



Downtown  
Redevelopment  
Authority

**Board of Directors Meeting**  
January 10, 2023

Tax Increment Reinvestment Zone, Number Three  
City of Houston

**Downtown Redevelopment Authority**  
Tax Increment Reinvestment Zone Number Three, City of Houston

**Board of Directors Meeting**  
**January 10, 2023**

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**MINUTES OF THE REGULAR MEETING  
OF THE  
DOWNTOWN REDEVELOPMENT AUTHORITY**

December 13, 2022

The Board of Directors (the "Board") of the Downtown Redevelopment Authority (the "Authority") convened in regular session, in person and open to the public, at the Authority's office, located at 1221 McKinney Street, Suite 4250, Houston, TX 77010, on the 13<sup>th</sup> of December 2022, and the roll was called of the duly constituted officers and members of the Board, to wit:

Curtis Flowers	Chair
Michele Sabino	Vice Chair
Barry Mandel	Secretary
Regina Garcia	Director
Keith Hamm	Director
James Harrison	Director
Sherman Lewis	Director
Tiko Reynolds-Hausman	Director
William Taylor	Director

and all of said persons were present except Directors Michele Sabino, James Harrison, and Sherman Lewis.

Also present were Allen Douglas, Executive Director; Kris Larson, President; Jana Gunter, Director of Finance; and Jamie Perkins, Executive Assistant & Paralegal, all with the Authority; Kathleen Chisley, Accounting Manager; Robert Pieroni, Director of Economic Development; Albert Sanchez; Director of Strategic Initiatives, all with Central Houston, Inc. ("CHI"); Lonnie Hoogeboom, Director of Planning & Urban Design; all with the Houston Downtown Redevelopment Authority ("HDMD"); Algenita Davis, Government and Community Affairs Officer.

Additionally, guests invited to present included Muriel Foster with gener8tor; Krystle Hodge with Safety Kay; Christa Clarke and Sherhara Downing with SpeakHaus. Members of the public included Melissa Beeler with Air Alliance Houston; Krystle Hodge and Michael Moritz both with Stop TxDOT; and Ally Smither with Houston in Action.

**DETERMINE QUORUM; CALL TO ORDER**

Chair Curtis Flowers conducted a roll call. A quorum was established, and the meeting was called to order at 12:10 PM.

**INTRODUCTION OF GUESTS AND PUBLIC COMMENTS**

Chair Flowers requested all meeting attendees introduce themselves and welcomed all. Mr. Moritz stepped up and asked about the status of the buildings associated with the Lofts at the Ballpark. Executive Director Douglas responded citing that due to the rules of the Texas Open Meetings Act, he is not capable of directly responding to Mr. Moritz's question; however, ED Douglas did mention information pertaining to this topic would be included in the project update portion of the meeting. He also offered to speak with Mr. Moritz once the Board meeting adjourned.

**MINUTES OF PREVIOUS MEETINGS**

The Board considered approving the minutes of the November 8, 2022, joint meeting. No discussion took place. Upon a motion made and seconded, the Board approved the minutes of the November 8, 2022 joint Board meeting as presented.

**FINANCE & ADMINISTRATION**

**Check Register – November 2022**

Chair Flowers called on Jana Gunter to present the check register for the month of November. Ms. Gunter provided highlights of notable items on the check register ending on November 30, 2022. Discussion ensued and questions were asked and answered.

A motion was made by Director Mandel and seconded by Director Reynolds, and the November 2022 check registers were accepted as presented.

### **DOWNTOWN REDEVELOPMENT AUTHORITY PRIVATE DEVELOPMENT AGREEMENT POLICY AND CRITERIA**

Chair Flowers asked Executive Director Douglas to open a discussion on this item. Executive Director Douglas began by referring to the final draft of this policy in the materials previously provided. Next, he provided a high-level walk-through of the history and purpose of developing this policy, which will set forth a clear set of guidelines and expectations for both private developers and the Authority before negotiating or entering into a contract. Discussion ensued and questions were asked and answered.

Chair Flowers asked for a motion to authorize the implementation of the document titled "Downtown Redevelopment Authority Private Development Agreements Policy and Criteria" as a set of guidelines for use by the Authority and as guidance for private developers. Director Hamm made a motion, which was seconded by Director Garcia, and the "Downtown Redevelopment Authority Private Development Agreements Policy and Criteria" was adopted and accepted by the Board as presented.

### **OFFICE CONVERSION FEASIBILITY STUDY**

Chair Flowers asked Executive Director Douglas to continue by introducing this item. Executive Director Douglas explained the purpose of hiring a consultant for the study is to give the Authority a clearer picture of how other office conversions happened, and the costs associated with this type of building renovation. He then noted a Request for Proposal (RFP) was published, and several RFP's were submitted to the Authority by the December 1<sup>st</sup> deadline. These RFPs are currently under review by leadership staff. Discussion ensued and questions were asked and answered.

Next, Chair Flowers called for a motion to authorize staff leadership to negotiate and execute an agreement not to exceed \$200,000 with the highest-scoring applicant for the Office Conversion Request for Proposal to study the feasibility of adaptive reuse in select structures within the TIRZ boundaries. The motion was accepted, and seconded by the board, approving this request as presented.

### **COLLABORATIVE COMMITTEE ASSIGNMENTS AND DISCUSSION**

Chair Flowers called on President Kris Larson will begin a discussion about the cross-organizational collaborative committees. President Larson passed out a form and asked the Directors to complete it by noting their preferences of which committee they are interested in participating in. Questions were asked and answered. He noted the process of building these committees will begin and is targeted to be completed by the next board meeting.

### **PRESENTATION OF THE G-BETA PROGRAM**

Chair Flowers called on Executive Director Douglas and Robert Pieroni to begin the discussion. Next, Executive Director Douglas provided a background on how the g-Beta program has helped launch several start-up businesses since its inception. Next, Mr. Pieroni invited the guest speakers, who are g-Beta alumni, to share their stories on how the program has helped launch their businesses.

Ms. Foster with gener8tor; Ms. Clarke and Ms. Downing with SpeakHaus; and Ms. Hodge with Safety Kay each shared a presentation about their companies and spoke on how their start-ups successfully launched through the g-Beta program. Discussion ensued and questions were asked and answered. No further action was required.

### **OTHER BUSINESS**

#### **Project Status Report**

Executive Director Douglas gave an update on notable items included in the Project Status Report, which was included in the materials previously provided. He shared short videos about the artists who contributed their talents at Trebly Park. Next, he noted to expect a format change to the project status report in January, which will align with the five Strategic Plan goals. Lastly, President Larson recognized Mr. Hoogeboom

for his dedication and hard work on the development of Trebly Park. No further action was required.

**NEXT MEETING**

Chair Flowers announced the next Board and Committee meetings are scheduled on the following dates beginning at noon:

- Capital Projects – Wednesday, December 28<sup>th</sup>
- Economic Development – Friday, December 22<sup>nd</sup>
- Board of Directors – Tuesday, January 10<sup>th</sup>

**ADJOURNMENT**

There being no further business to come before the Board, a motion was called to adjourn at 1:45 PM.

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Barry Mandel, Secretary  
Downtown Redevelopment Authority  
("Authority")

**MINUTES OF THE REGULAR MEETING  
OF THE  
TAX INCREMENT REINVESTMENT ZONE NUMBER THREE**

December 13, 2022

The Board of Directors (the "Board") of the Tax Increment Reinvestment Zone Number Three (the "Zone") convened in regular session, in person and open to the public, at the Zone's office, located at 1221 McKinney Street, Suite 4250, Houston, TX 77010, on the 13<sup>th</sup> of December 2022, and the roll was called of the duly constituted officers and members of the Board, to wit:

Curtis Flowers	Chair
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Barry Mandel	Secretary
Regina Garcia	Director
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William Taylor	Director

and all of said persons were present except Directors Michele Sabino, James Harrison, and Sherman Lewis.

Also present were Allen Douglas, Executive Director; Kris Larson, President; Jana Gunter, Director of Finance; and Jamie Perkins, Executive Assistant & Paralegal, all with the Zone; Kathleen Chisley, Accounting Manager; Robert Pieroni, Director of Economic Development; Albert Sanchez; Director of Strategic Initiatives, all with Central Houston, Inc. ("CHI"); Lonnie Hoogeboom, Director of Planning & Urban Design; all with the Houston Downtown Management District ("HDMD"); Algenita Davis, Government and Community Affairs Officer.

Additionally, guests invited to present included Muriel Foster with gener8tor; Krystle Hodge with Safety Kay; Christa Clarke and Sherhara Downing with SpeakHaus. Members of the public included Melissa Beeler with Air Alliance Houston; Krystle Hodge and Michael Moritz both with Stop TxDOT; and Ally Smither with Houston in Action.

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Barry Mandel, Secretary  
Tax Increment Reinvestment Zone  
Number Three ("Zone")





# Check register for December 2022

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- Total checks issued in December 2022 were \$1.022 million.
  - Bagby Construction
    - Main Lane Industries- \$443K
  - Buffalo Bayou Partnership
    - Downtown Trail East reimbursement - \$449K
  - Central Houston, Inc.
    - Admin Contract - \$87K
  - Trebly Park
    - Inspection/signage/construction - \$40K



# Statement of Net Position, December 31, 2022

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- Cash and Investments are \$17.6 million
- Tax Increment Receivable \$12.0 million payable in June, 2023
- Accounts Payable & Accrued Expense are \$3.3 million.
  - Accrued Bond Interest payable - \$1.0 million
  - Trebly Park Retainage Payable - \$496K
  - DLI payments outstanding of \$1.6 million
    - The Star - \$833,804
    - Market Square Tower - \$776,323
- Bonds Payable – 2015 1<sup>st</sup> Bond Payment Due \$775,000 in FY2023
- New Lease Accounting Standard ASC 842(Asset/Liability)
  - Trebly Park Lease
  - Downtown Launch Pad Lease



# Statement of Activities, December 31, 2022

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- Tax Increment of \$6.8 million is \$1.1 million less than budget due to lower property values than forecasted.
- HISD Adjustment of \$1.1 million is \$1.0 million less than budget due to lower property values than forecasted.
- Project Costs are \$10 million, \$5 million more than forecasted due to last payment of \$7.5 million to Lynn Wyatt Square which was not reflected in 2023 budget. This completes funding for the DRA commitment of \$10 million.
- DLI commitments will be paid in the summer after tax increment is received.



# Cash & Investments, December 31, 2022

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- Cash balance - \$195,007
- Investment Funds
  - Logic Increment - \$11.984 million
  - Morgan Stanley Investment Fund
    - Debt Service - \$1.016 million
    - Bond Reserve - \$4.402 million

# 2023 Disadvantaged Business Enterprise Program (DBE) Activity Report (7/1 – 12/31)



Downtown  
Redevelopment  
Authority

	2022	2021
	Operating	Operating
Total Certified MWBE	\$499K	\$1,537K
Adj. Total Spending	\$10,289K	\$5,125K
Less: Qualified Exclusions	(\$9,103K)	(\$903K)
Qualifying Total Spending	\$1,187K	\$4,222K
% MWBE Certified	42.0%	36.4%
Total Self-Certified MWBE	\$15K	-
% Cert. + Self Cert.	43.3%	36.4%
<b>GOAL</b>	<b>20.0%</b>	<b>20.0%</b>

1/5/23  
9:25:19 AM

**MAIN STREET MARKET SQUARE**  
AP Check Register (Current by Bank)  
Check Dates: 12/1/2022 to 12/31/2022

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
<b>BANK ID: OP - JPMORGAN CHASE BANK, N.A.</b>					<b>101.000</b>
1148218	12/01/22	P	3025	CENTRAL HOUSTON, INC	\$87,135.34
1148219	12/01/22	V	12/1/22 3025		
1148220	12/01/22	V	12/1/22 3025		
1148221	12/01/22	V	12/1/22 3025		
**193380	12/27/22	M	6015	MAIN LANE INDUSTRIES	\$327,520.02
**193383	12/27/22	M	6061	MASTERTON ADVISORS LLC	\$3,500.00
**409886	12/28/22	M	2100	BUFFALO BAYOU PARTNERSHIP	\$448,719.19
**5053296	12/06/22	M	6015	MAIN LANE INDUSTRIES	\$115,278.93
**6437912	12/12/22	M	1970	BEE-LINE DELIVERY SERVICE	\$44.86
**6437916	12/12/22	M	6776	PROJECT SURVEILLANCE, INC	\$6,966.40
**8434327	12/19/22	M	3078	CORE DESIGN STUDIO	\$19,786.93
**8434333	12/19/22	M	3077	CORNER BAKERY CAFE	\$107.80
**8434337	12/19/22	M	7813	REIGN HOME INNOVATIONS	\$2,170.00
**8434346	12/19/22	M	7204	STRUCTURA, INC.	\$10,653.25
<b>BANK OP REGISTER TOTAL:</b>					<b>\$1,021,882.72</b>
<b>GRAND TOTAL :</b>					<b>\$1,021,882.72</b>

\* Check Status Types: "P" - Printed ; "M" - Manual ; "V" - Void ( Void Date ); "A" - Application; "E" - EFT  
\*\* Denotes broken check sequence.

**Downtown Redevelopment Authority**  
**Statement of Net Position**  
**December 31, 2022 and December 31, 2021**

	<b>2023</b>	<b>2022</b>
	<b>YTD Balance</b>	<b>YTD Balance</b>
	<u>                    </u>	<u>                    </u>
<b>Assets</b>		
Cash	\$ 195,007	\$ (676,639)
Investments - Project Funds	-	-
Investments - Debt Service	5,425,902	5,396,305
Investments - General	11,984,219	14,728,943
Tax Increments Receivable	12,077,417	12,324,488
Other Receivables & Prepaid Expenses	282,475	49,168
Capital Assets, Net	10,883,750	11,471,906
Cost of Issuance	372,640	402,854
	<u>                    </u>	<u>                    </u>
<b>Total Assets</b>	<u>\$ 41,221,410</u>	<u>\$ 43,697,025</u>
<b>Liabilities</b>		
Accounts Payable & Accrued Expenses	\$ 2,307,471	\$ 507,906
Accrued Interest Payable	1,004,116	686,196
Lease Liabilities Due in One Year	312,096	-
Lease Liabilities Due After One Year	10,852,803	11,563,451
Notes Payable Due in One Year	-	-
Bonds Payable Due in One Year	2,250,000	1,405,000
Notes Payable Due After One Year	-	-
Bonds Payable Due After One Year	42,672,063	45,920,204
	<u>                    </u>	<u>                    </u>
<b>Total Liabilities</b>	<u>59,398,549</u>	<u>60,082,756</u>
<b>Net Position</b>		
Net Position	(18,177,139)	(16,385,731)
	<u>                    </u>	<u>                    </u>
<b>Total Liabilities &amp; Net Position</b>	<u>\$ 41,221,410</u>	<u>\$ 43,697,025</u>

**Downtown Redevelopment Authority**  
**Statement of Activities**  
**For the quarter ended December 31, 2022**

	<u>2023</u> <u>Q2 Actual</u>	<u>2023</u> <u>YTD Actual</u>	<u>2023</u> <u>YTD Budget</u>	<u>Fav (Unfav)</u> <u>Variance</u>
<b>Revenues</b>				
Tax Increments	\$ 6,835,266	\$ 13,670,531	\$ 14,757,455	(1,086,924)
Other Revenues	-	-	-	-
Interest Income	181,341	308,847	12,500	296,347
<b>Total Revenues</b>	<u>\$ 7,016,606</u>	<u>\$ 13,979,378</u>	<u>\$ 14,769,955</u>	<u>\$ (790,577)</u>
<b>Transfers</b>				
HHFC Payment	-	-	-	-
Administrative Fees	284,998	569,997	569,997	0
HISD Adjustment	554,402	1,108,803	2,195,727	1,086,924
	<u>839,400</u>	<u>1,678,800</u>	<u>2,765,724</u>	<u>1,086,924</u>
<b>Net Revenues</b>	<u>\$ 6,177,207</u>	<u>\$ 12,300,579</u>	<u>\$ 12,004,231</u>	<u>\$ 296,347</u>
<b>Expenses</b>				
Project Costs	6,434,486	9,999,860	4,810,703	(5,189,156)
Municipal Services	-	-	-	-
Accounting	-	-	-	-
Auditing	1,228	19,228	18,000	(1,228)
Administrative Contractor	152,188	234,282	350,000	115,718
Legal Fees	975	2,069	9,000	6,931
Insurance	(1,078)	2,535	1,000	(1,535)
Consulting Fees	3,500	7,140	25,000	17,860
Office Expense	23,126	24,317	3,750	(20,567)
Interest Expense - COH	-	-	-	-
Interest Expense - Bonds	439,317	1,229,545	895,129	(334,416)
Cost of Issuance	7,554	15,107	15,107	(0)
<b>Total Expenses</b>	<u>\$ 7,061,296</u>	<u>\$ 11,534,083</u>	<u>\$ 6,127,690</u>	<u>\$ (5,406,394)</u>
<b>Change in Net Position</b>	<b>(884,089)</b>	<b>766,496</b>	<b>5,876,542</b>	<b>(5,110,046)</b>
Net Position Beginning of Year		(18,943,634)	(18,943,634)	-
<b>Net Position End of Period</b>		<u>\$ (18,177,139)</u>	<u>\$ (13,067,093)</u>	<u>\$ (5,110,046)</u>



**Downtown Redevelopment Authority**  
**Statement of Activities**  
**For the quarter ended December 31, 2022 and December 31, 2021**

	<b>2023</b>	<b>2022</b>	<b>Fav (Unfav)</b>
	<b>YTD Actual</b>	<b>YTD Actual</b>	<b>Variance</b>
<b>Revenues</b>			
Tax Increments	\$ 13,670,531	\$ 14,134,242	(463,711)
Other Revenues	-	-	-
Interest Income	308,847	4,267	304,580
<b>Total Revenues</b>	<b>\$ 13,979,378</b>	<b>\$ 14,138,508</b>	<b>\$ (159,130)</b>
<b>Transfers</b>			
HHFC Payment	-	-	-
Administrative Fees	569,997	579,434	9,437
HISD Adjustment	1,108,803	1,316,247	207,444
	<u>1,678,800</u>	<u>1,895,680</u>	<u>216,881</u>
<b>Net Revenues</b>	<b>\$ 12,300,579</b>	<b>\$ 12,242,828</b>	<b>\$ 57,750</b>
<b>Expenses</b>			
Project Costs	9,999,860	4,902,598	(5,097,262)
Municipal Services	-	(1,458)	(1,458)
Accounting	-	-	-
Auditing	19,228	17,500	(1,728)
Administrative Contractor	234,282	188,630	(45,652)
Legal Fees	2,069	5,703	3,634
Insurance	2,535	1,890	(644)
Consulting Fees	7,140	3,943	(3,198)
Office Expense	24,317	6,063	(18,254)
Interest Expense - COH	-	-	-
Interest Expense - Bonds	1,229,545	925,320	(304,225)
Cost of Issuance	15,107	15,107	-
<b>Total Expenses</b>	<b>\$ 11,534,083</b>	<b>\$ 6,065,296</b>	<b>\$ (5,468,787)</b>
<b>Change in Net Position</b>	<b>766,496</b>	<b>6,177,533</b>	<b>(5,411,037)</b>
Net Position Beginning of Year	(18,943,634)	(22,563,263)	3,619,629
<b>Net Position End of Period</b>	<b>\$ (18,177,139)</b>	<b>\$ (16,385,730)</b>	<b>\$ (1,791,409)</b>

**Downtown Redevelopment Authority**  
**Project Cost Detail**  
**For the Six Months ended December 31, 2022**

	<b>2023</b> <b>YTD Actual</b>	<b>2023</b> <b>YTD Budget</b>	<b>Fav (Unfav)</b> <b>Variance</b>
<b>Project Costs</b>			
<b>Capital Improvement Projects</b>			
Southern Downtown Pocket Park	916,934	728,000	(188,934)
Bagby Street Improvements	442,281	-	(442,281)
NHHIP Civic Opportunities	70,935	250,000	179,065
Lynn Wyatt Square For The Performing Arts	7,553,248	-	(7,553,248)
<b>Total Capital Improvement Projects</b>	<b>9,038,667</b>	<b>\$ 978,000</b>	<b>\$ (8,060,667)</b>
Future Project Costs	-	500,000	500,000
Buffalo Bayou Park	-	-	-
806 Main/JW Marriott	(537)	130,172	130,709
Hotel Alessandra	-	36,988	36,988
Holiday Inn/Savoy Hotel	-	14,696	14,696
723 Main/AC Hotel	-	8,663	8,663
Downtown Living Initiative	10,634	-	(10,634)
Economic Development/Retail Program	-	30,000	30,000
Texaco Building/The Star	-	203,786	203,786
SkyHouse Houston	-	156,498	156,498
Fairfield Block 334	-	99,355	99,355
Hines Market Square	-	239,342	239,342
Market Square Tower	-	360,344	360,344
SkyHouse Main	-	162,198	162,198
Fairfield Residential	-	141,753	141,753
Kellum Noble House	-	-	-
Post HTX	-	-	-
Hike & Bike Trails East of Allens Landing	448,719	500,000	51,281
Downtown Launchpad	250,013	248,910	(1,103)
Mass Challenge	-	-	-
Gener8tor	250,000	250,000	-
Montrose Bridge at Allen Parkway	-	500,000	500,000
Targeted Blight Remediation	2,364	250,000	247,636
Sam Houston Park	-	-	-
Theater District Public Realm	-	-	-
<b>Total Developer/Project Reimbursements</b>	<b>961,193</b>	<b>3,832,703</b>	<b>2,871,510</b>
<b>Total Project Costs</b>	<b>9,999,860</b>	<b>\$ 4,810,703</b>	<b>\$ (5,189,156)</b>

**DOWNTOWN REDEVELOPMENT AUTHORITY  
INVESTMENT REPORT, FOURTH QUARTER FYE 2022  
FOR THE PERIOD SEPTEMBER 30, 2022 THROUGH DECEMBER 31, 2022**

FUND	BEGINNING BAL. BOOK VALUE	BEGINNING BAL. MARKET VALUE	GAIN (LOSS) TO MARKET FILE	INTEREST EARNED / ACCRUED THIS PERIOD	NET DEPOSITS OR (WITHDRAWALS)	ENDING BALANCE BOOK VALUE	ENDING BALANCE MARKET VALUE	ENDING BALANCE % OF PORTFOLIO	SIMPLE INTEREST YIELD	WT AVG MAT. DAYS
<b><u>OPERATING</u></b>										
JP MORGAN CHASE OPERATING	389,629.41	389,629.41	0.00	0.00	(194,621.94)	195,007.47	195,007.47	1.11%	N/A	1
JP MORGAN CHASE BOND OPERATING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	N/A	1
<b>TOTAL JPM</b>	<b>389,629.41</b>	<b>389,629.41</b>	<b>0.00</b>	<b>0.00</b>	<b>(194,621.94)</b>	<b>195,007.47</b>	<b>195,007.47</b>	<b>1.11%</b>		
<b><u>POOLED INVESTMENT FUNDS</u></b>										
LOGIC INCREMENT	18,090,607.90	18,090,607.90	0.00	143,611.01	(6,250,000.00)	11,984,218.91	11,984,218.91	68.07%	3.7801%	14
LOGIC BOND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%		
<b>TOTAL POOLED</b>	<b>18,090,607.90</b>	<b>18,090,607.90</b>	<b>0.00</b>	<b>143,611.01</b>	<b>(6,250,000.00)</b>	<b>11,984,218.91</b>	<b>11,984,218.91</b>	<b>68.07%</b>		
<b><u>REPURCHASE AGREEMENTS</u></b>										
BAYERISCHE LANDESBANK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%		
<b>TOTAL BLB</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>		
<b><u>DEBT SERVICE</u></b>										
MORGAN STANLEY INVESTMENT FUND	1,008,770.54	1,008,770.54	0.00	7,071.12	0.00	1,015,841.66	1,015,841.66	5.77%	2.1039%	1
<b><u>BOND RESERVE</u></b>										
MORGAN STANLEY INVESTMENT FUND	4,371,775.76	4,371,775.76	0.00	30,658.82	0.00	4,402,434.58	4,402,434.58	25.01%	2.1039%	1
<b><u>PLEGGED FUNDS</u></b>										
BANK OF NEW YORK MELLON	7,625.50	7,625.50	0.00	0.00	0.00	7,625.50	7,625.50	0.04%	N/A	1
<b><u>PROJECT FUNDS</u></b>										
BANK OF NEW YORK MELLON	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	N/A	1
<b>TOTAL BNY</b>	<b>5,388,171.80</b>	<b>5,388,171.80</b>	<b>0.00</b>	<b>37,729.94</b>	<b>0.00</b>	<b>5,425,901.74</b>	<b>5,425,901.74</b>	<b>30.82%</b>		
<b>GRAND TOTAL</b>	<b>23,868,409.11</b>	<b>23,868,409.11</b>	<b>0.00</b>	<b>181,340.95</b>	<b>(6,444,621.94)</b>	<b>17,605,128.12</b>	<b>17,605,128.12</b>	<b>100%</b>		

Downtown Redevelopment Authority  
Disadvantaged Business Enterprise Program (DBE) Activity Report

**Reporting Period: 7/1/2022 -12/31/2022**

	<b>2023</b>	<b>2022</b>
	<b><u>DRA TIRZ #3</u></b>	<b><u>DRA TIRZ #3</u></b>
Total Certified DBE	\$ 498,552	\$ 1,536,973
Adjusted Total Spending	\$ 10,289,431	\$ 5,124,869
Less Qualified for Exclusion	\$ (9,102,698)	\$ (902,748)
Qualifying Total Spending	\$ 1,186,733	\$ 4,222,121
%DBE Certified	42.0%	36.4%
Total Self-Certified MWBE	\$ 15,000	\$ -
% Certified + Self-Certified	43.3%	36.4%



Google Maps Allen Pkwy & Montrose Blvd



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## Allen Pkwy & Montrose Blvd Intersection



