



## **BOARD OF DIRECTORS REGULAR MEETING**

**August 8, 2024**

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the Community Bridges Program.

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BOARD OF DIRECTORS REGULAR MEETING  
AGENDA

Thursday, August 08, 2024 – Noon Central Time

United Way of Greater Houston

50 Waugh Drive, Houston Texas 77007

The meeting will be in person and open to the public but restrictions regarding masks, allowable room capacity, and seating arrangements may be in place.

The public meeting location will be at 50 Waugh Drive Houston, Texas 77007. The Board Chair, as presiding officer of the Board, will be physically present; Board members will also be physically present.

**Please contact [info@houstonlandbank.org](mailto:info@houstonlandbank.org) or call us at 281-655-4600 with any questions.**

AGENDA

- I. Call to Order and Roll Call
- II. Public Speakers & Registered Attendees

***Speakers must be registered by 5 p.m. on Wednesday, August 07, 2024. To register, please use the online form at [www.houstonlandbank.org/resources](http://www.houstonlandbank.org/resources), e-mail [info@houstonlandbank.org](mailto:info@houstonlandbank.org) or call 281-655-4600. The Chair will call on speakers and allow three minutes per speaker.***
- III. Consideration and Adoption of Meeting Minutes
  - a. June 20, 2024 Board Meeting
- IV. Chairman's Greeting: Matt Zeis
- V. Committee Reports:
  - a. Executive Committee: Matt Zeis, Chair
  - b. Finance Committee: Danielle Keys-Bess, Chair
  - c. Partnership and Program Development: Chrishelle Palay, Chair
  - d. Real Estate Acquisition and Disposition: Open Seat, Chair
  - e. Procurement and Oversight: Open Seat, Chair
- VI. President's Monthly Report: Christa Stoneham, CEO/President
- VII. Board Action Items
  - a. Consideration and Possible Action to Authorize the Houston Land Bank to approve the release of HLB affordability restrictions for the land parcel sold to Lovett/Citi Homes located at 4605 Market Street and in exchange for the fair market value of the land, appraised at \$93,600.

- b. Consideration and Possible Action to Authorize the Houston Land Bank to approve Lovett/New Citi Homes to construct five duplexes on property located at 2101 Sakowitz, 2524 Sam Wilson, 2308 Noble, 2017 West and 2501 Noble under the HLB Traditional program guidelines.
- c. Consideration and Possible Action to Adopt the Proposed Fiscal Year 2025 Budget for the Houston Land Bank.
- d. Consideration and Possible Action to Authorize the Houston Land Bank to participate in the Finding Home Initiative allowing the HLB CEO to execute the corresponding and mandatory agreements for participation.
- e. Consideration and Possible Action to Approve Houston Land Bank CEO and President to execute a Memorandum of Understanding with the Kinder Institute for Urban Research implementing the Community Bridges Program.

#### VIII. Executive Session

***NOTE: The Houston Land Bank Board may go into executive session, if necessary, pursuant to Chapter 551 of the Texas Government Code, for one or more of the following reasons: (1) consultation with its legal counsel to seek or receive legal advice or consultation regarding pending or contemplated litigation; (2) discussion about the value or transfer of real property; (3) discussion about a prospective gift or donation; (4) consideration of specific personnel matters; (5) discussion about security personnel or devices; or (6) discussion of certain economic development matters. The Board may announce that it will go into executive session on any item listed on this agenda if the subject matter is permitted for a closed session by provisions of Chapter 551 of the Texas Government Code.***

***Discussion may occur in executive session as provided by State law, but all Board actions will be taken in public.***

IX. Board Member Comments

X. Adjournment

**HOUSTON LAND BANK  
MINUTES OF THE BOARD OF DIRECTORS REGULAR MEETING  
HOUSTON, TEXAS**

**June 20, 2024**

A regular meeting of the Board of Directors ("Board") of the Houston Land Bank ("HLB"), a Texas non-profit corporation created and organized by the City of Houston as a local government corporation pursuant to the Texas Transportation Code Annotated, Section 431.101, *et seq.*, and the Texas Local Government Code Annotated, Section 394.001 *et seq.*, was held at 205 Roberts Street, Houston, Texas, 77003 on Thursday, June 20, 2024 at 12:00 p.m. Written notice of the rescheduled regular meeting, which included the date, hour, place and agenda for the regular meeting, was posted in accordance with the Texas Open Meetings Act.

Board members in attendance were:

Elaine Morales	Danielle Keys Bess
Matt Zeis	Tonzaino Bailey
Marilyn Muguerza	
David Collins	
Francisco Castillo	

Board directors absent were: Dwantrina Russell, Janae Ladet, Chrishelle Palay, Jesus DeAnda, Antoinette Jackson, and Victor A. Mondragón. Others in attendance included: Christa Stoneham, Chief Executive Officer/President of the HLB; Isai Mendez, Finance Director for the HLB; Sandy Hellums-Gomez of Husch Blackwell, outside legal counsel for the HLB; Lindsey Williams, Director of Community Development for the HLB; Donesha Albrow, Operations Manager for the HLB; Charles Keys, Asset and Disposition Manager for the HLB; LeKendra Drayton, Administrative Assistant for the HLB; Graciela Saenz, outside legal counsel to the HLB; and Benny Rodriguez, Executive Director of the Houston Area Urban CDC.

**I. Call to Order and Roll Call**

Chairman Zeis called this regular meeting to order at 12:15 p.m. A roll call of the Board members attending in person immediately followed. Chairman Zeis then announced that an in-person quorum of the Board was present for this meeting.

**II. Public Speakers**

None

**III. Consideration and Adoption of Meeting Minutes**

**a. April 11, 2024 Board Meeting**

Chairman Zeis then announced that the minutes for the April 11, 2024 regular meeting of the Board were previously circulated for review and comment. He asked if there were any

comments and/or changes for discussion to such minutes. Hearing none he asked for a motion on the minutes. Revise minutes for Finance Chair from Laurie Vignaud to Danielle Keys Bess and Program and Partnership from Janae Ladet to Chrishelle Palay.

Director Muguerza then made a motion to approve the minutes of the Board meeting held on April 11, 2024, as written, which motion was duly seconded by Director Castillo and passed with the unanimous vote of the Board.

**IV. Chairman's Greeting: Matt Zeis**

Chairman Zeis stated that Harris County closed on the Yellow Cab project and the contract has been assigned to the County. HLB should be receiving \$60,000.00 earnest money. County provided invoices and payments for administrative costs totaling \$75,000.00 in retained earnest money. Thank you to Marilyn Muguerza for meeting location. There will be no Board meeting in July. Working with the City on appointment of three open Board positions.

