



houston landbank

BOARD OF DIRECTORS REGULAR MEETING September 11, 2025

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BOARD OF DIRECTORS REGULAR MEETING
AGENDA

September 11, 2025 – Noon Central Time

Leonel Castillo Community Center

2101 South Street, Houston, Texas 77009

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 2101 South Street, Houston, Texas 77009. 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 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, September 10, 2025. To register, please use the online form at www.houstonlandbank.org/resources, e-mail 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. April 10th, 2025 Board Meeting
 - b. June 12th, 2025 Board Meeting
- IV. Chairman's Greeting: Matt Zeis
- V. Committee Reports:
 - a. Executive Committee: Matt Zeis, Chair
 - b. Finance Committee: Open, Chair
 - c. Partnership and Program Development: Chrishelle Palay, Chair
 - d. Real Estate Acquisition and Disposition: Francisco Castillo, Chair
 - e. Procurement and Oversight: Elaine Morales, Chair
- VI. Board Action Items
 - a. Consideration and Possible Action to Approve the Houston Land Bank (HLB) Round Nine (9) of Lot Sales to two (2) builders (MH Builder-Houston, LLC & SXG Capital Group LLC) under the Houston Land Bank Builder Traditional Program.
 - b. Consideration and Possible Action to Approve the Successful Bidders (AD Construction and Development, Pero B LLC, Smartscaping & TransTeq Environmental Solutions, INC.)

under the Request for Proposals for Lot Maintenance Services as issued on April 25, 2025.

- c. Consideration and Possible Action to Approve the Successful bidder Raestone Holdings Inc., DBA The J Team, under the Request for Proposals for Tree-Trimming and Tree-Removal Service Providers as re-issued on May 30, 2025.
- d. Consideration and Possible Action to Authorize the Houston Land Bank to approve the HLB Builder, Houston Habitat for Humanity's New Floor Plan Design and Sale Price Increase Request for 1220 Grove & 1224 Grove (formerly 3306 Market St).
- e. Consideration and Possible Action to Authorize the Houston Land Bank to Administer the Early Capacity Building Grant Fund in Partnership with Rice Management Company.
- f. Consideration and Possible Action to Approve the Successful Bidders (TCH Development Inc. and Venus Builders) under the Request for Builder and Developer Services as issued on July 01, 2025.
- g. Consideration and Possible Action to Approve the Successful Bidder (SKA Consulting, L.P.) under the Request for Environmental Services as issued on May 30, 2025.
- h. Consideration and Possible Action to Approve the Execution by the Houston Land Bank CEO of the Amendment, Extension, and Restatement of the Fannie Mae Statement of Work (CTR047468) to the Master Services Agreement (CTR047466).
- i. Consideration and Possible Action to Approve the Houston Land Bank to enter into an agreement to provide consulting services to LISC Houston in participation of the LISC Houston RAMP (Resources, Access, Mentorship, and Pathways) Emerging Developer Program.

VII. 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.

VIII. Board Member Comments

IX. Adjournment

P.O. Box 131106, Houston, Texas 77219
281.655.4600

houstonlandbank.org

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

April 10, 2025

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 the Sunnyside Multi-Service Center located at 4410 Reed Road, Classroom 2127, Houston, Texas, on Thursday, April 10, 2025 at 12:00 p.m. Written notice of the 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-Diaz	David Collins
Matt Zeis	Chrishelle Palay
Francisco Castillo	Marilyn Muguerza
Ge'Juan Cole	

Board directors absent were: Tonzaino Bailey, Janae Ladet and Dwantrina Russell. Others in attendance included: Christa Stoneham, Chief Executive Officer/President of the HLB; LaTosha Okoiron, in-house counsel and Compliance Manager; Isai Mendez, Finance Director for the HLB; Lindsey Williams, Director of Community Development for the HLB; Melanie Young, Director of Operations; Donesha Albrow, Program 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; Mark Glanowski (Paralegal) and Leigh White (Legal Assistant) of Winstead PC.

I. Call to Order and Roll Call

Chairman Zeis called this regular meeting to order at 12:40 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 & Registered Attendees

Nothing to report.

III. Consideration and Adoption of Meeting Minutes

a. February 13, 2025 Board Meeting

Chairman Zeis then announced that the minutes for the February 13, 2025 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.

Director Castillo then made a motion to approve the minutes as written of the Board meeting held on February 13, 2025, which motion was duly seconded by Director Muguerza and passed with the unanimous vote of the Board.

IV. Chairman's Greeting: Matt Zeis

Chairman Zeis thanked everyone for attending today's meeting. Chairman Zeis then stated that he met with the City of Houston Housing Department to discuss the NHPD housing program which is selling 3 bedroom/2bath houses for \$300,000.00. Director Morales-Diaz asked if the NHDP considers the HLB as its acquisition arm.

V. President's Greeting: Christa Stoneham

Ms. Stoneham discussed the information included in the high-level rough draft of the HLB Annual Report as shown on the PowerPoint presentation to the Board. She noted that the HLB raised \$8,700,000.00 last year from grants, sponsors and banks and is currently working on 3-4 grant applications.

She noted that this report was assembled to include matters of significant interest which occurred during the year such as the engagement of 2,000 community members, procurement of 31 home builders, the sale of 31 lots, addressing 117 title issues affecting certain lots, and handling 149 legal projects. The report also highlights the Community Purpose Program which was created to find a purpose for lots which are adversely affected by accessibility, size and/or flood zones, along with the launching of the Finding Homes Program. The report also includes information concerning the status of the grant from the EPA to address the toxic ash concerns at the Velasco site. Lastly, she mentioned that next Friday she will be conducting the HLB Annual Report Presentation.

VI. Committee Reports:

a. Executive Committee: Matt Zeis, Chair

Chairman Zeis reported that the Executive Committee met the previous week to discuss Agenda Item E, the consideration and possible action to approve the 2025 program updates for the Houston Land Bank Traditional Buyer Program. The Committee discussed the proposed increase of lot sale price and the home sale price by \$50,000. The proposed increase is due to the increase in the cost of materials and labor for construction of affordable houses. Chairman Zeis then announced that Tonzaino Bailey submitted his resignation from the Board as he has taken a new employment position. Lastly, he mentioned that the Board will need to schedule a retreat to discuss Board

b. Finance Committee: Open, Chair

Chairman Zeis reported that the Finance Committee did not meet. He stated that Mr. Mendez circulated the updated budget information.

c. Partnership and Program Development Committee: Chrishelle Palay, Chair

Lindsey Williams reported that the Partnership Committee did not meet in March, however the Committee is still actively reviewing the applications submitted for the Community Purpose Lots. The Committee is slated to begin discussions, agreements, and lot matching in May. Coordination with parties that are using the community lots has been initiated as well as site walk throughs. The Committee was able to get updates on the current use of the community lots aligning with the purpose of the Houston Land Bank initiative. Director Williams also announced the Finding Home initiative will hold a design scheme presentation to Neighborhood Advisory Committee on April 30, 2025. IBHS and Smart Home America will hold a presentation and training session for the HLB procured professionals on May 21, 2025. Ms. Williams mentioned that Dr. Laura Schaefer and Dr. James Elliott from Rice University attended the Juice and Justice meeting that was held on March 27, 2025, and shared information about the DLE funded project exploring placement of solar installations on urban Brownfields. Dr. Schaefer and Dr. Elliott are seeking a partnership with the HLB on upcoming work and grant applications. The theme of their project is Brownfields to Brightfields.

d. Real Estate Acquisition and Disposition Committee: Open, Chair

Donesha Albrow reported that the Real Estate Acquisition and Disposition Committee met March 26, 2025 to discuss requests submitted by an out of compliance builder who would like to use a new floor plan and proforma for modular homes. The Committee is reviewing the new construction cost submissions submitted by this home builder for more insight on the requested house sale price increases which are higher than the Traditional Home Builder guidelines. The Committee also updated the guidelines for home builders and the lot scoring rubric that will now be included in the home builder pamphlet upon Board approval.

Ms. Albrow reported that the READ Committee is also considering listing for sale the lots and houses that were not sold during the recent Round 8 Lot Sales. She stated that the READ Committee is actively looking into selling the replatted lots, three of which are located on Carver Road and six on Laura Koppe Road. She then noted that the Committee is in the process of negotiations with a realtor to acquire a lot in the Fifth Ward that is currently landlocked by other lots owned by the HLB. The Committee also discussed the status of the replats of 3 lots pending approval from the Board. She then mentioned that the READ Committee is currently negotiating with a local church to sell the HLB lot the church is currently using as a parking lot.

Lastly, Ms. Albrow reported that the READ Committee held a community meeting to review the survey results and receive feedback from the residents of the Fifth Ward community with regard to two site plans prepared by Perkins and Will.

e. Procurement and Oversight Committee: Elaine Morales-Diaz, Chair

Director Morales-Diaz reported that the Procurement and Oversight Committee met March 31, 2025 to discuss the submissions for the Community Marketing Support Services RFP that was issued earlier this year. There were thirteen submissions with Allison McFarlane Inc, Five and Two Marketing LLC, and Medley Inc being selected as the successful bidders. The Committee also discussed the RFQ for Market Analysis & Feasibility Services, with generated two

submissions. She noted that the Lorannette Group Compass Real Estate was selected as the successful bidder. For replat services, the Committee chose CGEA to prepare the plans.

Lastly, she reported that the Committee is currently working to revise the language in the draft for the EPA grant procurement in order to align with the new requirements, guidelines, and mandates for diversity, equity, and inclusion.

VII. Board Action Items

Chairman Zeis requested a motion be made to discuss and approve the Board Action Items out of order. Director Castillo made a motion to allow the Board to discuss and approve the Board Action Items out of order, which motion was seconded by Director Morales-Diaz and approved with the unanimous vote of the Board.

- a. **Consideration and Possible Action to Approve the Land Banking Interlocal Agreement between Harris County and the Houston Land Bank.**

Chairman Zeis announced that this Agenda item will be tabled for lack of a quorum due to Director Castillo's employment with Harris County.

- b. **Consideration and Possible Action to Accept and Acknowledge Subrecipient Agreement under the American Rescue Plan Act (ARPA) with Harris County.**

Chairman Zeis announced that this Agenda item will be tabled for lack of a quorum due to Director Castillo's employment with Harris County.

- c. **Consideration and Possible Action to Approve and Authorize the CEO/President of the Houston Land Bank to execute a one-year extension to the Option Purchase Agreement between Houston Land Bank and the Trinity East Village CDC/NHP Foundation.**

Ms. Stoneham announced that this Agenda action item will authorize the HLB to extend and renew the current option to purchase agreement made between the Trinity East Village CDC/NHP Foundation and the Houston Land Bank with regard to senior housing. She noted that Section 3 of the current option agreement allows for the extension of the option agreement, and the parties wish to renew and execute the option at this time.

He noted that the Trinity East Village CDC held discussions with the leadership of the City's Housing and Community Development Department and Houston Land Bank with regard to earmarking these lots for affordable rental development and transferring the lots. The proposed development has received widespread support among Third Ward community groups and residents therein. Organizations from the Third Ward Super Neighborhood to the Emancipation Economic Development Council have submitted letters of support for the development. In addition to the community support, The City of Houston Housing and Community Development has voiced no objection to this matter.

Director Collins made a motion to approve the one- year extension, which motion was duly seconded by Director Palay and approved with the unanimous vote of the Board.

d. **Consideration and Possible Action to Approve the Preliminary FY2026 Houston Land Bank Fiscal Budget.**

Chairman Zeis announced that this item will authorize the HLB to submit the proposed preliminary budget for Fiscal Year 2026 to the City of Houston, as required by local government corporation regulations.

The preliminary budget is based on historical costs and anticipated operational needs for the upcoming year. It includes administrative expenditures, staff salaries and essential operating expenses, as well as maintenance costs for HLB's real estate assets. The budget accounts for specific program activities and their associated costs, ensuring that financial planning aligns with the organization's goals and ongoing initiatives.

Key Budget Revision Areas

Highlights include:

- Total projected revenues are \$2,785,889.
- Total projected expenditures are \$3,159,577.
- Projected net loss is \$373,688
- Total projected capitalized expenditures: \$200,000 (for inventory predevelopment only)
- Total change in reserves is -\$573,688 (23% decrease).
- Significant department revisions:
 - Traditional Program
 - Round 9 Sales: Net change: \$533,322.00
 - Harris County ARPA Grant: Net Change: \$447,522.00
 - New Home Development Program
 - NHDP Disposition Revisions: Net Change: -\$96,090.00
 - Finding Home Program
 - Fannie Mae and HCLT Grants: Net Change: \$267,740.00
 - Operations
 - Operations Agreement: Net Change: -\$214,731.00

Director Collins made a motion to approve the Fiscal Year 2026 budget revisions, which motion was duly seconded by Director Morales-Diaz and approved with the unanimous vote of the Board.

e. **Consideration and Possible Action to Approve the 2025 program updates for the Houston Land Bank Traditional Builder Program.**

Chairman Zeis announced that this item will revise the HLB Traditional Program Guidelines as reviewed and approved by the READ and Executive Committees to include a revised Home Sales Price Framework, add Builder Categories, add Lot Designations, revise the HLB Neighborhood Advisory Committee, and the HLB staff approved homebuilder proposal scoring rubric. As previously stated, the proposed price increase for lot sales is \$15,000.00 and the proposed increase for house sales price will be \$30,000.00.

The revisions are summarized as follows:

1. Home Sales Price Framework – The guidelines will now include an updated Home Sales Price Framework, which defines three price ranges along with corresponding construction specifications.
2. Builder Categories & Lot Designations—The new builder categories and definitions have been incorporated to clarify the various specialties and required qualifications for each builder category.
3. Proposal Scoring Rubric – Updates have been made to the HLB Neighborhood Advisory Committee and HLB staff-approved homebuilder proposal scoring rubric to refine the evaluation process.

He reiterated that these proposed changes have been reviewed and approved by both the READ Committee and Executive Committee.

Director Morales-Diaz made a motion to approve the 2025 Houston Land Bank Traditional Builder Program updates, which motion was duly seconded by Director Muguerza and approved with the unanimous vote of the Board.

- f. **Consideration and Possible Action to Approve the highest scoring company submissions under the Houston Land Bank Request for Qualifications (RFQ) for Communications and Marketing Support Services, originally issued on January 03, 2025, and reissued on January 31, 2025.**

Ms. Stoneham announced that this action item will authorize HLB to enter into Communication and Marketing Service contracts with the three highest-scoring company submissions under the Houston Land Bank RFQ for Communications and Marketing Support Services.

The HLB issued an RFQ on January 3, 2025, for marketing, communications, event planning, and community engagement; after an additional needs assessment was completed internally, it was determined that the RFQ needed to be revised to better align with the organizational needs. The RFQ was revised to clarify and describe the requirements more accurately, and it was reissued on January 31, 2025. As a result of the RFQ, the following thirteen submissions were received:

Allison McFarlane Inc	Score: 96.00% (successful bidder)
Arete Public Affairs	Score: 87.67% (unsuccessful bidder)
Big Oak Tree Media	Score: 94.67% (unsuccessful bidder)
Creative AF Muze Marketing & Management	Score: 78.33% (unsuccessful bidder)
Five and Two Marketing LLC	Score: 100.00 % (successful bidder)
Innovating Marketing Group	Score: 94.67% (unsuccessful bidder)
Love Chain Productions	Score: 47.00% (unsuccessful bidder)
Medley Inc	Score: 100.00% (successful bidder)
Outreach Strategists, LLC	Score: 88.00% (unsuccessful bidder)
Spixel Media	Score: 0.00% (unsuccessful bidder)
TCF Professional Services, LLC	Score: 86.33% (unsuccessful bidder)

The Ty Robinson Real Estate Group
Wautashi Construction

Score: 89.00% (unsuccessful bidder)
Score: 0.00% (unsuccessful bidder)

If approved by the Board, the HLB will enter into service contracts with Allison McFarlane, Inc., Five and Two Marketing LLC, and Medley, Inc. for a term of two years, with one-renewal option of one year.

Director Castillo made a motion to approve entering into service contracts for marketing support with Allison McFarlane, Inc., Five and Two Marketing LLC, and Medley, Inc, which motion was duly seconded by Director Muguerza and approved with the unanimous vote of the Board.

- g. **Consideration and Possible Action to Approve Lorannette Group Compass Real Estate as the successful bidder under the Houston Land Bank Request for Qualifications (RFQ) for Market Analysis & Feasibility Services as issued on February 07, 2025.**

Ms. Stoneham announced that this action item will authorize the HLB to enter into a Market Analysis & Feasibility Service Contract with Lorannette Group Compass Real Estate Company under the Houston Land Bank RFQ for Market Analysis & Feasibility issued on February 7, 2025 and which closed on March 7, 2025. This action is necessary to facilitate the review of market conditions and the highest and best use of sites as needed by HLB currently. As a result of the RFQ, two submissions were received. Upon approval of the Board, the HLB will enter into a service contract with Lorannette Group Compass Real Estate Company for a term of two years, with one-renewal option of one year.

After review and evaluation of the submissions, the following is a breakdown of the points received:

The Cole Group, LLC

Score: 70.00% (unsuccessful bidder)

Lorannette Group Compass Real Estate

Score: 90.00% (successful bidder)

Director Morales-Diaz made a motion to approve entering into service contracts with Lorannette Group Compass Real Estate, which motion was duly seconded by Director Castillo and approved with the unanimous vote of the Board.

VIII. Executive Session

No need for any Agenda items to go into Executive Session.

IX. Board Member Comments

No comments.

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 12:59 p.m. upon the motion

of Director Collins which was duly seconded by Director Castillo and passed with the unanimous vote of the Board.

Minutes Prepared By:

Mark Glanowski (Paralegal) of Winstead PC and
Graciela Saenz of Law Offices of Graciela Saenz, PLLC

Signed on the _____ day of _____, 2025.

Secretary

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

June 12, 2025

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 the United Way Building located at 50 Waugh Drive, Houston, Texas, on Thursday, June 12, 2025 at 12:00 p.m. Written notice of the 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-Diaz	David Collins
Matt Zeis	Chrishelle Palay
Ge'Juan Cole	Marilyn Muguerza
Thomas Simpson	

Board directors absent were: Francisco Castillo, Janae Ladet and Dwantrina Russell. Others in attendance included: Christa Stoneham, Chief Executive Officer/President of the HLB; LaTosha Okoirion, in-house counsel and Compliance Manager; Isai Mendez, Finance Director for the HLB; Lindsey Williams, Director of Community Development for the HLB; Melanie Young, Director of Operations; Donesha Albrow, Program 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 Mark Glanowski (Paralegal) of Winstead PC.

I. Call to Order and Roll Call

Chairman Zeis called this regular meeting to order at 12:19 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 now present for this meeting.

II. Public Speakers & Registered Attendees

Nothing to report.

III. Consideration and Adoption of Meeting Minutes

a. April 10, 2025 Board Meeting

Chairman Zeis then requested that the vote on the approval of the minutes for the April 10, 2025 regular meeting of the Board which were previously circulated for review and comment be passed over at this time in order to vote on approvals for the Action Items on the Agenda.

IV. Chairman's Greeting: Matt Zeis

Chairman Zeis thanked everyone for attending today's meeting.

V. Swearing-in and Oath of Office of Newly (C.J. Eisenbarth, Harger-Position Two & Thompson Simpson – Position Five) and Reappointed (David L. Collins, Sr. – Position One & Matt Zeis – Position Three and Board Chair) Houston Land Bank Directors

Gracie Saenz proceeded with the Oath of Office swearing-in for Thomas Simpson who was newly appointed to the Board. Mr. Simpson introduced himself to the Board and stated that he works as a real estate economic and financial consultant.

VI. Committee Reports:

a. Executive Committee: Matt Zeis, Chair

Chairman Zeis reported that the Executive Committee met the previous week to discuss the fiscal year 2026 budget revisions in addition to the other items on the meeting Agenda. The Committee also discussed the progress with those builders that are out of compliance under their construction contracts. The Committee then discussed the status of the pipeline of buyers to be generated for the New Hope Development housing program.

b. Finance Committee: Open Chair

Chairman Zeis reported that the Finance Committee meet last week regard to the discussions with the Houston Housing Director concerning funding for the next fiscal year which begins July 1, 2025. He noted that this Committee needs a Chair to lead and manage this Committee.

c. Partnership and Program Development Committee: Chrishelle Palay, Chair

Director Palay reported that the Partnership Committee meet to discuss the scoring the applications submitted for the Community Purpose Lots. She requested assistance from the other Board members to score the applications. Lastly, she noted that name of the Juice & Justice initiative is a concern for some attendees, and therefore is in need of re-branding to the name of "Sip & Sustain."

d. Real Estate Acquisition and Disposition Committee: Open Chair

Donesha Albrow reported that the Real Estate Acquisition and Disposition Committee met May 28, 2025 to discuss the design updates for the Traditional Builder lots located within the flood plain and the increase in the builder costs associated with construction within the flood plain. The Board may consider utilizing funds from Harris County to cover these additional costs.

Ms. Albrow reported that the READ Committee is wrapping up the scoring for the submissions from the builders for sale of lots during the recent Round 9 Lot Sales. The scoring results will be submitted to the Board for review in July. The Committee also discussed the status of the replats in progress, however some had to be re-submitted to obtain approval.

Lastly, Ms. Albrow reported that the READ Committee discussed the status of the builders who are out of compliance under their construction contracts.

e. **Procurement and Oversight Committee: Elaine Morales-Diaz, Chair**

Director Morales-Diaz reported that the Procurement and Oversight Committee met June 2, 2025 to discuss the response for the procurement concerning Acres Homes, and to move forward with the three vendors who submitted bids for the RFP for cleaning services.

Lastly, she reported that there are two active procurements open.

VII. Board Action Items

a. **Consideration and Possible Action to Approve the Land Banking Interlocal Agreement between Harris County and the Houston Land Bank.**

Chairman Zeis announced that this Agenda item will authorize the HLB to conduct land banking in Harris County under a one-year Land Banking Interlocal Agreement with Harris County local government.

Director Morales-Diaz made a motion to approve the Land Banking Interlocal Agreement with Harris County which motion was seconded by Director Muguerza and approved with the unanimous vote of the Board.

b. **Consideration and Possible Action to Accept and Acknowledge Subrecipient Agreement under the American Rescue Plan Act (ARPA) with Harris County.**

Chairman Zeis announced that this Agenda item will authorize the HLB to execute the Subrecipient Agreement with Harris County to initiate funding under the Act.

Director Cole made a motion to accept the Subrecipient Agreement with Harris County under the American Rescue Plan Act, which motion was duly seconded by Director Collins and approved with the unanimous vote of the Board.

c. **Consideration and Possible Action to Approve the Successful Bidders (Proedge Cleaning Services, Schliks Home & Commercial Services, and Twins Construction & Home Repair Services, LLC) under the Request for Proposals for Cleaning Services re-issued April 14, 2025.**

Chairman Zeis announced that this Agenda action item is necessary to facilitate the cleaning of HLB-NHDP constructed homes and HLB office space.

Director Muguerza made a motion to approve the successful bidders under the RFP for cleaning services, which motion was duly seconded by Director Morales-Diaz and approved with the unanimous vote of the Board.

d. **Consideration and Possible Action to Adopt the Houston Land Bank Proposed Fiscal Year 2026 Budget.**

Chairman Zeis announced that this item will authorize the HLB to submit the proposed preliminary budget for Fiscal Year 2026 to the City of Houston, as required by local government corporation regulations.

The preliminary budget is based on historical costs and anticipated operational needs for the upcoming year. It includes administrative expenditures, staff salaries and essential operating expenses, as well as maintenance costs for HLB's real estate assets. The budget accounts for specific program activities and their associated costs, ensuring that financial planning aligns with the organization's goals and ongoing initiatives.

Director Morales-Diaz asked for disclosure of the amount of funds the City of Houston is directly funding to the HLB. Chairman Zies indicated that the City would be funding \$750,000.00.

Director Collins made a motion to adopt the proposed Fiscal Year 2026 budget, which motion was duly seconded by Director Muguerza and approved with the unanimous vote of the Board.

e. **Consideration and Possible Action to Approve Houston Land Bank's CEO to execute the agreement to accept \$90,000.00 grant funds from the Rockwell Fund, Inc. for Rooted in Kashmere Gardens as described in the April 23, 2025 proposal submitted by the Houston Land Bank**

Ms. Stoneham announced that this Agenda item relates to request for approval of the one-year grant from the Rockwell Fund, Inc. in the amount of \$90,000.00 in support of Rooted in Kashmere Gardens, an initiative focused on equitable redevelopment in Super Neighborhood 52. She noted that the Houston Land Bank owns 1.5-acres which is located just outside of the Kashmere Gardens neighborhood which land will need to be re-platted to consolidate a subdivision.

Director Palay made a motion to approve the agreement to accept \$90,000.00 in grant funds from the Rockwell Fund, Inc., which motion was duly seconded by Director Cole and approved with the unanimous vote of the Board.

VIII. Executive Session

No need for any Agenda items to go into Executive Session.

IX. Board Member Comments

No comments.

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 12:26 p.m. upon the motion

of Director Collins which was duly seconded by Director Palay and passed with the unanimous vote of the Board.

Minutes Prepared By:

Mark Glanowski (Paralegal) of Winstead PC and
Graciela Saenz of Law Offices of Graciela Saenz, PLLC

Signed on the _____ day of _____, 2025.

Secretary

Houston Land Bank

Balance Sheet

As of July 31, 2025

	<u>Total</u>
ASSETS	
Current Assets	
Bank Accounts	
10101 Chase - Operating 8465	127,827
10102 UNB - Operating 4992	50,647
10103 Susser - Operating 3448	31,037
10104 PayPal - Operating ESJ4	11,472
10301 Chase - Lot Acquisition 7058	504,868
10401 Chase - Board Reserve 7066	260,442
10403 Susser - Board Reserve Sweep 3463	1,783,668
10501 Chase - Restricted Funds 5577	5,362
10503 Susser - Restricted Funds Sweep 3489	605,399
10602 Susser - Strategic Funds Sweep 78781	320,437
10702 Bill.com Money Out Clearing	983
Total Bank Accounts	\$ 3,702,142
Accounts Receivable	
12100 Accts Receivable	235,479
Total Accounts Receivable	\$ 235,479
Other Current Assets	
Prepaid Expenses	
14100 Prepaid Acquisition Costs	72,116
14200 Prepaid Insurance	153,539
14400 Prepaid Security Deposit	14,347
14500 Prepaid Subscription Services	10,739
Total Prepaid Expenses	\$ 250,740
Total Other Current Assets	\$ 250,740
Total Current Assets	\$ 4,188,361
Fixed Assets	
15100 Equipment	21,905
15900 Accum. Depreciation	-14,945
Total Fixed Assets	\$ 6,960
Other Assets	
16200 Lease Asset	12,313
Total 17100 Investments Held For Sale	10,298,111
Total Other Assets	\$ 10,310,424
TOTAL ASSETS	\$ 14,505,745
LIABILITIES AND EQUITY	
Liabilities	

Houston Land Bank

Balance Sheet

As of July 31, 2025

	<u>Total</u>
Current Liabilities	
Accounts Payable	
20100 Accounts Payable	66,191
Total Accounts Payable	\$ 66,191
Other Current Liabilities	
21100 Liabilities Due to HCDD	484,229
21600 Lease Liability - Current	3,356
21800 Unearned Revenue	386,125
Total Other Current Liabilities	\$ 873,710
Total Current Liabilities	\$ 939,901
Long-Term Liabilities	
22600 Lease Liability - Noncurrent	10,395
Total Long-Term Liabilities	\$ 10,395
Total Liabilities	\$ 950,295
Equity	
30100 Unrestrict (retained earnings)	13,630,919
Net Income	-75,469
Total Equity	\$ 13,555,449
TOTAL LIABILITIES AND EQUITY	\$ 14,505,745

Houston Land Bank
Income Statement
July 2025

	<u>Total</u>
Income	
40500 Outside Sources Contributions	67,572
Total Income	<u>\$ 67,572</u>
Gross Profit	<u>\$ 67,572</u>
Expenses	
60100 Salaries and Fringe	59,408
60200 Legal Fees	11,177
60300 Professional Services	20,755
60400 Property Cost - Lot Maintenance	32,551
60500 Software and Subscriptions	7,287
60600 Rent Expense	4,277
60800 Bank Fees	175
60900 Conference and Meetings	-155
61000 Depreciation Expense	165
61200 Insurance	9,416
61400 Office Expense	48
61500 Phone and Internet	1,175
61700 Travel Expense	3,288
63200 Property Cost Disposition - NHDP	1,737
Total Expenses	<u>\$ 151,305</u>
Net Operating Income	<u>-\$ 83,733</u>
Other Income	
70100 Interest Income	8,263
Total Other Income	<u>\$ 8,263</u>
Net Other Income	<u>\$ 8,263</u>



REQUEST FOR BOARD ACTION

Meeting Date: September 11, 2025

Agenda Item VI a: Consideration and Possible Action to Approve the Houston Land Bank (HLB) Round Nine (9) of Lot Sales to two (2) builders (MH Builder-Houston, LLC & SXG Capital Group, LLC) under the Houston Land Bank Builder Traditional Program.

ACTION SUMMARY

Approval of this item will accept READ Committee recommendations of builder lot selections resulting from the Traditional Program's Round 9 Lot Sales. Approval of this item will authorize staff to initiate the execution of contracts for the sale of lots to builders as described below.

BACKGROUND/OVERVIEW

Under the HLB Traditional Homebuyer Program, Approved Builders may acquire properties from HLB to construct quality affordable homes, with price and design approved by HLB during our lot sale process. HLB has recently ended Round 9 of its lot sale under the HLB Traditional Homebuyer Program.

Round 9 Lot Sale opened April 14, 2025 and closed on May 16, 2025. There were 26 builders invited to participate in the lot sale, and of that, 5 builders participated by submitting for their desired lots. There were 12 lots listed for sale and of those, 8 of those lots received submissions and 8 of those lots are recommended for contract execution by the Real Estate Acquisition and Disposition Committee in line with HLB staff proposals.

Round 9 will be awarded by the builders as follows:

- MH Builder-Houston, LLC- 2 lots
- SXG Capital Group, LLC - 6 lots

Additionally, Round 9 awards are broken down by neighborhood as follows:

- Acres Homes - 5 lots
- Sunnyside - 3 lots

The proposed lot sales are further detailed in the Attachment 1 as follows:

P.O. Box 2549, Houston, Texas 77252
281.655.4600

houstonlandbank.org

ATTACHMENT 1

HCAD	Lot Address	Lot Size	Bid Price	Builder	Home Size	Bed/Bath/Garage	Tier	Home Sales Price
0511740170008	8235 Canyon (Sunnyside)	5,512	\$20,001	SXG	1,661	3/2/2	III	\$282,099
0641680160004	3910 Lowden (Sunnyside)	5,000	\$16,000	SXG	1,415	3/2/1	II	\$244,373
0361190070031	0 Sunnyhill (Acres Homes)	5,500	\$20,001	SXG	1,661	3/2/2	III	\$282,099
0361190070032	0 Sunnyhill (Acres Homes)	5,500	\$20,001	SXG	1,661	3/2/2	III	\$282,099
0162760220011	0 Cohn (Acres Homes) 2 Homes	6,000	\$31,000	SXG	1,629	3/2.5/2	III	\$271,125
0162760230019	0 Cohn (Acres Homes) 2 Homes	6,000	\$20,000	MH Builder	1,732	3/2.5/2	III	\$295,900
0162760220013	0 Cohn (Acres Homes) 2 Homes	6,000	\$20,000	MH Builder	1,732	3/2.5/2	III	\$295,900
0511560520016	0 Glenrose (Sunnyside)	2,500	\$16,000	SXG	1,415	3/2/1	II	\$244,373

Upon board approval, Houston Land Bank (HLB) will proceed with contracting with MH Builder-Houston LLC and SXG Capital Group LLC for the Round 9 lot sales.



REQUEST FOR BOARD ACTION

Meeting Date: September 11, 2025

Agenda Item VI b: Consideration and Possible Action to Approve the Successful Bidders (AD Construction and Development, Pero B LLC, Smartscaping & TransTeq Environmental Solutions, INC.) under the Request for Proposals for Lot Maintenance Services as issued on April 25, 2025.

ACTION SUMMARY

Approval of this agenda item will authorize the HLB staff to execute contracts for Lot Maintenance Providers for the new contract term (September 1, 2025-August 31st, 2027).

BACKGROUND/OVERVIEW

Houston Land Bank's current Lot Maintenance contract ends on August 31st, 2025. To facilitate continued operations, HLB issued a Lot Maintenance Services Request for Qualifications (RFQ) on April 25, 2025 (Exhibit A). Responses to the RFQ were due on May 30, 2025. There were seven (7) responsive companies as listed below:

- AD Construction & Development Inc.
- AW & D Construction and Maintenance Services, LLC
- Career and Recovery Resources, Inc.
- Pero B LLC
- Smartscaping
- The Woo Group
- Trans Teq Environmental Solution, Inc.

Upon the closing of the RFQ, a three person HLB staff evaluation panel was instituted to evaluate the submittals. Each panel member graded each submittal based on a 100-point scale created from the submission requirements of the RFQ, for a total possible points of 300. The point allocation breakdown is as follows:

- Qualifications and Experience (65 points)
- Pricing/Rate Sheet (25 Points)
- Alignment with HLB's Mission (10 points)

After evaluation of all submissions by each panel member and review of all submissions as an entire panel, the submittals are scored in points as followed:

- AD Construction & Development Inc. (285)
- AW & D Construction and Maintenance Services, LLC (0 points-did not submit a complete submission)
- Career and Recovery Resources, Inc. (245)

- Pero B LLC (255)
- Smartscaping (270)
- The Woo Group (0 points-did not submit a complete submission)
- Trans Teq Environmental Solution, Inc. (280)

Based on the submissions of the companies and the scoring of the panel, HLB is recommending the following four (4) companies to move forward with contract execution for the new contract term:

1. AD Construction & Development Inc.
2. Pero B, LLC
3. Smartscaping
4. Trans Teq Environmental Solution, Inc.

HLB proposes to set the lot maintenance provider number at four (4) due to its current inventory and special projects. Upon approval of the proposed providers, HLB will engage them for contract execution.



