



# houston landbank

## BOARD OF DIRECTORS REGULAR MEETING December 15, 2025

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Consideration and Possible Action to Approve 2025-2027 Houston Land Bank Recommended Builders. Approval action item would officially induct builders into the standing Houston Land Bank Approved Builder List, allowing them to purchase lots for the construction of affordable homes through the Houston Land Bank.



## BOARD OF DIRECTORS REGULAR MEETING AGENDA

December 15, 2025 —Noon Central Time

LISC

602 Sawyer Street, Suite 210 Houston, Texas 77007

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

The public meeting location will be at 602 Sawyer Street, Houston, Texas 77007. The Board Chair, as presiding officer of the Board, will be physically present; Board members will also be physically present.

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

### AGENDA

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

*Speakers must be registered by 5 p.m. on Friday, December 12, 2025. To register, please use the online form at [www.houstonlandbank.org/resources](http://www.houstonlandbank.org/resources), e-mail [info@houstonlandbank.org](mailto:info@houstonlandbank.org) or call 281-655-4600. The Chair will call on speakers and allow three minutes per speaker.*
- III. Consideration and Adoption of Meeting Minutes
  - a. October 20<sup>th</sup>, 2025 Board Meeting
- IV. ~~Chairman's~~ Greeting: Matt Zeis
- V. Committee Reports:
  - a. Executive Committee: Matt Zeis, Chair
  - b. Finance Committee: Open, Chair
  - c. Partnership and Program Development: Chrishelle Palay, Chair
  - d. Real Estate Acquisition and Disposition: Francisco Castillo, Chair
  - e. Procurement and Oversight: Elaine Morales-Diaz, Chair
- VI. Board Action Items
  - a. Consideration and Possible Action to Approve a Fiscal Agreement between the Houston Land Bank (HLB) and HLB Fund.
  - b. Consideration and Possible Action to Approve a Memorandum of Understanding with NOMA Houston.
  - c. Consideration and Possible Action to Approve a Memorandum of Understanding with the Harris County Public Probate Administrator.
  - d. Consideration and Possible Action to Approve the 2025-2027 Houston Land Bank Recommended Builders. Approval of this action item would officially induct these builders into the standing Houston Land Bank Approved Builder List, allowing them to purchase lots for the

construction of affordable homes through the Houston Land Bank.

VII. Executive Session

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

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

VIII. Board Member Comments

IX. Adjournment

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

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

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

**October 20, 2025**

A regular meeting of the Board of Directors ("Board") of the Houston Land Bank ("HLB"), a Texas non-profit corporation created and organized by the City of Houston as a local government corporation pursuant to the Texas Transportation Code Annotated, Section 431.101, *et seq.*, and the Texas Local Government Code Annotated, Section 394.001 *et seq.*, was held at the Leonel Castillo Community Center located at 2101 South Street, Houston, Texas, on Monday, October 20, 2025 at 12:00 p.m. Written notice of the regular meeting, which included the date, hour, place and agenda for the regular meeting, was posted in accordance with the Texas Open Meetings Act.

Board members in attendance were:

Elaine Morales-Diaz	Rickie Bradshaw
Matt Zeis	Chrishelle Palay
Francisco Castillo	Janae Ladet
Thomas Simpson	

Board directors absent were: Marilyn Muguerra, Dwantrina Russell, Ge'Juan Cole and David Collins. Others in attendance included: Christa Stoneham, Chief Executive Officer/President of the HLB; LaTosha Okoiron, in-house counsel and Compliance Manager; Isai Mendez, Finance Director for the HLB; Lindsey Williams, Director of Community Development for the HLB; Melanie Young, Director of Operations; Donesha Albrow, Program Manager for the HLB; LeKendra Drayton, Administrative Assistant for the HLB; Leigh White (Legal Clerk) and Mark Glanowski (Paralegal) of Winstead PC; and Jaberton Allen, Vice President and Relationship Manager of Austin Bank.

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

Chairman Zeis called this regular meeting to order at 12:17 p.m. A roll call of the Board members attending in person immediately followed. Chairman Zeis then announced that an in-person quorum of the Board was now present for this meeting.

**II. Public Speakers & Registered Attendees**

Nothing to report due to no public speakers in attendance.

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

**a. September 11, 2025 Board Meeting**

Chairman Zeis noted that the minutes for the September 11, 2025 regular meeting of the Board were previously circulated for review and comment to the Directors.

Director Castillo then made a motion to approve the written minutes for the meeting held on September 11, 2025, which motion was duly seconded by Director Palay and approved with the unanimous vote of the Board.

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

Chairman Zeis thanked everyone for attending today's meeting along with everyone on the HLB staff for their assistance with coordinating and managing the recent retreat for the Board of Directors.

**V. Swearing In and Oath of Office: Rickie Bradshaw**

Chairman Zeis conducted the swearing in and oath of office for Rickie Bradshaw as a member of the Board of Directors. Mr. Bradshaw then gave a short summary of his employment background which included positions at Frost Bank and the Local Initiatives Support Corporation.

**VI. Austin Bank Donation Presentation**

Ms. Stoneham introduced Jaberton Allen of Austin Bank who then presented a check in the amount of \$5,000 in support of the Houston Land Bank. Ms. Stoneham and the Board thanked Mr. Allen and Austin Bank for this generous donation to support affordable housing in Houston.