**V. Committee Reports:**

**a. Executive Committee: Matt Zeis, Chair**

Chairman Zeis reported that the Executive Committee met on April 1, 2024 to discuss the staff efforts to raise funds including congressional appropriations, plumb related abatement testing, closure of Yellow Cab, Development Day, Juice and Justice, and community projects.

**b. Finance Committee: Danielle Keys-Bess, Chair**

Director Bess reported that the Finance Committee met at the end of June to discuss the 2025 budget, preparing for 2024 audit. Discussion regarding audit firm.

**c. Partnership and Program Development Committee: Christa Stoneham**

Director Palay reported that the Partnership and Program Committee met to discuss the relationship with Fannie Mae contract supporting small parcel projects of \$250,000. Chairman Zeis met with the Houston Housing Department overseeing single family and it will become monthly meeting and discussed future plans, lot building, and relationship with HCED. Discussion regarding collaborative capacity building.

**d. Real Estate Acquisition and Disposition Committee: Matt Zeis**

Chairman Zeis reported that the READ committee met on May 29, 2024. There is no current chair. The Committee discussed the Round 8 Lot Sales.

**e. Procurement and Oversight Committee: Matt Zeis**

Chairman Zeis reported that the Procurement and Oversight Committee did not meet this month, therefore there is nothing to report. Discussed the need for bolstering IT services.

## VI. President's Report Discussion: Christa Stoneham, CEO/President

Ms. Stoneham informed the Board that HLB received awards for clean up of the Velasco site. She will be attending upcoming EPA conference.

She then reported that HLB hosted Development Day. 200 people attended and the event was focused on annual developer procurement. Harris County and Houston Housing participated in a panel on procurement and business with government. Sponsorships were received from local banks and law firm. HLB plans to have another Development Day next year.

New builder and developer procurement is open. Closes July 26, 2024. Q&A period upcoming. Finding home initiative coming in the fall, contracts currently being undertaken with Fannie Mae. Explained the Finding Home initiative.

## VII. Board Action Items

- a. **Consideration and Possible Action to Authorize the Houston Land Bank to approve the HLB Builder, HAUCDC Sale Price increase Request for the original price of \$212,000.00 to \$225,000.00 for nine parcels located at 8811 Knox, 1023 Ellington, 938 Ellington, 949 Greenshaw, 3304 Brill, 2725 Webster, 2729 Webster, 3439 Francis and 3437 Francis.**

Chairman Zeis stated the request for \$225k for the parcels. Francisco Castillo asked whether all parcels were for \$225,000.00. Confirmed price was for all parcels. HAUCDC agreed to raise the parcel prices to \$225 from the original LARA lots. The lot prices are reflected in the RBA.

Director Morales made a motion to approve the sales price increase, which motion was duly seconded by Director Castillo and passed unanimously by the Board.

- b. **Consideration and Possible Action to Authorize the Houston Land Bank to approve Lovett/New Citi Homes to construct five duplexes on property located at 2101 Sakowitz, 2524 Sam Wilson, 2308 Noble, 2017 West and 2501 Noble under the HLB Traditional program guidelines.**

Tabled per Chair Zeis.

- c. **Consideration and Possible Action to Approve to add Texas Gateway Construction as an approved start-up builder under the Houston Land Bank Traditional Builder's program.**

Ms. Stoneham requested adding to list of qualified builders due to a technical error in the original RFQ. Discussion of eligibility for bidding in Round 8.

Director Keys Bess made a motion to approve the addition of Texas Gateway Construction, which motion was duly seconded by Director Castillo and passed unanimously by the Board.

- d. **Consideration and Possible Action to Authorize the Houston Land Bank to approve the exchange of the HLB lot located at 7982 Fowlie, sold to MHL, LLC for the HLB inventory lot located at 5418 Eastland to MHL, LLC due to an encroachment issue.**

Ms. Stoneham stated that approval of this item will authorize HLB staff to initiate the execution of the exchange of ownership of the above referenced lots. Lot 7982 was sold in Round 7, but it has an illegal encroachment impacting the site. HLB will handle removing the encroachment with the City.

Director Keys Bess made a motion to approve the exchange, which motion was duly seconded by Director Bailey and passed unanimously by the Board.

- e. **Consideration and Possible Action to Authorize the Houston Land Bank to approve the release of HLB affordability restrictions for the land parcel sold to Lovett/Citi Homes located at 4605 Market Street and in exchange for the fair market value of the land, appraised at \$93,600.**

Tabled per Chair Zeis.

#### **VIII. Executive Session**

Nothing to report.

#### **IX. Board Member Comments**

Nothing to report.

#### **X. Adjournment**

Chairman Zeis asked if there were any additional matters to be discussed or considered by the Board. Hearing none, this regular Board meeting then adjourned at 12:52 p.m. upon the motion of Director Tonzaino Bailey, which was duly seconded by Director Elaine Morales and passed with the unanimous vote of the Board.

Minutes Prepared By:  
Sandy Gomez of Husch Blackwell

Signed on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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Secretary



**Houston Land Bank**  
**Balance Sheet**  
As of June 30, 2024

	<b>Total</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Bank Accounts</b>	
10100 Chase - Operating 8465	479,287
10200 UNB - Operating MM 4992	115,949
10300 Chase - Lot Acquisition MM 7058	1,249,579
10400 Chase - Unrestricted MM 7066	3,056,960
10500 Chase - Unrestricted Reserve 5577	224,745
10600 Susser Bank - MM 7878	250,514
10700 Susser Bank - Savings Sweep 78781	61,493
1072 Bill.com Money Out Clearing	11,524
<b>Total Bank Accounts</b>	<b>\$ 5,450,053</b>
<b>Accounts Receivable</b>	
12100 Accts Receivable	291,957
<b>Total Accounts Receivable</b>	<b>\$ 291,957</b>
<b>Other Current Assets</b>	
<b>Prepaid Expenses</b>	
14100 Prepaid Acquisition Costs	7,200
14200 Prepaid Insurance	183,816
14300 Prepaid Rent	3,689
14400 Prepaid Security Deposit	13,789
14500 Prepaid Subscription Services	15,561
<b>Total Prepaid Expenses</b>	<b>\$ 224,054</b>
<b>Total Other Current Assets</b>	<b>\$ 224,054</b>
<b>Total Current Assets</b>	<b>\$ 5,966,064</b>
<b>Fixed Assets</b>	
15100 Equipment	19,745
15900 Accum. Depreciation	-12,916
<b>Total Fixed Assets</b>	<b>\$ 6,829</b>
<b>Other Assets</b>	
16100 Earnest Fee	100
16200 Lease Asset	67,042
<b>Total 17100 Investments Held For Sale</b>	10,213,095
<b>Total Other Assets</b>	<b>\$ 10,280,236</b>
<b>TOTAL ASSETS</b>	<b>\$ 16,253,129</b>
<b>LIABILITIES AND EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	

