

**INTERLOCAL DEVELOPMENT AGREEMENT
BETWEEN HARRIS COUNTY IMPROVEMENT DISTRICT NO. 23 AND
FIFTH WARD REDEVELOPMENT AUTHORITY**

THIS DEVELOPMENT AGREEMENT ("Agreement"), dated effective as of ~~8/11/20~~ 8/11/20, (the "Effective Date"), is made in Harris County, Texas, by and between HARRIS COUNTY IMPROVEMENT DISTRICT NO. 23, a municipal management district and political subdivision of the State of Texas (the "District"), and FIFTH WARD REDEVELOPMENT AUTHORITY, a not for profit local government corporation organized and existing under the laws of the State of Texas (the "Authority"), (individually referred to a "Party" and collectively as "Parties").

RECITALS

WHEREAS, by Ordinance No. 1999-766, adopted on July 21, 1999, the City of Houston, Texas (the "City"), created Reinvestment Zone Number Eighteen, City of Houston, Texas (the "Zone") pursuant to Chapter 311, Texas Tax Code (the "Act") pursuant to a preliminary Reinvestment Zone Financing Plan for the Zone; and

WHEREAS, the Board of Directors of the Zone adopted a Project Plan and Reinvestment Zone Financing Plan for the Zone, and by Ordinance No. 1999-795, adopted on July 28, 1999, the City approved the Project Plan and Financing Plan, which was amended by the Amended Project Plan and Reinvestment Zone Plan for the Zone adopted and approved by the City by Ordinance No. 2008-766, adopted on September 3, 2008; the Second Amended Project Plan and Reinvestment Zone Plan for the Zone adopted and approved by the City by Ordinance No. 2015-1207, adopted on December 2, 2015; and the Third Amended Project Plan and Reinvestment Zone Plan for the Zone adopted and approved by the City by Ordinance No. 2019-992, adopted on December 4, 2019, (collectively, the "Project and Financing Plan"); and

WHEREAS, by Resolution No. 2001-23, adopted on May 9, 2001, the City authorized the creation of the Authority to aid, assist, and act on behalf of the City and the Zone in the implementation of the Project Plan and Financing Plan; and

WHEREAS, the City, the Zone, and the Authority each approved an agreement (the "Tri-Party Agreement"), approved by Ordinance No. 2007-849 adopted on July 18, 2007, whereby the Authority agrees to provide for the management and administration of the Zone and the implementation of the Project and Financing Plan; and

WHEREAS, the Tri-Party Agreement authorizes the Authority to enter into a development agreement with a third-party relating to the development, construction, remodeling or rehabilitation of a project or projects included in the Project and Financing Plan, subject to approval by the City's Chief Development Officer; and

WHEREAS, the Authority has determined that it is in its best interests to enter into this Agreement with the District in connection with the financing, acquisition, design and construction of certain public improvements more particularly described on the attached Exhibit A (the "Public Improvement") located within the boundaries of the District, which improvements are included in the Project and Financing Plan; and

WHEREAS, the Authority has determined that the Public Improvements Costs are eligible under the Act; and

WHEREAS, the District has entered into that certain Development Financing Agreement dated as of March 31, 2017 (the "Development Financing Agreement"), with KBRN, LP, a Texas limited partnership ("KBRN"), whereby the District has agreed to reimburse KBRN for funds advanced to finance the Public Improvements;

WHEREAS, concurrently with the execution of this Agreement, the Authority has entered into that certain Community Benefits Agreement (the "Community Benefits Agreement") with the City, KBRN and East River Property Owners Association, an nonprofit corporation (the "Association"), whereby KBRN and the Association agree to provide for a coordinated effort with the City and the Authority to maximize certain community benefits (the "Community Benefits") of the Development to the residents of the Fifth Ward area; and

WHEREAS, the District and the Authority now wish to enter into this Agreement for the purpose of, among other things, reimbursing the District for funds paid by or on behalf of the District for the purpose of financing, acquiring, designing, developing and constructing the Public Improvements;

NOW THEREFORE, and in consideration of the mutual promises, covenants, benefits, and obligations herein described, the District and the Authority hereby agree to the terms and conditions of this Agreement.

ARTICLE I GENERAL TERMS

A. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated for all purposes.

B. Definitions and Terms. Terms not defined herein have the meanings assigned to them under the Tri-Party Agreement. The terms "Act," "Agreement," "Authority," "City," "Effective Date," "Public Improvements," and "Tri-Party Agreement" have the meanings given to such terms in the Recitals, and the following terms have the following meanings:

1. “Annual Authority Payment” means a sum of money payable by the Authority annually to the District equal to 85% of the Project Tax Increment, as limited from time to time pursuant the Maximum Reimbursement Amount.