**VII. Committee Reports:**

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

Chairman Zeis reported that the Executive Committee met a few weeks ago to discuss the items on the Board meeting Agenda. The Committee also discussed the progress with the Acres Home Town Center, the Sip & Sustain event on Canal Street, and an update on the Sunnyside and the Yellow Cab sites.

**b. Finance Committee: Open Chair**

Chairman Zeis reported that the Finance Committee met on October 1st to discuss the balance of the accounts, the status of the grants and the external financial audit. He also noted that this Committee needs a Chair to lead and manage this Committee.

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

Director Palay reported that the Partnership Committee met on October 1st to discuss the following:

- i. final review of the Rice Management Proposal including the 15% administrative fee payable to the HLB;
- ii. review of the Tejano Center Agreement to manage 40 houses;
- iii. the Consulting Services Agreement with Local Initiatives Support Corporation;
- iv. the Community Wellness Initiative;

- v. the Brownfields ground lease model; and
- vi. Internal reconciliation identified several community purpose lots that were still tied to agreements with Harris County and warrants for those lots were paused until the those lots were cleared and obligations verified with the long term goal to activate such lots for affordable housing.

Director Palay then informed the Board that there are 41 houses in development and 21 houses which are out of compliance. She also noted that the LISC start up builder program to open earlier this month for the pre-development grant for lot acquisition

**d. Real Estate Acquisition and Disposition Committee: Francisco Castillo**

Chairman Zeis reported that the Real Estate Acquisition and Disposition Committee met to discuss the ongoing discussions with the church with regard to the property at Brendon Street which is in need of legal compliance. Also, Director Castillo mentioned that the James Street plat was approved and that 10 lots are in the plat approval process. Ms. Stoneham announced that the Traditional Builders RFP closes on November 7, 2025.

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

Director Morales-Diaz reported that the Procurement and Oversight Committee met on October 9<sup>th</sup> to discuss the response for the procurement concerning general contractor services, and to move forward with the three vendors who submitted bids for the Environmental Services RFP.

Director Bradshaw asked how the HLB vetting process works for the vendors bidding for the contracts.

**VIII. Board Action Items**

- a. **Consideration and Possible Action to Approve the Successful Bidders (New Community Instruction LLC, Paige Management LLC, Perpetual Development LLC, Remodel HTX and Southern Brothers Property, LLC.) under the Request for Proposals for General Contractor Services as originally issued on July 01, 2025.**

Ms. Stoneham announced that approval of this agenda item will authorize the HLB to contract with the successful bidders as described in the Houston Land Bank Request for Qualifications for General Contractor Services as issued originally on July 1, 2025.

The original HLB Request for Qualifications for General Contractor Services was posted on July 1, 2025, and closed on August 29, 2025. There were 9 total submissions, and after the review process there four unsuccessful bidders, and five successful bidders. HLB staff presented the results of this procurement to the Procurement and Oversight Committee during the October 09, 2025, committee meeting. The committee approval moving the procurement forward with the 5 successful bidders. The successful bidders for this procurement were those submissions receiving a score of 80% or above. The grading breakdown was as follows:

Burnett Unlimited LLC. (formerly BD Constructors)	Score: 0% (unsuccessful bidder)
Easy Street Construction	Score: 0% (unsuccessful bidder)
New Community Construction LLC	Score: 95% (successful bidder)
Paige Management LLC	Score: 86.67% (successful bidder)
Pangea Commercial Construction LLC	Score: 0% (unsuccessful bidder)
Perpetual Development LLC	Score: 91% (successful bidder)
Remodel HTX	Score: 91.67% (successful bidder)
Southern Brothers Properties LLC	Score: 93.33% (successful bidder)
Tha Build Up	Score: 0% (unsuccessful bidder)

The HLB staff recommend proceeding with New Community Construction LLC, Paige Management LLC, Perpetual Development LLC, Remodel HTX and Southern Brothers Properties LLC as the successful bidders.

Director Garland-Ladet made a motion to approve the 5 successful bidders for General Contractor Services contracts, which motion was seconded by Director Palay and approved with the unanimous vote of the Board.

- b. **Consideration and Possible Action to Approve the Successful Bidders (EnSafe Inc., ESE Partners, GHD Inc., SKA Consulting, L.P., and SSCI Environmental), under the Request for Proposals for Environmental Assessment Professionals for the EPA Brownfield's Assessment Grant as initially issued on July 10, 2025 and re-issued on September 19, 2025.**

Chairman Zeis announced that this Agenda item will authorize the HLB to approve the successful bidders to engage as consultants to conduct assessment testing in connection with the EPA \$5,000,000 clean-up grant.

Ms. Stoneham stated that the HLB should approve each of the successful bidders for environmental assessment services.

Director Castillo made a motion to accept the proposals from all five companies for environmental assessment services contracts, which motion was duly seconded by Director Garland-Ladet and approved with the unanimous vote of the Board.

- c. **Consideration and Possible Action to Approve and Adopt the FY 2025 financial external audit conducted by A Bricks Coggin, CPA PLLC.**

Chairman Zeis announced that this Agenda action item is necessary to adopt the Fiscal Year 2025 financial external audit.

Per HLB organizational documents, the annual Fiscal Year 2025 Financial Audit was conducted at the fiscal year end (June 30, 2025) by A BRICKS COGGIN CPA, PLLC, and the financial report was submitted on September 17, 2025. In summary, below are the respective findings of the report:

1. Independent Auditor's Report, Opinion -

The financial statements present fairly, in all material respects, the financial position of the governmental activities and major fund of HLB as of June 30, 2025, and the respective change in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

2. Management Representation Letter, Financial Statements

The financial statements referred to above are fairly presented in conformity with U.S. GMP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.