**Houston Land Bank**  
**Balance Sheet**  
As of June 30, 2024

	<b>Total</b>
<b>Accounts Payable</b>	
20100 Accounts Payable	113,391
<b>Total Accounts Payable</b>	<b>\$ 113,391</b>
<b>Other Current Liabilities</b>	
21100 Liabilities Due to HCDD	1,243,529
21400 Liabilities Due to HLB Fund	2,000
21500 Accrued Expense	298
21600 Lease Liability - Current	44,171
21800 Unearned Revenue	282,145
21900 Other Liability - Current	-500
<b>Total Other Current Liabilities</b>	<b>\$ 1,571,643</b>
<b>Total Current Liabilities</b>	<b>\$ 1,685,034</b>
<b>Long-Term Liabilities</b>	
22600 Lease Liability - Noncurrent	22,871
<b>Total Long-Term Liabilities</b>	<b>\$ 22,871</b>
<b>Total Liabilities</b>	<b>\$ 1,707,904</b>
<b>Equity</b>	
30100 Unrestrict (retained earnings)	14,565,343
Net Income	-20,118
<b>Total Equity</b>	<b>\$ 14,545,225</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$ 16,253,129</b>

# Houston Land Bank

## Budget vs. Actuals Summary

July 2023 - June 2024

	<b>Total</b>
<b>Income</b>	
40100 Acquisition and Development Agreement	654,684
40200 Administrative Fees	63,750
40400 Operations Agreement	1,229,638
40500 Outside Sources Contributions	958,820
<b>Total Income</b>	<b>\$ 2,906,891</b>
<b>Gross Profit</b>	<b>\$ 2,906,891</b>
<b>Expenses</b>	
60100 Salaries and Fringe	999,750
60200 Legal Fees	128,542
60300 Professional Services	1,050,336
60400 Property Cost - Lot Maintenance	370,740
60500 Software and Subscriptions	42,754
60600 Rent Expense	56,372
60800 Bank Fees	12,202
60900 Conference and Meetings	5,044
61000 Depreciation Expense	2,843
61100 Filing Fees	26
61200 Insurance	56,987
61300 Membership and Dues	5,096
61400 Office Expense	9,903
61500 Phone and Internet	8,310
61600 Training and Development	2,603
61700 Travel Expense	19,939
61800 Other Miscellaneous Expense	13
62100 Acquisition Costs - HLB Traditional	79,288
62200 Property Cost Disposition - HLB Traditional	46,324
63200 Property Cost Disposition - NHDP	109,839
<b>Total Expenses</b>	<b>\$ 3,006,909</b>
<b>Net Operating Income</b>	<b>-\$ 100,017</b>
<b>Other Income</b>	
70100 Interest Income	79,900
<b>Total Other Income</b>	<b>\$ 79,900</b>
<b>Net Other Income</b>	<b>\$ 79,900</b>
<b>Net Income</b>	<b>-\$ 20,118</b>

# PRESIDENT'S REPORT

WWW.HOUSTONLANDBANK.ORG



July 2024



## HLB & HARRIS COUNTY PARTNER TO REDEVELOP FORMER YELLOW CAB SITE

The Houston Land Bank (HLB) is pleased to announce an innovative partnership with Harris County for our inaugural joint development venture: Project Yellow Cab. This collaboration represents a significant step forward in our efforts to rejuvenate underutilized areas and offer affordable, high-quality housing options for our community.

Initially, HLB obtained 3 acres of the former Yellow Cab site in 2019. After years of meticulous cleanup and preparation, Harris County joined forces with us to convert this abandoned location into a lively mixed-income housing neighborhood. On June 20, Harris County finalized the acquisition of 3 acres of the property, signaling the beginning of an exciting new phase for this project.

In conjunction with Harris County, Precinct 2 and local residents, HLB will devise a comprehensive site plan to introduce a blend of single-family and multifamily housing units.



# HLB IN THE COMMUNITY: LOCAL



## Center for Community Progress visits Houston to study the HLB Brownfield Program

In 2023, the Center for Community Progress (CCP) was awarded a cooperative agreement to conduct research, technical assistance, and related outreach on land bank approaches for brownfields revitalization by the Environmental Protection Agency (EPA). This cooperative agreement aims to introduce communities to various brownfields and land banking approaches and expand community use of land banks as a tool for revitalization (project funded through FY 2027). HLB was selected as one of three organizations to visit on-site. HLB kicked off their 2-day visit by inviting community representatives from the East End and 5th Ward to join a tour of HLB Brownfield projects, including the Cancer Cluster Velasco and Yellow Cab. Thank you to Adaapta for the assistance with the coordination and execution of the site visits.



# 2ND QUARTER JUICE AND JUSTICE



The Houston Land Bank (HLB) proudly hosted the second quarter of our transformative event, Juice and Justice, bringing together community members, leaders, and partners to foster dialogue and collaboration on crucial social justice and community development issues. This quarter's event was particularly significant as it included a visit from a national partner, the Center for Community Progress, which was hired by the Environmental Protection Agency (EPA) to conduct a comprehensive study on land banks. A key highlight of Juice and Justice was the introduction of the Capital Absorption Framework, a model designed to align and accelerate funding for community visions rather than focusing solely on individual deals. This framework aims to ensure that financial resources are directed toward comprehensive, long-term community development goals, fostering sustainable growth and equitable outcomes.

# HLB IN THE COMMUNITY: NATIONAL

## Fannie Mae Equitable Housing Finance Plan Community Convening Session



Houston Land Bank Director of Community Development Lindsey Williams recently attended the Equitable Housing Finance Plan Community Convening Session hosted by Fannie Mae in Washington, DC. It was a pivotal event for housing advocates and practitioners nationwide. This exclusive, one-day gathering facilitated valuable collaboration and networking, allowing participants to share experiences and provide feedback for Fannie Mae's 2025-2027 Equitable Housing Finance Plan.

## Fannie Mae Homeowner Listening Session

Houston Land Bank Program Manager Donesha Albrow was recently invited to attend a housing stability listening session hosted by Fannie Mae in Houston on June 21st. This session aimed to gather insights from local practitioners on how Fannie Mae can better support homeowners and renters in responding to unexpected financial shocks and natural disasters.



# HLB speaks at Houston Interagency Fair Lending Forum

Houston Land Bank was honored to be a panelist at the Houston Interagency Fair Lending Forum, an event hosted by the Office of the Comptroller of the Currency (OCC) and The Federal Deposit Insurance Corporation (FDIC) on June 25th at the Federal Reserve Bank in Houston. This event brought together financial institutions and community organizations to discuss strategies for enhancing fair lending practices and fostering collaborations. The forum featured sessions on identifying and assessing redlining risk collaborations and lending opportunities. Insights were provided by experts from Housing and Strategic Initiatives Houston, Houston Business Development, Inc., FDIC & OCC.