Request for Proposals for Lot Maintenance Services

Issued: April 25, 2025

**Responses Due to the [HLB Intake Form](#)
No Later than 5 p.m. Central on Friday, May 30, 2025**
Late or incomplete responses will not be considered.

Questions regarding this procurement solicitation are due to procurements@houstonlandbank.org no later than 5 p.m. Central time May 16, 2025. All questions will be answered in writing and posted at houstonlandbank.org/resources under the Procurements tab.

Submissions should be emailed to procurements@houstonlandbank.org.

Objective

Houston Land Bank (HLB) is seeking proposals to provide lot maintenance services, including mowing, edging, removal of trash, tree and tire removal facilitation, and debris on HLB properties for a two (2) year period beginning in July 2025 and with the option to extend for one (1) additional year.

Houston Land Bank

HLB is a not-for-profit local government corporation incorporated in Texas and is a component unit of the City of Houston. HLB is committed to being a robust and innovative partner in the equitable redevelopment of Houston neighborhoods and a good neighbor to the communities in which we work to provide affordable homes for low- and moderate-income Houstonians. HLB promotes the development of affordable homes primarily through the sale of vacant properties to builders with the requirement that the property is used for construction of an affordable home for income-qualified buyers (properties may be sold for less than appraised value to incentivize construction) and through the sale of developed properties on which the City of Houston's New Home Development Program has commissioned the construction of affordable homes for income-qualified Houstonians.

For more information on HLB, please visit www.houstonlandbank.org.

We are committed to being a good neighbor in every community we serve – this includes making sure:

- Our lots are marked with signage as Houston Land Bank property;
- Our lots are well-maintained and free of trash and debris, weeds, and undesirable trees or other woody plants, with grass generally no more than 6 inches tall and usually less a

- The people who take care of our lots are polite, friendly, and lead others to have a positive opinion of the Houston Land Bank.

We want to work with contractors who share our “good neighbor” commitment and help achieve our goal of building stronger communities across Houston. We are looking for contractors who can meet the requirements below and help us think creative ideas for improving performance and building strong community relationships as a good neighbor. This may include ideas for engaging community volunteers or neighborhood groups in keeping lots maintained properly. We will expect those who work with us to be open to such arrangements.

Process & Schedule

HLB intends to select multiple contractors for the purpose of assigning fixed price work orders for mowing, picking up and removal of trash, debris, rubbish, organic debris, and tires. These Items for pick-up will be on properties owned by the Houston Land Bank within the City of Houston. HLB may, from time to time, issue additional regulations to the contractor as needed to provide clarity of contract services required as a result of changes in HLB policies or procedures or applicable law. HLB anticipates following the schedule below for this procurement. Dates are subject to change at HLB’s sole discretion.

ACTION ITEM	DATE
Request for Proposals issued.	April 25, 2025,
Questions due regarding RFP	May 16, 2025, by 5 p.m. CST
Proposals due	May 30, 2025, by 5 p.m. CST
Evaluation of proposals	May 2025-June 2025
Contract executed	June 2025-July 2025

Scope of Work

The Contractor is to provide all supervision, labor, materials, supplies, tools and equipment necessary for the cleaning, clearing, loading and disposal of all trash, debris, rubbish, organic debris, other solid waste, and tires. The Contractor shall mow all grasses, weeds, under brush and remove debris associated with the mowing. Contractors may also be required to remove debris from locations where weed mowing is not required. If the lot contains dangerous trees or illegally dumped dirt, we ask that the contractor facilitates or subcontracts the removal of these items. The Contractor is required and expected to comply with all applicable laws regarding disposal of tires and other trash and debris removed from Houston Land Bank lots.

For this lot maintenance contract, Contractors will be assigned lots in a pre-defined area representing a subset of the HLB Lot Inventory (described below). The HLB inventory will change as lots are acquired and/or sold, so Contractors may not mow the same lots routinely. Lots acquired may require additional attention beyond routine maintenance, and HLB will recognize the necessary effort with additional compensation as appropriate. All compensation for services required under this agreement will be according to fixed prices negotiated with one or more qualified Contractors, unless there are needs that require subcontracted work. Please see attached Exhibit A for sample price structure.



As indicated earlier, we are also interested in your creative ideas for how to provide the best service at the best value for Houston. Our contractors are partners in our work of helping Houstonians afford quality homes and strengthening neighborhoods, and we will expect those who work with us to be open to new ideas and share their own for achieving our goals.

HLB Lot Inventory

The Houston Land Bank (LARA) lot inventory includes about 400 single-family residential lots, most ranging from 5,000 to 8,000 square feet in size and maintained in a variety of conditions, including some that will have various heavy trash and debris and large woody plants requiring removal. Lots may be larger or smaller than the range indicated above. The inventory was assembled over the past 20 years, typically at auction and or by 'Strike Off' by the taxing entities represented on its Board. The lots are located throughout Houston, though most are in one of the following neighborhoods:

- Acres Home (Northwest Houston)
- Near Northside (Northwest Houston)
- Independence Heights (Northwest Houston)
- Trinity Gardens (Northeast Houston)
- Fifth Ward (Northeast Houston)
- Magnolia Park (East Houston)
- Denver Harbor (East Houston)
- Settegast (Northeast Houston)
- Third Ward (South Houston)
- Sunnyside (South Houston)

The lots may require any or all of the services described in the Statement and Scope of Work above.

A map of HLB's current inventory (as of April 2025) is available at [HLB Lot Inventory](#). This data is routinely updated and is subject to change at any time as HLB acquires and disposes of property.

Process

Work orders will be issued by e-mail on a routine basis for lots requiring mowing, removal of trash and debris, or other related maintenance. Contractors will be expected to confirm receipt of all work orders within 48 hours of receipt. Work orders may be issued as "Normal" or "Priority" status. Contractors will be expected to fulfill "Priority" work orders within five working days of receipt, and to complete "Normal" work orders within 20 working days of receipt. Routine mowing of lots will be done an estimated 12 to 20 times per year as needed to comply with City ordinances and ensure the HLB is maintaining its lots as a good neighbor should. HLB will also require photographic evidence (before and after photos) of lot mowing and/or debris removal; these will be required by HLB before payment for maintenance of any lot. HLB may also consider enabling Contractor(s) to access its property management information system.



MINIMUM QUALIFICATIONS/REQUIREMENTS

We will need acceptable evidence of prospective Contractors' ability to obtain resources required and listed below. This evidence would normally consist of a commitment or explicit arrangement that will be in existence at the time of a contract award; the commitment or arrangement should provide for renting, purchasing, employing or otherwise acquiring the equipment needed, personnel and other resources. Prospective Contractors should have, or show acceptable evidence of ability to obtain, at the time of any contract award:

- Evidence demonstrates financial responsibility, including adequate financial resources and required insurance to fulfill contractual obligations.
- Ability to comply with performance and schedule requirements, considering all existing business commitments.
- Satisfactory record of safety, performance, integrity and ethics, based on feedback from references.
- Necessary experience and operational skills to ensure the work required is performed properly and to HLB's satisfaction.
- Necessary equipment and personnel, or evidence of the ability to obtain the same.
- Qualifications and eligibility to receive an award under any applicable laws and regulations.
- Ability to send and receive electronic communications (e-mail) through computer software comparable to Microsoft Office 2023.

Equipment and Personnel

Contractors must be able to provide at least one standard crew of four people, including three workers and one supervisor/truck driver. The supervisor should carry a mobile phone for use in communicating with Houston Land Bank staff by telephone call, text or e-mail as needed. In addition, we suggest the following equipment per crew. HLB may accept reasonable substitutes for the recommended equipment at its sole discretion. All equipment must be kept fueled, operable and maintained in good working order at the Contractor's expense (if the Contractor does not own the suggested equipment or comparable equipment, he or she must demonstrate an ability to lease or sub-contract it immediately):

- One white crew-cab truck, marked with magnetic signage bearing the HLB logo and name (signage to be provided by HLB), capable of hauling a trailer that grosses 15,000 pounds (Contractor will carry costs of insuring, fueling, and maintaining the truck);
- One tandem-axle heavy-duty trailer that grosses 15,000 pounds.
- Two (2) weed-eaters and two (2) leaf blowers.
- Two commercial-grade mowers, one zero turn (48"-52"Deck) and one walk behind mower.
- One tractor, OSHA-approved and minimum 55 HP engine with low profile to ground, sheet metal fabrication around tractor for driver protection, puncture-proof tires (i.e., foam-filled or equivalent), and roll-over protection (R.O.P.S.) around driver.
- One tractor-mounted rotary mower, minimum 4-foot heavy-duty model with chain curtains.



- One truck-to-tow mower (minimum one-ton);
- One hydro-axe mower.
- One dump truck or high-sided trailer with at least eight (8) cubic yards of capacity for hauling vegetative material, trash, and/or debris.
- Safety equipment for all the personnel (eye protection, ear protection, gloves, first-aid supplies), safety cones, and safety signage appropriate for working in the right-of-way.

In addition to the above equipment guidelines, the Contractor must own or have the ability to lease or sub-contract immediately, debris and trash loading equipment. It should be noted that lots with over 30 cubic yards of trash/debris might require more than the above-recommended minimum equipment per crew.

All equipment used for the performance of services shall meet all applicable federal, state and local standards, including those of the federal Occupational Safety and Health Administration, and be licensed and inspected as may be required. The Contractor must also have a valid chemical applicators' license issued by the state if intending to utilize chemical control of grass growth between cuts.

All supplies, materials, repair or replacement parts, equipment or tools used or furnished by the Contractor to perform the work specified herein shall be of the type, quality, size, etc., customarily used in the trade of such work. The Contractor at the Contractor's expense will replace any such items deemed unsuitable by HLB. HLB will not be responsible in any way for damage to or loss of supplies, materials, tools, equipment or personal property belonging to the Contractor or his/her employees.

Hours of work

All services shall be provided between the hours of 7 a.m. and 7 p.m. local time Monday through Saturday, unless otherwise required by an emergency as determined by HLB or in order to encourage participation by neighborhood residents or groups in helping to keep lots well-maintained.

Uniforms

Contractor and Contractor's employees or subcontractors will wear appropriate attire while maintaining HLB properties. HLB will supply safety vests for wear by Contractor and Contractor's subcontractors or employees while maintaining HLB properties.

Safety Training

The Contractor shall provide to its employees at its expense regular safety training relating to performing the services sought under this solicitation.

Insurance

At minimum, the Contractor shall maintain in effect the following insurance policies during the Initial Term of any HLB contract issued as a result of this solicitation, and during any extensions thereto:



COVERAGE	LIMIT OF LIABILITY
Workers' Compensation	Statutory Limit for Workers' Compensation
Employer's Liability	Bodily Injury -- \$1,000,000
Comprehensive General, including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, Loss of Life and Completed Operations	Combined limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
Automobile Liability Insurance (for automobiles used by the Contractor in the course of performing services under an HLB contract issued as a result of this solicitation, including employer's non-owned and hired auto coverage)	\$1,000,000 combined single limit per occurrence

Taxes

The Contractor shall be responsible for paying all payroll-based taxes affecting its employees.

Independent Contractor

Any respondents to this RFP who are contracted to perform work for the HLB will do so as an independent contractor, and all persons employed by the Contractor to furnish services hereunder will be employees of Contractor and not of HLB.

Although respondents may be selected and employed as a Contractor by HLB, this doesn't guarantee work to be issued.

Additional Requirements

The contractor shall have at all times during the term of any HLB contract a business- dedicated phone number, email address and mailing address. Such contact information shall be provided to HLB, and any changes shall be provided immediately to HLB.

Requested Structure of Responses

If you are interested in this opportunity, please pay the \$100 application fee and submit your response to the [HLB Intake Form](#) by 5 p.m. on May 30, 2025. We cannot accept incomplete or late responses, so please make sure to include the following:

- Cover letter including contact name, company name, phone, address, email, website (if website is available).
- Required resources: How many crews you can provide, and evidence that you have or can provide the necessary equipment – this may include letters of intent or documents



showing you can get the equipment and personnel you need to perform the necessary services.

- Submission of Exhibit A – Rate Sheet with pricing amounts by category (last page of document).
- Evidence or documentation that you have or can obtain the required insurance.
- Information above for any subcontractors you plan to employ in performing services requested by this solicitation.
- Names and contact information (phone number, and e-mail if available) of at least three references who can confirm your record of safety, ethics, customer service and responsiveness – you must have done work for your references in 2021 and/or 2022 for them to be accepted.
- Any creative ideas you would like to suggest for helping us be a good neighbor in the communities we serve, including ways to involve neighborhood residents, groups, and or nonprofit agencies in keeping HLB lots well- maintained. These may include hiring employees or subcontractors who live in areas designated as Complete Communities by the City of Houston or using local non-profit or community organizations as subcontractors.
- Any experience you have in working with community volunteers, neighborhood organizations, or similar groups to make your city a better place.

We are sorry, but we cannot accept responses received after the deadline, no matter what the reason they were late. The [HLB Intake Form](#) time stamp representing time of receipt will determine whether responses were received by the deadline.

If you have any questions about this request for qualifications, please contact us at procurements@houstonlandbank.org. Questions are due by May 16, 2025, by 5 p.m. CST. We will post all questions received on our website along with answers to each.

Shortly after the deadline for receiving proposals, HLB staff will review all proposals received for completeness and identify all Contractors who meet minimum qualifications. This may include follow-up discussions to confirm any pending commitments or letters of intent for resources/insurance mentioned in Contractor's response. HLB will select no more than six Contractors for initial negotiation of fixed- price agreements, with preference given to those who demonstrate strong customer service records and generate positive references, are based in the City of Houston, and/or have an acceptable related certifications from public- sector entities as noted above. Additional Contractors may be contacted as needed should the initial Contractors contacted be unable or unwilling to agree to HLB's specifications as outlined above, along any other legally required contractual terms, including agreement on a reasonable fixed-price structure for services rendered by Contractor as a result of this solicitation.

Information provided by HLB

The information included with this RFP is provided solely for the convenience of the proposers. WHILE THIS INFORMATION IS BELIEVED TO BE ACCURATE, NO REPRESENTATION OR WARRANTY OF ANY KIND IS MADE BY HLB AS TO ACCURACY OR COMPLETENESS. Respondents are solely responsible for conducting such independent due diligence



investigations as necessary for the preparation of responses. HLB and its employees, consultants, agents, and advisors are not responsible for the completeness or accuracy of any information distributed or made available, orally or in writing, during this procurement process.

Independent Contractor

It is understood that in the performance of any services herein provided, for Provider shall be, and is an independent contractor, and is not an agent or employee of HLB and shall furnish such services in its manner and method, except as required by this Agreement. Further, Provider has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Provider in the performance of the services hereunder. The Provider shall be solely responsible for and shall indemnify, defend, and hold HLB harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

Thank you for your interest. We look forward to your response.

EXHIBIT A – RATE SHEET **PLEASE FILL IN PRICE FOR EACH CATEGORY**

Line Item	Category and Description		Price
A-1	*First cut -- Mowing and debris removal up to five cubic yards	0-5,000 sq ft	\$___/sq ft
A-2	First cut -- Mowing and debris removal up to five cubic yards	More than 5,000 sq ft	\$___/sq ft
A-3	First cut – Debris removal ONLY over five cubic yards	Any lot size	\$___/cubic yard
B-1	*Routine cut – Mowing and debris removal up to three cubic yards	0-5,000 sq ft	\$___/sq ft
B-2	Routine cut – Mowing and debris removal up to three cubic yards	More than 5,000 sq ft	\$___/sq ft



B-3	Routine cut – Debris removal ONLY over three cubic yards	Any lot size	\$___/cubic yard
C-1	Debris removal ONLY – (no cutting or mowing)	Any lot size	\$___/cubic yard
D-1	*Priority cut surcharge (lot must be mowed within 72 hours of HLB request to contractor)	Any lot size	\$___
D-2	Community organization cut surcharge	0-5,000 sq ft	\$___
E-1	Tire removal	Any lot size	\$___/tire

*First Cut – shall mean cutting of grass/weeds taller than 9”.

*Routine Cut – shall mean cutting of grass/weeds less than 9”.

*Priority Cut – shall mean any work must be completed within 72 hours of having received such direction from HLB.

As of April 2025





REQUEST FOR BOARD ACTION

Meeting Date: September 11, 2025

Agenda Item VI c: Consideration and Possible Action to Approve the 2025 Houston Land Bank Tree-Trimming and Tree-Removal Service Providers per the Request for Proposal (RFP) for Tree Trimming and Tree Removal Services as posted on May 30, 2025.

ACTION SUMMARY

Approval of this agenda item will authorize Houston Land Bank (HLB) to contract with the successful submitter as described under the Houston Land Bank Request for Proposal (RFP) for Tree Trimming and Tree Removal Services, as reissued on May 30, 2025.

BACKGROUND/OVERVIEW (Background of the Agreement and Summary)

Houston Land Bank (HLB) sought proposals to provide additional tree-trimming and tree removal services for HLB for a two (2) year period beginning September 1, 2025, with the option to extend for two (2) additional one-year terms.

As a result of the RFP, one submission was received. The procurement breakdown is as follows:

One Submission

1. Raestone Holdings Inc. DBA The J Team Tree Service- Pass (100/100 Score)

Upon board approval, Houston Land Bank (HLB) will proceed with contracting with Raestone Holdings Inc DBA The J Team Tree Service to be added to our Tree Services pool, for current and future tree-trimming and tree-removal services.



**HOUSTON LAND BANK
Reissued
REQUEST FOR PROPOSALS (RFP)
TREE-TRIMMING AND TREE-REMOVAL SERVICES**

Responses Due to the [HLB Intake Form](#)
No Later than 5 p.m. Central on Friday, July 11, 2025.
HLB will not consider late or incomplete responses.

Introduction

The Houston Land Bank (HLB) is seeking proposals to provide tree-trimming and tree-removal services for HLB for a two (2) year period beginning September 1, 2025, and with the option to extend for two (2) additional one- year terms.

About Houston Land Bank

HLB is a not-for-profit local government corporation incorporated in Texas and is a component unit of the City of Houston. HLB is committed to being a robust and innovative partner in the equitable redevelopment of Houston neighborhoods and a good neighbor to the communities in which we work to provide affordable homes for low- and moderate-income Houstonians. HLB promotes the development of affordable homes primarily through the sale of vacant properties to builders with the requirement that the property is used for construction of an affordable home for income-qualified buyers (properties may be sold for less than appraised value to incentivize construction) and through the sale of developed properties on which the City of Houston's New Home Development Program has commissioned the construction of affordable homes for income-qualified Houstonians. For more information on HLB, please visit www.houstonlandbank.org.

TO RESPOND:

Respondents must meet the criteria described below, provide a complete submission and pay the \$100 application fee for consideration. Per the submission criteria below, please submit qualifications via the [HLB Intake Form](#) by 5 p.m. Central time on July 11, 2025. Respondents may ask questions regarding this solicitation by submitting an email to procurements@houstonlandbank.org by June 20th, 2025, at 5 p.m. Central time. HLB will post written responses to all questions received by the deadline on the HLB website at www.houstonlandbank.org (please see the Procurements Section on the Resources page).



EXPECTED TIMELINE (SUBJECT TO CHANGE):

Process & Schedule HLB anticipates following the schedule below for this procurement. Dates are subject to change at HLB's sole discretion. HLB will not consider late or incomplete responses.

Request for Proposals reissued	May 30, 2025
Questions due regarding RFP	June 20, 2025, by 5 p.m. CST
Proposals due	July 11, 2025, by 5 p.m. CST
Evaluation of proposals	August 2025
Contract executed	September 2025

PURPOSE

This Request for Proposal seeks proposals from qualified service providers, hereinafter referred to as the "Contractor", to establish a Contract(s) for tree-trimming and tree removal services for the Houston Land Bank's (HLB) properties. The initial contract(s) term will be 24 months (about 2 years) with two 12-month options. The best-evaluated, responsive, responsible bidders will be recommended to the HLB Board of Directors for a contract award. There will be a maximum of three (3) awards made under this solicitation for award. However, there is no guarantee that work and projects will be awarded to contracted parties on an as-needed basis. If the Contractor is unable to respond to the assignment of work within 48 hours (about 4 days), HLB reserves the right to re-issue the work to other contractors.



1.0 **WORK OBJECTIVES**

Work under this Contract has three broad objectives:

- 1.1 To provide for the safety of people and property.
- 1.2 To prepare properties for development
- 1.3 To remove decaying trees and maintain the aesthetics of neighborhoods

2.0 **APPLICABLE STANDARDS AND REGULATIONS**

- 2.1 All work shall be done thoroughly and professionally in accordance with the Contract documents, specifications, and acknowledged industry standards. Deviations from the Contract documents, specifications, or industry standards shall not be permitted without the prior written consent of HLB.
- 2.2 These standards include Industry standards as promulgated by the Texas Nursery and Landscape Association's (TNLA) Texas Certified Landscape Professional Manual.
- 2.3 HLB reserves the right to amend the Contract to add, remove, or change these standards to comply with ordinances and statutes, recognize new industry best practices, or for any reason HLB deems necessary.
- 2.4 Any material, method, or procedure specified by reference to a specific standard or specification, such as a commercial standard, federal or state specification, industry or government code, trade association code or standard, or other similar standard, shall comply with the requirements in the latest revision thereof and any amendments or supplements thereto.
- 2.5 The code, specification, or standard referred to, except as modified in the specifications, shall have full force and effect as though printed in the specifications. Such specifications and standards are not furnished to Bidders since manufacturers and trades involved are required to be familiar with these requirements.

- 2.6 Any material, method, or procedure specified by reference to a specific standard or specification, such as a commercial standard, federal or state specification, industry or government code, trade association code or standard, or other similar standard, shall comply with the requirements in the latest revision thereof and any amendments or supplements thereto.
- 2.7 The code, specification, or standard referred to, except as modified in the specifications, shall have full force and effect as though printed in the specifications. Such specifications and standards are not furnished to Bidders since manufacturers and trades involved are required to be familiar with these requirements.

3.0 **CONTRACTOR'S QUALIFICATIONS**

- 3.1 To be considered for Contract award, the Bidder must be able to demonstrate that they currently provide, or have provided, Trimming & Removal Services. The Bidder must have three (3) written references documenting previously performed Tree Trimming & Removal Services. HLB will determine if the services performed for the references are like the scope of services contained herein, and whether the Bidder can perform such services.

3.2 **Minimum Resource Requirements:**

HLB will require acceptable evidence of the prospective Contractor's ability to obtain required resources. This shall be a commitment or explicit arrangement in existence at the time of a site-visit by HLB to rent, purchase, or otherwise acquire the needed equipment, personnel, or other resources to adequately perform the Scope of Work, including but not limited to:

Removal Trucks

Prentice Loaders

Aerial-Lift

Chainsaws

Work Crew

Stump-Grinding Equipment

4.0 **STANDARD OF PERFORMANCE**

- 4.1 The Contractor shall furnish all labor, tools, safety equipment, supervision, transportation, insurance, and all other ancillary items/services necessary to complete the following project in strict accordance with the provisions of



this Contract. The work shall be performed at the locations specified in the work order. The Contractor shall coordinate their performance of the services with HLB.

- 4.2 The Contractor's performance shall be in accordance with the most current standards stated in this solicitation and any other current standard prevailing in the tree removal industry. The Contractor shall be required to perform and complete the tree removal work described in this Contract in a thorough, professional, and safe manner. Any item primary, secondary, or incidental to the performance of this Contract shall be included in this service. The Contractor shall employ individuals skilled in their respective trades. Any person HLB may deem incompetent or disorderly must be promptly removed by the Contractor and not allowed to work on a HLB project.

5.0 **ASSIGNMENT OF WORK**

- 5.1 The Contractor shall be notified of a work order by email, fax, or telephone. The Contractor shall confirm receipt of the work order within 24 hours of notification being sent. Confirmation may be via email, fax, or telephone. The work described on the work order shall be completed within twenty (20) calendar-days from the date the Contractor receives the work order.
- 5.2 Tasks to be completed on a work order include tree removal, stump grinding, sod replacement, back-fill of topsoil, debris removal, safety controls, sodding, and pest control.
- 5.3 If there is inclement weather or extenuating circumstances during the work period, HLB may extend the time in which the work is to be completed. All extensions shall be in writing and signed by the HLB.
- 5.4 If during services, the Contractor finds that the work order cannot be completed within twenty (20) calendar-days, a revised estimate shall be prepared by the Contractor and emailed to HLB representative for approval.

6.0 **PERFORMANCE OF WORK**

- 6.1 The Contractor shall work Monday- Friday, and only between the hours of 6:30 AM – 5:00 PM, and follow HLB's holiday schedule unless they have prior approval from HLB. The Contractor shall confirm the work order
- 6.2 location(s) with HLB between the hours of 6:00 AM and 9:00 AM of each workday and via email or telephone.

- 6.3 Work hereunder shall be performed on HLB property and drainage utility easements, which may include street and utility rights-of-way, alleys, esplanades, parkways, and other HLB properties.
- 6.4 The Contractor shall provide HLB with their General Foreman's, or other appropriate Single Point of Contact (SPOC), name and cell-phone number.
- 6.5 The Contractor shall inform HLB of any work of any kind prior to commencement if there is a reasonable possibility of limbs or debris damaging vehicles, private property, or pedestrians or if the worker's safety is put at risk. The Contractor shall be held liable for all damage to vehicles, private property, and pedestrians caused by falling debris during the execution of a work order. The Contractor shall maintain Insurance Liability coverage according to the guidelines as follows:

Coverage Limit of Liability Worker's Compensation Statutory Limits for Worker's Compensation Employer's Liability Bodily Injury by Accident \$1,000,000 (each accident) Bodily Injury by Disease \$1,000,000 (policy limit) Bodily Injury by Disease \$1,000,000 (each employee) Commercial General Liability Including Contractor's Protective Liability, Broad Form Property Operations, Damage, Contractual Liability, Bodily Injury, Personal Injury and Products and Completed Operations (for a period of one year following completion of the Work under this Contract) Combined single limit of \$1,000,000 each occurrence, subject to general aggregate \$2,000,000; Products and Completed \$1,000,000 aggregate Owners and Contractors Protective Liability \$1,000,000 combined single limit each Occurrence/Aggregate Automobile Liability Insurance (for vehicles Contractor uses in performing under this Contract, including Employer's Nonowner and Hired Auto Coverage) \$1,000,000 combined single limit Excess Coverage \$1,000,000 each occurrence/combined aggregate in excess of the limits specified for Employer's Liability, Commercial General Liability, and Automobile Liability Please note that insurance requirements for project specific amounts may vary or change. The respondent is also required to submit evidence of bonding capacity or ability to obtain same.

- 6.6 All damage to vehicles and property of any kind, and injuries to pedestrians, shall be reported to HLB within four (4) hours of occurrence.
- 6.7 If a tree which is to be removed overhangs onto private property not owned by HLB, the Contractor shall notify the owner of the property in writing at least three (3) days prior to the tree's removal. The written notifications shall include a statement that there should be no activity under and immediately around the tree until it is removed, and cleanup has been completed, why the tree must be removed, the anticipated removal date(s) and time, and any other pertinent information as to the removal activity. The Contractor shall try to notify the property owner at least three (3) documented times over a three (3) day period (once per day). If the property owner cannot be notified, the Contractor must notify HLB of the



failed notification attempts. HLB will then proceed with notifying the owner of the private property. After notifying the owner, HLB will re-issue the work order and the Contractor shall confirm receipt of the re-issued work order within 24 hours of notification being sent. Confirmation may be via email, fax, or telephone. The Contractor then has five (5) working days to begin services as described in the work order.

- 6.8 The Contractor shall obtain all necessary permits, furnish and install all construction signs, pavement markings, barricades, and all other safety controls for each work order. HLB may determine that work orders resulting from an emergency, as defined by HLB, may be performed without permits. Under no circumstances shall the Contractor assume permits are not required.

7.0 **TREE REMOVAL SPECIFICATIONS**

- 7.1 Specific addresses/locations will be given to the Contractor of trees marked for removal.
- 7.2 In locations where ordinary felling operations might cause damage to property, the trees shall be suitably dismembered and felled using recognized forestry rigging practices as stated in the most current revision of ANSI (encompassing OSHA work-site safety regulation), ensuring that any severed portion of the tree is always under control.
- 7.3 Under no circumstances shall the Contractor perform work near high-voltage transmission or distribution lines. If the Contractor is performing work within 15 feet of high-voltage transmission or distribution lines, all work shall cease, and the Contractor must notify HLB immediately. The Contractor shall not resume work without written authorization from HLB. After all limbs have been removed which might contact high-voltage utility lines or cause damage to other trees or property, trees shall be felled directly away from power or communications lines, structures, vehicular or pedestrian rights-of-way, or horticultural plantings. If a tree is outside the 15-foot zone and must be felled toward a power or telephone line, it shall be topped low enough to clear all conductors, poles, guys, and similar installations.
- 7.4 If there is danger that the trees being felled could fall in the wrong direction or damage property, guide ropes shall be used. All limbs shall be removed from trees to a height and width sufficient to allow the tree to fall clear of any wires and other objects in the vicinity. The Contractor shall use recognized forestry rigging practices as stated in the most current revision of ANSI (encompassing OSHA work-site safety regulation).
- 7.5 Due to the danger of trees falling in an unexpected direction, even though the cut is made on the proper side, the Contractor shall take precaution in roping trees, most especially those which are diseased, rotten, or rotting, split, or in appearance to be visibly weak. The Contractor shall use recognized forestry rigging practices as stated in the most current revision of ANSI (encompassing OSHA work-site safety regulation).
- 7.6 Under no circumstances shall pike poles be used in the performance of work under this Contract.
- 7.7 Ropes shall be used to lower all limbs of sufficient size to cause damage to other trees or surrounding public or private property.

- 7.8 Under no circumstances shall a partially cut tree or debris be left standing during rest breaks, lunch breaks, or overnight. All debris created must be removed from the jobsite daily. If the Contractor must leave debris overnight, the Contractor shall contact HLB for authorization. Under no circumstances shall the Contractor leave debris overnight without prior approval of HLB.

8.0 **TRIMMING SPECIFICATIONS**

- 8.1 Trim all trees so the natural form and shape of the tree is maintained.
- 8.2 Trim all dead, dying, diseased, decayed, or decaying, and obviously weak branches and stubs which are two inches (2") in diameter or greater.
- 8.3 Trim to reduce or eliminate crossing, and/or rubbing branches greater than two inches (2") in diameter.
- 8.4 All lower and hanging branches shall be pruned to provide at least 14 feet clearance over the street.
- 8.5 Trim all lower branches to obtain a minimum six-foot (6') clearance from a structure.
- 8.6 Trim all branches that may interfere with illumination of a streetlight so that the light may specifically shine onto the street.
- 8.7 No person working in trees shall use shoes with spikes, spurs, or climbing irons, or any other footwear which will injure the tree.
- 8.8 Tie off all branches where damage could be caused by gouging of a sodded area and/or damage to public walks and other private property.

8.9 Tree limbs shall be removed and controlled in such a manner as to cause no damage or injury to people, animals, property, other parts of the tree, or other plants

8.10 Prune dead fronds from palm trees.

9.0 **STUMP - GRINDING SPECIFICATIONS**

9.1 Stump-grinding shall be on an as-needed basis and only as directed by HLB. The Contractor shall not grind any stump without prior written approval from HLB.

9.2 The Contractor shall use stump-grinding machinery which has a cutter-head designed to grind stumps approximately six (6) inches below ground level.

9.3 The cutter-head shall have solid fixed-teeth, equipped with carbide insert cutters. Swinging teeth will not be acceptable. The machine must have a guard to protect flying debris and cannot be used within five (5) feet of pedestrians, vehicles, road traffic, and/or property.

9.4 All loose material, including chips and/or soil, or any mixture created by the grinding process, shall be removed by the Contractor before leaving the work site at the end of each workday.

9.5 Upon completion of stump-grinding activities, the terrain is to be left in a condition which allows lawn mowers to pass over and safely cut over the area(s).

9.6 The Contractor shall be responsible for locating all underground utilities, which can include, but are not limited to, electrical, water, gas, cable, irrigation, etc. In the event a utility is interrupted, HLB must be contacted verbally no later than two (2) hours of incident and followed up in writing no more than 24 hours.

9.7 The Contractor shall also grind and remove roots up to one (1) inch away from pavement within the right-of-way or drainage utility easements.

9.8 The Contractor shall be responsible for the repair of any damage(s), which occur during the stump-grinding operation, to structure(s) of the



sidewalk, curb, underground utilities, and turf or surrounding vegetation at its own cost.

- 9.9 The Contractor shall be responsible for the prompt repair of any damage(s) caused to the structure(s) sidewalk, curb, underground utilities, and turf or surrounding vegetation that occur during the stump-grinding operation, and at Contractor's cost.

10.0 **EMERGENCY OPERATIONS**

- 10.1 Although normal work hours will be Monday – Friday, 6:30 AM – 5:00 PM, the Contractor shall have available sufficient skilled personnel and equipment to perform all work activities covered under this contract, 24/7, and in all types of weather.
- 10.2 In the event of an emergency, the Contractor shall respond within 4 hours of being notified by HLB. HLB will indicate that the work to be performed is an emergency and the Contractor shall not begin the work until notified by the HLB. Communication with the Contractor shall be verbal, telephone, fax, or email.
- 10.3 Should an emergency occur within the contract's duration, the Contractor may be contacted by HLB to help with emergency clearing of trees, limbs, and root balls.
- 10.4 HLB will notify the Contractor of the location of road(s), sections of road(s), or outlying areas for clearing. The Contractor will be responsible for clearing all locations as notified by HLB.