Directions



Save



Nearby



Send to  
phone

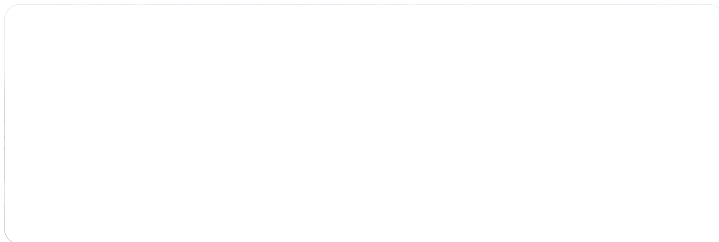


Share



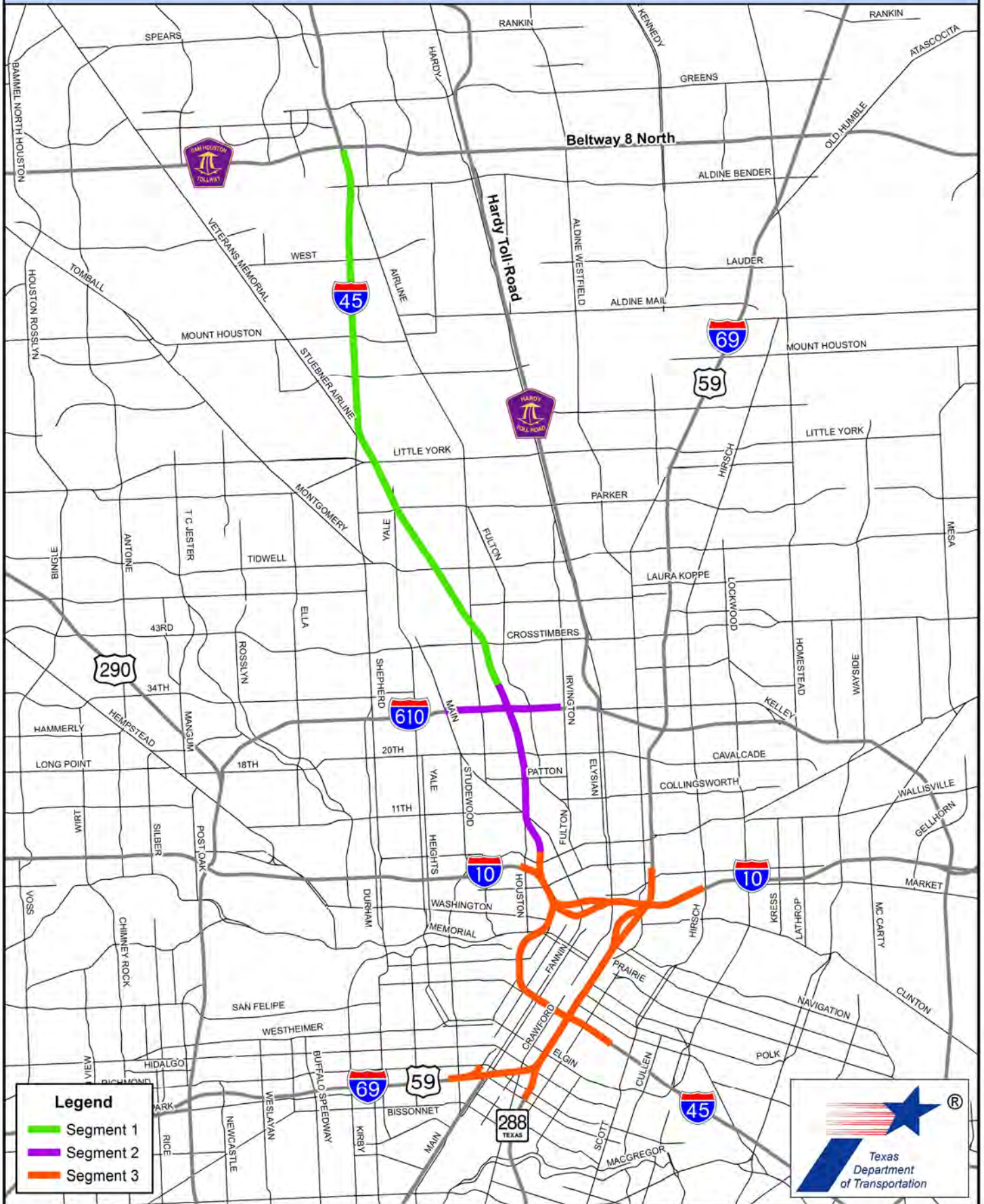
Houston, TX 77019

### Photos



# PROJECT AREA MAP

## North Houston Highway Improvement Project





MOU Terms	CITY MOU	COUNTY MOU
<b>Housing &amp; Community Cohesion</b>	Early acquisition Enhanced Relocation Services Affordable Housing – 30MM Houston Housing Authority Net-Zero Housing Loss  pp.3-8	Clayton Homes  Eligibility Requirements for affordable – using LEP  Affordable Housing – 27MM  Section 6
<b>Resiliency &amp; HCFC Drainage</b>	North & South Canal – 20MM Atlas 14 Rainfall Data 500-year storm Drainage patterns Bayou elevations  pp. 8-9	HCFCD collaboration Atlas 14 Rainfall Drainage patterns Segment 1 White Oak Drainage basins Halls Bayou Monitor Stormwater Quality  Sections 5 & 13
<b>Managing Project Footprint &amp; Design Changes</b>	Criteria for assessing: Economy Flooding Safety Use over time – freight Neighborhoods & connectivity Park & Open Spaces Evacuation Routes Design Standards  pp. 9-10	Submit design prior to RFP issuance Design coordination meetings for review and comment Inner Katy BRT  Structural Caps funding: foundations; beams; drainage; ventilation; safety  Commerce to Lamar (Seg 3) North Main (Seg 2) Provide structural loading data Establish working group for funding  Frontage Roads  Sections 1 & 8
<b>Transit &amp; MaX Lanes</b>	Flexible two-way Wheeler Transit Center Downtown Connector Ramp SOV freight prohibited METRO coordination Service continuity  pp. 10-11	Notice for service interruption  Coordinate with METRO for HOV lanes  Section 10
<b>Connectivity</b>	Existing surface streets reconnected  Improved surface street connections for Downtown  pp. 11-12	Traffic analysis: North San Jacinto & all major DT surface streets & intersections  Segment I: comprehensive traffic analysis  Section 9

MOU Terms	CITY MOU	COUNTY MOU
<b>Park Space &amp; Urban Design</b>	<p>Coordinate with local groups to enhance recreational use of open detention areas.</p> <p>New open spaces/trail connections considered</p> <p>Highway aesthetic considerations.</p> <p>Collaboration on trails, cap amenities.</p> <p>Enhance neighborhood culture.</p> <p>pp. 12-13</p>	<p>Consideration of surplus property</p> <p>Fund trails &amp; greenspace within ROW; maintenance by 3<sup>rd</sup> party</p> <p>Help 3<sup>rd</sup> party to find funding</p> <p>Section 7</p>
<b>Facilitation Group</b>	<p>TxDOT continues to participate</p> <p>Segments 1 &amp; 2: Community engagement and continued refinement prior to implementation</p> <p>pp. 1-3, 14</p>	
<b>Public Engagement</b>		<p>Creation of bilingual Website for construction-based notices &amp; complaint form</p> <p>Section 2</p>
<b>Air Mitigation</b>		<p>One air monitor in each segment</p> <p>Section 3</p>
<b>Noise Mitigation</b>		<p>Longitudinal tining on Main and frontage roads</p> <p>Community input for barriers/walls placement</p> <p>Section 4</p>
<b>Construction &amp; Community</b>		<p>Website based multilingual notice for road closures; includes response for functionality</p> <p>Section 11</p>
<b>Schools &amp; Community</b>		<p>Measures to mitigate students affected during construction.</p> <p>Section 12</p>
<b>Continued Monitoring of MOU</b>		<p>Annual updates to confirm achievement of benchmarks</p> <p>Section 14</p>
<b>Termination</b>		<p>May term within 30 days written IF project removed from the UTP</p> <p>Section 15</p>

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE TEXAS DEPARTMENT OF TRANSPORTATION  
AND THE CITY OF HOUSTON  
CONCERNING THE  
NORTH HOUSTON HIGHWAY IMPROVEMENT PROJECT**

This Memorandum of Understanding ("MOU") is between the Texas Department of Transportation, an agency of the State of Texas ("TxDOT") and the City of Houston, a home-rule municipality ("City") (together, the "Parties").

**RECITALS**

WHEREAS, the IH 45 North Corridor from Beltway 8 North to and around Downtown Houston provides connectivity for residents and businesses within the Houston-Galveston region and to destinations within and beyond the State of Texas.

WHEREAS, portions of the IH 45 North Corridor between Beltway 8 North and the Houston Central Business District do not meet current design standards and require improvement for the safety, health, and prosperity of both the region and those who live, work, and travel along the corridor.

WHEREAS, from 2002-2005, the Metropolitan Transit Authority of Harris County ("METRO"), TxDOT, and the Houston Galveston Area Council ("HGAC") conducted the North-Hardy Planning Studies (the "planning studies") to identify and address transportation needs in the North-Hardy Corridor. The planning studies looked at the entire north Houston corridor and concluded that proposed transit and toll-road improvements could not address all of the travel needs, and that additional capacity was needed on IH 45. Since then, the scope of the NHHIP project has been consistently reflected in HGAC's own approved regional transportation plans and most recently in 2019 with the 2045 Regional Transportation Plan and the supporting Air-Quality Conformity Determination Report.

WHEREAS, the North Houston Highway Improvement Project ("NHHIP" or "Project") aims to make transportation improvements to IH 45 North Corridor. The NHHIP has three segments with Segment 1 being along IH 45 from Beltway 8 to I-610, Segment 2 being along IH 45 from IH 610 to IH 10, and Segment 3 being the Downtown Loop System comprised of IH 45, IH 10, and US 59/IH 69.

WHEREAS, consistent with the project scope outlined in HGAC's Regional Transportation Plans, TxDOT assessed alternatives and environmental impacts for the NHHIP in accordance with the requirements of the National Environmental Policy Act ("NEPA") of 1969 (42 U.S.C. 4321 et seq.). TxDOT's commitments and mitigation measures pursuant to the NEPA process are contained in the Final Environmental Impact Statement ("FEIS") and Record of Decision ("ROD") for the Project. Nothing in this MOU is intended to, or shall have the effect of, modifying the goals, actions or obligations created by, or found within, the FEIS. TxDOT's legal obligations under the NEPA process remain unchanged, and nothing in this MOU commits or obligates any party to any action outside those obligations.

WHEREAS, TxDOT prepared a FEIS compliant with NEPA and other laws to study the impacts that would be caused by the Project. The Project analyzed in TxDOT's FEIS is based on the scope and scale of the Project as it is described in the regional plans described above. TxDOT completed the environmental review process for the Project by signing the ROD on February 3, 2021.

WHEREAS, the Parties recognize that the NHHIP will provide numerous benefits to the residents of the City of Houston, including: making IH 45, IH 10, and IH 69 compliant with current design standards to improve safety and operations; addressing travel demand that is projected to increase with growing population; improving truck freight mobility; improving resiliency to weather events and reducing the chances of flooding on the roadway and in surrounding neighborhoods; accommodating and encouraging transit, high-occupancy vehicles, and the transition to electric and self-driving vehicles; and improving access and safety for cyclists and pedestrians.

WHEREAS, the FEIS for the Project identifies potentially adverse impacts to neighborhoods within the Project footprint along with mitigation efforts.

WHEREAS, as of the date of this MOU, Segment 3 of the NHHIP is included in the 2021-2024 Transportation Improvement Program and has advanced to the point of significant planning and design. Segments 1 and 2 are not yet at this stage and are appropriate for continued refinement and community engagement prior to advancement.

WHEREAS, the City of Houston provided detailed comments throughout the NEPA process, including release of the DEIS, FEIS, and ROD.

WHEREAS, the City of Houston and other agency partners have substantial interest in how the NHHIP is implemented, have engaged their stakeholders, and articulated their goals for the project in various letters to TxDOT.

WHEREAS, this MOU documents the commitments from the City and TxDOT to cooperate as described herein regarding the planning and implementation efforts of the NHHIP. NOW THEREFORE, the Parties agree as follows:

#### TERMS

1. TxDOT will carry out mitigation commitments outlined in the FEIS and ROD, as summarized in this section.
  - a. **Housing and Community Cohesion.** TxDOT is aware that disruptions associated with moving can affect a resident's access to a neighborhood social structure. TxDOT's goal is to help households and individuals maintain their current social support networks during and after the relocation process. For those that will be displaced due to the Project, TxDOT is making a multi-pronged effort to assist the affected individuals and minimize the disruption to businesses and communities. TxDOT will make all efforts to relocate displaced individuals to comparable housing within their communities. Additionally, TxDOT's use of early acquisition of right-of-way on many parcels provides the advantage of more time for the owner/occupant to plan for and acquire a new property.
    - i. Specific mitigation initiatives to address the direct impacts caused by housing displacements due to the proposed Project include:
      1. Providing just compensation for all relocations and displacements in accordance with the Uniform Relocation and Real Property Acquisitions Policies Act of 1970, as amended; 49 CFR Part 24, Subparts C through F; and TxDOT policies and procedures;
      2. Providing focused relocation assistance and language translation services for residential displacements (both owners and renters) and non-residential displacements, such as businesses, schools, places of worship, and non-profit facilities; and

3. Offering advance acquisition to minimize hardship to vulnerable residential and non-residential displacements to accelerate the mitigation process and provide targeted assistance for relocation.
  4. TxDOT commits to ensuring all displaced persons have access to "decent, safe and sanitary" housing, and, to that end, have entered into contract with the HHA to ensure they can replace the displaced Clayton and Kelly Units. In addition, TxDOT commits to go even further by committing an additional \$30 million to affordable housing initiatives, which will help replace housing units taken by the project.
- ii. While an impacted resident may ultimately choose the location of their new residence, TxDOT has committed to compensate displaced individuals in such a manner that they can relocate to a different residence in their current communities.
  - iii. *Enhanced Relocation Services.* TxDOT is also committed to providing enhanced relocation services in the form of consultants to work one-on-one with impacted residents during every step of the process. This includes individualized advisory services to help residents understand the relocation benefits and assistance programs. TxDOT is partnering with local community organizations to help implement these educational and outreach programs.
    1. In addition to fair market value for acquired property, qualifying owners will receive a purchase supplement as well as assistance with incidental costs necessary to purchase a comparable decent, safe, and sanitary replacement dwelling. The purchase supplement includes the amount that a comparable replacement dwelling exceeds the acquisition cost of the displacement dwelling and certain loan-related fees and costs. Supplemental assistance provides the opportunity for a displaced resident to relocate to a comparable residence in the same community even though the cost of the replacement home might be more than the acquisition cost of the

displacement dwelling. Examples of the types of compensation that may be provided in different displacement scenarios include:

- a. Residential property owner that lives in an impacted home: compensated for the land, improvements and moving costs.
  - b. Residential property owner that rents to a tenant: compensated for the land and improvements.
  - c. Tenant renting from a residential property owner: compensated for the difference between current and new rent, for 42 months and moving costs.
  - d. Multifamily property owner: compensated for the land and improvements.
  - e. Tenant in a multifamily property: compensated for the difference between current and new rent, for 42 months and moving costs.
2. The purchase supplement TxDOT provides tenants and property owners can be used as down payments for new properties, tax payments, rent, or other expenses. There is no specific supplement for property taxes. However, as part of the educational programs that will be available to those being displaced, handling property taxes and disputing valuations are topics that will be covered as essential knowledge for homeowners. In addition, individuals who are displaced will receive individualized counseling on these issues.

iv. *NHHIP Affordable Housing Revitalization Program.*

1. TxDOT has documented a commitment to fund \$30 million in direct financial assistance to the affected neighborhoods to support specific affordable housing initiatives. The eligible initiatives include construction of affordable single-family or multi-family housing and supporting programs that provide assistance and outreach related to affordable housing. TxDOT is currently in discussions with the Texas State Affordable Housing Corporation to administer the funds and is actively working to establish the specifics of the

implementation of this grant program, known as the NHHIP Affordable Housing Revitalization Program.

2. TxDOT agrees to adjust the amount of funds committed for the affordable housing initiatives in proportion to the change in the Consumer Price Index between the date this MOU is executed and the date the funds will be dispersed.
  3. To facilitate discussion of the specifics of the NHHIP Affordable Housing Revitalization Program, TxDOT assembled the IH 45 NHHIP Housing & Communities Focus Group, consisting of community leaders, related agency representatives (including but not limited to the City of Houston divisions of Planning, Housing and Public Works), decision-influencers, and proven advocates for the impacted communities. The Focus Group will help review, develop and, where appropriate, expand TxDOT mitigation programs and efforts related to housing and community impacts. TxDOT believes working with the Housing & Communities Focus Group and hearing from those who will be directly impacted by the Project will afford TxDOT the opportunity to address housing/community related issues with the appropriate sensitivity and in a culturally compatible manner.
  4. The assistance provided through the NHHIP Affordable Housing Revitalization Program will be prioritized towards the neighborhoods most impacted by the NHHIP: Independence Heights; Near Northside; Greater Fifth Ward; and Greater Third Ward.
- v. *Houston Housing Authority (HHA)*. Actions taken to mitigate impacts to Clayton Homes and Kelly Village are focused on ensuring that displaced residents of both communities are provided with multiple relocation options resulting in minimal disruptions to their lives. TxDOT is making efforts to ease the burden of relocating residents living in properties owned by the HHA that will be directly impacted by the Project, as follows:



1. 100 percent of the 296 units at Clayton Homes will be relocated, including 112 units that have been uninhabitable since Hurricane Harvey flooded them.
  2. Clayton Homes residents will not be required to relocate until such time that the land currently occupied by Clayton Homes is needed for construction of the NHHIP.
  3. TxDOT and HHA have entered into an agreement where HHA, funded by TxDOT, will construct replacement housing for displaced residents of Clayton Homes.
  4. 80 percent of the replacement housing units will be constructed within two miles of the current location of Clayton Homes to preserve community cohesion.
  5. Current residents of Clayton Homes have first rights to relocate to the newly constructed units.
  6. Displaced residents of Kelly Village will be assigned relocation specialists located onsite to assess each resident's needs and to provide a smooth transition into other housing options.
  7. Kelly Village residents will be offered Housing Choice Vouchers or be given priority to reside in other HHA units.
  8. TxDOT will purchase additional Kelly Village property to provide additional open space for those residents remaining in Kelly Village.
- vi. *Housing Loss.* In addition to mitigations and commitments described above under the section dealing with Housing and Community Cohesion, TxDOT further commits to the following measures aimed at minimizing net loss of housing with respect to the Project:
1. Consistent with Section a.v. above, TxDOT is committed to replacing the public housing units impacted by the NHHIP, resulting in a net-zero housing loss of public housing units along the NHHIP corridor.
  2. Consistent with Section a. iv. above, TxDOT is committed to working with the Texas State Affordable Housing Corporation to

develop the grant program selection criteria to incentivize applicants to leverage their financial contributions in a manner that would maximize TxDOT's committed \$30 million contribution resulting in the construction of as much affordable housing units as possible.

3. TxDOT is prepared to discuss with the City the use of portions of the Project's future surplus right of way for affordable and/or workforce housing as developed by third parties in potential partnership with the City.

b. **Drainage and Flood Mitigation.** The NHHIP will collect, convey, and detain, where necessary, the storm water runoff not only from the highways but also from adjacent properties within the Project limits that are currently draining to the highways, based on the applicable rainfall data that was available at the time of the ROD. TxDOT understands that the highway infrastructure is integrated into the overall drainage pattern of the city. TxDOT is working closely with the City of Houston and Harris County Flood Control District to identify opportunities to develop partnerships that will leverage the roles and responsibilities, as well as the resources of each entity to deliver drainage improvements within the vicinity of the Project. Working with our local partners, TxDOT is developing improvements that will reduce water elevations within the bayous so that more runoff can be accommodated with resiliency built into the system. As an example, two bypasses along Buffalo Bayou in the central business district are being developed that would accommodate more runoff during high intensity rainfall events. Specifically, TxDOT commits to the following flood mitigation measures:

- i. TxDOT will use new Atlas 14 Rainfall Data in the Project's drainage design.
- ii. Main lanes and managed lanes (including the depressed sections) are designed to accommodate the current 500-year storm event model and most recent guidelines and criteria required by the Harris County Flood Control District.
- iii. TxDOT has done significant engineering design to identify drainage improvements in all segments of the NHHIP. These improvements include

new pump stations, new detention ponds, and converting existing culverts with bridges.

- iv. TxDOT is an engineering and financial partner in the City-led Buffalo Bayou bypass north and south canals in Houston's Central Business District. TxDOT and the City are currently developing an agreement in which TxDOT would provide \$20 million to the City for the implementation of the bypass canals, which is a post-Hurricane Harvey, Federal Emergency Management Agency initiative.
- v. TxDOT is interested in finding more opportunities to leverage our improvements with those by the City and Harris County Flood Control District in the watersheds of Little White Oak Bayou and Halls Bayou.

**c. Reducing the NHHIP Footprint During Detailed Design.**

- i. Consistent with the requirements of all state and federal law, including NEPA and Title VI, and consistent with actions established by the ROD and FEIS, TxDOT remains committed to evaluating reasonable opportunities to reduce the project footprint in ways that would not compromise the integrity and functionality of the purpose and need of the Project, as described in the ROD. TxDOT agrees that requests to reduce the Project footprint should be evaluated with a focus on the following:
  - 1. Strengthening Houston's economy;
  - 2. Reducing flooding on and off the freeway;
  - 3. Making travel safer for all road users;
  - 4. Providing long-term capacity for all users of the roadway, including automobile, freight, and transit;
  - 5. Serving and preserving the neighborhoods along the corridor while enhancing connectivity between neighborhoods;
  - 6. Mitigating impacts to existing parks and open space while creating additional opportunity for open space; and
  - 7. Ensuring accessible evacuation routes.

- ii. TxDOT agrees to use the least amount of right-of-way as allowed and defined by law, after evaluation of the project footprint as described in Section 1.c.i.
  - iii. It is important to note that any proposals to reduce the Project footprint must not compromise safety, flooding mitigation, design standards, freight mobility and evacuation effectiveness.
- d. **Transit and MaX Lanes.** The NHHIP has been designed to be compatible with transit infrastructure in the area and TxDOT continues to coordinate with METRO. The NHHIP will address the issues identified in the studies for the freeways. The provisions below are consistent with the project scope as committed to in the FEIS and ROD. The proposed highway improvements of the NHHIP will accommodate METRO's current and future transit bus service:
- i. The proposed MaX lanes will have a flexible footprint for two-way, 24-hour/7-day-a-week operations that will include high occupancy vehicle (HOV), bus and rubber-tire high-capacity transit (e.g., Bus Rapid Transit [BRT]) and future autonomous vehicles. TxDOT will continue to work with METRO to address future needs of the region regarding transit.
  - ii. TxDOT will work with METRO to find a mutually acceptable solution to address short- and long-term impacts to existing transit facilities in Segment 3 at Wheeler Transit Center.
  - iii. TxDOT will work with METRO to find a mutually acceptable solution needed to address the replacement of the existing Downtown Connector Ramp.
  - iv. Consistent with the FEIS and ROD, single occupancy freight vehicles will be prohibited from using the I-45 MaX Lanes.
  - v. With the primary goals to move the maximum number of people and maintain consistency in regional policies, TxDOT is committed to collaborating with METRO and other regional stakeholders on the design, construction, and any potential changes in the permitted use of the I-45 MaX Lanes and to ensure that the initial construction of the NHHIP project

will incorporate safe transit/BRT operations and no re-construction or modifications of the NHHIP/MaX Lanes will be required for the same.

- vi. TxDOT will continue to coordinate with METRO during the final design phase of NHHIP to incorporate other elements of the METRONext plan, such as the University Line BRT, 2-way express bus service along I 69, and continuing to discuss intermediate stops along 1-45.
- vii. TxDOT will work with METRO to keep to a minimum the temporary disruptions to light rail and bus transit services during the construction of the NHHIP, and continue to discuss mitigation measures for disruptions to existing transit services.
- viii. TxDOT will be evaluating opportunities to refine the right-of-way footprint during detailed design. TxDOT will consider additional options for accommodating multimodal demand consistent with Article 2 concerning communications and open lines of communication.

e. **Connectivity.**

- i. TxDOT will analyze traffic operations and impacts on relevant City streets based on NHHIP-generated changes and continue to discuss mitigation measures for impacts on relevant City streets.
- ii. Even though there are some unavoidable permanent street closures, there will be many new local street connections which will enhance neighborhood connectivity that are only possible because of the Project.

These include:

1. Pedestrian and bicycle realms on cross-streets across the highways;
2. Hamilton Street extension behind George R. Brown Convention center;
3. Reconnecting Andrews Street in Fourth Ward;
4. Connecting Lamar Street, McKinney Street, and Walker Street to Hamilton Street;
5. Blue Bell Street across IH 45; and
6. Accommodating an envelope for future San Jacinto Street extension under IH 10.

iii. Consistent with the requirements of all state and federal law, including NEPA and Title VI, and consistent with actions established by the ROD and FEIS, TxDOT remains committed to evaluating the feasibility of the City's requests to improve neighborhood connectivity through the following:

1. New eastbound IH 10 exit to Gregg Street in Fifth Ward;
2. New westbound IH 10 frontage road across IH 69 in Fifth Ward;
3. Maintaining Cleburne Street across IH 69 in Third Ward;
4. Maintaining Runnels Street across IH 69 in EaDo;
5. New southbound IH 45 exit ramp to North Main Street in Heights and Historic Northside;
6. Modified IH 69 ramps to Jackson Street and Chenevert Street;
7. Providing 3-lane turn movements from Jackson to Congress;
8. Evaluating City-led abandonment of "Old" Hamilton from Commerce Street to Texas Avenue; and
9. Maintaining vehicular and pedestrian connection into Downtown via Houston Ave Connector.
10. Evaluate adding a new North Street pedestrian/bicycle bridge over IH 45 between Heights and Historic Northside.

**f. Park Space and Urban Design.**

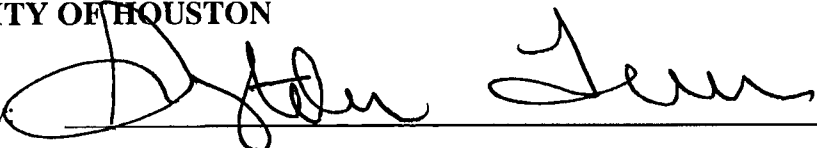
- i. The Project would not impair the activities, features, or attributes of any public parks. Even so, efforts have been made to maintain existing open space and proposed storm water detention areas are being evaluated as potential open spaces. TxDOT will coordinate with local groups and agencies to accommodate enhancements to standard landscaping and recreational use of open space in and around storm water detention areas, where feasible.
- ii. Requests to modify the placement of detention ponds and/or to modify the banks of bayou waterways will be evaluated within the context of, and taking into consideration, the significant work TxDOT, the City, and Harris County Flood Control District have collaboratively performed to-date.

- iii. TxDOT will coordinate with the City and neighboring community groups to identify secondary open public space uses around detention areas and identify additional trail routes, while preserving the primary drainage function of the detention areas.
  - iv. TxDOT will work with the City to identify opportunities for new open spaces and trail connections. TxDOT has committed to:
    1. Designing and building new highway components with a neutral theme so that highway elements visually recede and green landscaped components become more prominent, to the extent practicable.
    2. Maintaining existing open space and evaluating proposed storm water detention areas as potential open spaces. Where disturbance to the open space is unavoidable, TxDOT will work with the City to look for and develop additional open space wherever possible.
    3. Coordinating with local groups and agencies to accommodate enhancements to standard landscaping and recreational use of open space in and around storm water detention areas, where feasible.
    4. Collaborating with the City and other interested parties to create recreational spaces around storm water detention areas.
    5. Collaborating on new trail connections along the banks of Buffalo Bayou, White Oak Bayou, Little White Oak Bayou, and Halls Bayou.
    6. Collaborating on identifying amenities for the highway cap sections.
    7. Identifying opportunities to recognize and strengthen the history and cultures of the surrounding neighborhoods. One such opportunity is the Emancipation Trail, which would cross and is in close proximity to the Project. TxDOT will work with the entities that are in the early stages of evaluating the trail linkages and will incorporate as many elements as feasible into the NHHIP.
2. TxDOT agrees to continue to participate in City-led Facilitation Group process to maintain open lines of input and communication with City residents and stakeholders.

- 3. The City acknowledges the efforts taken by TxDOT to mitigate impacts and develop a high-quality Project that will benefit the City and its residents. The City supports TxDOT in fulfilling its commitments as summarized within this MOU and will assist TxDOT in working with project stakeholders in order to advance the NHHIP project activities described herein along with supporting the efforts of TxDOT to implement the required mitigation measures, as requested.
- 4. This MOU represents the parties' agreement following good faith attempts to address the concerns raised by the City regarding the NHHIP. With TxDOT's commitment to the terms enumerated in this agreement, the parties understand that the City's concerns are satisfied and the City supports the project.
- 5. If construction of any segment of the NHHIP is cancelled, each party's responsibilities under this MOU as to that segment shall terminate.


IN WITNESS THEREOF, the Parties have caused this MOU to be duly executed as shown below.

**CITY OF HOUSTON**

By: 

Date: December 19, 2022

**TEXAS DEPARTMENT OF TRANSPORTATION**

By:   
 Marc D. Williams, P.E.  
 TxDOT Executive Director

Date: December 16, 2022



**MEMORANDUM OF UNDERSTANDING BETWEEN THE TEXAS DEPARTMENT OF  
TRANSPORTATION AND HARRIS COUNTY, TEXAS  
CONCERNING THE  
NORTH HOUSTON HIGHWAY IMPROVEMENT PROJECT**

This Memorandum of Understanding is between the Texas Department of Transportation, an agency of the State of Texas (“TxDOT”) and Harris County (“County”), (together, the “Parties”).

**RECITALS**

WHEREAS, the IH 45 North Corridor from Beltway 8 North to and around Downtown Houston provides connectivity for residents and businesses within the region and to destinations within and beyond the State of Texas.

WHEREAS, the North Houston Highway Improvement Project (“NHHIP” or “Project”) aims to make transportation improvements to IH 45 North Corridor. The NHHIP is composed of three segments—Segment 1 being along IH 45 from Beltway 8 to IH 610, Segment 2 being along IH 45 from IH 610 to IH 10, and Segment 3 being the Downtown Loop System comprised of IH 45, IH 10, and US 59/IH 69.

WHEREAS, TxDOT assessed alternatives and environmental impacts for the NHHIP in accordance with the requirements of the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.) (“NEPA”). The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project were carried out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated December 9, 2019 and executed by the Federal Highway Administration and TxDOT. TxDOT’s commitments and mitigation measures pursuant to the NEPA process are contained in the Final Environmental Impact Statement (“FEIS”) and the Record of Decision (“ROD”) for the Project.

WHEREAS, the County provided detailed comments throughout the NEPA process, including the release of the Draft Environmental Impact Statement (“DEIS”), FEIS, and ROD.