# Texas Society of Architects Quarterly Board Meeting



The Texas Society of Architects (TxA) met for their quarterly board meeting in Austin, TX. TxA is the voice for Texas architecture, supporting the creation of safe, beautiful, sustainable environments. During their time, the board toured Austin ISD Sánchez Elementary School to learn more about its modernization and community-engaged design approach. This neighborhood school required an inclusive design that celebrated its bilingual Spanish-English culture, reconciled historic East-West disparities, and incorporated the community's voiced values of equity, flexibility, connectivity, optimism, and empowerment. Williams of HLB team serves on the board as Associate Director.



# HLB PARTNERSHIP

Sign up to be notified when Builders /Developers RFQ is live and accepting applications:  
**June 12, 2024**

Submit qualifications and supporting documents for the desired Builder Category by the deadline  
**No Later than August 9, 2024  
5pm CST**



Review all RFQ requirements and identify any items that you need further clarity on. Deadline for written Q & A submission  
**June 28, 2024**

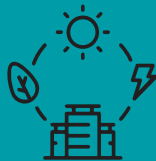
Builder RFQ Board Consideration & Notification of Eligibility  
**September 2024**

## HLB ANNUAL BUILDER PROCUREMENT:

Neighborhood Commercial /Community Facility Builders



Non-Traditional Builder



Rehab Builder



Master Community Builders



Established Builders



Startup Builders



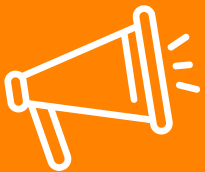
The Houston Land Bank (HLB) is excited to announce the procurement process for our Traditional Home Builder Program, aimed at revitalizing communities through quality, affordable housing. This initiative seeks to partner with skilled and committed home builders who share our vision of transforming underutilized properties into vibrant, livable neighborhoods.

See [houstonlandbank.org/resources/](https://houstonlandbank.org/resources/) for more information on the application and submission requirements.

# COMMUNITY PURPOSE LOT PROGRAM PILOT LAUNCH



We are thrilled to introduce the pilot launch of the Community Purpose Lot Program. This program is an innovative initiative to transform underutilized HLB lots into vibrant community spaces! This program unites community members and organizations, providing resources, technical assistance, and land to bring your visionary projects to life—community gardens, urban farms, public art installations, or pop-up markets. Focused on flexibility, collaboration, inclusivity, and sustainability, Join us in reimagining and rejuvenating your communities, one lot at a time! A special thanks to our former fellow Sabou Doumbia who managed the pilot creation as her CEE practicum project. Please join our mailing list and check our website for more updates. Applications will open for the pilot lots on July 29.



## OPEN CALL FOR NEIGHBORHOOD ADVISORY COUNCIL (N.A.C.)

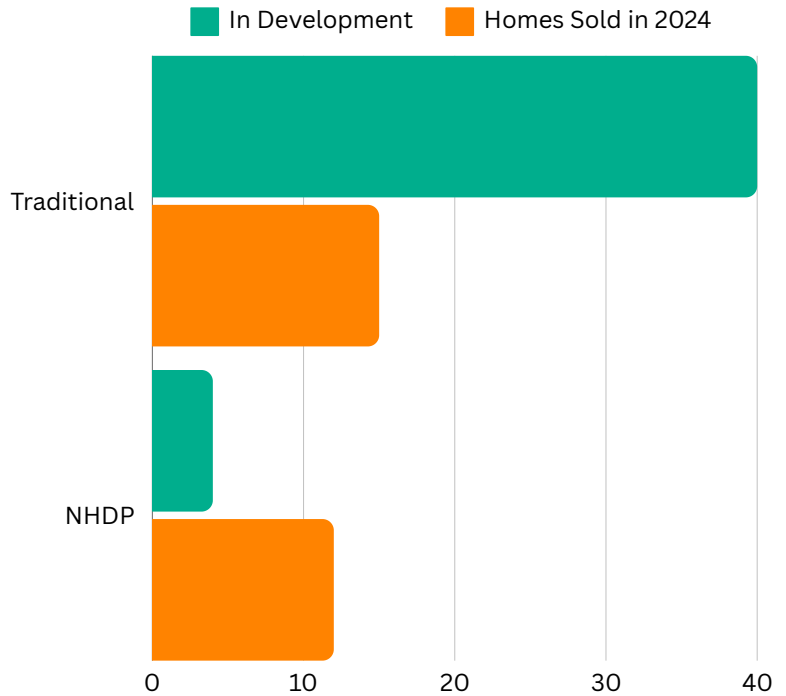
HLB is excited to announce an open call for dedicated community members to join our Neighborhood Advisory Committee. This is a unique opportunity to play a crucial role in shaping the future of our neighborhoods and ensuring that community voices are at the forefront of our development efforts. Committee duties include reviewing home designs and plans, scoring procurements based on community criteria, and amplifying community voices. Your insights will help align our projects with community needs, fostering vibrant, inclusive, and sustainable neighborhoods. If you're passionate about community development and making a positive impact, apply now to contribute directly to the growth and improvement of our community. Contact us at [community@houstonlandbank.org](mailto:community@houstonlandbank.org) to apply.



# DEVELOPMENT ACTIVITY

The City of Houston funds HLB operations for the Traditional Home Program to address vacant, dilapidated, and contaminated properties through partnership agreements.

- Traditional Homebuyer Program: Partners with MWBE builders for homes serving 120% of the AMI
- New Home Development Program: Collaborates with the City of Houston to build and sell homes for 80% of the AMI.



## CHECK OUR WEBSITE FOR HOME LISTINGS

[www.houstonlandbank.org](http://www.houstonlandbank.org)

ALL **COMING SOON** SOLD UNDER CONTRACT



To learn more about NHDP and the properties available, visit [www.houstonlandbank.org](http://www.houstonlandbank.org)



houston  
landbank

# Collaborating for a Better Impact:

HLB is dedicated to maximizing land use and impact, and we achieve this through collaboration with cross-agencies and partners. We want to extend our gratitude to all the vendors, consultants, and our amazing team at HLB for their continued service and effort in accelerating our impact.



