

**DOWNTOWN REDEVELOPMENT AUTHORITY REINVESTMENT ZONE NUMBER THREE,
CITY OF HOUSTON**

APPLICATION FOR REIMBURSEMENT FOR PUBLIC IMPROVEMENTS

APPLICATION

Submit one copy of this form to:

Ryan Leach
Executive Director
rleach@downtowntirz.com

Date: _____

Name of Builder/Developer: _____

Name of Property Owner _____
(If different from above):

Contact Person: _____

Title: _____

Address: _____

Day Telephone: _____ Fax: _____

Alternate Telephone: _____ Email: _____

Applicant is a: Sole Proprietorship Corporation Partnership
 Other, Please Explain _____

1. List all directors or partners of Applicant:

2. Is the applicant current on the payment of all taxes/assessments (i.e., City, County, School District, sales, etc.)?

Yes No

If no, explain _____

3. Are there any judgements or lawsuits pending against applicant or owner?

Yes No

If yes, explain _____

4. Are there any liens on subject property?

Yes No

If yes, explain _____

5. Has applicant ever received funds from DRA/ TIRZ #3?

Yes No

If yes, list project name and completion date. _____

6. PROJECT NAME: _____

7. PROJECT LOCATION: _____

Physical Address: _____

Legal Description: _____

HCAD Account Number(s): _____

Applicant:

Owner Leases Has a contract or option to purchase the Project Site

8. PROJECT VALUE:

Current Appraised Value of Property: \$ _____

Estimated Total Construction Cost: \$ _____

Estimated Appraised Value after
Completion: \$ _____

9. CONSTRUCTION SCHEDULE:

Estimated start date:

Project: _____ Public Improvements: _____

Estimated completion date:

Project: _____ Public Improvements: _____

10. NAMES OF PROFESSIONAL CONSULTANTS:

Architect: _____

Engineer: _____

Landscape Architect: _____

Attorney: _____

Others: _____

11. Amount (Percentage) of MWDBE participation in entire Project: _____

12. TYPE OF PROJECT (check all uses that apply)

Retail/Restaurant _____
Square Feet Anticipated and/or existing businesses: _____

Residential Multi-family Single Family

_____ Number of units

_____ Square Footage of units
_____ Estimated sale/rental price per unit

Office

_____ Number of Floors
_____ Net Leasable Area (sq. ft.)
Anticipated or existing occupants: _____

Parking _____ Number of Spaces
Surface Lot _____ Square feet
Parking Garage _____ Number of Floors
_____ Square feet per floor

Hotel
_____ Number of Floors

Number of Rooms
Meeting Space (sq. ft.)

Other (please describe)

13. TYPE OF CONSTRUCTION:

- New Construction, Undeveloped Site
- New Construction, Demolition of Existing Structure(s)
- Renovation/Rehabilitation of Existing Structure(s)
- Addition to Existing Structure

14. How is the Project being financed (excluding portion for which TIRZ assistance is being requested)? Disclose all sources and amounts.

15. Total Cost of entire Project \$ _____

Attach a copy of the budget for the entire project.

TIRZ ASSISTANCE REQUESTED FOR PUBLIC IMPROVEMENTS:

(No reimbursement will be made for improvements other than those made in the public right-of-way.)

(Attach a detailed description of all public improvements)

	<u>Number of Units/ Square or Linear Feet</u>	<u>Cost</u>
Site Work		
Demolition & Removal	_____	\$ _____
Grading	_____	\$ _____
Streets		
Paving	_____	\$ _____
Curbs	_____	\$ _____
Sidewalks	_____	\$ _____
Driveways	_____	\$ _____
Plants/Landscaping		
Street Trees	_____	\$ _____
Shrubs/Ground Cover	_____	\$ _____
Benches	_____	\$ _____
Irrigation System	_____	\$ _____
Trash Receptacles	_____	\$ _____
Street Lights	_____	\$ _____
Other		
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
TOTAL ESTIMATED COST OF PUBLIC IMPROVEMENTS		\$ _____
TOTAL AMOUNT REQUESTED FROM TIRZ		\$ _____

The Downtown Redevelopment Authority must approve all improvements, changes, or substitutions prior to construction to qualify for reimbursement.

16. ATTACH COPIES OF THE FOLLOWING TO THIS APPLICATION:

Plans and Specifications for the Project and Public Improvements

Detailed description of public improvements, including hard and soft costs

Drawings or photographs of Project

Description of Applicant's experience in developing similar projects

17. OTHER ASSISTANCE:

Is a variance being requested from the City of Houston Planning Department for this proposed project?

Yes No

If yes, please list the specific variances being requested.

18. Is a historic tax exemption being requested (or has been granted)?

Yes No

If yes, granted by/requested from what agency? _____

Duration of exemption _____

Please provide copies of documents.

19. Are any tax abatements, exemptions or rebates being requested (or have been granted)?

Yes No

If yes, granted by/requested from what agency? _____

Duration of exemption _____

Please provide copies of documents.

INSURANCE – The Applicant will maintain insurance coverage during the term of an Agreement with the Authority as provided in Schedule A attached hereto.