WHEREAS, on March 8, 2021, the Texas Division of the FHWA wrote to TxDOT requesting that TxDOT pause further contract solicitation efforts for the NHHIP to allow the federal agency time to evaluate the concerns raised by Title VI complainants regarding the NHHIP.

WHEREAS, on March 11, 2021, the County filed a federal lawsuit challenging the NEPA process, the DEIS, FEIS, and ROD for the Project, styled as *Harris County, Texas v. Texas Department of Transportation*, No. 4:21-cv-00805 (S.D. Tex.) (the “Litigation”).

WHEREAS, on October 8, 2021, FHWA accepted a formal Title VI complaint filed by the County regarding the Project,

WHEREAS, on December 6, 2021, the Parties sought and received an agreed stay in the Litigation to allow for discussions to try to resolve the Litigation. The Court extended the agreed stay multiple times, during which the Parties continued their discussions.

WHEREAS, the County has engaged in discussions with TxDOT and has continued to provide TxDOT with comments and requests throughout these negotiations.

WHEREAS, the County and other agency partners have substantial interest in how the NHHIP is implemented, have engaged their stakeholders, and have articulated their goals for the Project in various letters and other documentation to TxDOT.

WHEREAS, this Memorandum of Understanding documents the commitments from TxDOT and Harris County to cooperate regarding the planning and implementation efforts of the NHHIP in a good faith effort to address the concerns of the residents of Harris County.

WHEREAS, the Parties agree that nothing in this Memorandum of Understanding is intended to change the Purpose and Need statements in the ROD or FEIS, and that any additional or supplemental NEPA assessment for the Project will be at TxDOT’s sole discretion.

NOW THEREFORE, the Parties agree as follows:

**TERMS**

**1. Design Changes**

**a. Segment 1**

- i. TxDOT will evaluate the design of Segment 1 to reduce the footprint and rebuild within the current footprint where feasible and consistent with the existing Purpose and Need and ROD. During the evaluation to reduce the footprint, TxDOT agrees to use best efforts to minimize right of way impacts. TxDOT will communicate to Harris County the results of this evaluation prior to detailed design of any portion of Segment 1. For purposes of this agreement, detailed design is defined as any advancement of the current level of schematic design.
- ii. Upon mutual agreement between TxDOT and the Metropolitan Transit Authority (“METRO”), TxDOT commits to evaluating the feasibility of additional station locations in Segment 1 as identified by METRO, consistent with the existing Purpose and Need and ROD. METRO will identify additional station locations no later than 365 days after the effective date of this agreement.

b. Segment 2

- i. TxDOT will evaluate the design of Segment 2 to reduce the footprint and rebuild within the current footprint where feasible consistent with the existing Purpose and Need and ROD. During the evaluation to reduce the footprint, TxDOT agrees to use best efforts to minimize right of way impacts. TxDOT will communicate to Harris County the results of this evaluation prior to detailed design of any portion of Segment 2. For purposes of this agreement, detailed design is defined as any advancement of the current level of schematic design.
- ii. TxDOT will consider and evaluate the use of cantilevered frontage road sections along the depressed portions of the interstate main lanes, consistent with the existing Purpose and Need and ROD.
- iii. Upon mutual agreement between TxDOT and the Metropolitan Transit Authority ("METRO"), TxDOT commits to evaluating the feasibility of additional station locations in Segment 2 as identified by METRO, consistent with the existing Purpose and Need and ROD. METRO will identify additional station locations no later than 365 days after the effective date of this agreement.

c. Segment 3

- i. Upon mutual agreement between TxDOT and METRO, TxDOT will collaborate with METRO on the potential accommodation of METRO's planned Inner Katy Bus Rapid Transit ("BRT") connection into the Central Business District ("CBD"). METRO's planned BRT connection into the CBD will not preclude potential improvements by TxDOT in both the Inner Katy Corridor and the NHHIP.

d. Frontage Roads

- i. TxDOT will design frontage roads to include pedestrian and bike elements along all segments. The frontage road design will be in accordance with applicable design criteria for the safe movement of pedestrians, cyclists, and motorists with a focus on appropriate speed levels and design standards to achieve these outcomes.
- ii. Within the 20-foot border on the frontage roads, TxDOT will evaluate reducing the width of the outside frontage road lane and widening the proposed sidewalk behind a protective curb to change the proposed on-street bike facility to an off-street 10-foot shared use path, with the caveat that it will be subject to constraint of the right-of-way as depicted in the FEIS and ROD, the accommodation of utilities, and the accommodation of noise walls that may be warranted and desired by adjacent property owners.
- iii. The Green Ribbon Program will be implemented along frontage roads throughout all Segments.

e. Structural Caps

- i. In Segment 2, TxDOT agrees to design and construct a structural cap necessary to support North Main Street together with the southbound and northbound frontage roads over IH 45 main lanes and managed lanes.
- ii. In Segment 3, TxDOT agrees to design and construct structural caps necessary to support both the METRO light rail Red Line and Fannin Street over the IH 69 main lanes.
- iii. In Segment 3, TxDOT agrees to design and construction a structural cap necessary to support Caroline Street and Wheeler Avenue, including the intersection of these streets over the IH 69 main lanes.
- iv. In Segment 3, TxDOT agrees to design and construct a structural cap over IH 45 and US 59/IH 69 from Commerce Street to Lamar Street in order to maintain the existing level of cross street vehicle and pedestrian access as well as maintaining access to the George R. Brown Convention Center.
- v. TxDOT will design, construct, operate, and maintain the following elements of the above referenced structural caps in Segments 2 and 3:
  1. Foundations for the structural cap to support the structural capacity needed for roads;
  2. Beams that provide the structural capacity needed to support the roads;
  3. Drainage elements that meet the applicable drainage criteria to convey stormwater runoff for the interstates, local, and frontage roads;
  4. Applicable ventilation systems for the interstate; and
  5. Applicable interior lighting, fire suppression and life safety system for the interstate.
- vi. TxDOT does not commit to funding any additional improvements (aesthetic, recreational, or otherwise) for the above referenced structural caps.
- vii. TxDOT commits to analyzing and providing third-party entities with the baseline structural loading calculations of the above-described elements that could accommodate amenities to be integrated with above referenced structural caps for Segments 2 and 3. If additional amount of structural load calculations beyond these baseline calculations are required, TxDOT will perform such calculations and provide this information to entities seeking to fund or construct any amenities or improvements on these structural caps.

- viii. At the request of any entity seeking to fund or construct any amenities or improvements on these structural caps, TxDOT will also provide the construction, maintenance, and operation cost increase calculations to change the above-mentioned elements to accommodate the proposed amenities being integrated into the caps that exceed the baseline structural load capacity calculations. These construction, maintenance, and operations cost increases would be borne by the entities funding or constructing these amenities or improvements.
- ix. TxDOT will help establish a working group with other governmental entities to evaluate federal funding sources that would be available to TxDOT and other entities for the design and construction of amenities to be integrated into these structural caps.
- x. TxDOT will assist in identifying federal funding grant opportunities or other funding sources and required non-state funding match to design and construct open space amenities.
- xi. TxDOT will provide engineering assistance for third-party development of the cap amenities.
- xii. Upon mutual agreement, TxDOT will consider entering into agreements with other governmental entities to incorporate into the construction plans the design of the amenities to be integrated into the caps, either during construction or after completion of the Project.
- xiii. Upon mutual agreement, TxDOT will consider entering into agreements with other governmental entities for their operation and maintenance of third-party funded amenities, either during construction or after the completion of the Project.
- xiv. TxDOT agrees to coordinate with the County and other relevant parties on providing additional capacity for projected travel demand by incorporating transit opportunities, travel demand and management strategies, and flexible operations, as committed to in the ROD.

## 2. Public Engagement

- a. Prior to beginning construction of any portions of Segment 3, TxDOT will develop a project-specific website (the "Multilingual Website"). The Multilingual Website will provide information about construction updates, road closures, and public transit disruptions during the construction phase. The website will be translated into Spanish and will include an additional tool to provide translation of the information into other languages. Additionally, this site will be ADA-compliant, providing accessibility features.
- b. All air monitoring data will be published on the Multilingual Website as close to real-time as possible.
- c. The Multilingual Website will also include a resident complaint form residents can fill out to report offsite impacts during construction.
- d. The website will describe and list eligibility criteria for the weatherization and energy efficiency program (See ROD at 21 and ROD Appendix A at 9) and will provide links to materials regarding the rental assistance program, and the move-out stipend program provided on the Project website (See ROD at 17-20).
- e. The six NHHIP-related job fairs that TxDOT will host for potential design-build sections of the Project will be advertised on the website.
- f. Multilingual postcards will be mailed to residents in and around the project area advertising the above-mentioned website and a resident complaint line. The postcard will be translated into Spanish and other appropriate languages.
- g. TxDOT will notify all displaced public housing residents individually and provide them with information regarding how to claim priority status at the affordable housing developments currently under construction. Notice to displaced residents will include information regarding the type of units available at each development (e.g., number of bedrooms/bathrooms, whether the apartment is ADA accessible).

## 3. Air Mitigation

- a. TxDOT will ensure that air monitors in each segment will begin operating one year in advance of the commencement of construction on the corresponding segment.
- b. TxDOT will provide one air monitor in each segment and will monitor for the same pollutants in Segment 1 as those as described in the FEIS and ROD for air monitors in Segments 2 and 3.
- c. TxDOT will continue to consult with the experts it has retained to assist with air monitoring and air monitor siting on an as needed basis as the air monitoring plan is implemented in each Segment.

The confirmed air monitoring plan for each Segment will be transmitted to Harris County Pollution Control Services Department ("HCPCSD") for review and comment prior to the installation of any air monitors in that Segment. HCPCSD will provide comments within 30 business days of transmittal date by TxDOT. TxDOT will make good faith efforts to address HCPCSD's comments.

- d. TxDOT will provide HCPCSD the appropriately aggregated data from the air monitoring plan and give HCPCSD the opportunity to meet with the above-mentioned experts to review the air monitoring data.
- e. TxDOT commits to providing the County details on the weatherization and energy efficiency upgrades program as specified in the ROD as it is developed. (See ROD at 21 and ROD Appendix A at 9.)

**4. Noise Mitigation**

- a. TxDOT commits to incorporating longitudinal tining on all main lanes and frontage roads for the entire length of the Project, except on bridges that will be saw-cut longitudinally.
- b. TxDOT commits to installing additional barriers to provide aesthetic mitigation as well as noise mitigation in environmental justice areas, as defined in the FEIS, subject to adjacent landowner approval. These walls would be proposed where they would be effective for noise mitigation (reduce traffic noise levels by at least 3 dB(A)) in locations in the TxDOT right-of-way where they would not restrict access to the property, not impede drainage, and otherwise be constructible. The Parties will continue to coordinate on appropriate locations for additional aesthetic walls throughout the design phase of the Project.
- c. Prior to constructing any noise barriers or aesthetic walls proposed in the ROD and determined to be feasible, TxDOT will solicit the viewpoints of all eligible adjacent property owners in accordance with TxDOT's Traffic Noise Policy Implementation Guidance.

**5. Collaboration between TxDOT and Harris County Flood Control District on Drainage**

- a. TxDOT commits to working with Harris County Flood Control District ("HCFCD") and transmitting all project drainage plans to HCFCD for review and comment. HCFCD will provide comments to each transmittal no later than thirty (30) business days after the transmittal date by TxDOT. TxDOT will make good faith efforts to address HCFCD's recommendations.
- b. While TxDOT will follow TxDOT's Hydraulics Manual and utilize ATLAS 14 rainfall data, TxDOT will review and evaluate requests by HCFCD for the application of components of their manuals to be applied to the NHHIP drainage design.
- c. TxDOT commits to completing the detailed drainage study for Segment 1 prior to proceeding with the construction on Segment 1. TxDOT commits to a process by which HCFCD may submit feedback on the Segment 1 detailed drainage study prior to the study's completion. HCFCD will provide comments no later than thirty (30) business days after the transmittal date by TxDOT. TxDOT will make good faith efforts to address HCFCD's recommendations.
- d. TxDOT commits to negotiating a potential advance funding agreement or other agreement with HCFCD for the storm water detention basins along the Little White Oak Bayou at locations mutually agreed-upon up to and during detailed design. Upon agreement of terms, TxDOT and HCFCD will execute such agreement.
- e. TxDOT commits to negotiating potential agreements with HCFCD for HCFCD to fund, design, construct, operate, and maintain drainage basins. Upon agreement of terms, TxDOT and HCFCD will execute such agreement.
- f. TxDOT will collaborate with HCFCD to identify locations to evaluate the design and construction of bridges to accommodate improvements to the drainage channel. Specifically, TxDOT commits to evaluating a bridge at Halls Bayou and IH 45 wide enough to accommodate future channel widening within the TxDOT right-of-way if Harris County Commissioners Court has voted to approve and fund Halls Bayou channel widening prior to the 30% design completion for Segment 1.
- g. TxDOT will collaborate with HCFCD as the drainage improvements are being designed so that future planned improvements to be implemented by HCFCD can be accommodated.

**6. Housing and Public Housing Relocation Programs**

- a. TxDOT commits to providing further details regarding the distribution and allocation of the \$27 million to affordable housing initiatives committed to in the ROD. (See ROD at 16.) Once executed, TxDOT will provide the County a copy of the agreement allocating this money to the affordable housing initiatives.
- b. TxDOT will work with Houston Housing Authority to maintain active contact information for Clayton Homes displacees, and the information will be used to assist in offering Clayton Homes displacees first option to move to replace dwellings once completed.
- c. TxDOT commits to providing the eligibility requirements for the move-out cost reimbursement and rent stipend programs and will post this information on the Project website mentioned above.
- d. TxDOT commits to providing Limited English Proficiency ("LEP") service resources in a timely manner to LEP individuals. TxDOT will also secure LEP service resources through contracts where necessary and ensure contracts remain active throughout the duration of the construction process.
- e. TxDOT commits to providing required notices to affected residents dealing with both their benefits and move out dates. Required notices will be translated into applicable languages other than English based on language needs of affected residents.

**7. Park and Greenspace**

- a. TxDOT will continue discussions with Harris County regarding the surplus property near downtown and McKee Street Bridge to expand the County-owned James Bute Park.

- b. TxDOT commits to fund, design, and construct a trail network and greenway areas within the existing and proposed right of way of all Segments to provide connectivity between the neighborhoods and bayous. To aid with this, TxDOT will also provide design resources to assist other third parties, including but not limited to the Houston Parks Board, to develop a map of potential trail links within the existing and proposed right-of-way ("ROW") that may be incorporated by TxDOT if feasible.
- c. TxDOT commits to seeking and supporting funding opportunities for the design and construction of new trails that are feasible within the state's ROW and would be maintained and operated by a third party. Moreover, TxDOT will work with these third parties to identify funding sources to design and construct trail links outside the state's ROW.

#### **8. Design Coordination**

- a. TxDOT will provide the County with technical specifications of design-build portions of the project for review and comment prior to the issuance of a Request for Proposal (RFP).
- b. TxDOT will require design coordination meetings of its design-build contractor and affected governmental entities. TxDOT will transmit to Harris County its design criteria for the design-bid-build portions of the NHHIP for review and comment prior to the start of detailed design. Harris County will provide comments no later than thirty (30) business days after the transmittal date by TxDOT. TxDOT will make good faith efforts to address Harris County's comments.

#### **9. Connectivity and Local Streets**

- a. TxDOT commits to expanding the traffic impact studies to evaluate turning movements, level-of-service, safety, and other factors over a wider area than currently contemplated in the Interstate Access Justification Report. Specifically, TxDOT will perform a traffic analysis for operations on the following:
  - i. North San Jacinto Street with IH 10 and the associated ramps in the proposed condition;
  - ii. Franklin and Congress, and the respective intersections with Jackson, Chenevert, Hamilton, New Hamilton, and St. Emmanuel in proposed condition;
  - iii. Smith and Louisiana, and the respective intersections with Preston, Congress, and Franklin in the proposed condition; and
  - iv. Milam and Travis, and intersections with Preston, Congress, Franklin, and Commerce in the proposed condition.
- b. For Segment I, TxDOT agrees to perform a comprehensive traffic analysis for intersecting local streets identified by Harris County that TxDOT concurs warrants expanded study including but not limited to an evaluation of turning movements, level-of-service, and safety. Harris County will identify the intersecting local streets to be studied by TxDOT no later than 365 days after the effective date of this agreement. TxDOT will complete the study prior to the start of 60% detailed design of the application portion of Segment I.

#### **10. Transit and Multimodal Transportation**

- a. TxDOT commits to providing a minimum of fourteen (14) calendar days' notice of service disruptions caused by the NHHIP to bus riders for temporary scheduled closures. TxDOT will post multilingual notices of scheduled closures on the Multilingual website.
- b. TxDOT commits to coordinating with METRO to design the reconstruction of HOV lanes or ramps to allow the conversion to full-time two-way operations that is consistent with the existing Purpose and Need and the ROD.

#### **11. Construction**

- a. TxDOT will provide a project-specific Multilingual Website that will provide road closure notices and detour routes as applicable.
- b. For high-traffic-impact closures, TxDOT will send out enhanced notifications in addition to posting information on the Multilingual Website.
- c. The project specific multilingual website will include a functionality for the public to make requests and communicate concerns to TxDOT about the NHHIP during the construction phase.

#### **12. Schools**

- a. Prior to beginning construction of each Segment, TxDOT commits to meeting with the schools affected by the NHHIP to discuss the construction phase and mitigation measures, including those intended to lessen impacts to student pick-up and drop-off operations. TxDOT agrees to continue discussions with affected schools during construction so that any updates or changes to construction or mitigation measures are communicated prior to their implementation.
- b. TxDOT will coordinate with impacted schools to address construction phasing and mitigation effects during STARR testing and other sensitive times.

#### **13. Stormwater Quality**

- a. While TxDOT will follow its practices for stormwater quality management, TxDOT will review and evaluate requests by Harris County for the application of components from its practices.

**14. Communication**

- a. TxDOT agrees to provide Harris County annual updates regarding the status of commitments contained in this agreement. The annual update would include TxDOT's efforts to achieve commitments and any determinations of infeasibility.

**15. Termination**

- a. Each party may cancel its participation in this MOU, upon 30 days written notice, if the project is removed from the Texas Unified Transportation Program.

**16. Parties' Understanding**

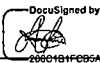
- a. This MOU represents the parties' agreement following good faith attempts to resolve the concerns raised by the County in the Litigation regarding the NHHIP. With TxDOT's commitment to the terms enumerated in this agreement, the parties agree that the County's concerns that were the basis of the Litigation have been satisfied and the County supports the advancement of the Project.

**END OF LITIGATION**

IN CONSIDERATION of the foregoing, and immediately upon execution of this Memorandum of Understanding, the County will file a stipulation of dismissal of the Litigation signed by all parties pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), or alternatively move for dismissal of the Litigation pursuant to Fed. R. Civ. P. 41(a)(2). The terms of this Memorandum of Understanding will become effective upon the dismissal of the Litigation.

IN WITNESS THEREOF, the Parties have caused this Memorandum of Understanding to be duly executed as shown below.

**HARRIS COUNTY**

By:  \_\_\_\_\_  
DocuSigned by:  
20201211F095A48C...  
 County Judge Lina Hidalgo

Date: December 22, 2022

**TEXAS DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
 Marc D. Williams, P.E.  
 TxDOT Executive Director

Date: \_\_\_\_\_

## **Two Decades of Advocacy and Collaboration**

### *Balancing Urban Equity with Transportation Imperatives*

The promise of this Project benefits from years of community and agency engagement. Central Houston, with its interest in creating a flourishing Downtown neighborhood in concert with adjacent neighborhoods, convened community stakeholders and participated alongside TxDOT, regional, and city transportation authorities, beginning in 2002, to shape the proposed Project as responsive to, and beneficial for, Houston neighborhoods touching on Downtown and the broader region. The enclosed timeline of engagement traces these milestones amid a multitude of stakeholder meetings. (**Project Engagement Timeline**, *enclosed*). We can provide any documents referenced in the timeline upon request.

The exhibits that follow provide evidence of the degree to which TxDOT's engagement with community stakeholders, including Central Houston, has addressed the impact of the Project on Houston's urban fabric, while focusing on issues that involve safety, mobility, equity, sustainability, and resiliency. In these exhibits, we have highlighted mitigation strategies upon which we have worked with TxDOT and community stakeholders, with varying success. We trace these mitigation strategies from the equitably impactful realignment and trenching proposals (Exhibit 1), to designs for cap parks, bridges, surface streets, and green spaces (Exhibits 2 through 8) that comprise our larger collaborative efforts to shape the Project as it touches Downtown neighborhoods. In each of these mitigation strategies we have highlighted the purpose of the work and the transportation and equity issues we address. In each of the mitigation strategies we have accomplishments, as well as areas upon which we continue to work, and aspects for which we could use help. To this end, we appreciate a fresh set of eyes on transportation challenges in our urban setting as we continue our efforts to knit together the fabric of this richly diverse City.

## EXHIBIT 1

### Realigning and Trenching the Highway

#### *Shaping the Project to Reconnect Neighborhoods to Jobs and Opportunities and to Restore Community Cohesion*

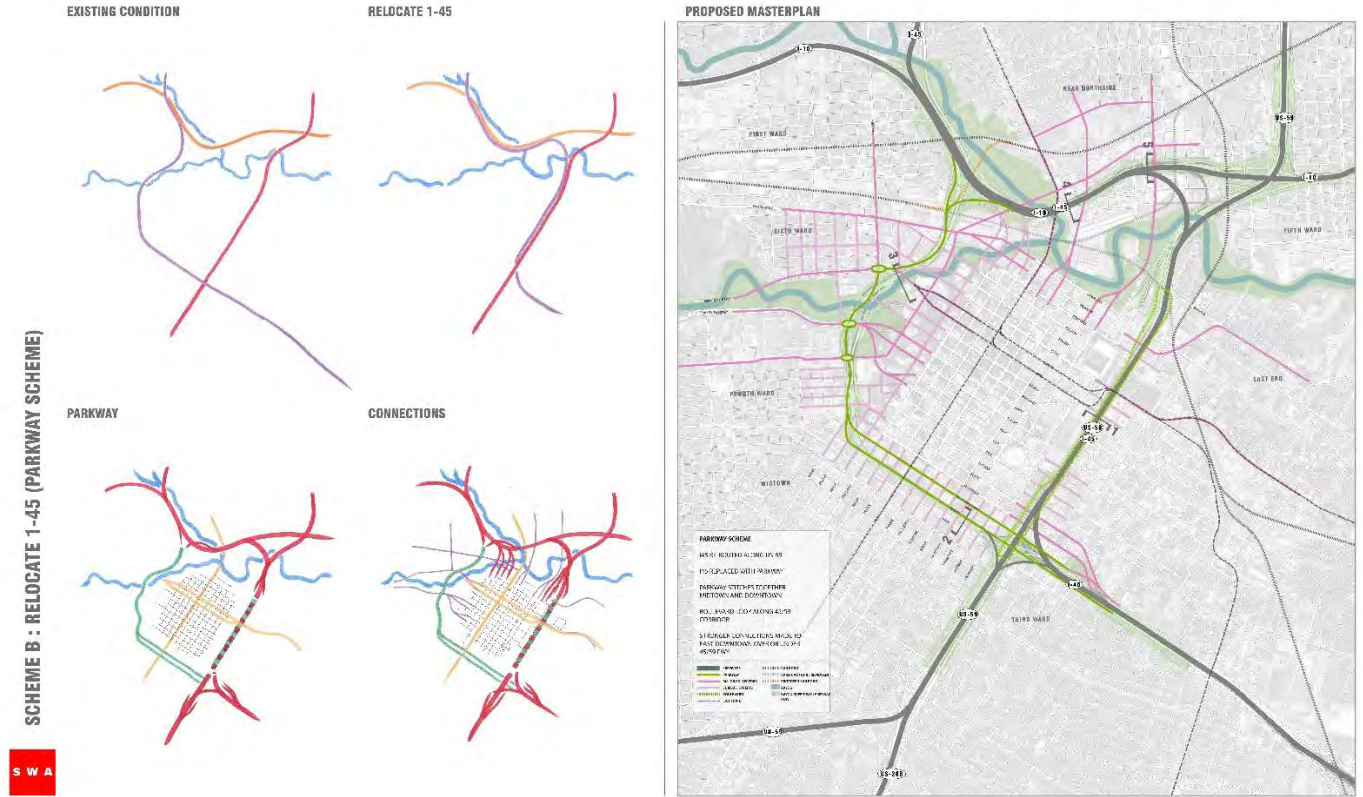
Two early successes are notable for their role in balancing transportation safety with urban equity.

First, through early advocacy, TxDOT responded to key alternate highway plans arising from the community. Adopting community concerns, Central Houston proposed reshaping the highway alignment around Downtown, by moving highway 45 from the west side of Downtown to the east side and running it parallel with highway 69, thereby reducing the number and complexity of interchanges, improving traffic flow, addressing safety standards, and enhancing mobility. (**Alternative Highway Alignment, 1A enclosed**) See also **Attachment B1-3, TxDOT Correspondence**. This key move reconnects formerly separated, racially diverse, communities to the west and south of Downtown's cultural, civic and employment opportunities while providing more cohesive connections between Downtown and its neighbors to the east: East Downtown, Second Ward, and East End.

Second, TxDOT adopted the communities' early suggestion to trench the realigned east side highways touching Downtown. The current elevated portion of highway divides Downtown from the traditionally African-American Third Ward and the largely Hispanic Second Ward/ East End, neighborhoods that have grown apart and suffered economically in the shadow of a decades old elevated highway. The impact of TxDOT's decision lifted an inequitable burden placed on these communities and creates the conditions for a re-flourishing of formerly severed and underserved neighborhoods. (**Alternative Highway Alignment, 1B enclosed**). See also **Attachment B4, TxDOT Correspondence**.

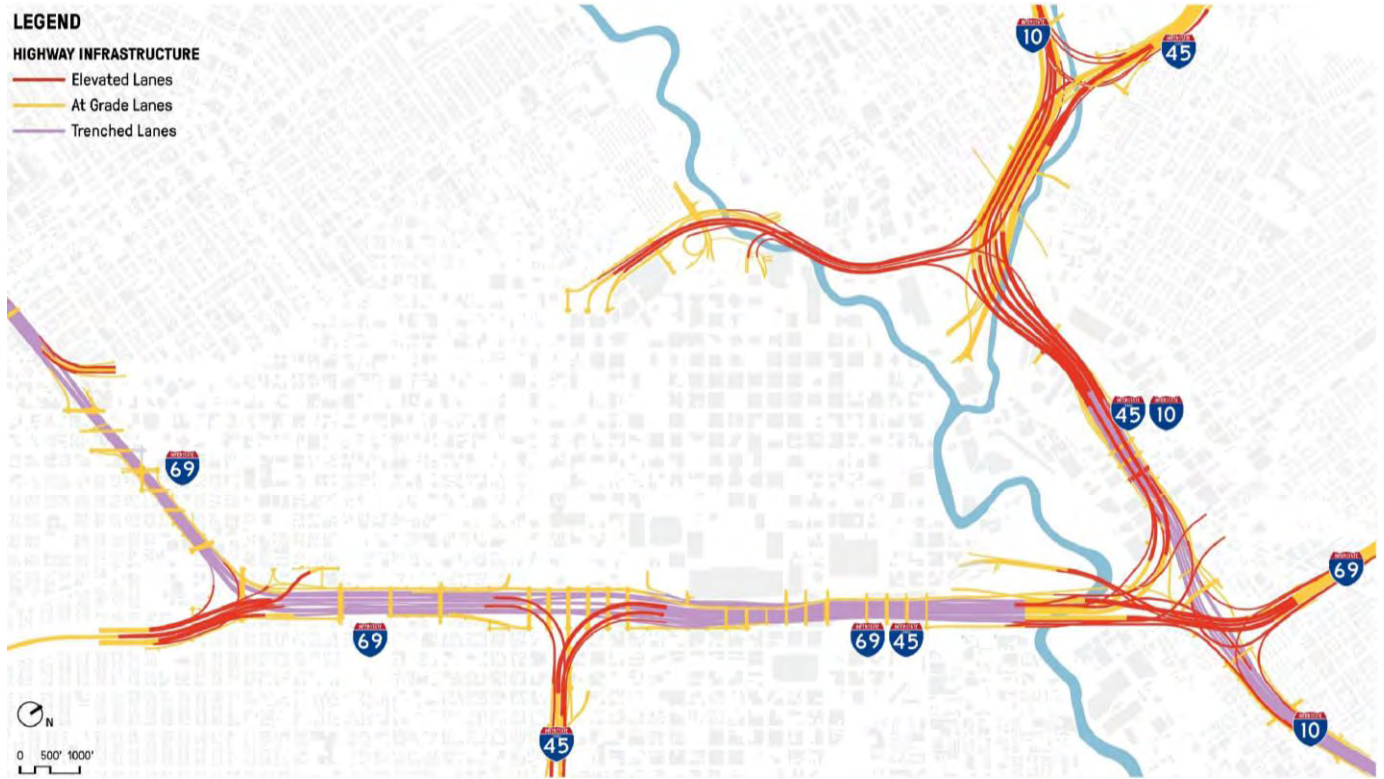


# Alternative Highway Alignment: Relocate I-45



Alternative Highway Alignment Proposed by Central Houston

### Alternative Highway Alignment: Trenched I-45 & I-69



*Depressed I-69 and I-45 Highway Proposed by Central Houston*

## EXHIBIT 2

### EaDo Cap Park

*Creating a 30-acre, multi-use green space joining racially diverse neighborhoods with Downtown*

Following on the decision to trench highways 69 and 45 along the east side of Downtown, TxDOT engineers worked with Central Houston to provide possible options for the integration of planting, amenities, and development on the cap structure so that the conceptual designs for the thirty-acre multi-use green space and development could accommodate the requests of community stakeholders, civic leaders, and urban planning consultants. While the integration of these elements is still a work in progress with TxDOT, all parties recognize the importance of a fully rendered cap park to establishing the reconnection of the historic Second Ward Hispanic community to the civic, cultural, and employment opportunities offered in Downtown. Structural caps like the proposed EaDo Cap Park usher in the opportunity for revitalization of adjacent, racially diverse communities, to both enjoy the high-comfort connections to the activities in Downtown and access a world-class people-focused destination, rivaling the parks on Houston's western boundaries.