## Contact Us

Phone Number:  
281-655-4600

Email Address:  
info@houstonlandbank.org

Website:  
www.houstonlandbank.org



@htxlandbank



## REQUEST FOR BOARD ACTION

**Meeting Date: August 8, 2024**

**Agenda Item VII a:** Consideration and Possible Action to Authorize the Houston Land Bank to approve the release of HLB affordability restrictions for the land parcel sold to Lovett/Citi Homes located at 4605 Market Street and in exchange for the fair market value of the land plus closing cost, totaling \$93,600

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### **ACTION SUMMARY**

Approval of this item will authorize Houston Land Bank to release the HLB affordability restrictions for the land parcel sold to Lovett/Citi Homes located at 4605 Market Street and in exchange for the fair market value of the land (\$90,000) plus closing cost (\$3,600), totaling \$93,600.

### **BACKGROUND/OVERVIEW**

In 2010, LARA sold 7 Fifth Ward lots to Lovett. Since then, Lovett sold one lot in 2021; Six lots remain vacant. In September 2023, the READ committee decided that Lovett would need to build affordable homes on the remaining lots. Lovett submitted five out of six floor plans and requested that HLB release all restrictions on one of the lots, 4605 Market, because of the commercial nature of the area. The READ Committee agreed to release the restrictions only if Lovett pays the market value for the lot. The lot was appraised at \$90,000, and HLB requested an additional \$3,600 to cover the closing cost.

Should the board approve this action item, the affordability restrictions for the lot located at 4605 Market Street will be lifted. Lovett/Citi Homes will remit to HLB \$93,600.



**REQUEST FOR BOARD ACTION**

**Meeting Date: August 8, 2024**

**Agenda Item VII b: Consideration and Possible Action to Authorize the Houston Land Bank to approve Lovett/New Citi Homes to construct five duplexes on property located at 2101 Sakowitz, 2524 Sam Wilson, 2308 Noble, 2017 West and 2501 Noble under the HLB Traditional program guidelines.**

**ACTION SUMMARY**

Approval of this item will authorize staff to approve Lovett/New Citi Homes to construct five duplexes on the properties listed below under the HLB Traditional program guidelines. The duplex floor plans have been reviewed, analyzed, and recommended by both READ and Executive Committees.

**BACKGROUND/OVERVIEW**

In 2010, LARA facilitated the sale of 7 Fifth Ward lots to Lovett/New Citi Homes. Subsequently, Lovett/New Citi Homes sold 1 lot in 2011, leaving 6 vacant lots. In September 2023, the committee mandated that Lovett/New Citi Homes develop affordable housing on the remaining lots. Lovett/New Citi Homes has since submitted 5 out of 6 floor plans, each featuring two 3 bedroom/2 bathroom homes (duplexes) per lot. The proposed sales price for each duplex unit is \$225,000, aligning with the HLB Tier II/Mid sales price range.

HCAD	Address	Sold Date	Sold Price	Home Sales Price
0092350000006	2101 Sakowitz (Duplex)	2/15/2010	\$5,000	\$ 225,000.00
0092590000012	2524 Sam Wilson (Duplex)	2/15/2010	\$5,000	\$ 225,000.00
0151990000010	2308 Noble (Duplex)	2/15/2010	\$6,175	\$ 225,000.00
0151990000009	2017 West (Duplex)	2/15/2010	\$6,250	\$ 225,000.00
0091420000001	2501 Noble (Duplex)	2/15/2010	\$3,800	\$ 225,000.00



## REQUEST FOR BOARD ACTION

**Meeting Date: August 8, 2024**

### **Agenda Item VII c: Consideration and Possible Action to Adopt the Proposed Fiscal Year 2025 Budget**

#### **ACTION SUMMARY**

Approval of this item will adopt the Houston Land Bank's Proposed Fiscal Year 2025 Budget, which anticipates expenditures of \$3.2 million against projected revenues of \$4.0 million, generating an expected \$795,874 increase to fund balance. This budget will be revisited once final TIRZ allocation funding is confirmed, and HCDD support is confirmed, by late 2024.

#### **BACKGROUND/OVERVIEW**

The Proposed Budget for FY 2025 (July 1, 2024, through June 30, 2025) was put together under the collaborative effort of the Houston Land Bank staff members, and initiated dialogue with HCDD; a preliminary version was reviewed in the March 2024 regular Board meeting.

There are numerous influences on the organization's annual budget including the foundational administrative overhead (staff and expenses) to run a local government corporation, the maintenance of our real estate assets, as well as program-specific activity and expenses. There are two major programs for the organization, one of which is the traditional lot sales to builders, and the other is based on an agreement with the City of Houston Housing and Community Development Department (HCDD) called the New Home Development Program. The proposed budget for FY 2024 HLB budget includes significant expenses and revenues that are projected based on the activity projected and controlled by the City. Therefore, expenses and revenues in the NHDP program activity are subject to change.

After the Board of Directors passes the budget, the budget will be submitted to HCDD for approval as required by the agreement between HLB and the City regarding Operational Agreement funding. If necessary to make adjustments based on input from the City, or in response to unanticipated circumstances during the fiscal year, the budget can be amended by board action.

The FY 2025 Proposed Budget is summarized in the following page. Highlights include:

- Total projected revenues are \$4,075,236.
- Total projected expenditures are \$3,279,362.
- Total projected net income is \$795,874
- Total projected capitalized expenditures are \$1,300,000

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- Projected net change in fund balance is -\$504,126





