

14. 2026-197

Consider a resolution: (1) amending the Operating and Capital Improvement Program Budgets as detailed in the Resolution and Fiscal Impact; (2) approving an Amended and Restated Development Agreement Between the City of Waco and Mission Waco, Mission World, Inc., for additional City Infrastructure and a Military Veteran's Plan for the Development, increasing the total amount of City participation by \$995,602.00 (for a new total amount not to exceed \$1,995,602.00); and (3) authorizing the City Manager, or designee, to execute any documents in connection therewith. ()



Resolution

Council Date: April 7, 2026	Originating Department: City Manager's Office	Presented By: Paul Cain, Assistant City Manager	Item #: 2026-197
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Item:

Consider a resolution: (1) amending the Operating and Capital Improvement Program Budgets as detailed in the Resolution and Fiscal Impact; (2) approving an Amended and Restated Development Agreement Between the City of Waco and Mission Waco, Mission World, Inc., for additional City Infrastructure and a Military Veteran's Plan for the Development, increasing the total amount of City participation by \$995,602.00 (for a new total amount not to exceed \$1,995,602.00); and (3) authorizing the City Manager, or designee, to execute any documents in connection therewith.

(Citywide)

Background:

During Work Session on March 21, 2023, Mission Waco, Mission World, Inc., presented information on a proposed affordable housing community that will provide persons who are coming out of homelessness with a permanent place to call home.

On June 6, 2023, by Resolution No. 2023-410, City Council approved an agreement with Mission Waco, Mission World, Inc., wherein the City would provide \$1.0 million from ARPA funds to help finance land acquisition for Creekside Community Village. Creekside was created to provide permanent supportive housing with community engagement.

Creekside is located on a 68-acre tract of land, located on South University Parks Drive, and the development will feature four types of housing:

- 168 Studio units - 100-200 square feet
- 122 Microhome units - 200-350 square feet (with a lavatory)
- 6 Park Model Home units - 400 square feet (kitchen, bathroom, and bedroom)
- 50 RV pad sites.

A percentage of these units would be for residents who are not formerly homeless, but who chose to live in a community of those who are. The goal of this approach is to provide a healthy and sustainable neighborhood, similar to the Community First! model in Austin, Texas. The estimated costs of Phase I of the project is \$4,000,000.00, which includes the construction of 40 housing units, along with community kitchens, individual centralized bathrooms, and office space. Phase 1 completion was set at December 21, 2024, but was extended to December 31, 2025 (on June 17, 2025 (via Resolution No. 2025-444)). As of the June date, the waterline extension and onsite utilities were 95% complete along with completion of the individual centralized bathrooms, outdoor kitchen framing, and multiple residential homes.

A subsequent extension was granted by the City Council (on January 20, 2026 (via Resolution No. 2026-027)), pushing the Phase 1 completion deadline to March 31, 2026.

At the time of Development Agreement execution in June 2023, neither party knew the full extent of necessary infrastructure that would be needed for the Developer's Project. After Development Agreement execution, City required Developer to meet fire flow requirements (which would increase the size of pipeline required for the Project), to connect to the City water system at a different point than originally agreed (which was over a 1,000-foot difference), to include a loop in the Project's water system, and to perform a detailed floodplain study. These additional water improvements were also beneficial to the City's water system and were costs above and beyond what was minimally needed to serve the Development.

Staff has negotiated this revised and restated agreement to address these issues.

Working with the Developer and their consultant, Walker Partners, staff has determined that City participation in the amount of \$700,102 reflects the value of improvements to the City's system in the area. An additional \$100,000 in participation will be made in the future when the development's water ties into existing lines to create a looped system.

Finally, the revised agreement includes a Military Veteran's Plan in which the Developer agrees to develop and implement a plan to seek out United States Military Veterans and place Veterans in up to