**ACHIEVED:** TxDOT is providing a 30-acre concrete cap over the trenched highways.

**IN PROGRESS:** Central Houston is providing conceptual designs and cost estimates for adding development and greenspace on and adjacent to the cap.

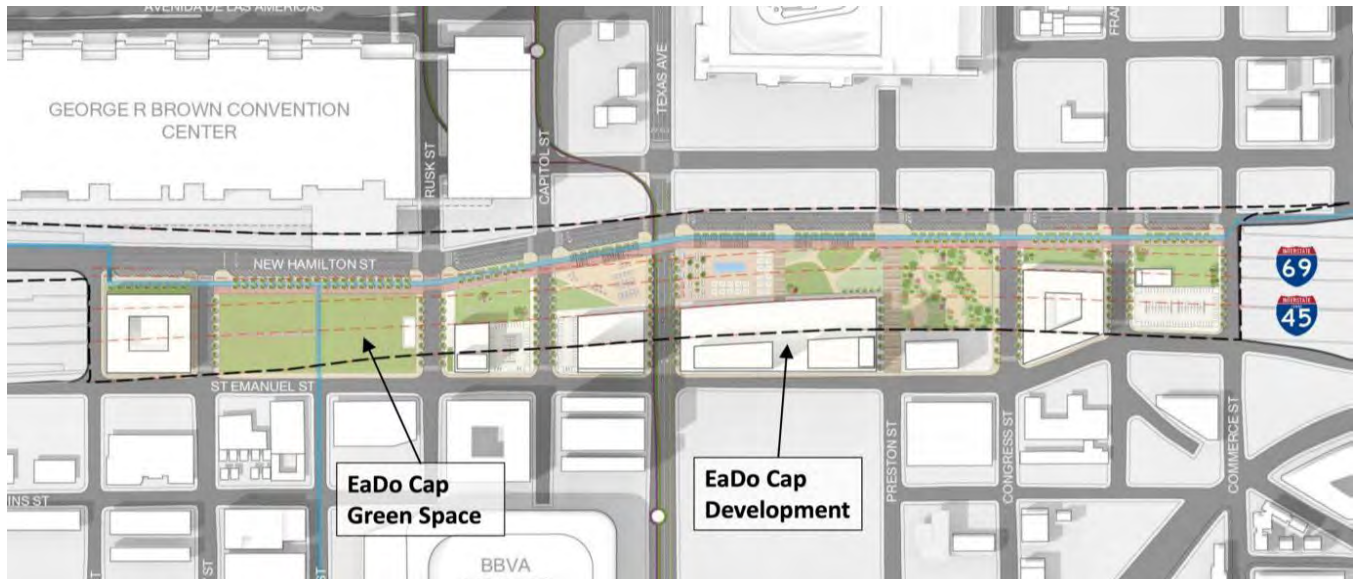
**NEED HELP WITH:** Providing accommodations for the elements that support recreational use and high-comfort crossings, including air rights for development, utility coordination, tree wells, waterproofing, irrigation, and grass as depicted in the TxDOT renderings of this cap area.



### EaDo Cap Development and Green Space

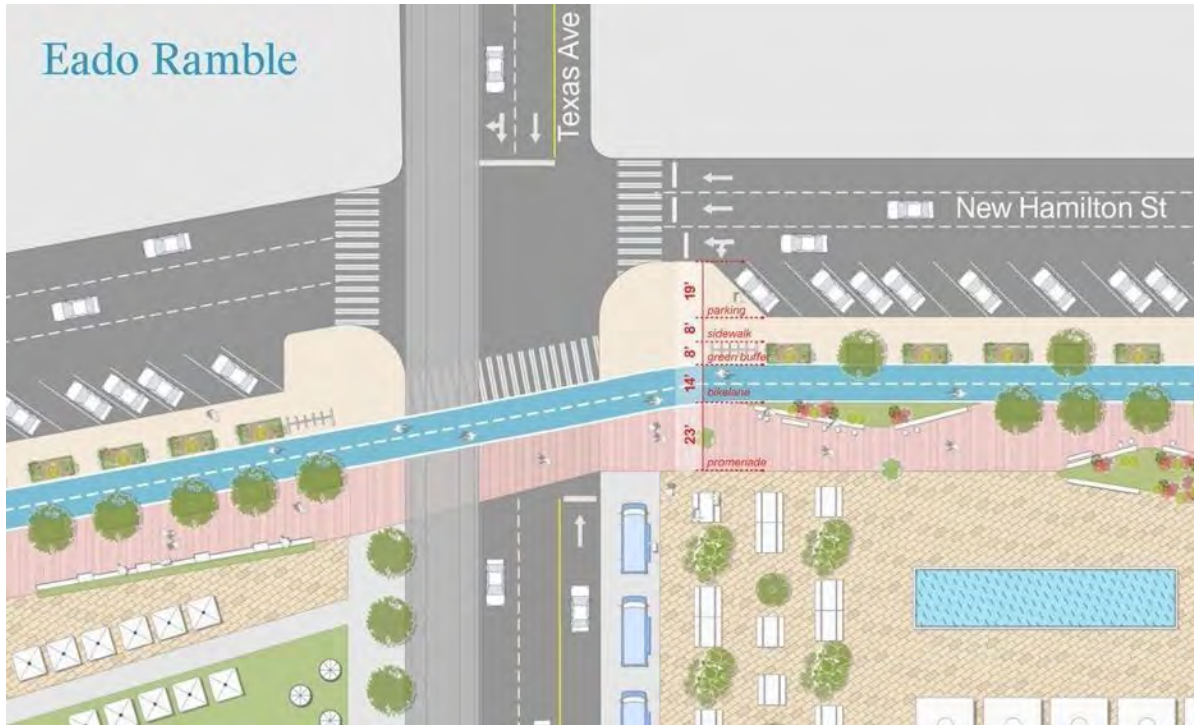


*Existing highway condition at I-69 at George R Brown Convention Center*



*EaDo Cap Development and Green Space over trrenched combined highways*

# EaDo Cap Development and Green Space

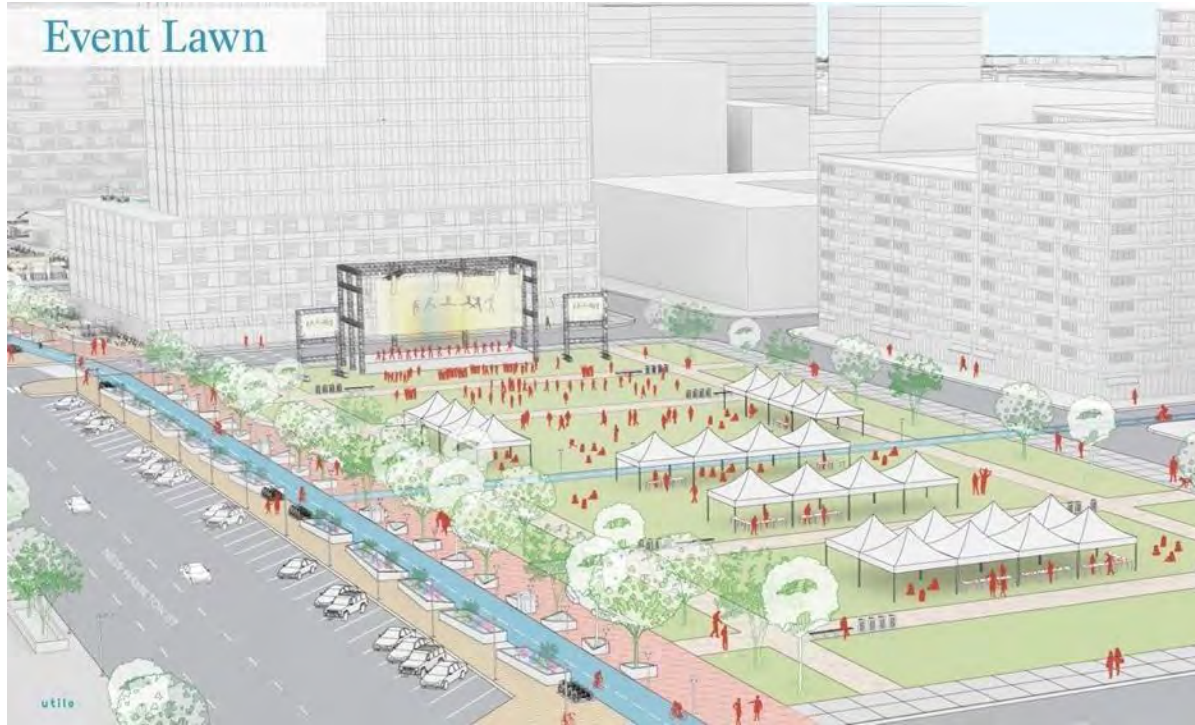


*Proposed promenade extends across 10 city blocks*



*Proposed promenade with dedicated paths for cyclists and pedestrians*

# EaDo Cap Development and Green Space



*Event lawn for world-class civic-centered gatherings*



*Public market for large and small retail opportunities*

## EXHIBIT 3

### Andrews Street Reconnection

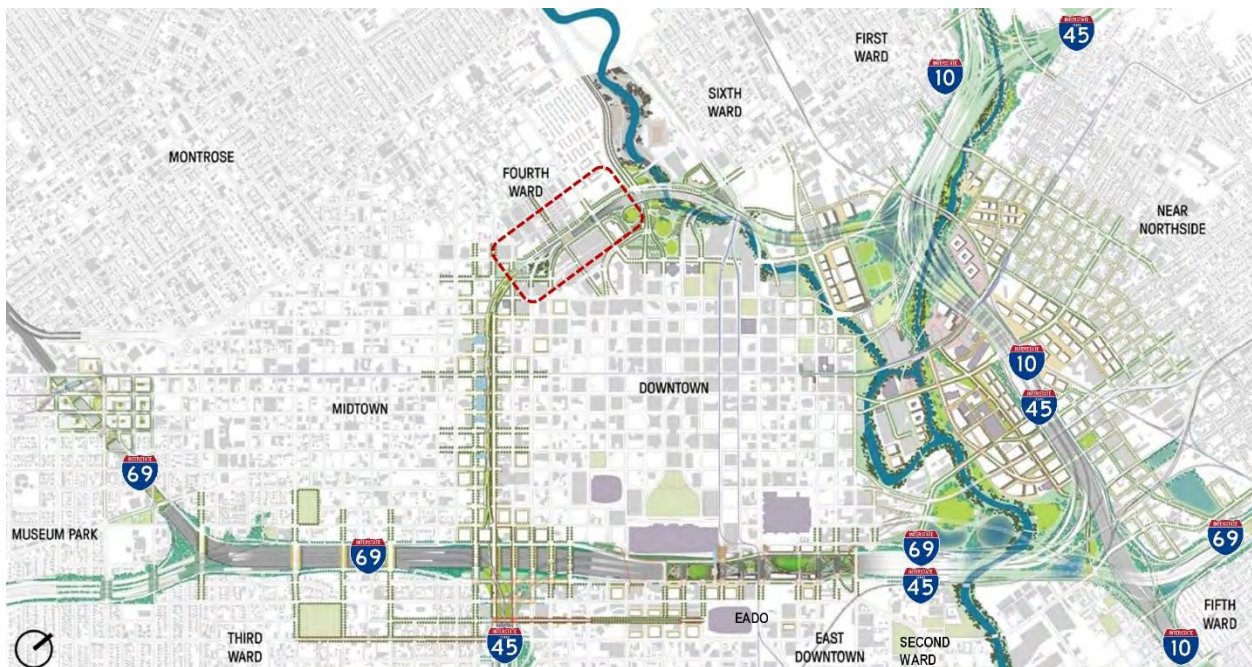
#### *Building a pedestrian bridge and reconnecting historically important Freedmen's Town and Downtown*

TxDOT proved responsive to Central Houston's proposal to trench the west-side Downtown Connector south of Buffalo Bayou Park and Allen Parkway. TxDOT's decision enables Andrews Street to extend over the trench and reconnect the Fourth Ward with Downtown, including sites like the African American Library at the Gregory School and the Antioch Missionary Baptist Church which were once part of this historically important African-American community known as Freedmen's Town, having recently been designated by Unesco as part of its "Slave Route Project". This community was altered when Highway 45 was located along the western side of Downtown in 1962, not only isolating the community from jobs and opportunities in Downtown but altering the rhythm and fabric of the neighborhood community itself. TxDOT's accommodation of an alternate proposal to relocate Highway 45 to the east of Downtown provides not only a safer and more efficient transportation route, but a redemptive opportunity to reconnect the Freedmen's Town community with Downtown.

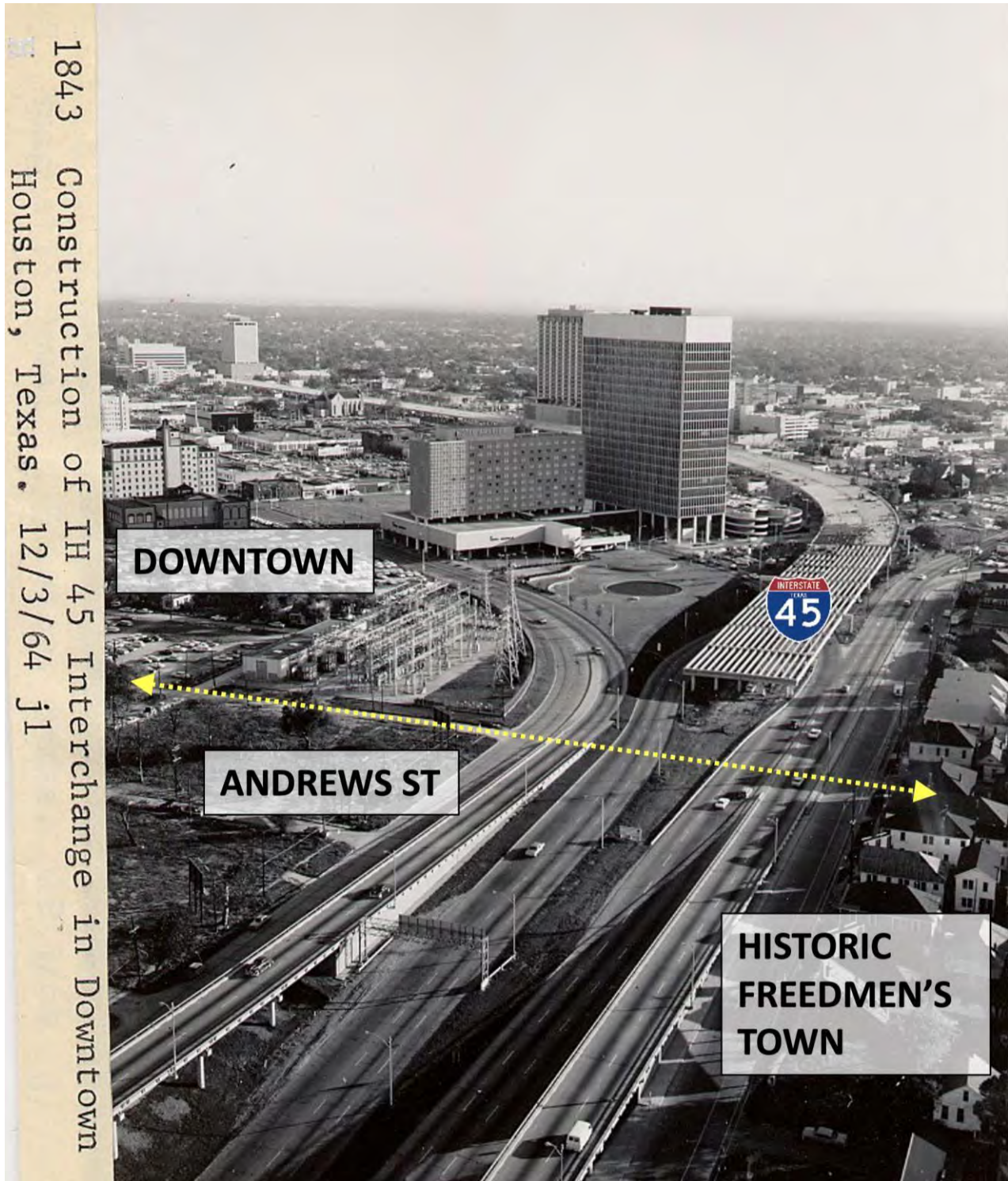
**ACHIEVED:** TxDOT agreed to trench the Downtown Connector Ramps so that Andrews St may extend overhead via a pedestrian bridge to Downtown.

**IN PROGRESS:** Central Houston is coordinating planning for an iconic bridge and greenspace.

**NEED HELP WITH:** The ability to create a landmark bridge flanked by an enhanced bikeway on Heiner St is crucial in helping mark this important community's presence and history.



# Andrews Street Reconnection



*Aerial photo of I-45 installation through Fourth Ward, cutting off Andrews St*



# Andrews Street Reconnection



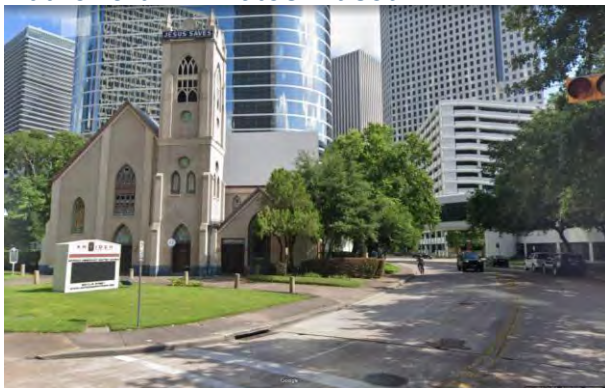
*Aerial photo of Freedmen's Town Historic Sites separated by I-45*



*Rutherford BH Yates Museum\**



*Bethel Church Historic Site*



*Antioch Missionary Baptist Church\**



*Gregory School\**

*\*Designated site included in UNESCO's Slave Route Project*

# Andrews Street Reconnection



*Existing elevated highway cutting off Andrews St*



*Proposed trenched Downtown Connector allowing Andrews St Pedestrian Bridge to extend through to Downtown*

## Andrews Street Reconnection



*Existing highway disconnects Andrews St from Downtown*



*New trenched Downtown Connector below Andrews St reconnects historic sites via a wide pedestrian signature bridge*

## EXHIBIT 4

### Garden Bridges

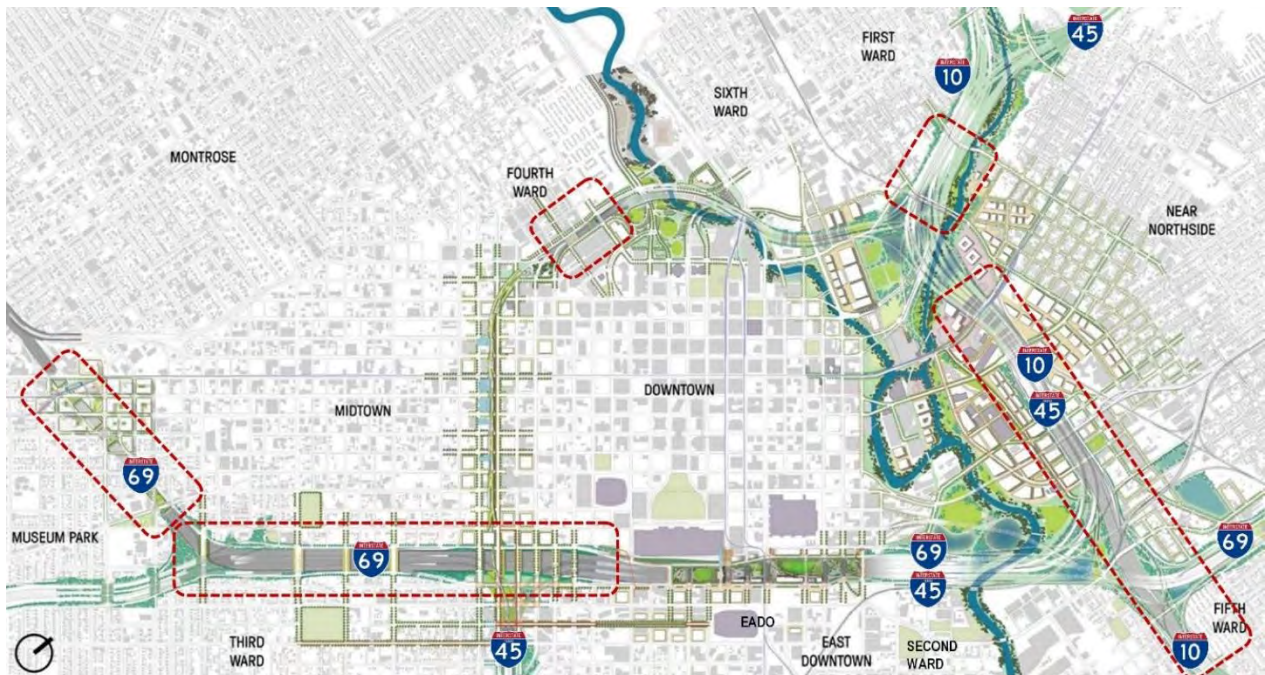
*Advocating for a project-wide network of street bridges that support high-comfort pedestrian and multi-modal connectivity*

TxDOT continues to work with Central Houston, as we lead conversations with neighborhood stakeholders, community groups, and the City of Houston to realize the proposed twenty-four new street bridges crossing the trenched highways in Segment 3 of the Project. Central Houston anticipates these structures will be built as high-comfort, multi-modal “garden bridges” to link the cultural assets of Second, Third, Fourth, and Fifth Wards and Downtown. These Wards – at every point of the compass and on the “outside” of the highways (10, 45 & 69) encircling the civic, entertainment and employment opportunities offered in Downtown – will have the promise of enhanced connectivity as a result of design decisions fostered by the Project.

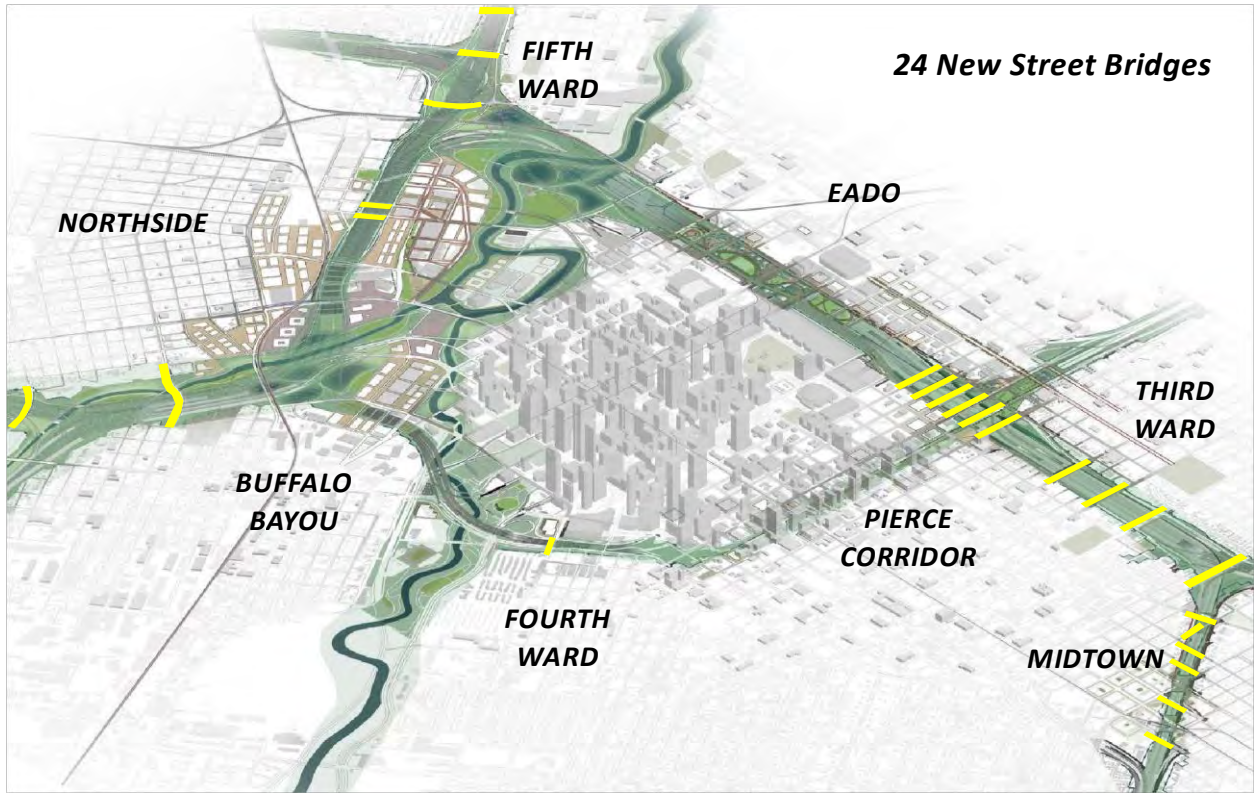
**ACHIEVED:** TxDOT is providing much wider street bridges project-wide to accommodate pedestrian walking paths and bike facilities buffered from vehicles.

**IN PROGRESS:** Central Houston is providing conceptual designs for adding trees, planters, shading devices and decorative lighting to further enhance the user experience.

**NEED HELP WITH:** The structure for the bridges needs to accommodate the elements that provide high-comfort crossings, including tree wells, raised planters, waterproofing, irrigation and lighting. These elements must be equitably provided across the entire project.



# Garden Bridges



24 new street bridges rebuilt throughout Segment 3 as part of the NHHIP



Central Houston proposed high-comfort Garden Bridges

## Garden Bridges



*Typical 4'-6' pedestrian realm on street bridge over I-10*



*Central Houston Proposed 12'-17' pedestrian realm on street bridges throughout NHHIP*

## EXHIBIT 5

### Midtown Caps & Bridges

*Restoring economic vitality by reconnecting racially diverse neighborhoods with caps and bridges*

As the Project becomes manifest in Midtown it will benefit long-neglected communities as a direct result of TxDOT's decision to work with Central Houston and a bevy of stakeholder interests. TxDOT has worked extensively with Central Houston, neighborhood civic associations, METRO, and the City of Houston, to create conceptual designs and cost estimates for three cap parks and five "garden bridges" that cross trenched highway 69 in the racially diverse neighborhood of Midtown. Central Houston has spearheaded this effort understanding that these designs when taken as a whole with others throughout Segment 3 of the Project will provide the greatest economic and connectivity benefit, as the improvements radiate out and encompass areas outside the immediate highway Project. The ION innovation district in Midtown, the surrounding residential neighborhoods, City parks, and a multimodal transit center will be connected to the racially diverse communities of Midtown, Third Ward, Museum District, and the affluent Montrose area through direct access by all modes of transportation. The current section of highway 69, where elevated, has separated these central city neighborhoods, and where previously trenched, has isolated formerly connected communities with vehicle-centered bridges that dissuaded pedestrian and multi-modal transport.

**ACHIEVED:** TxDOT is providing three caps and wider bridges over trenched I-69 at Midtown.

**IN PROGRESS:** Central Houston is providing conceptual designs for providing trees, planting, decorative lighting and shade structures on the caps and bridges.