**Houston Land Bank**  
Budget Summary by Department  
FY2025

	FY2024 Approved	HLB Traditional	A&D NHDP	Operational	Grants	FY2025 Final Scenario 1	Difference	Notes
<b>Revenue</b>								
40100 Acquisition and Development Agreement	\$ 435,800	\$ -	\$ 327,600	\$ -	\$ -	\$ 327,600	\$ (108,200)	Dec. lot dispositions from 20 to 15
40200 Administrative Fees	75,000	-	56,250	-	-	56,250	(18,750)	Dec. lot dispositions from 20 to 15
40300 HLB Program Revenue	500,000	831,386	-	-	-	831,386	331,386	Dec. lot dispositions from 50 to 24, Inc. lot proceeds from \$10K to \$36K
40400 Operations Agreement	1,776,922	-	-	1,580,000	-	1,580,000	(196,922)	Projected needed operating funds to break even after capital expenditures
40500 Outside Sources Contributions	423,043	-	-	30,000	1,125,000	1,155,000	731,957	FY25 reflect new EPA grant activities
70100 Interest Income	40,000	-	-	125,000	-	125,000	85,000	
<b>Total Revenue</b>	<u>3,250,765</u>	<u>831,386</u>	<u>383,850</u>	<u>1,735,000</u>	<u>1,125,000</u>	<u>4,075,236</u>	<u>824,471</u>	
<b>Expense</b>								
60100 Salaries and Fringe	\$ 1,020,724	\$ -	\$ -	\$ 1,058,891	\$ -	\$ 1,058,891	\$ 38,167	General increase, staffing levels to remain the same
60200 Legal Fees	124,500	15,000	-	144,420	-	159,420	34,920	General increase based on FY24 activity
60300 Professional Services	526,061	-	-	201,241	1,012,500	1,213,741	687,679	FY25 reflect new EPA grant activities
60400 Property Cost - Lot Maintenance	370,000	-	-	360,000	-	360,000	(10,000)	
60500 Software and Subscriptions	46,924	-	-	43,449	-	43,449	(3,475)	
60600 Rent Expense	49,434	-	-	51,162	-	51,162	1,728	
60700 Advertising and Marketing	10,000	-	-	10,000	-	10,000	-	
60800 Bank Fees	9,000	-	-	25,000	-	25,000	16,000	
60900 Conference and Meetings	7,260	-	-	7,260	-	7,260	-	
61000 Depreciation Expense	2,933	-	-	1,933	-	1,933	(1,000)	
61100 Filing Fees	500	-	-	500	-	500	-	
61200 Insurance	33,350	-	-	39,638	-	39,638	6,288	General increase based on FY24 activity
61300 Membership and Dues	8,000	-	-	5,463	-	5,463	(2,537)	
61400 Office Expense	12,840	-	-	11,040	-	11,040	(1,800)	Dec. is based on FY24 grant activity
61500 Phone and Internet	8,534	-	-	8,735	-	8,735	201	
61600 Training and Development	9,130	-	-	6,630	-	6,630	(2,500)	
61700 Travel Expense	23,700	500	-	15,000	-	15,500	(8,200)	Dec. is based on FY24 grant activity
61800 Other Miscellaneous Expense	-	-	-	-	-	-	-	
62100 Acquisition Costs - HLB Traditional	-	-	-	-	-	-	-	
62200 Property Cost Disposition - HLB Traditional	330,000	158,400	-	-	-	158,400	(171,600)	Dec. lot dispositions from 50 to 24
63100 Acquisition Cost - NHDP	-	-	-	-	-	-	-	
63200 Property Cost Disposition - NHDP	135,800	-	102,600	-	-	102,600	(33,200)	Dec. lot dispositions from 20 to 15
<b>Total Expense</b>	<u>\$ 2,728,691</u>	<u>\$ 173,900</u>	<u>\$ 102,600</u>	<u>\$ 1,990,362</u>	<u>\$ 1,012,500</u>	<u>\$ 3,279,362</u>	<u>\$ 550,671</u>	
<b>Net Income</b>	<u>\$ 522,074</u>	<u>\$ 657,486</u>	<u>\$ 281,250</u>	<u>\$ (255,362)</u>	<u>\$ 112,500</u>	<u>\$ 795,874</u>	<u>\$ 273,800</u>	

<b>Projected Beg. Fund Balance as of June 30, 2024:</b>	\$ 3,251,236
Add net gain:	795,874
Less (Capital Exp.) Lot Acquisition:	(900,000)
Less (Capital Exp.) Inv. Replat:	(400,000)
<b>Ending Fund Balance:</b>	<u>\$ 2,747,110</u>

**Notes:**

- Operational funding will only cover 87% of operational expenses
- Fund balance is expected to decrease by \$504,126 or 15% by year end
- Ending fund balance will only have enough for 16.7 operating months before its fully exhausted

- FY24 grant projects Velasco Predevelopment and EPA 2021-2024 grants are projected to be completed in FY2024 and are not expected to roll into FY2025

- Budget does not reflect certain FY2025 projects (5th Ward Relocation funding, congressional earmark funds, NHDP appraised value adjustments, land banking services, fundraising, other partnership contributions)



## **REQUEST FOR BOARD ACTION**

**Meeting Date: August 8, 2024**

**Agenda Item VII d: Consideration and Possible Action to Approve Master Service agreement and scope of work relative to the agreement with Fannie Mae and Memorandum of Agreement with Auburn University Rural Studio/Front Porch Research Initiative to support HLB's Finding Home Initiative**

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### **ACTION SUMMARY**

Approval of this agenda item will authorize HLB to contract with Fannie Mae & Auburn University Rural Studio/Front Porch Research Initiative. This action is necessary to facilitate the HLB Finding Home Initiative and develop small parcel inventory of the Houston Land Bank.

### **BACKGROUND/OVERVIEW (Background of the Agreement and Summary)**

Houston, TX, a city susceptible to natural disasters, has a critical shortage of affordable housing. At the same time, developers have historically overlooked many small buildable land parcels (2,500-5,000 SF) due to construction costs. These lots disproportionately impact communities marginalized by historical disinvestment, predatory lending, redlining, and lack of community input. Low- to moderate-income households struggle to find accessible homes, preventing the opportunity to age in place, and often lack the support necessary to recover from natural disasters fully. During inventory analysis, the Houston Land Bank (HLB) identified seven (7) target neighborhoods where it currently holds small parcel inventory and identified multiple Qualified Census Tracts.

In response to our community's most pressing concerns and to activate viable inventory, the Houston Land Bank (HLB) created the Finding Home Initiative. The initiative, led by HLB, will implement a community-engaged design process to create a catalog of pre-approved house plans to expedite small parcel housing construction that fits the city's neighborhood contexts. HLB has secured partnerships with the Houston Community Land Trust (HCLT) and CenterPoint Energy to engage the community and initiate professional services with HLB-procured architects. With the additional support and partnership of Fannie Mae and Rural Design Studios, HLB will have the opportunity to promote and incorporate resilience into our home designs and expand the catalog plan quantity. Additionally, with the expansion of partnerships, the initiative will include homebuyer education, homebuyer guidance on the CLT model, homebuyer financial counseling, and resilience education for homeowners, designers, and contractors.

HLB seeks for this initiative to serve as a local and national proof of concept for building small, energy-efficient, resilient, accessible, and affordable homes. HLB seeks to incorporate the plan catalog into future HLB inventory sales to procured builders which result in expediting of construction time, reducing builder-incurred soft costs, and the activation of underutilized HLB land inventory.

Should the Board of Directors approve this item, HLB will move forward with contracting with Fannie Mae and Auburn University Rural Studio/Front Porch Research Initiative.



## **REQUEST FOR BOARD ACTION**

**Meeting Date: August 8, 2024**

**Agenda Item VII e: Consideration and Possible Action to Approve HLB CEO and President to sign and execute MOU with the Kinder Institute for Urban Research**

### **ACTION SUMMARY**

Approval of this agenda item will authorize the Houston Land Bank (HLB) to enter a Memorandum of Understanding (MOU) with the Kinder Institute for Urban Research at Rice University. This MOU aims to implement the Community Bridges program, which will facilitate collaboration between Rice University students and the Greater Houston community, including neighborhoods like the Fifth Ward, Third Ward, Settegast Near Northside, and East End.