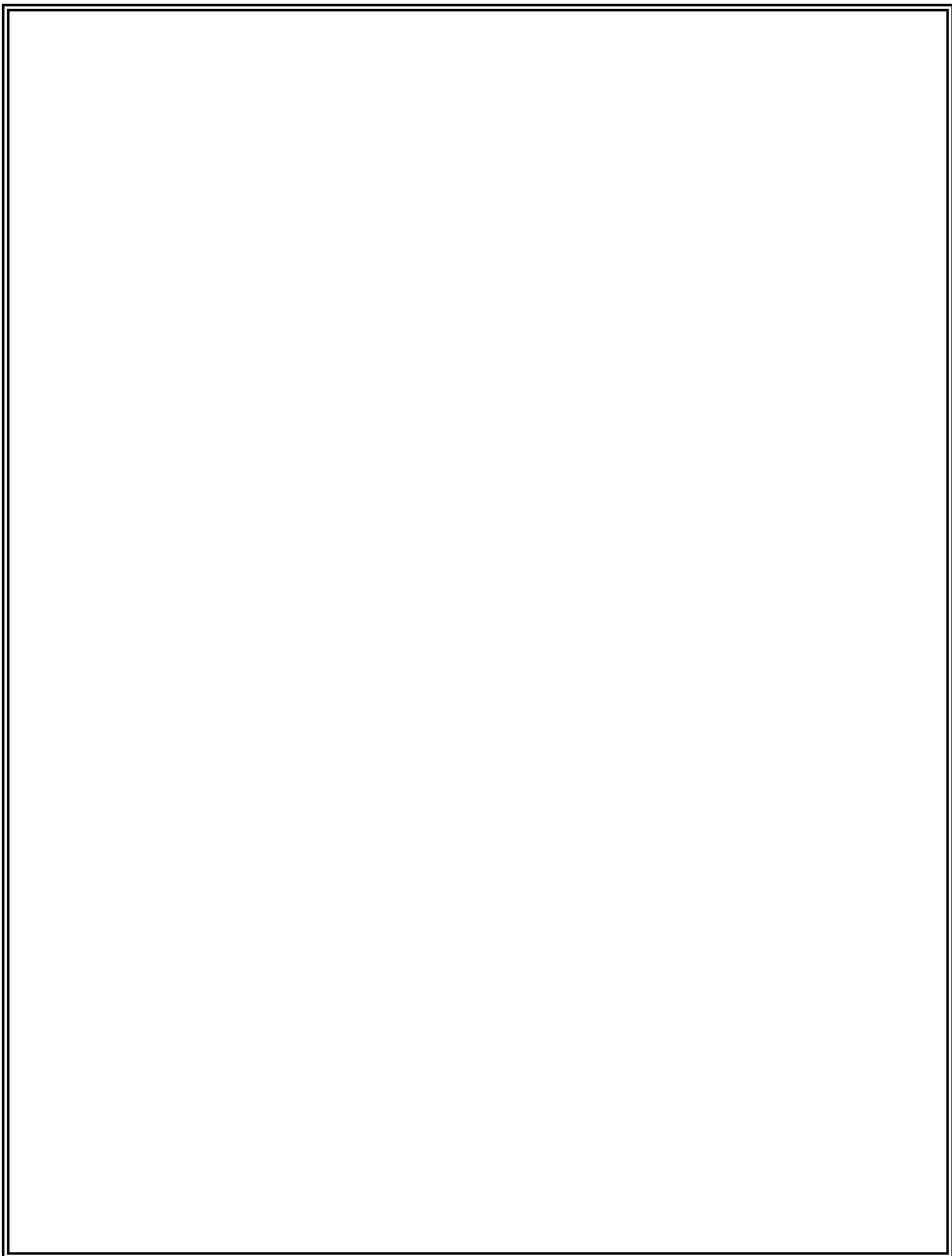
6% of the 328 Units (i.e. up to 20 Units) of the Development. The plan must include: units available to Veterans, services available to assist Veterans in these units, and a marketing strategy directed to Veterans. The City agrees to provide additional funding in the amount of \$195,500 for completion of this Veteran's Plan.

The City's total support of the Project at buildout is detailed as Attachment B. The City's contribution per unit is \$6,085.16 per unit.

Fiscal Impact:

This item was not budgeted in the current Fiscal Year budget.

Fund:	Account Number:	Amount Available:	Amount Requested:	New Balance Pending Council Approval:
General Fund	10001601-688913	\$ -	\$ 195,500	\$ (195,500)
Water Fund	50008510-895051	\$ -	\$ 800,102	\$ (800,102)



The Water Fund will transfer funding to the Water Cash CIP Fund to fund the capital contribution for this agreement.

This item was not budgeted in the current Fiscal Year budget

Project	Account Seg 2	Account Seg 3	Account number	Amount Available	Amount Requested	New Balance Pending Council Approval
TBD	CIEXPENSE	CASH	50516099-757504	\$ -	\$800,102	\$(800,102)

Attachments:

Project Schedule:

**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF WACO AND
MISSION WACO, MISSION WORLD, INC.**

Subrecipient Name: MISSION WACO, MISSION WORLD, INC.

Subrecipient's UEI: NN73AH7NJQ24

The Federal Award Identification Number (FAIN): SLFRP3218

The Federal Award Date: May 14, 2021

Subaward Period of Performance/Budget Period: June __, 2023-December 31, 2026 (costs must be incurred by December 31, 2024)

The Federal Assistance/CFDA Number is 21.027

Amount of Federal Funds Obligated to the subrecipient: \$1,000,000.00

Total amount of Federal Award: \$34,720,687

Name of Federal awarding agency: U.S. Department of Treasury

Pass-Through Entity and contact information for awarding official:

City of Waco

Deidra Emerson

Assistant City Manager

P.O. Box 2570

Waco, TX 76702-2570

Telephone: 254-750-5640

Identification of whether award is for Research and Development (R&D): Award is not R&D

Indirect cost rate for the Federal award: 0%

**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF WACO AND
MISSION WACO, MISSION WORLD, INC.**

This AMENDED AND RESTATED Agreement is entered into by and between the CITY OF WACO, TEXAS (hereinafter "City"), a home rule city and municipal corporation of McLennan County, Texas, acting herein by and through its City Manager, and MISSION WACO, MISSION WORLD, INC. (hereinafter "Developer"), a Texas non-profit corporation, acting herein by and through its representative, collectively known as "the parties," this day of , 2026 ("Effective Date").

RECITALS

WHEREAS, Developer is a nonprofit organization that develops affordable housing as a primary activity to promote community-based revitalization; and

WHEREAS, Developer seeks to acquire approximately sixty-eight (68) acres of land located at 3810 S. University Parks Drive, Waco, Texas, and otherwise described in **Exhibit A** ("Property"); and

WHEREAS, the City desires to promote activities that expand the supply of affordable housing and promote long-term housing security by increasing the supply of affordable and high-quality living units; and

WHEREAS, the City Council passed Resolution No. 2023-410 on June 6, 2023, approving a development agreement ("Development Agreement"; dated June 25, 2023) and funding to Developer, in an amount not to exceed \$1,000,000.00, paid with American Rescue Plan Act ("ARPA") Funds, for the acquisition of a 68-acre tract of property located on South University Parks Drive in support of the construction of a proposed affordable housing community ("Project"); and

WHEREAS, Developer wished to develop approximately 328 rental units, including Affordable units to be leased to extremely low-income residents of the City at or below 30% of Area Median Income, in a tiny home development called Creekside Community Village (the "Development") on the Property, as represented to the City in **Exhibit B**, Development Description; and

WHEREAS, Developer proposes that Phase I of the Development would consist of forty (40) total living units, of which thirty-five (35) units will be leased to extremely low-income residents of the City at or below 30% of Area Median Income and five (5) units will be leased potentially at market rate; and

WHEREAS, Developer has requested funding from the City to aid in acquiring the Property, see **Exhibit C**, Funding Request; and

WHEREAS, in consideration of the undertakings of the Developer contained herein and the other agreements described herein and of the continuing benefits to be derived therefrom by the City and its residents, the City has agreed to join with the Developer in facilitating the Development by sharing the costs of acquisition of the Property thereof to the extent provided in and in accordance with the terms of this Agreement and the other contracts and agreements referred to or incorporated herein or contemplated hereby; and

WHEREAS, the City received a grant from the United States Department of the Treasury (“Treasury”) under American Rescue Plan Act of 2021 (“ARPA”), known as Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”), which includes a spending category “Replacing Lost Public Sector Revenue” allowing for funding to be used for “government services” which are generally any service traditionally provided by a government (including housing and community development services), certain terms of which are attached as **Exhibit D**; and

WHEREAS, the City desires to use the grant to render assistance, provide services, and complete projects consistent with the purposes of the grant; and

WHEREAS, the pandemic and economic crisis are having a profound, long-term negative effect on the pre-existing affordable housing crisis facing low-income households; and

WHEREAS, the City desires to promote activities that expand the supply of affordable housing and promote long-term housing security by increasing the supply of affordable and high-quality living units, and

WHEREAS, City residents and the City Council have determined that the development of quality, accessible, affordable housing is needed for moderate-, low-, and very low-income City residents; and

WHEREAS, the City desires to ensure the further implementation of the City’s Housing Strategic Plan and Homeless Strategic Plan, including collaboration between Developer, City, the Heart of Texas Homeless Coalition, and member agencies of the Heart of Texas Homeless Coalition, as further required as described in **Exhibit E**; and

WHEREAS, the City Council passed Resolution No. 2023-410 on June 6, 2023, approving funding to Developer to acquire the Property, in an amount not to exceed \$1,000,000.00, which will be paid with ARPA Funds; and

WHEREAS, no additional ARPA Funds *beyond the \$1,000,000.00 described above* will be paid to Developer from the City’s ARPA Funds; and