**NEED HELP WITH:** Providing accommodations for the elements that support recreational use and high-comfort crossings, including air rights for development, utility coordination, tree wells, waterproofing, irrigation, and grass as depicted in the TxDOT renderings of this cap area.



### Midtown/Third Ward Caps & Bridges



2005 Construction of I-45-I-69 interchange  
1972 Demolition/destruction of Third Ward urban fabric to accommodate I-69



Central Houston proposed Cap Parks and Garden Bridges over trenched I-69 at Midtown and Signature Bridges at Third Ward offer important opportunities for reconnection



## Midtown / Third Ward Caps and Bridges



*Existing elevated I-69 at Alameda Rd*



*Central Houston proposed Cap Park at Cleburne St and Garden Bridge at Alameda Rd*

# Midtown Caps and Bridges



Existing elevated I-69 at Main St



Central Houston proposed Transit Center Cap Park and Garden Bridge at Main St

### Third Ward Signature Bridges



*Existing Elgin St Bridge over I-69*



*Central Houston proposed Signature Bridge at Elgin, Tuam and McGowen Streets over I-69*

### Third Ward Signature Bridges



*Existing Tuam St Bridge over I-69*



*Central Houston proposed Signature Bridge over I-69*

## EXHIBIT 6

### Northside Street Reconnections

#### *Enhancing connectivity through rebuilding surface streets*

TxDOT has worked with Central Houston to examine city streets for multiple opportunities to identify necessary improvements and enhance connectivity as part of the Project. Foremost is promoting safe connectivity between central city neighborhoods while accommodating all users and modes as appropriate to each corridor, and especially those facilities that cross the planned Project footprint. Interfacing transit, bicycle and pedestrian networks within the vehicle transportation mandate has been a high planning priority. Where right-of-way public utilities are deserving of rehabilitation or full replacement, coordinating those capital improvements across multiple agencies has been a focus for Central Houston. One of the most prominent thoroughfares receiving high-level attention by Central Houston, in collaboration with TxDOT and the City of Houston, is North San Jacinto St – impacted by both the Project and the North Canal, also planned as a future Houston bikeway and vital to METRO’s regional express bus services. Further, Central Houston has conducted high-level corridor analyses for those city streets parallel to and crossing the EaDo Cap and for the ingress/egress ramps for the Downtown Connectors.

**ACHIEVED:** TxDOT is making allowance for the extension of N San Jacinto under the highway project.

**IN PROGRESS:** Central Houston is providing engineering design consultants to develop documents for full corridor coordination across multiple agencies.

**NEED HELP WITH:** Extending N San Jacinto from existing highway 10 frontages to future NHHIP frontages, and northward to Greater Northside. Extending and reconnecting other key city streets such as Gregg Street, Runnels Street and Nance Street.

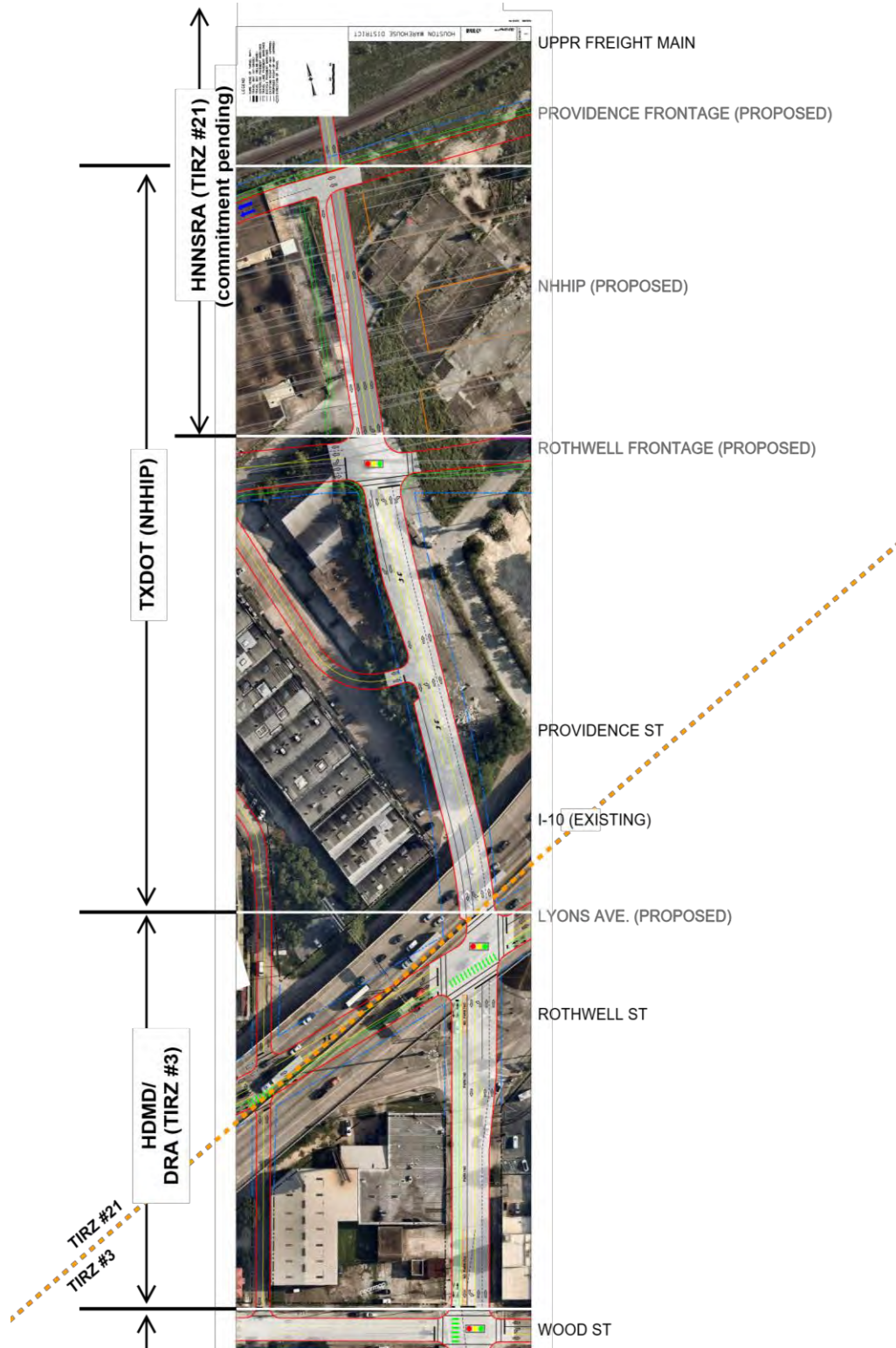


# North San Jacinto Street Connection

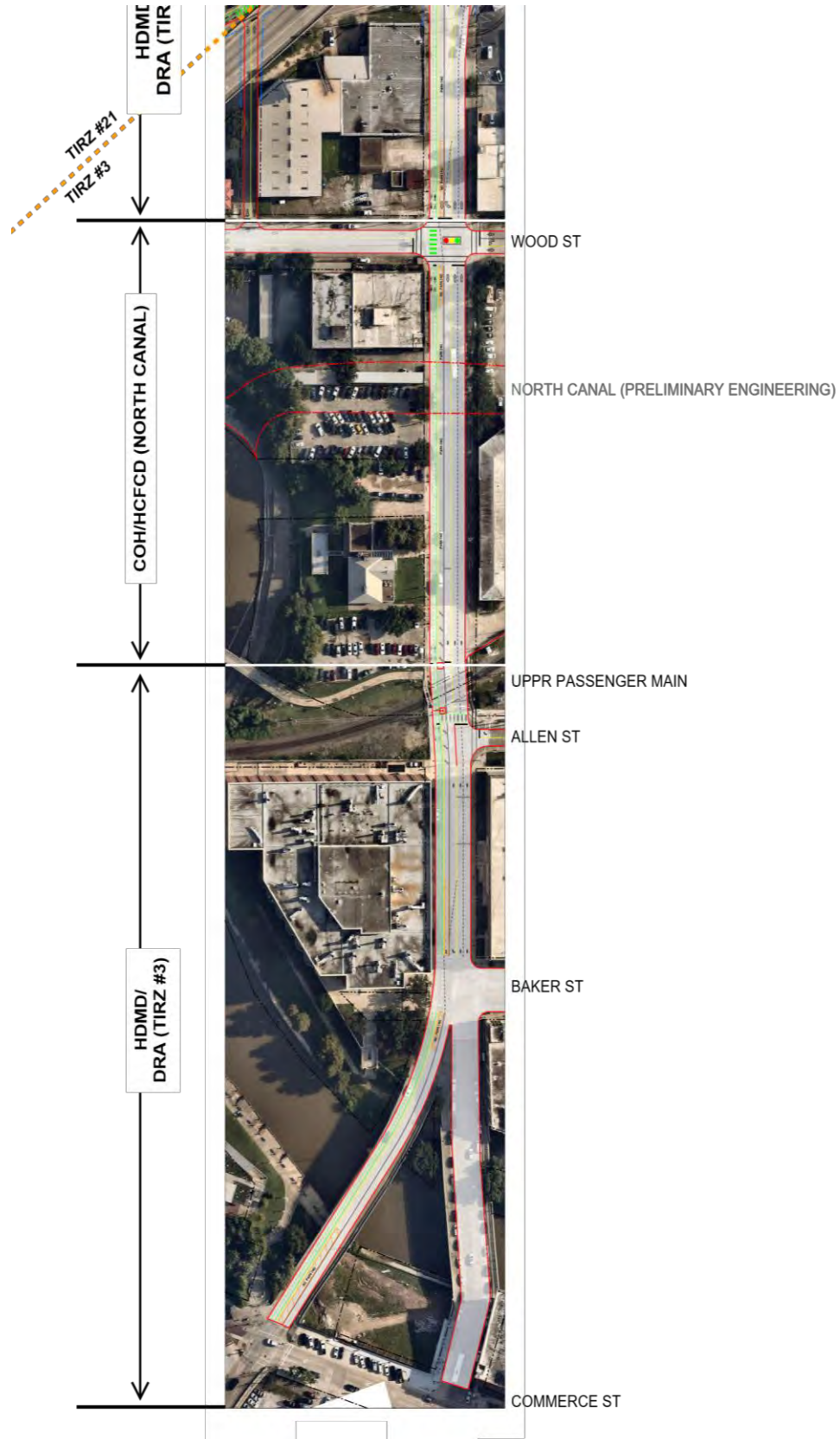


North San Jacinto St extension from existing I-10 to the NHHIP

# North San Jacinto Street Connection

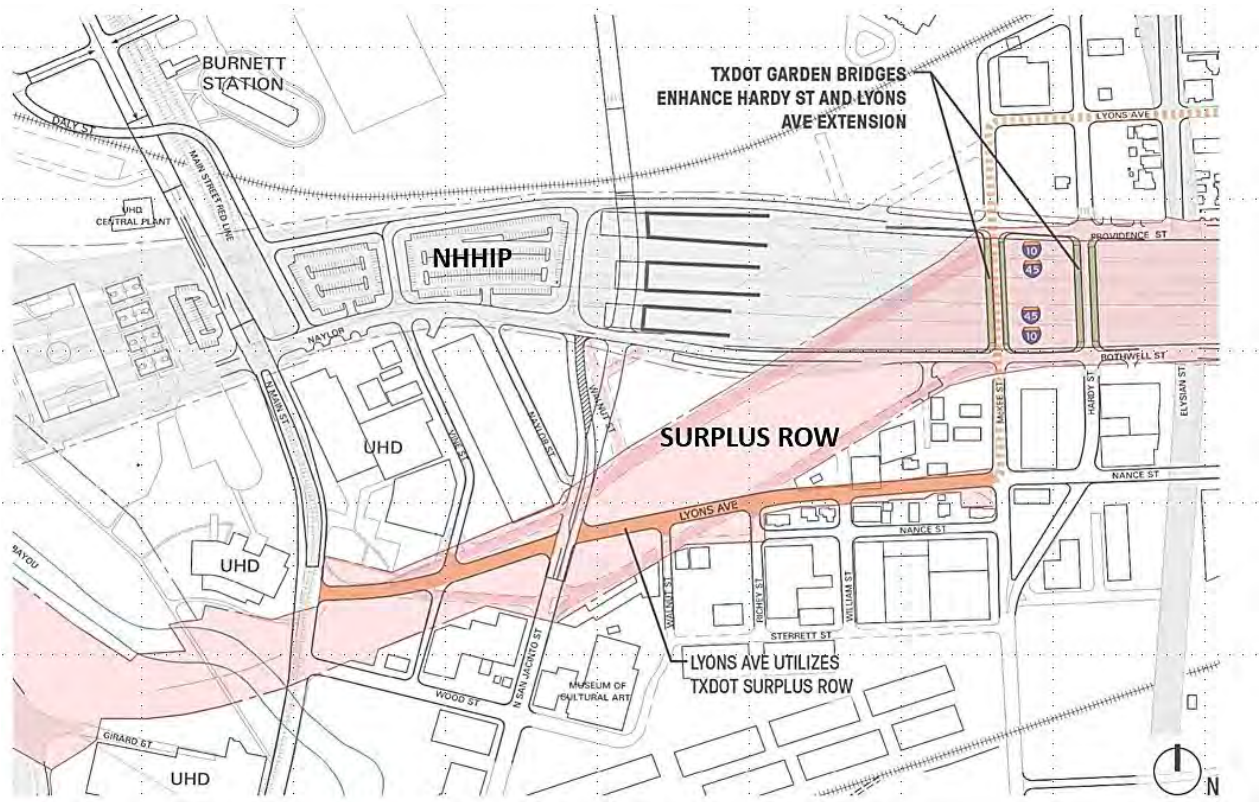


# North San Jacinto Street Connection





# Nance St / Lyons Avenue Connection



*Use of Surplus ROW to reconnect Nance St via Lyons Avenue*

## EXHIBIT 7

### White Oak Bayou

#### *Advocating for storm resiliency and supporting public green space in the highway understory*

In its consideration of the Project's White Oak Bayou segment, TxDOT has reviewed Central Houston's designs and community concerns. Central Houston seeks to balance resiliency measures, community use of, and access to meaningful green space, as well as the City-wide interest in accommodating more transit lanes along this segment of highways 10 & 45. In working on the issue, we are advocating for TxDOT to design thoughtful, elevated highway placement to maintain and enhance the flow of stormwater and support resiliency measures along White Oak Bayou while also preserving and enhancing opportunities for public greenspace and trails. By agreeing to consider the placement of the columns to provide useable and more aesthetically pleasing waterfront green space, TxDOT combines two priorities – stormwater management and right-sizing the highway lane configuration to accommodate transit. We continue to work with TxDOT to advance a design for use and access to meaningful green space.

**ACHIEVED:** TxDOT is using wider column spans in this area to mitigate the visual impact and allow bayou waters to flow in flood events, supporting the greater aspirations of the North Canal Resiliency Project to which the TxDOT is contributing \$20 million through the NHHIP.

**IN PROGRESS:** Central Houston is providing conceptual designs for adjusting the topography for new detention ponds, allowing for new enhanced trails and plantings to filter runoff water from highway structures.

**NEED HELP WITH:** Beyond mitigating the visual impact of the new elevated highway structures, Central Houston requests TxDOT evaluate the Project's hydrological studies and site grading as an ecological approach to address native plants, wild-life and water treatment in this area.

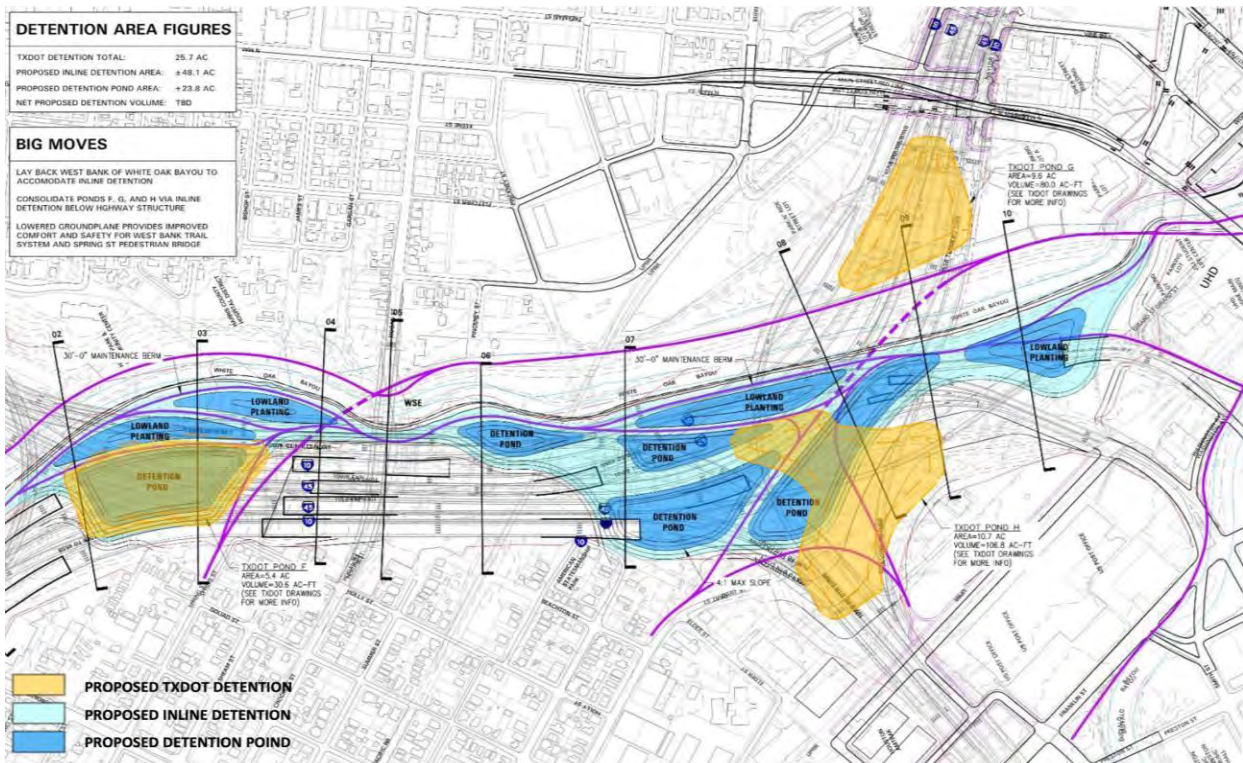


EXHIBIT 7

# White Oak Detention Gardens



TxDOT proposed detention ponds for this highway segment



Reconfiguration of detention basins to allow for new trails and buffer planting

EXHIBIT 7

Enhanced Public Greenspace and Trails



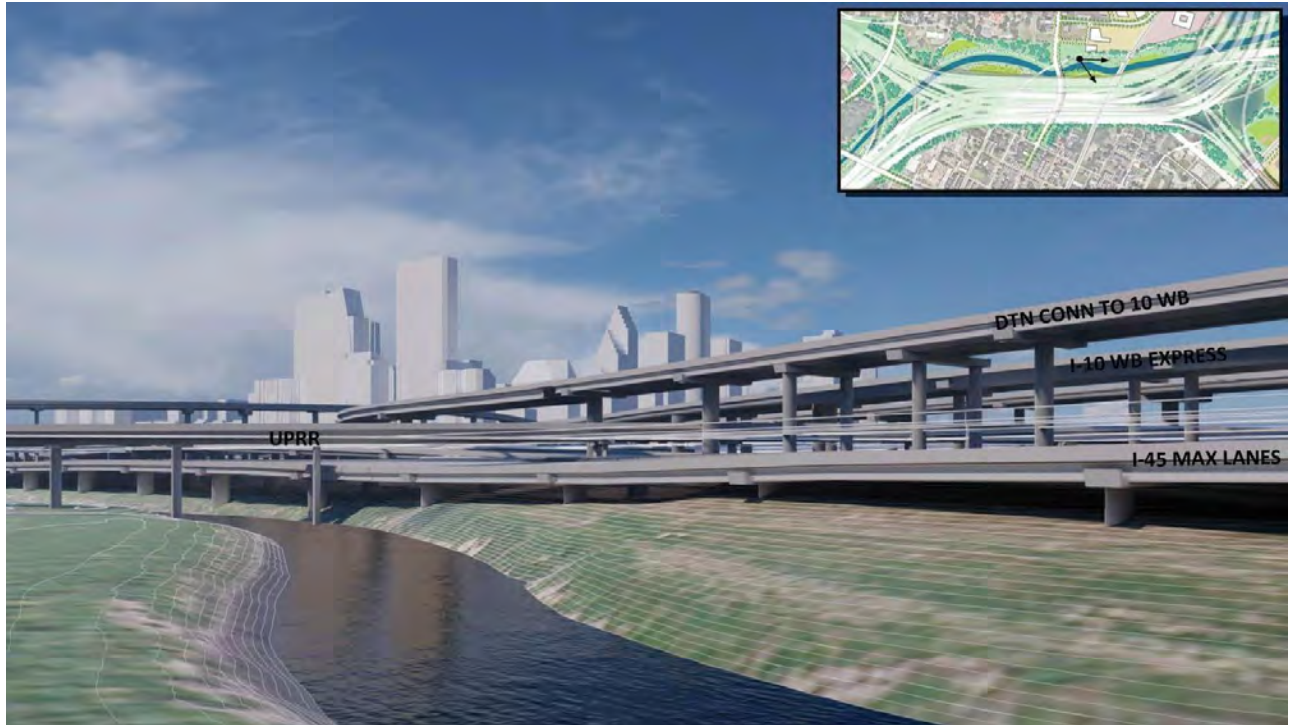
*Highway Understory – Existing condition near White Oak Bayou at UHD*



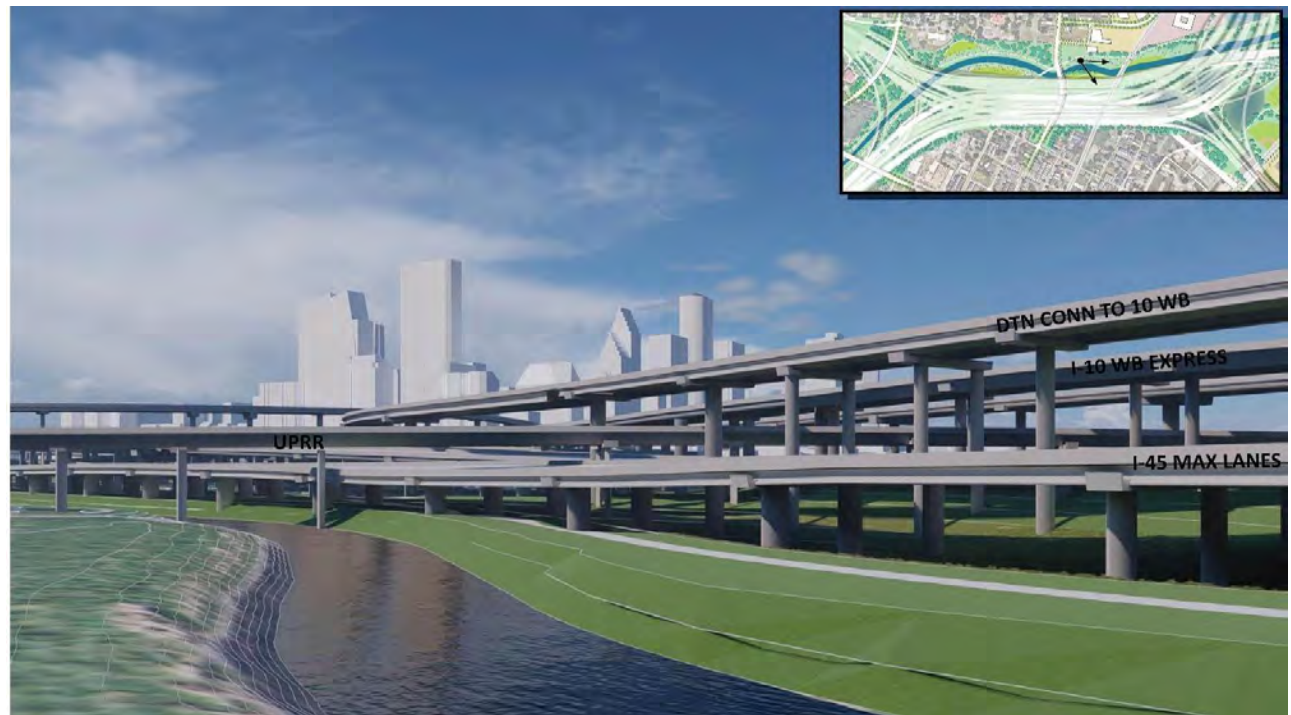
*Highway Understory – Proposed condition near White Oak Bayou at UHD*

EXHIBIT 7

Enhanced Public Greenspace and Trails



*Existing grading under new highway structure along White Oak Bayou*



*Proposed regrading under new highway structure along White Oak Bayou*

## EXHIBIT 8

### Green Loop

#### *Enhancing green space and connecting cultural assets in the urban core*

The promise of the Project to align green space, neighborhood connectivity, and storm-resiliency across racially diverse communities adjacent to Downtown grows out of TxDOT's willingness to collaborate with Central Houston and area stakeholders as a recognition that an urban centered transportation project such as the NHHIP must account for the many ways it touches the lives and neighborhoods through which it passes. Responsive to stakeholder feedback, civic priorities, and economic studies, assessing the opportunities in Segment 3 of the Project, TxDOT has recognized that Central Houston has undertaken a larger strategy to connect cultural assets across communities as a means of re-connecting these formerly separated neighborhoods and as an opportunity for establishing points of destination within these communities for the greater good of Houston. Refined through community response, the idea of using the civic opportunities made possible by the Project to form a walkable and bikeable, multi-modal loop around Downtown that ties into existing and future-planned pedestrian trails and bike networks was validated by community engagement, especially during the production of the 2017 Plan Downtown: Converging Culture, Lifestyle & Commerce where the "Green Loop" is presented as the future vision of Houston, and generally catalyzed by Segment 3 of TxDOT's NHHIP.

**ACHIEVED:** TxDOT is providing four caps and 24 wider bridges over trenched highways that serve as catalysts for community connectivity and enhancement.

**IN PROGRESS:** Central Houston is providing conceptual designs for a 5-mile circuit of distinct project zones that comprise Segment 3, realizing that the opportunity for economic and social impact across these projects is much greater when taken as a sum of the parts; from city-wide perspective, the Green Loop Concept holds the most impactful opportunity for reconnecting what prior highway installation disconnected across the central city

**NEED HELP WITH:** The maximum effect of the Green Loop, to touch each adjacent neighborhood equitably and provide the connectivity, green space, and multi-modal access to communities around Downtown, depends upon completion of the "loop" itself. TxDOT will decommission the two-mile elevated segment of highway 45 that runs between Midtown and downtown, known colloquially as the "Pierce Elevated." Federal assistance with acquiring that surplus right-of-way for completion of the Green Loop would permit neighborhoods on the east side of Downtown to easily connect by multi-modal means to the west-side Buffalo Bayou recreational area, it would remove the vehicular boundary between Midtown and Downtown, and create the development conditions for a transformational "high-line" style pedestrian thoroughfare benefitting the entire community of Houston.

# Green Loop



*In 2016-2017, with 12 project partners, a 150-member steering committee, and extensive public engagement Plan Downtown presented the urban vision for central city connectivity and development on Segment 3 of TxDOT's North Houston Highway Improvement Project.*

# Green Loop





# Green Loop



*NHHIP Civic Opportunities reconnect the neighborhoods surrounding Downtown in a walkable/bikeable, multi-modal “green loop”*

## EXHIBIT 9

### Pierce Skypark Corridor

#### *Anchoring economic and civic opportunities to a Signature Multi-modal Elevated Park*

Five important historic neighborhoods surround the existing elevated highway on the southern edge of Downtown Houston known as the Pierce Elevated. Third Ward, Fourth Ward, Midtown, EaDo and Downtown have edges that were defined by the initial highway installation. The aspiration is to repurpose the original elevated structure to weave those edges back together, bringing economic and civic opportunities to these disengaged communities. Following the example of The High Line in New York, the elevated structure would be preserved and modified to incorporate work-force housing, office, retail, healthcare and recreation into a robust blended development immediately adjacent to the Downtown Transit Center. Residents and visitors will have direct access to the most heavily used mode of transit in Houston, METRO light rail's Red Line, which connects Downtown to several key Universities, the Houston Medical Center, the newly emerging Innovation Corridor and NRG Stadium.