3. Management Representation Letter, Government Specific

- Components of net position (net investment in capital assets; restricted; and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
- Investments, derivative instruments, and land and other real estate held by endowments are properly valued.
- Provisions for uncollectible receivables have been properly identified and recorded.
- Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- Special and extraordinary items are appropriately classified and reported.
- Deposits and investment securities and derivative instruments were properly classified as to risk and are properly disclosed.
- Capital assets, including infrastructure and intangible assets, were properly capitalized, reported, and, if applicable, depreciated, or amortized.

4. No material misstatements that required corrective action were identified.

5. No disagreements arose because of the audit with Management and A Bricks Coggin CPA, PLLC.

6. There were no other significant matters, findings or issues.

Mr. Mendez informed the Board that no material circumstances were discovered during the external audit process, however the audit does indicate a net loss of \$900,000.00, which will need to be monitored. He also noted that the auditor will be changed every 3 years.

Director Morales-Diaz made a motion to approve and adopt the Fiscal Year 2025 external audit, which motion was duly seconded by Director Castillo and approved with the unanimous vote of the Board.

**d. Consideration and Possible Action to Approve the Houston Land Bank to enter into an agreement to execute the Subrecipient Grant Agreement with Auburn University in the amount of \$100,000 for Phase 1 and to enter into a subsequent Professional Services Contract not to exceed \$50,000 for Phase 2.**

Ms. Stoneham announced that approval of this item will authorize the HLB staff to extend the contract with Fannie Mae and work with Auburn University to prepare a demonstration house.

Staff requested Board approval for the Houston Land Bank to enter into an agreement with Auburn University to serve as a provider of a research-based model to evaluate the cost, policy, and procedural implications of building affordable, resilient housing that meets the Insurance Institute for Business & Home Safety FORTIFIED Gold certification standard through the construction of a demonstration home.

The Houston Land Bank, in partnership with Auburn University's Rural Studio, has been selected to advance the development of a FORTIFIED™ Gold Demonstration Home in Houston, Texas.

The project aligns with HLB's Finding Home Initiative and supports the organization's mission to expand access to affordable, sustainable housing while testing replicable strategies for small-lot resilient homebuilding. Auburn University, through its Rural Studio program, will provide architectural and technical expertise, while HLB will serve as the subrecipient and project manager overseeing predevelopment, permitting, and construction coordination.

The primary focus of this project is research-based:

- To document and evaluate the process, costs, and policy implications of delivering a FORTIFIED Gold-certified home in the affordable housing context.
- To generate replicable pre-development and construction protocols that can be integrated into Houston's Finding Home Initiative and made available for broader adoption.

- To collect and analyze data on permitting timelines, construction sequencing, resilience certification processes, and cost differentials compared to conventional construction.

Ms. Stoneham stated that this project will be broken into two phases-Phase 1 (Sub-Recipient Grant Award) and Phase 2 (Professional Services Contract). She also noted that HLB will need to extend its contract with Fannie Mae.

Director Morales-Dias made a motion to approve execution of the Subrecipient Grant Agreement with Auburn University, which motion was duly seconded by Director Palay and approved with the unanimous vote of the Board.

#### **IX. Executive Session**

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

#### **X. Board Member Comments**

No comments.

#### **XI. Adjournment**

Chairman Zeis asked if there were any additional matters to be discussed or considered by the Board. Hearing none, this regular Board meeting then adjourned at 12:53 p.m. upon the motion of Director Garland-Ladet which was duly seconded by Director Castillo and passed with the unanimous vote of the Board.

#### Minutes Prepared By:

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

Signed on the \_\_\_\_ day of \_\_\_\_\_, 2025.

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Secretary

**Houston Land Bank**  
**Balance Sheet**  
As of September 30, 2025

	<b>Total</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Bank Accounts</b>	
Total Bank Accounts	\$ 3,988,033
<b>Accounts Receivable</b>	
12100 Accts Receivable	596,930
Total Accounts Receivable	\$ 596,930
<b>Other Current Assets</b>	
<b>Prepaid Expenses</b>	
14100 Prepaid Acquisition Costs	178,998
14200 Prepaid Insurance	134,159
14400 Prepaid Security Deposit	6,138
14500 Prepaid Subscription Services	7,571
Total Prepaid Expenses	\$ 326,866
Total Other Current Assets	\$ 326,866
Total Current Assets	\$ 4,911,829
<b>Fixed Assets</b>	
15100 Equipment	21,905
15900 Accum. Depreciation	-15,275
Total Fixed Assets	\$ 6,630
<b>Other Assets</b>	
16200 Lease Asset	12,313
Total 17100 Investments Held For Sale	10,291,297
Total Other Assets	\$ 10,303,611
<b>TOTAL ASSETS</b>	<b>\$ 15,222,070</b>
<b>LIABILITIES AND EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
20100 Accounts Payable	79,078
Total Accounts Payable	\$ 79,078
<b>Other Current Liabilities</b>	
21100 Liabilities Due to HCDD	1,174,185
21300 Payroll Liability	30,030
21302 Medical Liability	-4,404
21303 Dental Liability	246
21304 Vision Liability	-669
21305 Disability Liability	-311