### **BACKGROUND/OVERVIEW**

The Kinder Institute for Urban Research and HLB have identified mutual goals in fostering community development and socioeconomic mobility through sustainable and collaborative efforts. The Community Bridges program will allow Rice University undergraduates to engage with community leaders and participate in projects that promote long-term community benefits. Through academic courses, fieldwork, and summer internships, students will gain a profound understanding of community needs, engage in active reflection, and learn from both academic literature and their peers.

Key Components of the MOU:

- Program Administration: The Kinder Institute will manage the selection, training, and academic coursework for students, while HLB will oversee on-site supervision and project management.
- Student Engagement: Students will complete coursework in the fall semester, engage in project work during the spring semester, and potentially participate in summer internships.
- Collaboration and Support: Both organizations will provide necessary training, workspace, and support to ensure successful project implementation.

### **IMPACT OF APPROVAL**

Approval of this MOU will enable HLB to:

- Strengthen partnerships with the Kinder Institute for Urban Research.
- Enhance capacity for sustainable development and community engagement.
- Facilitate projects that promote upward socioeconomic mobility within the community.

Should the Board of Directors approve the Memorandum of Understanding with the Kinder Institute for Urban Research to advance HLB's mission of providing affordable housing and sustainable community development.

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**DRAFT AGREEMENT**  
**for**  
**THE COMMUNITY BRIDGES PROGRAM**  
**between**  
**THE RICE UNIVERSITY KINDER INSTITUTE FOR URBAN RESEARCH**  
**and**  
**“ORGANIZATION”**

The Kinder Institute for Urban Research (“Kinder Institute”) at Rice University (“Rice”) and the Organization (“ORGANIZATION”), a 501(c)(3) nonprofit organization having its principal office at (address), desire to collaborate to implement the Community Bridges program. This Agreement for the Community Bridges program, hereinafter referred to as the “Agreement,” shall become effective from the date both parties affix their signatures to the Agreement (the “Effective Date”).

**1. PURPOSE**

The purpose of this Agreement is to implement a program between Rice and “ORGANIZATION” entitled Community Bridges. Community Bridges is a collaborative program to facilitate lasting relationships between Rice University undergraduates and the Greater Houston Community, including but not limited to the Fifth Ward, the Third Ward, Gulfton, Near Northside, and East End neighborhoods, etc. for sustainable, mutually beneficial progress and development. Through an academic course and active fieldwork, Community Bridges will foster cooperation between students and community leaders from the “ORGANIZATION” to develop long-term projects throughout the spring semester and, when appropriate, into the summer. Each year, students will be encouraged to gain a profound understanding of the community, engage in active reflection, explore academic literature related to their fieldwork, and learn from their peers. Additionally, community leaders and Rice faculty and staff will provide knowledge, support, and guidance to students while focusing on creating opportunities for upward socioeconomic mobility within the community.

**2. DEFINITIONS**

In this Agreement, unless the context otherwise implies, “Program” shall mean the entirety of Community Bridges including the partnerships, the projects, academic courses, Sociology 469 and 470, and the summer internships as defined herein; “Projects” shall refer to large-scale assignments implemented by students during the semester in collaboration with their supervisor from “ORGANIZATION”; “Summer Portion” shall mean the period of time following the spring semester between May and July in which select students shall receive a summer stipend from Rice University to continue implementing their project for forty hours a week over two months in collaboration with “ORGANIZATION” and their supervisor; “Supervisor” shall mean the individual at “ORGANIZATION” in charge of overseeing a specific project and the students

**DRAFT AGREEMENT**  
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assigned to that project, and of meeting the responsibilities described in Section 4(b)(ii); “Fellowship” shall mean the title and commitment of the student participants including the preparation and coursework (Sociology 469) in the fall semester prior to the academic spring semester, the academic course Sociology 470, the project implementation, and the summer portion, if selected; “Program Coordinator” shall mean the individual from the Kinder Institute who organizes the logistics of the partnerships between the Kinder Institute and “ORGANIZATION”, facilitates the program and meets the responsibilities described for the Kinder Institute in Section 4.

### **3. SELECTION OF PROGRAM STUDENTS AND APPLICABLE GUIDELINES**

The Kinder Institute will select applicants from Rice University for the Program. It is anticipated that one to five students shall conduct Projects with the “ORGANIZATION” annually. Notwithstanding the foregoing, there is no guarantee that students will participate in a fellowship with “ORGANIZATION”. At the end of the first year, the Kinder Institute and “ORGANIZATION” shall review the Program to determine the number of students for subsequent years. “ORGANIZATION” reserves the right to make final judgments on the admissibility of each student nominated for the Fellowship. Admissions decisions will be based on an application completed by the student, an interview conducted by the Kinder Institute, and the ability of the student to meet the requirements of the Program.

The Kinder Institute and “ORGANIZATION” will not discriminate against any applicant for Program enrollment because of race, color, creed, gender, sexual orientation, national origin or handicap.

The following guidelines apply to all students:

- a. **Fellowship Requirements:** The Fellowship shall commence in the fall and end the following summer.
  - i. **Fall Semester:** In the fall semester students shall complete all paperwork and training mutually agreed upon by the “ORGANIZATION” and the Kinder Institute prior to the initiation of the spring semester. Beginning with the 2023-2024 Community Bridges cohort, students will be required to complete coursework for Sociology 469: Community Bridges training. It is each individual student’s responsibility to satisfy all of the requirements and procedures of Rice University and “ORGANIZATION” pertaining to his/her academic assignments. As different Projects require different trainings and paperwork, this shall be determined on a case-by-case basis. Students shall be prepared and qualified to begin work at the “ORGANIZATION” upon the start of the academic spring semester.
  - ii. **Spring Semester:** It is the intent of the Fellowship that course work of Sociology 470: Inequality and Urban life be completed by students for academic credit at Rice University. It is each individual student’s responsibility to satisfy all of the requirements and procedures of Rice University and “ORGANIZATION” pertaining to his/her Project and to his/her academic assignments. All students shall

complete a Project individually or in groups in collaboration with “ORGANIZATION”. All Projects shall have one Supervisor who shall be designated by “ORGANIZATION”. Students shall complete a presentation and a reflection assignment on their work. Students shall complete all tasks at the end of the Fellowship necessary to ensure a smooth transition to the next group of students.