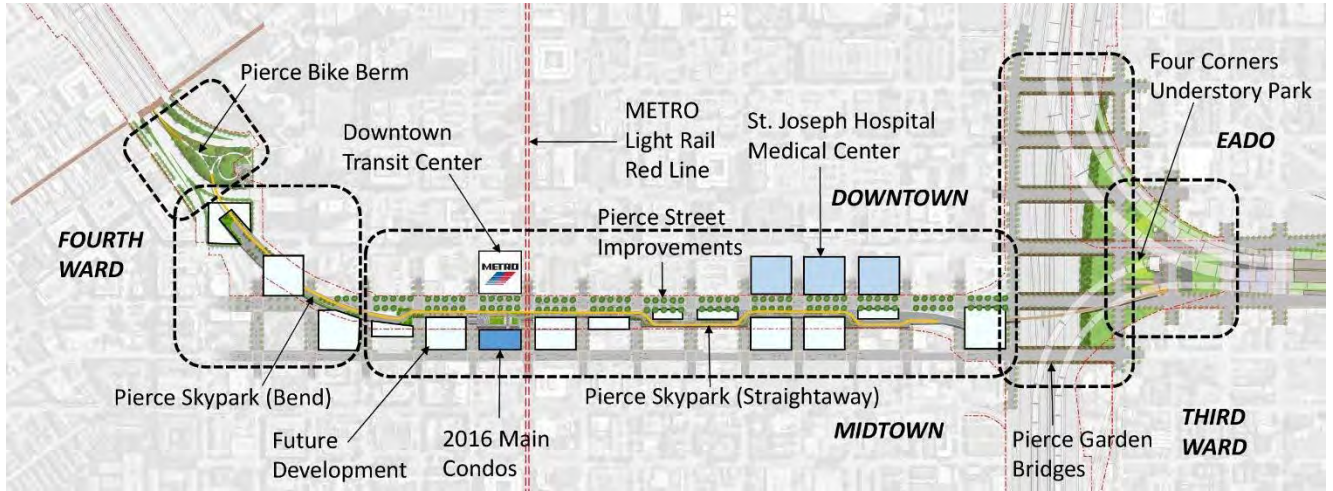
**ACHIEVED:** TxDOT has indicated that they are open to leaving the existing elevated structure in place.

**IN PROGRESS:** Central Houston is providing conceptual designs and cost estimates for adding development and greenspace above and below the structure.

**NEED HELP WITH:** Conveying the surplus ROW to the City so that development can be enticed and managed.



# Pierce Skypark Corridor



*Pierce Corridor Site Plan*



*Four Corners Understory Park*

# Pierce Skypark Corridor



*Pierce Skypark Public Amenities Overlooking METRO Downtown Transit Center*



*Pierce Skypark Streetscape Below Elevated Park Deck*

## EXHIBIT 10

### Westside

#### *Expanding park space and creating safer crossings from the surrounding neighborhoods*

With the removal of a significant portion of elevated highway in this area when I-45 shifts to the east, new opportunities are possible for expanding green space and creating safer crossings into one of the city's most heavily used parks. Where new elevated structure is introduced for the downtown connector ramps, it can be designed to not impede the flow of water in the bayou and allow for recreational use beneath it by grading the soil to allow for the necessary head clearances. Houston Avenue gets reworked as part of this reconfiguration and where it intersects Allen Parkway, a new intersection condition can get visitors into the park via clearly marked and signalized crosswalks.

**ACHIEVED:** TxDOT's acceptance of the community's request to shift I-45 to the east allows for much improved pedestrian access to the park and recreation areas along Buffalo Bayou.

**IN PROGRESS:** Central Houston is providing conceptual designs and cost estimates for adding development and greenspace above and below the new downtown connector ramps.

**NEED HELP WITH:** Conveying the surplus ROW to the City so that park space can be expanded and better utilized.



# Westside



Westside Site Plan



Buffalo Bayou Plaza

# Mobilizing HDMD Unexpended Homelessness Funds

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Downtown Redevelopment  
Authority Board Meeting  
January 10, 2023



# Options Considered

01

Hotel room rentals

02

Enforcement & sanitation services

03

Sanctioned encampment

04

Housing surge



# 01

## **Rent hotel rooms to provide more rapid re-housing options**

- Getting individuals to leave after the end of the funding
- Unknown damage liability
- Finding willing hoteliers

# 02

## Flood the area with HPD, security, outreach, and sanitation services

- Availability of labor to fill shifts
- May better manage conditions, but not reduce homelessness
- Enforcement has yielded minimal results

# 03

## **Sponsor a sanctioned, managed, and walled encampment**

- Pilot strategy is not supported by the City of Houston
- Public backlash
- Long-term financial liability for HDMD

# 04

## Partner with the Coalition to accelerate the transition of 100 people in Downtown into housing

- PR-related - pilot strategy may receive criticism from other agencies within ecosystem
- Area around Beacon could “refill” over time



# Housing Surge

Accelerate the process of getting 100 individuals into Permanent Supportive Housing (PSH), which currently has a 90-day delay in getting housing approved through the housing authority's process

**HDMD Funded Pilot Program**

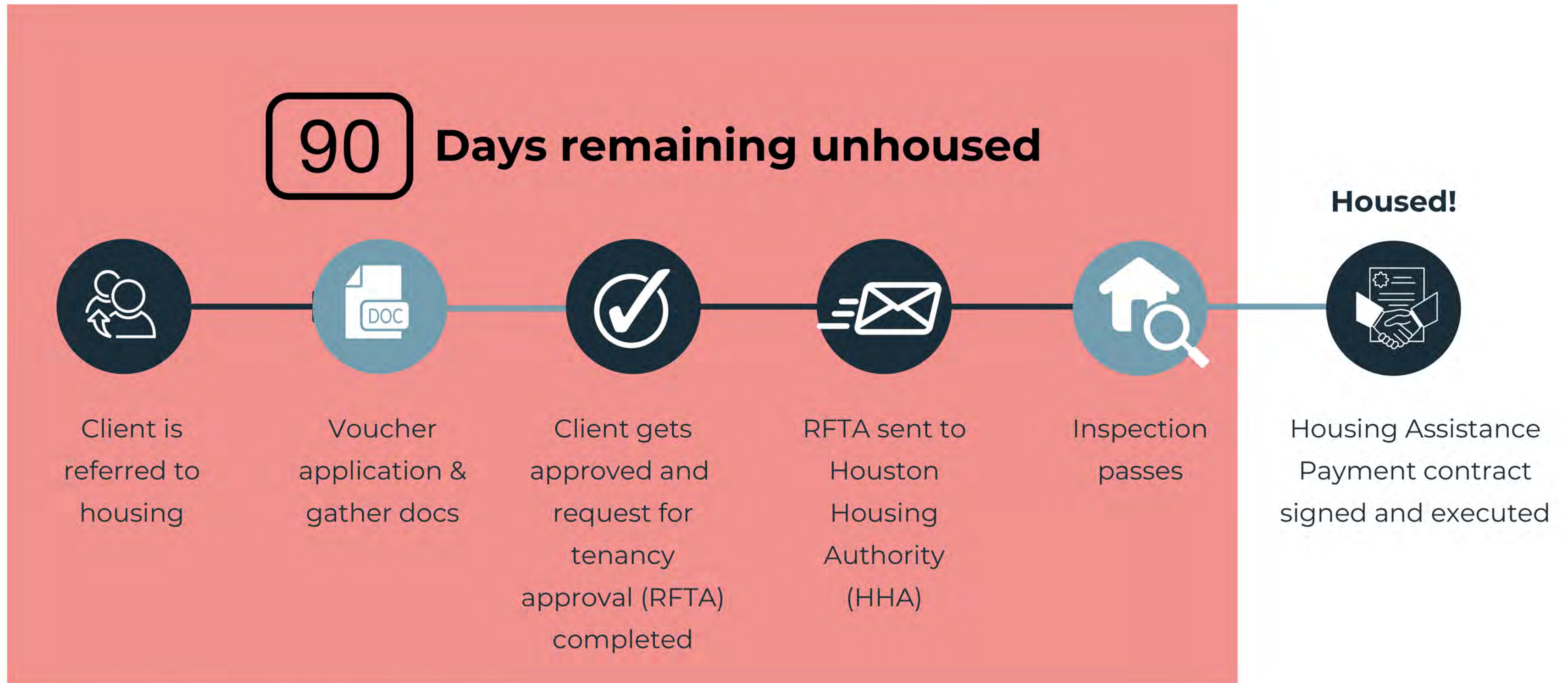
# Voucher Payment Timeline

## Actual Example\*



# Voucher Payment Timeline

## Actual Example\*



\*Provided by the Coalition for the Homeless

# Voucher Payment Timeline

## Actual Example\*

**90** Days remaining unhoused



Client is referred to housing



Voucher application & gather docs



Client gets approved and request for tenancy approval (RFTA) completed



RFTA sent to Houston Housing Authority (HHA)



Inspection passes



Housing Assistance Payment contract signed and executed



**Subsidy starts**

\*Provided by the Coalition for the Homeless



# 80-85%

Pre-pandemic  
Affordable Apartment Occupancy Rates

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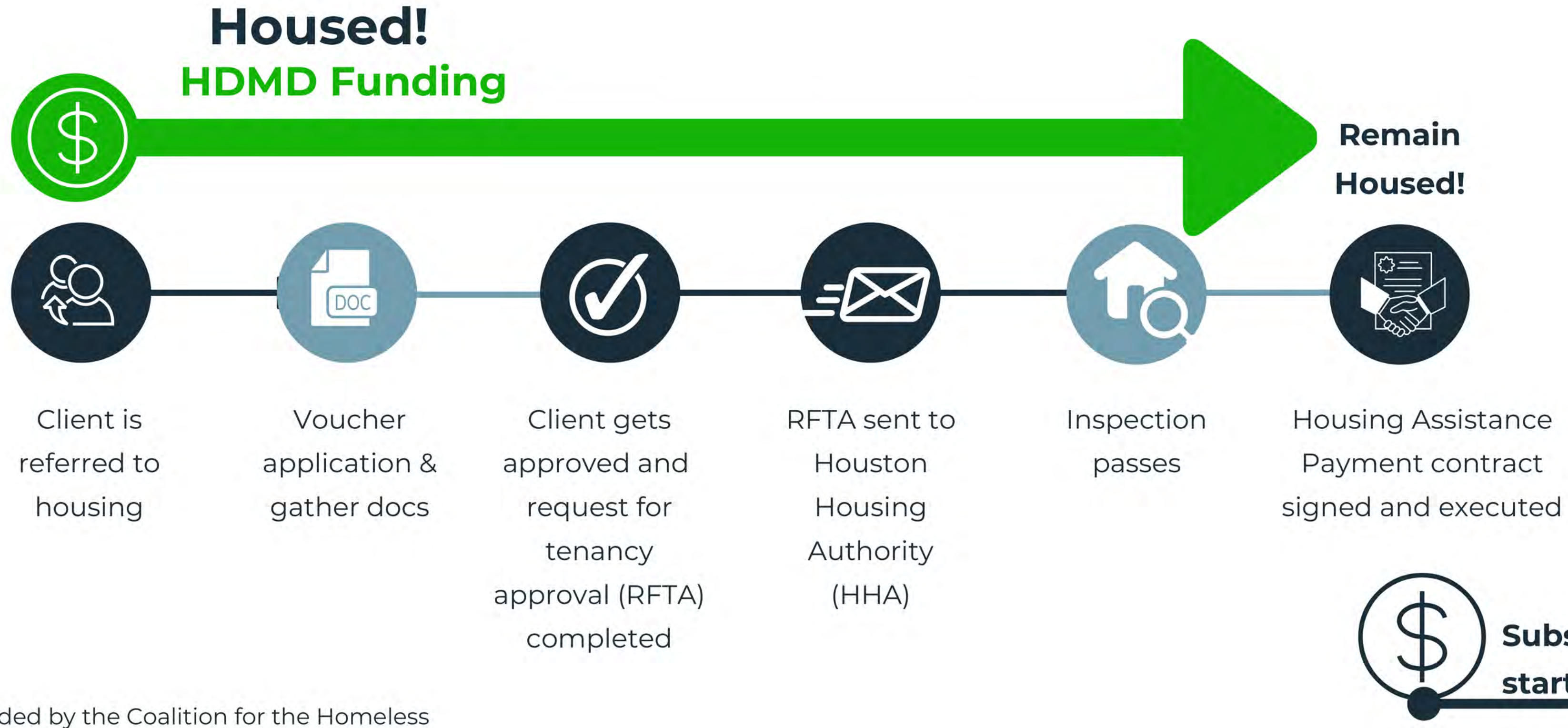
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# 95%+

Current  
Affordable Apartment Occupancy Rates

# Voucher Payment Timeline

## Proposed Strategy\*



\*Provided by the Coalition for the Homeless

# Voucher Payment Timeline

## Current Process

**UNHOUSED - 90 DAYS**

**HOUSED**

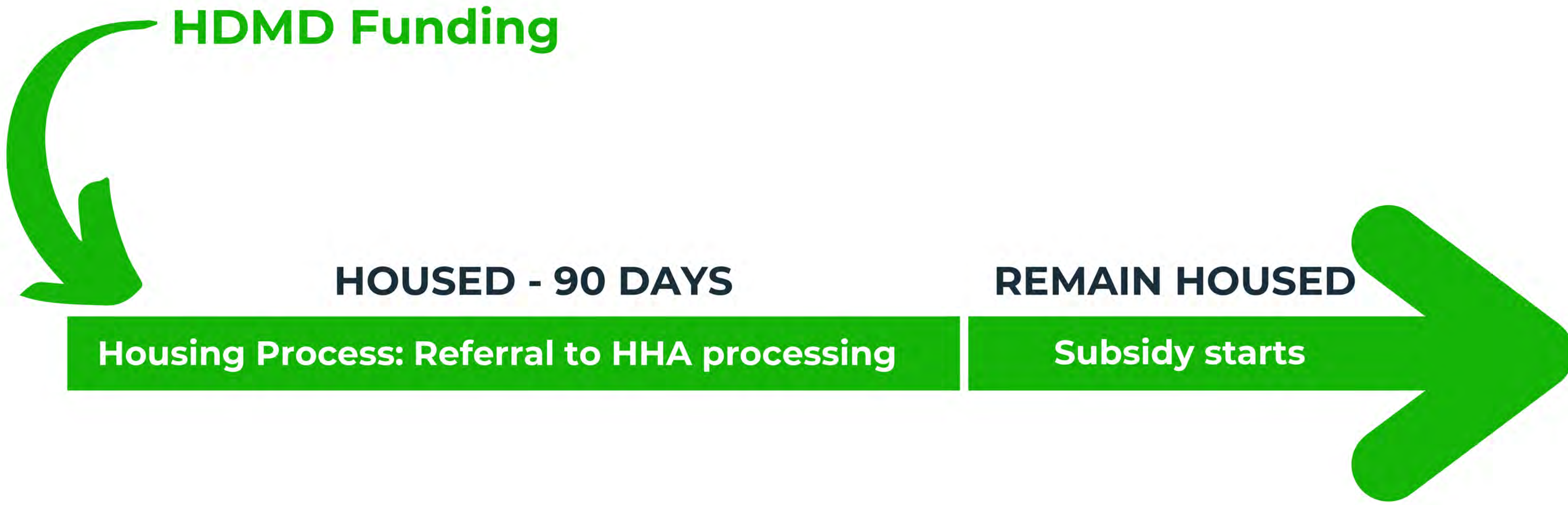
**Housing Process: Referral to HHA processing**

**Subsidy starts**



# Voucher Payment Timeline

## Proposed Strategy



\*Provided by the Coalition for the Homeless



1221 McKinney St., Suite 4250  
Houston, TX 77010  
TEL 713 752 0827  
downtowntirz.com

December 23, 2022

Cait Reimers Brumme  
Chief Executive Officer  
MassChallenge  
1801 Main Street, 10<sup>th</sup> Floor  
Houston, TX 77002

RE: Downtown Redevelopment Authority Economic Development Grant Agreement and License Agreement with MassChallenge

Dear Cait,

The Downtown Redevelopment Authority (DRA) has enjoyed a productive relationship with MassChallenge for a number of years, however MassChallenge's decision to permanently shift to remote cohorts in early 2022 jeopardized the terms of the Grant Agreement between our organizations and we alerted your representative in writing of that issue. (Grant Agreement attached) We further provided MassChallenge the agreed upon sixty-day (60) cure period to remedy the breach of compliance.

The DRA has been in conversation with MassChallenge since early Second Quarter 2022, seeking compliance with the Agreement. On October 17, 2022 we placed those concerns in writing as we worked to find a remedy with the MassChallenge Texas team to bring your organization into compliance with the Downtown Redevelopment Authority Agreement. Those attempts are documented in the attached emails. Neither compliance nor cure has been forthcoming.

As MassChallenge remains out of compliance with the terms of the Agreement please understand this letter to serve as notification that MassChallenge has breached its obligations under the Program and Reporting Requirements listed within Section 4 of the Downtown Redevelopment Authority Economic Development Grant Agreement executed on January 10, 2019.

Further, under the terms of the Agreement, as of December 18, MassChallenge has defaulted on its compliance obligations beyond the 60-day cure period. As a result of the breach and failure to cure, the Downtown Redevelopment Authority regards the Agreement as terminated and will disperse no further Grant Funds to MassChallenge under the Agreement.

Furthermore, continued compliance with the Grant Agreement is a condition precedent for the continued exercise of the June 11, 2020 License Agreement between the DRA and MassChallenge (License Agreement attached). The License Agreement permits MassChallenge to occupy and use designated space within the Downtown Launch Pad. Accordingly, this letter serves as notification that the License Agreement permitting MassChallenge to occupy and use designated space within the Downtown Launch pad is now terminated.

Cait Reimers Brumme  
MassChallenge  
Page 2

Given the long-standing relationship between the DRA and MassChallenge we propose the possibility of a new License Agreement on new terms equivalent to already existing agreements between the DRA and non-grant receiving licensees for conditional use of space at the Downtown Launch Pad. Robert Pieroni, Director of Economic Development will contact you in early January to explore a path forward that would permit MassChallenge to maintain occupancy in the Downtown Launchpad as a licensee with a re-envisioned footprint and newly negotiated obligations.

Please contact me with any questions or concerns regarding this notification. We look forward to the discussion in January.

Regards,

A handwritten signature in black ink, appearing to read "J. Allen Douglas", with a long horizontal line extending to the right.

J. Allen Douglas  
Executive Director, Downtown Redevelopment Authority/TIRZ #3  
General Counsel, Central Houston, Inc.

cc: Kris Larson, President, Downtown Redevelopment Authority/TIRZ #3  
Robert Pieroni, Director of Economic Development, Central Houston  
Jon Nordby, Head of Ecosystem & Community, MassChallenge

Enclosures

## ECONOMIC DEVELOPMENT GRANT AGREEMENT

This **ECONOMIC DEVELOPMENT GRANT AGREEMENT** (this "**Agreement**") is entered into by and between the DOWNTOWN REDEVELOPMENT AUTHORITY (the "**Authority**"), a public non-profit local government corporation created pursuant to Chapter 431, Texas Transportation Code, on behalf of REINVESTMENT ZONE NUMBER THREE, CITY OF HOUSTON, TEXAS (the "**Zone**") a tax increment reinvestment zone created by the City of Houston, Texas (the "**City**") pursuant to Chapter 311 of the Texas Tax Code, and MASSCHALLENGE, INC., a Massachusetts non-profit corporation (the "**Corporation**").

### RECITALS

The Authority and Corporation hereby agree that the following statements are true and correct and constitute the basis upon which the Authority and Corporation have entered into this Agreement:

A. The City authorized the creation of the Authority to aid, assist and act on behalf of the City in the performance of the City's governmental functions with respect to the common good and welfare of the Zone and neighboring areas.

B. Chapter 311 of the Texas Tax Code (the "**Act**") provides that the Zone may enter into agreements as the Zone considers necessary or convenient to implement the Zone's Project Plan and Reinvestment Zone Financing Plan (the "**Project and Financing Plan**") and achieve its purpose.

C. The Corporation is planning to launch a startup accelerator program (the "**Program**") which Corporation anticipates will attract, accelerate and support high-potential startups across all industries and will operate within the Zone in the office space depicted on **Exhibit A** attached hereto ("**MassChallenge Houston Location**"), located at \_\_\_\_\_.

D. The Corporation has requested an economic development grant for the purpose of assisting the Corporation in launching the Program and defraying operational costs associated with the Program.

E. The Authority has established, and the City has approved by Ordinance No. 2005-1051, a program in accordance with Article III, Chapter 52-a of the Texas Constitution and Section 311.010(h) of the Texas Tax Code, under which the Authority has the authority to make grants for activities that benefit the Zone and stimulate business and commercial activity in the Zone.

F. In consideration of the launching and operation of the Program, the introduction of multiple start-up companies, as required in Section 4 of this Agreement, with the potential to add to the economic development of the Downtown area and the City as a whole, the creation of up to three MassChallenge Texas employment positions (3) in the Zone, the Authority has determined that it is in the best interest of the Zone to provide

an economic development grant for the Corporation to use to assist in carrying out the Program.

G. Consistent with Article III, Section 52-a of the Texas Constitution and the Act, the Authority desires to provide a grant to the Corporation to induce the Corporation to operate the Program in the Zone, and thereby advance the public purposes of developing and diversifying the economy of the State, eliminating unemployment and underemployment in the State, and developing or expanding transportation or commerce in the State.

H. The Authority has determined that the Zone is an appropriate means to achieve the Program, which the Authority has determined is necessary and desirable, and that by entering into this Agreement, the potential economic benefits that will accrue to the Authority and Zone pursuant to the terms and conditions of this Agreement are consistent with the Authority's and the Zone's economic development objectives and the Project and Financing Plan.

**NOW, THEREFORE**, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## **AGREEMENT**

### **1. INCORPORATION OF RECITALS**

The Authority has found, and the Authority and the Corporation hereby agree, that the recitals set forth above are true and correct and form the basis upon which the parties have entered into this Agreement.

### **2. DEFINITIONS**

In addition to terms defined in the body of this Agreement, the following terms shall have the definitions ascribed to them as follows:

**Full-Time Position** means a position provided to one (1) individual by Corporation with the Program for at least thirty-five (35) hours per week.

**Operational Costs** shall mean actual costs paid or incurred by the Corporation relating solely to the operation of the Program, and as described in and with estimated costs set forth in **Exhibit B**.

**Program Quarter** means each three (3) month consecutive period commencing on January 1, April 1, July 1 or October 1, as the case may be. During any Program Year which is not a calendar year, Program Quarter shall mean a three (3) month period (or such lesser period as shall be applicable) commencing on the first day of such period and ending on the last day of the next succeeding March, June, September or December, as the case may be.



**Program Year** means the period commencing on the Effective Date and ending on the last day of the twelfth (12<sup>th</sup>) full calendar month thereafter, and each succeeding twelve (12) month period during the Term.

### 3. **TERM**

This Agreement shall be effective as of the last date of execution by both parties (the “**Effective Date**”) and, unless terminated earlier in accordance with this Agreement, shall expire on the fifth (5<sup>th</sup>) anniversary of the Effective Date (the “**Term**”).

### 4. **PROGRAM AND REPORTING REQUIREMENTS**

A. Corporation shall operate the Program, at a minimum, in accordance with the following annual benchmarks (with respect to each Program Year, the “**Annual Benchmarks**”): The program numbers below are subject to the quality of the applicant pool.

#### **1<sup>st</sup> Program Year**

- Develop and provide at least one intensive one (1) week startup boot camp program from 10 up to 25 local startup companies or equivalent offering to assist the startups
- Receive 100 up to 250 applications from global applicants to the MassChallenge Texas - Houston Program cohort; and
- Select 10 up to 25 global finalists for the MassChallenge Texas – Houston Program cohort.

#### **2<sup>nd</sup> Program Year**

- Receive 100 up to 275 applications from global applicants to the MassChallenge Texas – Houston Program cohort; and
- Select 10 up to 28 global finalists for the MassChallenge Texas - Houston Program cohort.

#### **3<sup>rd</sup> Program Year**

- Receive 150 up to 300 applications from global applicants to the MassChallenge Texas - Houston Program cohort; and
- Select 15 up to 40 global finalists for the MassChallenge Texas - Houston Program cohort.

#### **4<sup>th</sup> Program Year**

- Receive 200 up to 400 applications from global applicants to the MassChallenge Texas - Houston Program cohort; and
- Select 20 up to 50 global finalists for the MassChallenge Texas - Houston Program cohort.

#### **5<sup>th</sup> Program Year**

- Receive 300 up to 500 applications from global applicants to the MassChallenge Texas - Houston Program cohort; and
- Select 30 up to 60 global finalists for the MassChallenge Texas - Houston Program cohort.

B. Corporation shall continuously operate the Program within the boundaries of the Zone throughout the Term of this Agreement (the “**Operational Requirement**”).

C. Corporation shall create up to three full time positions and employ up to three (3) employees to be hired within 120 days of receiving the grant transfer of dollars to MassChallenge, including a Program Director, for the Program at the MassChallenge Texas- Houston Program Location (the “**Job Requirement**” and together with the Annual Benchmarks and the Operational Requirement, the “**Program Requirements**”).

D. No later than the last day of the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Program Quarters in each Program Year, Corporation shall provide the Authority a report, in the form and substance reasonably acceptable to the Authority, regarding the status of the Program Requirements for the preceding Program Quarters, as applicable, in such Program Year.

E. No later than the 90 days from the 4<sup>th</sup> Program Quarter in each Program Year, Corporation shall provide annually to the Authority (i) a report on the metrics of the Mass Challenge Texas - Houston Program cohort, which must contain, at a minimum, the following information: number of applications, number of finalists, aggregate revenues of the startup companies selected to participate in the Program, aggregate capital investment raised and number of MassChallenge Texas – Houston Program employees, (ii) evidence that the Program is operated in accordance with and Corporation has met the Program Requirements, and (iii) any other information reasonably requested by the Authority relating to the Program.

F. No later than [thirty (30)] days prior to each Grant Disbursement Date (defined below), Corporation shall provide to the Authority a summary and evidence, reasonably acceptable to the Authority, of all Operational Costs that accurately details the expenses the Corporation has incurred in such Program Year and, if applicable, the expenses reasonably expected to be incurred for the remainder of such Program Year.

G. The Corporation shall comply with all applicable federal, state and local laws and regulations applying to the operation of the Program.

## 5. **ECONOMIC DEVELOPMENT GRANT**

A. **Economic Development Grant.** The Authority is providing the Corporation with an economic development grant in the amount not to exceed TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00) (the “**Grant Funds**”) payable over five (5) years. The Grant Funds shall be used solely for the purpose of defraying operational costs associated with the Program.

B. Grant Disbursement. Subject to receipt of the report required pursuant to Section 4.F and verification by the Authority of the Operational Costs, the Authority will make available to the Corporation the Grant Funds as follows:

- (i) An amount equal to the lesser of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) and the actual Operational Costs as verified by the Authority for the 1<sup>st</sup> Program Quarter of the 1<sup>st</sup> Program Year (the “**Initial Grant Disbursement**”) shall be disbursed no later than [thirty (30)] days following the Effective Date (the “**Initial Grant Disbursement Date**”).
  
- (ii) An additional amount equal to the lesser of FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00) and the actual Operational Costs as verified by the Authority for the applicable Program Year (each, an “**Annual Grant Disbursement**”), shall be disbursed no later than the last day of the 3<sup>rd</sup> Program Quarter in each Program Year beginning with the 1<sup>st</sup> Program Year (each, an “**Annual Grant Disbursement Date**” and together with the Initial Grant Disbursement Date, as applicable, a “**Grant Disbursement Date**”).
  
- (iii) Notwithstanding the foregoing, if Corporation does not meet the Annual Benchmarks in any Program Year, then the Annual Grant Disbursement for such Program Year shall be reduced proportionately by the percentage of shortfall of the applications received and finalists selected (with each such requirement constituting 50% of the total) for such Program Year (the “**Grant Reduction**”) (i.e. \$400,000 multiplied by the percentage of the Annual Benchmarks not achieved for the Program Year, and then subtracted from the \$400,000). In the event the Annual Grant Disbursement for any Program Year exceeds the sum that should have been paid taking into account the Grant Reduction for such Program Year, the Annual Grant Disbursement for the succeeding Program Year(s) shall be reduced by the amount overpaid in such Program Year.