**Houston Land Bank**  
**Balance Sheet**  
As of September 30, 2025

	<b>Total</b>
21400 Liabilities Due to HLB Fund	14,450
21600 Lease Liability - Current	3,356
21800 Unearned Revenue	379,371
<b>Total Other Current Liabilities</b>	<b>\$ 1,596,254</b>
<b>Total Current Liabilities</b>	<b>\$ 1,675,332</b>
<b>Long-Term Liabilities</b>	
22600 Lease Liability - Noncurrent	10,395
<b>Total Long-Term Liabilities</b>	<b>\$ 10,395</b>
<b>Total Liabilities</b>	<b>\$ 1,685,727</b>
<b>Equity</b>	
30100 Unrestrict (retained earnings)	13,631,315
Net Income	-94,973
<b>Total Equity</b>	<b>\$ 13,536,343</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$ 15,222,070</b>

# Houston Land Bank

## Income Statement

September 2025

	<b>Total</b>
<b>Income</b>	
40100 Acquisition and Development Agreement	172,060
40500 Outside Sources Contributions	336,295
<b>Total Income</b>	<b>\$ 508,356</b>
<b>Gross Profit</b>	<b>\$ 508,356</b>
<b>Expenses</b>	
60100 Salaries and Fringe	233,781
60200 Legal Fees	46,412
60300 Professional Services	122,648
60400 Property Cost - Lot Maintenance	127,369
60500 Software and Subscriptions	15,023
60600 Rent Expense	12,446
60700 Advertising and Marketing	7,600
60800 Bank Fees	408
60900 Conference and Meetings	547
61000 Depreciation Expense	495
61200 Insurance	27,873
61300 Membership and Dues	2,197
61400 Office Expense	984
61500 Phone and Internet	2,708
61700 Travel Expense	3,390
63200 Property Cost Disposition - NHDP	23,385
<b>Total Expenses</b>	<b>\$ 627,267</b>
<b>Net Operating Income</b>	<b>-\$ 118,911</b>
<b>Other Income</b>	
70100 Interest Income	23,850
<b>Total Other Income</b>	<b>\$ 23,850</b>
<b>Net Other Income</b>	<b>\$ 23,850</b>
<b>Net Income</b>	<b>-\$ 95,061</b>



## REQUEST FOR BOARD ACTION

Fiscal Agreement: Houston Land Bank Fund and Houston Land Bank

**Meeting Date:** December 15, 2025

**Agenda Item VI a:** Consideration and Possible Action to Approve a Fiscal Agreement between the Houston Land Bank (HLB) and HLB Fund

### ACTION SUMMARY

Approval of this item will authorize the President and CEO to enter into a Fiscal Agreement between HLB and the HLB Fund, establishing a formal, legally compliant structure for financial transactions, grant transfers, and shared reporting obligations.

### BACKGROUND

The HLB Fund is a 501(c)(3) nonprofit created to support philanthropic fundraising, flexible real estate initiatives, and capacity building on behalf of HLB priorities. This Fiscal Agreement:

- Preserves legal independence and governance separation
- Establishes the conditions under which funds may be transferred
- Requires written grant agreements for each transaction
- Defines reporting, recordkeeping, and audit rights

### JUSTIFICATION

This agreement is necessary to:

- Support philanthropic grantmaking to HLB projects
- Ensure transparent accounting between a public entity and affiliated nonprofit
- Reduce legal risk and clarify obligations for financial oversight
- Expand future fundraising capabilities

It strengthens HLB's operational sustainability and allows for external capital to support mission aligned investments.

### RECOMMENDATION

Staff recommends approval to authorize execution of the Fiscal Agreement with HLB Fund.

# FISCAL AGREEMENT

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## Between HLB Fund and Houston Land Bank

This Fiscal Agreement (“Agreement”) is entered into as of \_\_\_\_\_, 2025, by and between:

- HLB Fund, a Texas nonprofit corporation, (“HLB Fund”), and
- Houston Land Bank, a local government corporation created pursuant to Chapter 431, Texas Transportation Code and Chapter 394 of the Texas Local Government Code. The corporation is governed by the Texas Nonprofit Corporation Act. (“HLB”).

Together, the HLB Fund and HLB are referred to herein as the “Parties.”

### 1. Purpose and Scope

This Agreement sets forth the fiscal relationship between the Parties to support cooperative initiatives that further shared objectives in affordable housing, equitable land use, and community revitalization. It affirms that the HLB Fund shall remain operationally and fiscally independent from the HLB while allowing for transparent and legally compliant financial transactions between the entities.

### 2. Legal Status and Independence

- 2.1. Nonprofit Status: The HLB Fund is a 501(c)(3) tax-exempt organization and shall maintain its status as a separate legal entity.
- 2.2. No Control or Influence: HLB shall not interfere with the governance, staffing, policy-setting, or programming of the HLB Fund. Nothing in this Agreement creates a relationship of supervision, control, or direction by HLB over the HLB Fund.
- 2.3. No Agency Relationship: The Parties agree that no agency, partnership, joint venture, or employment relationship is created by this Agreement.

### 3. Financial Contributions and Use of Funds

- 3.1. Grant Agreements: Any transfer of funds from the HLB Fund to the HLB shall be governed by separate written grant agreements, identifying the purpose of the funding, the scope of work, and reporting obligations.
- 3.2. Restricted vs. Unrestricted Funds: Funding may be provided as either restricted or unrestricted, subject to the terms outlined in the applicable grant agreement.
- 3.3. Use of Funds: The HLB Fund agrees to use any funds received under this Agreement in

compliance with applicable laws, nonprofit standards, and the purpose(s) identified in the grant agreement.