11.0 **SITE CLEAN UP**

- 11.1 At the end of each workday, the Contractor shall be responsible for cleaning the site and all grounds that it has occupied, of all rubbish, debris, downed tree limbs, and branches. All parts of the work shall be left in a neat, orderly, and presentable condition. The Contractor will remove all rubbish and debris generated by the Contractor's work under this contract. No debris will be allowed to remain in or on any roadways at any time.

12.0 **PAYMENT AND COMPENSATION**

To receive payment, the contractor must submit monthly invoices showing the corresponding services performed. The Contractor shall accept payment by credit card, Automated Clearing House (ACH), Electronic Funds Transfer (EFT), or bank draft for all services provided under the Contract.



ADDITIONS AND DELETIONS

HLB may at any time during the term of this Contract, amend the Contract to add or delete like services. Any such written notice shall take effect on the date stated in the notice from the HLB. Equipment, locations, and/or services added, will be subject to the Contractor's services and charges or rates. If the additional service is not identical to any item already under Contract, the charges therefore will then be the Contractor's charges or rates for the equipment, locations, and/or services.

13.0 ESTIMATED QUANTITIES NOT GUARANTEED

The estimated quantities specified herein are not a guarantee of actual quantities, as the HLB does not guarantee any quantity of tree trimming or removal services during the term of this Contract. The quantities may vary depending on the organization's actual needs. The quantities specified herein are good faith estimates of usage during the term of this Contract. HLB shall not be liable for any contractual agreements/obligations the Contractor enters into based on the quantities specified herein.

14.0 **EVALUATION CRITERIA**

The Contractor will be selected by HLB based on the Evaluation factors outlined below.

14.1 Evaluation Factors (100 points)

Cost for specified items Safety Standards 40 points

- Detailed breakdown of costs for services such as tree removal, trimming, stump grinding, cleanup, and disposal.
- Inclusion of any additional fees (e.g., emergency services, traffic control, permits).
- Evidence of safety training for workers (e.g., OSHA certifications, industry-recognized certifications such as ISA Certified Arborist).
- Implementation of a safety plan for each project, especially in high-risk or densely populated areas.

Timeline & Scheduling, Relevant experience & Equipment 30 points

- Ability to meet the HLB's preferred schedule without compromising quality.
- Strategies for minimizing disruption to the community during work.
- Proven record of accomplishment with projects of similar scale and complexity.
- Availability of specialized equipment (e.g., grinders, chippers, bucket trucks) to handle large or hazardous trees.

References & Community Involvement, Environmental Considerations, Communication and Customer Service 30 points

- Positive feedback from past clients, including municipalities, HOAs, or private entities.
- Demonstrated involvement in local community initiatives or sustainability efforts.
- Responsiveness to inquiries and ability to provide clear, written estimates.
- Willingness to address specific HLB's needs or customize services.
- Compliance with local environmental regulations.
- Sustainable practices, such as recycling wood waste or replanting trees, where appropriate.



REQUEST FOR BOARD ACTION

Meeting Date: September 11, 2025

Agenda Item VI d: Consideration and Possible Action to Authorize the Houston Land Bank to approve the HLB Builder, Houston Habitat For Humanity New Floor Plan Design and Sale Price Increase Request for 1220 Grove & 1224 Grove (formally 3306 Market St)

ACTION SUMMARY

Approval of this item will authorize staff to amend existing contracts to reflect the recommended sales prices increase and floor plan change for Habitat For Humanity. The request has been reviewed, analyzed, and recommended by HLB Staff and READ Committee.

BACKGROUND/OVERVIEW

3306 Market St was sold to Houston Habitat for Humanity on 10/26/2020 for \$1, with a maximum home sales price of \$179,216.

Houston Habitat is presenting a modular home floorplan for consideration as part of its effort to address rising construction costs and limited housing affordability. Although modular homes cost more upfront (\$269,000 vs. \$188,000 for traditional builds), they offer long-term savings through energy efficiency, durable materials, and lower maintenance and utility costs. The homes are also Zero Energy Ready and adaptable for future upgrades. Additionally, modular construction shortens the build timeline from six months to about 60 days, enabling Habitat to provide affordable, resilient homes more quickly while reducing future repair and maintenance expenses.

Original Design

HCAD	Property Address	Bed/Bath	Total Sq Ft	Construction Costs	Proposed Sales Price
0351900000009	3306 Market St, Houston, Tx 77020	3/2/1 Car Garage	1,623	\$147,293	\$179,216

New Design for Consideration

HCAD	Property Address	Bed/Bath	Total Sq Ft	Construction Costs	Proposed Sales Price
0351900000009	1220 Grove St, Houston, Tx 77020	3/2/2 Car Carport	1,718	\$230,160	\$275,611
0351900000016	1224 Grove St, Houston, Tx 77020	3/2/2 Car Carport	1,718	\$230,160	\$275,611

P.O. Box 2549, Houston, Texas 77252
281.655.4600

houstonlandbank.org



MEMORANDUM

June 3, 2025

To: Donesha Albrow, Program Manager Houston Land Bank

From: Anton Edwards, Houston Habitat for Humanity, Land Acquisition & Development Manager on behalf of Allison Hay, Chief Executive Officer

Cc: Janel Young, Kevin Vargas

Re: *Request for a Change of Housing Design at 1220 and 1224 Grove St Houston, TX 77020*

Following up on our recent conversations, we want to share a significant step Houston Habitat is taking in response to the growing challenges in today's housing market. After reassessing our proposed design changes, we believe that investing in modular construction is a critical and timely strategy to ensure affordability—both now and in the years ahead.

The rising cost of construction continues to outpace wage growth, creating serious barriers to homeownership for hardworking families. To meet this moment, Houston Habitat is embarking on a multi-year exploration of innovative construction techniques designed to lower long-term costs and expand access to quality housing. Central to this effort is our commitment to continuous improvement of our building practices to better serve the families who rely on us.

Modular construction represents a forward-thinking solution with clear long-term benefits. Our first modular homes are designed to be *Zero Energy Ready*, meaning they are built to be highly energy-efficient and prepared to integrate renewable energy sources. These homes reduce utility costs, require less maintenance, and are adaptable for future upgrades like EV charging, battery storage, and more—features that also make residents eligible for tax credits and other financial incentives.

While the upfront cost of the modular home is approximately \$269,000—compared to \$188,000 for a traditional build—this investment reflects our commitment to long-term affordability, sustainability, and resilience. The modular home includes advanced energy-efficient systems, is constructed with more durable and low-maintenance materials, and is designed to be Zero Energy Ready. These features significantly reduce utility costs, ongoing maintenance expenses, and future retrofit needs for both the homeowner and Houston Habitat. In effect, this higher initial investment helps lower the total cost of ownership over the life of the home while also increasing its value, performance, and adaptability for future energy and technology upgrades. This approach aligns with our goal of building homes that are not just affordable at move-in but remain affordable—and sustainable—for decades to come.

Houston Habitat and the families we serve will benefit significantly from the speed and scalability of modular construction. The timeline from permitting to occupancy can be reduced from approximately six months to just 60 days, allowing us to deliver homes more quickly to those in need. Additionally, as we scale up production, the cost per unit will continue to



decrease due to economies of scale. A useful comparison is the flat-screen TV revolution of the early 2000s—initially expensive and limited in reach, but as adoption grew, prices dropped dramatically, making the technology accessible to all. Our vision is to replicate that model in the modular housing space—driving innovation, increasing production, and ultimately achieving long-term affordability at scale.

For Houston Habitat, this means reduced repair and maintenance costs and more durable, resilient homes. For our partner families, it means lower monthly expenses, enhanced sustainability, and the opportunity to grow their equity in a more future-proof home.

As mission-aligned partners, your support helps us take bold, evidence-based steps like this. Proving the viability of new technology and design models requires not just resources but vision—and together, we have the opportunity to demonstrate what's possible in affordable housing.

This initiative is rooted in our belief that everyone deserves a safe, stable, and affordable home. By investing in innovation today, we're laying the foundation for a more equitable housing future for all Houstonians.

Thank you for standing with us in this important work.

Contact Information:

ANTON EDWARDS

Manager, Land Acquisition & Development

aedwards@houstonhabitat.org

KEVIN VARGAS

Director of Construction and Land Acquisition

kvargas@houstonhabitat.org

JANEL A. YOUNG

Chief Operating Officer

jyoung@houstonhabitat.org

ALLISON HAY

Chief Executive Officer

ahay@houstonhabitat.org



Houston Land Bank Builder and Program Committee Request Form

1. Builder Name Houston Habitat for Humanity Inc.
2. Builder Address 3750 N McCarty St Houston, TX 77029
3. Contract Number & Date _____
4. Property Description (Address & HCAD) LT 9 BLK 15 SYDNOR (1220 Grove St);
LT 10 BLK 15 SYDNOR (1224 Grove St)
5. Type of Request Change in Building Design
6. Reason for Request Houston Habitat pursues innovation at every opportunity. The area where
the lots are located, while not in the floodplain, can be subject to adverse weather and a modular
design provides superior resistance in many ways to a traditional home. Other benefits include
a more stable foundation due to helical piers, Less disruptive, more cost effective construction,
and ultimately lower homeownership costs for our clients. The additional elevation these homes
provide should mean reduced insurance costs and less overall risk.
7. Projected Timeline Construction Start 6/1/25 to Completion on 7/31/2025
8. Permit or Project Number To Be Determined
9. Qualified Homebuyer Certification Owner Name To Be Determined

Please check the boxes below that apply.

Document Types	Previous Enclosed	Proposed Enclosed
Plans and Specs	Type text here	XXX
Bid Cost Pro Forma/Pricing	XXX	XXX
Miscellaneous - _____		

In addition to this form, please email to info@houstonlandbank.org your **PREVIOUS AND PROPOSED** documents listed above 3 days before the next scheduled meeting so that your request can be considered for review.

P.O. Box 131106, Houston, Texas 77219
281.655.4600

houstonlandbank.org



Committee Members in Attendance on ____, ____ 20__	Vote

BUILDER: _____

HOUSTON LAND BANK

By: _____

By: _____

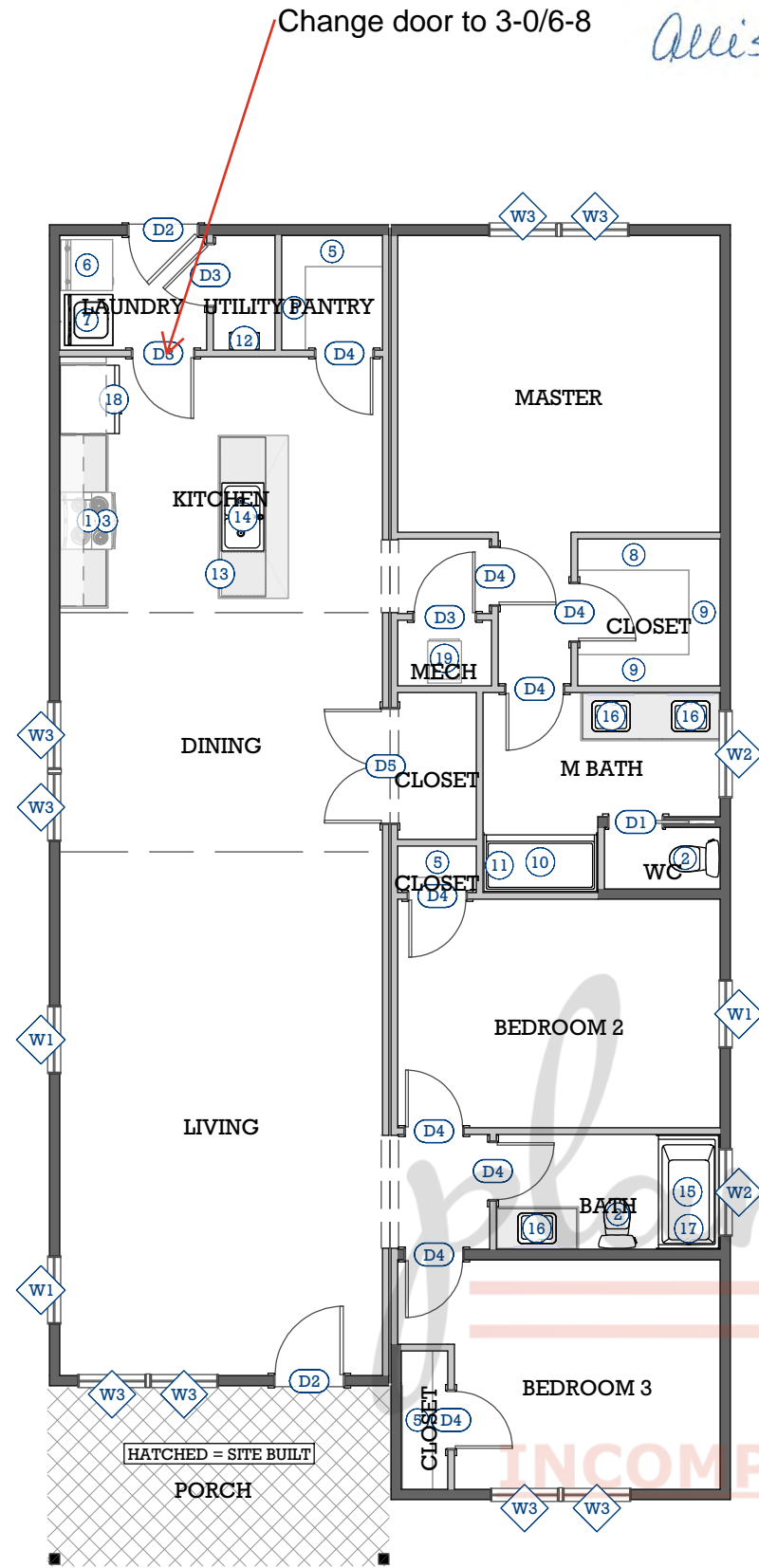
Name: _____

Christa Stoneham, CEO and President

Title: _____

Exhibit B

New Design



WALL SCHEDULE	
2D SYMBOL	WALL TYPE(S)
	4" WALL
	6" WALL
	12" WALL

FLOOR PLAN KEYED NOTES	
①	MICROWAVE
②	TOILETS 15" CLEAR TO CENTER MIN
③	ELECTRIC RANGE W/STOVE
④	5/6 SHELVES OR SHELF W/ROD PER CONTRACTOR
⑤	CLOTHES DRYER - VENT TO ROOF
⑥	CLOTHES WASHER
⑦	5/6 SHELVES
⑧	SHELF W/ROD PER CONTRACTOR
⑨	PRE-FAB SHOWER PAN W/TILE TO 6"
⑩	SHOWER HEAD
⑪	GAS TANKLESS W/H
⑫	D/W
⑬	KITCHEN SINK W/DISPOSAL
⑭	FIBERGLASS COMBO W/ROD
⑮	SINK 15" CLR TO CTR MIN.
⑯	TUB/SHOWER FAUCETS
⑰	36" FRIDGE & FREEZER W/ICE LINE
⑱	INTERIOR AIR HANDLER

LIGHT & VENTILATION (SQFT)

KITCHEN/DINING/LIVING					
LABEL	QTY	GLAZING REQ	GLAZING	VENT REQ	VENT PROV
3068	1				20
3050SH	6		73.3		6.1
	1	11.8		3	
	1	12.6		3.2	
	1	25.8		6.5	
TOTALS:	10	50.2	73.3	12.7	56.8

MASTER					
LABEL	QTY	GLAZING REQ	GLAZING	VENT REQ	VENT PROV
3050SH	2		24.4		6.1
	1	16.3		4.1	
TOTALS:	3	16.3	24.4	4.1	12.3

BEDROOM 2					
LABEL	QTY	GLAZING REQ	GLAZING	VENT REQ	VENT PROV
3050SH	1		12.2		6.1
	1	11.2		2.8	
TOTALS:	2	11.2	12.2	2.8	6.1

BEDROOM 3					
LABEL	QTY	GLAZING REQ	GLAZING	VENT REQ	VENT PROV
3050SH	2		24.4		6.1
	1	10		2.5	
TOTALS:	3	10	24.4	2.5	12.3

R# REVISIONS



GREENVILLE 2
1600.3-2.8

LABELED FLOOR
PLAN & SCHEDULES

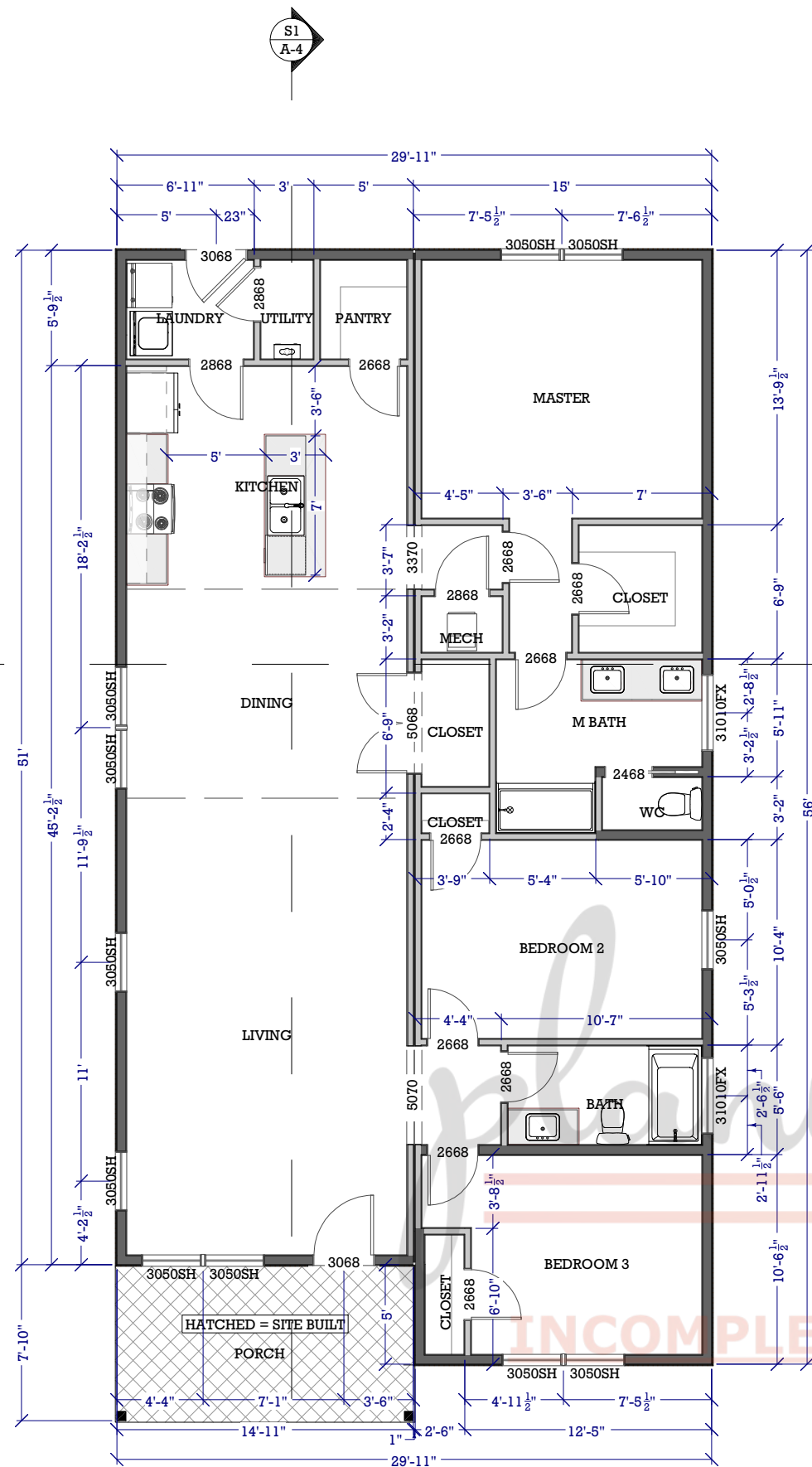
DATE: 9/5/2024

SCALE:

1/8" = 1'-0"

SHEET:

A-1



WALL SCHEDULE	
2D SYMBOL	WALL TYPE(S)
	4" WALL
	6" WALL
	12" WALL

SOFT	
LIVABLE	1600.3 FT²
PATIO	117.5 FT²
TOTALS:	1717.8 FT²

LIVABLE SOFT	
LIVABLE	1600.3 FT²
TOTALS:	1600.3 FT²

NON-LIVABLE SOFT	
PATIO	117.5 FT²
TOTALS:	117.5 FT²

R# REVISIONS



GREENVILLE 2
1600.3-2.8

DIMENSIONED
FLOOR PLAN

DATE: 9/5/2024

SCALE:






1/8" = 1'-0"




SHEET:

A-2

8' CEILINGS

SITE BUILT STAIRS DESIGN BY BUILDER PER LOCAL REQUIREMENTS
OR
7 3/4" RISER MAX & 10" TREAD DEPTH MINIMUM PER IRC

DOOR SCHEDULE								
DISPLAY	CALL OUT	LABEL	QTY	TYPE	TEMP	20 MIN. FIRE RTD	R/O	COMMENTS
	D1	2468	1	POCKET			57 3/4"X82"	
	D2	3068	2	HINGED			38 1/2"X82"	
	D3	2868	3	HINGED			34 1/2"X82"	
	D4	2668	9	HINGED			32 1/2"X82"	
	D5	5068	1	DOUBLE HINGED			62 1/2"X82"	

WINDOW SCHEDULE										
DISPLAY	CALL OUT	LABEL	QTY	SIZE	TEMP	EGR ESS	U-FCTR	SHGC	R/O	COMMENTS
	W1	3050SH	3	36"X60"		YES	0.29	0.21	37"X61"	
	W2	31010FX	2	46.25"X12"			0.27	0.23	47.25"X13"	
	W3	3050SH	8			YES	0.29	0.21	37"X61"	

R# REVISIONS



planned

&

BILTWISE
STRUCTURES



GREENVILLE 2
1600.3-2.8

DOOR & WINDOW
SCHEDULES

DATE: 9/5/2024

SCALE:

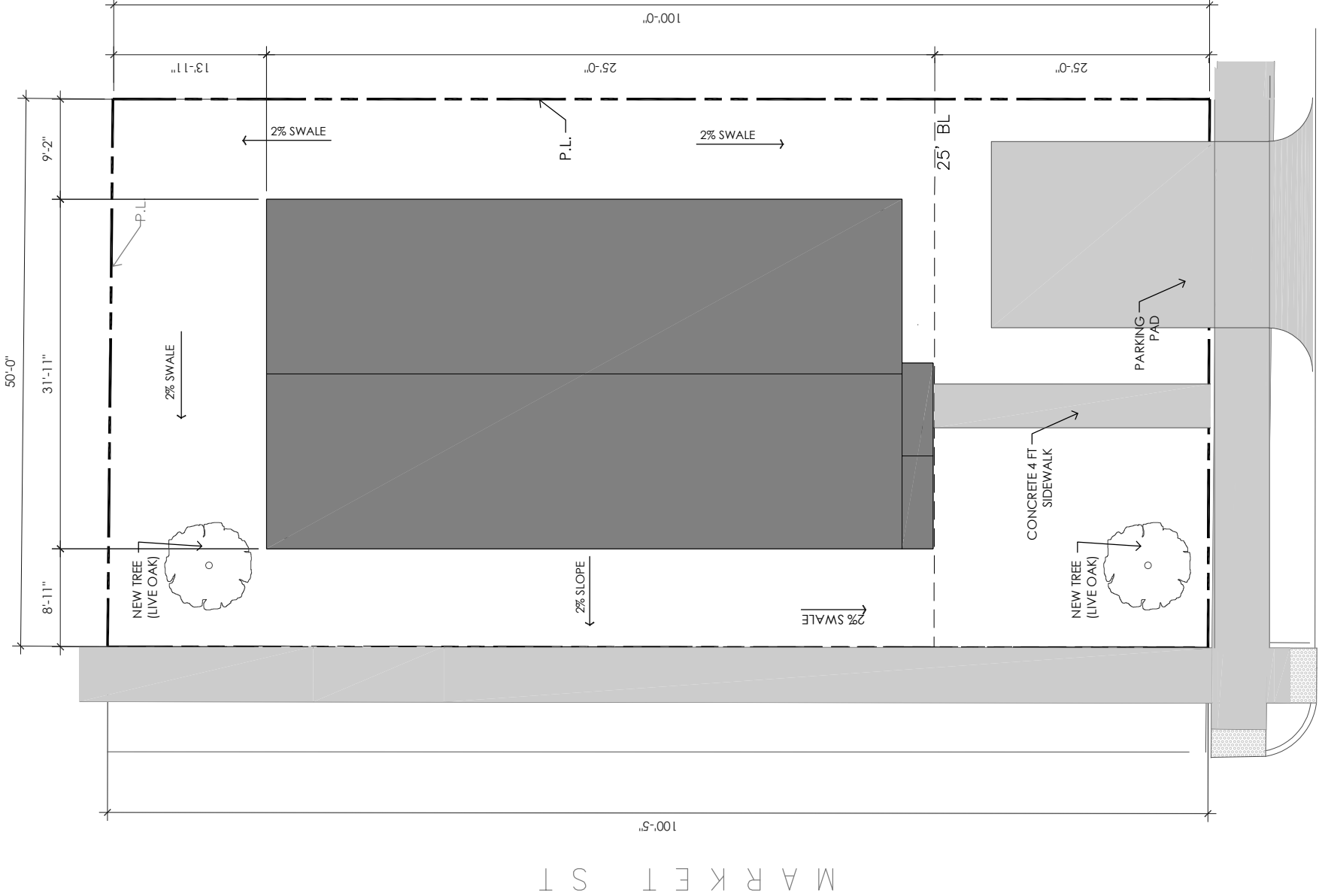
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A-3



INCOMPLETE - NOT TO BE SUBMITTED



LOT: 10 SYMBOL
BLOCK: 15 LIVE OAK 2" CALIPER
SUBDIVISION: SYDNOR
ADDRESS: 1224 GROVE ST.
PLAN: GREENVILLE 2





Houston
Habitat
for Humanity®

3750 N. McCarty
Houston, Texas
77029
Tel:713-671-9993

www.houstonhabitat.org

SITE PLAN

ADDRESS:
1224 Grove St.
Houston, TX 77020

LEGAL DESCRIPTION:

PLAN TYPE:

GREENVILLE 2
3 BR/2B

REV. DATE.	
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PLANS BY: HHFH	
REVIEWED BY: HHFH	
INITIAL DATE: 03/2024	

SHEET:

AS.1

SHT

OF



3750 N. McCarty
Houston, Texas
77029
Tel:713-671-9993

www.houstonhabitat.org

EXTERIOR ELEVATIONS

1224 Grove St.
Houston, TX 77020

PLAN TYPE:

GREENVILLE 2
3 BR/2B

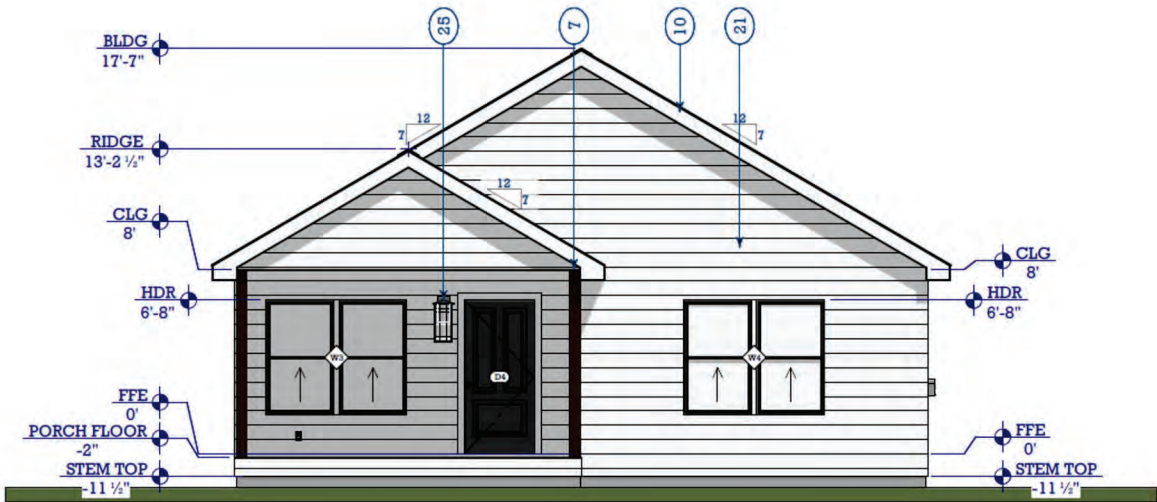
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PLANS BY: HHFH
REVIEWED BY: HHFH
INITIAL DATE: 3/13/2025

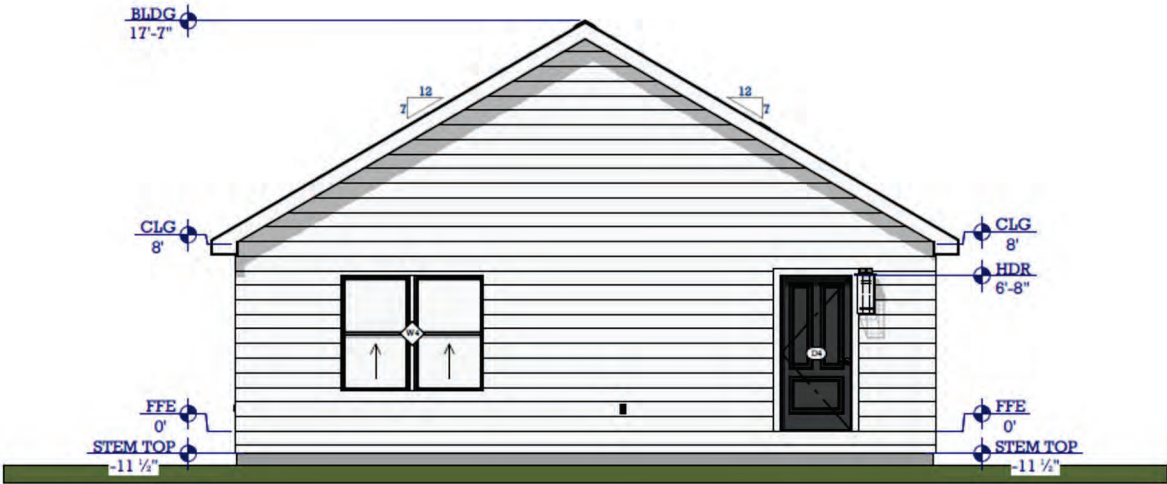
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1 FRONT ELEVATION
SCALE: 1/8" = 1'-0"

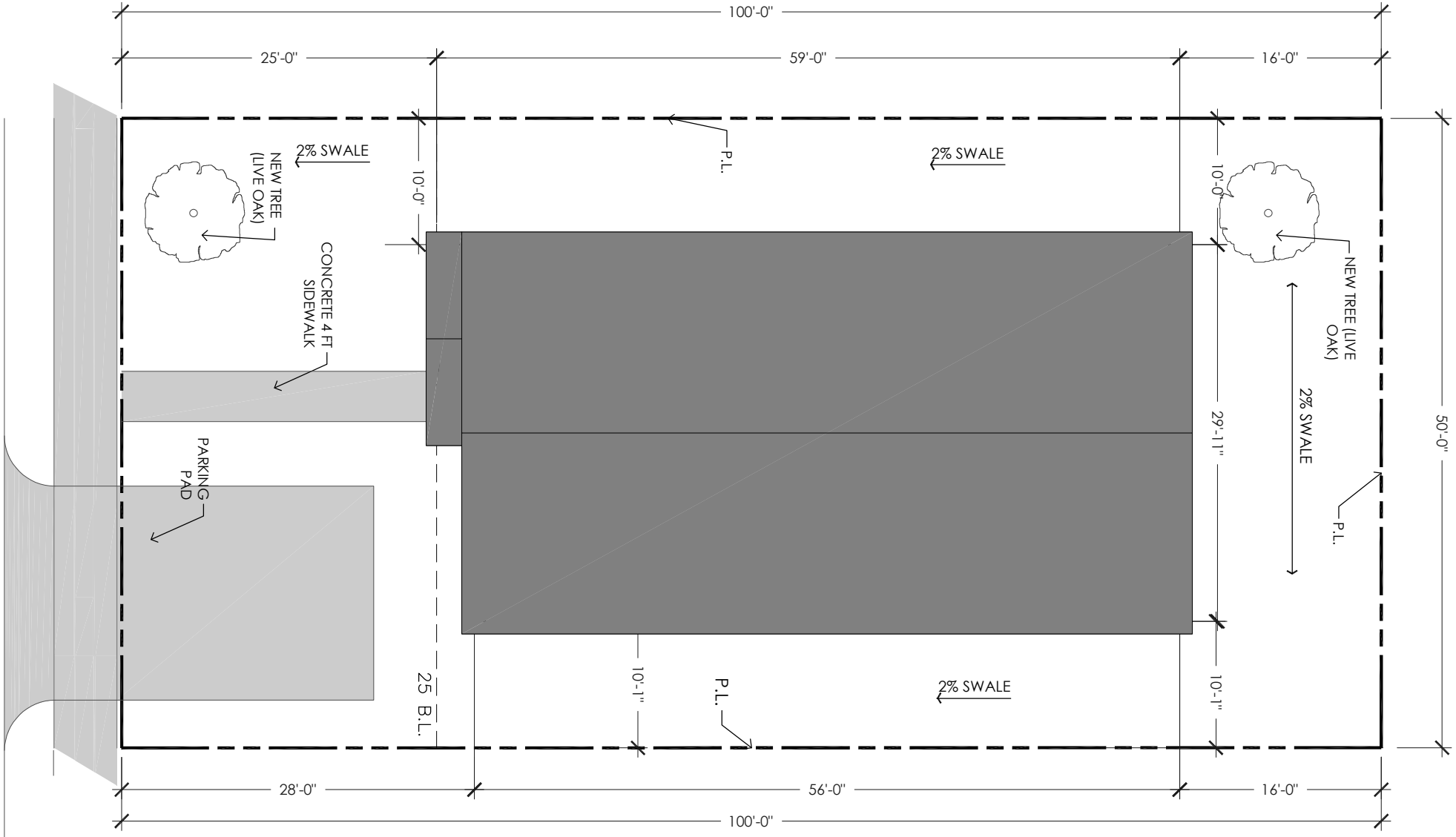


2 REAR ELEVATION
SCALE: 1/8" = 1'-0"



3 LEFT SIDE ELEVATION
SCALE: 1/8" = 1'-0"

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LOT: 9 SYMBOL

BLOCK: 15

SUBDIVISION: SYDNOR

ADDRESS: 1220 GROVE ST.