2. “Annual Project Captured Appraised Value” shall mean the total appraised value of all real property taxable by the City and located in the Project Area as of January 1 of any year less the total appraised value of all real property taxable by the City and located in the Project Area as of January 1, 2020.

3. “Bonds” means the bonds, notes, loans or any other evidences of indebtedness issued or incurred by the District from time to time, secured by the Annual Authority Payment, for the purpose of paying or reimbursing a developer for the Public Improvements Cost, including any bonds, notes loans or other evidences of indebtedness issued or incurred to refund such bonds.

4. “Cumulative Project Appraised Value” the total investment in the Project Area in both public and private improvements, which amount shall be deemed to be from time to time the cumulative appraised value of the Project Area, less the total appraised value of all real property taxable by the City and located in the Project Area as of January 1, 2020, each as certified by the Harris County Appraisal District.

5. “Financing Costs” means fees and expenses relating to Bonds or funds borrowed by or advanced to or on behalf of the District to pay for the Public Improvements Costs, including interest, debt service, a debt service reserve fund and reasonable and necessary costs of issuance.

6. “Maximum Reimbursement Amount” means the lesser of i) Public Improvement Costs or ii) initially \$25,000,000, which amount will increase by an additional \$25,000,000 for each \$500,000,000 increase in the Cumulative Project Appraised Value, up to a maximum aggregate amount of 85% of each annual Project Tax Increment through the end of the Term. For purposes of clarity, the Authority shall not be obligated to pay any portion of the Annual Authority Payment in excess of each successive \$25,000,000 “benchmark ceiling” until the corresponding \$500,000,000 increase in Cumulative Project Appraised Value has been reached; provided, however, upon achieving the corresponding \$500,000,000 increase in Cumulative Project Appraised Value, the Authority shall pay to the District any previously withheld portion of the Annual Authority Payment.

7. “Project Area” means the boundaries of the District.

8. "Project and Financing Plan" means the Project Plan and Financing Plan adopted by the City, the Zone and the Authority, as may be amended from time to time, subject to the limitations of this Agreement.

9. "Project Tax Increment" means the amount of ad valorem property taxes collected each year by the City (and no other taxing authority) on the Annual Project Captured Appraised Value and deposited by the City into the Authority's Tax Increment Fund, other than a proportionate share of the funds required to be used to pay City Administrative Fees, City Affordable Housing Set-Aside payments, City Municipal Services Fees, and any other administrative fees that are applicable to the Project Area.

10. "Project Revenue Fund" the fund established by the District into which the Authority Annual Payments are deposited together with any interest collected on those deposits.

11. "Public Improvements Costs" means all costs of acquisition, design, development, construction and financing of the Public Improvements paid by or on behalf of the District, including (i) the acquisition cost of any land that is part of the Public Improvements; (ii) all costs of design, engineering, materials, labor, construction, testing and inspection and other services arising in connection with the design and construction of the Public Improvements; (iii) all payments arising under any contracts entered into for the design or construction of the Public Improvements; (iv) all costs incurred in connection with obtaining governmental approvals, certificates and permits required in connection with the construction of the Public Improvements, including the legal, engineering, environmental, and other consultant fees and expenses related to the design and construction of the Public Improvements and the drafting and negotiation of the District's application to the City and this Agreement; and (v) Financing Costs.

12. "Term" means the period of time commencing with the Effective Date and terminating upon the earlier of the date on which i) the Maximum Reimbursement Amount has been paid to the District, or ii) December 31, 2049, whichever is earlier.

ARTICLE II REPRESENTATIONS

A. Representations of the Authority. The Authority hereby represents to the District that as of the Effective Date:

1. The Authority is a duly created and existing local government corporation created pursuant to Chapter 431 of the Texas Transportation Code and

is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

2. The Authority has the power, authority and legal right under the laws of the State of Texas to enter into and perform this Agreement and the execution, delivery and performance hereof (i) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (ii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Authority under any agreement or instrument to which the Authority is a party or by which the Authority or its assets may be bound or affected.

3. This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the Authority, enforceable in accordance with its terms except to the extent that (i) the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights and (ii) certain equitable remedies including specific performance may be unavailable.

4. The execution, delivery and performance of this Agreement by the Authority do not require the consent or approval of any person which has not been obtained.