#### **4. Financial Oversight and Reporting**

4.1. Recordkeeping: The HLB Fund shall maintain proper books and records regarding funds received and given under this Agreement.

4.2. Reporting: HLB shall submit financial and programmatic reports to the HLB Fund as required by individual funding agreements, but not more frequently than quarterly unless otherwise agreed.

4.3. Audit Rights: Upon reasonable notice, HLB shall have the right to review relevant financial records related to any specific grant or fiscal contribution for compliance with agreed-upon purposes.

#### **5. Term and Termination**

5.1. Term: This Agreement shall become effective as of the date signed by both Parties and shall remain in effect unless terminated as provided herein.

5.2. Termination: Either Party may terminate this Agreement upon thirty (30) days' written notice. Termination shall not affect obligations for previously transferred funds or the completion of funded projects in progress.

#### **6. General Provisions**

6.1. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

6.2. Entire Agreement: This document, along with any associated grant agreements, constitutes the entire understanding between the Parties concerning the subject matter hereof.

6.3. Amendments: Any amendment or modification to this Agreement must be in writing and signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

HLB FUND

By: \_\_\_\_\_

Name:

Title:

Date:

HOUSTON LAND BANK

By: \_\_\_\_\_

Name:

Title:

Date:



## REQUEST FOR BOARD ACTION

Memorandum of Understanding: Houston Land Bank and Houston Chapter of the National Organization of Minority Architects (NOMA Houston)

**Meeting Date:** December 15, 2025

**Agenda Item VI b:** Consideration and Possible Action to Approve a Memorandum of Understanding with NOMA Houston

### ACTION SUMMARY

Approval of this item will authorize the President and CEO of HLB to execute an MOU with the Houston Chapter of the National Organization of Minority Architects, creating a formal partnership for design oversight, community-based planning, and AXP mentorship opportunities.

### BACKGROUND

Under this agreement, NOMA Houston will serve as the supervising architect required for HLB's application to operate as a recognized Community Based Design Center under the National Council of Architectural Registration Boards (NCARB).

The MOU establishes:

- A formal pathway for emerging architects to earn Architectural Experience Program (AXP) credit
- Participation of licensed NOMA architects as designated supervisors
- Support for community meetings, early stage design sessions, and conceptual planning

HLB will provide project materials, community outreach opportunities, and planning scope. NOMA will provide professional supervision, mentoring, and compliance verification.

### JUSTIFICATION

Executing this MOU will:

- Expand professional design capacity for HLB community engagement efforts
- Strengthen planning and visual translation at community meetings
- Add credibility and professional supervision to conceptual design activity
- Provide community-based architectural exposure and career development to emerging talent

This agreement supports strategic objectives around design quality, community education, and talent pipeline development in the built environment.

### RECOMMENDATION

Staff recommends approval to authorize execution of the MOU with NOMA Houston.

**Memorandum of Understanding:  
Between Houston Land Bank  
and  
The Houston Chapter of the National Organization of Minority Architects**

**Introduction**

This Memorandum of Understanding establishes a formal partnership between the Houston Land Bank and the Houston Chapter of the National Organization of Minority Architects. Both organizations share a commitment to strengthening community involvement in design and planning, supporting high-quality professional practice, and creating opportunities for emerging architects to participate in real-world projects. Through this agreement, NOMA Houston will serve as the supervising architect partner required for the Houston Land Bank's application to operate as a recognized Community-Based Design Center under the National Council of Architectural Registration Boards.

**Purpose**

The purpose of this partnership is to support community-focused planning and design activities led by the Houston Land Bank and to provide a structured framework that allows licensure candidates to earn Architectural Experience Program credit through volunteer service. NOMA Houston will provide licensed architects who oversee work performed by licensure candidates as required by NCARB guidelines.

**Objectives**

1. Strengthen collaboration in community meetings, planning discussions, and early stage design tasks.
2. Create opportunities for aspiring architects to gain experience in building design and planning activities.
3. Establish compliant supervisory relationships through licensed NOMA Houston architects serving as Designated AXP Supervisors.
4. Support community meetings, visioning exercises, and project workshops where design input is needed.
5. Document project outcomes for presentations, public communication, and professional development.

**Roles and Responsibilities**

Houston Land Bank will:

1. Provide volunteer opportunities related to planning, conceptual design, site studies, and public meeting support that qualify for AXP experience categories.
2. Share project information, background materials, environmental assessments, and data needed to perform planning or design work.
3. Coordinate community engagement schedules and provide NOMA Houston with opportunities to participate in public meetings and design conversations.

4. Offer early stage project scopes that can be used by licensure candidates under supervised conditions.
5. Maintain clear communication with NOMA Houston supervisors and ensure all volunteer work occurs in accordance with NCARB requirements.

NOMA Houston will:

1. Serve as the supervising architect partner for HLB's Community Based Design Center designation.
2. Provide one or more licensed architects who will act as Designated AXP Supervisors and maintain active supervisor status through My NCARB accounts.
3. Oversee, guide, and review volunteer design and planning work to ensure it aligns with the practice of architecture and AXP criteria.
4. Offer mentorship and opportunities for students and emerging professionals to participate in volunteer activities.
5. Support HLB public meetings, workshops, and community sessions when design guidance is needed.
6. Certify volunteer work completed under this partnership for AXP reporting.