- iii. Summer Portion: Students who are selected to complete the summer portion and choose to participate shall complete two consecutive months of work with the “ORGANIZATION” for forty hours/week. Students must enter into a separate participation agreement with Kinder Institute prior to commencing the summer portion. Students shall meet the summer goals of this Project in the two months as designated at the commencement of the summer portion.
- b. **Students Must Abide by Rules of Rice University and “ORGANIZATION”:** The students must abide by the applicable policies of “ORGANIZATION” and Rice University, including, but not limited to, the Rice University Code of Student Conduct and the Rice University Honor Code.
- c. **Consent Form:** The students must sign a consent form prior to commencing the Program. The consent form shall set forth, among other things, the responsibilities of the student in connection with the Fellowship.
- d. **Removal From Fellowship:** Students may be removed from the Fellowship by the Kinder Institute, either on its own initiative or at the request of the “ORGANIZATION”, at any time without liability to the “ORGANIZATION”. Prior to removing a student at the request of the “ORGANIZATION”, “ORGANIZATION” agrees to provide a justification for the removal of the student, which will be discussed by “ORGANIZATION” and the Kinder Institute prior to the removal being effective.

#### **4. ADMINISTRATION OF THE PROGRAM**

The Kinder Institute and “ORGANIZATION” shall provide the staff, structure, and resources necessary for the students to effectively implement their Projects in collaboration with “ORGANIZATION”.

- a. The Kinder Institute shall primarily preside over administrative tasks, the academic course, and the management of the students, including the following:
  - i. **Student Support and Training:** The Kinder Institute shall advise on appropriate training of professionalism, leadership, goal setting, risk management, and safety for the students prior to the spring semester of their Fellowship. The Kinder Institute shall advertise the Program to Rice University undergraduates, guide students through applying to the Program, and prepare students for their placement with “ORGANIZATION”.



- ii. Workspace and Event Space: Rice and the Kinder Institute shall provide sufficient workspace for the students during the fall and spring semester, and a classroom for weekly class meetings. The workspace will serve as a location for all trainings and the classroom will serve as a location for the academic discussions of Sociology 469/470 involving the students and the instructor of Sociology 469/470. The Kinder Institute shall arrange space for all events, interviews, and meetings held on the Rice University campus.
- b. “ORGANIZATION” shall primarily preside over on-site supervision, and will collaborate with the Kinder Institute in student advising regarding Projects, and the management of the student Projects. The responsibilities of “ORGANIZATION” shall include the following:
- i. Student Support and Training: “ORGANIZATION” shall facilitate two on-site trainings at “ORGANIZATION” to prepare the students for the Fellowship during the fall semester prior to the academic spring semester. The first training will familiarize students with the culture and history of the designated partner neighborhoods in the Greater Houston Community and with the role of “ORGANIZATION” in the Greater Houston Community. The second training will orient students to the Projects and tasks on which they will work, to the tools they will need to complete their Projects, and to the expectations of “ORGANIZATION”. Each training will likely take one to two hours.
  - ii. Supervisor: “ORGANIZATION” shall provide a Supervisor to preside over all projects carried out on “ORGANIZATION”’s premises. Students will need supervision each day for the first two weeks of their on-site work in the spring semester. Student schedules for on-site work will vary by student and shall be mutually arranged between “ORGANIZATION”, the students and the Kinder Institute on a case-by-case basis. Following the first two weeks, during the spring semester Supervisors shall advise students on Projects and review Project progress weekly (time to be mutually determined by the students and their Supervisors). Supervisors and the Program Coordinator shall communicate on a regular basis to discuss the Projects, the students and the Program. During the summer portion of the Program, Supervisors and students shall meet weekly, and mutually determine additional meeting time, if necessary.
  - iii. Workspace and Event Space: “ORGANIZATION” shall provide sufficient workspace for the students during spring semester to carry out their Projects for 5 to 7 hours a week during student on-site work. During the summer portion of the Program, “ORGANIZATION” shall provide sufficient workspace for select students (number to be determined by “ORGANIZATION” and the Kinder Institute) to work on-site for 40 hours/week including a computer. If the students have laptop computers then the computer will not be necessary. “ORGANIZATION” will permit the Kinder Institute, from time to time, as it may request, to inspect the premises in which any student works, as the case may be, under this Agreement.

## **5. PROGRAM EVALUATION**

The Kinder Institute and “ORGANIZATION” shall meet to evaluate the Program on such mutually determined dates throughout the fall, spring and summer semesters of the Program. The purpose of these meetings is to ensure the quality improvement of the Program and to ensure that both partners are satisfied with the progress of the Program.

## **6. LIABILITY**

“ORGANIZATION” agrees to assume all risks and hazards incidental to the services or work by the student in connection with the Program and hereby releases and holds harmless Rice University from any loss or liability that may arise out of such services or work. Each student shall maintain health insurance while engaged in the Program.

## **7. NAME AND LOGO USE**

“ORGANIZATION” shall not use Rice’s or the Kinder Institute’s name or logos in any manner or media (including, but not limited to, press releases, promotions, advertisements or solicitations) without the prior written approval of Rice.

## **8. UNRELATED VOLUNTEER OR EMPLOYMENT**

In the event one or more of the participating students should, independent of this Agreement, volunteer or be employed by the “ORGANIZATION” on a part-time basis or full-time basis, this Agreement shall not apply during the hours in which the student is performing his/her duties at “ORGANIZATION” in such capacity.

## **9. RELATIONSHIP OF THE PARTIES**

In performance of the services contemplated in this Agreement, neither Rice University nor “ORGANIZATION” shall be considered an agent, employee, joint venture, or partner of the other.

## **10. RENEWAL, TERMINATION, AND AMENDMENTS**

This Agreement shall commence on the Effective Date and shall terminate **three years** after the Effective Date. This Agreement may be renewed or amended by written mutual agreement only. Either party may terminate this Agreement by giving 60 days written notice to the other party. Students already admitted to and participating in the Program at the time of the termination of the Agreement must be allowed to complete the Program.

## **11. COMPLIANCE WITH LAW**

The Kinder Institute and “ORGANIZATION” shall comply with all laws, rules, regulations, and statutes applicable to either of them, as the case may be.

## **12. APPLICABLE LAW**

The laws of the State of Texas shall govern the interpretation and application of this Agreement.

**13. NON-EXCLUSIVITY**

Nothing in this Agreement shall create an exclusive relationship between the Kinder Institute and “ORGANIZATION”. The parties hereto shall be free to enter into relationships with any other university or institution of their choosing without any accountability to the other party hereto, including, without limitation, the Kinder Institute’s participation with other organizations in the Community Bridges program.

**14. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties with respect to the subject matter herein and supersedes all prior and contemporaneous agreements and understandings, oral or otherwise. No addition, modification, or amendment hereto shall be effective unless in writing and executed by the parties hereto.

The undersigned parties have executed this Agreement effective as of the Effective Date.

Rice University Kinder Institute for Urban Research

By: \_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_  
Address: 6100 Main Street, Kraft Hall, 308  
Houston, Texas, U.S.A. 77005

“Organization”

By: \_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_  
Address: