



BOARD OF DIRECTORS REGULAR MEETING

January 11, 2024*

***Rescheduled to January 17, 2024 due to lack of Quorum**

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BOARD OF DIRECTORS REGULAR MEETING
AGENDA

Thursday, January 11, 2023 – Noon Central Time*

Rescheduled to January 17, 2023 – Noon Central Time

Park One on the Bayou

2500 E TC Jester Blvd, Houston, Texas 77008

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 the Park One on the Bayou 2500 E TC Jester Drive, Houston, Texas 77008. The Board Chair, as presiding officer of the Board, will be physically present; Board members will also be physically present.

Please contact info@houstonlandbank.org or call us at 281-655-4600 with any questions.

I. ~~AGENDA~~ Order and Roll Call

II. Public Speakers & Registered Attendees

Speakers must be registered by 5 p.m. on Tuesday, January 16, 2024. To register, please use the online form at www.houstonlandbank.org/resources, e-mail info@houstonlandbank.org or call 281-655-4600. The Chair will call on speakers and allow three minutes per speaker.

III. Consideration and Adoption of Meeting Minutes

a. December 14, 2023 Board Meeting

IV. Chairman's Greeting: Matt Zeis

V. Committee Reports:

a. Executive Committee: Matt Zeis, Chair

b. Finance Committee: Laurie Vignaud, Chair

c. Partnership and Program Development: Commissioner Janae Ladet, Chair

d. Real Estate Acquisition and Disposition: Victor Mondragón, Chair

e. Procurement and Oversight: Jesus DeAnda, Chair

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

VII. Board Action Items

a. Consideration and Possible Action to Authorize the CEO/President to Execute a not-to-exceed total budget of \$498,031 for engaging Community Lattice (CL) for environmental justice support in the Houston Land Bank (HLB) Programming.

b. Consideration and Possible Action to Authorize the CEO/President to Execute A Memorandum of Understanding (MOU) between the Houston Land Bank and The

Houston Community Land Trust for the use of procured architectural services for the joint missions of both HLB and the HCLT.

- c. Consideration and Possible Action to Authorize and approve the updated FY2024 HLB Budget.
- d. Consideration and Possible Action to approve the authorization of HLB for the engagement of Phase Two environmental assessment services for properties located in Kashmere Gardens/Fifth Ward Sites.
- e. Consideration and Possible Action to Authorize the CEO/President to Execute an Insurance policy not to exceed \$150,000 for the former Velasco Incinerator Site.
- f. Consideration and Possible Action to Grant Authorization to the Chairman of HLB for the negotiation of the Employment Package for the Chief Executive Officer of the Houston Land Bank.

VIII. Executive Session

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

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

IX. Board Member Comments

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X. Adjournment

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

December 14, 2023

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 50 Waugh Drive, Houston, Texas, on Thursday, December 14, 2023 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	Danielle Keys Bess
David Collins	Dwantrina Russell
Tonzaino Bailey	Janae Ladet
Matt Zeis	

Board directors absent were: Jesus DeAnda, Antoinette Jackson, Victor A. Mondragón, Marilyn Muguerza, Chrishelle Palay and Laurie Vignaud. Others in attendance included: Christa Stoneham, Chief Executive Officer/President of the HLB; LaTosha Okoiron, In-House Legal Counsel and Compliance Director for the HLB; Isai Mendez, Finance Director for the HLB; Mark Glanowski (Paralegal) of Winstead PC, outside legal counsel for the HLB; Lindsey Williams, Director of Community Development for the HLB; Donesha Albrow, Operations Manager for the HLB; Gracie Saenz, outside legal counsel for the HLB; Charles Keys, Asset and Disposition Manager for the HLB; LeKendra Drayton, Administrative Assistant for the HLB; and Gwen Bell, Advisory Board member.

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 present for this meeting.

II. Public Speakers

Nothing to report.

III. Consideration and Adoption of Meeting Minutes

a. October 12, 2023 Board Meeting

Chairman Zeis then announced that the minutes for the October 12, 2023 regular meeting of the Board were previously circulated for review and comment. He asked if there were any

comments and/or changes for discussion to such minutes. Hearing none he asked for a motion on the minutes.

Director Morales then made a motion to approve the minutes of the Board meeting held on October 12, 2023, as written, which motion was duly seconded by Director Bailey and passed with the unanimous vote of the Board.

IV. Chairman's Greeting: Matt Zeis

Chairman Zeis wished everyone a Merry Christmas/Happy Hanukkah/Happy Kwansaa/Happy Holidays. He then reported that 2023 was a productive year for the HLB and noted that new projects, which are not the typical course of operations, are on the horizon for 2024-2025 such as creating a statewide land bank network. He noted that the HLB is the largest land bank across the country by statute which focuses on affordable housing unlike other land banks which demolish dilapidated buildings and then sell the land to commercial real estate developers.

He also mentioned that during the recent land bank conference he discussed land bank start-up operations with Tyron Wilson who is the Interim Manager of the Dallas Land Bank. Mr. Wilson wished to visit the daily operations of the HLB in order to expand the reach and impact of the Dallas Land Bank.

V. Committee Reports:

a. Executive Committee: Matt Zeis, Chair

Chairman Zeis reported that the Executive Committee met last week to discuss the City of Houston Voluntary Relocation Program for residents in the Fifth Ward who wish to relocate from the contaminated site. He noted that HLB's role in this program will be that of a facilitator and working with the Family Services of Greater Houston coalition to assist any residents who want to relocate out of the contaminated area. However, this item was tagged by the Houston City Council at its meeting earlier this week, but was placed on the City Council's agenda for next week's meeting. This new program will be a coalition between the City of Houston and Harris County. He then mentioned that the Executive Committee also reviewed the HLB budget.

b. Finance Committee: Laurie Vignaud, Chair

Mr. Mendez reported that the Finance Committee meet on November 28, 2023 to discuss the HLB financial statement dated as of October 31, 2023, the invoice payments, and updates on various projects.

c. Partnership and Program Development Committee: Janae Ladet, Chair

Ms. Stoneham reported that the Partnership and Program Committee meet to discuss the proposed City of Houston Fifth Ward Voluntary Relocation Program, and the Black Women's Developer Program. The Committee then discussed the upcoming Disrupt Development Summit scheduled for January 19, 2024 which will be a mini-conference to discuss innovation and financing and will include guest keynote speakers. She also mentioned that the agreement with

Community Land Trust to provide funds for the HLB Small Parcels program will be executed in January 2024.

d. Real Estate Acquisition and Disposition Committee: Victor Mondragón, Chair

Ms. Stoneham reported that the READ Committee met last week to discuss the sales price increase request submitted by L.I.Z. Enterprises with regard to four houses on Sparta Street in the Settegast neighborhood. The READ Committee then discussed the City's proposed Fifth Ward Voluntary Relocation Program and overall strategies for certain HLB lots which could be utilized for this program. She mentioned that the READ Committee also discussed replatting of HLB's larger tracts and noted that the HLB has posted a procurement for replat specialists in order for replats to be bundled to offset development costs.

e. Procurement and Oversight Committee: Jesus DeAnda, Chair

Chairman Zeis reported that the Procurement and Oversight Committee did not meet this month.

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

Ms. Stoneham thanked everyone on the HLB team for their hard work during 2023 which produced additional growth and expansion. Ms. Stoneham then noted that Don Hughes has transitioned out of the HLB and that Donesha Albrow was promoted to handle the duties of the Program Manager. Also, Lakendra Drayton was recently employed to be the administrative assistant and also manage the lot database for the HLB. She then reported that Jen Allison is currently on a leave of absence until February 1, 2024. Ms. Stoneham also reviewed budget matters including funds received from other non-profits. She then mentioned that the HLB is being recognized with an award for its contributions to brownfields sites in the City of Houston, including piloting the environmental finding tool called "Hidden Gems".

She then mentioned that the next Juice & Justice meeting will be held tonight to update the attendees on the environmental successes achieved during 2023, and to discuss strategies for more environmental justice in 2024.

Ms. Stoneham then presented her draft of the HLB Annual Report to the Board however, she is still working with each team to accumulate additional data before it can be released to the public and governmental entities. This report will discuss the direction of the HLB and will be organized by each department in order to highlight the work of each department. She noted that the HLB has been moving quickly on new developments with the City of Houston and Harris County.

Lastly, Ms. Stoneham noted that with the recent election of a new Houston mayor and six new city council members it will be necessary to continuously advise the new administration of the work the HLB does.

VII. Board Action Items

a. **Consideration and Possible Action to Authorize the CEO/President to Execute the Final Purchase Contract for the Land Acquisition of private owners in Trinity/Houston Gardens.**

Chairman Zeis asked if it is necessary to enter into Executive Session to discuss this Agenda item. Ms. Okoiron confirmed that it is necessary to discuss this matter in an Executive Session. Director Bess then made a motion for the meeting to enter into Executive Session to discuss this matter, which motion was then duly seconded by Director Bailey and passed with the unanimous vote of the Board. The Board then meet in Executive Session to discuss this real estate matter beginning at 12:25 pm and ending at 12:45pm.

Approval of this matter by the Board will authorize the CEO/President of the HLB to execute the final contract to purchase the subject land in the Trinity/Houston Gardens neighborhood. The purpose of acquiring larger tracts of land is to replat or subdivide them as necessary to maintain affordability in the HLB neighborhoods experiencing significant increases in the per-square-foot cost for residential lots. The purchase of this land aligns with HLB's mission to address the need for affordable housing while addressing the increasing residential land costs.

By acquiring larger tracts of land and implementing replating and/or subdivision strategies, HLB can maximize the number of affordable houses while simultaneously contributing to the mission of preservation of affordable housing and to prevent the displacement of low-income residents.

Director Bess made a motion to approve the CEO/President of the HLB to execute the final purchase contract for the acquisition of the subject land in the Trinity/Houston Gardens neighborhood, and conduct the recommended air quality testing post-closing, which motion was duly seconded by Director Bailey and approved with the majority vote of the Board. Director Collins abstained from voting on this motion.

b. **Consideration and Possible Action for Houston Land Bank to Accept \$800,000.00 under the Pre-Development Agreement with the City of Houston for the Velasco Incinerator Site environmental remediation and redevelopment project.**

Ms. Stoneham announced that the subject \$800,000.00 funding allocation will initiate various pre-development activities, ensuring a successful transformation of the Velasco Incinerator site located along Buffalo Bayou in downtown Houston. The pre-development funds are a critical step toward, ensuring compliance with environmental regulations, and fostering positive community impact.

As previously discussed, the Velasco Incinerator Site has long been a symbol of environmental degradation and neglect in Houston for more than 50 years. The Board previously approved a five-year agreement for remediation of the site with the City of Houston, and the submittal of an EPA clean-up grant for this project.

The HLB was granted a period of five years to actively pursue grant funding for the cleanup and remediation of the Velasco Incinerator Site. This timeline reflects HLB's commitment to responsible land stewardship, environmental sustainability, and due diligence in securing the necessary resources for this remediation project. The City of Houston, in turn, will shoulder the crucial responsibilities of maintaining and insuring the site throughout this remediation period.

The requested funding will be directed towards the following key areas:

- **Grant Writing:** Securing necessary funding from the U.S. EPA for the project, enhancing our ability to pursue additional financial support.
- **Site Clearing for Safety and Access:** Specialized site clearing is essential for safety, environmental assessments, and deterring unauthorized access and illegal dumping.
- **Regulatory Compliance:** Ensuring the project meets regulatory requirements, enabling the Houston Land Bank to retain property ownership and manage the cleanup process.
- **Environmental Insurance:** Funding for an insurance policy to safeguard against unforeseen costs related to environmental remediation.
- **Administrative Costs:** Covering indirect and administrative costs of staff dedicated to the Velasco Incinerator project and necessary consultants for one year.

Director Collins asked if this site would become a park. Ms. Stoneham noted that this land would become a community amenity such as green space. She reminded the Board that no permanent structures will be allowed on this site after completion of the remediation. Chairman Zeis noted that more funding would be necessary for development of a park.

Director Morales made a motion for HLB to accept \$800,000.00 under the Pre-Development Agreement with the City of Houston for the Velasco Incinerator Site environmental remediation and redevelopment project, which motion was duly seconded by Director Russell and passed with the unanimous vote of the Board.

10.c. Consideration and Possible Action to Authorize the Houston Land Bank to accept and approve the Interlocal Agreement with the City of Houston for the Fifth Ward Relocation Program.

Ms. Stoneham informed the Board that the City of Houston established the Fifth Ward Voluntary Relocation Fund to support the voluntary relocation of residents within an area contaminated with a creosote plume. The City of Houston has allocated \$5,000,000.00 to facilitate the relocation of both homeowners and tenants from the contaminated cluster area. The HLB was selected as a non-profit partner and will be the Master Developer under the Fifth Ward Voluntary Relocation Program, particularly for homeowners opting to purchase a HLB lot. The City of Houston will purchase the existing house of the resident being relocated. The residents will have a choice of available lots in the current HLB lot inventory, or the purchase of a house in the Land Trust Program, wherein the resident only owns the house. The HLB may receive up to \$2,000,000.00 from the City of Houston for use in assisting with the relocation of residents to new houses. This amount will allow for the relocation of approximately six residents based on

\$250,000.00 for hard construction costs for a new house and \$50,000.00 for soft costs to close the transaction. Director Russell expressed concern that this amount will only relocate approximately six residents. Ms. Stoneham noted that so far seven residents have expressed an interest in relocating. Director Collins asked what happens to the land once the residents are relocated. Ms. Stoneham responded that the City of Houston will purchase their existing house at the closing. The City of Houston will also offer wrap around services for residents who decide to relocate out of the cluster area.

The HLB will work alongside the City of Houston and Family Services of Greater Houston to provide newly constructed houses to homeowners choosing to utilize the Fifth Ward Voluntary Relocation Program. This collaboration aims to support relocating homeowners within the Fifth Ward community facing environmental and health impacts due to their current location to obtain a newly constructed house on an HLB lot comparable in size and appraised value to their current house. Under the Voluntary Relocation Program, the HLB will:

- Act as the master developer to facilitate and oversee the land selection, Land Bank Home design, and entire construction process of Land Bank Homes for Relocating Homeowners within the identified relocation zone.
- Leverage existing HLB land holdings to provide opportunities for new home construction, allowing Relocating Homeowners the opportunity to remain connected to their existing communities.
- Work with the City and the City's retained case manager to support the goals and objectives of the Program, including the provision of all relative information, reports, and site access as stated in the agreement.
- Facilitate necessary assistance, resources, and support to HLB contractors in the construction of Land Bank Homes on HLB lots deemed environmentally clear, comparable to Prior Home size and appraised value to achieve a smooth transition process for the Relocating Homeowner.

Director Morales asked if the houses in this cluster area can be redeveloped after the relocation of the residents. Ms. Okoiron responded that there is no agreement for the cleanup of the land once transferred to the City of Houston. The HLB will not be responsible for the existing houses after the residents are relocated. Ms. Bell stated that the land will only be used for green space in Target Area One which is comprised of 30 houses. The next mayor will need to provide additional investment funds to cover Target Area Two and Target Area Three.

Ms. Stoneham mentioned that these residents will also have the land lease option to purchase one of the houses under the Land Trust program. Under this program the homeowner only pays taxes on the house structure. Ms. Bell asked when the Interlocal Agreement will be approved by City Council. Ms. Stoneham stated that the contracts with the Land Trust and with Family Services have already been approved by City Council, therefore the Interlocal Agreement is the only remaining agreement for the City to approve.

Director Bess made a motion to table this Agenda matter, which motion was duly seconded by Director Morales. Chairman Zeis then confirmed with Director Morales that she was agreeing to second a motion to table this matter. Director Morales responded that she was not in agreement to table this matter. Director Bess then announced that she was withdrawing her motion to table

this Agenda item. Director Morales then withdrew her second of the motion to table this Agenda item.

Director Bess then made a motion to authorize the HLB to accept and approve the Interlocal Agreement with the City of Houston for the Fifth Ward Voluntary Relocation Program, subject to approval by Houston City Council, which motion was duly seconded by Director Morales and passed with the majority vote of the Board. Director Collins and Director Ladet abstained from voting on this motion.

10.d. Consideration and Possible Action to Authorize the Houston Land Bank to approve the HLB Builder, L.I.Z. Enterprise's Sales Price Increase Request from the original price of \$180,000.00 to \$190,000.00.

Chairman Zeis announced that approval of this item will authorize staff to amend existing contracts to reflect the requested increases in the sales prices with regard to four houses constructed by L.I.Z Enterprises. The application for the sales price increases submitted by L.I.Z Enterprises has been reviewed, analyzed, and recommended by both the READ and Executive Committees.

Due to continued construction material and labor inflation in Houston, L.I.Z Enterprises, a HLB approved builder, requested sales price increases for houses constructed at 7934 Sparta, 7938 Sparta, 7942 Sparta, and 7946 Sparta in the Settegast neighborhood. These lots were sold to L.I.Z Enterprises on February 2, 2022 for \$6,500.00 each, with a maximum sales price of \$180,000.00. L.I.Z Enterprises, initially submitted a price increase in the amount of \$200,000.00 which was denied by the READ Committee as this increased sales price was out of alignment with the maximum sales price for this neighborhood. Also, the READ Committee requested an update on the construction status of the four houses to reconsider the sales price increase. After HLB staff performed a site visit to confirm the construction status and preform a quality check, the sales price increase was resubmitted for reconsideration. The READ Committee then considered this subsequent request and approved a sales price increase in the amount of \$190,000.00 per house which then aligned with the maximum sales price for this neighborhood. Ms. Okoiron noted that two of the houses have been completed and the other two will be finished in January.

Director Ladet made a motion to authorize the CEO/President of the Houston Land Bank to approve the sales price increase request submitted by L.I.Z Enterprises, which motion was duly seconded by Director Morales and passed with the majority vote of the Board. Director Collins voted against approval of this motion.

10.e. Consideration and Possible Action to execute a change order of \$31,276.52 for Community Lattice for EPA Brownfield Program.

Ms. Stoneham noted that Community Lattice continues to assist the HLB with its Brownfields sites and community outreach. The current contract includes a not to exceed the amount of \$147,724.60 however, additional testing was required and the scope expanded after Board approval of the contract. She stated that with HLB Board approval, the subject contract will be increased by \$31,276.52 to pay for work that has been completed as a result of the expanded scope and testing. She noted that the additional work preformed included \$9,000.00 for extending an HLB staff person, employing a photographer, updating the website, and labor costs.

Houston Land Bank

Balance Sheet

As of November 30, 2023

	Total
ASSETS	
Current Assets	
Bank Accounts	
10100 Chase - Operating 8465	973,768
10200 UNB - Operating MM 4992	164,597
10300 Chase - Lot Acquisition MM 7058	485,106
10400 Chase - Unrestricted MM 7066	2,894,227
10500 Chase - Unrestricted Reserve 5577	18,277
10600 Susser Bank - MM 7878	250,514
10700 Susser Bank - Savings Sweep 78781	57,151
1072 Bill.com Money Out Clearing	291
10800 Petty Cash	13
Total Bank Accounts	\$ 4,843,944
Accounts Receivable	
12100 Accts Receivable	625,073
12200 AR Due from HLB Fund	570
Total Accounts Receivable	\$ 625,643
Other Current Assets	
Prepaid Expenses	
14100 Prepaid Acquisition Costs	5,500
14200 Prepaid Insurance	15,232
14300 Prepaid Rent	3,689
14400 Prepaid Security Deposit	4,689
14500 Prepaid Subscription Services	6,245
Total Prepaid Expenses	\$ 35,354
Total Other Current Assets	\$ 35,354
Total Current Assets	\$ 5,504,941
Fixed Assets	
15100 Equipment	15,785
15900 Accum. Depreciation	-11,314
Total Fixed Assets	\$ 4,471
Other Assets	
16100 Earnest Fee	129,100
16200 Lease Asset	67,042
Total 17100 Investments Held For Sale	9,694,227
Total Other Assets	\$ 9,890,369
TOTAL ASSETS	\$ 15,399,781

LIABILITIES AND EQUITY**Liabilities****Current Liabilities****Accounts Payable**

20100 Accounts Payable 44,953

Total Accounts Payable \$ 44,953

Other Current Liabilities

21100 Liabilities Due to HCDD 480,844

21300 Payroll Liability 0

21301 Retirement Liability 768

21400 Liabilities Due to HLB Fund 0

21600 Lease Liability - Current 44,171

Total Other Current Liabilities \$ 525,783

Total Current Liabilities \$ 570,735

Long-Term Liabilities

22600 Lease Liability - Noncurrent 22,871

Total Long-Term Liabilities \$ 22,871

Total Liabilities \$ 593,606

Equity

30100 Unrestrict (retained earnings) 14,565,343

Net Income 240,832

Total Equity \$ 14,806,175

TOTAL LIABILITIES AND EQUITY \$ 15,399,781

Houston Land Bank
Profit and Loss
July - November, 2023

	Total
Income	
40100 Acquisition and Development Agreement	294,805
40200 Administrative Fees	26,250
40300 HLB Program Revenue	
40400 Operations Agreement	747,212
40500 Outside Sources Contributions	288,363
Total Income	\$ 1,356,631
Gross Profit	\$ 1,356,631
Expenses	
60100 Salaries and Fringe	406,970
60200 Legal Fees	54,481
60300 Professional Services	367,882
60400 Property Cost - Lot Maintenance	145,221
60500 Software and Subscriptions	17,756
60600 Rent Expense	20,503
60700 Advertising and Marketing	
60800 Bank Fees	6,072
60900 Conference and Meetings	1,445
61000 Depreciation Expense	1,241
61100 Filing Fees	
61200 Insurance	16,266
61300 Membership and Dues	500
61400 Office Expense	4,286
61500 Phone and Internet	3,020
61600 Training and Development	580
61700 Travel Expense	11,053
62100 Acquisition Costs - HLB Traditional	
62200 Property Cost Disposition - HLB Traditional	36,351
63100 Acquisition Cost - NHDP	
63200 Property Cost Disposition - NHDP	51,226
Total Expenses	\$ 1,144,851
Net Operating Income	\$ 211,779
Other Income	
70100 Interest Income	29,053
Total Other Income	\$ 29,053
Net Other Income	\$ 29,053
Net Income	\$ 240,832



REQUEST FOR BOARD ACTION – Approval for CEO and President to Execute a not-to-exceed total budget of \$498,031 for engaging Community Lattice (CL) for environmental justice support in the Houston Land Bank’s (HLB) Programming

Meeting Date: January 11, 2024

Agenda Item VII a: Consideration and Possible Action to Authorize the CEO/President to Execute a not-to-exceed total budget of \$498,031 for engaging Community Lattice (CL) for environmental justice support in the Houston Land Bank’s (HLB) programming.

ACTION SUMMARY

HLB seeks to execute a proposal for environmental justice support from Community Lattice in an amount not to exceed the total budget of \$498,031. The work covered under the proposal would further HLB’s mission and values of supporting and facilitating environmental justice. Community Lattices’ specific expertise, familiarity with environmental justice aspects, and technical knowledge make them the most qualified partner to carry out this mission.

BACKGROUND/OVERVIEW

Over the past two years, Community Lattice has been a key partner in executing HLB’s FY21 EPA Brownfields Assessment Grant. Their on-call environmental consulting services have been instrumental in positioning HLB as a national leader in environmental justice. Below are key highlights of CL’s contributions:

CL has played a pivotal role in establishing HLB’s Brownfields Program as a national exemplar in environmental justice. Through collaborative efforts with HLB staff, they have activated the organization’s capabilities to address legacy environmental pollution while concurrently transforming brownfields into valuable community assets. Community Lattice has effectively managed the drawdown of over 70% of the FY21 EPA Brownfields Assessment Grant. Their expertise extends to securing additional funding, as evidenced by the successful application for another \$500,000 EPA Brownfields Assessment Grant and a \$5 million EPA Cleanup Grant. CL's efforts have gone beyond the monetary value, leveraging over \$40,400 in in-kind services. Their adept maneuvering has also secured EPA technical assistance for the Former Yellow Cab project, with an estimated value of \$30,000.

Project budgets are estimates only to establish not-to-exceed budget authorizations.

- **Project 1: HLB Brownfields Program and EPA Assessment Grant Closeout \$48,031 Total**
HLB has a \$151,833.58 grant balance and funding has been committed for the completion of the community engagement task, Phase IIs for HLB’s Kashmere Garden’s portfolio, Phase II activities for O Navigation, and the Settegast infrastructure evaluation project, totaling about \$104,000. The following proposed tasks will draw down 100% of the remaining balance of EPA Brownfields grant:

- *Task 1.1: Program & Project Management Est. \$10,000*
- *Task 1.2: O Navigation Blvd Phase II Report Est. \$5,250*

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- *Task 1.3: O N. Charles Phase II Est. \$32,781*

Project 2: Project Velasco Pre-Development & Site Assessment \$400,000 Total

Based on HLB's VCP agreement with the TCEQ, an Affected Property Assessment Report (APAR) is due to the agency by June 14, 2024. Critically, HLB must meet this June 14, 2024, deadline in order to receive an EPA Cleanup award of \$5 million. CL recommends subcontracting SKA to complete the required subsurface investigation effort on the Velasco Incinerator. SKA has been working closely with CL and the City of Houston's (City's) Brownfields Redevelopment Program for the past two years to develop a strategy for assessing and remediating the former Velasco Incinerator

- *Task 2.1: Project Management & Quality Control Est. \$30,000*
- *Task 2.2: Subsurface Investigation by SKA Est. \$370,000*

Project 3: Community Engagement and Empowerment \$50,000 Total

Community engagement and empowerment activities will support various projects, including the Velasco Incinerator, Yellow Cab, and other requests made by HLB staff. In general, the scope of work includes:

- Design and implement events that foster community engagement and empowerment.
- Facilitate workshops, town hall meetings, and other gatherings to ensure community input and feedback are integral to the decision-making process.
- Collaborate with community leaders and organizations to enhance outreach efforts.
- Identify funding opportunities and additional resources aligned with HLB's mission and projects.
- *Task 3.1: Community Engagement & Empowerment Est. \$20,000*
- *Task 3.2: Fundraising & Grant Writing Est. \$30,000*





3302 Canal Street, #32
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info@communitylattice.com

December 28, 2023

Ms. Christa Stoneham
President & CEO
Houston Land Bank
PO Box 131106
Houston, Texas 77219
Christa.Stoneham@houstonlandbank.org

Re: Proposal for Environmental Justice Consulting

Dear Ms. Stoneham:

We appreciate the opportunity to assist the Houston Land Bank (HLB) with various initiatives, focusing on the HLB Brownfields Program, the closeout of the Environmental Protection Agency (EPA) Assessment Grant, Project Velasco pre-development, site assessment, community engagement, and empowerment, as well as fundraising efforts.

For the past two years, Community Lattice (CL) has provided HLB with on-call environmental consulting services to execute its FY21 EPA Brownfields Assessment Grant. Together with HLB staff, we have established HLB's Brownfields Program as a national leader in environmental justice and have activated HLB's powers to address legacy environmental pollution while transforming brownfields into community assets. We have successfully managed the drawdown of over 70% of the grant and the application for another \$500,000 EPA Brownfields Assessment Grant, as well as a \$5 million EPA Cleanup Grant. Furthermore, we have leveraged over \$40,400 in in-kind services and secured EPA technical assistance for the Former Yellow Cab project (estimated value of \$30,000).

SCOPE OF WORK

The following scopes of work are broken down based on HLB's Request for Proposals, received on December 20, 2023, via email from procurements@houstonlandbank.org. Cost proposals are based on a **time and materials basis**. Standard rates and subcontractor proposals are included in Attachment A - D to this proposal. Not-to-exceed estimates are summarized below for each task. Project budgets are estimates only to establish not-to-exceed budget authorizations. Task totals may change depending on project demands, HLB staff requests, and schedule updates. CL will inform HLB staff of project progress and budget projections on a weekly basis, informing HLB staff of any project changes as soon as possible. CL will also work closely with HLB staff to identify project efficiencies, reduce costs, and identify additional funding to support ongoing efforts (as outlined in Project #3).



Project 1: HLB Brownfields Program and EPA Assessment Grant Closeout \$48,031 Total

Based on our records from managing HLB’s EPA Brownfields Coalition grant through 2023, at the end of October 2023, HLB had a \$151,833.58 grant balance. We also understand that funding has been committed for the completion of the community engagement task, Phase IIs for HLB’s Kashmere Garden’s portfolio, Phase II activities for 0 Navigation, and the Settegast infrastructure evaluation project, totaling about \$104,000. The following proposed tasks will draw down 100% of the remaining balance of EPA Brownfields grant:

Task 1.1: Program & Project Management	Est. \$10,000
<p>CL will collaborate with HLB staff to ensure the timely and comprehensive closeout of the EPA Assessment Grant. CL will review and compile all required documentation for submission to the EPA, including at least two additional quarterly reports and one final grant closeout report. CL will also continue to facilitate communication with EPA representatives to address any outstanding requirements, including Assessment Cleanup and Redevelopment Exchange System (ACRES) reporting.</p> <p><i>Assumptions:</i></p> <ul style="list-style-type: none"> - <i>Community Lattice is responsible for managing EPA grant-funded projects and will work closely with HLB’s Director of Finance to ensure budget expectations are met. If needed, Community Lattice will reduce its approved not-to-exceed amounts to comply with budget limitations.</i> 	
Task 1.2: 0 Navigation Blvd Phase II Report	Est. \$5,250
<p>CL proposes to contract SKA Consulting, LP (SKA), to complete a Limited Phase II Limited ESA report per EPA requirements to document the results of the Phase II activities conducted in September 2023. SKA was selected because of, among other things, specialized knowledge of site conditions. Specifically, SKA has been performing environmental assessment on the property on behalf of Buffalo Bayou Partnership (BBP) for years, giving them a unique understanding of the current regulatory requirements, data gaps, and risk mitigation strategies. Furthermore, SKA has completed the Quality Assurance Project Plan (QAPP) and performed the associated field activities in September 2023. As such, we recommend that SKA complete the Limited Phase II ESA report for the project to ensure consistency and the quality of reporting. A reduced 5% markup has been added to SKA’s proposal to cover CL’s administrative costs. SKA’s proposal is included in Attachment B.</p>	
Task 1.3: 0 N. Charles Phase II	Est. \$32,781
<p>CL proposes to contract SKA Consulting, LP (SKA), to complete a Limited Phase II Limited ESA per the QAPP, preliminarily approved by EPA on November 9, 2023 (pending signature). SKA was selected because of, among other things, specialized knowledge of site conditions. Specifically, SKA has been performing environmental assessment on the property on behalf of BBP for years, giving them a unique understanding of the current regulatory requirements, data gaps, and risk mitigation strategies. Furthermore, SKA has completed the Quality Assurance Project Plan which requires the</p>	

Phase II investigation to be conducted in accordance with SKA’s standard operating procedures and proposed scope of work. We recommend that SKA complete the project to ensure consistency and the quality of the work. A reduced 5% markup has been added to SKA’s proposal to cover CL’s administrative costs. SKA’s proposal is included in Attachment C.

Project 2: Project Velasco Pre-Development & Site Assessment **\$400,000 Total**

Task 2.1: Project Management & Quality Control	Est. \$30,000
<p>CL will work closely with environmental specialists to conduct a thorough assessment of the Velasco Incinerator site and requirements for the Texas Commission on Environmental Quality (TCEQ) Voluntary Cleanup Program (VCP). CL will provide expertise in identifying and addressing environmental justice considerations in the site assessment. CL will also collaborate on the development of a remediation plan that prioritizes the wellbeing of the surrounding community. CL proposes to use our subconsultant, Adaapta, to provide specialized knowledge and guidance related to environmental risk mitigation strategies, insurance negotiation, and reuse planning.</p> <p><i>Assumptions:</i></p> <ul style="list-style-type: none"> - Assumes an average effort of about \$3,750 per month for 8 months. 	
Task 2.2: Subsurface Investigation by SKA	Est. \$370,000
<p>CL recommends subcontracting SKA to complete the required subsurface investigation effort on the Velasco Incinerator. SKA has been working closely with CL and the City of Houston’s (City’s) Brownfields Redevelopment Program for the past two years to develop a strategy for assessing and remediating the former Velasco Incinerator. SKA has specialized knowledge about site conditions, among other things, which will afford them efficiency in executing the immediate task of characterizing the nature and extent of contamination related to the site. Furthermore, their experience conducting environmental assessment and cleanup activities in the East End and along the banks of the Buffalo Bayou has given them a positive reputation among community stakeholders who have come to trust the quality of their work and integrity of their ethics. The trust they’ve built across various stakeholders, including governmental agencies, community leaders, activists, and professional colleagues, is invaluable as HLB embarks on this complicated and high-profile brownfields redevelopment project.</p> <p>Based on HLB’s VCP agreement with the TCEQ, an Affected Property Assessment Report (APAR) is due to the agency by June 14, 2024. <u>Critically, HLB must meet this June 14, 2024, deadline in order to receive an EPA Cleanup award of \$5 million.</u> CL worked directly with the City and HLB to secure the funding required to complete the subsurface investigation and APAR. To achieve budget objectives, CL proposes a 0% markup on SKA’s proposal, included in Attachment D. The following summarizes Task 2.2 activities:</p> <ul style="list-style-type: none"> - Clearing heavy brush and trees on-site in such a way that does not disturb the subsurface contamination. This clearing is necessary to gain access to drilling locations planned for the 	

2024 investigation. *Trash, debris, drums, or other solid waste disposal is not included in SKA's proposal and will be stockpiled on-site pending coordination of off-site management.*

- Installation of up to 20 soil borings with two samples collected from each boring; samples to be analyzed for total petroleum hydrocarbons (TPH), semi-volatile organic compounds (SVOCs), volatile organic compounds (VOCs), Resource Conservation and Recovery Act (RCRA) 8 Metals, pH, polychlorinated biphenyls (PCBs), dioxins, and furans.
- Installation of up to 8 permanent groundwater monitoring wells and groundwater sampling for TPH, VOCs, SVOCs, RCRA 8 Metals, PCBs and pH.
- Up to 6 shallow soil-vapor sampling points are to be installed based on analytical results from soil and groundwater assessment. The soil-vapor samples will be analyzed for VOCs.

Assumptions:

- *Site clearing activities can be completed by the end of January 2024.*
- *Subsurface investigation activities can be completed by the end of February 2024 to allow time for data analysis and preparation of the APAR.*
- *Additional details and assumptions for this scope of work are included in SKA's proposal in Attachment D.*

Project 3: Community Engagement and Empowerment

\$50,000 Total

Task 3.1: Community Engagement & Empowerment	Est. \$20,000
<p>Community engagement and empowerment activities will support various projects, including the Velasco Incinerator, Yellow Cab, and other requests made by HLB staff. In general, the scope of work includes:</p> <ul style="list-style-type: none"> o Design and implement events that foster community engagement and empowerment. o Facilitate workshops, town hall meetings, and other gatherings to ensure community input and feedback are integral to the decision-making process. o Collaborate with community leaders and organizations to enhance outreach efforts. o Identify funding opportunities and additional resources aligned with HLB's mission and projects. <p><i>Assumptions:</i></p> <ul style="list-style-type: none"> - <i>Assumes an average effort of about \$2,500 per month for 8 months.</i> - <i>Grant writing is not included under Task 3.1</i> - <i>CL will manage www.bankingvelasco.org</i> 	
Task 3.2: Fundraising & Grant Writing	Est. \$30,000
<p>If needed, CL staff can support with grant writing and fundraising beyond the identification of resources (Task 3.1). CL anticipates writing three (3) EPA grant applications (or equivalent) in 2024, which are about a \$10,000 effort each. Grant writing will include drafting compelling grant proposals that highlight the environmental justice aspects of the initiatives and collaborating with HLB staff to ensure grant applications meet all requirements and deadlines. Efforts may include</p>	

applications to the EPA's Change Makers grant (\$20 million value) and to Texas Southern University for a portion of their recently awarded \$50 million EPA EJ Grantmakers Program.

Assumptions:

- *Prior task-specific approval for each grant will be authorized by Christa Stoneham prior to accruing costs under this task.*
- *CL is not responsible for HLB's grants.gov account, sam.gov updates, or other federal administrative requirements.*
- *CL assumes the subject matter for the grant application aligns with our team's expertise and experience in environmental justice.*

Services furnished by Community Lattice shall be subject to the terms and conditions set forth in Attachment A or by an updated Consultant Agreement to be established between CL and HLB.

We appreciate the opportunity to provide the HLB with these services. If additional information is needed, please contact me directly at 401-339-3997.

Sincerely,



Danielle Getsinger, PG
Cofounder & CEO

Attachment A: Terms and Conditions & Standard Rate Schedules

Attachment B: SKA Proposal – Limited Phase II ESA Report, 0 Navigation Blvd

Attachment C: SKA Proposal – Limited Phase II Environmental Site Assessment & Report, 0 N. Charles

Attachment D: SKA Proposal – Subsurface Investigation & TCEQ Reporting, Former Velasco Incinerator

Proposal Acceptance Statement

Community Lattice’s proposal to Houston Land Bank for Environmental Justice Consulting, dated December 28, 2023, with a not-to-exceed total budget of **\$498,031** is hereby accepted on behalf of Houston Land Bank, except as follows (insert exceptions, if any, or state “none”).

Exceptions or comments, if any: _____

Accepted By: _____
signature

Date: _____

Name: _____

Title: _____

ATTACHMENT A

TERMS & CONDITIONS

&

STANDARD RATE SCHEDULES

Standard Terms and Conditions

Community Lattice

1. Services and Engagement

These terms and conditions cover our performance of the Statement of Work (the “**Service(s)**”) outlined in the corresponding proposal or communications. These terms along with any attachments, including the Proposal Acceptance Statement (collectively the “**Agreement**”), make up our entire agreement on the Services and, unless we say otherwise in writing, are the only terms that cover the Services provided by Community Lattice, LLC., (“**Consultant**”, “**We**”, “**Our**” or “**Us**”) to Client (“**You**” or “**Client**”). This Agreement overrides any other understandings, agreements, negotiations, representations, warranties, or communications between you and us, both written and oral. If the terms conflict with a schedule, the schedule will override to the extent of the conflict, unless the schedule says otherwise. Each Party represents it is not relying on statements or representations not made in this Agreement. Any slideshows, presentations, reports, decks, or other materials or deliverables specifically requested by, and created for, Client under this Agreement (all “**Deliverable(s)**”) will be delivered in accordance with this Agreement. Client and the Consultant will be referred to individually as a “**Party**” and collectively as “**Parties**”.

This Agreement will also govern any other services requested by the Client, or that because a natural outgrowth of the originating services, unless a new agreement is signed. This includes services performed for subsidiaries or sister companies or entities of the Client.

2. How Contracting Works

(a) The parties may execute these terms as one-off terms and conditions. However, where the Client wants to issue multiple statements of work, scopes, purchase orders, or other transactional documents (however they are called) this Agreement will serve as a Master Service Agreement; in which case all subsequent services will be under this Agreement.

(b) For clarity, where a transactional document is issued by Client for services by Consultant, they will

be governed by this Agreement if no other mutually signed terms and conditions are executed between the Parties. This includes where Client’s transactional documents reference online terms and conditions. Where the term of the Agreement has expired, it will be considered renewed for the purposes, and duration of, the new services.

(c) To the extent supplemental transaction documents, purchase orders, or scopes conflict with this Agreement, this Agreement will prevail unless there is specific reference to the section of this Agreement that is to be modified, in which case the modification will be effective for that scope, statement of work, purchase order, or transactional document. Pre-printed terms and conditions in Client’s transactional documents will be null and void.

3. How Services Work

Before we start Services, we will establish a Statement of Work. The Statement of Work will outline the Services we perform and how. We will only be responsible for delivering Services outlined in the Statement of Work, to the specifications outlined in the Statement of Work. Upon agreement of the Statement of Work, these terms and conditions, and any attached documents, both Parties will sign the Proposal Acceptance Statement. **Please note, services outside of the Statement of Work will incur additional charges.**

4. Nature of the Services — No Guarantees

Our work and professional opinions are based on various sources of information and data. It is not uncommon for misreporting or inaccurate data entry by these original sources, including government agencies. Although we make efforts to screen for errors or data bias, it is impossible to eliminate all inherent error. **For this reason, we do not guarantee specific results and you agree to hold us harmless from the responsibility to attain specific results.** The services and work product you receive from us are recommendations only, and

subject to change as new or corrected information is obtained. Any work product received during services is an educated guess, using best practices in our industry and our best beliefs based on our expertise in the field.

There are no absolutes in this work, and because of this we do not warrant the accuracy of test results or recommendations or take liability where there is an inaccuracy with results. By signing this Agreement, you agree this is the case and you agree to indemnify, defend, and hold us as well as our Group (defined further below) harmless from any claims, damages, fees, or penalties you suffer as a result of relying, or not relying, on work product from the Services. However, if you believe we have performed an aspect of the Services that does not conform with best industry practice, notify us as outlined in Section 12 and we will remedy as outlined in the same Section.

5. Equipment, Supplies, and Client Obligations

The Client must: (i) provide access to its sites, and other facilities, as may reasonably be requested by Consultant; (ii) provide such materials, equipment, or information as the Consultant may request and ensure that such Client materials or information are complete and accurate in all material respects.

6. Changing Services

If Client wishes to change the scope or performance of the Services, it must submit details of the requested change to Consultant in writing. The Consultant will, within a reasonable time after the request, provide a written estimate to Client of any impact the changes will have on the Consultant's performance. Once negotiated and agreed to all changes must be reduced to writing to bind the Parties. The Consultant will continue to perform the Services agreed to and will not have an obligation to perform services being requested, until pricing and terms are agreed to and signed in a writing.

7. Independent Contractor

The relationship between the Parties is that of independent contractors. Nothing in this Agreement should be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party will have

authority to contract for or bind the other Party in any manner.

8. Your Responsibilities

You agree to: (i) respond promptly to the Consultant's request to provide direction, information, approvals, authorizations or decisions reasonably necessary to perform Services; and (ii) obtain and maintain all necessary permits and consents and comply with all applicable laws in relation to the Services.

9. Your Acts or Omissions

If our performance under this Agreement is prevented or delayed by any act or omission of you or your agents, we will not be in breach of our obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by you as a result of the delay or omission, to the extent the costs, charges or losses directly or indirectly arise from the prevention or delay.

10. Delivery, Acceptance & Delays

Our delivery is contingent upon your adherence to your obligations outlined herein. If our performance is prevented or delayed by any act or omission of you or your agents, subcontractors, consultants or employees, we will not be deemed in breach of our obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by you, in each case, to the extent arising directly or indirectly from such prevention or delay.

You will have ten (10) days from the delivery date to reject Deliverables, specifying where the Deliverables fail to comply with the Agreement or the applicable Statement of Work. Upon its receipt, we will re-perform the original Services so that the Deliverables conform to the specifications in this Agreement or the applicable Statement of Work. Not rejecting within this ten-day period will be deemed as acceptance, with all outstanding amounts becoming due and payable.

11. Fees and Expenses; Payment Terms; Interest on Late Payments

(a) In consideration of the Services performed by us, you will pay the Fee(s) outlined in the Statement of Work.

(b) You must pay all invoiced amounts due within thirty days from the date of our invoice. You must make all payments in US dollars by check, unless other arrangements are made for credit card or wire transfer prior to entering this agreement. In the event we do not receive payments from you after becoming due, we may: (i) charge interest on any such unpaid amounts at a rate of 1% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and (ii) suspend performance of all Services until payment has been made in full.

12. Our Service Representations, Warranties and Disclaimers

(a) We warrant we will perform the Services using personnel of the required skill, experience, and qualifications. We will also perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.

(b) Your sole remedy, and our sole obligation, where there is a breach of the warranty in 12(a) will be re-performance of the Services provided you notify us of the failure within sixty days of the completion of Services. Where we, in our discretion, believe we cannot re-perform the Services we reserve the right to refund a pro-rated amount paid for the Services not conforming to this Agreement. **THE REMEDIES IN SECTION 12(b) WILL BE YOUR SOLE AND EXCLUSIVE REMEDY AND CONSULTANT'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY IN SECTION 12(a).**

(c) In interpreting information and/or making recommendations, either written or oral, as to logs, test or other data, we will give you the benefit of our best judgment based on our experience. Any interpretation of test or other data, and any recommendation or description based upon such interpretations, are opinions based upon inferences, relationships, and assumptions from empirical data and measurements. These inferences and assumptions are not infallible and may differ between professionals. **Accordingly, we cannot and do not warrant the accuracy, correctness or completeness of any such interpretation or recommendation, and interpretations or recommendations should not, therefore, under any circumstances be relied upon as the sole or main basis for any work, purchase, financial decision, or safety decisions.**

(d) EXCEPT FOR THE WARRANTY in 12(a), WE MAKE NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; OR (E) SPECIFIC RESULTS; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

13. Client's Liability and Our Limitation of Liability

(a) Client Group will be responsible for, and agrees to indemnify, defend and hold Consultant Group harmless from, any Claims that arise because of, or result from, bodily injury, death, property damage, or loss of property (in whole or part) that occurs as a result of Client Group's actions and/or during the term of the Agreement. However, the foregoing will not apply to the extent Claims arise because of or result from Consultant's gross negligence or willful misconduct.

(b) Client agrees to indemnify, defend, and hold Consultant Group harmless from and against any claims that its use of materials in the Services (for example trademarks, logos, content, visuals, or video) infringe the intellectual property rights of a third party. Where Consultant gets notice of a violation, it reserves the right to take down the allegedly infringing material and will notify Client of the claim.

(c) With respect to each party, its "Group" will mean its contractors, subcontractors, invitees, heirs, successors, assigns and agents, or any or all of such parties. In the case of the Consultant, "Group" will also include its subsidiaries or affiliates. "Claims" means all claims, losses, damages, expenses, causes of action, events, suits, judgments and liability of every kind, including without limitation all expenses of litigation, court costs and reasonable attorney's fees arising from this Agreement or the Services provided.

(d) IN NO EVENT WILL CONSULTANT GROUP BE LIABLE TO CLIENT (OR TO ANY THIRD PARTY) FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL,

INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(e) IN NO EVENT WILL CONSULTANT GROUP'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO US UNDER THE APPLICABLE STATEMENT OF WORK, PURCHASE ORDER, SCOPE OR OTHER DOCUMENT REQUESTING SERVICES.

14. Term and Termination

This Agreement is effective on the date written on the Proposal Acceptance Statement, and will continue for the duration outlined in the Statement of Work, or for one year from the effective date where there is not a specific term. For ongoing or multi-year projects following the first year the Agreement will automatically renew on an annual basis until: (i) You cancel within thirty days of the next renewal ("**Cancellation Window**"); or (ii) earlier terminated by the parties in accordance with this Section 14.

In addition to any remedies available under this Agreement:

(a) We may terminate this Agreement (with immediate effect) by giving you written notice if you: (i) fail to pay any amount when due under this Agreement and such failure continues for seven days after your receipt of a notice for nonpayment; (ii) have not performed or complied with, or are in breach of any terms of this Agreement, in whole or in part; (iii) we are asked to render a position, or take an action, that is professional unethical, jeopardizes licensing, or is a violation of law, or (iv) at our convenience upon 30 days' advance written notice. Where we terminate this Agreement under Section 14(a)(iv), we will reimburse amounts paid for Services not yet performed, but you will not be entitled to any other compensation. Where this Agreement expires or terminates for any other

reason, all amounts payable will immediately become due and must be paid by you.

(b) You may terminate this Agreement (with immediate effect) by giving us written notice if: (i) you send written notice that we have not performed or complied with any of the terms of this Agreement; or (ii) at your convenience upon sixty days' advance written notice. Where you terminate, all amounts payable for services rendered up to the termination date will immediately become due and must be paid.

(c) For clarification, all licenses under 15(a) will survive termination of this Agreement unless otherwise stated in writing.

15. Intellectual Property

(a) Upon payment of all amounts due, Consultant hereby grants to Client a non-transferable, non-exclusive license to use the any documentation, data compilations, reports, plans, specifications, calculations, estimates, training materials, and any other media, materials or other objects produced directly as a result of Consultant's work for Client or delivered by Consultant in the course of performing that work (collectively "**Client Materials**"). You grant Consultant Group an irrevocable, worldwide, unlimited, royalty-free license to use, publish, reproduce, display, distribute copies of, and prepare derivative works based upon any Deliverables or materials you provide (including your trade names, logos, corporate names and domain names) to provide the Services under this Agreement.

(b) Any programming, software, routines, libraries, tools, methodologies, processes or technologies created, adapted, or used by Consultant (collectively "**Consultant Materials**") shall be and remain the sole property of Consultant, and Client shall have no interest in or claim to such Consultant Materials except as necessary to exercise its license in the Client Materials provided for above. Notwithstanding any other provision to the contrary, Consultant shall retain ownership of any and all Intellectual Property Rights in and to (i) any systems, processes, procedures, methods, and means of expression or organization developed or utilized by Consultant in performing its obligations under this Agreement, (ii) any subject matter that is created or developed in connection with this Agreement, and (iii) any Client Materials (as defined above), which rights include, without limitation, any and all rights under the patent, trade secret, copyright or other intellectual property laws of the United States.

(c) To the extent that any of our pre-existing materials (including, but not limited to, our confidential information, our trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith) are contained in the Deliverables, we retain ownership and hereby grant you a personal, royalty-free license to use, publish, reproduce, display, distribute copies of, and prepare derivative works based upon, such preexisting materials and derivative works for internal business or internal marketing use.

(d) You grant us a limited, revocable, royalty-free, worldwide, sublicensable right to use your trade names, logos, corporate names, and domain names for the purposes of marketing you as a client. If you decide to end this license, send an email to support@communitylattice.com.

16. Confidentiality

All non-public, confidential or proprietary information of the Consultant's, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "**Confidential Information**"), disclosed or made accessible by Consultant to Client, orally or in writing, electronic or other form or media, and whether or not identified as "confidential," in connection with this Agreement is confidential, and may not be disclosed or copied by Client without the prior written consent of the Consultant. Confidential Information does not include information that is: (i) in the public domain; (ii) known to Client at the time of disclosure; or (iii) rightfully obtained by Client on a non-confidential basis from a third party. This Section will apply reciprocally to the Client. Upon request, the Parties may enter into a separate confidentiality agreement to protect the confidential or proprietary information of Client. This separate agreement will be subject to, and in the event of conflict superseded by, this Agreement. Either Party will be entitled to injunctive relief for any violation of this Section.

17. Compliance with Law

Each Party agrees it and its Group will comply with all applicable laws, regulations or mandatory mandates in the geographic location where Services are being performed. Where there is a violation of this Section, the failing Party will indemnify, defend and hold harmless the other Party and its Group against all damages, losses, penalties, fees and

costs (including reasonable attorney's fees or dispute costs) arising from or relating to the violation to the extent of it or its Group's failure.

18. Force Majeure

We will not be liable or responsible to you, or be in default or breach, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Consultant including, without limitation, acts of God, flood, fire, governmental actions, strikes or other labor disputes, materials or telecommunication breakdown or power outage.

19. Permits, Passage and Egress

The Client must secure for all rights of ingress and egress to the area where the Services are to be performed. We will not be required to enter into any area which we believe requires permission to enter and such permission has not been obtained or is unsafe. You must advise us, in writing, of any limitations or restrictions affecting ingress and egress or hazards. If we are denied access we require for any reason not directly attributable to us, the Client must pay all standby charges and/or additional expense which result. We may terminate this Agreement in the event we cannot enter the site for 10 days beyond the agreed commencement date. In the event we terminate this Agreement due to the inability to enter the site, the Client must pay in addition to the standby charges, our mobilization expenses and the early termination fee. In the event, we are prevented from leaving the site, the Client must pay all other expenses associated with the loss of the use, including, without limitation, all costs attributable to the prevention of egress in addition to the standby charges.

Provided we comply with the requirements of the right of ingress and/or egress, you must release, indemnify, defend and hold harmless Consultant Group from and against any and all claims, causes of action, suits, judgments and liability of every kind, including without limitation, court costs and attorney fees, of any party arising from any alleged trespass, alleged infringement or other claim with respect to the site ingress or egress.

Each Party must provide to the other all information required by the other to enable the other to obtain such licenses, permits, authorizations, etc.

20. Miscellaneous

Waiver. No waiver of provisions in this Agreement will be effective unless in writing and signed by Us. No failure to exercise, or delay in exercising, this Agreement (entirely or partially) will be a waiver thereof.

Notices. All written notices, requests, consents, claims, demands, waivers and other communications (each, a "**Notice**") must be in writing and addressed to the parties at the addresses set forth above or to such other address that may be designated by the receiving party in writing. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), certified or registered mail (in each case, return receipt requested, postage prepaid), or email with receipt of confirmation. Unless this Agreement says otherwise elsewhere, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

Assignment. Client may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Consultant. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Client of any of its obligations under this Agreement. The Consultant reserves the right to sub-contract Services under this Agreement without prior notice.

No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties and their respective successors and permitted assigns. Nothing, express or implied, confers upon any other person or entity any legal right, benefit or remedy of any nature whatsoever under these Terms.

Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that

would cause the application of the laws of any jurisdiction other than those of the State of Texas.

Venue. Any legal suit, action or proceeding arising out of or relating to this Agreement must be in the federal or state courts of Houston, Harris County, Texas, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Survival. Sections 11, 12, 13, 14, 15, 16, 17 and 18 will remain in force after any termination or expiration of this Agreement.

Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.



2024 Rate Schedule for Houston Land Bank

Position	Personnel	Rate/hour
Managing Principal	Danielle Getsinger, PG	\$175
Director, Community Relations	Treasa Antony	\$145
Sr. Project Manager	Deshara Goss	\$125
Project Manager	Krisandra Provencher	\$110
Project Staff, Spanish Translation	Eduardo Hernández-López	\$100
GIS Analyst	Shelby Duncan	\$85
Intern	TBD	\$45





Adaapta - 2023

Labor Rates

Staff	Standard Hourly Rates
Principal	\$250
Senior Consultant	\$250
Environmental Manager	\$175
Senior Planner	\$175
Financial Analyst	\$135
Assistant Planner/Researcher	\$125
Clerical	\$85

Other Direct Costs

Project related expenses, including travel, materials, subcontractor costs, fees and other costs incurred specifically for the project will be invoiced at cost plus 10%.

Litigation Support

Litigation support will be billed at 150% of labor rate and expert witness testimony will be billed at 200% of labor rate.

SKA CONSULTING, L.P.
SCHEDULE OF CHARGES



Effective through: December 31, 2024

CONSULTANT PERSONNEL	
Labor Category	Hourly Rate
- Managing Principal	\$275
- Principal Engineer / Geologist / Scientist	250
- Senior Engineer / Geologist / Scientist II	210
- Senior Engineer / Geologist / Scientist I	180
- Lead Engineer / Geologist / Scientist II	170
- Lead Engineer / Geologist / Scientist I	160
- Project Engineer / Geologist / Scientist II	150
- Project Engineer / Geologist / Scientist I	140
- Staff Engineer / Geologist / Scientist II	135
- Staff Engineer / Geologist / Scientist I	125
- Drafting/AutoCAD II	100
- Drafting/AutoCAD I	90
- Project Accountant / Administrator III	100
- Project Assistant / Administrator II	90
- Project Assistant / Administrator I	80
<p>Note: Rates subject to change after December 31, 2024. Payments are due upon receipt of the invoice unless other payment terms are agreed upon in writing by SKA.</p>	

1. Personnel Charges

Overtime and premium charges are as follows:

- Overtime for Support/Field Service Staff (over 8 hours): 1.5 x Hourly Rate
- Weekend, Holiday & Rapid Response: 2.0 x Hourly Rate
(Support, Field Service and Professional)
- Deposition, Subpoena and Expert Testimony: 1.5 x Hourly Rate

2. Other Direct Charges

Charges for materials and equipment provided directly by Consultant will be billed according to the price lists contained in an SKA Consulting, L.P. proposal. If materials and equipment not included on a price list are used for the project, these will include a service charge of 15% of the total amount invoiced to the Client. Other direct charges may include charges for services, rentals, CAD, materials, and equipment.

3. Reimbursable Expenses

All subcontract and third-party project-related expenses will include a service charge of 15% of the total amount invoiced to the Client. These expenses include all subcontractor costs, third-party laboratory fees, third-party equipment purchases and rentals, project-specific permits, licenses and fees, overnight courier and other delivery expenses, and charges for all materials and supplies.

Travel expenses, including airfare, vehicle rental, lodging, meals and other direct travel expenses will include a service charge of 15% of the total amount invoiced to the Client. Unless otherwise stated in an SKA Consulting, L.P. proposal, a per diem charge of \$175 per person per day will be billed for work that requires overnight accommodations. A per diem charge of \$35 per person per day will be billed for work that does not require overnight accommodations.

4. Vehicle and Equipment Charges

Vehicle charges are based on project location. Projects located outside of the metropolitan area of an SKA Consulting, L.P. office will incur an additional mileage charge as shown in addition to the daily rate shown below:

	<u>Day Rate</u>	<u>Mileage</u>
- Autos:	\$125.00	Current IRS rate
- Pickup Trucks/Vans:	\$160.00	\$0.75/mile

Other vehicles and equipment used will be billed in accordance with an SKA Consulting, L.P. proposal.

An Administration Fee will be billed at 5% of total labor for phone and office equipment usage and project-related office supplies.

ATTACHMENT B

SKA PROPOSAL

Limited Phase II ESA Report, 0 Navigation Blvd



AUTHORIZATION FOR SERVICES

PROJECT NAME Phase II Environmental Site Assessment Report
±4.45-Acre Former Baker Hughes Undeveloped Property
0 Navigation Boulevard
Houston, Harris County, Texas 77011

PROPOSAL NO. 12022-0002.P02

CLIENT ADDRESS Houston Land Bank
c/o Community Lattice
Attn: Danielle Getsinger, P.G.
3302 Canal Street, Suite 32
Houston, Texas 77003

Hereby requests and authorizes SKA Consulting, L.P. (SKA) to perform the following services:

SCOPE:

Prepare a Phase II Environmental Site Assessment (ESA) Report for submittal to the federal Environmental Protection Agency (EPA). The Phase II ESA Report will be based on assessment activities conducted on and data collected from the above referenced 0 Navigation property by SKA and Stantec (environmental consultant for prior owner Baker Hughes).

SCHEDULE:

The Phase II ESA Report can be completed within **20 business days** of receiving formal notice to proceed.

COMPENSATION:

To be based on a time and materials estimate of **\$5,000.00** (Five thousand and 00/100 U.S. Dollars).

PAYMENT TERMS:

Full payment is due and payable upon delivery of the final report. In addition, if a draft report is requested, the fee is considered earned upon delivery of our draft report.

MISCELLANEOUS:

Services covered by this Authorization shall be performed per PROVISIONS attached to this form. Please initial acceptance of the provisions on the bottom of the attached page.

Approved for **CLIENT**

Accepted for **SKA Consulting, L.P.**

Signature

Name

Title

Date

Signature
Mike Schultz, P.E.

Name
Executive Vice President/Partner

Title
November 29, 2023

Date

PROVISIONS

Proposal No. 12022-0002.P02
Date: November 29, 2023

1. AUTHORIZATION TO PROCEED

Signing this form shall be construed as authorization by the CLIENT for SKA to proceed with the work unless otherwise provided for in the Authorization.

2. RIGHT OF ENTRY

The CLIENT has authorization from the Owner or an Authorized Representative of the Owner to enter the Subject Property. Therefore, the CLIENT authorizes SKA to enter the Subject Property and perform the requested services outlined in this Authorization. The CLIENT hereby voluntarily consents to agents, contractors, subcontractors, officers, designees, and employees of SKA entering and having continued access to the Subject Property until completion of the scope of work outlined in this Authorization.

3. LABOR COSTS

In the event SKA's compensation is calculated by reference to SKA's Labor Costs, Labor Costs shall be the amount calculated by the number of hours actually worked by each of SKA's employees on CLIENT's Project, multiplied by an amount charged for each such employee's work, which is calculated by dividing each such employee's annualized, non-overtime compensation (whether salary or paid to such employee at an hourly rate, as the case may be) divided by 2,080 hours per year.

4. DIRECT EXPENSES

SKA's Direct Expenses shall be those costs incurred on or directly for the CLIENT'S Project, including but not limited to necessary transportation costs, including mileage at SKA's current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these EXPENSES shall be based on actual charges when furnished by commercial sources and based on usual commercial charges when furnished by SKA.

5. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for SKA's administrative costs.

6. COST ESTIMATES

Any cost estimates provided by SKA will be based on experience and judgment. However, since SKA has no control over market conditions or bidding procedures, SKA cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.

7. PROFESSIONAL STANDARDS

SKA shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in the CLIENT'S community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. SKA makes no other warranty, expressed or implied.

8. TERMINATION

The CLIENT or SKA may terminate this authorization by giving the other party 30 days written notice. In such an event, the CLIENT shall pay SKA in full for all work previously authorized and performed before the effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

9. LEGAL EXPENSES

In the event legal action is brought by the CLIENT or SKA against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions now created, the losing party shall pay the prevailing party such reasonable amounts for attorney's fees, costs, and expenses as may be set by the court.

10. PAYMENT TO SKA/INTEREST ON PAST-DUE AMOUNTS

Monthly invoices will be issued by SKA for all work performed under the terms of this Agreement. Invoices are due and payable on receipt. Interest at the rate of 1½% per month will be charged on all past-due amounts unless not permitted by law. Any interest charged or collected over the highest legal rate will be applied to the principal amount owing to SKA. Any collected interest exceeding the principal balance of the CLIENT'S indebtedness to SKA will be returned to the CLIENT. SKA and CLIENT intend to abide by all applicable laws regulating the maximum amount of interest that may be charged. To the greatest extent allowed by applicable law, the CLIENT and SKA agree that in the event the CLIENT and SKA enter into any compromise or settlement calling for the payment of past-due principal and accrued and unpaid interest on any past-due invoice, SKA may charge, and the CLIENT agrees to pay, interest on such combined past-due principal and accrued and unpaid interest amount (the "New Principal Balance") at the rate of 1½% per month or at the highest rate allowed by law, subject, as provided herein, to SKA's agreement to credit excess interest or return same to CLIENT after the New Principal Balance is paid.

11. LIMITATION OF LIABILITY

SKA's liability to the CLIENT for any cause or combination of causes in the aggregate will be the limits of SKA's applicable insurance coverage, including, but not limited to, SKA's errors and omissions insurance, also known as professional liability insurance, which together with SKA's umbrella insurance will be no less than \$1,000,000.00.

12. ADDITIONAL SERVICES

Services in addition to those specified in Scope will be provided by SKA if authorized in writing by the CLIENT. Additional services will be paid for by the CLIENT as indicated in the Letter Proposal, Task Authorization, or such other document as deemed appropriate by the CLIENT and SKA and which is referred under Compensation.

13. SALES TAX

Applicable sales tax is not included in the proposed fee. Sales tax will be added to the invoice amount only where applicable.

14. TERMINATION FOR NON-PAYMENT OF FEES

SKA may terminate this contract by giving written notice if any SKA invoice remains unpaid for more than sixty (60) days. SKA's right to terminate this contract shall not be waived by SKA's continued performance during any period of investigation by SKA to determine the reasons for the CLIENT'S non-payment.

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

Client initial: _____

ATTACHMENT C

SKA PROPOSAL

***Limited Phase II Environmental Site Assessment &
Report, 0 N. Charles***



Proposal No. 1008-0012.P02A

Via email

July 28, 2023

Community Lattice
Attn: Ms. Danielle Getsinger, PG, MBA
3302 Canal Street, Suite 32
Houston, Texas 77003

Re: ***Proposal for Additional Subsurface Investigations
±2.21-Acre Buffalo Bayou South Bank Trail Section 2 Property
0 North St. Charles Street
Houston, Harris County, Texas 77003***

Dear Ms. Getsinger:

SKA Consulting, L.P. (SKA) is pleased to present this proposal to perform additional subsurface investigations at the above-referenced subject property in Houston, Harris County, Texas. This assessment aims to assist Community Lattice (Client) in further evaluating existing environmental conditions at the subject property. This proposal is being submitted based on the preliminary findings of soil assessment activities conducted by SKA at the subject property in April 2023. SKA's proposed Scope of Services is presented in the sections that follow.

BACKGROUND

The subject property comprises an approximately 2.21-acre tract of land along the southern bank of Buffalo Bayou at the northeast corner of North St. Charles Street and Bayou Parkview Drive (aka Kennedy Street). The property comprises Section 2 (out of five sections total) of the Buffalo Bayou South Bank Trail system, which extends from Jensen Drive about 0.8 miles (4,260 feet) east to Tony Marron Park. The additional subsurface investigations proposed herein will only be performed on the Section 2 subject property.

SKA conducted an Environmental Review of the Buffalo Bayou South Bank Trail property, including the subject property, in March 2023 (ref: SKA Letter No. 1008-0012.L01, dated March 1, 2023) to identify documented environmental concerns (DECs) or potential environmental concerns (PECs) in connection with the current and/or historical land uses. No DECs were identified in connection with the subject property. However, the following PECs were identified for the subject property:

- PEC 1: Two fuel oil underground storage tanks (USTs) were depicted on historical Sanborn Fire Insurance Maps on the northwest portion of the subject property. The USTs are not registered with the Texas Commission on Environmental Quality (TCEQ);
- PEC 2: Historical use of the subject property by Dedman Iron Works as a brass and iron foundry that was served by 200 linear feet (LF) of railroad spur;
- PEC 3: Historical use of the subject property by Federal Steel Products Corporation as a foundry with an associated machine shop, cleaning department, welding room, and sandblasting room;

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- PEC 4: An automotive repair and paint spraying building and an oil house associated with Horton & Horton Building Materials on the central portion of the subject property; and
- PEC 5: Four railroad spurs totaling about 700 LF.

Based on the Environmental Review findings, SKA conducted a Limited Phase II Environmental Site Assessment (ESA) in selected portions of the subject property in April 2023. The Limited Phase II ESA comprised installing and sampling 18 soil borings (BR-1 through BR-18). The objective of the Limited Phase II ESA was to assess for environmentally sensitive constituents in soil in selected portions of the subject property related to possible releases of regulated substances from the identified on-site PECs. The soil samples were selectively analyzed for the following chemicals of concern (COCs): volatile organic compounds (VOCs), total petroleum hydrocarbons (TPH), Resource Conservation and Recovery Act (RCRA) 8 metals, polycyclic aromatic hydrocarbons (PAHs), and polychlorinated biphenyls (PCBs). The soil analytical results were compared to their TCEQ Texas Risk Reduction Program (TRRP) or Petroleum Storage Tank (PST) residential regulatory standards.

The soil analytical results reported a naphthalene concentration of 447 milligrams per kilogram (mg/kg) in soil sample BR-1 (8 to 9 feet below ground surface [ft-bgs]), collected in a reported historical fuel oil UST location on the northwest portion of the subject property. The naphthalene concentration exceeds its TCEQ PST Program Action Level and Plan A Category I Target Soil Concentration (TSC) of 99.7 mg/kg, Plan A Residential Health-Based TSC of 112 mg/kg, and Plan A Construction Work Exposure TSC of 11.5 mg/kg. Based on these findings, an actionable release of petroleum hydrocarbons appears to have occurred from the historical fuel oil USTs. Consequently, further assessment activities under 30 Texas Administrative Code (TAC) §334 rules will be required. Moreover, a geophysical survey performed by Terracon Consultants (Terracon) in April 2023 identified ferrous/magnetic anomalies near the historical UST locations, indicating the USTs may remain on the subject property.

As mentioned above, additional release determination investigations are required related to the elevated soil naphthalene concentration under 30 TAC §334, including, at a minimum, additional soil and groundwater sampling and testing and likely soil response actions. SKA also recommends conducting exploratory trenching near the historical UST locations to ascertain whether the USTs remain on-site. SKA's proposed Scope of Services is presented below.

SCOPE OF SERVICES

SKA's proposed Scope of Services includes the following tasks:

- Perform delineation soil assessment activities, including installing and sampling soil borings;
- Perform exploratory trenching;
- Perform groundwater assessment activities by installing and sampling a temporary monitoring well;
- Prepare a report detailing the results of the Limited Phase II ESA; and
- Prepare and submit a Release Determination Report (RDR) to the TCEQ.

Task 1: EPA Regulatory Involvement

SKA understands the Client is pursuing a U.S. Environmental Protection Agency (EPA) Brownfields Grant for the subsurface investigations described herein. The EPA will require a Quality Assurance Project Plan (QAPP) outlining the project procedures for each task to ensure the project produces reliable data that can be used to meet the project objectives and goals. The QAPP requires information on project objectives and organization, sampling procedures, testing and measurement protocols, Quality Assurance/Quality Control checks, and data reporting and validation. SKA has included costs herein to prepare the required QAPP.

Task 2: Delineation Soil Assessment

SKA proposes to install up to eight delineation soil borings in a radial pattern around the prior soil boring BR-1 location that exhibited the elevated naphthalene concentration. Specifically, two rings (an inner and outer ring) of delineation soil borings with four borings in each ring will be installed around the prior soil boring BR-1 location. The additional soil investigations aim to delineate soil impacts (e.g., naphthalene) identified at the subject property during SKA's on-site soil assessment activities on April 10 and 11, 2023. SKA will also prepare an Incident Report Form (IRF) to be submitted to the TCEQ PST Program, documenting the identified soil impacts at the subject property.

Delineation Soil Boring Installation and Sampling

The proposed delineation soil borings will be drilled to a maximum depth of 15 ft-bgs by a State of Texas-licensed driller using a track-mounted, direct-push drilling rig equipped with 5-foot-long solid core barrel samplers. SKA personnel will oversee all drilling activities. The soil samplers will be recovered, and the soil samples will be given to SKA's on-site Geologist or Environmental Scientist for screening and classification utilizing the Unified Soils Classification System (USCS). SKA's on-site personnel will document soil color, relative moisture content, and visual or olfactory evidence of possible environmental impacts.

SKA will field screen the soil samples for organic vapor concentrations using a Photoionization Detector (PID) equipped with a 10.6-electron Volt (eV) bulb calibrated to 100 parts per million (ppm) isobutylene. After SKA's personnel visually logs each soil sample, the soil sample will be placed into a dedicated, disposable plastic container for approximately 5 minutes to enhance the volatilization of environmentally sensitive constituents possibly present in the soil. PID readings will be collected from the samples and recorded on the soil boring logs.

SKA will collect soil samples at the depth interval that previously exhibited the elevated naphthalene concentration (8-9 ft-bgs) and a deeper interval (between 9 and 12 ft-bgs). SKA may collect additional soil samples based on visual or olfactory evidence of environmental impacts or elevated PID field screening results if identified. Soil samples for the potential analysis of volatile COCs will be collected using EPA Method 5035A (i.e., closed-system purge-and-trap). Bulk soil sampling methods will be used for soil samples collected for semi-volatile COCs and moisture analyses. Immediately following soil sampling activities, the delineation soil boring boreholes will be backfilled to natural grade with bentonite chips.

Equipment decontamination will be continuously performed during all drilling activities following applicable TCEQ, EPA, and Occupational Safety & Health Administration (OSHA) guidelines. For example, soil sampling core barrels will be washed with Alconox soap and rinsed with potable water before collecting each new soil sample.

Laboratory Analyses

The soil samples collected from the delineation soil borings will be submitted for laboratory analysis to a National Environmental Laboratory Accreditation Conference (NELAC)-accredited under the Texas Laboratory Accreditation Program. All analyses will be performed per EPA-approved methods, such as those referenced in Title 40 of the Code of Federal Regulations (40 CFR) or "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods" (EPA SW-846), except for TPH, which will be performed per Texas (TX) Method 1005. Appropriate chain of custody documentation will be maintained for all samples shipped to the testing laboratory. The analytical methods for all the analyses performed will be selected based on achieving laboratory sample detection limits (SDLs) at or below the TCEQ PST Program Plan A TSCs codified in 30 TAC §334.

Two soil samples will initially be selected from each of the four delineation soil borings installed within the inner ring of borings around the prior soil boring BR-1 location (up to eight soil samples). The selected soil samples will be analyzed in the testing laboratory for the following COCs:

- Benzene, toluene, ethylbenzene, and total xylenes (BTEX), methyl tert-butyl ether (MTBE), and naphthalene by EPA Method 8260; and
- TPH by TX Method 1005.

Based on the TPH analytical results, further analytical testing for PAHs by EPA Method 8270 may be warranted. SKA has included costs for one soil sample to be additionally analyzed for PAHs. Further, all analytical testing will be conducted on a standard laboratory turnaround time (TAT) of 7 to 10 business days.

Management of Investigative-Derived Waste (IDW)

Soil cuttings generated during the soil boring installations will be containerized in a 55-gallon drum and temporarily stored on-site. SKA personnel will affix labels to document the drum's contents and provide contact information. If no elevated contaminant concentrations are identified, the containerized soil cuttings and purge/development water can be managed as unaffected materials and dispersed on-site.

However, should contaminants be detected in the groundwater above applicable TCEQ standards, the related IDW likely cannot be managed as unaffected materials and dispersed on-site. In this case, SKA can perform the necessary waste profiling/classification, prepare waste manifests, and coordinate proper off-site disposal of the IDW at a TCEQ-approved disposal facility. The Client would sign the waste profile forms and manifests as the waste generator. ***Additional costs for waste profiling/classification and off-site disposal have not been included in this proposal but would be performed via a separate Client-approved proposal if warranted.***

Please note that as the generator, the Client is ultimately responsible for directing the disposition of any waste generated by the services herein, including the IDW. Therefore, by offering to manage the IDW, SKA will not assume the generator's responsibility for properly disposing of the waste but will provide this activity as a service to our Client.

Task 3: Exploratory Trenching

SKA proposes to conduct exploratory trenching in an approximately 9,000-square-foot (sq-ft) area on the northwest portion of the subject property to determine the potential presence of historical USTs in the reported historical fuel oil locations. Exploratory trenching will also be conducted in the ferrous/magnetic anomaly locations identified during Terracon's geophysical survey in April 2023.

SKA's subcontractor will install the exploratory trenches using a mini excavator to a maximum depth of 6 ft-bgs. SKA will oversee all exploratory trenching activities. After SKA visually assesses each trench, the exploratory trenches will be immediately backfilled with soil from the original excavation. Up to one day of exploratory trenching is proposed under this Scope of Services.

If a UST is encountered, the entire top of the UST will be uncovered to determine its approximate capacity and whether it contains any residual fluids. The UST will then be re-covered with excavated soil, and SKA will collect location coordinates for the UST and demarcate its location with stakes and flags. No costs for UST removal activities are included herein.

Task 4: Groundwater Assessment

Following delineation soil boring installations and exploratory trenching activities, SKA proposes to install one temporary monitoring well on the northwest portion of the subject property. The objective of the groundwater assessment is to determine if the identified petroleum hydrocarbon release to soil has also adversely affected the uppermost groundwater-bearing unit (GWBU, or shallow groundwater) at the subject property.

Temporary Monitoring Well Installation

The proposed temporary monitoring well will be drilled by a State of Texas-licensed driller using a track-mounted, direct-push drilling rig equipped with 5-foot-long solid core barrel samplers. SKA personnel will oversee all drilling activities.

Based on the nature of potential COCs at the subject property (i.e., the potential for light non-aqueous phase liquids [LNAPLs]), the temporary monitoring well will be advanced a maximum of 10 feet into the uppermost GWBU or to the top of the lower confining clay (i.e., aquitard) beneath the uppermost GWBU, whichever is shallower, to obtain representative groundwater samples. SKA anticipates the maximum depth of the temporary monitoring well to be 30 ft-bgs. However, based on the soil type and field observations, SKA's on-site personnel will determine the ultimate completion depth and screen interval for the temporary monitoring well in the field. The temporary monitoring well will be constructed of 1-inch inner-diameter (ID), Schedule 40 polyvinyl chloride (PVC) pipe consisting of 0.010-inch factory-slotted PVC screen and solid riser pipe. The borehole annulus around the screened section will then be filled with 16/30-grade silica sand to approximately 2 feet above the screened interval for a proper filter pack. The remaining borehole annulus will be filled with bentonite chips to the surrounding surface grade. Equipment decontamination will be continuously performed during all drilling activities following applicable TCEQ, EPA, and OSHA guidelines.

Soil Sampling

The soil samplers will be recovered during temporary monitoring well drilling activities. The soil samples will be given to SKA's on-site Geologist or Environmental Scientist for screening and

classification utilizing the USCS. SKA's on-site personnel will document soil color, relative moisture content, and visual or olfactory evidence of possible environmental impacts.

SKA will field screen the soil samples for organic vapor concentrations using a PID equipped with a 10.6-eV bulb calibrated to 100 ppm isobutylene. After SKA's personnel visually logs each soil sample, the soil sample will be placed into a dedicated, disposable plastic container for approximately 5 minutes to enhance the volatilization of environmentally sensitive constituents possibly present in the soil. PID readings will be collected from the samples and recorded on the soil boring logs.

Two soil samples will initially be selected from the temporary monitoring well for analytical testing, including those with the highest PID field screening results and those from directly above the soil-groundwater interface. If identified, SKA may collect additional soil samples based on visual or olfactory evidence of environmental impacts. Soil samples for the potential analysis of volatile COCs will be collected using EPA Method 5035A (i.e., closed-system purge-and-trap). Bulk soil sampling methods will be used for soil samples collected for semi-volatile COCs and moisture analyses. Soil cuttings generated during the temporary monitoring well installation will be placed in a sealed and properly labeled 55-gallon drum and temporarily stored on the subject property.

Groundwater Sampling

Once installed, SKA's on-site personnel will check the temporary monitoring well for depth to water and LNAPL, if present, with an electronic oil/water interface meter. The temporary monitoring well will then be developed by SKA personnel utilizing a peristaltic pump to remove the fine particles from the well screen and filter pack. Approximately three well volumes of groundwater will initially be removed from the temporary monitoring well, or groundwater will be removed from the temporary monitoring well until the groundwater is visibly clear, whichever is first.

Once the temporary monitoring well has been developed, it will be allowed to recharge or equilibrate to static conditions before collecting a groundwater sample. SKA personnel will then initiate low-flow groundwater sampling activities for the temporary monitoring well following guidance in EPA publication *EPA/540/S-95/504, Low-Flow (Minimal Drawdown) Groundwater Sampling Procedures (April 1996)*. During low-flow groundwater purging, the groundwater from the temporary monitoring well will be continuously monitored in the field for pH, specific conductivity, dissolved oxygen, temperature, and oxidation/reduction potential (ORP) with a portable water quality meter equipped with an in-line flow-through cell and new (disposable) polyethylene tubing. Turbidity will also be monitored using a separate turbidity meter. Finally, our on-site personnel will continuously monitor the depth to water and flow (pumping) rate. Our on-site personnel will record the data collected during low-flow sampling activities on a SKA Groundwater Sampling Log.

Once a minimum of one well volume has been removed and at least three parameters are stable for three consecutive measurements, a groundwater sample will be collected from the temporary monitoring well into appropriately preserved laboratory-supplied containers, labeled, and stored in an ice-filled chest for preservation and delivery to the testing laboratory. Groundwater generated from the development and purging of the temporary monitoring well will be placed in a sealed and properly labeled 55-gallon drum and temporarily stored on the subject property.

Once the groundwater analytical data is received and reviewed by SKA and no further groundwater sampling is deemed necessary, SKA personnel will remobilize to the subject property to plug and abandon (P&A) the temporary monitoring well. Costs for the separate mobilization to the subject property to complete the P&A activities are included in this proposal.

Laboratory Analyses

The soil and groundwater samples collected from the temporary monitoring well will be submitted for laboratory analysis to a NELAC-accredited laboratory under the Texas Laboratory Accreditation Program. All analyses will be performed per EPA-approved methods, such as those referenced in 40 CFR or "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods" (EPA SW-846), except for TPH, which will be performed per TX Method 1005. Appropriate chain of custody documentation will be maintained for all samples shipped to the testing laboratory. The analytical methods for all analyses performed will be selected based on achieving laboratory SDLs at or below the TCEQ PST Program Plan A TSCs codified in 30 TAC §334.

The soil and groundwater samples collected from the temporary monitoring well installed will be analyzed in the testing laboratory for the following COCs:

- BTEX, MTBE, and naphthalene by EPA Method 8260; and
- TPH by TX Method 1005.

Based on the TPH analytical results, further analytical testing for PAHs by EPA Method 8270 may be warranted. Therefore, if warranted, SKA has included costs for one soil sample and one groundwater sample to be further analyzed for PAHs.

Task 5: Reporting

Upon completing the Scope of Services outlined above (Tasks 1, 2, and 3), SKA will incorporate the methodology, results, tabulated analytical data, site maps, boring logs, supporting laboratory data, and conclusions of our assessment in the Limited Phase II ESA Report currently being prepared for the subject property. Recommendations for additional site assessment or response actions will be provided if warranted. Upon completion, SKA will provide the Client with a digital copy (PDF) of the final report of the final report upon completion.

The report will be produced for the exclusive use of the Client and their authorized representatives. Further report dissemination without prior written authorization from SKA and the Client will be strictly prohibited. SKA further assumes no responsibility or obligation for the use of the report by other parties and for purposes beyond the project objectives and work limitations.

SKA will also prepare and submit an RDR to the TCEQ PST Program and EPA documenting the actionable release of petroleum hydrocarbons from the historical on-site USTs per 30 TAC §334. A copy of the Limited Phase II ESA Report will be submitted with the RDR.

Finally, SKA presumes some communications with the EPA will be required following the submittal of the above-referenced reports. As such, contingency costs for such communications are included herein.

ASSUMPTIONS

SKA assumes the following in support of this assessment:

- The site is readily accessible by a truck;
- The Client will provide full access to the subject property;
- The Client has formal authority to conduct the Scope of Services as proposed herein, including the collection and analytical testing of samples from the subject property;
- No site delays or standby time during the field portions of the Scope of Services due to inclement weather, access restrictions, utility clearance, or hazardous site conditions;
- Removal/destruction of some vegetation or landscaping is permitted in selected locations of the subject property where necessary for investigation access and sampling. Any removal/destruction of such vegetation will be considered essential by SKA and will not be replaced by SKA or SKA's subcontractors;
- SKA assumes all underground utilities on private property that are not located by public companies will be field marked by others (i.e., subject property Owner) and is not responsible for any damages or repairs;
- All soil and groundwater analyses will be performed on a standard laboratory turnaround time of 7 to 10 business days;
- No delineation of any identified groundwater impacts is included;
- No waste (soil or groundwater) profiling, characterization, or off-site disposal is included;
- No UST removal activities are included if any are encountered;
- No TCEQ regulatory involvement, including communication, reporting, reviews, submittals, concurrence, approvals, or closure, is currently included in this Scope of Services, except for an IRF and RDR to be submitted to the TCEQ PST Program.

The stated fee is subject to change if any of these assumptions or conditions are inaccurate or change during the project. Therefore, please contact us immediately if you know of any inaccuracies in these assumptions and conditions so we may revise the proposed Scope of Services or fees.

The environmental studies proposed herein by SKA will be for the sole and exclusive purpose of assisting the Client in evaluating existing environmental conditions at the subject property. These studies will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the environmental engineering profession practicing contemporaneously under similar conditions in the locality of the subject property. No other warranty or guarantee, expressed or implied, is made other than the work will be performed competently and professionally.

PROJECT SCHEDULE

SKA's estimated budget to complete the Scope of Services described herein is shown in **Table 1**. SKA anticipates that the fieldwork for Tasks 1, 2, and 3 can be completed within 10 business days of written authorization. The Limited Phase II ESA Report can be completed within 10

Ms. Danielle Getsinger
July 28, 2023
Page 9

business days of receiving the final laboratory analytical results. Consequently, the project is expected to be completed in approximately 20 to 30 business days.

To authorize this proposed Scope of Services, please sign/initial the attached Authorization for Services and Provisions forms and return them to SKA via email at tory.balderrama@skaconsulting.com or darrell.maudlin@skaconsulting.com.

CLOSING REMARKS

SKA appreciates this opportunity to be of continued service to Community Lattice on this project. If you have any questions regarding this proposal, please do not hesitate to contact the undersigned at (713) 266-6056 or by email at tory.balderrama@skaconsulting.com or darrell.maudlin@skaconsulting.com.

Sincerely,

SKA CONSULTING, L.P.



Tory C. Balderrama, P.G.
Lead Geologist & Project Manager



Darrell R. Maudlin, P.G.
Vice President/Senior Project Manager

Attachments: Table 1 – Budget Estimate Summary
Authorization for Services and Provisions

**TABLE 1
BUDGET ESTIMATE SUMMARY
DELINEATION SOIL ASSESSMENT AND GROUNDWATER ASSESSMENT
±11.7-ACRE BUFFALO BAYOU SOUTH BANK TRAIL PROPERTY - SECTION 2
SOUTH SIDE OF BUFFALO BAYOU FROM JENSEND DRIVE TO TONY MARRON PARK
HOUSTON, HARRIS COUNTY, TEXAS 77003**

<u>TASK NO.</u>		<u>ESTIMATED COST</u>
1	EPA Regulatory Involvement	
	<i>Labor</i>	\$ <u>5,000</u>
Note: Task 1 has been completed and billed to HLB in September 2023.		Subtotal: \$ 5,000
2	Delineation Soil Assessment	
	<i>Labor</i>	\$ 3,680
	<i>Rental & Materials</i>	\$ 630
	<i>Subcontractors</i>	\$ 3,120
	<i>Laboratory Analyses</i>	\$ <u>1,410</u>
	Subtotal: \$	8,840
3	Exploratory Trenching	
	<i>Labor</i>	\$ 1,800
	<i>Rental & Materials</i>	\$ 460
	<i>Subcontractors</i>	\$ <u>2,350</u>
	Subtotal: \$	4,610
4	Groundwater Assessment	
	<i>Labor</i>	\$ 2,030
	<i>Rental & Materials</i>	\$ 740
	<i>Subcontractors</i>	\$ 2,690
	<i>Laboratory Analyses</i>	\$ <u>620</u>
	Subtotal: \$	6,080
5	Reporting	
	<i>Labor</i>	\$ 11,130
	<i>Rental & Materials</i>	\$ <u>560</u>
	Subtotal: \$	11,690
GRAND TOTAL		\$ 36,220

ASSUMPTIONS & DETAILS:

(1) Assumptions and details of the proposed Scope of Work are included in SKA Proposal No. 1008-0012.P02A dated July 28, 2023.



AUTHORIZATION FOR SERVICES

PROJECT NAME Additional Subsurface Investigations
±11.7-Acre Buffalo Bayou South Bank Trail Property – Section 2
South Side of Buffalo Bayou from Jensen Drive to Tony Marron Park
Houston, Harris County, Texas 77003

PROPOSAL NO. 1008-0012.P02A

CLIENT ADDRESS Community Lattice
Attn: Ms. Danielle Getsinger
3302 Canal Street, Suite 32
Houston, Texas 77003

Hereby requests and authorizes SKA Consulting, L.P. (SKA) to perform the following services:

SCOPE:

Prepare a Quality Assurance Project Plan (QAPP), conduct additional subsurface investigations (including a delineation soil assessment, exploratory trenching, and a limited groundwater assessment), and prepare a Limited Phase II Environmental Site Assessment (ESA) and Release Determination Report (RDR) for Section 2 of the above-referenced subject property as outlined in SKA's attached letter Proposal No. 1008-0012.P02A dated July 28, 2023.

COMPENSATION:

To be on the basis of an estimated Time and Materials fee of **\$36,220.00** (Thirty-six thousand two hundred twenty and 00/100 U.S. Dollars) as outlined in SKA's attached letter Proposal No. 1008-0012.P02A dated July 28, 2023.

This fee is valid for 90 days from the date of this Proposal and assumes that all field services will be performed under safety Level "D" personal protective equipment (PPE) and that only one (1) site visit will be made by SKA personnel.

PAYMENT TERMS:

Full payment is due and payable upon delivery of the final report. In addition, if a draft report is requested, the fee is considered earned upon delivery of our draft report.

MISCELLANEOUS:

Services covered by this Authorization shall be performed per PROVISIONS attached to this form. Please initial acceptance of the provisions on the bottom of the attached page.

Approved for **CLIENT**

Accepted for **SKA Consulting, L.P.**

Signature

Name

Title

Date

Signature
Darrell R. Maudlin, P.G.

Name
Vice President/Senior Project Manager

Title
July 28, 2023

Date

PROVISIONS

Proposal No. 1008-0012.P02A

Date: July 28, 2023

1. AUTHORIZATION TO PROCEED

Signing this form shall be construed as authorization by the CLIENT for SKA to proceed with the work unless otherwise provided for in the Authorization.

2. RIGHT OF ENTRY

The CLIENT has authorization from the Owner or an Authorized Representative of the Owner to enter the Subject Property. Therefore, the CLIENT authorizes SKA to enter the Subject Property and perform the requested services outlined in this Authorization. The CLIENT hereby voluntarily consents to agents, contractors, subcontractors, officers, designees, and employees of SKA entering and having continued access to the Subject Property until completion of the scope of work outlined in this Authorization.

3. LABOR COSTS

In the event SKA's compensation is calculated by reference to SKA's Labor Costs, Labor Costs shall be the amount calculated by the number of hours actually worked by each of SKA's employees on CLIENT's Project, multiplied by an amount charged for each such employee's work, which is calculated by dividing each such employee's annualized, non-overtime compensation (whether salary or paid to such employee at an hourly rate, as the case may be) divided by 2,080 hours per year.

4. DIRECT EXPENSES

SKA's Direct Expenses shall be those costs incurred on or directly for the CLIENT'S Project, including but not limited to necessary transportation costs, including mileage at SKA's current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these EXPENSES shall be based on actual charges when furnished by commercial sources and based on usual commercial charges when furnished by SKA.

5. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for SKA's administrative costs.

6. COST ESTIMATES

Any cost estimates provided by SKA will be based on experience and judgment. However, since SKA has no control over market conditions or bidding procedures, SKA cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.

7. PROFESSIONAL STANDARDS

SKA shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in the CLIENT'S community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. SKA makes no other warranty, expressed or implied.

8. TERMINATION

The CLIENT or SKA may terminate this authorization by giving the other party 30 days written notice. In such an event, the CLIENT shall pay SKA in full for all work previously authorized and performed before the effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

9. LEGAL EXPENSES

In the event legal action is brought by the CLIENT or SKA against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions now created, the losing party shall pay the prevailing party such reasonable amounts for attorney's fees, costs, and expenses as may be set by the court.

10. PAYMENT TO SKA/INTEREST ON PAST-DUE AMOUNTS

Monthly invoices will be issued by SKA for all work performed under the terms of this Agreement. Invoices are due and payable on receipt. Interest at the rate of 1½% per month will be charged on all past-due amounts unless not permitted by law. Any interest charged or collected over the highest legal rate will be applied to the principal amount owing to SKA. Any collected interest exceeding the principal balance of the CLIENT'S indebtedness to SKA will be returned to the CLIENT. SKA and CLIENT intend to abide by all applicable laws regulating the maximum amount of interest that may be charged. To the greatest extent allowed by applicable law, the CLIENT and SKA agree that in the event the CLIENT and SKA enter into any compromise or settlement calling for the payment of past-due principal and accrued and unpaid interest on any past-due invoice, SKA may charge, and the CLIENT agrees to pay, interest on such combined past-due principal and accrued and unpaid interest amount (the "New Principal Balance") at the rate of 1½% per month or at the highest rate allowed by law, subject, as provided herein, to SKA's agreement to credit excess interest or return same to CLIENT after the New Principal Balance is paid.

11. LIMITATION OF LIABILITY

SKA's liability to the CLIENT for any cause or combination of causes in the aggregate will be the limits of SKA's applicable insurance coverage, including, but not limited to, SKA's errors and omissions insurance, also known as professional liability insurance, which together with SKA's umbrella insurance will be no less than \$1,000,000.00.

12. ADDITIONAL SERVICES

Services in addition to those specified in Scope will be provided by SKA if authorized in writing by the CLIENT. Additional services will be paid for by the CLIENT as indicated in the Letter Proposal, Task Authorization, or such other document as deemed appropriate by the CLIENT and SKA and which is referenced under Compensation.

13. SALES TAX

Applicable sales tax is not included in the proposed fee. Sales tax will be added to the invoice amount only where applicable.

14. TERMINATION FOR NON-PAYMENT OF FEES

SKA may terminate this contract by giving written notice if any SKA invoice remains unpaid for more than sixty (60) days. SKA's right to terminate this contract shall not be waived by SKA's continued performance during any period of investigation by SKA to determine the reasons for the CLIENT'S non-payment.

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

Client initial: _____

ATTACHMENT D

SKA PROPOSAL

*Subsurface Investigation and TCEQ Reporting,
Former Velasco Incinerator*

**TABLE 1
BUDGET ESTIMATE SUMMARY
TCEQ - VOLUNTARY CLEANUP PROGRAM
±4.56-ACRE FORMER CITY OF HOUSTON INCINERATOR SITE
BLOCKS 6, 7, 8, AND 9; 0 NORTH VELASCO STREET
HOUSTON, HARRIS COUNTY, TEXAS**

**Texas Commission on Environmental Quality
Voluntary Cleanup Program**

Site Assessment

SKA Task No.	Estimated Cost
1 Project/Site Management + TCEQ-VCP Regulatory Involvement (Year 1) - evaluation of project entered into the TCEQ's Voluntary Cleanup Program (VCP) for regulatory oversight - this Proposal herein only includes the first 1-year term for the TCEQ's regulatory oversight (up to 12-months). Additional, subsequent years (costs) will be required - includes regular communications, quarterly updates, periodic meetings, cost estimates, etc with TCEQ and Client as required for this first 1-year term - regulatory closure will be evaluated for Residential Land Use from the TCEQ-VCP (Remedy Standard B) - this task does not include any separate/additional fees incurred by the TCEQ for regulatory personnel, oversight, etc (to be direct-billed to Client from TCEQ)	\$ 20,000
2 Subsurface Investigations	
2A: Site Preparation / Land Clearing - subject property is 4.56-acres of unimproved/vacant land surrounded by a chain-link fence with gate. Approximately 3.7-acres is heavily wooded with trees and brush (dense ground cover and vegetation) - due to the entire property being heavily overgrown, access to drilling and sampling locations across the subject property is not possible - SKA proposes to conduct hydro-axe land clearing and mulching of all trees and brush to allow personnel and machinery site access for the onsite investigations - all cut and removed trees and brush (mulch) will be loaded, transported off-site, and disposed or recycled. No trash, debris, or other non-vegetation materials previously existing on the subject property (ie, trash, dumping materials, rock/concrete, drums, or other debris) will NOT be removed from the property or disposed off-site under this Scope of Work, herein. If present, and Client requests its removal and disposal, additional effort and costs (Out-of-Scope) will be required. - up to 7-days onsite for land clearing	\$ 121,500
2B: Soil Assessment - up to 20 soil borings are proposed to be installed across the subject property (maximum depth 25 feet below grade) (On-Site ONLY) - based on the initial analytical testing results, if additional soil assessment (ie, soil borings and soil sampling/testing) is required, additional effort and costs not included herein (Out-of-Scope) will be required. Therefore, SKA will provide the Client with an additional Out-of-Scope cost estimate, if necessary - soil borings installed on the subject property with a Geoprobe direct-push drilling rig - up to 40 soil samples selected from the soil borings to be analyzed in the testing laboratory - up to 40 soil samples analyzed for: TPH, VOCs, SVOCs, RCRA 8 Metals, and pH - up to 10 soil samples further analyzed for PCBs and Dioxins and Furans - up to 4 soil samples further analyzed for TPH Speciation (TX1006) and selected SPLP Metals - all analytical testing performed on a Standard turn-around-time of 10 business days - all soil borings will be immediately plugged and abandoned upon completion of all sampling activities (same day/mobilization) - up to 3-days drilling and sampling (3 days total onsite)	\$ 58,600
2C: Groundwater Assessment - up to 8 permanent groundwater monitoring wells are proposed to be installed on the subject property (maximum depth 40 feet below grade) (On-Site ONLY) - no off-site permanent groundwater monitoring wells are proposed under this Scope of Work herein. If additional permanent groundwater monitoring wells are required for horizontal and/or vertical delineation, additional effort and costs not included herein (Out-of-Scope) will be required. Therefore, SKA will provide the Client with an additional Out-of-Scope cost estimate, if necessary - all monitoring wells installed on the subject property with a truck-mounted hollow-stem-auger drilling rig - all monitoring wells installed with 2-inch diameter PVC well materials (2-foot by 2-foot concrete well pads and metal manway surface completions) - includes RPLS Survey (top of casing) for each of the 7 permanent monitoring wells installed onsite - up to three (3) soil samples selected from each boring to be analyzed in the testing laboratory. As a result, SKA proposes up to 24 soil samples will be analyzed - up to 8 groundwater samples collected from the 8 permanent monitoring wells to be analyzed in the testing laboratory - the groundwater samples will be collected via EPA-approved Low-Flow sampling methodologies - all soil and groundwater samples analyzed for TPH, VOCs, SVOCs, and RCRA 8 Metals, PCBs, and pH - all analytical testing performed on a Standard turn-around-time of 10 business days - up to 4-days drilling and up to 2 days groundwater sampling (6 days total onsite)	\$ 79,200
2D: Vapor-Intrusion (VI) Assessment - up to 6 shallow soil-vapor sampling points are proposed to be installed onsite, based on the soil and/or groundwater testing results - the shallow soil-vapor sampling points will be installed up to a maximum depth of 5 feet below existing grade - no soil or groundwater sampling or testing will be performed under this task - up to 6 soil-vapor samples will be collected to be analyzed in the testing laboratory - up to 6 soil-vapor samples analyzed for VOCs - all analytical testing performed on a Standard turn-around-time of 10 business days - all borings will be immediately plugged and abandoned upon completion of all sampling activities - up to 1-day drilling and up to 1 day soil-vapor sampling (2 days total onsite)	\$ 17,700
2E: Investigative-Derived Waste (IDW) Characterization + Off-site Disposal - the results of Tasks 2B, 2C, and 2D proposed above will generate soil cuttings and purged groundwater from the drilling and sampling activities - SKA estimates up to 48 drums of IDW (40 soil + 8 water) will be generated and temporarily stored onsite pending waste classification for offsite disposal - SKA will collect up to three (3) waste characterization samples from the drums for laboratory testing (2 soil samples + 1 water sample) - SKA assumes up to 48 drums will be classified and disposed off-site at a TCEQ-permitted facility as Non-Hazardous Waste - ultimate waste classification is based on landfill/disposal facility review and approval of the waste profile and laboratory analytical testing - All wastes (up to 48 drums) will be profiled and manifested for off-site disposal	\$ 13,000
3 TCEQ-VCP Reports - includes one (1) TCEQ-required Affected Property Assessment Report (APAR) - includes one (1) TCEQ-required Drinking Water Survey Report (DWSR) - per VCP Application + Agreement, the APAR is currently due to the TCEQ-VCP by June 30, 2024 - includes submittal to the TCEQ-VCP for their review (approx. 45 to 90-day review period) - does not include any APAR responses, amendments, updates, additional data, or subsequent letters/reports which the TCEQ may request after their initial review	\$ 60,000

GRAND TOTAL:	\$ 370,000
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REQUEST FOR BOARD ACTION – Approval for CEO and President to Execute a MOU with Houston Community Land Trust (HCLT) for architectural services.

Meeting Date: January 11, 2024

Agenda Item VII b: Consideration and Possible Action to Authorize the CEO/President to Execute a Memorandum of Understanding (MOU) between the Houston Land Bank and The Houston Community Land Trust for the use of procured architectural services for the joint missions of both HLB and the HCLT.

ACTION SUMMARY

The primary purpose of this agreement is to allow HCLT to authorize the use of HLB-procured architects for the creation of five (5) parcel architectural plans. These plans, developed through a community-engaged design exercise led by HLB, include one (1) bedroom home design, two (2) two-bedroom two (2)-story home designs, and two (2) two-bedroom one (1)-story home designs. The selected designs will be set at a price point directly serving HCLT clientele and will undergo a plan review by the City of Houston.

BACKGROUND/OVERVIEW

The MOU aims to facilitate collaboration between HLB and HCLT to address affordable housing needs. HCLT will leverage HLB-procured architects for the creation of architectural plans for single-family homes, promoting community engagement in design.

Both parties have the right to fifteen (15) uses of each selected plan. They are responsible for internal tracking of plan usage. Unauthorized usage may result in liability for intellectual property claims, with mutual indemnification between the parties. HCLT will remit \$35,000 to HLB for each plan secured under the agreement.

The partnership between HLB and HCLT represents a significant step forward in addressing the critical need for affordable housing in communities across the country. By leveraging their respective strengths and expertise, both organizations are poised to make a meaningful impact in the lives of low-income families and individuals, providing safe and sustainable housing options that promote community engagement and development.



REQUEST FOR BOARD ACTION

Meeting Date: January 1, 2022

Agenda Item VII c: Consideration and Possible Action to Approve the Proposed FY 2024 Budget Mid-Year Revision.

ACTION SUMMARY

Approval of this item will approve HLB's Proposed FY 2024 Preliminary Budget for submittal to the City of Houston as required by City of Houston requirements for local government corporations. Note this is not the final FY 2024 budget, which is to be brought forward for Board approval before the current fiscal year ends June 30.

BACKGROUND/OVERVIEW

City of Houston Administrative Procedure 2-10 requires all local government corporations created to support City operations or programs to submit a draft budget for the upcoming fiscal year by March of each year to the City's Finance Department. As indicated in the summary above, the draft budget is not the final HLB budget for FY 2024. The final budget is to be presented for Board approval and is likely to include adjustments to the draft budget (note annual reimbursements from the City via the Housing and Community Development Department are not set until October of each year, in the fiscal year's second quarter). HLB is subject to the City requirements; in response, staff have developed a Proposed HLB FY 2024 Preliminary Budget.

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

The FY 2024 Preliminary Budget is summarized on the following page. a PowerPoint presentation is also being shared with the Board. Highlights include:

Total projected revenues are \$5,301,856.

Total projected expenditures are \$4,948,106.

Projected change in net assets or increase in fund balance is \$353,750.

Houston Land Bank
Preliminary Budget Summary

	FY2024
Revenue	
HLB Traditional Disp Proceeds	\$ 1,000,000
A&D Disposition Proceeds	852,670
Operational Reimbursement	1,924,186
Administrative Fees	112,500
Interest Income	2,500
Outside Sources Other (Grants & 501c3)	1,410,000
Total Revenue	\$ 5,301,856
Expense	
Salaries & Fringe	\$ 1,057,521
Legal Fees	122,930
Professional Services	176,840
Lot Maintenance	377,000
Software & Subscriptions	40,860
Office Rent	45,150
Other	103,885
Grant & 501c3 Expenditures	1,410,000
HLB Traditional Acquisitions	510,000
HLB Traditional Disposition Cost	701,250
NHDP Disposition Cost	402,670
Total Expense	\$ 4,948,106
Net Income (loss):	\$ 353,750





REQUEST FOR BOARD ACTION – Approval of Phase II Environmental Assessment Proposal for Kashmere Gardens/Fifth Ward Sites

Meeting Date: January 11, 2024

Agenda Item VII d: Consideration and Possible Action to approve the authorization of HLB for the engagement of Phase Two environmental assessment services for properties located in Kashmere Gardens/Fifth Ward Sites.

ACTION SUMMARY

HLB seeks to execute a proposal for \$51,000 to conduct environmental testing for Kashmere Gardens. ESE Partners must conduct soil sampling, as the EPA-approved sampling plan was intricately designed in alignment with ESE's proposed scope, standard operating procedures, and stringent quality control measures. Their specific expertise and familiarity with the outlined plan make them the most qualified entity to carry out this critical investigation.

BACKGROUND/OVERVIEW

Houston Land Bank (HLB; the Client) has requested assistance from ESE with the environmental assessment of the Kashmere Gardens Target Area, consisting of seventeen (17) lots located east of IH 69 and north of IH 10 in Houston, Harris County, Texas (the Site) through the performance of Phase II Environmental Site Assessments (Phase II ESAs). The Phase II ESAs are being proposed to assess site conditions at the seventeen (17) lots due to the proximity of the former Houston Wood Preserving Works site owned by Union Pacific Railroad and other environmentally impaired properties in the area. Chemicals of concern (COCs) potentially present within the Kashmere Gardens Target Area include the following:

- Polychlorinated Dibenzodioxins and Polychlorinated Dibenzofurans (Dioxins and Furans)
- Semivolatile Organic Compounds (SVOC)
- Volatile Organic Compounds (VOC)
- RCRA 8 Metals

The proposed utilization of the EPA grant will fully fund the proposal.



Phase II ESA Proposal
Kashmere Gardens Target Area
(Seventeen Lots)
Houston, Harris County, Texas

November 21, 2023



www.esepartners.com



November 21, 2023

Ms. Christa Stoneham
Houston Land Bank
PO Box 2549
Houston, Texas 77252

**RE: Phase II Environmental Site Assessment Proposal
Kashmere Gardens Target Area - Seventeen Lots
Houston, Harris County, Texas
Document No.: PROP-23-1452-002 Rev 0**

Dear Ms. Stoneham,

Environmental Science & Engineering Partners LLC (ESE Partners; ESE) is pleased to submit this proposal for the above-referenced property. This proposal identifies the scope of the work to be performed as well as the tasks necessary for its successful completion.

If you have any questions or concerns, please contact me at 281.501.6100 or by email at jason@esepartners.com.

Sincerely,

ESE PARTNERS, LLC

A handwritten signature in blue ink, appearing to read "Tim O'Neil", with a horizontal line underneath.

Tim O'Neil, P.E.
Principal Engineer

The Issue:

Houston Land Bank (HLB; the Client) has requested assistance from ESE with the environmental assessment of the Kashmere Gardens Target Area, consisting of seventeen (17) lots, located east of IH 69 and north of IH 10 in Houston, Harris County, Texas (the Site) through the performance of Phase II Environmental Site Assessments (Phase II ESAs). The Phase II ESAs are being proposed to assess site conditions at the seventeen (17) lots due to the proximity of the former Houston Wood Preserving Works site owned by Union Pacific Railroad, and other environmentally impaired properties in the area. Chemicals of concern (COCs) potentially present within the Kashmere Gardens Target Area include the following.

- Polychlorinated Dibenzodioxins and Polychlorinated Dibenzofurans (Dioxins and Furans)
- Semivolatile Organic Compounds (SVOC)
- Volatile Organic Compounds (VOC)
- RCRA 8 Metals
- pH

The seventeen (17) lots included in the Kashmere Gardens Target Area and the subject of the proposed Phase II ESA scope of work are identified as follows.

0 Lucille Street 2	3306 Wayne Street	3016 Cactus Street
3102 Kirk Street	3711 Lelia Street	3202 Cactus Street
3101 Kirk Street	3714 Lucille Street	3307 Brewster Street
0 Leffingwell	3027 Cactus Street	3115 Brill Street
0 Stamp	0 Des Chaumes	3204 Lelia Street
3210 Roland Street	0 Lucille Street	

The Solution:

ESE proposes to perform the Phase II ESA activities necessary to confirm or deny the presence of COCs in shallow soil at the Site. The proposed Phase II ESA scope of work has been designed in accordance with the United States Environmental Protection Agency (USEPA) approved Quality Assurance Project Plan (QAPP) to determine if TRRP PCL exceedances exist at the Site.

The specific Phase II ESA scope of work for each individual lot is detailed in the respective Sampling and Analysis Plans included in the QAPP. The proposed Phase II ESA scope of work is similar for each individual lot, with the exception of proposed soil boring locations, and consists of advancing four (4) soil borings evenly distributed across the lot to a depth of 1-foot below ground surface (bgs) using a stainless-steel hand auger or similar equipment. Soil samples collected from each of the four (4) soil boring locations will be composited into one (1) representative composite soil sample for analysis of Dioxins/Furans by EPA Method 8290, SVOC by EPA Method 8270, RCRA 8 Metals by EPA Method 6020/7471, pH, and moisture. Additionally,

one discrete soil sample will be collected from one of the four soil boring locations for analysis of VOC by EPA Method 8260.

Industry standard decontamination procedures will be utilized during sampling activities to prevent possible cross contamination. Soil samples will be placed in clean laboratory supplied containers, placed in a cooler and packed in ice until delivered to the analytical testing laboratory. Proper chain of custody procedures will be maintained for all soil samples delivered to the lab. Soil results will be compared to TCEQ TRRP PCLs, in accordance with 30 TAC §350.

In accordance with the EPA approved QAPP, the proposed scope of work includes the following quality control samples.

- One (1) trip blank per cooler delivered to lab - analyzed for VOC
- One (1) temperature blank per cooler delivered to lab – measured for temperature
- One (1) field duplicate sample per day of sample collection (assumed to include up to 5 separate lot samples) – analyzed for dioxins/furans, SVOC, VOC, RCRA 8 Metals, and pH

Investigation-derived waste (IDW), if any, will be collected and containerized in properly labeled drums. Drums will be stored on-site pending receipt of laboratory analytical results and completion of proposed Phase II ESA activities. Characterization samples will be collected from soil IDW drums and analyzed for TPH, RCI, pH, and TCLP suite of analyses which includes VOC, SVOC, and RCRA 11 metals. IDW transportation and disposal *is not* included in the proposed scope of work. IDW transportation and disposal will be proposed under a separate scope of work and cost estimate, if necessary.

Reporting

ESE will provide the Client with a separate Phase II ESA report for each lot summarizing field activities, interpretation of laboratory analytical results, and conclusions. The reports will also include a site map, sample location map, summary analytical data tables, and laboratory analytical reports.

Investment and Schedule

ESE will perform the proposed scope of work detailed in this document on a time and material basis for an estimated cost of **\$51,000**. The total estimated project cost is based on an estimated unit rate cost of **\$3,000** per lot, inclusive of site assessment activities and Phase II ESA report preparation (\$3,000 per lot X 17 lots = \$51,000).

The proposed Phase II ESA scope of work will be initiated immediately upon receipt of authorization to proceed. It is anticipated that up to five (5) individual lots will be sampled per day of field activities. Laboratory analytical results are expected to be received within approximately 14 business days (3 weeks) from date samples are submitted to the lab (based on laboratory turnaround time for dioxins/furans analysis). ESE anticipates submittal of draft Phase II ESA reports for the individual lots within 2 weeks of receipt of final analytical results.

Terms and Conditions

- This proposed scope of work is not intended to delineate any potential COCs identified in soil;
- The Client and/or the Site owner is responsible for securing all necessary permission and authorization to access the Site and all sampling locations;
- The proposed scope of work assumes that all proposed soil boring locations are accessible and free of obstructions and standing water;
- ESE will not be responsible for damage to underground utilities that were not marked by the appropriate utility locating contractor or, if such damage could not have been reasonably avoided by ESE in the exercise of reasonable care;
- This proposal does not include drilling through reinforced concrete or stabilized base. In the event these materials are encountered, additional cost may apply;
- Based on the field duplicate frequency established in the QAPP (1 per 20 samples collected or 1 per day of sampling, whichever is less) and the anticipated assessment progress of up to five (5) lots per day, it assumed that up to four (4) field duplicate samples will be submitted to the lab for analysis.
- Workdays will be Monday through Friday, assuming a 10-hour day while performing field work;
- All invoices for professional services performed by ESE will be due upon receipt; and
- This proposal assumes a single mobilization and is valid for 30 days.

Authorization

If this proposal meets your approval, please sign the work authorization below and email to Mr. Tim O'Neil tim@esepartners.com. If you have any questions pertaining to this proposal, please call Mr. O'Neil at 281.501.6100.

I hereby authorize ESE Partners, LLC to perform the specific activities described in ESE Document No.: PROP-23-1452-002 Rev 0.



Authorized Signature

Christa Stoneham
Chief Executive Officer & President
Houston Land Bank

12 / 29 / 2023

Date



REQUEST FOR BOARD ACTION –Approval to Execute an Insurance Policy covering the Velasco Incinerator Site in an amount not to exceed \$150,000.00.

Meeting Date: January 11, 2024

Agenda Item VII e: Consideration and Possible Action to Authorize the CEO/President to Execute an Insurance policy not to exceed \$150,000 for the former Velasco Incinerator Site

ACTION SUMMARY

Houston Land Bank (HLB) has undertaken the Velasco Incinerator Project, a critical initiative for environmental restoration and community development. As part of our commitment to responsible project management, risk mitigation, and compliance, we propose the purchase of an environmental insurance policy.

BACKGROUND/OVERVIEW

Beazley's policy provides substantial coverage over a 5-year term, aligning with the Velasco Incinerator Project's timeline and potential risks. Given the nature of our projects and potential environmental challenges, securing this insurance is crucial in proactively mitigating risks and ensuring responsible project management. The estimated premium of \$132,000 is considered reasonable and well-aligned with market standards for such comprehensive coverage.

While the estimated premium is \$132,000, we propose a not-to-exceed authorization of \$150,000. This provides flexibility in negotiations and accommodates any potential changes in the estimated premium during the negotiation process. We recommend holding \$100,000 in an interest-bearing account to ensure swift response to any potential claims. This proactive approach allows us to address claims promptly, demonstrating our commitment to effective risk management.

Adaapta, a sub-consultant of Community Lattice, specializes in environmental insurance and risk mitigation. HLB approved \$5,000.00 towards this effort to aid in negotiating environmental insurance terms and conditions. This included addressing exclusion clauses and determining underwriting amounts. Their expertise will be instrumental in ensuring comprehensive coverage and managing potential risks associated with the Velasco Incinerator Project.



REQUEST FOR BOARD ACTION – Action to enter Executive Session to Discuss the Authorization of the HLB Board Chair to enter Negotiations of the Employment Package for the Chief Executive Officer of the HLB.

Meeting Date: January 11, 2024

Agenda Item VII f : Consideration and Possible Action to Grant Authorization to the Chairman of HLB for the negotiation of the Employment Package for the Chief Executive Officer of the Houston Land Bank.

ACTION SUMMARY

The primary purpose of this action is to allow for the Houston Land Bank Board Chair to commence the negotiation of an employment package and agreement for the Chief Executive Officer of the Houston Land Bank, as the original agreement has expired.

BACKGROUND/OVERVIEW

The Houston Land Bank Board Chair, under HLB policies and procedures, is responsible for the facilitation and oversight of the employment of the Chief Executive Officer for HLB. In order for the Board Chair to commence discussions and negotiations for the employment package to include terms and conditions of employment, salary, benefits, and the like, the board must approve the start of the discussions.