### **Shared Commitments**

1. Ensure that all volunteer design and planning work aligns with NCARB's experience categories and supervision requirements.
2. Maintain professional standards, timely communication, and reliable coordination.
3. Support community participation in planning and design discussions.
4. Provide project documentation required for NCARB review.

### **Term and Review**

This Memorandum of Understanding remains in effect for two years from the date of execution. Either party may request revisions. Either party may withdraw with thirty days written notice. Renewal may be proposed at the end of the term.

### **Non-Financial Agreement**

This agreement does not create financial obligations or legal obligations for either organization. Any future projects involving funding will require separate agreements.

### **Signatures:**

Houston Land Bank

Name

Title

Date

Signature

Houston Chapter of the National Organization of Minority Architects

Name

Title

Date

Signature



## REQUEST FOR BOARD ACTION

Memorandum of Understanding: Houston Land Bank and Harris County Public Probate Administrator

**Meeting Date:** December 15, 2025

**Agenda Item VI c:** Consideration and Possible Action to Approve a Memorandum of Understanding with the Harris County Public Probate Administrator

### ACTION SUMMARY

Approval of this item will authorize the President and CEO of HLB to execute an MOU with the Harris County Public Probate Administrator (PPA) to create a coordinated referral, education, and service model supporting families navigating heir property, probate, title clearance, and property stabilization.

### BACKGROUND

The Public Probate Administrator provides legal case management for estates involving unknown heirs, unresolved probate matters, or properties at risk of disrepair or loss. HLB has developed a complementary initiative to support stabilization and temporary land banking for properties undergoing legal resolution.

The MOU provides for:

- Monthly Family Home Workshop events held across Harris County
- Cross referral systems and intake coordination
- Educational content, document preparation assistance, and court administration support
- Tracking of outcomes related to title clearance and land stabilization

This agreement formalizes existing partnership work while expanding service delivery and capacity to meet public demand.

### JUSTIFICATION

This partnership is necessary to:

- Address widespread heir property issues impacting generational wealth
- Reduce vacancy and blight caused by unresolved title matters
- Shift properties from legal uncertainty toward stabilized ownership or redevelopment
- Improve legal access and awareness among residents

The MOU is structured as non-financial and non-binding, ensuring independent authority while supporting aligned public outcomes.

RECOMMENDATION

Staff recommends approval to authorize execution of the MOU with the Harris County Public Probate Administrator.



## **HLB FUND and HARRIS COUNTY PUBLIC PROBATE ADMINISTRATOR FISCAL SPONSORSHIP AGREEMENT**

This Fiscal Sponsorship Agreement (“**Agreement**”) is made by and between HLB Fund (“**Fiscal Sponsor**”) with a principal place of business at 1214 Elgin Street Houston, Texas 77004 and The Harris County Public Probate Administrator, a public office operating under Chapter 455 of the Texas Estate Code, with offices located in Harris County, Texas (“**Sponsored Organization**”) with an effective date commencing at the full execution of this agreement (“**Effective Date**”). Fiscal Sponsor and Sponsored Organization are collectively referred to as the “**Parties**”. Except as otherwise stated in this Agreement or if terminated earlier, this Agreement is intended to be active during the period between the Sponsored Organization’s initial receipt of contributions from various funding sources such as private foundations, philanthropic organizations, and the like, excluding governmental funds. (“**Funding Organizations**”) and the Sponsored Organization’s designation as a 501(c)(3) organization or in accordance with the termination or renewal options contemplated in the Agreement.

### **I. Background**

1. Fiscal Sponsor is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. Fiscal Sponsor is dedicated to aligning business and social purpose and maintains a fiscal sponsorship program.
2. Sponsored Organization has proposed a fiscal sponsorship opportunity for the Project (defined below) to Fiscal Sponsor.
3. Fiscal Sponsor’s Board of Directors has determined that fiscal sponsorship of the Project furthers its charitable mission and, to that end, wishes to serve as fiscal sponsor of the Project.
4. This Agreement describes the terms of the fiscal sponsorship arrangement.

### **II. Fiscal Sponsor and Sponsored Organization Agree As Follows:**

1. The sponsored organization seeks fiscal sponsorship to provide unrestricted general operating funds to support the mission of the Sponsored Organization .
2. Fiscal Sponsor has determined that sponsorship would be consistent with its goals, and wishes to make arrangements with the Sponsored Organization for the implementation and operation of the organization.
3. Fiscal Sponsor hereby agrees to serve as fiscal agent and assume the duties of administrative and programmatic assistance, providing financial management, and legal responsibility for purposes of the requirements of Funding Organization. Fiscal Sponsor also agrees to receive grants, contributions, and gifts, and to make those funds available to the organization.
4. Sponsored Organization agrees to implement and operate in accordance with the terms of this Agreement and with any requirements imposed by Funding Organization (defined below).
5. Except for disbursements, Fiscal Sponsor has no obligation to provide any financial support to Sponsored Organization in any form, including, without limitation, making loans or additional grants, advancing cash, or covering direct expenses.
6. The Sponsored Organization shall be operated in a manner consistent with Fiscal Sponsor's tax-exempt status and as described in this Agreement. Any material changes in the purposes or

activities of the organization shall be made only with prior, written permission of Fiscal Sponsor and in accordance with any requirements imposed by Funding Organization. Sponsored Organization shall not carry on activities or use funds in any way that jeopardizes Fiscal Sponsor's tax-exempt status.

### **III. Term/Renewal**

1. The initial term of this Agreement commences as of the Effective Date subject to any Renewal Term (defined below), unless otherwise terminated as provided herein.
2. Following the Initial Term, Sponsored Organization may propose the renewal of this Agreement for up to three successive one-year periods (each, a “**Renewal Term**”) if: (a) Sponsored Organization notifies Fiscal Sponsor in writing of Sponsored Organization’s desire to renew at least 30 days prior to the expiration of the current term; and (b) Fiscal Sponsor approves the Renewal Term. If the Fiscal Sponsor decides not to approve, the Fiscal Sponsor will notify the Sponsored Organization prior to the expiration of the current term.

### **IV. The Fund**

1. On behalf of the Sponsored Organization, the Fiscal Sponsor will establish and operate for the use of the Organization a designated account (the "Fund") segregated on the Fiscal Sponsor's books. All amounts deposited into the Fund will be used in its support, less administrative charges, if any, and subject to the conditions set forth below.
2. The Sponsored Organization shall notify the Funding Organization of the fiscal sponsorship and request that funding payments be made directly to the Fiscal Sponsor.

### **V. Funds Disbursement**

1. Fiscal Sponsor will disburse money from the Fund to Sponsored Organization within thirty-days or when funds clear the depositing financial institution. To receive a disbursement, the Sponsored Organization may request funds in advance through the submission of an invoice due upon receipt.

### **VI. Grant Distribution**

Grant funds will be distributed in the same manner as other fund disbursements.

Sponsored Organization designates **Brandon Cofield** to act as an authorizing official. The authorizing official shall serve as the principal coordinator of the Project's daily business with the Fiscal Sponsor and shall have the authority to sign disbursement requests. Any other Sponsored Organization authorizing officials must have decision-making authority for the Project and must be approved in advance by Fiscal Sponsor.

### **VII. Fundraising**

1. The Sponsored Organization will be responsible for all fundraising and grant-writing efforts on behalf of the Organization. For the purposes of this Agreement, the Sponsored Organization may solicit monetary or in-kind gifts, contributions, and grants .
2. Sponsored Organization may solicit gifts, contributions, and grants, earmarked for the purposes of their organization. . The cost of any reports or other compliance measures required by such funding sources shall be borne by Sponsored Organization. Fiscal Sponsor shall be responsible for the processing, acknowledgment, and deposit of all monies received.
3. Sponsored Organization retains full discretion and control over the selection process, acting completely independently of Fiscal Sponsor. There is no agreement, written or oral, by which the Fiscal Sponsor may cause the Sponsored Organization to choose any particular grantor.
4. Sponsored Organization shall not permit the Project to, attempt to influence legislation or participate or intervene in any political campaign on behalf of (or in opposition to) any candidate

for public office or otherwise engage in the carrying on of propaganda (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986).

### **VIII. Reporting and Records Maintenance**

1. Sponsored Organization will provide all information, including audit requirements of fund awards, and prepare all reports, including interim and final reports, required by funding organizations, with Fiscal Sponsor's final approval.
2. Fiscal Sponsor and Sponsored Organization will maintain all financial records relating to the Organization according to generally accepted accounting principles, retain records as long as required by law, and make records available to auditors as required by law.
3. . All deposits shall be treated as gifts/non-gifts as appropriate and disbursements/payments made to or on behalf of Sponsored Organization must be to accomplish the purposes of the Organization. The sponsored Organization will provide the Fiscal Sponsor with proper documentation to accomplish this, including furnishing the Fiscal Sponsor with the Sponsored Organization's Federal Employer Identification Number.

### **VIX. Financial Reporting and Audit Requirements**

1. Annual Financial Audit: The Sponsee agrees to conduct an independent financial audit on an annual basis, performed by a certified public accountant (CPA) in accordance with generally accepted auditing standard (GAAS).
2. Audit Submission Deadline: The Sponsee must submit a complete audit report to the Sponsor no later than 90 days after the end of the Sponsee's fiscal year.
3. Audit Scope and Compliance: The audit must cover all financial activities conducted under the fiscal sponsorship and ensure compliance with applicable federal, state, and local regulations, as well as any grant or funding requirements.
4. Failure to Submit Audit: If the Sponsee fails to provide the required audit report within the specified timeframe, the Sponsor reserves the right to :
  - a. Withhold disbursement of funds until compliance is met
  - b. Conduct an internal review of request additional documentation
  - c. Terminate the fiscal sponsorship agreement if non-compliance persists.
5. Record Retention and Access: The Sponsee shall maintain all financial records, receipts, and supporting documentation for a minimum of five (5) years and provide reasonable access to these records upon request by the Sponsor for review or audit purposes.

### **X. Fees**

1. In consideration of Fiscal Sponsor's agreement to sponsor the Organization , and to cover Fiscal Sponsor's expenses in connection with the agreement, Sponsored Organization will pay Fiscal Sponsor five percent (5%) of the total amount of funds distributed. Any additional services outside of this agreement that need to be completed by the Fiscal Sponsor, at the behest of the Sponsored Organization, will be billed at ten percent (10 %) of the total amount of funds distributed. This fee shall be charged and deducted by the Fiscal Sponsor from each distribution of funds to the Sponsored Organization.
2. No administrative fees will be deducted from in-kind contributions to the Organization.