WHEREAS, if Developer is able to identify additional funding sources in the future, City may, at its discretion, re-underwrite the Project and amend this Contract in order to avoid supplanting federal funds and allow for the participation of any such alternative funding sources; and

WHEREAS, Developer’s efforts to identify additional funding sources for the Project shall not delay the construction of the Project; and

WHEREAS, an administrative extension was granted extending the Phase I Completion Deadline to June 29, 2025; and

WHEREAS, the City Council approved Resolution No. 2025-444 on June 17, 2025, approving an extension of the deadline for the Phase I Completion Deadline from December 31, 2024, to December 2025; and

WHEREAS, the City Council approved Resolution No. 2026-027 on January 20, 2026, approving an extension of the deadline for the Phase I Completion Deadline to March 31, 2026; and

WHEREAS, at the time of Development Agreement execution in June 2023, neither party knew the full extent of necessary infrastructure that would be needed for the Developer’s Project; and

WHEREAS, after Development Agreement execution, City required Developer to meet fire flow requirements (which would increase the size of pipeline required for the Project), to connect to the City water system at a different point than originally agreed (which was over a 1,000-foot difference), to include a loop in the Project’s water system, and to perform a detailed floodplain study; and

WHEREAS, the City desires to ensure the further implementation of programs for U.S. military veterans within the local community,

NOW, THEREFORE, for the promises and considerations set forth herein, the parties to this Agreement agree as follows:

**ARTICLE I
DEFINITIONS**

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in the Recitals or this Article, and all such terms include the plural as well as the singular.

“Affordability Period” means the period of time that the Affordable units constructed with ARPA funds must remain affordable, as defined by ARPA. The Affordability Period for the

Affordable units constructed under this Agreement is **20** years. The Affordability Period begins on the date of Construction Completion.

“Affordable” means housing for and leased to individuals and/or families who are at 30% or below of the Area Median Income (AMI) as defined by the U.S. Department of Housing and Urban Development (“HUD”).

“Agreement” has the meaning stated in the first paragraph hereof.

“Applicable Law” means any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority. Applicable Laws shall include, but not be limited to, City codes and ordinances.

“Area Median Income” or “AMI” means the median family income for the Waco metropolitan statistical area as determined annually by HUD.

“ARPA” means the American Rescue Plan Act of 2021, known as Coronavirus State and Local Fiscal Recovery Funds, some terms of which are attached hereto and incorporated by reference as **Exhibit D**.

“ARPA Funds” means the ARPA Program grant funds supplied by City to Developer under the terms of this Contract not to exceed \$1,000,000.00.

“City” means the City of Waco, Texas.

“City Funds” means non-ARPA Program grant funds that will come out of the City’s general fund.

“City-Required Infrastructure” means any infrastructure improvements required by the City which (a) exceed the size, capacity, or scope of the Necessary Infrastructure, and (b) are located in a public easement, as more fully described at **Exhibit F**.

“Construction Commencement” means that the Developer has (i) obtained all plan approval required by this Agreement; and (ii) broken ground on construction.

“Construction Completion” means the date upon which the structures have received their final inspection(s) that clears it for occupancy by a human.

“Days” means calendar days.

“Developer” means Mission Waco, Mission World, Inc., acting herein by and through its representative.

“Development” means the approximately 328 rental units, including Affordable units to be leased to extremely low-income residents of the City at or below 30% of Area Median Income, in a tiny home development called Creekside Community Village located on the Property.

“Eligible Tenant” means individuals (i) whose income does not exceed thirty percent (30%) of the AMI, as defined by HUD; (ii) who have resided in McLennan County for a minimum of one year; and (3) that otherwise meet the requirements of 24 CFR § 92.252.

“Infrastructure” means essential physical systems, facilities, and structures (such as roads, water pipes, sewers, and stormdrains) used to provide public services, which are located both above-ground (such as roads and parks) and below-ground (such as water and sewer lines).

“Necessary Infrastructure” means infrastructure, as determined by the Developer’s certified Engineer, as necessary to meet the operational needs of the Development.

“Phase I Completion Deadline” means the latest date for Construction Completion of Phase I of the Development, which is March 31, 2026.

“Property” means the approximately sixty-eight (68) acres of land located at 3810 South University Parks Drive, Waco, Texas, and otherwise described in **Exhibit A**.

“Veteran” means an individual who was formerly employed by one or more branches of the United States military and who is no longer active or reserve duty.

ARTICLE II AFFORDABILITY REQUIREMENTS

Section 2.1. Income Eligibility.

Tenant eligibility for the Affordable units will be determined using the definition of annual income in 24 CFR 5.609.

Section 2.2. Rent Limitations on Affordable Units.

The rent of the Affordable units shall not exceed 30% of the adjusted income of a family whose annual income equals 30% or below of the Area Median Income, with adjustments for number of bedrooms in each Affordable Unit, and otherwise as in accordance with 24 CFR § 92.252.

Section 2.3 Periods of Affordability.

The Affordable units must meet the affordability requirements in accordance with 24 CFR § 92.252, including, to the extent applicable, the additional rent limitations for Single Room Occupancy projects as set forth in 24 CFR § 92.252(c)(2).

(a) The affordability requirements survive termination of this Agreement and apply without regard to the term of any loan or mortgage, repayment of ARPA Funds, or the transfer of ownership.

(b) The Affordable units must meet the affordability requirements for a minimum of 20 years beginning after Construction Completion.

(c) Security for Affordability Period. As security for compliance with the Affordability Period, and pursuant to 24 CFR 92.252, the Affordable Units must meet the Affordability Period, beginning on the date of Construction Completion, without regard to the term of any loan or mortgage, repayment of the ARPA Funds, or transfer of ownership. The Affordability Period will be secured by restrictive covenants that run with the land.

Section 2.4. Floating Affordable Units.

The Affordable units shall be floating units to maintain conformity with the requirements of 24 CFR 92.252 during the period of affordability so that the total number of housing units meeting the requirements of this section remains the same, and each substituted unit is comparable in terms of size, features, and number of bedrooms to the originally designated ARPA-assisted unit.

Section 2.5 Eligible Tenants.

(a) Tenant Protections. Developer agrees to comply with the following provisions as set forth in 24 CFR § 92.253.

i. Lease. There must be a written lease between the tenant and the Developer that is for a period of not less than 1 year, unless by mutual agreement between the tenant and Developer a shorter period is specified. The lease must incorporate the Violence Against Women Act lease term/addendum required under 24 CFR § 92.359(e), except as otherwise provided by § 92.359(b).

ii. Prohibited lease terms. The lease may not contain any of the following provisions:

(a) Agreement to be sued. Agreement by the Tenant to be sued, to admit guilt, or to a judgment in favor of Developer in a lawsuit brought in connection with the lease;

(b) Treatment of personal property. Agreement by the Tenant that Developer may take, hold, or sell personal property of household members without notice to the Tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the Tenant concerning disposition of personal property remaining in the housing unit after the Tenant has moved out of the unit. Developer may dispose of this personal property in accordance with Texas law;

(c) Excusing owner from responsibility. Agreement by the Tenant not to hold Developer or Developer's agents legally responsible for any action or failure to act, whether intentional or negligent;

(d) Waiver of notice. Agreement of the Tenant that Developer may institute a lawsuit without notice to the Tenant;

(e) Waiver of legal proceedings. Agreement by the Tenant that the Developer may evict the Tenant or household members without instituting a civil court proceeding in which the Tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

(f) Waiver of a jury trial. Agreement by the Tenant to waive any right to a trial by jury;

(g) Waiver of right to appeal court decision. Agreement by the Tenant to waive the Tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;

(h) Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the Tenant to pay attorney's fees or other legal costs even if the Tenant wins in a court proceeding by the owner against the Tenant. The Tenant, however, may be obligated to pay costs if the Tenant loses; and

(i) Mandatory supportive services. Agreement by the Tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

iii. Termination of tenancy. Developer may not terminate the tenancy or refuse to renew the lease of a Tenant of rental housing assisted with ARPA Funds, except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing or failure to follow any required transitional housing supportive services plan; or for other good cause. Good cause does not include an increase in the Tenant's income or refusal of the Tenant to purchase the housing. To terminate or refuse to renew tenancy, Developer must serve written notice upon the Tenant specifying the grounds for the action at least 30 days before the termination of Tenancy.

(b) Tenant selection. Developer must adopt and follow written tenant selection policies and criteria that:

i. Limit the Affordable units to Eligible Tenants;

- ii. Are reasonably related to the applicants' ability to perform the obligations of the lease (i.e., to pay the rent, not to damage the housing; not to interfere with the rights and quiet enjoyment of other tenants);
- iii. Do not exclude an applicant with a certificate or voucher under the Section 8 Tenant-Based Assistance: Housing Choice Voucher Program (24 CFR part 982) or an applicant participating in a HOME tenant-based rental assistance program because of the status of the prospective tenant as a holder of such certificate, voucher, or comparable HOME tenant-based assistance document.
- iv. Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable;
- v. Give prompt written notification to any rejected applicant of the grounds for any rejection; and
- vi. Comply with the Violence Against Women Act requirements prescribed in 24 CFR § 92.359.

Section 2.6. Marketing

(a) Affirmative Marketing. Developer must adopt affirmative marketing procedures and requirements for the Development consistent with City policies and procedures. The procedures and requirements must include methods for informing the public, owners and potential tenants about fair housing laws and policies so as to ensure that all individuals, without regard to sex, age, race, color, creed, nationality, national origin, religion, handicap status, disability, familial status, sexual orientation, gender identity, gender expression or transgender, are given an equal opportunity to participate in the project. Affirmative marketing procedures and requirements must include the following as required by 24 CFR Part 92.351:

- i. Methods for informing the public, owners, and potential tenants about federal fair housing laws and City's affirmative marketing policy;
- ii. Requirements and practices Developer must adhere to in order to carry out City's affirmative marketing procedures and requirements;
- iii. Procedures to be used by Developer to inform and solicit potential tenants as part of the project in the housing market area who are not likely to apply for the housing without special outreach;
- iv. Records that will be kept describing actions taken by Developer to affirmatively market the program and units constructed as part of the project and records to assess the results of these actions; and

v. A description of how Developer will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.

(b) City Approval.

All Developer marketing procedures related to the Project, including but not limited to the affirmative marketing described in Section 2.6.a, if applicable, are subject to approval by City. Developer shall submit all marketing proposals for City approval no later than **thirty** calendar days after the Effective Date.

(c) Effective Marketing.

Developer will be solely responsible for the effective marketing responsibilities necessary. Documentation supporting these efforts shall be submitted to City upon request and shall include, but not be limited to, brochures, sign-in sheets for open houses, listings, and advertisements for the units and the Development.

ARTICLE III MILITARY VETERAN PLAN

Section 3.1 Developer's Military Veteran Plan.

(a) Developer shall develop and implement a plan to seek out United States Military Veterans and place Veterans in up to 6% of the 328 Units (i.e. up to 20 Units) of the Development ("Veteran Plan").

(b) The Veteran Plan must include:

(i) How many units total and how many Affordable Units are available for Veterans in Phase I of the Development;

(ii) How many units total and how many Affordable Units are estimated to be available for Veterans in each Phase *post-Phase I* of the Development;

(iii) What services are available to assist a Veteran in moving into a unit in the Development

(iv) Affirmative Marketing. Developer must adopt affirmative marketing procedures as part of Developer's Veteran Plan. The procedures and requirements must include methods for informing Veteran and Veteran-oriented organizations, the public, owners and potential tenants about the Development's services for Veterans and units available for Veterans. Procedures should show intentional outreach to Veterans within, and within a fifty mile radius of, McLennan County, Texas.

Section 3.2 City Approval of Developer’s Draft Veteran Plan. Developer’s Veteran Plan is subject to approval by City. A first draft must be provided to the City for review by June 1, 2026.

Section 3.3 Military Veteran Units in Development

- (a) Said Veteran units (under the Veteran Plan) can be (i) Any ratio of Affordable Units to market-rate units within the Development; and (ii) Part of any Phase of the Development.
- (b) Any Veteran considered to be placed in an Affordable Unit must meet the Eligible Tenant requirements of Article II of this Amended and Restated Agreement.

Section 3.4 Developer’s Veteran Plan Deliverables

- (a) “Successful development and implementation of the Developer’s Veteran Plan” consists of the following deliverables:
 - (i) A written working draft of the Plan—in response to comments provided by the City—be provided to the City by June 1, 2026.
 - (ii) Written evidence of communication by Developer *concerning the Veteran Plan* with at least five Veteran-oriented organizations/agencies, including the Doris Miller Department of Veteran Affairs and ;
 - (iii) Written evidence of communication with at least 20 Veterans *concerning the Veteran Plan*.
 - (iv) Written evidence of placing a Veteran in at least 3 Units within the Development.
 - (v) Presentation of and discussion regarding the Veteran Plan at at least one Waco Veterans Advisory Board meeting.

ARTICLE IV
DEVELOPMENT AND CONSTRUCTION OF THE DEVELOPMENT

Section 4.1 Project Overview

- (a) Developer will undertake the design, development, and construction of the Development, including all Necessary Infrastructure and all City-Required Infrastructure. Phase I shall consist of 40 rental units, of which thirty-five (35) units will be leased to extremely low-income residents of the City at or below 30% of Area Median Income as defined by the United States Department of Housing and Urban Development (“HUD”) and five (5) units will be leased potentially at market

rate, and shall contain the amenities as described in **Exhibit B**, attached hereto and incorporated herein by reference.

(b) Of the 40 units constructed in Phase I, at least thirty-five shall be Affordable. The outward design of the Affordable units shall be indistinguishable from the other units constructed. These thirty-five units must be leased to individuals and/or families who are at 30% or below of the Area Median Income (AMI) as defined by the U.S. Department of Housing and Urban Development (HUD).

(c) Of the remainder of the estimated 328 units (excluding the units constructed in Phase I), at least seventy percent (70%) of the units shall be Affordable. The outward design of the Affordable units shall be indistinguishable from the other units constructed. These Affordable units must be leased to individuals and/or families who are at 30% or below of the Area Median Income (AMI) as defined by the U.S. Department of Housing and Urban Development (HUD).

(d) The parties acknowledge and agree, however, that the final approved plans may deviate from the schematic design as a result of the permitting and planning process. Developer may not make material deviations from the schematic design without approval of the City Council.

(e) Because the Development is located in the City's extraterritorial jurisdiction ("ETJ"), the Site Plan and all Plans and Specifications and construction for the Development shall (i) conform to all Federal, State, City and other local laws, ordinances, codes, rules and regulations that apply to the ETJ; (ii) meet all City building and design codes that apply to the ETJ; and (iii) meet the standards and requirements of the International Building Code, the International Energy Conservation Code and the International Residential Code as such codes have been adopted by the City of Waco and that apply to the ETJ.

(f) Because this Development is intended by the City to further the implementation of the City's Housing Strategic Plan and Homeless Strategic Plan, including collaboration between Developer, City, the Heart of Texas Homeless Coalition, and member agencies of the Heart of Texas Homeless Coalition, Developer must comply with the terms described in **Exhibit E**, and failure to do so shall be an Event of Default.

Section 4.2. Design and Construction of the Development.

(a) Developer's Role. The Developer will furnish or will cause persons and entities engaged by the Developer to furnish, all materials, labor, facilities, furniture, fixtures and equipment, landscaping, signage and other items necessary to begin and fully complete the construction of the Development. The Developer will comply with, and will take commercially reasonable steps, to cause its agents and contractors to comply with, all applicable law.

(b) City Participation in Design. As part of the consideration for the City's award of ARPA Funds to Developer, Developer shall consult with the City in connection with designing the Development. The Developer shall submit the Site Plan to the City for its approval, and the City's approval of the Site Plan and all Plans and Specifications relating to the Development is required.

City Council approval of the Development design is required before Construction Commencement.

(c) Project Scope Verification. The Developer will from time to time, as reasonably requested by the City, verify to the City that the Development is being constructed substantially in accordance with the Plans and Specifications and Site Plan approved by the City. To the extent the City has material concerns about such verification that cannot be answered by the Developer to the City's satisfaction, the Developer will cause the appropriate architect, engineer or general contractor to consult with the Developer and the City regarding such concerns.

(d) City Not Responsible. By performing the functions described in the Agreement, the City shall not, and shall not be deemed to, assume the obligations or responsibilities of the Developer, whose obligations under this Agreement and under applicable law shall not be affected by the City's exercise of the functions described in this Article. The City's review of any Plans and Specifications, including the Site Plan, is solely for the City's own purposes, and the City does not make any representation or warranty concerning the appropriateness of any such Plans and Specifications for any purpose. The City's approval of (or failure to disapprove) any such Plans and Specifications, including the Site Plan, shall not render the City liable for same, and the Developer assumes and shall be responsible for any and all claims arising out of or from the use of such Plans and Specifications and the Site Plan.

(e) Contractors, Specialists and Consultants. The Developer shall use reasonable care to ensure that all contractors and professionals selected in connection with the design and construction of the Development shall be highly qualified to do the work they are engaged to perform, and the Developer shall make reasonable inquiries as to such persons' background, experience and reputation to assure they are well qualified to undertake such work.

(f) City Vendors. The Developer shall use commercially reasonable efforts to purchase services and materials for the Development from vendors within the City of Waco, if available in Waco at a competitive price.

(g) No employment of Undocumented Workers. Developer shall not employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code.

Section 4.3. Construction Schedule. The Developer shall:

(a) Complete construction on each phase on or before the applicable Phase Completion Deadline.

(b) If Developer determines that Phase I will not be completed within the timeframe set forth herein, Developer must provide written notice to the City no later than thirty (30) days before the applicable date, stating the reasons for Phase I's delay and request a new Phase I Completion deadline. The City Manager is authorized to issue a letter to extend the Phase I Completion deadline for up to an additional one hundred eighty (180) days. If more than one hundred eighty

(180) days is requested, approval of such extension must be given by the City Council of the City of Waco. Any extension of the Phase I Completion Deadline shall not extend the deadlines for any other Phase or the Term of the Agreement.