PLAN: GREENVILLE 2

1 SITE PLAN 2

REV. DATE					
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PLANS BY: HHFH					
REVIEWED BY: HHFH					
INITIAL DATE: 3/13/2025					
SHEET: AS.1					
SHT OF					

SITE PLAN

PLAN TYPE:

ADDRESS:
1220 Grove St.
Houston, TX 77020

LEGAL DESCRIPTION:

GREENVILLE 2
3 BR/2B

3750 N. McCarty
Houston, Texas
77029
Tel: 713-671-9993

www.houstonhabitat.org



3750 N. McCarty
Houston, Texas
77029
Tel: 713-671-9993

www.houstonhabitat.org

EXTERIOR ELEVATIONS

1220 Grove St.
Houston, TX 77020

PLAN TYPE:

GREENVILLE 2
3 BR/2B

REV. DATE.	
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PLANS BY: HHFH	
REVIEWED BY: HHFH	
INITIAL DATE: 3/13/2025	

SHEET:	
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SHT	OF



1 FRONT ELEVATION
SCALE: 1/8" = 1'-0"



2 REAR ELEVATION
SCALE: 1/8" = 1'-0"



3 LEFT SIDE ELEVATION
SCALE: 1/8" = 1'-0"

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DEVELOPMENT COST PRO-FORMA-TEMPLATE

1. Summarize your cost breakdowns using the following spreadsheet.
2. Type Only in the **blue** boxes below.
3. Return your completed excel files with your RFQ Submission

Revised: 05/01/2022

This form is being used to evaluate your projected construction costs.

	NOTE: PLEASE ONLY FILL IN NUMBERS IN BLUE BOXES	Please Provide additional detail/assumptions here
Name of Builder:	Houston Habitat For Humanity	
Offer Submission Date:		
Plan number/name (Please attach plan if applicable)	Greenville 2 1600.3-2.8	
Property HCAD Number	HCAD 0351900000009	
Square Footage of Conditioned Space (Living Area)	1,600	sq. ft
Total Square Footage of Plan (include garage, patio, etc.)	1,718	sq. ft
Estimated Days to Complete	60	Days

LAND DEVELOPMENT COSTS	COST	NOTES
Lot Acquisition Cost	\$ -	
Lot Development Cost/Site Prep (clearing, grading, etc.)	\$ 4,500	
Water/Sewer Impact Fees & Taps	\$ 10,000	
Soft Costs (survey, environmental, design/permitting)	\$ 3,500	
	\$ 18,000	total
Subtotal - Land Development Costs	\$ 11.25	per sq. ft.

BUILDER HARD COSTS	COST	NOTES
Foundation/Flatwork	\$ 22,000	
Framing	\$ 177,000	
MEP	\$ -	
House Envelope/Dry In	\$ -	
Finishes (include drywall, paint, trim, cabinet, appliances)	\$ -	
Landscaping	\$ -	
	\$ 199,000	total
Sub Total - Builder Hard Costs	\$ 124.38	per sq. ft.

BUILDER SOFT COSTS	COST	NOTES
Insurance/Builder's Risk	\$ -	
Builder Financing Costs	\$ -	
Purchaser Closing Fees	\$ 2,200	
Overhead & Supervision (security/theft)	\$ -	
Property Taxes	\$ -	
Contingency/Carrying Costs (up to 10% of total builder hard costs)	\$ 10,960	
Seller Closing Fees (possible buyer contribution)	\$ -	
Homeowner Warranty	\$ -	
	\$ 13,160	total
Sub Total - Builder Soft Costs	\$ 8.23	per sq. ft.

Base Price	\$ 230,160.00	
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PROFIT/COMMISSION	COST	NOTES
Builder Profit (up to 20% of total builder hard costs)	\$ 29,850	
Realtor Commission (marketing) (up to 6% of base price)	\$ 15,601	
	\$ 45,451	total
Sub Total - Profit/Commission	\$ 28.41	per sq. ft.
	\$ 275,611	total
Final Maximum Sales Price of Home	\$ 172.26	per sq. ft. w/out land acquisition
	\$ 172.26	per sq. ft.

Notes: Factors that might affect cost of home (Please identify anything major that would affect your assumptions above)

DEVELOPMENT COST PRO-FORMA-TEMPLATE

1. Summarize your cost breakdowns using the following spreadsheet.
2. Type Only in the **blue** boxes below.
3. Return your completed excel files with your RFQ Submission

Revised: 05/01/2022

This form is being used to evaluate your projected construction costs.

	NOTE: PLEASE ONLY FILL IN NUMBERS IN BLUE BOXES	Please Provide additional detail/assumptions here
Name of Builder:	Houston Habitat For Humanity	
Offer Submission Date:	March 13, 2025	
Plan number/name (Please attach plan if applicable)	Greenville 2 1600.3-2.8	
Property HCAD Number	HCAD 0351900000016	
Square Footage of Conditioned Space (Living Area)	1,600	sq. ft
Total Square Footage of Plan (include garage, patio, etc.)	1,718	sq. ft
Estimated Days to Complete	60	Days

LAND DEVELOPMENT COSTS	COST	NOTES
Lot Acquisition Cost	\$ -	
Lot Development Cost/Site Prep (clearing, grading, etc.)	\$ 4,500	
Water/Sewer Impact Fees & Taps	\$ 10,000	
Soft Costs (survey, environmental, design/permitting)	\$ 3,500	
	\$ 18,000	total
Subtotal - Land Development Costs	\$ 11.25	per sq. ft.

BUILDER HARD COSTS	COST	NOTES
Foundation/Flatwork	\$ 22,000	
Framing	\$ 177,000	
MEP	\$ -	
House Envelope/Dry In	\$ -	
Finishes (include drywall, paint, trim, cabinet, appliances)	\$ -	
Landscaping	\$ -	
	\$ 199,000	total
Sub Total - Builder Hard Costs	\$ 124.38	per sq. ft.

BUILDER SOFT COSTS	COST	NOTES
Insurance/Builder's Risk	\$ -	
Builder Financing Costs	\$ -	
Purchaser Closing Fees	\$ 2,200	
Overhead & Supervision (security/theft)	\$ -	
Property Taxes	\$ -	
Contingency/Carrying Costs (up to 10% of total builder hard costs)	\$ 10,960	
Seller Closing Fees (possible buyer contribution)	\$ -	
Homeowner Warranty	\$ -	
	\$ 13,160	total
Sub Total - Builder Soft Costs	\$ 8.23	per sq. ft.

Base Price	\$ 230,160.00	
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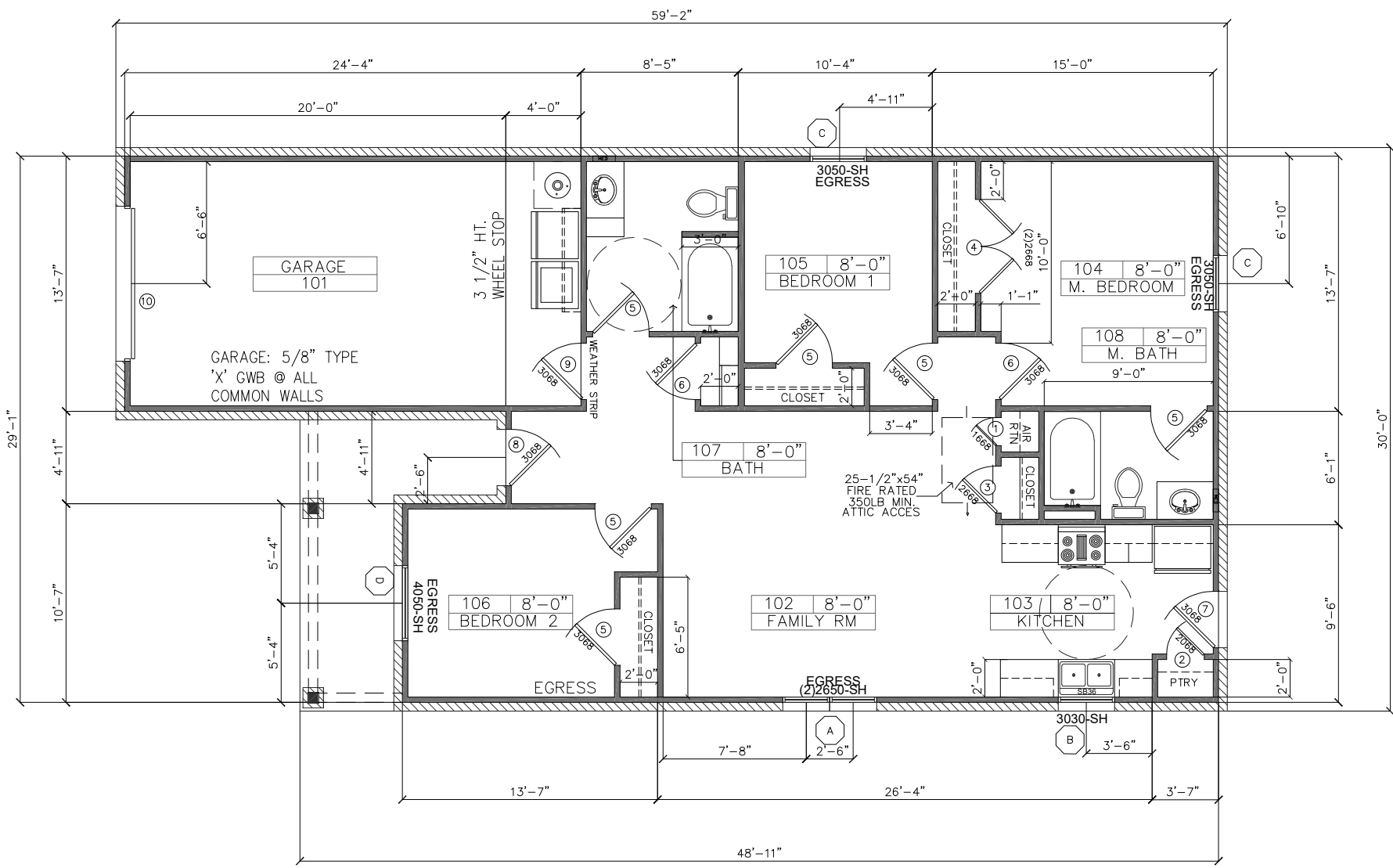
PROFIT/COMMISSION	COST	NOTES
Builder Profit (up to 20% of total builder hard costs)	\$ 29,850	
Realtor Commission (marketing) (up to 6% of base price)	\$ 15,601	
	\$ 45,451	total
Sub Total - Profit/Commission	\$ 28.41	per sq. ft.
	\$ 275,611	total
Final Maximum Sales Price of Home	\$ 172.26	per sq. ft. w/out land acquisition
	\$ 172.26	per sq. ft.

Notes: Factors that might affect cost of home (Please identify anything major that would affect your assumptions above)

Exhibit A

Original Design

1 FLOOR PLAN
SCALE: 1/8" = 1'-0"



Houston Habitat
for Humanity, Inc.

3750 N. McCarty
Houston, Texas
77029

713-671-9993

FLOOR PLAN

Houston TX,

PLAN TYPE:

HART - 3
3 BR/2B
LEFT GARAGE

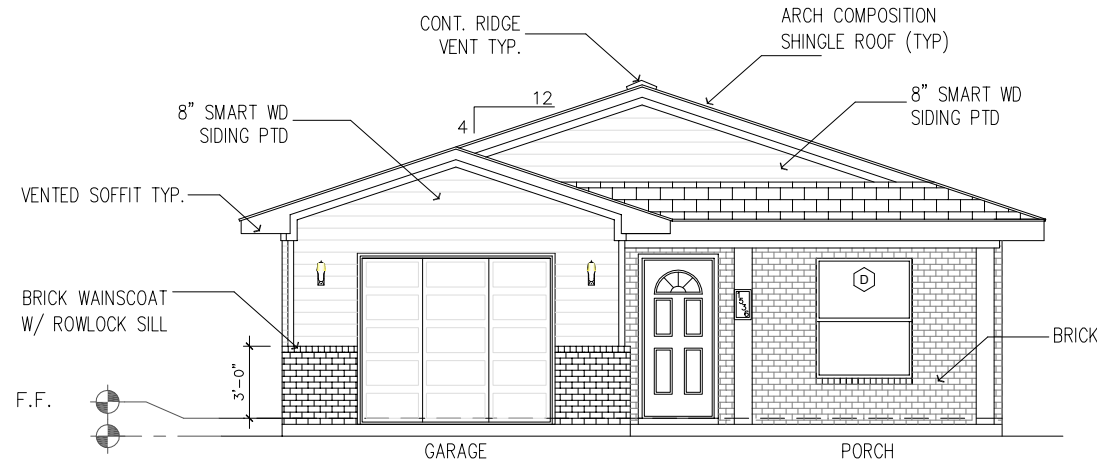
REV. DATE.	
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PROPERTY OF HOUSTON
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WITHOUT THE EXPRESSED
WRITTEN PERMISSION OF
HHFH IS PROHIBITED.

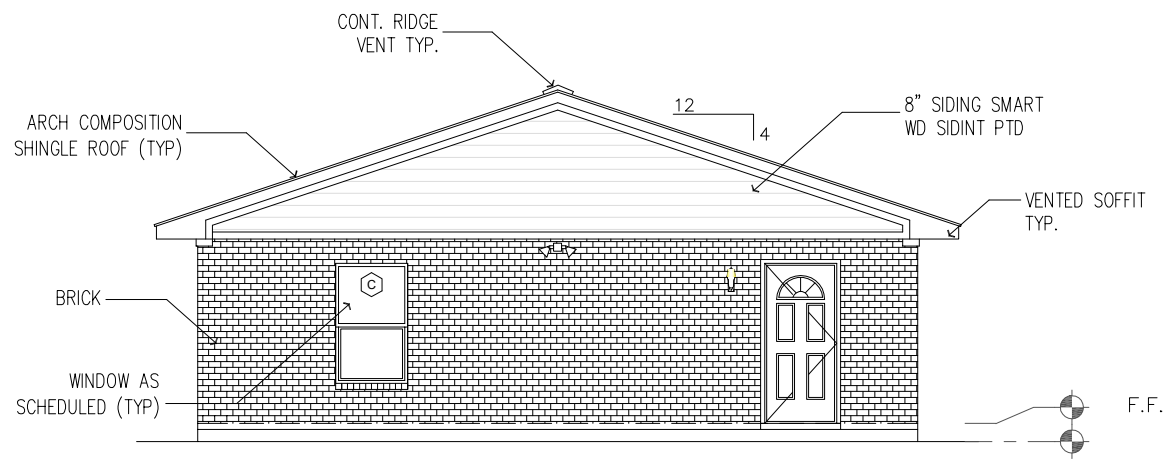
PLANS BY: HHFH
REVIEWED BY: HHFH
INITIAL DATE: 06/2022

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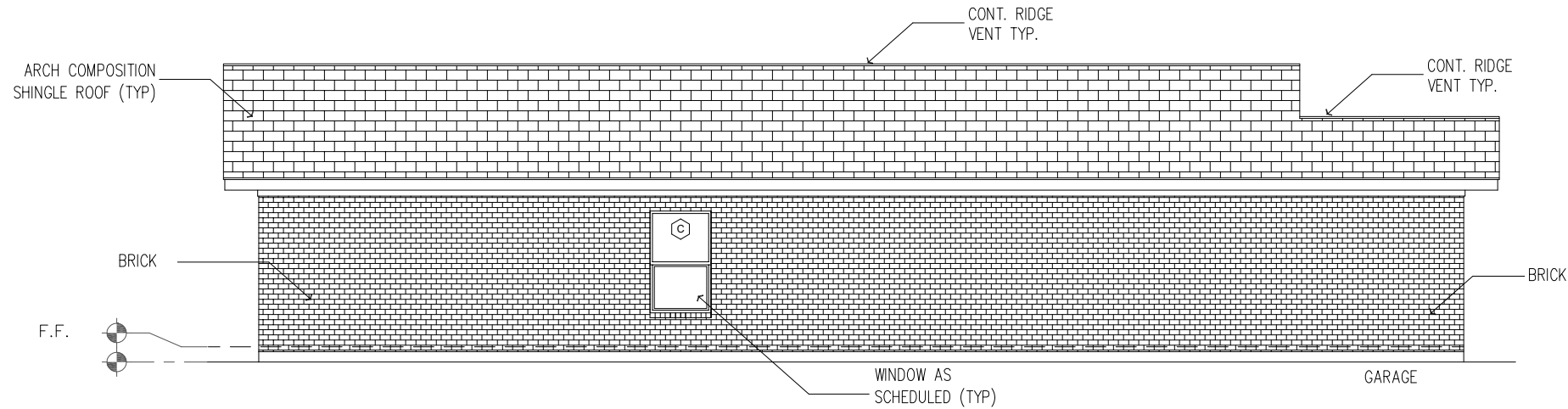
SHT 3 OF 9



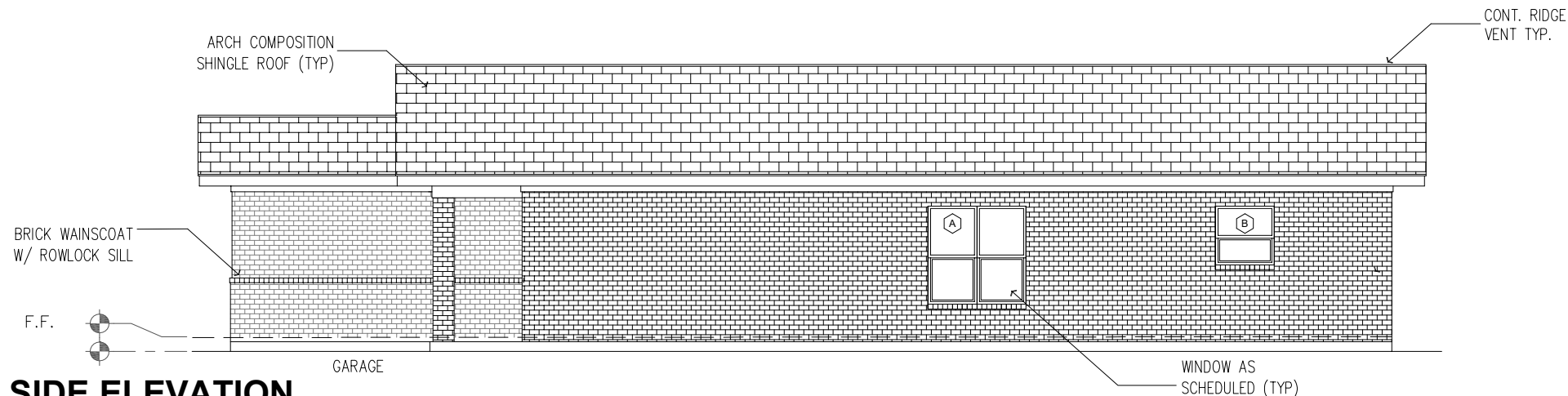
1 FRONT ELEVATION
SCALE: 1/8" = 1'-0"



2 REAR ELEVATION
SCALE: 1/8" = 1'-0"



3 LEFT SIDE ELEVATION
SCALE: 1/8" = 1'-0"



4 RIGHT SIDE ELEVATION
SCALE: 1/8" = 1'-0"



Houston Habitat
for Humanity, Inc.

3750 N. McCarty
Houston, Texas
77029

713-671-9993

EXTERIOR
ELEVATIONS

Houston TX,

PLAN TYPE:

HART - 3
3 BR/2B
LEFT GARAGE

REV. DATE.

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HHFH IS PROHIBITED.

PLANS BY: HHFH
REVIEWED BY: HHFH
INITIAL DATE: 06/2022

A.2

SHT 4 OF 9

Exhibit C

Original Pro Forma

DEVELOPMENT COST PRO-FORMA-TEMPLATE

1. Summarize your cost breakdowns using the following spreadsheet.
2. Type Only in the **blue** boxes below.
3. Return your completed excel files with your RFQ Submission

Revised: 05/01/2022

This form is being used to evaluate your projected construction costs.

	NOTE: PLEASE ONLY FILL IN NUMBERS IN BLUE BOXES	Please Provide additional detail/assumptions here
Name of Builder:	Houston Habitat For Humanity	
Offer Submission Date:	[Date]	
Plan number/name (Please attach plan if applicable)	Hart 3	
Property HCAD Number	XXX-XXX-XXX-XXXX	
Square Footage of Conditioned Space (Living Area)	1,106	sq. ft
Total Square Footage of Plan (include garage, patio, etc.)	1,623	sq. ft
Estimated Days to Complete	180	Days

LAND DEVELOPMENT COSTS	COST	NOTES
Lot Acquisition Cost	\$ -	
Lot Development Cost/Site Prep (clearing, grading, etc.)	\$ 9,200	
Water/Sewer Impact Fees & Taps	\$ 10,000	
Soft Costs (survey, environmental, design/permitting)	\$ 3,500	
	\$ 22,700	total
Subtotal - Land Development Costs	\$ 20.52	per sq. ft.

BUILDER HARD COSTS	COST	NOTES
Foundation/Flatwork	\$ 15,965	
Framing	\$ 20,168	
MEP	\$ 34,510	
House Envelope/Dry In	\$ 8,000	
Finishes (include drywall, paint, trim, cabinet, appliances)	\$ 24,750	
Landscaping	\$ 5,500	
	\$ 108,893	total
Sub Total - Builder Hard Costs	\$ 98.46	per sq. ft.

BUILDER SOFT COSTS	COST	NOTES
Insurance/Builder's Risk	\$ -	
Builder Financing Costs	\$ -	
Purchaser Closing Fees	\$ 2,200	
Overhead & Supervision (security/theft)		
Property Taxes	\$ -	
Contingency/Carrying Costs (up to 10% of total builder hard costs)	\$ 11,000	
Seller Closing Fees (possible buyer contribution)	\$ -	
Homeowner Warranty	\$ 2,500	
	\$ 15,700	total
Sub Total - Builder Soft Costs	\$ 14.20	per sq. ft.

Base Price	\$ 147,293.00	
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PROFIT/COMMISSION	COST	NOTES
Builder Profit (up to 20% of total builder hard costs)	\$ 21,779	
Realtor Commission (marketing) (up to 6% of base price)	\$ 10,144	
	\$ 31,923	total
Sub Total - Profit/Commission	\$ 28.86	per sq. ft.
	\$ 179,216	total
Final Maximum Sales Price of Home	\$ 162.04	per sq. ft. w/out land acquisition
	\$ 162.04	per sq. ft.

Notes: Factors that might affect cost of home (Please identify anything major that would affect your assumptions above)



REQUEST FOR BOARD ACTION

Meeting Date: September 11, 2025

Agenda Item VI e: Consideration and Possible Action to Authorize the Houston Land Bank to Administer the Early Capacity Building Grant Fund in Partnership with Rice Management Company.

Requested Action:

Approve the Houston Land Bank's role as the administrative partner for the Early Capacity Building Grant Fund, a \$1 million, two-year initiative funded by the Rice Management Company (RMC), and authorize the President and CEO to execute all necessary agreements and take required actions to implement and manage the program.

Background: The Rice Management Company has committed \$1 million to support local small businesses, nonprofits, and community-based organizations located in or serving the Third Ward Complete Communities area. The fund is designed to advance community resilience, cultural preservation, economic mobility, and neighborhood-level development.

Houston Land Bank (HLB) has been selected as the lead administrative partner for this program. Under this partnership, HLB will be responsible for managing all aspects of fund implementation, including grantee intake, compliance, financial disbursement, program reporting, and capacity-building support. HLB will also coordinate with a Community Advisory Council to align program design and evaluation with the goals of the Third Ward Complete Communities Action Plan.

The program will disburse approximately \$1,000,000 in grants over two funding cycles (2026 and 2027), with tiered awards up to \$75,000. HLB will retain a 15% administrative allocation to cover staffing, technology, outreach, legal compliance, and reporting. Key outcomes include funding over 50 organizations, supporting job creation and revenue growth, and funding community and cultural initiatives.

Recommendation: Staff recommends approval of HLB's role in the Early Capacity Building Grant Fund as described above and authorization for the President and CEO to negotiate and execute all related contracts, memoranda of understanding, and administrative procedures necessary to carry out the initiative.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “*Agreement*”), dated as of _____, 2025 (the “*Effective Date*”), is made and entered into by and between _____, a Texas limited liability company (“*Owner*”), and **Houston Land Bank**, a Texas local government corporation created pursuant to TEX. TRANSP. CODE ANN. § 431.101 (“*Consultant*”), with reference to the following:

A. Owner desires certain professional services in connection with administering the Early Capacity Building Grant Fund in alignment with the Rice Management Company’s Vision for economic mobility, cultural preservation, and community resilience in the Third Ward (“*Grant*”). .

B. Consultant is qualified and desires to render such professional services to Owner as further described in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the provisions contained herein and the mutual benefits to be derived herefrom, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Consultant and Owner agree as follows

1. Services and Deliverables.

1.1 Scope of Work. Consultant shall provide services to Owner to assist Owner in connection with The Grant . The details of such services are set forth in the Statement of Work attached hereto as **Exhibit A** and incorporated herein.

1.2 Standard of Performance. Consultant represents and warrants that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Agreement, and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices.

1.3 Licenses and Permits; Compliance with Law. Consultant represents and warrants that it has all licenses and permits necessary to conduct its business and perform its obligations under this Agreement, and agrees to comply with all applicable federal, state and local statutes, regulations, codes, ordinances and policies in performing its obligations under this Agreement.

1.4 Independent Contractor Relationship. The parties intend that Consultant’s relationship to Owner in providing services hereunder shall be that of an independent contractor. Nothing in this Agreement, nor any performance hereunder, is intended or shall be construed to create a partnership, joint venture or relationship of agency or employment between Owner and Consultant. In providing services hereunder, Consultant shall represent itself to third parties as an

independent contractor to Owner and shall not hold itself out as having any authority to obligate Owner.

1.5 Confidentiality; Name or Logo Use. Consultant shall treat all information disclosed by Owner pursuant to this Agreement as confidential, and Consultant shall not disclose or use any such information except as required in connection with the performance of its obligations under this Agreement. Consultant shall not use Owner' 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 Owner. Likewise, owners agree to the same stipulations in regard to the Consultant in this section 1.5.

2. Assignment of Rights Regarding Deliverables.

2.1 Assignment. Consultant does hereby assign, grant, and deliver to Owner, and Owner hereby accepts, the entire worldwide right, title, and interest of every kind and nature whatsoever in and to the deliverables under this Agreement, including but not limited to any related intellectual property rights.

2.2 Title. Consultant represents and warrants that it owns all right, title, and interest in and to the deliverables under this Agreement, and that such rights are not the subject of any encumbrances, liens, or legal claims of Owner by any third party.

2.3 Non-Infringement. Consultant represents and warrants to the best of its knowledge that the use of the deliverables under this Agreement shall not infringe or otherwise violate the trademark, trade dress, patent, trade secret, copyright, or other intellectual property rights of any third party.

3. Fee; Expenses; Invoicing.

3.1 Fee(s); Expenses. In consideration of Consultant performing its obligations under this Agreement, Owner will pay Consultant fee(s) as described in **Exhibit A** attached hereto and incorporated herein. Consultant shall be responsible for any and all costs and expenses related to the performance of its obligations under this Agreement.

3.2 Invoicing. Consultant will provide Owner with an invoice supporting any request for fee payment, including appropriate time records, percentage completion justification, or other invoice calculations based on the agreed fee structure.

4. Term; Termination; Survival.

4.1 Term. This Agreement shall have an initial term commencing as of the date of this Agreement and continuing through the completion of the scope of work, unless

sooner terminated pursuant to Section 4.2 below or extended by mutual written agreement of the parties.

4.2 Termination. This Agreement may be terminated prior to the completion of Consultant's services (i) by written agreement of the parties, (ii) by either party upon a breach of this Agreement (including, but not limited to, Consultant's services being deemed unsatisfactory by Owner) by the other party that remains uncured 10 days after receiving written notice of such breach from the terminating party, or (iii) by Owner, with or without cause, upon 10 days' prior written notice. In the event of a termination of this Agreement pursuant to this Section 4.2, Owner will pay Consultant fees earned and reasonable expenses incurred in connection with this Agreement prior to the date of termination pursuant to Section 3.1 above.

4.3 Survival. Notwithstanding anything in this Agreement to the contrary, the provisions of Section 5 below shall survive any expiration or termination of this Agreement, and each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement.

5. Insurance; Indemnification.

5.1 Insurance. Consultant has, and shall maintain during the term of this Agreement, insurance policies that are approved by William Marsh Rice University's ("**Rice**") Director of Risk Management in the amounts described in **Exhibit B** attached hereto and incorporated herein, including, but not limited to, professional liability insurance. Consultant shall maintain the professional liability insurance policy for two (2) years following completion of services under this Agreement. Prior to performing services hereunder, Consultant shall provide Rice with certificates of insurance evidencing such policies. In addition, such policies shall provide that (i) Owner and Rice is named as an additional insured (with the exception of the professional liability insurance policy), (ii) coverage shall not be invalidated by any act, omission or negligence of Owner, (iii) coverage is on a "claims occurring" basis and not a "claims made" basis (with the exception of the professional liability insurance policy), and (iv) all rights of subrogation are waived as against Owner and its insurers. Consultant shall provide Owner and Rice with at least 30 days' prior written notice if such coverage shall be canceled, terminated, reduced, restricted, limited or materially changed. In addition, any commercial general liability insurance shall include coverage for Consultant's independent contractors and blanket contractual coverage for Consultant's obligations and liabilities under this Agreement, including, but not limited to, the indemnification obligations set forth in Section 5.1 below.

5.2 Indemnification. **Consultant shall indemnify, hold harmless, protect and defend Owner, Rice, Rice Real Estate Company, and their respective trustees, directors, officers, employees, affiliates, tenants, invitees, customers, agents, and representatives (the "*Indemnified Parties*") for, from and against any and**

all demands, claims, suits, damages, losses, liabilities, costs and expenses, including, but not limited to, court costs and attorneys' fees (the "*Indemnified Matters*"), of any nature whatsoever (including, but not limited to, damage to or loss of property, bodily injury or death), directly or indirectly arising out of or in connection with Consultant's willful misconduct or negligent acts or omissions in the performance of Consultant's obligations under this Agreement. Consultant's indemnification obligations under this Section 5.1 shall apply whether the Indemnified Matters are due in part to the concurrent fault or negligence of the Indemnified Parties or others, but shall not extend to such concurrent fault or negligence. Consultant's defense obligations under this Section 5.1 shall be with attorneys approved by Owner, which approval shall not be unreasonably withheld. Likewise, owners agree to the same stipulations in regard to the Consultant in this section 5.2.

6. Miscellaneous.

6.1 Power and Authority; Due Authorization; No Conflict; Enforceability. Each party represents and warrants to the other party that (i) such party has the power and authority to execute, deliver and perform its obligations under this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by such party and do not and shall not conflict with any agreement or instrument to which it is bound, and (iii) this Agreement constitutes the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms.

6.2 Entire Agreement; Severability; Further Assurances. This Agreement, including any exhibits attached hereto, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, understandings and negotiations, with respect to the subject matter hereof. In the event any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of the parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Agreement and that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed valid and enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly. Each party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other party to effectuate the purposes of this Agreement.

6.3 No Assignment; No Amendment; No Waiver. This Agreement (i) may not be assigned or transferred, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and (ii) may not be amended or modified, by course of conduct or otherwise, except in a writing duly executed by each of the parties. Any waiver of any provision of this Agreement shall be in writing duly executed by the waiving party. The failure or delay by either party to seek redress for any breach or default under this Agreement, or to

insist upon the strict performance of any provision of this Agreement, shall not constitute a waiver thereof or of any other provision of this Agreement, and such party shall have all remedies provided herein and at law and in equity with respect to such act and any subsequent act constituting the same.

6.4 Governing Law; Jurisdiction and Venue; Attorneys' Fees. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas (without regard to the conflicts or choice of law principles thereof). The parties irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in Harris County, Texas, shall be an appropriate and convenient place of venue to resolve any dispute with respect to this Agreement. In the event either party commences any proceeding against the other party with respect to this Agreement, the parties agree that the prevailing party shall be entitled to recover reasonable attorneys' fees and costs as may be incurred in connection therewith in addition to any such other relief as may be granted. The term "prevailing party" shall mean that party which the court or other dispute resolution authority finds and/or declares is the prevailing party, whether or not that party obtains monetary, declaratory, injunctive, equitable or nominal relief. With respect to any monetary claim, no award of damages shall be necessary in order for a party to be found by the court or other dispute resolution authority to have prevailed. With respect to any non-monetary claim, no equitable relief shall be necessary in order for a party to be found by the court or other dispute resolution authority to have prevailed.

6.5 Construction of Agreement. The parties acknowledge and agree that both parties substantially participated in negotiating the provisions of this Agreement; and, therefore, the parties agree that this Agreement shall not be construed more favorably toward one party than the other party as a result of one party primarily drafting the Agreement. The section and other headings in this Agreement are for convenience of reference only and shall not be construed, expressly or by implication, so as to affect the meaning or interpretation of any of the provisions hereof.