<b><u>Payment Schedule</u></b>	
<b><u>Amount</u></b>	<b><u>Invoice Date</u></b>
\$ 500,000.00	1/1/19
\$ 384,000.00	8/1/19
\$ 404,000.00	7/1/20
\$ 404,000.00	7/1/21
\$ 404,000.00	7/1/22
\$ 404,000.00	7/1/23
\$ 2,500,000.00	

C. Recapture of Program Grant Funds. Should the Corporation comply with the requirements of Section 4 of this Agreement, and subsequent to meeting those requirements during the Term, the Corporation ceases to operate the Program within the boundaries of the Zone in accordance with the Operational Requirement and Job Requirement, the Authority shall have the right to recapture one-hundred percent (100%) of the Grant Funds disbursed in the current year only under this Agreement from the Corporation no later than sixty (60) days following a written request delivered to the Corporation. The written request will afford the Corporation a 60-day opportunity to either correct the failure resulting in the recapture right or to pay back any Grant Funds previously advanced for the current year.

## 6. RETENTION, ACCESSIBILITY OF RECORDS AND AUDITS

A. The Corporation shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement. The Corporation shall retain such records, and any supporting documentation, for the period required for record retention or by any other applicable laws and regulations.

B. The Corporation shall, within five (5) business days following advance written notice from Authority, give Authority, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers belonging to or in use by the Corporation pertaining to this Agreement (the "Records"). The Authority's access to the Records will be limited to information needed to verify that the Corporation is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by the Authority. The Corporation shall not be required to disclose to the Authority any information that by law the Corporation is required to keep confidential or that is protected by the trade secret privilege, the attorney-client privilege, as attorney work product, or by any applicable law, statute, regulation, or ordinance. Should any good faith dispute or question arise as to the validity of the data provided, the Authority reserves the right to require the Corporation to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of the Corporation. Failure to provide reasonable access to the Records to authorized Authority representatives shall give the Authority the right to suspend or terminate this Agreement as provided in Sections 7 and 8 below. The Corporation agrees to maintain the Records in an accessible location.

C. The Authority reserves the right to confirm the Corporation's compliance with the terms and conditions of this Agreement through a performance or financial audit, at the sole cost and expense of the Authority. Any such audit shall be subject to the access limitations more fully set out in Section 6.B. Should such audit be performed, the Authority shall provide the Corporation with a copy of any reports or findings that may be presented. If the audit notes deficiencies in the Corporation's performances under the terms of this Agreement, the audit shall include a listing of requirements for the correction of such deficiencies by the Corporation and a reasonable amount of time in which to attain

compliance. Failure by the Corporation to take action specified in the audit may be cause for suspension or termination of this Agreement.

## **7. SUSPENSION**

A. In the event the Corporation materially fails to comply with the terms of this Agreement, the Authority shall provide the Corporation with written notification as to the nature of the non-compliance. The Corporation shall have sixty (60) days from the date of the Authority's written notification to cure any issue of non-compliance. Should the Corporation fail to cure any default within this period of time, Authority may, upon written notice of suspension to the Corporation, suspend this Agreement to the extent of the non-compliance and withhold further disbursements related to the non-compliance to the Corporation until the default has been cured. Such notice of suspension shall include: (1) the reasons for such suspension; (2) the effective date of such suspension; and, (3) in the case of partial suspension, the portion of the Agreement to be suspended.

B. In the case of default for causes that cannot with due diligence be cured within such sixty (60) day period, the Authority may, in its reasonable discretion, extend the 60-day cure period for such additional time as may be reasonable under the circumstances; provided that the Corporation shall: (1) immediately upon receipt of notice of suspension advise the Authority of the Corporation's intention to institute all steps necessary to cure such default and the associated time frame; and (2) institute and thereafter prosecute to completion with reasonable dispatch all steps necessary to cure same.

C. A suspension under this Section 7 shall be lifted upon a reasonable showing by the Corporation to the Authority of compliance with or written waiver by the Authority of the term(s) in question.

## **8. TERMINATION**

A. The Authority shall have the right to terminate this Agreement if the Corporation materially defaults in the performance of its obligations under this Agreement and the Corporation fails to cure such default within the time period set forth below. The Authority will provide the Corporation with written notification as to the nature of the default, and the Corporation shall have sixty (60) days from the date of the Authority's written notification to cure any such default. Should the Corporation fail to cure any default within this period of time, the Authority may, upon issuance to the Corporation of a written notice of termination, terminate this Agreement, withhold further disbursements to the Corporation and seek repayment of any and all Grant Funds disbursed by the Authority.

B. In the case of default for causes that cannot with due diligence be cured within such sixty (60) day period, the Authority may, in its reasonable discretion, extend the 60-day cure period for such additional time as may be reasonable under the circumstances; provided that the Corporation shall: (1) immediately upon receipt of notice of termination advise the Authority of the Corporation's intention to institute all steps necessary to cure such default and the associated time frame; and (2) institute and thereafter prosecute to completion with reasonable dispatch all steps necessary to cure same.

C. The Authority shall have the right to seek any remedy at law to which it may be entitled, in addition to termination and repayment of Grant Funds, if the Corporation defaults under the material terms of this Agreement and fails to cure such default within the cure period set forth above.

## **9. INDEMNIFICATION AND RELEASE BY CORPORATION**

**THE CORPORATION SHALL INDEMNIFY AND HOLD HARMLESS THE ZONE, THE AUTHORITY, THE CITY, AND EACH OF THEIR RESPECTIVE BOARDS, DIRECTORS, PARTNERS, OFFICERS, CONSULTANTS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "INDEMNITEES"), FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, SETTLEMENTS, LIABILITIES, COSTS, EXPENSES, FINES, AND JUDGMENTS (INCLUDING, WITHOUT LIMITATION, REASONABLE AND NECESSARY COURT COSTS, EXPERTS' FEES AND ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES"), WHETHER ARISING IN EQUITY, AT COMMON LAW, OR BY STATUTE, INCLUDING WITHOUT LIMITATION THE TEXAS DECEPTIVE TRADE PRACTICES ACT (AS AMENDED) OR SIMILAR STATUTE OF OTHER JURISDICTIONS, OR UNDER THE LAW OF CONTRACTS, TORTS (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY WITHOUT REGARD TO FAULT) OR PROPERTY, OF EVERY KIND OR CHARACTER (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY (INCLUDING WITHOUT LIMITATION EMOTIONAL DISTRESS, AND ECONOMIC LOSS), ARISING IN FAVOR OF OR BROUGHT BY ANY OF THE CORPORATION, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUPPLIERS OR REPRESENTATIVES, OR BY ANY GOVERNMENTAL AGENCY OR ANY OTHER THIRD PARTY, BASED UPON, IN CONNECTION WITH, RELATING TO OR ARISING OUT OF THE CORPORATION'S BUSINESS OR PROPOSED BUSINESS, OR CORPORATION'S ACTIONS OR INACTIONS UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY FAILURE BY CORPORATION TO PAY TAXES OR FAILURE TO COMPLY WITH ANY APPLICABLE LAW, EXCEPT TO THE EXTENT ANY SUCH LOSSES ARE DUE TO ANY INDEMNITEES' SOLE NEGLIGENCE OR OTHER FAULT, BREACH OF THIS AGREEMENT, VIOLATION OF STATUTE, OR STRICT LIABILITY WITHOUT REGARD TO FAULT.**

**THE FOREGOING INDEMNIFICATION OBLIGATION SHALL APPLY REGARDLESS OF THE AMOUNT OF INSURANCE COVERAGE HELD BY THE CORPORATION INCLUDING WITHOUT LIMITATION ANY SUCH COVERAGE UNDER ANY WORKER'S COMPENSATION ACT, DISABILITY ACT, OR OTHER ACT OR LAW WHICH WOULD LIMIT THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR CORPORATION AND SHALL NOT BE LIMITED BY ANY INSURANCE CARRIED OR PROVIDED BY THE CORPORATION IN ACCORDANCE WITH THIS AGREEMENT.**

**THE CORPORATION'S CONTRACTUAL OBLIGATIONS OF INDEMNIFICATION SHALL EXTEND TO AND COVER CLAIMS, DEMANDS AND CAUSES OF ACTION ALLEGING CONCURRENT ACTS OF NEGLIGENCE, FAULT OR OTHER ACT OR OMISSION BY OR ON THE PART OF THE INDEMNITEES PROVIDED THAT IN THE EVENT THAT BOTH CORPORATION AND SUCH INDEMNITEE ARE ADJUDICATED AT FAULT WITH RESPECT TO DAMAGE OR INJURY SUSTAINED BY A CLAIMANT, THE CORPORATION SHALL INDEMNIFY INDEMNITEES ONLY FOR THAT PORTION OF THE DAMAGE OR INJURY ADJUDICATED TO HAVE BEEN CAUSED BY THE CORPORATION, AND ACCORDINGLY, THE INDEMNITEES SHALL BEAR ALL COSTS AND DAMAGES FOR WHICH EACH OR ANY IS FOUND LEGALLY LIABLE. THE CORPORATION SHALL NOT INDEMNIFY THE INDEMNITEES FOR THEIR SOLE NEGLIGENCE.**

### **RELEASE**

**THE CORPORATION SHALL AND DOES HEREBY WAIVE ALL CAUSES OF ACTION IT HAS FOR, AND RELEASES AND FOREVER DISCHARGES THE INDEMNITEES FROM, LOSSES FOR INJURIES (INCLUDING DEATH) TO ANY PERSON OR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH OR ARISING OUT OF OR INCIDENTAL TO THE PROGRAM OR THIS AGREEMENT.**

### **10. INSURANCE REQUIREMENTS**

The Corporation shall maintain in effect during the Term certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies required under this Agreement except Worker's Compensation must name the Zone, the Authority, and the City as an additional insured. All policies of insurance must provide waiver of subrogation in favor of the Zone, the Authority, and the City. All liability policies must be issued by a company with a Certificate of Authority from the State Department of Insurance to conduct insurance business in Texas and a rating of at least B+ and a financial size of Class VI or better according to the current year's Best's Key Rating Guide, Property-Casualty United States. The Corporation shall maintain the following insurance coverage in the following amounts:

1. Commercial General Liability insurance including Contractual Liability insurance: \$1,000,000 per occurrence; \$2,000,000 aggregate
2. Employer's liability limits
  - (a) Accident \$500,000
  - (b) Disease \$500,000

All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the Zone, the Authority, and the City and that it shall give not less than fifteen (15) days written notice to the Zone, the Authority, and the City before they may be canceled, materially changed, or non-renewed. Within the 15-day period, the Corporation shall provide other suitable policies in lieu of

those about to be canceled, materially changed, or not renewed so as to maintain in effect the required coverage. If the Corporation does not comply with this requirement, the Authority, at its own sole discretion, may refuse to release disbursements pursuant to this Agreement until the Corporation does comply with this requirement and the Corporation agrees that such refusal shall not constitute a default pursuant to this Agreement.

## 11. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Corporation shall operate as an independent contractor in each and every respect hereunder and not as an agent, representative or employee of the Authority. Corporation shall have the exclusive right to control all details and day-to-day operations relative to the Program and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. The Corporation acknowledges that the doctrine of *respondent superior* will not apply as between the Authority and the Corporation, its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. The Corporation further agrees that nothing in this Agreement will be construed as the creation of a partnership or joint enterprise between the Authority and the Corporation.

## 12. NOTICES

All written notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid, or by hand delivery:

### **Authority:**

Downtown Redevelopment Authority  
Attn: Executive Director  
909 Fannin, Suite 1650  
Houston, TX 77010  
Phone: 713-752-0827  
Fax: 713-650-1484

### **Corporation:**

MassChallenge, Inc.  
ATTN: COO  
21 DRYDOCK AVENUE, WIDE  
BOSTON, MA 02210  
Phone: 888-782-7820  
Fax: \_\_\_\_\_

## 13. ASSIGNMENT AND SUCCESSORS

The Corporation may not assign, transfer or otherwise convey any of its rights or obligations under this Agreement to any other person or entity without the prior written consent of the Authority, which consent shall not be unreasonably withheld or conditioned on (i) the prior approval of the assignee or successor and a finding by the Authority that the proposed assignee or successor is financially capable of meeting the terms and conditions of this Agreement and (ii) prior execution by the proposed assignee or successor of a written agreement with the Authority under which the proposed assignee or successor agrees to assume and be bound by all covenants and obligations of the Corporation under this Agreement.



**14. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS**

This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to, all provisions of the Authority's Charter, as amended.

**15. GOVERNMENTAL POWERS**

It is understood that by execution of this Agreement, the Authority does not waive or surrender any of its governmental powers or immunities.

**16. SEVERABILITY**

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired, unless (i) any party can demonstrate that it would not have entered into this Agreement without inclusion of that term or (ii) the exclusion of the term fundamentally alters the balance of the rights and obligations of the parties. In the circumstances referred to in (i) or (ii) above, the parties agree that they shall enter into negotiations in good faith to agree to a substitute clause which achieves, so far as possible, the objectives and effect of the unenforceable, invalid or illegal provision.

**17. NO WAIVER**

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

**18. VENUE AND JURISDICTION**

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Harris County, Texas or the United States District Court for the Southern District of Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.

**19. NO THIRD PARTY RIGHTS**

The provisions and conditions of this Agreement are solely for the benefit of the Authority and the Corporation, and any lawful assign or successor of the Corporation, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

**20. FORCE MAJEURE**

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligation hereunder is delayed by reason of war, civil commotion,

acts of God, inclement weather, or other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a period of time equal to the period such party was delayed.

**21. INTERPRETATION**

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

**22. CAPTIONS**

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

**23. ENTIRETY OF AGREEMENT**

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Authority and the Corporation, and any lawful assign and successor of the Corporation, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. Notwithstanding anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both parties.

**24. COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

[SIGNATURES IMMEDIATELY FOLLOW ON NEXT PAGE]

EXECUTED as of the last date indicated below:

**DOWNTOWN REDEVELOPMENT AUTHORITY:**

By: F. X. Pena  
F. Xavier Pena  
Chairman

By: Barry Mandel  
Barry Mandel  
Secretary

Date: 1/9/2019

Date: 1/9/2019

**TAX INCREMENT REINVESTMENT ZONE NUMBER THREE:**

By: F. X. Pena  
F. Xavier Pena  
Chairman

By: Barry Mandel  
Barry Mandel  
Secretary

Date: 1/9/2019

Date: 1/9/2019

**Corporation:**

**MASSCHALLENGE, INC.,**  
a Massachusetts non-profit corporation

By: Mike Millard  
Name: MIKE MILLARD  
Title: MANAGING DIRECTOR

Date: 2018-11-29

**Approved:**  
**CITY OF HOUSTON:**

By: Andy Icken  
Andy Icken  
Chief Economic Development Officer

Date: 1/10/19

**EXHIBIT A**

**DEPICTION OF MASSCHALLENGE HOUSTON LOCATION**

EXHIBIT A

**DEPICTION OF MASSCHALLENGE HOUSTON LOCATION**

MassChallenge (Boston based Startup Accelerator): a Boston-based globally recognized 501 (C)(3) non-profit startup accelerator will be located at 1313 Main Street, Houston, TX 77002 in approximately 5,000 – 8,000 square feet of the second level office space.

**EXHIBIT B**  
**OPERATIONAL COSTS**

<b>MCTX Houston Budget</b>					
<b>Expenses</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Salaries - Houston	\$ 292,000	\$ 252,000	\$ 252,000	\$ 252,000	\$ 252,000
Travel and Entertainment	\$ 67,970	\$ 35,350	\$ 34,880	\$ 34,880	\$ 34,880
Event Expense	\$ 265,750	\$ 177,000	\$ 172,000	\$ 172,000	\$ 167,000
Software and Subscriptions	\$ 2,900	\$ 1,900	\$ 1,900	\$ 1,900	\$ 1,900
IT and Telecom	\$ -	\$ -	\$ -	\$ -	\$ -
Marketing	\$ 151,260	\$ 131,260	\$ 131,260	\$ 131,260	\$ 131,260
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Office Expense	\$ 6,200	\$ 10,200	\$ 10,200	\$ 10,200	\$ 10,200
Facilities	\$ 98,045	\$ 98,045	\$ 98,045	\$ 98,045	\$ 98,045
Human Resources	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -
Depreciation and Amortization	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 884,125</b>	<b>\$ 705,755</b>	<b>\$ 700,285</b>	<b>\$ 700,285</b>	<b>\$ 695,285</b>

## LICENSE AGREEMENT

THE STATE OF TEXAS       §  
   §  
 COUNTY OF HARRIS       §

This **LICENSE AGREEMENT** (the "Agreement") dated as of the date of execution hereof, is made by and among **REINVESTMENT ZONE NUMBER THREE, CITY OF HOUSTON, TEXAS** (the "**Zone**"), a tax increment reinvestment zone created by the City of Houston, Texas (the "**City**") pursuant to Chapter 311 of the Texas Tax Code, as amended, acting by and through its governing body, the Board of Directors (the "**Zone Board**") and **DOWNTOWN REDEVELOPMENT AUTHORITY**, a public non-profit local government corporation created pursuant to Chapter 431, Texas Transportation Code (the "**Authority**"), acting by and through its governing body, the Board of Directors (the "**Authority Board**") (collectively "**Licensor**") and **MASSCHALLENGE, INC.**, a Massachusetts non-profit corporation (**hereinafter "Licensee"**).

### RECITALS AND FINDING OF FACT

Pursuant to Chapter 311 of the Texas Tax Code and Ordinance No. 95-1323, the City Council of the City created the Zone in the City pursuant to a preliminary Project Plan and Financing Plan and appointed its Board of Directors. The Boundaries of the Zone were expanded by Ordinance No. 98-1204. The Zone Board adopted a final Project Plan and Financing Plan, which was approved by the City Council pursuant to Ordinance No. 96-911. The final Project Plan and Financing Plan was further amended by the City pursuant to Ordinance Nos. 98-1205 and 99-828, and most recently, Ordinance No. 19-983 (as amended, the "Project Plan and Financing Plan").

By Resolution No. 99-39 of the City Council of the City, adopted on June 30, 1999, the City authorized the creation of the Authority to aid, assist and act on behalf of the City in the performance of the City's governmental and proprietary functions with respect to promoting, developing, encouraging and maintaining educational facilities, employment, commerce and economic development of the area within the Zone, and the common good and general welfare of Downtown and neighboring areas as described in Ordinances Nos. 95-1323 and 98-1204. The Articles of Incorporation of the Authority were amended by Resolution No. 2000-52.

The City, the Zone and the Authority have entered into an agreement that was approved by Ordinance No. 2000-240 (the "Downtown Agreement"), under which the City delegated to the Authority the power and authority to administer the Zone, including, but not limited to, the power to engage in activities relating to the acquisition and development of land, construction and improvement of infrastructure in Downtown, to enter into development agreements with developers/builders in Downtown, and to issue, sell or deliver its bonds, notes or other obligations in accordance with and subject to the limitations set forth in the terms of the Downtown Agreement and the Project Plan and Financing Plan.

The Texas Tax Code provides that the Zone and the Authority may enter into agreements as the Zone Board and the Authority, respectively, considers necessary or convenient to implement and achieve the purposes of the Project Plan and Financing Plan.

## WITNESSETH

WHEREAS for the purpose of promoting, developing, encouraging and maintaining commerce and economic development within the Zone for the common good and general welfare of Downtown and neighboring areas, the Licensor is tenant of Office premises (hereinafter referred to as "The Downtown Launchpad") comprised of the entire 10<sup>th</sup> Floor in the building known as Amegy on Main at 1801 Main, Houston, Texas ("Amegy on Main") amounting to approximately 17,000 square feet described in the attached **Exhibit "A"**, which is incorporated by reference, for the purpose specified in Section I.B below.

WHEREAS the Licensor seeks to promote and develop an innovation space in The Downtown Launchpad comprised of entities and efforts licensed to enter upon and collaboratively use the premises for the purpose of developing an innovation space

WHEREAS the Licensee seeks to occupy and use a portion of The Downtown Launchpad in the Amegy on Main

WHEREAS the Licensor has agreed to grant leave to the Licensee to occupy and use a portion of The Downtown Launchpad premises on the following terms and conditions agreed to between the parties hereto,

NOW, THEREFORE it is agreed by and between the parties hereto as follows:

### SECTION I: AGREEMENT

- (A) **LICENSEE OBLIGATIONS:** The Licensee agrees to provide the startup accelerator program (the "Program") described and agreed to in the January 9, 2019, Economic Development Grant, Sections 4 (Program and Reporting Requirements) & 6 (Retention, Accessibility of Records and Audits), in the shared premises of The Downtown Launchpad during the term of the License Agreement, as described in **Exhibit A**, and subject to the terms and conditions of **Exhibits B, C & D**. With the expiration of the Economic Development Grant in 2023, the Licensee shall continue to operate the Program subject to, at least, the terms of the 5<sup>th</sup> Program Year laid down in Section 4 of the Economic Development Grant and the reporting requirements of Section 6.
- (B) **LICENSOR OBLIGATIONS:** For and in consideration of the mutual promises, covenants, obligations, and benefits of this Agreement the Licensor will grant Licensee, its agents and contractors, a non-exclusive License to enter upon, occupy, and use The Downtown Launchpad described in **Exhibit "A"**, and the right of ingress and egress to and from The Downtown Launchpad, subject to the terms and conditions herein and laid down in **Exhibits B, C & D**.

### SECTION II: OTHER PROVISIONS

- (A) **Licensed Premises.** Subject to and upon the terms, provisions and conditions hereinafter set forth, and each in consideration of the duties, covenants and obligations of the other hereunder, Licensor does hereby grant to Licensee a temporary license for the Term (as hereinafter defined) to use in accordance with the terms and conditions hereof approximately 17,000 square feet of shared Rentable Area (as defined in Exhibit A) on Floor 10 (the "Licensed Premises") of the building known as the Amegy on Main (the "Building"), and situated at 1801 Main Street, in Houston, Harris County, Texas (the "Land"). The Licensed Premises is shown on the floor plan



contained in **Exhibit A** attached hereto.

- (B) **Condition of the Licensed Premises.** Licensee accepts the Licensed Premises in their current condition on an "AS IS", "WHERE IS" basis, without warranty of any kind, express or implied. Licensee acknowledges that no representations as to the condition or repair of the Licensed Premises or the Project, nor promises to alter, remodel or improve the Licensed Premises or the Project, have been made by Licensor, except as are expressly set forth in this License Agreement.
- (C) **Term:** Subject to and upon the terms and conditions set forth herein, the term of this License Agreement (the "Term") shall commence on or before June 19, 2020 (the "Commencement Date") and shall expire on June 19, 2030 (the "Expiration Date").
- (D) **Use:** The Licensed Premises shall be used and occupied by Licensee solely for the purpose of the Program described and agreed to in the January 9, 2019, Economic Development Grant, and in accordance with **Exhibit B**. Licensee shall not permit anything to be done within the Licensed Premises which would in any way increase the rate of fire or liability or any other insurance coverage on the Program or its contents.
- (E) **No License Fee:** Licensor and Licensee hereby acknowledge and agree that Licensee shall have no obligation to pay any license fee during the Term.
- (F) **Laws and Regulations; Building Rules and Regulations:** Throughout the Term, Licensee shall obtain and maintain, at its sole cost and expense, all approvals, permits or licenses required by any governmental authority which are necessary for Licensee's permitted use of the Licensed Premises. Further, at Licensee's sole cost and expense, Licensee shall conform to and substantially comply with all applicable Governmental Requirements affecting the Licensed Premises. For the purposes of this License Agreement, "Governmental Requirements" means building, zoning, subdivision, traffic, parking, land use, environmental, occupancy, health, accessibility for disabled and other applicable laws, statutes, codes, ordinances, rules, regulations, requirements, and decrees, of any federal, state, county, municipal or other governmental or quasi-governmental authority or agency pertaining (i) to any or all of the Licensed Premises, (ii) to the use and operation of the Licensed Premises. Licensee shall be solely responsible for the health and safety of its affiliates, employees, consultants, contractors, subcontractors, agents, and invitees, and for compliance with all Governmental Requirements and requirements relating to same, and under no circumstances shall Licensor be liable for the health and safety of Licensee or its affiliates, employees, consultants, contractors, subcontractors, agents, and invitees.
- (G) **Hazardous Substances:** Licensee shall not cause or permit any chemical, pollutant, waste, compound or other substance in such forms, concentrations, quantities or other conditions that are prohibited, regulated or require assessment, monitoring, removal or remediation under any law or regulation pertaining to health or the environment (each, a "Hazardous Substance") to be used, installed, stored, treated, generated, released or disposed on or in the Licensed Premises or the Project. Licensee shall reimburse Licensor for all costs and expenses incurred by Licensor (whether incurred before or after termination or expiration of this License Agreement), within ten (10) days after demand, to correct any violation of the preceding sentence, or to remove or render harmless any Hazardous Substance resulting from such a violation, or to comply with applicable regulatory requirements, in connection with any such removal, or to contest such requirements.

- (H) **Repairs by Amegy on Main or its Contractors.** All repairs, alterations or additions that affect the Licensed Premises' structural components or major mechanical, electrical or plumbing systems shall be made by Amegy on Main or its contractors only, and, in the case of any damage to such components or systems caused by Licensee or Licensee's agents, contractors, customers, employees, invitees, licensees, servants or visitors, shall be paid for by Licensee in an amount equal to costs which shall be payable on demand. Unless otherwise provided herein, Licensor shall not be required to make any improvements or repairs of any kind or character to the Licensed Premises during the Term.
- (I) **Condemnation or Casualty.** If the Licensed Premises shall be damaged or destroyed by fire or other casualty to such an extent as to render the Licensed Premises unusable for the purposes described in Section I.A of this License Agreement, this License Agreement shall, at the option of either party, cease and terminate as of the date of such casualty. Each party shall notify the other of its election to terminate within thirty (30) days after the date of such casualty, and Licensee shall vacate the Licensed Premises within five (5) days of written notice of termination by the terminating party.
- (J) **Damages from Certain Causes; Licensee Negligence.** Licensor shall not be liable nor responsible to Licensee, its agents, contractors, customers, employees, invitees, licensees, servants or visitors for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority or any cause beyond Licensor's control or for any damage or inconvenience that may arise through repair or alteration of any part of the Licensed Premises resulting from such causes. All goods, property or personal effects stored or placed by Licensee in or about the Licensed Premises shall be at the sole risk of Licensee. If the Licensed Premises or any other portion of the Licensed Premises is damaged by fire or other casualty resulting from the fault or negligence of Licensee or its agents, contractors, customers, employees, invitees, licensees, servants or visitors, Licensee shall be liable for the cost of repair and restoration of the Project to the extent such costs are not covered by insurance proceeds.
- (K) **Hold Harmless.** Licensee shall not be liable to Licensor or to Licensor's agents, contractors, customers, employees, invitees, licensees, servants or visitors for any damage to person or property caused by any act, omission or neglect of Licensor, its agents, contractors, customers, employees, invitees, licensees, servants or visitors and, except as otherwise provided herein, and subject to the provisions of Section II.L, Licensor agrees to indemnify and hold Licensee harmless from all claims for such damage. Licensor shall not be liable to Licensee, its agents, contractors, customers, employees, invitees, licensees, servants or visitors for any damage to person or property caused by any act, omission or neglect of Licensee, its agents, contractors, customers, employees, invitees, licensees, servants or visitors, and, except as otherwise provided herein, and subject to the provisions of Section II.L, Licensee agrees to indemnify and hold Licensor harmless from all liability and claims for any such damage. Notwithstanding anything contained in this License Agreement to the contrary, the provisions of this Section II.K shall survive the termination of this License Agreement.
- (L) **Waiver of Subrogation Rights.** **ANYTHING IN THIS LICENSE AGREEMENT TO THE CONTRARY NOTWITHSTANDING, LICENSOR AND LICENSEE HEREBY WAIVE ANY AND ALL RIGHTS OF RECOVERY, CLAIM, ACTION OR CAUSE OF ACTION AGAINST THE OTHER, ITS AGENTS, EMPLOYEES, OFFICERS, MEMBERS, PARTNERS, SERVANTS OR SHAREHOLDERS FOR ANY LOSS OR DAMAGE THAT MAY OCCUR TO THE LICENSED PREMISES OR THE PROJECT, OR ANY IMPROVEMENTS THERETO, OR ANY PERSONAL PROPERTY OF SUCH**

**PARTY THEREIN, BY REASON OF FIRE, THE ELEMENTS OR ANY OTHER CAUSE WHICH IS OR IS REQUIRED TO BE INSURED AGAINST UNDER THE TERMS OF THE ALL RISKS PROPERTY POLICIES REQUIRED TO BE OBTAINED PURSUANT TO THIS LICENSE AGREEMENT, WHETHER OR NOT ACTUALLY INSURED, REGARDLESS OF CAUSE OR ORIGIN, INCLUDING NEGLIGENCE OF THE OTHER PARTY HERETO, ITS AGENTS, EMPLOYEES, OFFICERS, MEMBERS, PARTNERS, SERVANTS OR SHAREHOLDERS, AND EACH PARTY COVENANTS THAT NO INSURER SHALL HOLD ANY RIGHT OF SUBROGATION AGAINST SUCH OTHER PARTY.**

- (M) **Governing Law.** This Agreement shall be construed, performed and enforced in accordance with the laws of the State of Texas without regard to otherwise applicable choice-of-law rules or principles. Each of Licensor and Licensee hereby submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in such courts sitting in Harris County, Texas, and Owner hereby designates the Secretary of State for the State of Texas as an authorized agent to accept service of any and all process on behalf of Owner in the State of Texas and in connection with this Agreement. Notwithstanding the foregoing sentence, the parties agree that service of process for Owner shall first be attempted by serving its registered agent of record, and secondly by serving Owner as its duly authorized corporate representative. This Agreement is to be at least partially performed in Harris County, Texas.
- (N) **Waiver of Jury Trial.** **TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR AND LICENSEE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS LICENSE AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.**
- (O) **Applicable Law.** In performing its obligations under this Licensor and Licensee at all times shall observe and comply with all applicable federal and state laws, local laws, ordinances, orders, and regulations of the federal, state, county, or city governments. The federal, state, and local laws, ordinances, and regulations which affect those engaged or employed in providing such services, or the equipment used in the services providing of such services, or which in any way affects the conduct of the services such services, shall be at all times in effect, and no pleas of misunderstanding will be considered on account of ignorance thereof. The Licensee shall likewise impose the same obligations contained in this Article upon all of its agents, contractors, customers, employees, invitees, licensees, servants or visitors.
- (P) **Successors and Assigns.** The Licensor and Licensee, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Licensor nor the Licensee shall assign in law or otherwise, sublet or transfer any interest in this Agreement without the written consent of the other.
- (Q) **Event of Default and Termination.** The Licensor shall have the right to terminate this Agreement if the Licensee materially defaults in the performance of its obligations under this Agreement and the Licensee fails to cure such default within the time period set forth below.