OPEN RECORDS LAWS – This application is subject to the Texas Open Records Act. The Authority will protect the confidentiality of the information contained herein to the extent permitted by law.

If you have any questions, please contact Ryan Leach, Executive Director at (713) 752-0827 or rleach@downtownirz.com.

I hereby certify that the information contained in the application is true and correct to the best of my knowledge.

I hereby warrant that all construction will be accordance with the City of Houston Building Codes; that work will not commence on items eligible for reimbursement until plans have been submitted to and approved by the Board of Directors of the Authority and the City of Houston Director of Planning and Development; and that all costs must be documented at the time reimbursement is requested.

To the best of my knowledge, no member of the Board or Directors or employee of the Downtown Redevelopment Authority would have any financial interest, direct or indirect, in any assistance which may provide to the applicant (or any of its affiliates) for the project described herein.

Developer's Signature

Date

DOWNTOWN REDEVELOPMENT AUTHORITY

Date Received: _____

DRA / TIRZ NO 3 BOARD RECOMMENDATION:

Date: _____

Action: _____

Schedule A

INSURANCE

The Applicant shall obtain and maintain insurance coverage continuously during the term of an Agreement, and the Authority shall cause each of its subcontractors to maintain insurance coverage during the term of an agreement in accordance with the terms of this schedule through any combination of primary and excess coverage and, in the case of "claims made" coverage, for an additional two years thereafter.

1 Risks and Limits of Liability. The insurance required by this schedule shall insure against the following risks in at least the following amounts:

<u>Coverage</u>	<u>Limit of Liability</u>
Workers' Compensation	Statutory
Employer's Liability	Bodily injury by Accident \$100,000 (each accident) Bodily injury by Disease \$500,000 (policy limit) Bodily injury by Disease \$100,000
Commercial General Liability: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations (for a period of one year after completion of work)	Bodily Injury and Property Damage, Combined Limits of \$500,000 each Occurrence and \$1,000,000 Aggregate
Automobile Liability Insurance (for vehicles used in performing under this Agreement, including Employer's Non-Ownership and Hired Auto Coverage)	\$500,000 Combined Single Limit per Occurrence
Professional Liability Coverage (for professional service contract only)	\$500,000 per claim \$1,000,000 aggregate

Defense costs are excluded from the face amount of the policy.

Aggregate Limits are per 12-month policy

2 Forms of Policies. The Authority may approve the form of the insurance policies, but nothing the Authority does or fails to do relieves the Applicant of its obligation to provide the required coverage under this Agreement.

C. Issuers of Policies. The issuer of each policy shall have a certificate of authority to transact insurance business in the Texas or a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of *Best's Key Rating Guide, Property-Casualty United States*.

D. Insured Parties. Each policy, except those for Worker's Compensation, Employer's Liability, and Professional Liability, must name the City of Houston (the "City") and the Authority (and its officers, agents, and employees) as additional insured parties on the original policy and all renewals or replacements.

E. Deductibles. The Applicant shall be responsible for and bear (or shall contract with each applicable contractor to bear and assume) any claims or losses to the extent of any deductible amounts and waives (and shall contract with each contractor to waive) any claim it may have for the same against the City and the Authority, its officers, agents, or employees.

F. Cancellation. Each policy must state that it may not be canceled, materially modified, or non-renewed unless the insurance company gives the Authority and the Planning Director of the City 30 days' advance written notice. The Applicant shall (and shall contract with each subcontractor to) give written notice to the Authority and the Planning Director within five days of the date on which total claims by any party against such person reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.

G. Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, the Authority, their officers, agents, or employees.

H. Primary Insurance Endorsement. Each policy, except Workers' Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the additional insured with respect to claims arising under this Agreement.

I. Liability for Premium. The Applicant shall pay, (or shall contract with subcontractors to pay) all insurance premiums for coverage required by this schedule, and the City and the Authority shall not be obligated to pay any premiums.

J. Subcontractors. Notwithstanding the other provisions of the schedule, the amount of coverage contracted to be provided by subcontractors shall be commensurate with the amount of the subcontract, but in no case less than \$100,000 per occurrence. The Applicant shall provide (or shall contract with subcontractors to provide) copies of insurance certificates to the Planning Director and the Authority.

K. Proof of Insurance. Promptly after the execution of this Agreement and from time to time during the term of this Agreement at the request of the Planning Director or the Authority, the Applicant shall furnish the Planning Director and the Authority with certificates of insurance maintained by the Applicant in accordance with this schedule along with an affidavit from the Applicant confirming that the certificates accurately reflect the insurance coverage maintained. If requested in writing by the Planning Director or the Authority, the Applicant shall furnish the City or the Authority with certified copies of the Applicant's actual insurance policies. Failure of the Applicant to comply with the requirements of this schedule shall

constitute an event of default and the Authority, at its sole discretion, may (1) suspend performance by the Authority hereunder and begin procedures to terminate this Agreement for default or (2) purchase the required insurance with Authority funds and, deduct the cost of the premiums from amounts due to the Applicant under this Agreement. The Authority shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

L. Other Insurance. If requested by the Authority, the Applicant shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to the Applicant's operations under this Agreement.