6.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Signatures to follow]

IN WITNESS WHEREOF, Consultant and Owner have duly executed and delivered this Agreement as of the date first written above.

Consultant:

Houston Land Bank,
a Texas local government corporation
created pursuant to TEX. TRANSP.
CODE ANN. § 431.101

By: _____
Name: _____
Title: _____

Owner:

_____,
a Texas limited liability company

By: _____
Name: _____
Title: _____

Exhibit B

Insurance Requirements

<u>Type of Insurance</u>	<u>Limits of Liability</u>	
Professional Liability	\$1,000,000	Each Claim
	\$3,000,000	Aggregate

Please note:

The aforementioned insurance policies shall bear the following endorsements:

- 1) Endorsements waiving rights of subrogation against Owner and William Marsh Rice University on the Commercial General Liability, Automobile Liability, Workers Compensation, Professional Liability and Excess Liability policies.

Certificates of Insurance and required endorsements shall be filed with Owner prior to commencement of the work and must be approved by the Director of Risk Management MS-670, William Marsh Rice University, P.O. Box 1892, Houston, Texas 77251-1892.

C 7 9280
2021-0975

**COMMUNITY BENEFITS AGREEMENT
(THE ION DISTRICT IN MIDTOWN)**

BETWEEN

CITY OF HOUSTON, TEXAS

AND

**RICE UNIVERSITY, ACTING BY AND THROUGH RICE MANAGEMENT
COMPANY**

DATED AS OF THE EFFECTIVE DATE

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Exhibit A – The Ion District Map
Exhibit B – Community Benefits
Exhibit C– City of Houston Commitments
Exhibit D – Community Investment Report Information

COMMUNITY BENEFITS AGREEMENT (THE ION DISTRICT IN MIDTOWN)

THIS COMMUNITY BENEFITS AGREEMENT (this "Agreement"), is made and entered into effective as of November 12, 2021 (the "Effective Date"), by and among the CITY OF HOUSTON, TEXAS, a home-rule city organized under the laws of the State of Texas (the "City" or "Houston") and RICE UNIVERSITY, a Texas non-profit corporation (the "University"), acting by and through RICE MANAGEMENT COMPANY, a division of the University located in Houston, Texas (the "Principal Developer"), (individually referred to as "Party" and collectively as "Parties").

RECITALS

The University, as part of its *Vision for the Second Century, Second Decade (V2C2)* has committed to "...engage Houston as a focus and partner for research and education...enabling Houston's success as a 21st-century metropolis." The Principal Developer supports the University mission through enlightened stewardship of the University's financial resources.

The City has set an ambitious goal for Houston to grow technology innovation as its next economic frontier, recognizing the need to continue to diversify and add new businesses, like the high-tech industry. The City's leadership has attracted partnerships with leading innovative organizations and strong local collaboration to attract, retain, and grow Houston's innovative talent and business base.

The project is located on 16 acres of University-owned or controlled land in Midtown Houston, predominantly bound by Isabella Street to the north, Ruth Street, Interstate Highway 69 and Wheeler Avenue to the south, and Austin Street to the east ("The Ion District"), as generally depicted on Exhibit A attached hereto. The vision for an innovation district anticipates over three million square feet of mixed-use development including offices, retail, apartments, community spaces, and other uses. The Principal Developer intends to maintain long-term ownership and stewardship of the project as a real estate investment and commitment to the City and people of Houston.

Within innovation districts, proximity between innovators, investors, employees, residents, and amenities promotes the cross-pollination of new ideas, products, and services that foster the creation, attraction, and growth of thriving businesses. The Ion District will build on the region's economic and community strengths, bolstered by nearby educational, cultural, and commercial institutions, to create an environment that fosters Houston's innovation ecosystem. The Ion District will introduce a new kind of urban district to Houston, prioritizing public space and community access; office spaces that cater to the evolving needs of growing, tech-oriented tenants; retail and

other ground floor uses that are an amenity to district residents, workers, and visitors, and neighboring communities; and regular activities, events, and programming. Infrastructure investment prioritizes connectivity and the pedestrian experience, with a network of pedestrian-only laneways, active plazas, shared streets, and improved sidewalks and crossings.

The Ion District is anchored by The Ion, a 266,000 SF innovation hub encompassing commercial, educational, accelerator, and retail spaces within the historic 1939 former Sears Department Store. The recently completed Ion brings Houston's entrepreneurial, corporate, and academic communities together into collaborative spaces and programs. Early tenants include Microsoft, Chevron Technology Ventures, and several locally owned restaurant offerings. Through a robust range of events and programs, The Ion provides resources and programming for Houstonians seeking job training to provide pathways to new opportunity, entrepreneurs seeking support and capital to grow their businesses, and others seeking to strengthen Houston's economic resiliency and competitiveness, attract and retain innovative talent, companies, and institutions.

With jobs across the Houston economy requiring technology and Houston needing to continue building its innovation ecosystem to remain economically resilient and competitive, The Ion and The Ion District will create a foundation for opportunity:

- ☐ For workers – new jobs and skills training opportunities
- ☐ For communities – new indoor and outdoor public spaces with programs to create gateways into jobs and entrepreneurship opportunities
- ☐ For colleges and universities – spaces and programs to collaborate, train the future workforce, and bring all of Houston's educational institutions together
- ☐ For businesses – a range of workspaces for companies of all sizes, support services for small businesses, and contracting opportunities for local Minority and Women Owned Business Enterprises ("MWBE").

The Principal Developer's investment in The Ion and The Ion District flows from a commitment to strengthening Houston's economic resiliency. As part of this vision, the Principal Developer is committed to ensuring that the development of The Ion District benefits its neighbors by fostering an inclusive, welcoming neighborhood and creating equitable economic opportunities. Recognizing the significant potential benefits of the project to Houstonians, the City determined to negotiate a Community Benefits Agreement ("CBA"), applying an inclusive process to document within a CBA the commitments that will ensure the project will benefit not only the immediate neighborhood but all Houstonians.

In November of 2020, the Principal Developer invited a group of community stakeholders to assist the Principal Developer in identifying a set of commitments to be documented in the signed CBA with the City. The group of thirteen stakeholders are known as the "CBA Working Group" and include representatives from neighborhoods adjacent to The Ion District as well as interested business and civic leaders.

Prior to the formation of the CBA Working Group, the Principal Developer conducted a community engagement listening tour in 2019 and has since had dozens of one-on-one and small group meetings to understand the local landscape. Principal Developer also hosted a three-part virtual community workshop series in the fall of 2020 that was open to the public.

The CBA Working Group concentrated its efforts around three focus areas for the CBA: Economic Opportunity, Housing Affordability, and Inclusive Hiring & Contracting. The CBA Working Group used these focus areas as guides in developing a range of recommended commitments to be documented in the CBA.

As a further demonstration of the Principal Developer's commitment to the community, the Principal Developer will be making significant upfront capital commitments to create new infrastructure and open space, including but not limited to, publicly accessible plazas, streetscape, greenspace, and public utility improvements beyond City of Houston minimum requirements. These capital commitments in public improvements will be an upfront expenditure by the Principal Developer which intends to enter into an agreement (the "Economic Development Agreement") with Midtown Redevelopment Authority for reimbursement for some of these public improvements. This reimbursement will be generated solely from a portion of on-site incremental tax revenue generated by the successful development of The Ion District.

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ARTICLE 1. DEFINITIONS

SECTION 1.1 DEFINED TERMS

- 1.1.1 For purposes of this Agreement, capitalized terms shall have the meanings assigned thereto within the body of this Agreement.

SECTION 1.2 INTERPRETATION

- 1.2.1 Words such as "hereunder," "hereto," "hereof" and "herein" and other words of similar import shall, unless the context requires otherwise, refer to the whole of this Agreement and not to any particular article, section, subsection, paragraph or clause hereof.
- 1.2.2 Any reference to "days" shall mean calendar days unless otherwise expressly specified.
- 1.2.3 The Parties have participated in the drafting of this Agreement and any ambiguity contained in this Agreement shall not be construed against any Party solely by virtue of the fact that such Party may be considered a drafter of this Agreement or any particular part hereof.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES

SECTION 2.1 REPRESENTATIONS OF THE CITY.

- 2.1.1 The City hereby represents to the Principal Developer that as of the date hereof, it is a home rule city operating as such under the Constitution and laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.
- 2.1.2 The City has the full legal right, power and authority to enter into and perform this Agreement and the execution, delivery and performance hereof: (i) has been duly authorized, (ii) to the best of its knowledge, will not violate any applicable judgment, order, law or regulation, and (iii) can carry out and consummate all other transactions described herein.
- 2.1.3 This Agreement has been duly authorized, executed and delivered by the City and constitutes a legal, valid and binding obligation of the City, enforceable in accordance with its terms.

SECTION 2.2. REPRESENTATIONS OF THE UNIVERSITY

- 2.2.1 The University hereby represents that as of the date hereof, it is duly authorized, created, and existing and in good standing under the laws of the State of Texas.

- 2.2.2 The University has the power, authority and legal right to enter into and to cause Principal Developer to perform its obligations set forth in this Agreement, and the University's execution and delivery and the Principal Developer's performance on behalf of the University hereof (i) has been duly authorized, and will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to the University, and (ii) does not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the University under any agreement or instrument to which the University is a party or by which the University or its assets may be bound or affected.
- 2.2.3 This Agreement has been duly authorized, executed and delivered, and constitutes a legal, valid and binding obligation of the University, enforceable in accordance with its terms except to the extent that (i) the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights, and (ii) certain equitable remedies, including specific performance, may be unavailable.
- 2.2.4 The University, acting by and through the Principal Developer, owns or controls all real property within The Ion District.
- 2.2.5 The University has sufficient capital to cause the Principal Developer to perform its obligations under this Agreement through the financial returns on an investment portfolio stewarded by the Principal Developer that includes direct real estate holdings in The Ion and The Ion District.

ARTICLE 3. COMMUNITY BENEFITS AGREEMENT

SECTION 3.1 PURPOSE

- 3.1.1 The purpose of this Agreement is to provide for a coordinated effort between the City and the Principal Developer to realize community investments that maximize the benefits of The Ion District to the residents and businesses in and around The Ion District as graphically depicted on **Exhibit A** attached hereto.
- 3.1.2 This Agreement serves to provide a framework so that the creation of The Ion District generates opportunities for MWBEs, supports housing affordability, and promotes economic opportunities for underrepresented populations in the technology innovation ecosystem. For the purposes of this Agreement, "underrepresented populations" is defined to include:

- 3.1.2.1 Individuals from historically disadvantaged racial and ethnic groups in Houston including Blacks or African Americans, Latino or Hispanic Americans, Asian Americans, and Pacific Islanders.
- 3.1.2.2 Individuals who come from a household with an annual income below 80% of the Area Median Income ("AMI").
- 3.1.2.3 Individuals who will be the first in their immediate family to graduate from a four-year university or college.

ARTICLE 4. COMMUNITY ADVISORY COUNCIL

SECTION 4.1 PURPOSE

- 4.1.1 A Community Advisory Council (CAC) shall be established whose overarching purpose is to provide the Principal Developer and the City with direct experience, knowledge, programmatic guidance, industry specific relationships and contacts that facilitate, maximize, and enhance the successful execution and implementation of a CBA's goals and objectives.
- 4.1.2 The CAC shall be established within ninety (90) days after the Effective Date of this Agreement.

SECTION 4.2 DUTIES AND RESPONSIBILITIES

- 4.2.1 Serve as a source of unbiased insights, distinctive knowledge, and diversity in perspective to support program effectiveness and success.
- 4.2.2 Provide strategic analysis and support.
- 4.2.3 Provide recommendations and guidance for continuous improvement of program performance.
- 4.2.4 Augment knowledge and strategic thinking for Ion-based enterprises.
- 4.2.5 Serve as a gathering point for information to and from community constituents and residents.
- 4.2.6 Convene quarterly and as often as is deemed necessary to review progress and to make recommendations for improvement.
- 4.2.7 Meet with the Principal Developer at least twice annually, and as often as is deemed necessary, to discuss status, progress, and next steps.

- 4.2.8 Provide an annual written evaluation, including recommendations, detailing the Parties' performance and progress.

SECTION 4.3 MEMBERSHIP AND COMPOSITION

- 4.3.1 The CAC shall consist of nine (9) members that are appointed by the Mayor to a numbered position and satisfying the following criteria and expertise:

- 4.3.1.1 POSITION ONE: A resident or representative of a business located within the boundaries of Midtown as defined by the Midtown Redevelopment Authority.
- 4.3.1.2 POSITION TWO: A resident or representative of a business located within the boundaries of Midtown as defined by the Midtown Redevelopment Authority.
- 4.3.1.3 POSITION THREE: A resident or representative of a business located within the Third Ward Complete Communities boundary.
- 4.3.1.4 POSITION FOUR: A resident or representative of a business located within the Third Ward Complete Communities boundary.
- 4.3.1.5 POSITION FIVE: A person with direct, specialized experience in the areas of technology incubators, business accelerators, and technology businesses.
- 4.3.1.6 POSITION SIX: A resident or a representative of a business located in a Complete Community. The appointee must have direct experience creating affordable housing.
- 4.3.1.7 POSITION SEVEN: An MWBE business and /or entrepreneur or a business civic organization.
- 4.3.1.8 POSITION EIGHT: A person with direct, specialized experience in the areas of real estate, finance, and/or banking matters that emphasize and target urban community development.
- 4.3.1.9 POSITION NINE: A person with direct experience specializing workforce development and/or services to entrepreneurs.

SECTION 4.4 TERM

- 4.4.1 The Chair of the CAC shall be appointed by the Mayor of the City (the "Mayor"), selected from previously appointed CAC members and shall serve for a period of two (2) years.
- 4.4.2 The members of the CAC shall hold their position for a minimum of two years and until their successors have been appointed by the Mayor.

SECTION 4.5 EX-OFFICIO MEMBERS

4.5.1 The following persons shall serve as ex-officio members of the CAC:

4.5.1.1 The Director of the City's Planning and Development or his designee, who shall serve as CAC secretary;

4.5.1.2 The Director of the City's Office of Business Opportunities or his designee;

4.5.1.3 The Director of the Department of Neighborhoods or his designee;

4.5.1.4 The City's District D Councilmember or his designee;

4.5.1.5 A Mayor's Office designee; and

4.5.1.6 A designee of the Principal Developer (RMC)

ARTICLE 5. REPORTING REQUIREMENTS AND ANNUAL REVIEWS

SECTION 5.1 COMMUNITY INVESTMENT REPORT

5.1.1 The Principal Developer shall provide, either collectively or individually, an annual Community Investment Report (the "Community Investment Report") outlining the status and progress of the CBA goals and objectives that were achieved during the prior calendar year.

5.1.2 The report shall include the information described in **EXHIBIT D**, and shall be submitted to the Office of the Mayor and the Economic Development Committee and shall be made available to the public.

5.1.3 The report shall be completed and submitted to the Mayor's Office of Economic Development, the Economic Development Committee, and the Chair of the CMC no later than March 31st of the first full calendar year and each subsequent calendar year following the subject year of the report and shall be reviewed by the applicable groups within thirty (30) days of receipt.

SECTION 5.2 ANNUAL REVIEW

5.2.1 At least once each year, the Principal Developer and the City shall review the progress of and strides made during the prior year and other relevant information, including the Community Investment Report, implementation challenges, and potential for new opportunities within the Ion District.

SECTION 5.3 CAC ANNUAL EVALUATION REPORT

- 5.3.1 Within forty-five (days) after the receipt of the Community Investment Report, the CAC shall deliver a written analysis and evaluation detailing the Parties' performance during the preceding year. The analysis and evaluation shall be based on the metrics and commitments described in exhibits B, C, and D and may include input received from community residents and businesses that are directly impacted by this Agreement.

ARTICLE 6. AMENDMENTS AND REVISIONS

SECTION 6.1 GOOD FAITH EFFORTS

- 6.1.1 It is the intention of the Principal Developer and the City that the residents and businesses of the area surrounding the Ion District shall have the opportunity to benefit from the growth and development generated by its creation. The Parties affirm that all efforts undertaken to comply with this Agreement shall be carried out in good faith and with fair dealings.

SECTION 6.2 MUTUAL CONSENT

- 6.2.1 The Principal Developer and the City shall mutually determine if, in the best interests of the residents and businesses, any revisions shall be made to this Agreement for the purpose of facilitating, improving, or increasing effectiveness.
- 6.2.2 Any revision to this Agreement shall be in writing and properly signed by the person authorized to consent to the revision.

SECTION 6.3 CITY COUNCIL APPROVAL

- 6.3.1 City Council approval is required for any revision or amendment to this Agreement.

ARTICLE 7. DEFAULT

SECTION 7.1 PRINCIPAL DEVELOPER DEFAULT

- 7.1.1 A default by the Principal Developer occurs when the Principal Developer fails to perform any covenant or condition required by this Agreement following the expiration

of any applicable notice, grace, and cure period. A default by the Principal Developer shall also include the following:

- 7.1.1.1 The Principal Developer becomes insolvent and files a petition for protection under the U.S. Bankruptcy Code (or similar applicable law) or a petition is filed against the Principal Developer under such laws and is not dismissed within sixty (60) days after the date of such filing, or the Principal Developer makes a transfer in fraud of creditors or makes an assignment for the benefit of creditors, or otherwise admits in writing its inability to pay its debts when due.
- 7.1.1.2 The Principal Developer fails to perform any monetary agreement set forth herein to be performed, following the expiration of any applicable notice, grace and cure periods. If no cure periods are expressly set forth herein, the City shall, within thirty (30) days of the discovery of such failure, deliver a notice, pursuant to Article 9, to the Principal Developer which shall provide a thirty-day (30- day) cure period.
- 7.1.1.3 The Principal Developer fails to perform any non-monetary covenant or condition of this Agreement following the expiration of any applicable notice, grace and cure periods. If no cure periods are expressly set forth herein, the City shall, within thirty (30) days of the discovery of such failure, deliver a notice to the Principal Developer, pursuant to Article 9, which shall provide a thirty-day (30- day) cure period or such longer time as may be required to cure such failure.
- 7.1.1.4 Such cure or grace period shall be extended upon a showing that the Principal Developer has commenced and, in good faith, has diligently pursued such cure during the cure or grace period.

SECTION 7.2 CITY OF HOUSTON DEFAULT

- 7.2.1 A default by the City occurs when the City fails to perform any covenant or condition of this Agreement on the part of the City, following the expiration of any applicable notice, grace, and cure periods.
- 7.2.2 In the event no cure periods are expressly set forth herein, the Principal Developer shall, within thirty (30) days of the discovery of such failure, deliver a written notice to the City, pursuant to Article 9, which shall provide a sixty-day (60-day) cure period or such longer time as may be required to cure such failure.
- 7.2.3 Such cure or grace period shall be extended upon a showing that provided the City has commenced and, in good faith, has diligently pursued such cure during the cure or grace period.

ARTICLE 8. REMEDIES

SECTION 8.1 ENFORCEABILITY

- 8.1.1 The Parties understand and agree this Agreement is lawful, enforceable and binding on all Parties and each of their permitted respective successors and assigns, and agree to waive any potential challenges to the enforceability of this Agreement, and agree not to affirmatively or by way of defense seek to invalidate or otherwise avoid the application of the terms of this Agreement in any judicial action, or other proceeding such as arbitration or mediation.

SECTION 8.2 SPECIFIC PERFORMANCE

- 8.2.1. The terms and provisions of this Agreement are unique matters particular to such duties as applicable to the local community affected, and as such cannot be replaced by substitute performance.
- 8.2.2. It is essential to the preservation and betterment of the local community that the Principal Developer and the City perform and discharge their respective obligations hereunder and failure to do so would constitute irreparable harm not adequately compensable by money damages or other remedies at law.
- 8.2.3. The Parties agree that the Parties shall be entitled to specific performance or other equitable relief for any breach of the agreements set forth in this Agreement, and the Parties consent to the entry of temporary or permanent injunctive relief to enjoin any actual or threatened breach of such covenants.

SECTION 8.3 RIGHT TO CURE

- 8.3.1 The Principal Developer shall have the time allotted in the notice to cure the potential Event of Default and if the same has not been cured or waived by the City within the specified timeframe, then a "CBA Event of Default" shall be deemed to have taken place and the City shall send a notice of CBA Event of Default to the Principal Developer. **SECTION 8.4. MEDIATION**

- 8.4.1 To the extent there is any disagreement regarding the performance of obligations of the Parties under this Agreement, including circumstances when a notice of an Event of Default has been given, the applicable aggrieved Party shall first attempt to resolve such disagreement by meeting and negotiating in good faith with the other Party. If the Parties are unable to resolve any such disagreement by meeting, either Party to the dispute may request mediation of the dispute, and if the other Party agrees, such mediation shall be scheduled within thirty (30) calendar days of the mediation request unless otherwise agreed

to by the Parties. Each Party shall bear its own fees and costs, if any, however the cost of the mediator shall be split equally between the Parties.

SECTION 8.5. LEGAL REMEDIES

- 8.5.1 In the event that an Event of Default may cause irreparable harm either Party may immediately pursue court action in a court of appropriate jurisdiction to require specific performance from the offending Party.
- 8.5.2 In the event that an Event of Default will not cause irreparable harm, a court action may be pursued after the following conditions have been satisfied:
- 8.5.2.1 All applicable notices have been provided to the defaulting Party;
 - 8.5.2.2 All grace and cure periods have expired and the defaulting Party has failed to fully cure the Event of Default;
 - 8.5.2.3 The Parties have participated in at least one meeting to discuss possible remedial action; and
 - 8.5.2.4 If requested and agreed, a mediation has occurred ending in an impasse.
- 8.5.3 Upon the The Parties have sole discretion to seek equitable or injunctive relief on a temporary or permanent basis.
- 8.5.4 The terms and conditions under Section 8.1.1. remain in effect.

SECTION 8.6 CONSEQUENTIAL DAMAGES.

- 8.6.1 No Party shall be entitled to indirect, special, or consequential damages for an Event of Default.

ARTICLE 9. NOTICE

SECTION 9.1 ADDRESS

- 9.1.1 Except as otherwise provided in this Agreement, any notice or approval required or permitted to be given under this Agreement shall be in writing and shall be considered to have been given upon the earlier of (i) receipt, (ii) three (3) business days after deposit in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or (iii) day of delivery by hand, and addressed as set forth below:

If to the City:	City of Houston
	Office of Economic Development

901 Bagby St.
Houston, Texas 77002
Attention: Chief Development Officer

With a copy to:

If to Principal Developer:

Cindy E Melton
Associate Treasurer, Rice
Management Company on behalf of
Rice University
6100 Main Street, MS 91
Houston, Texas 77005
EMAIL: cindy.melton@rice.edu

With a copy to:

Joe B. Davidson
General Counsel
Rice Management Company
6100 Main Street, MS 91
Houston, Texas 77005
EMAIL: joe.davidson@rice.edu

Franklin D. R. Jones, Jr.
Greenberg Traurig, LLP
1700 Louisiana Street, Suite 1700
Houston, Texas 77002
EMAIL: jonesf@gtlaw.com

Mayor of Houston

Council Member for District C

Council member for District D

- 9.1.2 Each Party shall have the right to change the place or person or persons to which notices, requests, demands, and communications hereunder shall be sent or delivered by delivering a notice to the other Parties.

ARTICLE 10. GENERAL PROVISIONS

SECTION 10.1 AMENDMENTS AND WAIVERS.

- 10.1.1 Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is approved by all Parties.
- 10.1.2 No course of dealing on the part of the Parties nor any failure or delay by the Parties with respect to exercising any right, power or privilege pursuant to this Agreement shall operate as a waiver thereof, except as otherwise provided in this Agreement.

SECTION 10.2 RIGHTS CUMULATIVE.

- 10.2.1 The rights and remedies conferred upon any Party hereby are in addition to any rights or remedies to which any Party may be entitled at law or in equity.

SECTION 10.3 SEVERABILITY.

- 10.3.1 In the event that any of the terms, provisions or conditions contained in this Agreement is held invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided each party shall have substantially received the benefit of the Agreement accruing to it.

SECTION 10.4 SUCCESSORS AND ASSIGNS;

- 10.4.1 No Party may assign its rights or obligations hereunder without the prior written consent of the other Party; provided, however, such consent shall not be unreasonably conditioned, delayed or withheld.
- 10.4.2 This Agreement shall bind and inure to the benefit of the permitted assigns and successor in interest of each Party; as applicable, each Party will notify its assign and successors in interest of the existence of this Agreement.
- 10.4.3 Any reference in this Agreement to a Party shall be deemed to include any assigns and successors-in-interest of that Party, with respect to the rights and/or responsibilities relevant to this Agreement, to the extent permitted by law.
- 10.4.4 Nothing in this Agreement shall be construed to give any Person (other than the Parties and their respective permitted successors and assigns) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein or any standing or authority to enforce the terms and provisions hereof.
- 10.4.5 No Person shall be a third-party beneficiary of this Agreement or have the right to enforce this Agreement or any provision hereof.

SECTION 10.5 TITLES OF ARTICLES, SECTIONS AND SUBSECTIONS.

- 10.5.1 All titles or headings are only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties hereto.
- 10.5.2 Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated.

SECTION 10.6 APPLICABLE LAW.

- 10.6.1 This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, without regard to any conflicts of law's provisions, and venue shall lie solely in Houston, Texas.

SECTION 10.7 ENTIRE AGREEMENT.

- 10.7.1 This Agreement represents the full agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

SECTION 10.8 COUNTERPARTS.

- 10.8.1 This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

SECTION 10.9 NO PARTNERSHIP, JOINT VENTURE OR AGENCY.

- 10.9.1 Nothing contained herein or done pursuant hereto shall be deemed to create, as among the Parties, any partnership, joint venture or agency relationship.

SECTION 10.10 TERM AND TERMINATION.

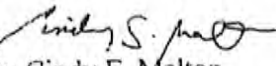
- 10.10.1 This Agreement is effective as of the Effective Date and will expire on the earlier of: (i) December 31, 2031; or (ii) the date of completion of The Ion District development, unless terminated earlier by mutual consent of the Parties, it being understood that if the Economic Development Agreement, pursuant to its terms, is terminated by the parties

thereto, then this Agreement shall automatically terminate as of the date of such termination (such term of this Agreement referred to herein as the "Term").

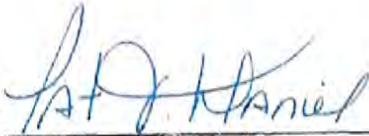
[Signature Page Follows]

IN TESTIMONY OF WHICH this instrument has been executed in multiple counterparts, each of equal dignity and effect, on behalf of the City and Principal Developer effective as of the date first above written.

Rice University,
acting by and through
Rice Management Company:

By: 
Name: Cindy E. Melton
Title Associate Treasurer

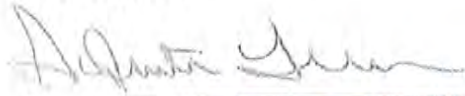
ATTEST/SEAL:



Secretary

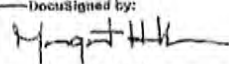
CITY OF HOUSTON, TEXAS

SIGNED BY:



City Mayor Amanda Washington
11-12-2021

APPROVED:

DocuSigned by:

2861A07011AE404

Director, Planning and Development Department

APPROVED AS TO FORM:



Senior Assistant City Attorney

L.D. File No. 0612100209001

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EXHIBIT A
THE ION DISTRICT
[See Attached]

EXHIBIT B

PRINCIPAL DEVELOPER COMMUNITY INVESTMENTS

Direct Community Investments

Commitment Category: Economic Development Opportunities, Tech Talent Development, Investment Funds, fund managers, and accelerator founders.

A. Tech Sector Job Training and Talent Placement Program

1. **Description:** Investment in specifically themed job training programs serving identified high-growth sector and technology-enabled industries, which may include but is not limited to hardware design, product design, and software development in Consumer Product Goods, Healthcare, Climate Tech/ Energy Tech, PropTech and FinTech sectors.
2. **Commitment:** Principal Developer commits to providing Minimum \$1,000,000 and to seek an additional \$1,000,000 in grants or in-kind donations over 3 years to fund free or low-cost upskilling and training programs within high-growth technology sector and technology-enabled industries. The programs should be operated by a diverse-managed organization with a proven track record for training and placing underrepresented populations in high growth technology-enabled jobs. A request for proposal to select program provider(s) will be published within 180 days of signing the Agreement.

B. Minority and Women Entrepreneurship Tech Accelerators

1. **Description:** National recruitment and Investment in a minimum of (2) new accelerator organizations that are managed by and focused on minority founders, particularly supporting the growth and development of entrepreneurs from minority populations
2. **Commitment:** Principal Developer commits to providing, or causing to be provided, at least \$1,250,000 in grants, administrative services, or in-kind donations over (3) years to support program and administrative operations to "tech-enabled" business accelerators, preferably underrepresented founders, focused on supporting the growth of local underrepresented technology-focused start-ups and founders.

C. Minority and Women Tech Investment Fund

1. **Description:** A venture fund focused on Houston minority founders.
2. **Commitment:** Principal Developer commits to making a commitment up to \$5,000,000 of which the Principal commits to a minimum of \$3,000,000 within 2 years, and the remaining

\$2,000,000 within the following 2 years, as an investment in a venture fund with the primary purpose of providing venture capital for underrepresented founders and startups in the Houston area; and administered by an established fund management entity based in the Houston area identified by Principal Developer and the City of Houston. Principal Developer also commits to providing seed capital and designated office space for the fund manager within The Ion.

Commitment Category: Supporting Housing Affordability in The Ion District, Surrounding Communities and /or designated Complete Communities

D. Affordable Housing Fund.

1. **Description:** Funding of/or establishing of a third party-managed, affordable housing fund that enables MWBE developer firms and community development corporations to build new or preserve existing affordable housing. The funds identified in this section are an additional financial commitment by the Principal Developer to support the development of affordable housing. One-third (1/3) of all incremental tax revenue generated by the Ion District development will be dedicated for affordable housing as required by State law.
2. **Commitment:** Principal Developer commits to investing a total of \$4,500,000 in project equity, pre-development capital, and/or low-cost financing to an affordable housing fund that provides project development capital to community development corporations, local small private developer firms and other parties and/or to affordable housing project(s) being developed by community development corporations, small private MWBE developer firms and other parties for the preservation or creation of affordable housing primarily within the boundaries of Third Ward, as defined in the Third Ward Complete Communities Action Plan, The Ion District, and/or other designated Complete Communities.
 - a. Principal Developer shall deposit in a restricted account in a local community bank(s) Minimum \$2,500,000 no later than 180 days following signing of the Agreement, Minimum \$1,000,000 no later than 90 days after the final completion of the first 1,000,000 SF of occupiable vertical development within The Ion District (excluding parking) after The Ion's completion, and Minimum \$1,000,000 no later than 90 days upon the commencement of construction of the second 1,000,000 SF of occupiable vertical development within The Ion District (excluding parking) after The Ion's completion.

b. Principal Developer further commits to work with an established fund administrator for the management and distribution of these funds.

E. Housing Counseling & Eviction Protection Grant.

1. **Description:** Grants to local organizations with focus on increasing the availability of housing counseling services for vulnerable households and minority home ownership in the Third Ward and/or designated Complete Communities.
2. **Commitment:** Principal Developer commits to providing a total of \$250,000 over 3 years to a minimum of (3) organizations in grants to organizations working on providing support services for at-risk renters and homeowners within the Third Ward and/or other designated Complete Communities. The first year of fund distribution will commence no later than 180 days after signing of the Agreement.

F. Supportive Housing Grant.

1. **Description:** Principal Developer would provide a grant to aid development(s) of permanent, supportive housing that serves homeless populations Midtown Area and or adjacent neighborhoods.
2. **Commitment:** Principal Developer commits to providing \$750,000 in grants to organizations developing supportive housing within the Midtown Area and or adjacent neighborhoods to serve hard-to-house or unhoused populations earning less than 50% of AMI. The funds will be deposited in a local community bank(s) for this purpose no later than 180 days after the signing of the Agreement with a target of selecting a partner within one-year of signing the Agreement.

G. Homelessness Services.

1. **Description:** Funding for organizations providing services for the homeless including outreach, case management and or shelter.
2. **Commitment:** Principal Developer commits to providing at least \$500,000 over 5 years in contracts and grants to organizations with a minimum of \$100,000 in the first year providing services to homeless populations within the Midtown Area. The funds shall be deposited in a local community bank(s) within 180 days of signing the Agreement with a goal of identifying partner organization(s) within one year of the signing of the Agreement.

Commitment Category: Community Capacity Building Investment

H. Early Capacity Building Grants.

1. **Description:** Investments in organizations that serve the designated Complete Communities and neighborhoods around The Ion and The Ion District to multiply the impacts of the previously enumerated commitments by further equipping local communities to act on their own behalf. These commitments will include a combination of grants and program offerings responding directly to community needs. Categories of commitments will include such programmatic needs as food access, community development and civic engagement, and historic and cultural preservation.
2. **Commitment:**
 - a. Principal Developer commits to providing grants in aggregate totaling \$1,000,000 commencing 90 days after the agreement is executed to the Mayor's Complete Communities Fund and/or via contributions to organizations within the Complete Community boundaries focused on addressing key areas of expressed need identified within the Third Ward Complete Communities Action Plan
 - b. Principal Developer commits that the funds will be deposited with a local community bank(s) no later than 90 days after the signing of the Agreement and be made available to the selected grant-making organization(s) within 90 days of the Principal Developer's selection of such organization(s).
 - c. Principal Developer will require that grant-making decisions take into consideration the policy and program objectives of the Community Advisory Council occupied by an implementation strategy for funds disbursement

Project-Based Opportunities

Commitment Category: Minority and Women Owned Business Enterprise (MWBE) Contracting

I. Minority and Women Owned Business Enterprise (MWBE) Contracting. (Horizontal Development)

1. **Description:** This commitment will include targets for contracting and/or subcontracting of MWBE firms in the construction of the Public Infrastructure and Improvements.