The Licensor will provide the Licensee with written notification as to the nature of the default, and the Licensee shall have sixty (60) days from the date of the Licensor's written notification to cure any such default. Should the Licensee fail to cure any default within this period of time, the Licensor may, upon issuance to the Licensee of a written notice of termination, terminate this Agreement. In the case of default for causes that cannot with due diligence be cured within such sixty (60) day period, the Licensor may, in its reasonable discretion, extend the 60-day cure period for such additional time as may be reasonable under the circumstances; provided that the Licensee shall: (1) immediately upon receipt of notice of termination advise the Licensor of the Licensee's intention to institute all steps necessary to cure such default and the associated time frame; and (2) institute and thereafter prosecute to completion with reasonable dispatch all steps necessary to cure same. The Licensor shall have the right to seek any remedy at law to which it may be entitled if the Licensee defaults under the material terms of this Agreement and fails to cure such default within the cure period set forth above.

**(R) Surrender of Possession.** Upon any termination of this License Agreement, whether by lapse of time or otherwise, Licensee shall immediately vacate the Licensed Premises and surrender to Licensor possession of the Licensed Premises (in broom-clean condition) on termination hereof without disturbance or molestation thereof. If Licensee fails to so vacate and surrender possession of the Licensed Premises, Licensor shall have full and free license to enter into and upon the Licensed Premises with or without process of law for the purpose of repossessing the Licensed Premises, expelling or removing Licensee and any others who may be occupying or within the Licensed Premises, and changing all door locks of the Licensed Premises.

**(S) Insurance Requirements.** The Licensee shall maintain in effect during the term of this License Agreement certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies required under this Agreement except Worker's Compensation must name the Zone, the Authority, and the City as an additional insured. All policies of insurance must provide waiver of subrogation in favor of the Zone, the Authority, and the City. All liability policies must be issued by a company with a Certificate of Authority from the State Department of Insurance to conduct insurance business in Texas and a rating of at least B+ and a financial size of Class VI or better according to the current year's Best's Key Rating Guide, Property-Casualty United States. The Licensee shall maintain the following insurance coverage in the following amounts:

1. Commercial General Liability insurance including Contractual Liability insurance: \$1,000,000 per occurrence; \$2,000,000 aggregate
2. Employer's liability limits
  - (a) Accident \$1,000,000
  - (b) Disease \$1,000,000

All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the Zone, the Authority, and the City and that it shall give not less than fifteen (15) days written notice to the Zone, the Authority, and the City before they may be canceled, materially changed, or non-renewed. Within the 15-day period, the Licensee shall provide other suitable policies in lieu of those about to be canceled, materially changed, or not renewed so as to maintain in effect the required coverage.

- (T) **Notices.** Any notices or other communications to Licensor or Licensee required or permitted to be given under this License Agreement must be in writing and shall be effectively given if delivered to the addresses for Licensor and Licensee set forth below or if sent by U.S. Mail, certified or registered, return receipt requested, to said addresses. Any notice mailed shall be deemed to have been given on the regular business day next following the date of deposit of such item in a depository of the United States Postal Service in Houston, Texas. Notice effected other than by mail shall be deemed to have been given at the time of actual delivery. Either party shall have the right to change its address to which notices shall thereafter be sent by giving the other party notice thereof. Until notice of a change is given, the addresses for Licensor and Licensee are as follows:

If to Licensor:

Downtown Redevelopment Authority  
 Attn: Executive Director  
 909 Fannin, Suite 1650  
 Houston, TX 77010  
 Phone: 713-752-0827  
 Fax: 713-650-1484

Licensee:

MassChallenge, Inc.  
 Attn: COO  
 21 Drydock Avenue, Suite 610E  
 Boston, MA 02210  
 Phone: 888-782-7820  
 Fax: \_\_\_\_\_

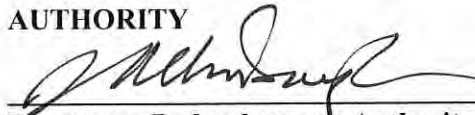
- (U) **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired, unless (i) any party can demonstrate that it would not have entered into this Agreement without inclusion of that term or (ii) the exclusion of the term fundamentally alters the balance of the rights and obligations of the parties. In the circumstances referred to in (i) or (ii) above, the parties agree that they shall enter into negotiations in good faith to agree to a substitute clause which achieves, so far as possible, the objectives and effect of the unenforceable, invalid or illegal provision.
- (V) **No Waiver.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- (W) **No Third Party Rights.** The provisions and conditions of this Agreement are solely for the benefit of the Licensor and the Licensee, and any lawful assign or successor of the Licensee, and are not intended to create any rights, contractual or otherwise, to any other person or entity.
- (X) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligation hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, or other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the

party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a period of time equal to the period such party was delayed.

(Y) **Interpretation.** In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

(Z) **Extent of License Agreement:** This Agreement along with the aforementioned Economic Development Grant Agreement, including the referenced Exhibits which are made a part hereof, represents the entire and integrated agreement between the Licensor and the Licensee. This Agreement may not be altered or amended except in writing executed on behalf of all of the parties. If any portion of **Exhibits A, B or C** are in contradiction with or alter this Agreement then those portions of **Exhibits A, B, or C** are superseded by the terms of this Agreement.

**AUTHORITY**

 Date: 6.11.20

**Downtown Redevelopment Authority**  
**J. Allen Douglas**  
**Executive Director**  
**909 Fannin St.**  
**Houston, TX 77010**  
**713-752-0827**

**MASSCHALLENGE, INC.**

 Date: 6/9/20

**INSERT FULL NAME HERE**  
21 Drydock Avenue, Suite 610E  
Boston, MA 02210  
Phone: 888-782-7820

IN TESTIMONY OF WHICH this instrument has been executed below on behalf of the Authority and the Consultant in duplicate originals which shall be considered of equal force and effect.

## EXHIBIT B

1. Licensee shall be provided 2 single offices and 2 6-8 person offices in The Downtown Launch Pad.
2. The desks in the "cohort space" shall be designated for Licensee MassChallenge's use first and for other, shared, use by agreement among co-licensees.
3. Licensee shall be provided 15 reserved parking spaces in the newly constructed Amegy on Main parking garage. Other parking spaces shall be available on a first-come, first-serve basis.
4. Licensee shall provide to Transwestern, building manager for Amegy on Main, required building documentation on each cohort participant prior to the end of day one of the cohort enabling Transwestern to supply Licensee with security badges for the Licensed Premises and parking passes for the Amegy on Main parking garage.
5. Other guests, and visitors are required to provide ground floor security the requested information prior to access of the 10<sup>th</sup> floor.
6. Licensee, along with co-licensees, shall be responsible for providing any kitchen services such as water, coffee or other beverages. Licensee, along with co-licensees, shall be responsible for maintaining the cleanliness of the kitchen, use of the dishwasher, disposal of perishables from the refrigerator, and maintenance of any coffee machine or water dispenser.
7. Licensee and participants may have access to The Downtown Launch Pad during the work-week and on weekends. The Downtown Launch Pad does not provide heat or air conditioning to the Licensed Premises on the weekend. On the weekends, the Licensee and participants will have access to The Cannon, on the 13<sup>th</sup> Floor of the Amegy on Main, for purposes of work.
8. Licensor, in discussion with with co-licensees, shall be responsible for providing a notification system at the entrance to The Downtown Launch Pad, either at the "receptionist's desk" or nearby.
9. Licensee shall provide an operations reporting structure to its participants, guests, and employees, Licensor, and to Amegy on Main's operations manager Transwestern.
10. Licensee shall be provided with scheduling protocols by The Cannon for the use of the Conference Room on the 11<sup>th</sup> Floor of the Amegy on Main, and to avoid any conflicts over the weekend use of The Cannon by Licensee.
11. The carrier for internet access shall be determined and obtained by each Licensee.

12. Licensee MassChallenge will provide a copy machine for the exclusive use of its employees and participants and will locate the machine in the copy room.
13. Licensees may use the copy room as storage for program materials.



## EXHIBIT C

### Rules & Regulations

#### **Adopted by Licensor in Tenancy with Amegy on Main All Licensees are subject to these terms and conditions**

1. Licensee shall not suffer or permit the obstruction of any Common Areas, including driveways, walkways and stairways.
2. Amegy on Main reserves the right to refuse access to any persons Amegy on Main in good faith judges to be a threat to the safety, reputation, or property of the Office Building and its occupants.
3. Licensee shall not make or permit any noise or odors that annoy or interfere with other lessees or persons having business within the Office Building.
4. Licensee shall not keep animals or birds within the Office Building, and shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.
5. Licensee shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. Licensee shall not alter any lock or install new or additional locks or bolts.
7. Licensee shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
8. Licensee shall not deface the walls, partitions or other surfaces of the Premises or Office Building.
9. Licensee shall not suffer or permit anything in or around the Premises or Building that causes excessive vibration or floor loading in any part of the Office Building.
10. Furniture, significant freight and equipment shall be moved into or out of the building only with the Amegy on Main's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Amegy on Main or Amegy on Main's Managing Agent. Licensee shall be responsible for any damage to the Office Building arising from any such activity.
11. Licensee shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Amegy on Main.
12. Amegy on Main reserves the right to close and lock the Building on Saturdays, Sundays and legal holidays, and on other days between the hours of 6:00 P.M. and 6:00 A.M. of the following day. If Licensee uses the Premises during such periods, Licensee shall be responsible for securely locking any doors it may have opened for entry. Subject to the terms and conditions of

the License Agreement, and to the other provisions of these Rules and Regulations, Licensee shall have use of the Premises 24 hours a day, 365 days a year.

13. Licensee shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.

14. No window coverings, shades or awnings shall be installed or used by Licensee.

15. Neither Licensee nor any employee or invitee of Licensee shall go upon the roof of the Building.

16. Licensee shall not suffer or permit smoking or carrying of lighted cigar or cigarettes in areas reasonably designated by Amegy on Main or by applicable governmental agencies as non-smoking areas.

17. Licensee shall not use any method of heating or air conditioning other than as provided by Amegy on Main.

18. Licensee shall not install, maintain or operate any vending machines upon the Premises without Amegy on Main's written consent.

19. The Premises shall not be used for lodging or manufacturing, cooking or food preparation for commercial use.

20. Licensee shall comply with all safety, fire protection and evacuation regulations established by Amegy on Main or any applicable governmental agency.

21. Amegy on Main reserves the right to waive any one of these rules or regulations, and/or as to any particular lessee, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Licensee.

22. Licensee assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.

24. Licensee and Licensee's visitors shall have unrestricted access to the restrooms on the 10th floor. However, if Amegy on Main determines in its sole but reasonable discretion that the restrooms should be kept locked for security or other reasons, Amegy on Main may lock such restrooms and will provide to Licensee, free of charge, access to each restroom.

25. Amegy on Main reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Amegy on Main's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises and Building, and for the preservation of good order therein, as well as for the convenience of other occupants and Licensees therein. Amegy on Main shall not be responsible to Licensee herein or to any other person for the nonobservance of the Rules and Regulations by any other Licensee or other person, except servants, employees and agents of

Amegy on Main. Licensee shall be deemed to abide by them as a condition of its occupancy of the Premises.

## EXHIBIT D

### Rules & Regulations

#### **Adopted by Licensor in Tenancy with Amegy on Main All Licensees are subject to these terms and conditions**

1. Licensee shall not suffer or permit the obstruction of any Common Areas, including driveways, walkways and stairways.
2. Amegy on Main reserves the right to refuse access to any persons Amegy on Main in good faith judges to be a threat to the safety, reputation, or property of the Office Building and its occupants.
3. Licensee shall not make or permit any noise or odors that annoy or interfere with other lessees or persons having business within the Office Building.
4. Licensee shall not keep animals or birds within the Office Building, and shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.
5. Licensee shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. Licensee shall not alter any lock or install new or additional locks or bolts.
7. Licensee shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
8. Licensee shall not deface the walls, partitions or other surfaces of the Premises or Office Building.
9. Licensee shall not suffer or permit anything in or around the Premises or Building that causes excessive vibration or floor loading in any part of the Office Building.
10. Furniture, significant freight and equipment shall be moved into or out of the building only with the Amegy on Main's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Amegy on Main or Amegy on Main's Managing Agent. Licensee shall be responsible for any damage to the Office Building arising from any such activity.
11. Licensee shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Amegy on Main.
12. Amegy on Main reserves the right to close and lock the Building on Saturdays, Sundays and legal holidays, and on other days between the hours of 6:00 P.M. and 6:00 A.M. of the following day. If Licensee uses the Premises during such periods, Licensee shall be responsible for securely locking any doors it may have opened for entry. Subject to the terms and conditions of

the License Agreement, and to the other provisions of these Rules and Regulations, Licensee shall have use of the Premises 24 hours a day, 365 days a year.

13. Licensee shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.

14. No window coverings, shades or awnings shall be installed or used by Licensee.

15. Neither Licensee nor any employee or invitee of Licensee shall go upon the roof of the Building.

16. Licensee shall not suffer or permit smoking or carrying of lighted cigar or cigarettes in areas reasonably designated by Amegy on Main or by applicable governmental agencies as non-smoking areas.

17. Licensee shall not use any method of heating or air conditioning other than as provided by Amegy on Main.

18. Licensee shall not install, maintain or operate any vending machines upon the Premises without Amegy on Main's written consent.

19. The Premises shall not be used for lodging or manufacturing, cooking or food preparation for commercial use.

20. Licensee shall comply with all safety, fire protection and evacuation regulations established by Amegy on Main or any applicable governmental agency.

21. Amegy on Main reserves the right to waive any one of these rules or regulations, and/or as to any particular lessee, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Licensee.

22. Licensee assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.

24. Licensee and Licensee's visitors shall have unrestricted access to the restrooms on the 10th floor. However, if Amegy on Main determines in its sole but reasonable discretion that the restrooms should be kept locked for security or other reasons, Amegy on Main may lock such restrooms and will provide to Licensee, free of charge, access to each restroom.

25. Amegy on Main reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Amegy on Main's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises and Building, and for the preservation of good order therein, as well as for the convenience of other occupants and Licensees therein. Amegy on Main shall not be responsible to Licensee herein or to any other person for the nonobservance of the Rules and Regulations by any other Licensee or other person, except servants, employees and agents of

Amegy on Main. Licensee shall be deemed to abide by them as a condition of its occupancy of the Premises.

**DRA Board Members**—You and your family are invited to be our VIPs at the Trebly Park grand opening. The below events are at 12:00 pm:

- Press event on the Trebly Park Main Stage with remarks and acknowledgments from local officials and the ribbon cutting.
- Following the ribbon cutting, join us inside Tout Suite Cafe for light bites, beverages, fun swag bags and more.
- Immediately to follow will be an outdoor winter carnival (2-7 pm) with live music, funnel cakes, carnival games & more.



# COLLABORATIVE COMMITTEES UPDATES

January 2023



Downtown  
Redevelopment  
Authority



# Timeline



Board of Directors'  
Collaborative  
Committee Survey

# Enhance Downtown Committee

## GOAL 2

Enhance and maintain a comfortable, welcoming, and well-managed public realm

- Dougal A. Cameron - CHI
- Terry Demchak - HDMD
- Regina Garcia - DRA
- Marian Harper - HDMD
- Gilbert A. Herrera - HDMD
- Roland Kennedy - HDMD
- Barry Mandel - DRA
- Kenny Meyer - HDMD
- Ted Zweg - HDMD

# Connect Downtown Committee

## GOAL 3

Drive vibrancy through improved street-level connectivity, a commitment to walkability, and inclusive programming strategies

- Loren Blanchard - CHI
- Clay Crawford - HDMD
- Curtis V. Flowers - DRA
- Bradley R. Freels - CHI
- James Harrison - DRA
- Wendy Heger - CHI
- Benjamin Llana - HDMD
- Theola Petteway - CHI
- David Ruiz - CHI
- Cody Schneider - CHI

# Thrive Downtown

## GOAL Committee

Enhance and maintain a comfortable, welcoming, and well-managed public realm

- Crystal Allen - HDMD
- Genora K. Boykins - HDMD
- James Casey - CHI
- Keith Hamm - DRA
- CC Huang - HDMD
- Toni M. Jackson - HDMD
- Robbi Jones - HDMD
- Jessica O'Neill - CHI
- Travis Overall - CHI
- Edna Ramos - HDMD
- Grace Rodriguez - HDMD
- Michele Sabino - DRA
- William Taylor - DRA

# Stakeholder Engagement Committee

## GOAL 5

Enhance and maintain a comfortable, welcoming, and well-managed public realm

- Leslie G. Ashby - HDMD
- Stephanie Burritt - CHI
- Jacques D’Rovencourt - HDMD
- Hillary J. Hart - CHI
- Tiko Hausman - DRA
- Sherea A. McKenzie - HDMD
- Kathy Payton - CHI

# Timeline



**WORK IN  
PROGRESS**

January 2023

February 2023

Board of Directors'  
Collaborative  
Committee Survey

Invite Partners &  
Residents to Join  
Committees

Scheduling of  
Meetings

Launch  
Committees



CHAMPION AND ENHANCE DOWNTOWN HOUSTON AS A  
CONNECTED AND THRIVING PLACE FOR EVERYONE.



CENTRAL HOUSTON, INC.

# STRATEGIC ALIGNMENT PLAN UPDATES

JANUARY, 2023



# GOAL 1

## Champion major projects, initiatives and investments that improve Downtown

**1.2:** Continue to advocate for the implementation of TxDOT's North Houston Highway Improvement Project and the Civic Opportunities that reconnect communities.

**Highlight:** In late December 2022, Houston Mayor Sylvester Turner signed an amended MOU with TxDOT on the North Houston Highway Improvement Project (NHHIP). The press conference and signing ceremony were held at the Central Library in Downtown. Days later, the Harris County Commissioners Court met on Thursday, Dec 22, and voted 4-0 to approve their version of the MOU and to drop the lawsuit against TxDOT. The findings and resolution from the FHWA Title VI investigation now become the critical path item for project to move forward.

### Participating Agencies:



**1.4:** Guide the implementation of Plan Downtown, the HDMD Service & Improvement (S&I) Plan, and TIRZ project plan.

**Highlight 1:** In preparation for Houston hosting the NCAA Men's Final Four March 31-April 3, CHI will be convening a meeting on Tuesday, January 31 @ 11:30 AM at 1221 McKinney St. The meeting is for Downtown stakeholders to learn about preparations for and activities associated with the culmination of March Madness. CHI management is serving as the chair of NCAA committee which convenes district and municipal leaders to help Houston make a great impression on gameday. This effort is consistent with HDMD S&I Plan Goal 2: *Excel in hosting 2023 Men's Final Four*

**Highlight 2:** In November the DRA Board passed a resolution authorizing the submission to City of Houston City Council of the Part I Project Plan and Financial Plan expanding the boundaries of the TIRZ along Allen Parkway. The DRA's Executive Director discussed the Project Plan separately with the directly affected Council Members Kamin and Gallegos and further testified before City Council on December 14, 2022 in support of the Plan and Annexation prior to its unanimous passage by City Council. The capture of incremental tax revenues from development of the annexed area will assist the DRA in shaping projects aimed at alleviating blight and increasing vibrancy Downtown as well as supporting the DRA's recurring commitment to fund the operation and maintenance of the Buffalo Bayou Park between Shepherd and Sabine.

### Participating Agencies:



## GOAL 2

### Enhance and maintain a comfortable, welcoming, and well-managed public realm

**2.3:** Partner with local agencies to provide an exceptional network of parks and green spaces in Downtown.

**Highlight:** Downtown's newest park, Trebly Park, made its debut on Block 333 bounded by Bell, Fannin, Leland and San Jacinto Streets on December 2. Trebly Park was designed to support an inclusive community space for the huge influx of housing units developed in southern half Downtown over the last decade. With the addition of Trebly, every Downtown Houston resident will live within the Trust for Public Land's gold standard for having a park within a ten-minute walk from their home. The DRA funded the construction of the park, while the HDMD will provide maintenance and management.

**Participating Agencies:**



**2.10:** Broadly address the needs of people experiencing homelessness and the associated impacts.

**Highlight:** In November, the HDMD Board approved \$500,000 in pilot funding for a new initiative designed to accelerate the housing of 100 persons experiencing homelessness in Downtown in the next 100 days. The program, developed in partnership with the Coalition for the Homeless, expands CHI's multi-dimensional role in addressing homelessness in Downtown.

**In Action:** CHI/HDMD's pilot initiative provides interim rent subsidy during the 90-day waiting period so that unhoused residents can wait for their home, inside their home.

**Participating Agency:**



## GOAL 3

### Drive vibrancy through improved street-level connectivity, a commitment to walkability, and inclusive programming strategies

- **3.1:** Plan, design, and construct public infrastructure that supports safety and equity.

**Highlight:** In December, CHI released an RFP for planning and design services to imagine the next phase of transitioning a six-block stretch of Main Street into a better street for non-motorized transportation. This initiative will result in a more coherent, unified, and legible circulation route for safe and accessible pedestrian movement along Main Street. It will design strategic improvements that convert the roadway and promote sidewalk utilization in ways that benefit pedestrian access while maximizing the area for outdoor dining. Proposals due Feb 2, 2023

#### Participating Agencies:



- **3.7:** Utilize public art and other place enhancement strategies to help enliven the public realm.

**Highlight:** Friday, December 9th marked the arrival of two more spectacular murals across Downtown's cityscape as part of Big Art. Bigger Change. This brought the total number of murals delivered in 2022 to ten. The ambition is for the project to deliver one mural for each of the 17 Sustainable Development Goals adopted by the United Nations General Assembly by the end of 2023.

The themes of the two new murals are:

- "Quality Education For All" painted by renowned Spanish artist Belin, located at The Franklin Garage, 805 Franklin St., and
- "Life Under Water" painted by artist Ricky Lee Gordon and is located at the Hyatt Regency, 1200 Louisiana St.

#### Participating Agency:



## GOAL 4

### Foster a vital and thriving economy through business growth, residential expansion, and enhanced reasons to be in Downtown

- **4.11:** Foster a thriving storefront economy, prioritizing recruitment efforts, where possible, to fill available properties that have favorable con-tenancy on key corridors.

**Highlight:** After a statewide recruitment effort, CHI recently hired a new staff member, David Gwin, to advance the aspirations of 4.11. David will serve as CHI's Economic Development Manager, and his work involves drafting, implementing and administering the new retail program and associated efforts.

David brings more than three decades of experience in urban planning and economic and community development with five Texas cities ranging in size from 35,000 to 350,000 in population. He is nationally certified under the APA's "AICP" professional credential and has earned the "Certified Economic Developer" (CEcD) designation from the IEDC.

#### Participating Agencies:



- **4.15:** Be the go-to organization for Downtown market research and intelligence.

**Highlight:** Within the month of December, CHI was approached by a local developer to help inform an investment & development group from NYC regarding the potential acquisition and conversion of a major Downtown Houston asset which has sat vacant for years.

CHI's research lead and executive team spent approximately 20 hours responding to their research requests, including items such as the residential pipeline, historical population trends, and projected tax liabilities, and forecasts for potential development support tools. CHI management understands that the group closed on the property on Dec 31 and intends to advance the project.

#### Participating Agencies:



## GOAL 5

### Develop a hivemind of intelligence and goodwill by genuinely engaging and convening stakeholders

- **5.4:** Explore the potential for simplifying stakeholders' awareness of CHI and its affiliates by unifying their brand identities.

**Highlight:** CHI recently issued a RFP for marketing and design agencies to assist in developing unified organizational branding for CHI and its affiliates. This project will produce a refreshed, unified, and cohesive brand umbrella for the existing entities. It will help simplify stakeholders' understanding of the organization(s), improve communications efficacy, and provide clarified investment attribution. Proposals are due Jan 20, 2023.

#### Participating Agencies:



- **5.6:** Improve and expand external communications to increase awareness of CHI, its actions, and general Downtown happenings.

**Highlight:** CHI recently issued a RFP for public relations services to assist in communicating the organization's and Downtown's progress. This service will amplify the outward-facing voice of CHI while honoring its affiliates' legacies and purposes. Moreover, it will simplify the public's understanding of the organization as it transitions to operating under its new shared vision and mission statements. Proposals are due Jan 9, 2023.

#### Participating Agencies:





**Tax Increment Reinvestment Zone #3**

**2023 Schedule of Board of Directors Meetings**

Meetings will be scheduled virtually on the second Tuesday of each month, **unless otherwise indicated**, and are to be held from 12:00 p.m. to 1:30 p.m. in the Downtown Redevelopment Authority’s offices at the LyondellBasell Tower, 1221 McKinney Street, Suite 4250, in the Large Conference Room.

- |             |                    |
|-------------|--------------------|
| January 10  | <i>July 11</i>     |
| February 14 | August 8           |
| March 14    | September 12       |
| April 11    | October 10         |
| May 9       | November 14        |
| June 13     | <i>December 12</i> |

**2023 Schedule of the Enhance Downtown Committee Meetings**

All meetings are scheduled on the [TBA] **unless otherwise indicated**, and are to be held from [time]. in the Downtown Redevelopment Authority’s offices at the LyondellBasell Tower, 1221 McKinney Street, Suite 4250, in the Large Conference Room.

TBA

**2023 Schedule of the Connect Downtown Committee Meetings**

All meetings are scheduled on the [TBA] **unless otherwise indicated**, and are to be held from [time]. in the Downtown Redevelopment Authority’s offices at the LyondellBasell Tower, 1221 McKinney Street, Suite 4250, in the Large Conference Room.

TBA

**2023 Schedule of the Thrive Downtown Committee Meetings**

All meetings are scheduled on the [TBA] **unless otherwise indicated**, and are to be held from [time]. in the Downtown Redevelopment Authority’s offices at the LyondellBasell Tower, 1221 McKinney Street, Suite 4250, in the Large Conference Room.

TBA

**2023 Schedule of the Stakeholder Engagement Committee Meetings**

All meetings are scheduled on the [TBA] **unless otherwise indicated**, and are to be held from [time]. in the Downtown Redevelopment Authority's offices at the LyondellBasell Tower, 1221 McKinney Street, Suite 4250, in the Large Conference Room.

TBA

**2023 Schedule of Budget and Finance Committee Meetings**

All meetings are held as needed and are to be held from 12:00 p.m. to 1:30 p.m. in the Downtown Redevelopment Authority's offices at the LyondellBasell Tower, 1221 McKinney Street, Suite 4250, in the Large Conference Room.

March 28

September 26

**2023 Schedule of Executive Committee Meetings**

Meetings are held as needed in the Downtown Redevelopment Authority's offices at the LyondellBasell Tower, 1221 McKinney Street, Suite 4250, in the Large Conference Room.

*\*Tentative and/or Board Vacation (July & December)*

*Lunch will be provided and served at noon.*

For additional information, contact:

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