B. Representations of the District. The District hereby represents to the Authority that as of the date hereof:

1. The District is a duly created and existing municipal management district and political subdivision of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

2. The District has the power, authority and legal right under the laws of the State of Texas to enter into and perform this Agreement and the execution, delivery and performance hereof (i) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (ii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the District under any agreement or instrument to which the District is a party or by which the District or its assets may be bound or affected.

3. This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the District, enforceable in

accordance with its terms except to the extent that (i) the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights and (ii) certain equitable remedies including specific performance may be unavailable.

4. The execution, delivery and performance of this Agreement by the District do not require the consent or approval of any person which has not been obtained.

ARTICLE III DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS

A. Design. All facilities to be constructed as a part of the Public Improvements will be designed by a licensed and registered professional engineer or landscape architect retained by the District (the "Engineer"). The design of the Public Improvements will be subject to the review and approval of all governmental entities with jurisdiction, including, without limitation, Harris County and the City of Houston. Subject to the terms of this Agreement, the phasing, timing, development and construction of the Public Improvements shall be determined by the District in its sole discretion. Upon request, the District will provide to the Authority copies of approved plans Public Improvements.

B. Site Acquisition. The Public Improvements must be constructed in public rights-of-way or property otherwise dedicated or conveyed to the City or the District.

C. Construction.

1. Competitive Bidding. Construction contracts for the Public Improvements shall be let on a competitive bidding basis as required by law applicable to the District. After preparation of final plans and specifications, the District must advertise for or solicit bids for construction as described in the final plans and specifications. The Authority's representatives shall be notified of, and invited to attend when applicable, pre-bid conferences, bid openings, and the award of contracts. Failure of the Authority's representative to attend any pre-bid conference, bid opening or award of contract meeting shall not be cause to postpone or otherwise delay such meeting.

2. Construction. The construction contracts for the Public Improvements will be awarded in the name of the District. The District is responsible for the inspection, supervision and management of the Public Improvements construction. The Public Improvements must be constructed, and all equipment, materials and supplies required in connection therewith acquired, in the name of the District. The District is responsible for obtaining all necessary permits and approvals; provided that the Authority agrees to assist the District in

obtaining the permits and approvals necessary to design, construct and install the Public Improvements as needed.

3. Engineer. The Engineer will serve as project engineer for the Public Improvements and is required to provide the appropriate level of inspection and observation during the construction of the Public Improvements and to recommend final acceptance of the Public Improvements when appropriate.

D. Utilization of Local Contractors and Suppliers. The District agrees to exercise commercially reasonable efforts to utilize local contractors and suppliers in the construction and maintenance of the Public Improvements, with a goal of at least 30% of the total dollar amount of all construction contracts and supply agreements being paid to local contractors and suppliers. A contractor or supplier shall be considered as local if it has maintained an office within the Zone for at least one year.

E. Participation of Disadvantaged Business Enterprises. The District is encouraged to review the City's Minority and Women Business Enterprise ("MWBE") program as set forth in Chapter 15, Article V of the City of Houston Code of Ordinances and the requirements for good faith efforts on file with the City's Office of Business Opportunity ("OBO"). In the construction of the Public Improvements, the District shall make good faith efforts to award the maximum number of contracts or supply agreements to entities that are certified by the City as MWBEs.

ARTICLE IV FUNDING AND FINANCING PUBLIC IMPROVEMENTS

A. Agreement to Fund. In consideration of the Authority's reimbursement obligation contained herein, the District agrees to fully fund all payments required for contracts entered into in connection with the Public Improvements and manage the construction of the Public Improvements.

B. Project Revenue Fund. The District shall deposit the Annual Authority Payment into the Project Revenue Fund and use the monies in the Project Revenue Fund only for payment of Public Improvement Costs. Any monies received from investing and reinvesting the monies paid by the Authority to the District shall remain in this fund until used by the District for one of the purposes permitted by this Agreement and may be commingled with other monies of the District; provided, however, that these funds shall be accounted for separately.

C. Accounts and Records. The District will maintain records and accounts in which full, true, and proper entries will be made on all dealings, transactions, business, and matters that in any way affect or pertain to the allocation and application of the Project Revenue Fund. All records shall be maintained in accordance with Generally

Accepted Accounting Principles and shall be clearly identified and readily accessible. The District shall provide free access to the records at all reasonable times to the Authority or its representatives and shall permit them to examine and audit the same and make copies thereof upon five (5) business days' prior written notice to the District. The District shall further allow the Authority and their representatives to make inspections of all work data, documents, proceedings, and activities related to this Agreement upon five (5) business days prior written notice to the District.