2. **Commitment:** Principal Developer shall lead efforts to contract with Minority and Women-owned Business Enterprises ("MWBE") for the construction of the Public Infrastructure and Improvements. The Principal Developer will either 1) lead development of all horizontal improvements and implement programmatic steps to achieve goals for contracting with MWBE firms in accordance with the City's MWBE program as set forth in Chapter 15, Article V of the City of Houston Code of Ordinances and the requirements for good faith efforts on file with the City's Office of Business Opportunity; or 2) cause a Third-Party Developer to initiate programmatic steps designed to achieve the target goals for contracting with MWBE firms in the construction of all public infrastructure. The MWBE participation goal for the Public Infrastructure and Improvements shall align with City of Houston Code of Ordinances, Chapter 15 goals.

J. **Minority and Women Owned Business Enterprise (MWBE) Contracting Vertical Development:**

1. **Description:** This commitment will include targets for prime and/or joint MWBE participation and strategies to achieve those targets.
2. **Commitment:** The Principal Developer commits to proactively engage and cause selected third-party developer(s) and implement programmatic steps to achieve MWBE goals for design and construction of vertical improvements. The Principal Developer shall in consultation with the City of Houston set a target goal for MWBE participation for the design and construction of each phase of the vertical improvements.
 - a. Target Goal for MWBE participation shall be based on the available work on the projects and the availability of MWBEs for that work in accordance with City of Houston MWBE policies outlined in Code of Ordinances Chapter 15.
 - b. In order to aid the selected third-party developer in reaching those targets, the Principal Developer shall cause such third-party developer to utilize programs as noted in the Principal Developer's commitments below and other relevant programs designed to achieve the goals for contracting with MWBE businesses. Further, Principal Developer commits to understanding the capacity gaps identified and initiating programmatic steps, such as subdividing contracts and/or providing management and technical assistance to MWBE

firms, to increase their participation and their ultimate success as part of the development of The Ion District.

K. MWBE Advisor & Technical Assistance

1. **Description:** This commitment will include engaging an MWBE firm as an Advisor to provide guidance for achieving MWBE participation targets, and strategies to scale capacity, and improve accessibility to contracting, investment, and vendor opportunities.
2. **Commitment:** The Principal Developer commits to engaging a minority-owned firm as an advisor to recommend innovative, strategic pathways to achieve MWBE objectives in the development, design, construction, management, and investment in The Ion District. The Advisor will solicit support and guidance from the Mayor's Office and the City of Houston Office of Business Opportunities.
3. **Commitment:** Technical Assistance and support initiatives for local hiring, contracting and subcontracting: The Principal Developer commits to utilizing, developing (or causing to have developed) programs and initiatives to address areas of limited capacity for MWBE in obtaining contracting opportunities design construction, building operations and property maintenance by supporting, facilitating introductions to developers and prime contractors and/or connecting MWBE firms and individuals to the following resources: a City of Houston MWBE bonding education and support program as stated in Exhibit C, Section A, partially funded by the Principal Developer, available workforce upskilling programs, financial resources and tools, and/or available mentor-protégé joint venture opportunities with developers and contractors.

L. MWBE Outreach

1. **Description:** This commitment will include marketing and outreach efforts to increase MWBE firm's awareness of contracting and subcontracting opportunities.
2. **Commitment:** Principal Developer commits to employing outreach strategies to market contracting and subcontracting opportunities for investment, design, construction, operations, and maintenance within The Ion District, including hosting or causing to have hosted outreach events, providing information on contracting opportunities on a project website that is publicly accessible, and engaging with trade associations, community

groups, and other relevant organizations to expand outreach to minority-owned firms and residents.

M. MWBE Contract Monitoring

1. **Description:** This commitment will include strategies to monitor the MWBE contracting and participation.
2. **Commitment:** The Principal Developer commits to cause to have established ongoing monitoring and reporting and communication(s) protocols beyond the initial MWBE contracting levels. Principal Developer also commits to implement systems to monitor and, where necessary, assist in prompt payments to MWBE firms and track contracting for actual work performed beyond the initial award.

N. Inclusive Hiring

1. **Description:** This commitment will include strategies to promote inclusive hiring.
2. **Commitment:** The Principal Developer commits to utilizing, developing, or causing to have developed workforce programs and or initiatives to promote the inclusive hiring of underrepresented populations, in construction, building operations and property maintenance during The Ion District's development and future operation.

Commitment Category: Investment Opportunities

O.. MWBE Real Estate Investment Opportunities.

1. **Description:** Where possible, provide opportunities for minority investors in the financing of The Ion District
2. **Commitment:** Principal Developer pledges to proactively provide opportunities for minority residents, and/or investment firms, and MWBE-focused entities to invest in the vertical development of The Ion District in vertical developments where Principal Developer also invests capital. Further, Principal Developer commits to proactively request set aside percentage of the equity offering from third-party developer(s) for underrepresented investors. Principal Developer also commits to select a firm to source potential investors and to

advise Principal Developer on the engagement of investors and establishment of investment protocols

Commitment Category: Leasing Opportunities

P. Small Business Leased Space Opportunities.

- 1.. **Description:** The allocation of Principal Developer-controlled spaces that prioritize local minority businesses for tenancy.
2. **Commitment:** Principal Developer commits to lease or causing to have leased at least three ground-floor retail spaces within The Ion District . to minority-owned Houston-based retail or restaurant businesses for an aggregated minimum of 30 years .

Commitment Category: Community Access.

Q. Innovation-Focused Programming for Minority Residents, Businesses and Entrepreneurs.

1. **Description:** Investment in on-site, monthly scheduled programming co-hosted by The Ion team, its' affiliates and/or underrepresented individuals and or organizations with professional experience developing and supporting high growth tech and innovation sectors. The programming should be made available to underrepresented residents, entrepreneurs, and small businesses in tech. The objective of these events is to increase community access to new career opportunities and technology.
2. **Commitment:** Principal Developer commits to hosting and/or funding the administration of community-focused events or programming within The Ion to increase community access to The Ion and The Ion District and awareness of technology-focused initiatives for technical upskilling workforce development, talent placement and services supporting the growth of underrepresented-founders, tech-enabled companies and disadvantaged businesses.

R. Meeting Space For Public Use.

1. **Description:** Designation of certain spaces for community members or organizations for reservation and use, such as classrooms (when not reserved by program partners).
- 2.. **Commitment:** Principal Developer commits to providing (free of charge) meeting space to community organizations addressing the goals outlined in the Third Ward Complete Communities Action Plan and/or other designated Complete Communities. Specifically,

Principal Developer will provide a meeting room of at least 400 square feet at least once a month for 5 years within The Ion. Principal Developer commits to making space available within 180 days of the execution of this Agreement

Commitment Category: Sustainable Design and Construction

S. Sustainability Certification.

1. **Description:** Commitment to adhere to best practices for sustainable design and construction. This can take the form of meeting City guidelines or abiding by national standards like LEED. Human occupancy metrics like WELL could also be considered.
2. **Commitment:** Principal Developer commits to or to cause to have all primarily commercial vertical development of at least 150,000 SF of enclosed space (excluding parking) to apply for and receive LEED Certification.

EXHIBIT C

CITY OF HOUSTON COMMITMENTS

New Program Development

Commitment Category: Capacity Building for MWBEs

A. MWBE Bonding Education and Support

1. **Description:** The primary intent of this program is to increase the readiness of MWBE contractors to take on construction projects, of various sizes, in both the public and private sectors. This program will focus on business financial readiness, bonding education and the provision of one-on-one technical assistance.
2. **Commitment:** The City will create a Bonding Education and Support Program within 180 days of the execution of this Agreement, to enhance the awareness of MWBE contractors about bonding requirements, provide and/or connect them to resources to obtain and/or increase their bonding capacity. The City will provide oversight of program and of a dedicated bonding expert. The Principal Developer shall contribute a total of \$50,000 over three years to partially fund the program and a dedicated bonding expert in accordance with Exhibit B-1, Section K-3. of this Agreement.

Commitment Category: Project Opportunities

B. MWBE Outreach

1. **Description:** Raise awareness of contracting opportunities for MWBEs.
2. **Commitment:** The City will commit to assisting Principal Developer with performing outreach to MWBEs within 180 days of the execution of this Agreement by utilizing the City's various outlets including, but not limited to the following
 - a. Performing targeted outreach campaigns to the City's pool of certified MWBEs
 - b. Including contracting opportunities in the Office of Business Opportunity's regular eblasts
 - c. Co-hosting networking events and project informational sessions with the Principal Developer.

Program and Initiative Expansion

Commitment Category: Housing Affordability in Surrounding Communities

C. Homestead Protections and Exemption Support

1. **Description:** Outreach and promotion of the City's existing property tax homestead exemption and over-65 exemption to receive immediate reduction of the City of Houston's property taxes, especially for the elderly population who are living in communities experiencing high economic growth.. *(Background)* According to an internally generated report of Harris County Appraisal District property records, there are approximately 126,700 properties that are "flagged" as having an over-65 exemption which suggests that approximately 35% of the 363,093 (2019 ACS) owner occupied homes (not including renter occupied) have the over 65 exemption.
2. **Commitment:** In collaboration, the Office of Economic Development, Planning and Development and Department of Neighborhoods will research and assess the percentage of active homestead exemptions in targeted neighborhoods and if warranted, develop an outreach plan, within 180 days of the execution of this Agreement, that will:
 - a. Educate and inform property owners of the benefit of the over-65 and homestead exemptions
 - b. Reduce the property tax burden for eligible property owners
 - c. Provide assistance with completing and submitting the required applications to property owners as needed

Commitment Category: Home Ownership and Wealth Management

D. A Month of Service

1. **Description:** City of Houston Department of Neighborhoods (DON) has partnered with TSU Earl Carl Institute, Neighborhood Recovery Community Development Corporation (NRCDC), Houston Volunteer Lawyers, HCAD, Harris County Tax Department, Lone Star Legal Aid and Houston Complete Communities to bring "A Month of Service" (AMOS) Program to the Houston Communities. AMOS is always free to attend. The program provides an immense amount of information pertaining to estate planning, including *Will-a-Thons, Senior Security Asset Protection, How to create your own Estate Plan, Property Tax Exemptions, Clearing Title*. Currently AMOS is virtual, making it widely available. In person workshops anticipated to return later in 2021.

2. **Commitment:** The City will host, within 180 days of the execution of this Agreement, any of these relevant workshops targeted to addressing the needs of the surrounding communities.

Commitment Category: Economic Opportunities, Workforce Training and Development

E. Turnaround Houston

1. **Description:** Turnaround Houston, a community-based initiative, combines the elements of a job fair and a resource center. The goals and objectives of the initiative are to help improve the lives of citizens by addressing the job training, education, and employment needs of persons who are hard to employ, including the unemployed, underemployed, and those who have been previously incarcerated. Turnaround Houston Readiness and Job Fairs connects these individuals to hiring employers, as well as to agencies and organizations that provide vital services and resources such as health, mental health, legal, social services, counseling and intervention, job readiness tools and education.
2. **Commitment:** The City will host, within 180 days of the execution of this Agreement, Turnaround Houston Readiness and Job Fair(s) targeted to addressing the needs of the surrounding communities.

Commitment Category: Community Access and Connection to Funding

F. Complete Communities Improvement Fund Repository

1. **Description:** The CCIF supports the Complete Communities Initiative by serving as a repository of privately donated funds to help create a long-term impact in the designated Complete Communities neighborhoods. The fund is administered by the 501(c)(3) nonprofit Greater Houston Community Foundation (GHCF). Contributions are tax-deductible gifts to the Greater Houston Community Foundation are held and administered exclusively to carry out the Fund's stated charitable purposes. *(Background)* Investments in organizations that serve the neighborhoods adjacent to The Ion District will further help equipping local communities to act on their own behalf. These commitments can include a combination of grants and program offerings responding directly to community needs. Categories of commitments, recipient, and distribution metrics will be dictated by Principal Developer
2. **Commitment:** Within 180 days of the execution of this Agreement, if designated, the Complete Communities Improvement Fund may

serve as a grant-making organization for the purposes of administering and disbursing community Early Capacity Building Funds provided by Principal Developer in accordance with the terms of this Agreement, and may administer and make grants to any individual, business, or organization in accordance with the terms of this Agreement, objectives of the Community Advisory Council and whom the CCIF Advisory Board identifies as aligned with the Complete Communities Action Plans.

EXHIBIT D**COMMUNITY INVESTMENT REPORT INFORMATION**

The following is an outline of the information to be provided by the Principal Developer in the Community Investment Report described in section 5.1 of this Agreement. Such report shall include, but not necessarily be limited to:

- A. **A summary of the development improvements made in The Ion District in the previous year.**
- B. **With respect to Economic Opportunities, Workforce Training and Development, and Access to Innovation:**
 - 1. **Innovation-Focused Programming for Residents, Businesses and Entrepreneurs.**
 - a. *Community Investment Report Metrics:* The reported number of events per month and year, summary of attendance to events and programming by residents and businesses and demographics of attendees.
 - b. **Inclusive Tech Entrepreneurship Accelerator Program.**
 - i. *Community Investment Report Metrics:* The reported number of minority and women-owned businesses receiving technical assistance and where available the number of minority and women-owned startups created, incubated, or expanded.
 - c. **Tech Sector Job Training and Upskilling Program (Grant).**
 - i. *Community Investment Report Metrics:* The reported number of students trained per year, number of job and apprenticeship placements and where available the average wage of placed individuals broken out by race, gender and other demographic indicators.
 - d. **Inclusive Tech Entrepreneurship Investment Fund –(Investment).**
 - i. *Community Investment Report Metrics:* The dollar value of the capital contributed by Principal Developer into the fund, and where available the number of minority and women-owned startups receiving investment from the fund (as reported by the fund manager to Principal Developer).
 - e. **Small Business Leased Space Opportunities.**
 - i. *Community Investment Report Metrics:* The location and name of tenants that satisfy this requirement. Annual reporting of the status of tenancy of spaces within The Ion, District Garage, and other Principal Developer-controlled spaces in terms of local ownership and demographics of tenant ownership.

C. With respect to Supporting and Ensuring Housing Affordability in Surrounding Communities:

a. Affordable Housing Fund.

i. *Community Investment Report Metrics:* The dollar value of the capital contributed by Principal Developer into the fund, and where available, the number of housing units produced (created and preserved), the income range served, affordability period and types of organizations receiving loans as a result of the fund.

b. Housing Counseling & Eviction Protection Grant.

i. *Community Investment Report Metrics:* The dollar value of the grant contributed by Principal Developer, recipients of the grant, and summary of the grantee selection process. Where available, the number of households that receive counseling services as a result of the grant.

c. Supportive Housing Grant.

i. *Community Investment Report Metrics:* The dollar value of the grant contributed by Principal Developer, recipients of the grant, and summary of grantee selection process. Where available, the number of housing units produced (created and preserved) and income range served as a result of the grant.

d. Homelessness Services.

i. *Community Investment Report Metrics:* The dollar value of the capital contributed by Principal Developer and selected recipient. Where available, the number of people connected with housing, the number of outreach contacts and the number of referrals as a result of the funding.

D. Participation of Minority and Women Owned Business Enterprises:

1. Minority and Women Owned Business Enterprise Contracting.

a. *Community Investment Report Metrics:* Confirmation of participation goals, number of MWBE firms utilizing technical assistance, number of proposals submitted by MWBE firms, number of contracts awarded to MWBE firms, and the amount of dollars spent on MWBE firms.

2. MWBE Investment Opportunities.

a. *Community Investment Report Metrics:* Summary of the engagement of the selected MWBE firm.

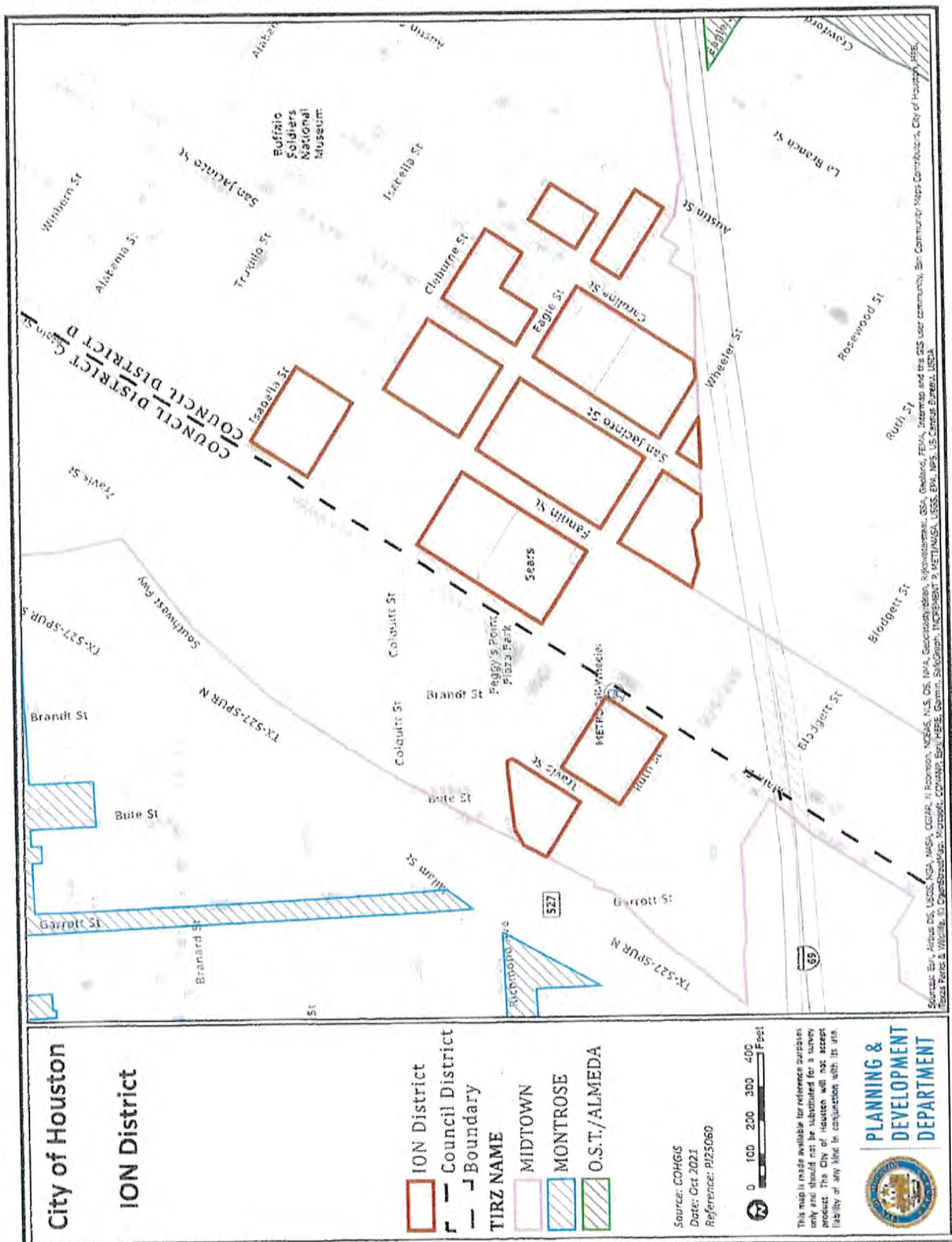
E. Additional Commitments Demonstrating University's Leadership:

1. Early Capacity Building Investments.

a. *Community Investment Report Metrics:* The number and name of organizations receiving funds, the amount of funding disbursed to each and the described purpose of each grant.

2. Community Access.
 - a. *Community Investment Report Metrics*: Log of room usage.
3. Sustainability.
 - a. *Community Investment Report Metrics*: LEED certification or other program reporting from Principal Developer and third-party developers.

Exhibit A





REQUEST FOR BOARD ACTION

Meeting Date: September 11, 2025

Agenda Item VI f: Consideration and Possible Action to Approve the Successful Bidders (TCH Development Inc. and Venus Builders) under the Request for Builder and Developer Services as issued on July 01, 2025.

ACTION SUMMARY

Approval of this agenda item will authorize HLB to contract with the successful bidders as described under the Houston Land Bank Request for Proposals for Builder and Developer Services as issued originally on July 01, 2025.

BACKGROUND/OVERVIEW (Background of the Agreement and Summary)

The original HLB Request for Proposal for Builder and Developer Services was posted on July 01, 2025, and closed on July 29, 2025. There were four submissions under the posting (Alta Homes, TCH Development Inc., Twins Construction & Home Repair Services LLC & Venus Builders). HLB staff presented the results of this procurement to the P & O committee in the August 27, 2025, committee meeting. The committee approved moving the procurement forward with the successful bidders. Successful bidders for this procurement are those submissions receiving a score of 70% or above. The grading breakdown is as follows:

Alta Homes	Score: 68 % (unsuccessful bidder)
TCH Development Inc.	Score: 71.67 %(successful bidder)
Twins Construction & Home Repair Services LLC	Score: 04% (unsuccessful bidder)
Venus Builders	Score 80.33% (successful bidder)

HLB staff recommends proceeding with TCH Development Inc. and Venus Builders as successful bidders, as they meet the prescribed requirements. Should the Board of Directors approve this item, HLB will move forward with contracting with the successful bidders.



REQUEST FOR PROPOSALS (RFP)

Builder & Developer Services:

Release Date: July 1, 2025

Response Deadline: July 29, 2025 by 5pm CST

Submission due via [HLB Intake Form](#)

1. Introduction & Background

The Houston Land Bank (HLB) is soliciting proposals from experienced builders and developers to support its affordable housing efforts. Through this RFP, HLB seeks qualified professionals to provide construction cost estimates for floor plans in its housing catalog and conduct development readiness evaluations for lots located throughout Houston, including those within flood-prone areas.

HLB plays a central role in transforming underutilized land into productive community assets by facilitating the development of high-quality, affordable homes. As part of its mission, HLB works with nonprofit, public, and private sector partners to identify development opportunities, reduce barriers to entry, and guide investments that promote neighborhood stabilization and equitable growth.

This engagement will help HLB refine construction budgeting, assess the feasibility of building in challenging environmental conditions, and make data-informed decisions about lot disposition and future builder partnerships. Selected respondents will be tasked with evaluating architectural designs and development conditions from a practical builder's perspective to inform HLB's strategies for affordable housing delivery.

Note: Respondents selected for this engagement must agree to abstain from participation in the HLB Builder Program as a qualified builder or developer for a period of **two (2) years** from the execution date of any agreement resulting from this RFP.

2. Scope of Work

Qualified respondents will be expected to:

P.O. Box 2549, Houston, Texas 77252
281.655.4600

houstonlandbank.org

A. Floor Plan Pricing

- Review and evaluate selected floor plans
- Provide **detailed construction cost estimates** for each plan based on local building costs.
- Include pricing scenarios for different levels of finish (base, standard, and resilient/fortified options).
- Identify cost add-ons or reductions related to site conditions (e.g., floodplain mitigation, slab height).

B. Floodplain-Specific Construction Readiness

- Estimate additional costs for building homes within Houston floodplains (e.g., elevation requirements, special permitting, drainage design).
- Identify constraints or considerations that may impact timelines and feasibility.
- Provide recommendations for resilient construction methods and materials.

C. Lot Evaluation & Development Readiness

- Conduct site assessments of pre-identified HLB-owned lots to evaluate:
 - Access to infrastructure and utilities
 - Lot size and slope
 - Site conditions requiring remediation or prep
 - Neighborhood compatibility with selected floor plans
- Provide a scoring matrix or brief report on lot readiness from a builder's perspective.
- Recommend optimal floor plans per lot or cluster of lots based on constructability and cost-efficiency.

3. Submission Requirements

Responses must include the following:

- **Firm Information:** Name, address, primary contact, and builder registration/licenses.
- **Relevant Experience:** Brief overview of experience with affordable housing construction, floodplain building, and cost estimating.
- **Project Team:** Names, titles, and qualifications of key personnel.
- **Sample Work:** Include at least two samples of previous cost estimation reports or lot assessment documents.
- **Approach & Timeline:** Proposed methodology and expected timeframe to complete the requested services.
 - **Plan Pricing**



- **Site Evaluation**
- **Proformas**
- **References:** At least three recent client references on company letterhead with contact information.
- **Acknowledgment of Non-Participation Clause:** Written confirmation that the respondent is not a current HLB builder in any capacity and agrees not to apply or participate as a builder/developer in the HLB Builder Program for two (2) years from the agreement date, if selected.

4. Evaluation Criteria

Evaluation Category	Points
Relevant Experience & Expertise	30
Clarity of Methodology	20
Floodplain Construction Knowledge	20
Team Qualifications	10
Cost & Fee Structure (if applicable)	10
References	10
Total	100

5. Project Timeline (Subject to Change)

Milestone	Date
RFP Issued	July 01, 2025
Q&A Deadline	July 11, 2025 by 5pm CST
Submission Deadline	July 29, 2025 by 5pm CST
Selected Respondents Notified	August 2025
Project Start Date	August 2025

6. Submission Instructions

Submissions must be submitted via [HLB Intake Form](#)

All submissions must be received by July 29, 2025 by 5pm CST

7. Questions

All questions must be submitted via email to procurements@houstonlandbank.org by July 11, 2025 by 5pm CST. Answers will be shared publicly at www.houstonlandbank.org/resources

8. Terms & Conditions

- HLB reserves the right to reject any or all submissions and to waive minor informalities in the selection process.
- Selected respondents must **agree not to participate in the HLB Builder Program or apply for builder/developer status** with the Houston Land Bank for a period of **two (2) years** from the date of agreement execution.
- HLB may request additional documentation prior to contracting.
- Participation in this RFP does not guarantee work or inclusion in future development opportunities or lot sales.





REQUEST FOR BOARD ACTION

Meeting Date: September 11, 2025

Agenda Item VI g: Consideration and Possible Action to Approve the Successful Bidder (SKA Consulting, L.P.) under the Request for Environmental Services as issued on May 30, 2025.

ACTION SUMMARY

Approval of this agenda item will authorize HLB to contract with the successful bidder as described under the Houston Land Bank Request for Proposals for Environmental Services, originally issued on May 30, 2025. This work is imperative as it supports the HLB clean-up efforts for the Former City of Houston Velasco Incinerator Project, which the United States Environmental Protection Agency-Brownfields Program funds.

BACKGROUND/OVERVIEW (Background of the Agreement and Summary)

The original HLB Request for Proposal for Environmental Services was posted on May 30, 2025, and closed on July 11, 2025. There were four submissions under the posting (Harden Enterprise Services LLC, DBA "HE Disaster Restoration", SKA Consulting, L.P., UES, and WM Constructors). HLB staff presented the results of this procurement to the P & O committee in the August 27, 2025, committee meeting. The committee approved moving the procurement forward with the successful bidder. Due to the nature of this project, only one bidder will be chosen. The Successful bidder for this procurement is the bidder that receives the highest score on their submission.

Harden Enterprise Services LLC, DBA "HE Disaster Restoration"

Score: 0 % (unsuccessful bidder)

SKA Consulting, L.P.

Score: 100.00 % (successful bidder)

UES

Score: 92.66% (unsuccessful bidder)

WM Constructors

Score 42.00% (unsuccessful bidder)

HLB staff recommend proceeding with SKA Consulting, L.P. as the successful bidder, as they received the highest score. Should the Board of Directors approve this item, HLB will move forward with contracting with the successful bidder.



Request for Proposals for Environmental Services

Former City of Houston Velasco Incinerator

Funded by
United States Environmental Protection Agency
Brownfields Program

Issued: May 30, 2025

Submission Deadline: 5 p.m. Central time July 11, 2025

[HLB Intake Form](#)

Questions and submissions should be emailed to
procurements@houstonlandbank.org; please see RFP for detailed instructions.

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Purpose

The Houston Land Bank (HLB) is initiating this Request for Proposals (RFP) to solicit proposals from firms interested in participating in a project to provide professional services related to its FY24 U.S. Environmental Protection Agency (EPA) Cleanup Grant. This solicitation is being issued in compliance with all applicable federal, state and local regulations including, but not limited to 2 CFR 200 and 1500 as well as any applicable prevailing wages (i.e. Davis-Bacon Act).

The purpose of the project is to remediate the former City of Houston Velasco Street Incinerator property so that it can be redeveloped into a viable community asset.

RFP TIMELINE

RFP Schedule and Timeline	Date
RFP Issued	May 30, 2025
Deadline for Questions	June 20, 2025
Responses to Questions Published	June 30, 2025
Submission Deadline	July 11, 2025
Notification of Finalists	Upon review by the Evaluation Committee
Award of Contract	Upon approval by the HLB Board

Background/Introduction

The HLB was awarded a Fiscal Year 2024 EPA Brownfield Cleanup Grant to plan and implement cleanup activities at the former City of Houston (COH) Velasco Street Incinerator in Houston, Texas (Site).

The HLB is a government corporation that promotes workforce development, community development, economic development, and affordable housing through our land inventory throughout the communities we serve. We acquire vacant, deteriorated, and often contaminated properties and turn them into productive use. In addition, HLB encourages and supports resilient planning and development efforts that create affordable housing units, provide economic opportunity, and encourages community-centric redevelopment in various Houston sub-markets.

The HLB adopts a holistic approach that considers the community's and other stakeholders' needs and aspirations, achieving success through innovative practices that expand the organization's capacity to serve our community. HLB seeks to create an ecosystem of resilient neighborhoods and districts where all individuals have the opportunity to thrive. Our community partners supplement our community-focused

approach, which requires empathy and understanding of disinvested neighborhoods' unique challenges and opportunities. Additionally, HLBs align with the goals and objectives of the City of Houston's Complete Communities Plans, which center around a healthy, economically thriving, equitable, and sustainable Houston for everyone. HLB will also work with these partners to create specific program and policy solutions to address development needs in pilot and future neighborhoods and advance public trust and community partnerships.

The City of Houston, is the petrochemical capital of the U.S., and the city's East End (pop. 29,053) was established along the banks of the Buffalo Bayou and Houston Ship Channel. East End is also home to hundreds of brownfields including the subject Site. Formerly a municipal incinerator facility for the city, it operated from the 1930s through the late-1960s resulting in the deposition of up to thirty-five (35) feet of incinerator waste on approximately two-thirds of the site. Environmental testing between 2006 and 2019 showed impacted soil containing elevated levels of arsenic, lead, mercury, polychlorinated biphenyls (PCBs), volatile organic compounds (VOCs), semi-volatile organic compounds (sVOCs), dioxins, and furans above applicable Texas Risk Reduction Act (TRRP) Protective Concentration Limits (PCLs). Groundwater is also impacted by lead, VOCs, and SVOCs above applicable PCLs. It remains the greatest burden to adjacent property owners and the surrounding community.

The Site is 4.56 acres of heavily vegetated vacant land located at the 800 Block of Velasco Street. It is located just north of Navigation Boulevard and south of Buffalo Bayou. All site buildings were removed by 1995, except for incinerator stacks, a concrete building foundation, and a sanitary sewer lift station. The site has been vacant for nearly sixty (60) years and is bound on all sides by chain-link fencing.

Through extensive community engagement, there is overwhelming support for parks, recreation, and innovative design strategies to increase access to the Buffalo Bayou Park and to repurpose former industrial properties into community assets. Due to its close proximity to the southern edge of Buffalo Bayou Park, the Site is key to unlocking access to the greater park system with plans for a public park with trail connections and amenities as outlined in two COH plans: *Buffalo Bayou East Master Plan* and *Complete Communities Action Plan*.

HLB is seeking a qualified firm (Contractor) as defined in 40 CFR § 312.10 to implement remediation activities as outlined within this RFP, HLB's FY2024 EPA Brownfields Cleanup Grant Cooperative Agreement Workplan, and the draft Analysis of Brownfields Cleanup Alternatives (ABCA). The selected Contractor's responsibilities will include tasks more fully described under the Scope of Work. The selected Contractor will work under the direction of HLB's staff and/or representatives, and will work in collaboration with other project stakeholders, as necessary. The EPA, and the Texas Commission of Environmental Quality (TCEQ) will be actively involved in the project including reviewing and approving appropriate documents and providing regulatory oversight throughout the duration of the project.

Scope of Work

HLB seeks proposals from qualified and experienced individuals and/or firms for professional environmental services. **The grant completion date is 9/30/2028.**

Remediation efforts will follow Remedial Alternative #2, as outlined in the **ABCA (Attachment A)**. Cleanup activities will include the removal of the concrete foundation and all vegetation, excavation and redistribution of impacted soil, and construction of a two-foot thick engineered clay cap to prevent exposure and ensure long-term containment. Additionally, a Municipal Setting Designation (MSD) ordinance and certificate will restrict the use of groundwater for potable purposes. Specific cleanup details, including confirmatory sampling and post-cleanup monitoring requirements are provided in the ABCA.

The tasks below represent the scope of services being requested; however, HLB may request the selected firm to attend progress meetings with HLB staff to assess and evaluate project progress.

TASK 1: CLEANUP PLANNING and REGULATORY COMPLIANCE

- Finalize the ABCA to be submitted to the EPA and TCEQ
- Develop a Response Action Plan (RAP), incorporating community feedback, detailing methods for excavation, capping, and waste management, in compliance with Texas Risk Reduction Program (TRRP) standards.
- Prepare a Quality Assurance Project Plan (QAPP) and Healthy and Safety Plan (HSP) to be submitted for approval from EPA
- Prepare, if applicable, a Site-Specific Quality Assurance Project Plan (SSQAPP) for confirmatory sampling and field observation, adhering to EPA and OSHA guidelines.
- Obtain all necessary permits required for remediation activities (e.g., COH, TCEQ.)
- Ensure compliance with Davis-Bacon Act wage requirements and all other applicable cross cutting federal authorities.