### **XI. Termination of Agreement**

1. This Agreement will be subject to review six months from the Effective Date, and will terminate if any of the following events occur:

- a. Fiscal Sponsor requests Sponsored Organization to cease activities that Fiscal Sponsor deems might jeopardize Fiscal Sponsor's tax-exempt status and Sponsored Organization fails to comply within a period of ten (10) days;
  - b. Sponsored Organization fails to perform or observe any other covenant of this Agreement, and this failure remains unremedied fifteen (15) days after notice in writing;
  - c. Upon expiration of four weeks after either Sponsored Organization or Fiscal Sponsor has given written notice of its intent to terminate the Agreement.
  - d. Sponsored Organization obtains 501(c)(3) status pursuant to a determination letter from the Internal Revenue Service. Sponsored Organization will promptly notify Fiscal Sponsor upon its obtaining 501(c)(3) status.
2. In the event this Agreement is terminated, Fiscal Sponsor and Sponsored Organization will comply with any termination conditions imposed by Funding Organization.

## **XII. General Provisions**

1. Nothing in this Agreement shall constitute a designation of Sponsored Organization as an agent or legal representative of Fiscal Sponsor. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and Sponsored Organization shall make no such representation to anyone.
2. Fiscal Sponsor may use excerpts of Sponsored Organization's work in digital and print communications and promotional materials with appropriate attribution. Fiscal Sponsor may also use Sponsored Organization's name, likeness, image, voice, and biography in its digital and print communications, including identifying Sponsored Organization as a participant in Fiscal Sponsor's fiscal sponsorship program, upon final approval by Sponsored Organization, which shall not be unreasonably withheld.
3. In working together on the Project, Fiscal Sponsor and Sponsored Organization may share "confidential information" with one another, including, without limitation, information about financial, funding, and other matters. Fiscal Sponsor and Sponsored Organization will each use the other party's confidential information only in connection with activities under this Agreement and will keep this information confidential. Confidential information does not include information that is subject to customary exceptions under a non-disclosure agreement, such as information generally available to the public, information already known by the receiving party before entering into this Agreement, or information independently developed. All confidential information furnished under this Agreement is and will remain the property of the furnishing party.
4. If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

## **XIII. Entire Agreement**

1. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject

matter hereof. This Agreement may not be amended or modified, except in writing signed by both parties hereto.

**XIV. Dispute Resolution**

1. In the event of any controversy, claim, or dispute between the parties arising out of or related to this Agreement, or the alleged breach thereof, the prevailing party shall, in addition to any other relief, be entitled to seek recovery of its reasonable attorneys' fees and costs. Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision.
2. This Agreement shall be interpreted and construed in accordance with the laws of the State of Texas applicable to contracts to be performed entirely within such State. The failure of Fiscal Sponsor to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights.

**Accepted for Fiscal Sponsor:**

Signature:

HLB Fund

Name: Christa Stoneham

Title: President & CEO

Date:

**Accepted for Sponsored Organization:**

Signature:

Harris County Public Probate Administrator

By its:

Name:

Date:



## REQUEST FOR BOARD ACTION

**Meeting Date: December 15, 2025**

**Agenda Item VI d :** Consideration and Possible Action to Approve the 2025-2027 Houston Land Bank Recommended Builders. Approval of this action item would officially induct these builders into the standing Houston Land Bank Approved Builder List, allowing them to purchase lots for the construction of affordable homes through the Houston Land Bank.

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### **ACTION SUMMARY**

Approval of this item will accept the READ Committee’s recommended selection of the 2025-2027 Approved Builders. Approval of this item will officially induct each of these builders into the Houston Land Bank Approved Builders List which will allow them to apply to purchase lots for construction of affordable homes through the HLB Traditional Homebuyers Program.

### **BACKGROUND/OVERVIEW**

HLB issued its Request for Qualifications (RFQ) for new builders and developers on October 10, 2025, and closed the solicitation on November 7, 2025. From this 2025–2027 RFQ which invited applications from new builders as well as current builders renewing their 2023 approvals, HLB received thirteen submissions. One submission was late and therefore not considered. Of the twelve eligible submissions, eight were from new applicants and four were from current HLB Approved Builders seeking to renew their status (required every two years) or to apply for additional builder categories.

HLB staff reviewed all Statements of Qualifications and recommend approving seven of the twelve builders who scored high enough during the evaluation process, which was conducted by three HLB staff members. The proposed list of recommended builders (Appendix A) has been submitted to the Executive Committee for review, with staff recommending these builders for participation in the HLB Traditional Homebuyer Program through the end of 2027.

If the HLB Board approves the above-mentioned builders, the approved builders will be eligible to apply to purchase lots for the construction of affordable homes and projects through the Houston Land Bank.

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

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

Name of Builder/Applicant	RESPONSIVENESS OF SUBMITTAL (PASS/FAIL) All components submitted? Cover Letter, Statement of Qualifications, Recent Experience, References, Service Approach, Financials, Insurance/Bonding, Proforma	Builder Category Applied For	Average Total
East Street Construction	Pass	Rehab Builder	100.00
Europa Homes Construction/Valair Properties and Development LLC	Pass	Established Builders	100.00
Houston Habitat For Humanity	Pass	Established Builders	100.00
JWTC James W Turner Construction, Ltd	Pass	Master Community Builders	96.67
KA Harrell Enterprises of Houston LLC (KAHC)	Pass	Startup Builders	85.00
New Community Construction LLC	Pass	Startup Builders	75.00
New Community Construction LLC	Pass	Rehab Builder	91.67
Park Street Homes	Pass	Master Community Builders	100.00