D. Annual Audit. After the end of each of the District's fiscal years during the Term of this Agreement (beginning with the fiscal year or fraction thereof during which this Agreement is executed), the District will (i) have at its own expense an audit prepared by an independent certified public accountant for that fiscal year, and (ii) prepare an annual report containing information on the amount and source of revenue in the Project Revenue Fund, the amount and purposes of the expenditures from the Project Revenue Fund or from proceeds of Bonds, and the amount of principal and interest due on outstanding Bonds. The District shall furnish an annual report and a copy of the audit without cost to the Authority within one hundred thirty-five (135) days after the end of each of the District's fiscal years during the Term. To the extent the audit conducted by the District does not include an analysis of all Project Revenue Fund expenditures for compliance with both the approved Project and Financing Plan and this Agreement, then the Authority shall have the right to conduct such an audit at its own expense.

E. Financing Agreements. The parties agree that the District may enter into certain financing agreements ("Financing Agreements") with landowners within the District, upon such terms and conditions as the District shall determine to be necessary or desirable, whereby the landowners agree to pre-finance, pre-acquire, pre-purchase and/or pre-construct, in one or more phases, all or any portion of the Public Improvements, on behalf of the District.

A. Bonds; Conditions of Issuance. The District has the authority to issue, sell and deliver Bonds from time to time, secured by the Annual Authority Payment and the Project Revenue Fund, as deemed necessary and appropriate by the Board of Directors of the District, subject to the terms of this Agreement, in such forms and manner and as permitted or provided by federal law, the general laws of the State of Texas and the City of Houston's ordinance consenting to the creation of the District. The District may pledge and assign all or part of the Annual Authority Payment and the Project Revenue Fund to the owners and holders of the Bonds and to other lenders of money to the District. Notwithstanding anything in this Agreement, except for the first series of Bonds issued by the District, no additional Bonds may be issued, the proceeds of which are to reimburse the Developer or its affiliates, if the District has received notice that a CBA Event of Default has occurred and that CBA Event of Default has not been cured or waived at least thirty (30) days prior to the date of the sale of such Bonds, all as further defined and described in the Community Benefits Agreement.

ARTICLE V
DUTIES AND RESPONSIBILITY OF THE AUTHORITY

A. Annual Payment. The Authority shall pay the Annual Authority Payment to the District beginning in calendar year 2021, and continuing for each year of this Agreement during the Term. The Annual Authority Payment shall be due and payable to the District within 30 calendar days of the Authority's receipt of the Project Tax Increment payment from the City each year. Project Tax Increment revenues not received by the Authority in any particular calendar year after payment to the District will be held by the Authority and included in the following year's Annual Authority Payment. The Authority is unconditionally obligated to pay the Annual Authority Payment as set forth herein. Such payments are not subject to any reduction, whether offset or otherwise. The Authority shall not be obligated to make any payment to the District in an amount in excess of the Maximum Reimbursement Amount (such maximum being as to each \$25,000,000 benchmark limitation as well as the aggregate amount).

B. Obligations of Authority to be Absolute. The obligation of the Authority to make the payments set forth in this Agreement shall be absolute and unconditional during the term of this Agreement, and, except as provided herein, the Authority will not suspend or discontinue any payments provided for in this Agreement and will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, the failure of the District to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Agreement. Nothing contained in this Article shall be construed to release the District from performance of any of the agreements on its part contained in this Agreement, and in the event the District shall fail to perform any such agreement on its part, the Authority may institute such action against the District as the Authority may deem necessary to compel performance so long as this action does not abrogate the obligations of the Authority to make the payments set forth in this Agreement to enable the District to pay the Bonds or to meet the obligations of its Financing Agreements.

C. Ineligible Expenses. The Authority is not obligated to make any payments to the District determined to be an ineligible Project Cost (as defined by the Tri-Party Agreement and the Act), and the District shall repay the Authority for any payment made by the Authority to the District that is determined to be an ineligible Project Cost. The Authority agrees not to cause any future amendment to the Project and Finance Plan that would disallow the Public Improvement Costs to be an ineligible Project Cost under the Tri-Party Agreement.

