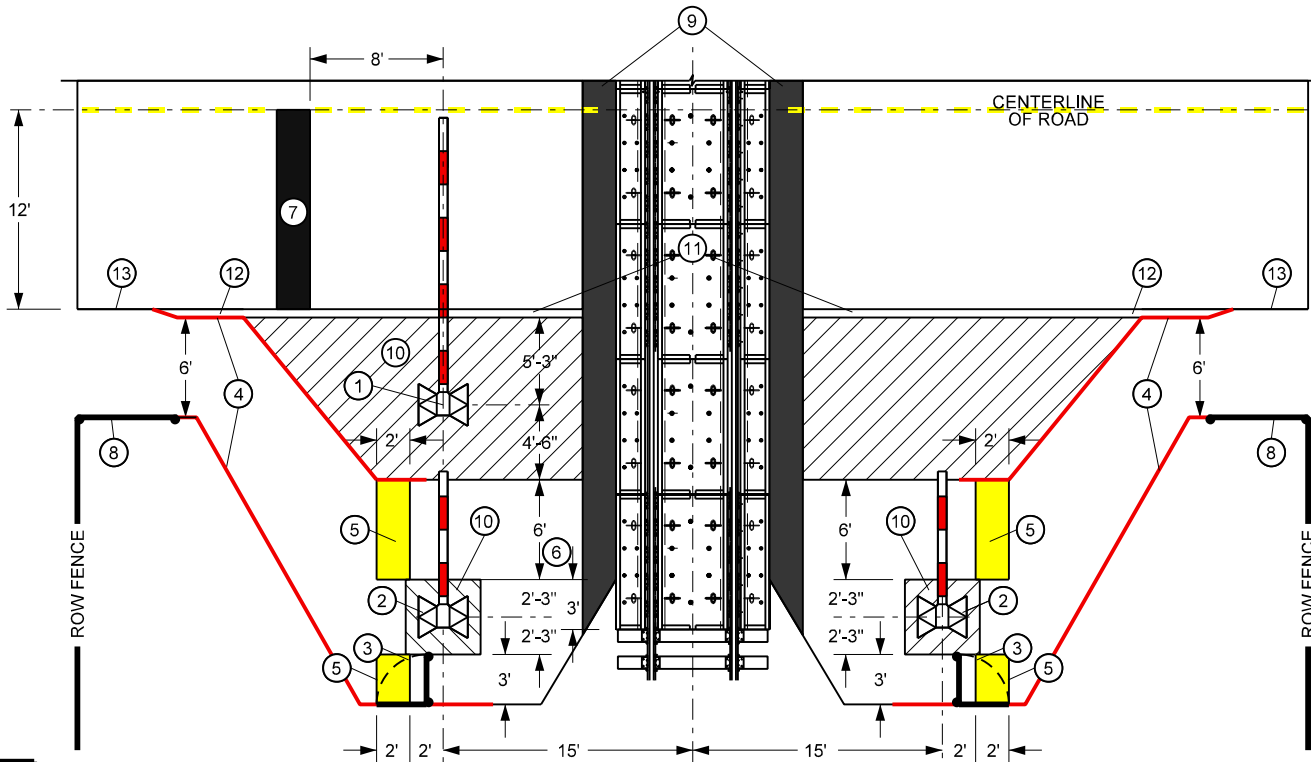
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STD DWG
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Exhibit 22

ITEM	DESCRIPTION
1	VEHICULAR DEVICE WITH GATE ARM. STANDARD: MUTCD 8C.02 & 8C.04
2	PEDESTRIAN DEVICE WITH GATE ARM. STANDARD: MUTCD 8D.06
3	PEDESTRIAN EMERGENCY EXIT GATE. GUIDANCE: STANDARD PRACTICE
4	PEDESTRIAN CHANNELIZING DEVICE - E.G. STEEL TUBE RAIL. INSTALLED NO CLOSER THAN 12' TO CL. GUIDANCE: UP OPERATION AND MAINTENANCE
5	MIN. 2' DETECTABLE WARNING STRIP. STANDARD: MUTCD 8D.04
6	MIN. 3' FROM EDGE OF TRAVELED WAY INCLUDING SHOULDERS OR SIDEWALKS. STANDARD: UP STD DWG 0304
7	24" STOP LINE - 8' IN ADVANCE OF NEAREST RAILROAD TRAFFIC CONTROL DEVICE. STANDARD: MUTCD 3B-16
8	GATE TO PROVIDE UPRR VEHICLE ACCESS FOR MAINTENANCE. STANDARD: UP STD DWG 0076
9	24" MIN. STRIP OF ASPHALT BETWEEN CROSSING SURFACE AND ROADWAY. STANDARD: UP STD DWG 0304
10	UNPAVED AREA - E.G. AGGREGATE MATERIAL AROUND DEVICES FOR MAINTENANCE ACCESS. GUIDANCE: UP MAINTENANCE
11	MIN. 10' FROM CENTER OF TRACK, TAPERED CURB. GUIDANCE: STANDARD PRACTICE
12	6" NON-MOUNTABLE RAISED CURB. STANDARD: MUTCD 8C-01
13	MOUNTABLE CURB FOR MAINTENANCE ACCESS. GUIDANCE: UP MAINTENANCE



GUIDANCE FOR SIDEWALK IMPROVEMENTS W/ PEDESTRIAN GATES

- NOTES:
1. THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE THE DESIGN ENGINEER WITH THE GUIDELINES FOR SIDEWALK IMPROVEMENTS W/ GATE ARMS AND EMERGENCY EXIT ROUTES.
 2. THIS DOCUMENT DOES NOT SUBSTITUTE THE DESIGN ENGINEER'S SPECIFICATIONS FOR A SPECIFIC PROJECT, BUT PROVIDES THE BASIS OF THE STANDARDS, WHICH THE DESIGN ENGINEER SHALL FOLLOW.

**UNION PACIFIC RAILROAD
ENGINEERING STANDARDS**

**GUIDANCE FOR
SIDEWALK
IMPROVEMENTS**



APPROVED: _____
VP ENGINEERING
ADOPTED: JUNE 3, 2020
REVISED:
FILE NO.: XXXX

STD DWG

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