Deliverables: Final ABCA, QAPP, HSP, RAP, quarterly status and groundwater monitoring reports (estimated at three (3)).

TASK 2: SITE CLEANUP AND ENVIRONMENTAL OVERSIGHT

- Oversee and implement cleanup activities including but not limited to: site clearing; excavations; site grading, construction of cap; preparation for Ball Street extension; air and runoff monitoring and mitigation; installation of additional monitoring wells for post-closure monitoring.
- Cleanup plan - ensuring compliance with the RAP and all regulatory requirements.
- Monitor and document contractor activities, ensuring proper procedures for excavation, waste disposal, capping and site restoration.

- Implement confirmatory sampling and analysis to verify the effectiveness of remediation measures.
- Provide weekly status reports, including photographic documentation and progress summaries as well as monthly summary reports (1-2 pages max.) summarizing monthly activities and anticipated activities for the following month.
- Subsequent to the completion and TCEQ approval of all response action activities, post-closure activities will commence including closure of unnecessary groundwater monitoring wells, operation and maintenance of cap and post-closure groundwater monitoring and reporting.

Deliverables: Quarterly status reports (including groundwater analysis, construction monitoring, daily logs, laboratory reporting, and waste manifests); Response Action Completion Report (including final construction details, quality assurance confirmations, laboratory results, etc.; MSD Ordinance and Certifications; and TCEQ VCP Conditional Certificate of Completion.

Submission Instructions

Response Deadline:

All Proposals must be submitted electronically in one combined and less than 25MB pdf via the HLB [Intake Form](#) no later than **5:00 Central Time on July 11, 2025**. Submittals received after that date and time will be rejected without review. Submittals that arrive on time, but are incomplete, and/or do not follow the submittal requirements will be rejected. Please note that HLB has an email attachment size limitation of 25 MB. It is the firm's responsibility to confirm HLB's receipt of its proposal. The subject line shall be "PROPOSAL EPA CLEANUP GRANT RFP". The body of the email shall contain the following information:

- RFP title;
- Name of Proposer; and
- Name, address, email and phone number of the contact person for any questions concerning the response.

Rejection of Proposals:

HLB will have the right to reject any and all proposals and in particular to reject a proposal not received by the date above or any proposal in any way incomplete or irregular. HLB further reserves the right to accept the proposal which is in the best interest of HLB. HLB reserves the right to reject any proposal if HLB's review of the above submittals and its investigation fails to establish that the Contractor possesses to the satisfaction of HLB, in its discretion, the qualifications necessary to fully, properly and timely carry out all obligations described in this RFP. The Contractor will upon successful award be required to execute a contract with HLB.

Minimum Qualifications:

HLB requires a well-managed and financially sound firm with demonstrated skills and technical ability, high levels of customer service, responsiveness, and satisfaction, to fulfill the requirements outlined in this RFP.

Davis Bacon Act and Prevailing Wages:

In accordance with 40 CFR 33, the selected contractor(s) selected for this project acknowledges and shall comply with the provisions of the Davis-Bacon Act and the applicable prevailing wage requirements. These requirements apply to all construction work performed on the site under this contract. The project is funded with federal resources, and as such, is subject to all relevant requirement under 40 CFR 33, including the application of prevailing wage rates under the Davis-Bacon Act. The selected contractor and subcontractors must comply with all regulatory provisions for labor standards enforcement, including penalties for noncompliance.

Disadvantaged Business Enterprises (DBE):

Per 40 CFR 33, state firm's status as a DBE or non-DBE and if a DBE subcontractor is being included as a part of the response. If the firm is claiming DBE status for itself or a subcontractor, valid certifications must be included in the response. Neither the respondent nor a subcontractor will be considered a DBE without valid certification submitted as a part of the response. If subcontracted services were solicited as a part of the response, describe and document the firm's compliance with 40 CFR 33.

Additionally, the Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Recipients are required to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement. A Native American recipient or prime Contractor must follow the six good faith efforts only if doing so would not conflict with exiting Tribal or Federal law, including but not limited to the Indian Self-Determination and Education Assistance Act.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

2. Make information on forthcoming opportunities available to DBEs, arrange time frames for contracts, and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State, and Local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6. If the prime Contractor awards subcontracts, require the prime Contractor to take the steps in items 1 through 5.

Technical Proposal

The following items must be included in a firm's response:

1. **Cover Letter/Executive Summary** – Provide a cover letter (no longer than 2 pages) indicating your interest in serving as the organization to conduct the scope of work for HLB. Describe how the delivery of services will be provided and the anticipated response time to requests. Include the name, phone number and email address for the proposal evaluation contact and the signature of a person authorized to bid/negotiate the terms of the proposal.

2. **Profile and Experience** – This section of the proposal should establish the ability of the firm to satisfactorily perform the required work by demonstrating experience in performing work of a similar nature; competence in the services to be provided; strength and stability of the firm; staffing capability; workload; and record of meeting schedules on similar projects. Describe the firm's experience in working on cleanup projects. If applicable, identify subcontractors by company name, address, contact person, telephone number, and project function. Describe the firm's experience working with each subcontractor and information specific to the subcontractor's qualifications to perform the identified services.

3. **Staffing and Project Organization** – Describe the method that will be used to manage the project and subcontractors as well as identify key personnel assigned. Submit a project organization chart that shows relationships among the project staff and subcontractors and assigned work tasks. Provide resumes (no longer than 2 pages) of the proposed Project Manager and other key personnel.

4. **Work Plan/Methodology** – Provide a detailed narrative that addresses the Scope of Work requirements and shows the firm's understanding of the proposed project and shall contain sufficient detail to convey the firm's knowledge of the subjects and skills necessary to successfully complete the project. Include a timeline that includes key milestones.

5. **Cost Proposal** –Provide an itemized and detailed price list of the fees to provide this service including staff costs, hourly rates and any other expenses necessary to accomplish the tasks and deliverables. The evaluation under this section is designed to award the contract not necessarily to the lowest bidder but to the proposal that best meets the requirements of the RFP.

6. **References** – Provide three (3) organizations HLB can contact as a reference for working with you to provide these services. Include the name, title, email address, and telephone number who is most knowledgeable about the work performed.

Selection Criteria and Process

Proposals will be evaluated by HLB and its representatives in considering the completeness of the proposal and how well the proposal meets the needs of HLB. Proposals will be evaluated by HLB on the clarity of the proposal, the understanding of the project, the cleanup, its objectives and the responsiveness to the scope of work. Additionally, the degree to which the respondent demonstrates an ability to work effectively and coordinate activities with HLB's project team, EPA, TCEQ and other interested stakeholders. Each proposal will be evaluated against the following criteria:

Criteria	Points
Cover Letter and Submittal: Technical quality, completeness and clarity of submittal.	5
Demonstrated experience in addressing contaminated properties	20
Demonstrated experience in successfully completing tasks/projects meeting timelines, scope and budget demands	20
Demonstrated experience in effectively engaging with community members, tribal communities, and federal and state agencies	10
Experience and capacity of project team/personnel	15
Reasonableness of cost/price proposal (e.g., rates) based on a comparison of prices among competing offerors and other available information on market rates for consulting services (2 CFR 200.404)	25

References: Quality of references for projects of similar size, scope and complexity.	5
Total Points Possible:	100

Interviews (if necessary):

HLB may conduct virtual interviews at its sole discretion. If interviewed, respondents will be encouraged to elaborate on their qualifications, performance data and staff expertise relevant to the contract, among other things. Respondents will be contacted to schedule interviews.

Contractual Terms and Conditions

The resulting contract will be through the completion of the grant term, 9/30/2027. HLB may amend or extend this contract to accommodate the terms and conditions of the 2024 Brownfields Cleanup Grant or future EPA grants awarded to HLB provided a market survey conducted by HLB indicates that prices the contractor proposes are reasonable.

The successful firm will be expected to execute a contract with HLB on a form that is approved by HLB's attorney.

Costs of Submitting a Proposal:

The cost of submittal and any related expenses, including travel and presentations, shall be entirely the responsibility of the Respondent. HLB reserves the right to reject any and all proposals.

Additional Resources

The project has had a long history of getting to where it is today. Firms responding to this RFP should thoroughly review the following important background documents, including the following environmental documents (listed on the following page) as well as documents pertaining to public meetings and press materials. All of these resources can be found at www.bankingvelasco.org:

- 2006 Phase II ESA | City of Houston
- 2017 Phase I ESA | Texas Commission on Environmental Quality
- 2019 Phase II ESA | Environmental Protection Agency
- 2023 Phase I ESA | Houston Land Bank
- FY24 EPA Brownfields Cleanup Grant Proposal & ABCA
- 2024 Drinking Water Survey Report
- 2024 Affected Property Assessment Report (APAR)

Questions

All questions regarding information in this RFP shall be sent via email to procurements@houstonlandbank.org no later than June 20, 2025 Central Time. Questions and answers will be posted to the HLB website for all respondents to review. The email MUST have "HLB EPA Cleanup Proposal Question" in the subject line.

All questions will be answered in writing within ten (10) business days after the question deadline and posted at houstonlandbank.org/resources under the Procurement tab.

Rules Governing Competition

Examination of Proposals

Firms should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP. Firms should become fully aware of the nature of the work and the conditions likely to be encountered in performing the work.

Proposal Acceptance Period

Award of this RFP is anticipated to be announced within forty-five (45) calendar days from the deadline date; however, all offers must be complete and irrevocable for one hundred twenty (120) days following the submission date.

Confidentiality

The content of all proposals will be kept confidential until the selection of the Contractor is publicly announced. At that time, the selected proposal may be open for review. All materials submitted in response to this RFP will become the property of HLB. See **Section XIII Confidential/Proprietary Information** for additional information and instructions.

Signature Requirements

All proposals must be signed by an officer or other agent of a corporate vendor if authorized to sign contracts on its behalf; a member of a partnership; the owner of a privately-owned vendor; or other agent if properly authorized by a power of attorney or equivalent document. Signature of the Cover Letter will meet this requirement. Failure to sign the proposal is grounds for rejection. The name and title of the individual/s signing the proposal must be clearly shown immediately below the signature.

Oral Change/Interpretation

No oral change or interpretation of any provision contained in this RFP is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications or amendments to proposal documents are deemed necessary by HLB.

Modification/Withdrawal of Proposals

A firm may withdraw a proposal at any time prior to the final submission date by sending written notification of its withdrawal, signed by an agent authorized to represent the company. The firm may thereafter submit a new proposal prior to the final submission date; or submit written modification or addition to a proposal prior to the final submission date. Modifications offered in another manner, oral or written will not be considered. A final proposal cannot be changed or withdrawn after the submission date, except for modifications requested by HLB after the date of receipt and following interviews (if applicable).

Confidential/Proprietary Information

The content of proposals will be kept confidential until the selection of the Contractor is announced. At that time, the selected proposal is open for review to the competing proposers only (except for information properly identified as being proprietary). After the award of the contract, all submitted proposals shall become public information except for properly identified proprietary information. If a proposer wishes individual pages, which contain actual business, proprietary information to be held confidential, each page must be marked and an explanation furnished of its proprietary nature. In addition to marking individual pages, the Proposal's Cover must also be annotated with the words "THIS PROPOSAL CONTAINS PROPRIETARY INFORMATION". "Confidential and Proprietary" information is not meant to include any information which, at the time of disclosure, is generally known by the public and/or competitors.

Debarment Certification

HLB must ensure that the selected contractor is not debarred from receiving federal funds. All respondents shall provide a properly executed form ensuring the contractor is not debarred from receiving federal funds. (See **Appendix B**)

Non-Collusion Certification

HLB must ensure that the selected contractor is in compliance with Texas laws governing non-collusion. (See **Appendix C**)

ATTACHMENT A

ANALYSIS OF BROWNFIELDS CLEANUP ALTERNATIVES

The ABCA can be reviewed [here](#) and can be found in the FY24 EPA Brownfields Cleanup Grant Proposal under “Documents” at www.bankingvelasco.org

ATTACHMENT B
DEBARMENT CERTIFICATION FORM

This statement must be reproduced on company letterhead and signed by an authorized representative of the firm.

I, _____ an authorized representative of
_____ (company) certify that
_____ (company) is not debarred from
receiving Federal funds.

_____(signature)

_____(print name)

_____(title)

_____(date)

ATTACHMENT C

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

SUBSCRIBED and sworn to before me the undersigned authority by _____ the _____ of, _____ on behalf of said bidder.

Notary Public in and for the
State of Texas

My commission expires: _____



REQUEST FOR BOARD ACTION

Meeting Date: September 11, 2025

Agenda Item IV h:

Consideration and Possible Action to Approve the Execution by the Houston Land Bank CEO of the Amendment, Extension, and Restatement of the Fannie Mae Statement of Work (CTR047468) to the Master Services Agreement (CTR047466).

Action Summary

The Houston Land Bank (“HLB”) seeks Board approval to enter into an amended and reinstated Statement of Work (SOW) under Master Services Agreement CTR047466 with Fannie Mae. This contract outlines an extended scope and timeline to continue implementation of the Finding Home Initiative — a pilot housing program aimed at increasing production of resilient, affordable, and energy-efficient homes across historically underinvested Houston neighborhoods.

Background/Overview

On August 8, 2024, the HLB Board authorized participation in the Finding Home Initiative, allowing the CEO to execute the corresponding and mandatory agreements. HLB subsequently entered into a Master Services Agreement (CTR047466) and Statement of Work (CTR047468) with Fannie Mae to implement the initiative.

The original Statement of Work included Deliverables 1 through 12. The amendment introduces additional Deliverables beginning with Deliverable 13 to capture extended program activities such as:

- FORTIFIED Demonstration Home – design and construction of a model home that achieves FORTIFIED Gold certification, serving as a test case for permitting, community education, and resilience demonstration. This deliverable will be completed in collaboration with Auburn University’s Rural Studio, leveraging their expertise in resilient, affordable design.
- Plan Catalog Publication and Distribution – completion and release of the Finding Home plan catalog with pre-approved, resilient designs for use across multiple neighborhoods.
- Final Program Evaluation and Closeout Report – capturing program impact, builder education outcomes, sustainability metrics, and recommendations for replication.

In addition, the amendment extends the overall conclusion date from September 2025 to December, 2026, ensuring adequate time for the demonstration home, catalog launch, and project closeout. The total contract amount has been amended from \$220,000 to \$600,000.

Recommended Action

Staff recommends approval to enter into the amended and reinstated SOW agreement with Fannie Mae to continue execution of the Finding Home Initiative under the terms described.

P.O. Box 2549, Houston, Texas 77252
281.655.4600

houstonlandbank.org

AMENDMENT #1 - CTR050155 TO
STATEMENT OF WORK CTR047468
TO MASTER SERVICES AGREEMENT CTR047466

THIS AMENDMENT (the "Amendment") is entered into by and between Fannie Mae and **HOUSTON LAND BANK** (Supplier") to modify and amend the above-referenced Statement of Work (the "SOW"). The SOW is part of and governed by the above-referenced Master Services Agreement (the "Agreement"), which remains in full force and effect, as supplemented or modified by this Amendment to the SOW. The Effective Date of this Amendment is the date listed underneath Fannie Mae's signature below. Capitalized terms shall have the meanings defined in this Amendment, the SOW or the Agreement. If there is a conflict between the terms of this Amendment and the terms of any other part of the Agreement, the terms of this Amendment shall govern.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Extension of Term:** The term of the SOW is hereby extended until all of the Services and Deliverables have been completed by Supplier and accepted by Fannie Mae, unless terminated prior to such time in accordance with the Agreement.
2. **Overview of Changes to Services:** The following is a general description of additional or revised Services or Deliverables to be provided by Supplier under the SOW:
 - SOW revised and restated in its entirety with additions
 - Extend end date to 12/31/2026.
 - Deliverables table revised and restated
 - Fee table revised and restated

1. Points of Contact

Listed below are the points of contact for the parties with regard to this Statement of Work.

Contract Point of Contact	Supplier	Fannie Mae Corporate Procurement
Name:	LaTosha Okoiron	Geri Lovelace
Title:	General Counsel & Compliance Director	Category Management Lead Associate
Mailing Address:	PO Box 2549 Houston, Texas 77252	Granite Park VII 5600 Granite Parkway Plano, TX 75024
Phone:	713-253-4289	972-861-6065
E-mail:	lokoiron@houstonlandbank.org	geri_r_lovelace@fanniemae.com
Business Point of Contact (Project Manager)	Supplier	Fannie Mae Business Unit
Name:	Lindsey Williams	James Anderson
Title:	Director of Community Development	Director – Industry and Community Impact
Mailing Address:	PO Box 2549 Houston, Texas 77252	1100 15th Street, NW Washington, DC 20005
Phone:	713-253-4434	972-656-8825
E-mail:	lwilliams@houstonlandbank.org	james_b_anderson@fanniemae.com

CONFIDENTIAL

CTR050155

SUP383977 - HOUSTON LAND BANK

3. Services and Deliverables

A. Overview of Services

The following is a general description of the Services that Supplier will perform under this Statement of Work::

Initiative or Project Title:	Houston Land Bank: Finding Home Initiative
General Description of Initiative or Project:	<p>Houston Land Bank will create a scalable and replicable plan to facilitate the construction of new, resilient housing supply on small infill lots utilizing pre-permitted housing plans. Fannie Mae's support of this project will lead to an increase of the available supply of housing in Houston by approximately 200 new homes.</p> <p>In Houston, small vacant lots are often overlooked to build new housing supply due to complex permitting requirements, limited access to development financing, and a lack of scalable resilient construction strategies. Simultaneously, developers face challenges implementing FORTIFIED standards in affordable housing without clear support mechanisms, and potential homebuyers struggle to access mortgage products aligned with resilient infill homes.</p> <p>The <i>Finding Home</i> project, led by the Houston Land Bank in partnership with the Houston Community Land Trust, will test small, resilient, energy-efficient, and affordable homes in seven (7) underserved neighborhoods. The initiative will generate real-world data on financing, permitting, and construction challenges, while also exploring how builders, developers, homeowners, and lenders navigate the end-to-end development and mortgage process, including incorporating resilient building approaches. Through this work HLB will generate actionable data that informs scalable financing, permitting, and policy strategies that improve access to resilient infill development for developers and homebuyers.</p>
General Description of Services to be performed by Supplier in connection with Initiative or Project:	<p>The HLB will create a catalog with a minimum of 7 home plans that will lead to the development of at least 10 homes on HLB lots. At least two of the plans will directly serve Houston Community Land Trust (HCLT) buyers at 60% AMI and below.</p> <ul style="list-style-type: none"> • Lead a community-engaged design process to ensure neighborhood-specific plans including outreach programs and workshops. • Work with architects and sustainability consultants to create plans for energy-efficient, resilient, accessible, and affordable homes. • Complete compliance review of plans for accessibility and resilience qualifications. • Support resiliency education for architects, builders, and homebuyers. • Secure pre-approval of plans from regulatory agencies. • Initiate marketing and outreach efforts. • Build a demonstration home on an HLB lot which will be used as a training tool and model for developers, and an educational tool for residents, city staff, and other stakeholders. • Engage local developers to promote sales of small lots with pre-permitted plans and support training and certification to FORTIFIED construction standards. Acquire in-depth knowledge about perceptions and challenges to build on small lots, building to the FORTIFIED standard, how developers access funds, and how builders, lenders and borrowers access construction to permanent financing for these properties. • Sell 10 HLB-owned land parcels with plan catalog, developers complete construction and close sales to homebuyers. Sale of parcels will be designed to assess developer interest in using a set of pre-permitted plans. • Work with Auburn University Rural Studios (AURS) to leverage their expertise in small plan, resilient, and affordable building (e.g. contributing plans to the catalog, site fitting plans to lots, providing technical assistance to developers). • Engage local realtors and lenders to educate them about the Finding Home initiative and understand the financing products that support the purchase of completed homes. • HLB will facilitate one or more opportunities for Fannie Mae to meet with developers, prospective homebuyers, city staff, HCLT, and other stakeholders at demonstration home construction site during the term of this contract. <p>The HLB will partner with LISC Houston Resources, Access, Mentorship, and Pathways (R.A.M.P.) program which will provide additional learnings about developer challenges to increasing housing production.</p> <p>The HLB will also partner with HCLT, Centerpoint Energy, the City of Houston, and others to help prepare residents for homeownership.</p>

CTR050155

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	<ul style="list-style-type: none"> • Work with the Houston Community Land Trust and others to support financial education initiatives including community-wide workshops reaching 75 participants per session and one-on-one counseling with a HUD-certified counselor serving at least 100 households overall. • Begin income-qualifying certification through City of Houston, to access downpayment assistance.
Roles and Responsibilities of Supplier:	<p>HLB will work frequently and collaboratively with Fannie Mae to clarify the scope, format, and nature of the individual deliverables identified in this document, as well as the timeline, implementation steps and feedback loop for achievement.</p> <p>HLB will provide deliverables at agreed upon timelines and updates on changes to milestones and deliverables. They will participate in monthly touchpoint meetings and share any lessons learned/key findings with the Fannie Mae Project Manager(s).</p> <p>HLB will sign Memorandum of Agreement with AURS to establish partnership and receive architectural design and technical assistance.</p>
Roles and Responsibilities of Fannie Mae:	The Fannie Mae Project Manager(s) will review deliverables and provide timely feedback according to the agreed upon terms (as noted above under Roles and Responsibilities of Supplier) for individual deliverables. Any requests for additional information, beyond the details described or reasonable requests required to complete the deliverables outlined within this document, shall require written amendment executed by both parties.

B. Revisions: Key Project Milestones, Deliverables and Acceptance Criteria

The Milestones, Deliverables and acceptance criteria listed below are restated and revised to read as follows:

#	Milestone or Deliverable Title	Milestone or Deliverable Description	Completion Date	Acceptance Criteria
1	Contract Execution	Execution of SOW with Fannie Mae	Upon execution of contract.	Finalized scope of work
2	Onboard Sustainability Consultant	Onboard a Sustainability Consultant to act as the chief advisor on sustainable building practices and technologies. Provide expertise in green building standards, including LEED, WELL, or similar certifications, to ensure that all housing projects achieve desired environmental and health benchmarks.	10/30/24	Executed MOU or contract identifying responsibilities of the consultant.
3	Quarterly Progress Report #1	<p>HLB will provide quarterly updates to summarize program progress, performance, and metrics that will contribute to information included in the final report.</p> <p>Additional items to include in 1st report:</p> <ul style="list-style-type: none"> • documentation of mechanisms used by HLB to ensure 10-year affordability and HCLT permanent affordability. • As applicable, documentation of community design and sustainability workshops: outreach strategy, meeting agenda and materials, aggregated data about participants (race, ethnicity, family size, zip code, homeowner/ renter), and meeting highlights. 	10/30/24	A written report detailing overall program status including metrics, aggregate data of participants in community engagement and homeownership counseling, parcel disposition, lessons, etc. (See Exhibit A for "Quarterly Report" guidance and expectations)
4	Onboard architects	HLB will onboard architects.	10/30/24	Contracts with architects.
5	Sustainability metrics review, design selection, design review, and development	Design team will evaluate the targeted sustainable metrics of the draft housing plans. Project managers and sustainability officers will evaluate and integrate sustainable practices.	12/2/24	Summary of climate risks for the neighborhoods and how they were assessed, risk mitigation strategies and goals/target metrics, and energy efficient goals/target metrics. Goals may include but not be limited to:

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				HERS score, FORTIFIED roofs, Energy Star Single-Family New Homes National program requirements, Zero Energy Ready Home program, and designed to LEED Certified criteria.
6	Plan attributes and progress tracking document	HLB will develop a method to monitor a minimum of 7 housing plans against affordable, accessible, energy-efficient, and resilient attributes.	12/2/24	Finding Home Sustainability Checklist document, tracking each plan and the targeted metrics. Checklist to include but not be limited to: <ul style="list-style-type: none"> • Target neighborhood • Square feet • ADA compliance standards • # of bedrooms and bathrooms • Permitting status • Detailed breakdown of resiliency and energy efficiency standards
7	Quarterly Progress Report #2	HLB will provide quarterly updates to summarize program progress, performance, and metrics that will contribute to information included in the final report. Additional items to include in 2nd report: <ul style="list-style-type: none"> • plan permitting update: submissions and approvals • homeowner education workshop materials (outreach plan, facilitator/speaker bios, planned agendas, etc.) and outreach plan for one-on-one homebuyer education counseling (marketing information, list of organizations providing counseling, etc.) 	1/15/25	A written report detailing overall program status including metrics, aggregate data of participants in community engagement and homeownership counseling, parcel disposition, lessons, etc. (See Exhibit A for "Quarterly Report" guidance and expectations)
8	Homeowner disaster preparedness	Design curriculum and conduct training sessions	1/15/25	MOU or service agreement with partners to develop and lead training, agenda, training materials, bios of trainers.
9	Contractor FORTIFIED education	Organize and convene educational sessions with specialists in FORTIFIED construction practices and contractors	1/15/25	MOU or service agreement with partners to develop and lead training, agenda, training materials, bios of trainers.
10	Quarterly Progress Report #3	HLB will provide quarterly updates to summarize program progress, performance, and metrics that will contribute to information included in the final report.	4/15/25	A written report detailing overall program status including metrics, aggregate data of participants in community engagement and homeownership counseling, parcel disposition, lessons, etc. (See Exhibit A for "Quarterly Report" guidance and expectations) Homeowner disaster preparedness meetings: summary of participants (total number, aggregated race & ethnicity data), summary of questions/themes Contractor FORTIFIED Education: summary of participants (total number, aggregated race & ethnicity data)
11	Onboard Replat Specialist	HLB will onboard replat specialist to initiate large tract brownfield site replat	4/15/25	Contract with replat specialist

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12	Quarterly Progress Report #4	Report summarizing activities and lessons Additional items to include in 4th report: <ul style="list-style-type: none"> Site plan of replat indicating which plans will be used, unit count, and potential sustainable metrics for the subdivision. 	7/15/25	A written report detailing overall program status including metrics, aggregate data of participants in community engagement and homeownership counseling, parcel disposition, lessons, etc. (See Exhibit A for "Quarterly Report" guidance and expectations)
13	Launch developer training and lending landscape baseline	Launch of HLB's support for the LISC R.A.M.P program and 2025 Banker's Fair report	9/15/25	Signed agreement and onboarding report including APM hire confirmation, finalized tracking systems and analysis of lending environment, developer financing needs, and other learnings based on 2025 Bankers Fair insights
14	Production of plan catalog and promotional event	Host Finding Home catalog launch and informational event.	10/15/25	A copy of the public catalog, attendee list, and any other presentation or event materials.
15	Developer-Lender Exchange and Quarterly Progress Report #5	Host 2025 Development Day and summarize learnings and report summarizing activities and lessons	11/15/25	Attendee list and presentation materials from Development Day 2025. Summary of themes including input from at least 10 developers about developer access to financing, lender interest in FORTIFIED and small-lot infill, and underwriting gaps; includes early parcel-level developer interest data and a written report detailing overall program status including metrics, aggregate data of participants in community engagement and homeownership counseling, parcel disposition, lessons, etc. (See Exhibit A for "Quarterly Report" guidance and expectations)
16	R.A.M.P and Homeowner engagement and Quarterly Progress Report #6	Summary of R.A.M.P developer onboarding; Summary of initial homeowner interviews; and Report summarizing activities and lessons	01/15/26	Developer feedback will focus on key topics such as permitting processes, awareness and perceptions of FORTIFIED construction standards, and experiences with acquisition, development, and construction (AD&C) financing. Potential homebuyer feedback will explore mortgage readiness, understanding of available financing options, and priorities when it comes to housing needs and preferences. A written report detailing overall program status including metrics, aggregate data of participants in community engagement and homeownership counseling, parcel disposition, lessons, etc. (See Exhibit A for "Quarterly Report" guidance and expectations)
17	FORTIFIED Permitting and Evaluation	Predevelopment and compliance for Demonstration Home, report on demonstration home and evaluation of cost variables	02/15/26	Documentation showing status of permitting with City of Houston, technical report on FORTIFIED demonstration home permitting and

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				engineering coordination; initiation of FORTIFIED Gold evaluation and analysis of time and cost variables.
18	Lot construction and financing and Quarterly Progress Report #7	Construction progress and financing report with buyer pipeline insights and report summarizing activities and lessons	04/15/26	Construction progress and financing data for at least 5 lots, including draw schedules, appraisal feedback, insurance costs and buyer pipeline insights such as feedback on permitting processes, awareness and perceptions of FORTIFIED construction standards, and experiences with acquisition, development, and construction (AD&C) financing and a written report detailing overall program status including metrics, aggregate data of participants in community engagement and homeownership counseling, parcel disposition, lessons, etc. (See Exhibit A for "Quarterly Report" guidance and expectations)
19	Homebuyer Readiness Event and Disposition Workflow Update and Quarterly Progress Report #8	Host a homebuyer readiness event and update on buyer pipeline, lot development and home sales, developer and homebuyer financing, and analysis of cost savings and report summarizing activities and lessons	07/15/26	Number of attendees and materials from homebuyer readiness event and summary of mortgage readiness trends and barriers based on input from at least 30 prospective homebuyers; home sales workflow and financing types across lots; updated developer insights on infill cost recovery, impact of pre-development activities, and summary of construction timelines and a written report detailing overall program status including metrics, aggregate data of participants in community engagement and homeownership counseling, parcel disposition, lessons, etc. (See Exhibit A for "Quarterly Report" guidance and expectations)
20	Quarterly Progress Report #9	Report summarizing activities and lessons	10/15/26	A written report detailing overall program status including metrics, aggregate data of participants in community engagement and homeownership counseling, parcel disposition, lessons, etc. (See Exhibit A for "Quarterly Report" guidance and expectations)
21	Final Integrated Findings + Policy Recommendations	Comprehensive final report including policy recommendations for scaling in Houston and other locations	12/15/26	Comprehensive final report synthesizing all findings: annotated permitting and finance workflows, builder and buyer feedback, FORTIFIED learnings, infill development policy recommendations, guidance for scaling across HLB lots and in other locations

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4. Supplier Personnel

The Supplier Personnel who will perform Services related to this Statement of Work are listed on the attached Exhibit 1, which is incorporated herein by reference.

5. Changes to Fees for Services: The following Fees for Services Section of the SOW is revised to read as follows:

Total Fixed Fee for Services Billed on a Fixed Fee Basis:			\$ 600,000
If the Fixed Fee is payable in installments, payments are due according to the following schedule upon review and acceptance in accordance with the section of the Agreement entitled "Acceptance."			
#	Deliverable/Service	Installment Amount	Payment Date In Chronological Order
Paid under PO #4006667495		\$210,000	
1	Contract execution	\$30,000	Paid
2	Onboard Sustainability Consultant	\$77,000	Paid
3	Quarterly Progress Report #1		
4	Onboard architects		
5	Sustainability metrics review, design selection, design review, and development	\$18,000	Paid
6	Plan attributes and progress tracking document		
7	Quarterly Progress Report #2	\$35,000	Paid
8	Homeowner disaster preparedness		
9	Contractor FORTIFIED education		
10	Quarterly Progress Report #3	\$30,000	Paid
11	Onboard Replat Specialist		
12	Quarterly Progress Report #4	\$20,000	Paid
Paid under new PO created upon execution of Amendment #1 CTR050155		\$390,000	
13	Launch developer training and Lending Landscape Baseline	\$80,000	9/15/25
14	Production of plan catalog and promotional event	\$50,000	10/15/25
15	Developer-Lender Exchange and Quarterly Progress Report #5	\$75,000	11/15/25
16	R.A.M.P and Homeowner engagement and Quarterly Progress Report #6	\$55,000	01/15/26
17	FORTIFIED Permitting and Evaluation	\$30,000	02/15/26
18	Lot construction and financing and Quarterly Progress Report #7	\$20,000	04/15/26
19	Homebuyer Readiness Event and Disposition Workflow Update and Quarterly Progress Report #8	\$35,000	07/15/26
20	Quarterly Progress Report #9	\$5,000	10/15/26
21	Final Integrated Findings + Policy Recommendations	\$40,000	12/15/26

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6. Subcontractors

N/A

7. Documents Incorporated by Reference

In addition to the documents that are included in the definition of "Agreement" or that are incorporated by reference elsewhere in the Agreement, the following are documents (proposals, marketing materials, etc.) that are incorporated by reference into the Agreement with respect to this Statement of Work:

- ☐ There are no other documents incorporated by reference into the Agreement.
- ☒ There are documents incorporated by reference, which are listed below:

Addendum A: Quarterly and Final Report Guidance

Exhibit 1: Supplier Personnel

8. Special Terms

For purposes of this SOW Section 8 "Ownership" of the Agreement is deleted and replaced by the following:

Section 8 "Use of Deliverables." Subject to the following limitations, Supplier grants Fannie Mae a non-exclusive, irrevocable, perpetual, royalty-free, fully paid-up, transferable, unrestricted, worldwide license for internal or external purposes, to use, modify, copy, display, distribute, with no duty to account, the Deliverables. Notwithstanding the foregoing, Fannie Mae (i) acknowledges that certain elements of the Deliverables will be proprietary and confidential to Supplier and agrees to only leverage or otherwise scale elements of the Deliverables that are generic in nature and concepts reproducible independently from the engagement with Supplier; and (ii) acknowledges that the home plans have been or will be developed by third party architects for Supplier and that Supplier may not have full right, title, and interest therein; Fannie Mae therefor agrees that it shall not reproduce or create derivative works based on such home plans, the use of which by Fannie Mae shall be strictly limited to evaluation and reference purposes in the context of the effort hereunder and not to be reproduced otherwise in any way; Supplier hereby represents and warrants, however, that it has secured or will secure, as applicable, all necessary licensing and sublicensing rights in the same for and in furtherance of the Services and this engagement.