**ARTICLE VI
ADDRESS AND NOTICE**

Any and all notices and communications under this Agreement shall be mailed by first-class mail, or delivered, to the Authority at the following address:

Fifth Ward Redevelopment Authority
4300 Lyons Avenue, Suite 300
Houston, Texas 77020
Attention: Executive Director
713.674.0175

With a copy to:

Ms. Andrea Hope J. Steel
9 Greenway Plaza, Suite 1000
Houston, TX 77046
713.653.7334
asteel@coatsrose.com

Any and all notices and communications under this Agreement shall be mailed by first-class mail, or delivered, to the District at the following address:

Harris County Improvement District No. 23
c/o Ms. Jessica B. Holoubek
Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
713.860.6491
jholoubek@abhr.com

**ARTICLE VII
DEFAULT AND REMEDY**

A. Authority Default. The Authority agrees that its failure to pay the District the Annual Authority Payment when due is an event of default (a "Payment Default") and that the District shall be entitled to any and all of the remedies available in this Article or otherwise at law or equity.

B. General Events of Default. A party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

Before any failure of any party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify the party alleged to have failed to perform of the alleged failure, in writing, and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within 30 days of the receipt of such notice.

Upon a breach of this Agreement, the non-defaulting party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both. Except as otherwise set forth herein, no action taken by a party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies; and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other party.

Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed hereunder by any party (except for a Payment Default) is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending or threatened litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, or tornadoes] labor action, strikes or similar acts) the time for such performance shall be extended by the amount of time of such delay ("Force Majeure").

In addition to any other right or remedy available to the Parties pursuant to this Agreement, in the event of a default or a breach by either Party under this Agreement which continues for 30 days after written notice to the Party alleged to have defaulted or breached and the failure of the Party alleged to have defaulted or breached to cure or diligently proceed to cure such breach to the complaining Party's reasonable satisfaction, the complaining Party shall have the right (but not the obligation), in its sole discretion, to exercise its rights with regards to mandamus, specific performance or mandatory or permanent injunction to require the Party alleged to have defaulted or breached to perform.

ARTICLE VIII GENERAL PROVISIONS

B. Time of the Essence. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

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

D. Invalidity. In the event that any of the provisions contained in this Agreement is held unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

E. Successors and Assigns; Consent to Assignment. No Party may assign its rights or obligations hereunder without the consent of the other Parties; provided, however, such consent shall not be unreasonably conditioned or withheld.

F. Exhibits, Titles of Articles, Sections and Subsections. The exhibits attached to this Agreement, if any, are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

G. Applicable Law. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, and any actions concerning this Agreement shall be brought in either the State Courts of Harris County, Texas or the United States District Court for the Southern Authority of Texas.

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

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

J. Interpretation. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

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

DISTRICT:

Harris County Improvement
District No. 23

By: 

Adam Williams
President, Board of Directors

AUTHORITY:

Fifth Ward Redevelopment Authority

By: _____
Rev. Harvey Clemons, Jr.
Chair, Board of Directors

APPROVED:

Andrew Icken, Chief Development Officer
City of Houston, Texas

**EXHIBIT A
DESCRIPTION OF PUBLIC IMPROVEMENTS**

Design, permitting, construction and financing of certain public infrastructure and improvement within the District generally, including, but not limited to:	
1	Water distribution system infrastructure, including: replacement of existing, antiquated public water lines, connections to existing City trunk water mains, lines to serve properties in the District and all related appurtenances.
2	Sanitary sewer system infrastructure, including: an extensive collection system within the District, replacement of existing, antiquated sewers, lift station(s), connections to sanitary sewer main in Clinton Drive, and all related appurtenances.
3	Gravity storm sewers throughout the District providing storm water runoff drainage and control, "off-site" storm water sheet flow bypass sewer, outfalls to Buffalo River, and all related appurtenances.
4	Other incidental utility construction costs, including: site preparation, storm water pollution control measures, disposal of any excess utility excavation materials, trench safety measures, etc.
5	Two and four lane reinforced concrete curb & gutter public streets including travel lanes, parking spaces, dedicated bicycle lanes, traffic control improvements and related appurtenances.
6	Streetscape improvements in the "pedestrian realm", including: landscaping, street lighting, wayfinding, and related appurtenances.
7	Improvements to existing, surrounding major thoroughfares, including: pavement widening, sidewalks, bus stop structures, traffic signalization and other traffic control measures.
8	Parks, trails and open space improvements, including: landscaping, hike & bike trails, public park furniture, lighting, wayfinding, etc.
9	Other typical municipal infrastructure related costs
10	District financing and other associated costs related to delivery of infrastructure.
	NOTES:
	a. Infrastructure improvements are phased as each Section of the project is developed.
	b. Water system includes replacement of current, old in service lines.
	c. Sanitary sewer system includes replacement of current, old in service lines.
	d. Storm sewer system includes replacement of current, old in service lines.