- 9. Execution of this Amendment:** This Amendment is binding upon the execution by authorized representatives of both parties, with the Effective Date being the date specified below. This Amendment may be executed in counterparts, each of which will be deemed an original, but which, together, will constitute one and the same instrument. A facsimile or email transmission by one party to another party of an executed signature page of this Amendment shall have the same effect as delivery of an original signature page. The transmitting party shall forward the original signature page upon request of the receiving party.

Agreed to by:

FANNIE MAE

Supplier: HOUSTON LAND BANK

By: _____

By: _____

Name: Stephanie Bahr

Name: Christa Stoneham

Title: VP & Chief Procurement Officer

Title: CEO and President

Effective Date: _____

Date: _____

Exhibit A: Quarterly and Final Report Guidance

This document was created to help provide guidance for the Quarterly Update and Final Report on Program Progress and Outcomes and deliverables. The information included below details the minimum required standards and metrics needed to fulfill reporting expectations. Please feel free to include additional metrics, updates and insights relative to the project status and performance.

Quarterly Update on Program Progress and Outcomes

Outline program progress and overall performance to date, performance metrics, key accomplishments/ milestones attained, including any roadblocks, constraints and mitigants, risks or opportunities identified, and lessons learned. Inclusive of updates/metrics which speak to progress towards targeted outcomes.

- Project status summary/key accomplishments and milestones; metrics showing progress towards targeted outcomes
- Outreach and engagement summary (type of date of activity; number of people engaged, locations, etc.)
- As appropriate homeowner education community workshop info: Documentation of outreach/marketing activities, list and bios of experts leading the sessions, meeting agendas, summary of participants (total number, resident zip codes.), meeting materials, meeting notes (themes of questions)
- One-on-one homebuyer education data: Copies of outreach/marketing materials; summary of financial coaching/services provided (type of service, # of participants, zip codes, aggregated credit scores and income range; summary of information of client referrals and links to other services, data for CLT prospective homeowners)
- Referrals to City for DPA qualifying: total # per quarter, outcomes from referrals if known
- Information related to Auburn University Rural Studio engagement (tasks during the quarter, outcomes, etc.)
- Status updates on construction and completion of the demonstration home
- Parcel-level disposition and construction data, including sales price, draw schedules, and financing types
- Marketing and communications summary (newsletters, blog posts, social media, speaking engagements, etc.)
- Number of inquiries or applications received from prospective buyers
- Homeowner insights on mortgage access, homebuyer readiness, and perception/preference for resilient housing
- Home sales to homebuyers and financing of home sales
- Roadblocks/risks & mitigations; opportunities
- Key takeaways and lessons learned including reflections about ease or challenge of incorporating resiliency and energy-efficiency features into plans
- Additional requests as noted in Key Project Milestones, Deliverables and Acceptance Criteria table

Final Report on Program Progress, Lessons Learned, Outcomes, and Scalability/Replicability

- Analysis of underwriting gaps, insurance alignment, and lending obstacles for FORTIFIED infill housing
- Detailed documentation of the builder experience with permitting, FORTIFIED standards, and small-lot development workflows
- Parcel-level data on home construction cost, lot sales price, draw schedules, and financing structures used
- Defined benchmarks and lessons from testing the Finding Home Plan Catalog, including pre-permitting and design performance
- Recommendations for how builders and homeowners can more effectively access capital, including product suggestions
- Training outcomes for both builders and homeowners in navigating financing tools and mortgage options
- Best practices or strategy for scaling production and sharing lessons for replication in Houston and other locations

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EXHIBIT 1 TO**AMENDMENT #1 - CTR050155 TO****STATEMENT OF WORK CTR047468****TO MASTER SERVICES AGREEMENT CTR047466****SUPPLIER PERSONNEL**

The following are Supplier Personnel who will perform Services related to the above-referenced Statement of Work. Supplier shall notify Fannie Mae of proposed additions, deletions or other changes to the Supplier Personnel who perform Services by sending an e-mail to the Fannie Mae Business Point of Contact listed on the first page of this Statement of Work. Any such proposed additions, deletions or other changes shall not take effect until approved by Fannie Mae by e-mail to the Supplier Business Point of Contact listed on the first page of this Statement of Work or by a written Amendment to this Statement of Work signed by authorized representatives of both parties.

Name	Role Title	Does Non-Compete Apply? Y/N	Personnel Location City, State	Rate Card Hourly Rate	Discounted Hourly Rate*	Estimated Start Date on Project	Estimated End Date on Project	Estimated Total Hours on Project	Extended Discount Provided	Estimated Total Cost
Lindsey Williams	Director of Community Development	No	Houston, TX	N/A	N/A	Duration of engagement		N/A	N/A	N/A
Issai Mendez	Accounting Manager & Director of Finance	No	Houston, TX	N/A	N/A	Duration of engagement		N/A	N/A	N/A
LaTosha Okoiron	General Counsel & Compliance Director	No	Houston, TX	N/A	N/A	Duration of engagement		N/A	N/A	N/A
Christa Stoneham	CEO & President	No	Houston, TX	N/A	N/A	Duration of engagement		N/A	N/A	N/A
Donesha Albrow	Program Manager	No	Houston, TX	N/A	N/A	Duration of engagement		N/A	N/A	N/A
LeKendra Drayton	Administrative Assistant	No	Houston, TX	N/A	N/A	Duration of engagement		N/A	N/A	N/A
Total Services Fee Shall Not Exceed:								N/A	N/A	N/A

For Fixed Fee Engagements Only: The estimated hours, total hours and estimated total cost are listed only to provide insight into how the pricing for this Statement of Work was calculated. The amount payable for this Statement of Work shall not be increased if the actual hours exceed the estimated hours or decreased if actual hours are less than the estimated hours.



REQUEST FOR BOARD ACTION

Meeting Date: September 11, 2025

Agenda Item VI i: Consideration and Possible Action to Approve the Houston Land Bank to enter into an agreement to provide consulting services to LISC Houston in participation of the LISC Houston RAMP (Resources, Access, Mentorship, and Pathways) Emerging Developer Program

Action Summary

Staff requests Board approval for the Houston Land Bank (HLB) to enter into an agreement with LISC Houston to provide consulting services in support of the LISC Houston RAMP Emerging Developer Program. Under this agreement, HLB will provide technical expertise, training alignment, and program support that advances affordable housing goals and developer capacity building across Houston.

Background/Overview

The LISC Houston RAMP (Resources, Access, Mentorship, and Pathways) Emerging Developer Program is designed to build the capacity of small- and mid-sized developers by providing technical assistance, mentorship, and access to resources to successfully deliver affordable housing projects in Houston.

LISC Houston has invited the Houston Land Bank to participate as a consulting partner, leveraging HLB's expertise in land banking, builder procurement, affordable housing development, and program implementation. HLB's role will include:

- Providing structured input into curriculum design and delivery.
- Aligning training modules with the Traditional Home Program and other HLB initiatives.
- Offering technical guidance on land acquisition, pre-development, permitting, and construction processes.
- Supporting emerging developers in navigating systemic barriers and accessing pathways to successful project completion.

Participation in this program strengthens HLB's partnerships with community-based organizations and aligns with its mission to expand affordable housing opportunities, foster equitable development, and grow a diverse pipeline of developers.

The agreement with LISC Houston will include compensation to HLB for staff time and resources dedicated to the program, with terms and scope of work negotiated and defined prior to execution.

Recommended Action

Staff recommends that the Board of Directors approve the Houston Land Bank to enter into an agreement with LISC Houston to provide consulting services in participation of the LISC Houston RAMP Emerging Developer Program once the contract is finalized

P.O. Box 2549, Houston, Texas 77252
281.655.4600

houstonlandbank.org



CONSULTANT AGREEMENT COVER PAGE

CONSULTANT INFORMATION	
This Consultant Agreement ("Agreement") is by and between Local Initiatives Support Corporation , a New York not-for-profit corporation with its principal offices located at 28 Liberty St, 34th Floor, New York, NY 10005 ("LISC") and Houston Land Bank ("Consultant").	
PA Number:	1017035-2
Type of Action:	Consulting Contract
Consultant Name:	Houston Land Bank
DBA, if applicable:	
Consultant Address:	PO Box 2549 Houston, TX, 77252
UEI:	H7UXMLN4STU5
SAM Expiration Date:	03/29/2024
Consultant Primary Contact:	Christa Stoneham Chief Executive Officer and President Email: cstoneham@houstonlandbank.org Address: PO Box 2549, Houston, TX, 77252
Contract Effective Date:	10/01/2025
Contract End Date:	12/31/2026
Contract Amount:	\$38,186.50

August 11, 2025

PROGRAM ACTION #: 1017035-2

Dear Christa Stoneham:

CONSULTING AGREEMENT

This Consulting Agreement (the “Agreement”), is entered into on **October 1, 2025** (the “Effective Date”) by and between **Local Initiatives Support Corporation**, a New York not-for-profit corporation with its principal offices located at 28 Liberty St, 34th Floor, New York, NY 10005 (“LISC”), and **Houston Land Bank** with a principal place of business at PO Box 2549, Houston, TX, 77252 (“Consultant”). The primary Consultant contact for this contract is Christa Stoneham at cstoneham@houstonlandbank.org.

RECITALS

WHEREAS, LISC wishes to engage Consultant to provide services, as more particularly described in Exhibit A to this Agreement, and Consultant wishes to provide such services to LISC,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of mutual promises and covenants set forth hereunder, the parties agree as follows:

I. Services (Exhibit A – Compensation/Payment)

1. Services. Consultant shall provide the services set forth in Exhibit A, attached to and made a part of this Agreement (the “Services”).
2. Compensation. Consultant’s entitlement to compensation shall not be delayed, reduced, or forfeited due to delays or failures in LISC’s scheduling, participant recruitment, or other coordination obligations. Payments shall be due within thirty (30) days of invoice for deliverables completed by consultant in accordance with Exhibit A, regardless of LISC’s internal scheduling or coordination.
3. Standards. Consultant shall perform the Services diligently and completely, and in a highly professional manner, consistent with the quality delivered by other firms providing comparable services, in accordance with all applicable professional standards, all applicable legal requirements, and the requirements set forth in this Agreement. If the Services requires Consultant to enter upon or otherwise access LISC’s property, Consultant (including without limitation any personnel or contractor) shall observe and comply with LISC’s policies, standards, and guidelines, including, without limitation, confidentiality of information (and physical and information security), equal employment opportunity, and harassment prevention.
4. Compliance with Laws. Consultant shall comply with all applicable laws, rules, regulations, and ordinances relating to the performance of the Services, including but not limited to any licensure and registration requirements.

5. Progress Reporting. From time to time, upon LISC's request, Consultant shall prepare and deliver periodic status reports that outline Consultant's progress in connection with the Services, in addition to any specific reporting requirements on Exhibit A.

II. Term for Cause

1. Term. The term of this Agreement shall be for the period set forth in Exhibit A (the "Term"), unless terminated earlier in accordance with the provisions of this Part II.
2. Termination for Cause. LISC may terminate this Agreement for cause only upon the occurrence of a material breach by Consultant that materially impairs Consultant's ability to perform the Services, which breach remains uncured for thirty (30) days following written notice. Changes in Consultant's senior management shall not constitute cause unless such changes materially impair Consultant's ability to perform.
3. Termination for No Cause/Convenience. Either party may terminate this Agreement upon sixty (60) days' written notice to the other party. In the event of termination by LISC, Consultant shall be entitled to compensation for (a) all Services and deliverables satisfactorily completed through the termination date; (b) reimbursement for all reasonable noncancellable expenses already incurred in reliance on this Agreement, whether or not specifically pre-approved by LISC, provided such expenses are documented; and (c) reimbursement for reasonable staff time expended in reliance on this Agreement.

III. Confidentiality

1. Defined. The confidentiality obligations set forth herein shall be mutual. LISC shall also protect Consultant's confidential and proprietary information, including but not limited to internal financial data, program strategies, and pre-existing materials, with the same degree of care used to protect its own confidential information, but not less than reasonable care.
2. General Obligations. Except as expressly permitted in this Agreement, Consultant shall not disclose or make use of the Confidential Information, and shall prevent the disclosure or unpermitted use of any Confidential Information by its officers, directors, principals, employees, agents, representatives, or third parties authorized to receive such Confidential Information pursuant to this Agreement. In consideration of the foregoing, Consultant agrees:
 - (a) Consultant shall notify and obtain written approval from LISC prior to conducting any data collection from an individual, another organization, or an agency on behalf of LISC for any purpose other than as contemplated under this Agreement.
 - (b) Consultant shall not access, use, exploit, reverse-engineer, decompile, disassemble, or embody Confidential Information or any portion thereof, except on a "need to know" basis and solely for the purposes of performing the Services; and shall receive and hold Confidential Information in strict confidence (subject to clause (c), below), and take all necessary measures, exercising the same degree of diligence and care that it exercises to protect its own information of a similar nature, but in no event less than a reasonable degree of care, to prevent disclosure to others.
 - (c) Consultant shall limit the dissemination or distribution of Confidential Information to those of its officers, directors, principals, employees, representatives, agents, or

contractors who have a need to know the Confidential Information to further the purposes of this Agreement and who are subject to confidentiality obligations no less stringent than those contained in this Agreement, and require such officers, directors, principals, employees, representatives, agents, consultants and contractors who have access to any Confidential Information to agree to limit their use of such Confidential Information to permitted purposes and to hold such Confidential Information in strict confidence until such time the Confidential Information becomes available to the public generally through no fault of Consultant or its officers, directors, principals, employees, representatives, agents, or contractors.

(d) Consultant shall implement and utilize security measures, including appropriate policies and protocols, and physical and virtual security controls, to protect against the improper use, loss, access, modification, and disclosure or dissemination of any Confidential Information obtained or received by Consultant in its performance of the activities contemplated under this Agreement.

3. Compelled Disclosures. In the event Consultant is required to disclose any Confidential Information by applicable law, court order, or government regulation, Consultant shall promptly notify LISC of such requirement and provide such assistance as may be requested by LISC to obtain an order or other reasonable assurance that confidential treatment will be accorded to Confidential Information so disclosed. In any event, Consultant shall limit such disclosures to that portion which Consultant is compelled to disclose by law, court order, or government regulation.
4. Remedies. Consultant expressly acknowledges and agrees that the unauthorized disclosure or dissemination of Confidential Information will cause severe and irreparable damage to LISC, and that such damage will be difficult to ascertain with definitiveness and certainty, and that LISC will not have an adequate remedy at law for actual breach. Therefore, LISC shall be entitled, together with any other appropriate legal and equitable remedies available to a non-breaching party, to (a) seek specific performance of the terms and conditions of this Part III; (b) obtain injunctive relief in a court of competent jurisdiction, without having to post a bond, prohibiting the continued disclosure of Confidential Information; and (iii) to recover any damages and legal expenses, including reasonable attorneys' fees and expenses actually incurred, which LISC may be legally entitled to recover or obligated to pay. Consultant acknowledges and agrees that each provision contained in this Part III or any other agreement between the parties, and that the existence of any claim or cause of action by Consultant against LISC, whether predicated upon this Agreement or any other agreement between the parties, shall not constitute a defense to the enforcement by LISC of the terms and conditions contained in this Agreement. For purposes of this Part III, Consultant agrees that the actions of its officers, directors, employees, principals, agents, representatives, and contractors with respect to the Confidential Information shall be imputed to Consultant, regardless of whether such individual acted within his or her scope of employment or engagement.
5. Return or Destruction of Confidential Information. Within thirty (30) days after termination or expiration of this Agreement, or within thirty (30) days of any request from LISC, Consultant shall return, or destroy (and certify to LISC of such destruction) of Confidential Information.

IV. Work Product/Intellectual Property

1. Consultant agrees that any program-specific content created solely for LISC under this Agreement ('Work Product') shall be deemed a work made for hire and owned by LISC. Consultant shall retain ownership of all pre-existing and general-use materials, know-how, templates, methodologies, and tools ('Consultant Materials'). Consultant grants LISC a non-exclusive, royalty-free license to use Consultant Materials solely as incorporated into the Work Product for program purposes. Nothing in this Agreement transfers ownership of Consultant's pre-existing materials or general expertise. Consultant agrees that any and all right, title and interest of any kind and nature whatsoever in and to the Work Product, including, without limitation, copyrights, patents, trademarks, trade secrets and any other proprietary and intellectual property rights, shall be exclusively owned by LISC. Consultant agrees to deliver to LISC any and all Work Product, including, without limitation, any and all copies thereof, immediately upon completion of the services or as otherwise requested by LISC.
2. To the extent that any of the Work Product is deemed, by operation of law, to not be a work made for hire, Consultant hereby assigns to LISC the ownership rights and title in and to such work, and LISC shall have the right to obtain and hold in its own name any trademark, copyright, patent, and any other registrations and similar protection which may be available in the Work Product. Consultant agrees to give LISC or its designees all assistance reasonably required to perfect such rights.
3. Consultant will not be responsible for any infringement that relates to any intellectual property owned by LISC or any materials supplied by LISC.

V. Indemnification

1. Generally. To the maximum extent permitted by applicable law, each party shall defend, indemnify, and hold harmless the other party, its officers, directors, employees, and agents from and against any costs, claims, liabilities, or expenses to the extent arising out of (a) the indemnifying party's breach of this Agreement, (b) gross negligence or willful misconduct, or (c) infringement caused by materials supplied by the indemnifying party.
2. Non-Infringement. Without limiting the indemnification obligations set forth in subsection 1, above, of this Part V, in the event of a claim that any Work Product or other deliverable provided by Consultant under this Agreement, or any component thereof, infringes a copyright, trademark, patent or other intellectual property right of a third party, Consultant shall: (a) at Consultant's option and sole cost, procure the right for LISC to use and allow others to use the Work Product and any other deliverable provided by Consultant under this Agreement; (b) at Consultant's sole cost and option, replace or modify the Work Product or other deliverable provided by Consultant subject to claims of infringement, so that the Work Product or such other deliverable is no longer infringing a third party intellectual property right; provided, however, that such replacement or modified Work Product or deliverable shall be substantially in accordance with the specifications set forth in Exhibit A, if any, and otherwise in form and substance acceptable to LISC; or (c) refund any sums LISC has remitted under this Agreement for the Work Product or affected deliverable, which, in LISC's reasonable but sole determination, is unusable. Nothing in this subsection shall be construed as a waiver by LISC of its rights to pursue any other rights or remedies available to it under law or in equity.
3. Limitation of Liability; Exclusions. Except for liability arising from gross negligence, willful misconduct, breach of confidentiality, or indemnification obligations, each party's aggregate liability under this Agreement shall not exceed the total fees paid or payable under this Agreement.

VI. Miscellaneous

1. Right to Work.

(a) Consultant and each of its officers, directors, principals, employees, agents, representatives, and contractors meet, or will meet, all federal (including without limitation the Immigration Reform and Control Act of 1986), state, and local requirements, regulations, rules, ordinances, regarding the “right to work” in the United States. If requested by LISC, Consultant shall provide documentary evidence that Consultant and any individual assigned or engaged to perform the Services, in whole or in part, have legal status to work in the United States.

(b) Executive Order 13224. Consultant represents and warrants that Consultant, and its principals and any other individual performing any portion of the Services is not now, and has never been, named on (i) the list of Specifically Designated Nationals and Blocked Persons established pursuant to Executive Order 13224 and maintained by the United States Department of Treasury’s Office of Foreign Assets Control or any successor agency or other entity, or (ii) any other list of terrorists or terrorist organizations maintained by an agency of the United States or any other governmental authority. Consultant shall submit such information as LISC may reasonably request to enable LISC to confirm that Consultant and its principals and any other individuals performing any portion of the Services are not named on any such list.

2. Authority. Consultant represents that: (a) it has sufficient rights, power, and authority to execute and deliver this Agreement, and to perform its obligations under this Agreement; (b) it has taken all necessary action to authorize the execution and delivery of this Agreement; (c) the execution and performance of Consultant’s obligations will not result in a breach of or conflict with any other agreement to which Consultant is a party or is bound; and (d) this Agreement is and shall be the legal, valid, and binding obligation of Consultant and shall be enforceable in accordance with its terms.

3. Independent Contractor Status. Consultant is an independent contractor to LISC. Nothing in this Agreement, or the performance by Consultant of the Services, shall be construed to create an employment, agency, partnership, or joint venture relationship between the parties. The status of Consultant’s officers, directors, principals, employees, agents, representatives, and contractors shall be that of independent contractors and not as an employee or agent of LISC. Accordingly, Consultant acknowledges and agrees that neither Consultant nor any of its officers, directors, principals, employees, agents, representatives, or contractors are eligible to participate in any employee welfare or other benefit plans, however characterized, maintained by LISC, and shall not be entitled to unemployment compensation at the termination or expiration of this Agreement. Consultant agrees to assume all responsibility and liability for any and all federal and state employers’ liability, workers’ compensation, social security, and unemployment insurance requirements with respect to Consultant and its officers, directors, principals, employees, agents, representatives, and contractors. Consultant agrees to pay and report, or require to be paid and reported, all federal, state, and local income, employment and payroll withholding taxes, and other governmental taxes or charges for individuals performing any portion of the Services, including without limitation federal and state income tax withholding, FICA, FUTA, SDI, and state payroll taxes, as may be applicable. Neither Consultant, nor any of its officers, directors, principals, employees, agents, representatives, or contractors, shall represent themselves as LISC’s agent or spokesperson, or make any announcements relating to the activities of LISC, or any of its grantees or investees, unless permitted by LISC. Consultant shall complete and submit to LISC an

independent contractor verification questionnaire, attached as Attachment I, upon completion of which shall be made a part of this Agreement. Consultant acknowledges and agrees that the effectiveness of this Agreement, and LISC's engagement of Consultant, shall be subject to the review and acceptance of the completed questionnaire.

4. Nondiscrimination. Except to the extent exempt under applicable law, Consultant represents and warrants, and covenants at all times during the performance of this Agreement, that it does not, and will not, discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, gender identity, disability or other handicap, age, marital/familial status, veteran status, or status with regard to public assistance. Except to the extent exempt under applicable law, Consultant shall take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, tenure, terms, conditions or privileges of employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. If required by, and subject to, applicable law, Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth similar nondiscrimination policies. Except to the extent exempt, and subject to, applicable laws, Consultant shall state, in all solicitations or advertisements for employments placed by or on its behalf, that qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, disability, or veteran status. Consultant shall promptly, and in any event not later than three (3) business days, notify LISC of any complaint or suit initiated against Consultant on the basis of discrimination because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, gender identity, disability or other handicap, age, marital/familial status, veteran status, or status with regard to public assistance. LISC may terminate this Agreement immediately upon the occurrence, or threat of occurrence, of any of the foregoing, in its sole discretion.
5. Debarment/Suspension. Consultant represents and warrants, and certifies, that Consultant and its principals, employees, and contractors (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined in 31 C.F.R. Part 19) by any Federal department or agency; (b) have not within a three (3) year period preceding the date of this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) or private agreement or transaction; violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously directs its (or their) present responsibility; (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in the foregoing clause (b); or (d) have not within a three (3) year period preceding the date of this Agreement had one or more public transactions (Federal, state or local) terminated for cause or default. Consultant shall notify LISC promptly, and in any event not more than three (3) business days, after the occurrence of any actual or proposed debarment, suspension, ineligibility or voluntary exclusion of Consultant or any of its principals, employees, and contractors from covered transactions by any Federal department or agency, or the conviction or civil judgment rendered against Consultant or any of its principals, employees, and contractors for any of the

offenses enumerated in clause (b) of this Section. LISC may terminate this Agreement immediately upon the occurrence, or threat of occurrence, of any of the foregoing, in its sole discretion.

6. Survival. The following provisions shall survive expiration or termination of this Agreement: Part III (Confidentiality); Part IV (Intellectual Property); and Part V (Indemnification; Liability).
7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law rules.
8. Notices. All notices, requests, demands, consents, waivers and other communications given under any of the provisions of this Agreement shall be in writing (or by fax, e-mail, or similar electronic transmission confirmed in writing) and shall be deemed to have been duly given or made (i) when delivered by hand, or (ii) when delivered by recognized overnight delivery service, or (iii) if given by mail, three (3) days after deposited in the mails by certified mail, return receipt requested, sufficient postage prepaid, or (iv) if given by fax, e-mail, or similar electronic transmission, when sent and receipt has been confirmed, addressed to such address as the addressee may have specified in a notice duly given to the other addressee.
9. Assignment/Subcontracting. Consultant may engage subcontractors or guest speakers, facilitators, and subject-matter experts to perform portions of the Services, provided Consultant remains responsible for their performance. Consultant shall provide LISC with reasonable notice of such engagements; prior written consent shall not be required.
10. Waiver. No delay or failure on the part of LISC in exercising any rights under this Agreement, and no partial or single exercise of any such rights, shall constitute a waiver of such rights or of any other rights under this Agreement.
11. Severability. If any provision of this Agreement should, for any reason, be held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been contained in this Agreement.
12. Entire Agreement. This Agreement, together with all exhibits, schedules, and attachments to this Agreement and Consultant's bid submission and proposal, if any (and only to the extent the terms therein do not contradict or conflict with the terms contained in this Agreement), contain the entire agreement of the parties with respect to the transactions contemplated in this Agreement, and supersedes all prior proposals, negotiations, agreements, and understandings relating to such transactions.
13. Duplicate Originals; Counterparts. Two or more duplicate originals of this Agreement may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument. Electronic or portable document format (.pdf) signatures shall be treated as original signatures. The exchange of a fully executed Agreement, in counterparts or otherwise, by facsimile or electronic scanning, shall be sufficient to bind the parties to the terms and conditions of the Agreement.
14. Additional Funding Source Requirements. Consultant acknowledges and agrees that this

Agreement, and Consultant's performance of the Services, may be subject to additional requirements, which, if any, are set forth in Exhibit B, attached to and made a part of this Agreement. By this reference, Consultant makes all required representations, warranties, and covenants set forth in Exhibit B, and agrees to comply with all requirements set forth in said Exhibit B in its performance of this Agreement and the Services.

IN WITNESS WHEREOF, the parties hereby execute this Agreement, with each signatory warranting its authority to enter into this Agreement on behalf of the party it represents.

**LOCAL INITIATIVES
SUPPORT CORPORATION**

Houston Land Bank

Signature: _____ Signature: _____

Date: _____ Date: _____

EXHIBIT A

SERVICES, TERM, AND COMPENSATION

I. Services

The Consultant will serve as both an instructional and implementation partner for Phase II of the R.A.M.P. Emerging Developer Program, delivering curriculum, technical assistance, and project management support over a **43-week period**.

This scope includes:

- Time commitments
- Deliverables by program phase
- Expectations for instructional sessions, office hours, and project management

Program Timeline

The R.A.M.P. Program runs **48 weeks** in two phases:

- **Phase I (Weeks 1–4)** – *Instruction Led by LISC*
Focus: Development fundamentals
- **Phase II (Weeks 5–48)** – *Instruction Led by HLB*
Focus: Real-time project implementation support

Phase II Breakdown:

- **Weeks 5–12: Land Acquisition & Pre-Development**
Topics: Site control, land banking, title clearing, due diligence, funding sources
- **Weeks 13–20: Design Development & Pre-Construction**
Topics: Permit pathways, working with architects, pro forma refinement
- **Weeks 21–36: Construction Execution**
Topics: Construction management, milestone tracking, change orders
- **Weeks 37–48: Construction Administration & Closeout**
Topics: Punch list resolution, closeout documentation, occupancy permits

The Consultant will assign a **Program Manager / Point of Contact** to serve as liaison with LISC for coordination, communication, and troubleshooting.

Houston Land Bank's Role for Phase II

1. **Determine Instructional Hours**
 - Collaborate with LISC Houston to allocate instructional hours for each Phase II curriculum topic.
2. **Lead Content Development**
 - Develop all Phase II instructional modules, building on Phase I content.
 - Create presentations, exercises, templates, and curated guest speaker materials.
 - Ensure content reflects real-world application and regulatory frameworks.
3. **Finalize and Submit Program Content**
 - Review, edit, and finalize instructional materials with LISC Houston.
 - Submit final content at least **5 business days** before sessions for LMS upload.
4. **Deliver Instructional Sessions**

- Lead all Phase II in-person and virtual sessions.
- Provide pre- and post-class follow-up.
- Offer technical assistance and coaching during key development phases.
- 5. **Coordinate Guest Presenters**
 - Partner with LISC to identify, coordinate, and prepare guest experts.
- 6. **Execute Program Timeline & Deliverables**
 - Follow the approved curriculum and session schedule.
 - Complete instructional and facilitation responsibilities by key milestones.
- 7. **Apply Subject Matter Expertise**
 - Provide insights in land banking, affordable housing, and pre-development.
- 8. **Provide Participant Support & Coaching**
 - Offer individual/group technical assistance, project feedback, and problem-solving support.
- 9. **Support Pre-Development Grant Selection**
 - Review participant proposals and assess project viability.
 - Recommend candidates for pre-development grant awards.
- 10. **Co-Design Evaluation Metrics**
 - Work with LISC to design metrics for land acquisition and project advancement.
 - Provide feedback on participant engagement and project feasibility.

LISC Houston's Role for Phase II

- 1. **Program Coordination**
 - Develop and share a class schedule.
 - Coordinate all in-person/virtual sessions and follow-ups.
 - Monitor participant engagement.
- 2. **Learning Platform & Materials**
 - Provide LMS for online learning.
 - Approve Phase II program structure and time allocations.
 - Upload course content to LMS and distribute materials.
- 3. **Guest Presenter & Venue Logistics**
 - Source presenters in partnership with HLB.
 - Secure venues and coordinate catering.
- 4. **Participant Management**
 - Set eligibility criteria and selection process.
 - Develop progression and graduation criteria.
- 5. **Grant Administration**
 - Manage pre-development grant application, eligibility, selection, and disbursement.
 - Ensure compliance with funding requirements.
- 6. **Program Evaluation & Reporting**
 - Collaborate with HLB on evaluation plans.
 - Assess program success, participant progress, and learning outcomes.
- 7. **Payments & Branding**
 - Disburse payments to HLB per milestone schedule.
 - Include HLB branding in program communications.
- 8. **Marketing & Public Relations**
 - Lead promotional efforts through LISC media channels.

9. Information Sharing

- Provide HLB with access to program materials, application data, attendance records, and participant information.
- Strive for at least **50%** of participants from HLB's builder pool.

Land Acquisition & Pre-Development (wks 5 – 12) Total = 8wks	2025 Oct. 20 – Nov. 14	Session Date TBD
	Nov. 17 – Nov. 21	Session Date TBD
	Nov. 24 – Nov. 28 Break	
	Dec. 1 - Dec. 19	
Break	Dec. 22 – Jan. 9	
Design Development & Pre-Construction (wks 13 – 20) Total = 8wks	2026 Jan. 12 – Feb. 6	Session Date TBD
	Feb. 9 – March 6	Session Date TBD
Construction Execution (wks 21 – 36) Total = 16wks	March 9 – April 3	Session Date TBD
	April 6 – May 1	Session Date TBD
	May 4 – May 29	Session Date TBD
	June 1 – June 26	Session Date TBD
Construction Administration & Closeout (wks 37 – 48) Total = 12wks	June 29 – July 24	Session Date TBD
	July 27 – Aug. 21	Session Date TBD
	Aug. 24 – Sept. 18	Session Date TBD

II. Deliverables and Fee Schedule:

Deliverable	Due Date	Payment Amount
1. Program Development & Program Launch <ul style="list-style-type: none"> a. Curriculum design, speaker confirmation, recruitment, and coordination setup, including creating and sourcing detailed presentations, exercises, project-based learning templates, and curated guest speaker materials. b. Individual and group-based support to participants through scheduled coaching 	10/3/25	\$3,818.65

<p>hours, project feedback sessions, and ad-hoc consultations.</p> <p>c. Orientation, onboarding, baseline survey, and platform training</p>		
<p>2. Land Acquisition & Pre-Development</p> <p>a. Site selection, permitting strategy, environmental review, education</p> <p>b. Co-design metrics that will be used to evaluate participant progress on land acquisition and project advancement.</p> <p>c. Provide formalized feedback on participant engagement and project feasibility from a land use and entitlement perspective. Participate in periodic check-ins with LISC to assess outcomes and refine support strategies.</p> <p>d. Eight hours of engagement per four week increments for each curriculum topic in Phase II, ensuring alignment with the program's educational goals and anticipated builder development needs.</p>	12/19/26	\$8,273.74
<p>3. Design Development & Pre-Construction</p> <p>a. Concept design, budgeting, lender packet development, title clearance education</p> <p>b. Permit pathways, working with architects, pro forma refinement</p> <p>c. Eight hours of engagement per four week increments Design Development & Pre-Construction topic.</p> <p>d. Provide formalized feedback & data tracking on participant engagement.</p>	3/6/26	8,273.74
<p>4. Construction Execution</p> <p>a. Construction management, milestone tracking, draw schedule training, and inspections coordination, and change orders</p> <p>b. Eight hours of engagement per four week increments for Construction Execution topic.</p> <p>c. Provide formalized feedback & data tracking on participant engagement.</p>	6/26/26	8,273.74

5. Construction Administration & Closeout a. Final report, punch list management, closeout procedures, compliance reporting, and occupancy permits. b. Eight hours of engagement per four week increments Construction Administration & Closeout. c. Provide formalized feedback & data tracking on participant engagement.	9/16/26	\$9,546.63
Total		\$38,186.50

III. Term

The term of the Agreement shall be for a period commencing as of the Effective Date (as set forth on the first page of the Agreement) and ending on **October 30, 2026**, unless terminated earlier in accordance with the provisions of the Agreement.

IV. Compensation

For the services rendered, Consultant shall be paid in accordance with the above fee schedule, not to exceed in any event **\$38,186.50** in the aggregate.

V. Additional Reporting/Submission Requirements

None

EXHIBIT B

ADDITIONAL FUNDING SOURCE REQUIREMENTS

None.

EXHIBIT B

ADDITIONAL FUNDING SOURCE REQUIREMENTS

None.