Section 4.4 Permits; Fees. The City does not waive permit, license, inspection, impact, tap and other fees in connection with the design, construction, repair and renovation and replacement of the Development.

Section 4.5 Environmental Remediation.

(a) Developer is aware of the conditions of the Property described in **Exhibit A**.

(b) The Developer is solely responsible for the Property and all environmental conditions on the Property.

Section 4.6 City Police Powers. The Developer recognizes the authority of the City under its charter and ordinances to exercise its police powers in accordance with applicable laws to protect the public health, safety, and welfare. Such powers extend to the Developer's or its general contractor's construction activities on or at the Development, and the Developer recognizes the City's authority to take appropriate enforcement action in accordance with Applicable Law to provide such protection. Whenever, in the City's judgment such action is required, the City shall immediately notify the Developer to resolve the situation. No lawful action taken by the City pursuant to these police powers shall subject the City to any liability under this Agreement, including without limitation liability for costs incurred by the general contractor or the Developer, and as between the Developer and the City, any such costs shall be the sole responsibility of the Developer and its general contractor.

Section 4.7 Property Taxes.

The Developer shall render all of the improvements of the Development to the McLennan County Appraisal District and remain current on all property taxes for property that the Developer owns, if any, for the term of this Agreement.

ARTICLE V
FINANCIAL OBLIGATIONS

Section 5.1 Developer Financial Obligations: Construction.

- (a) The Developer shall be responsible for the costs of the Development.
- (b) The Developer may utilize already allocated grant funds for the Affordable units. If the Developer utilizes HOME funds, a separate agreement with the City may be required. Developer may apply for grant funds to construct the Affordable units; if selected, Developer will be required to enter into a separate agreement with City.
- (c) The Developer may not seek residential tax abatements for the Development.

Section 5.2 City Financial Obligations: Construction.

- (a) In exchange for Developer's compliance with all terms and provisions of this Agreement, the City shall pay Developer an amount not to exceed \$1,000,000.00 on June 26, 2023, the closing date for the Property purchase ("Grant").
- (b) During the term of this Agreement, Developer shall submit to City a certification (a "Compliance Certificate"), within 90 days of the Phase I Completion Deadline. The Compliance Certificate must include a Substantial Completion Certificate in accordance with the Site Plan.
- (c) The City shall make the grant payment via check or other acceptable means.
- (d) The City's payments shall be made from lawfully available funds, subject to appropriation. Specifically, the City will be using ARPA SLFRF funding for these housing and community development government services.
- (e) In exchange for Developer's construction of City-Required Infrastructure, City will reimburse Developer on the following schedule in the following amounts for the cost of City-Required Infrastructure:

(i) Upon completion and acceptance (by the City) of all Infrastructure for Phase I: an amount not to exceed \$700,102.00; and

(ii) Upon completion and acceptance (by the City) of all Infrastructure for any future Phase: actual costs up to a total amount not to exceed \$100,000.00. (If the actual costs of Phase II City-Required Infrastructure are \$100,000.00, then the City's financial obligation for City-Required Infrastructure will be fulfilled at the completion of Phase II.)

- (f) The City's payments for City-Required Infrastructure shall be made from City Funds that are lawfully available funds, and subject to appropriation. These payments shall be made by check

or other acceptable means.

Section 5.3 ARPA SLFRF-Related Obligations

- (a) As a recipient of ARPA SLFRF funding, the City is required to follow the SLFRF Award Terms and Conditions (“SLFRF Terms”), which are attached hereto as **Exhibit D** and incorporated herein.
- (b) Pages 12, 15, and 16 of said Exhibit D (*consisting of Lobby Certification; Civil Rights Form; Debarment/Suspension Form*) will need to be completed and/or signed by the Developer.
- (c) Developer agrees to submit to the City Manager or City Manager’s designee all documentation and reports concerning how SLFRF funds were spent by Developer. At a minimum, a progress report must be provided quarterly *until all SLFRF funds are spent* (reporting in 2023 on July 15 and October 15; and in 2024 on January 15, April 15, July 15, and October 15).
- (d) The City Manager or designee will review the progress reports submitted by Developer to confirm that ARPA SLFRF funds are being used for government services (housing and community development services).
- (e) If the City Manager or designee determines that ARPA SLFRF funding is not being made toward accomplishing these government services, then payment under this contract will be withheld until it is determined that funding is being used for government services. Developer can appeal the decision of the City Manager to the City Council.

Section 5.4 City Financial Obligations: Military Veteran Plan.

- (a) *In exchange for Developer’s successful development and implementation of Developer’s Veteran Plan, the City shall pay Developer an amount not to exceed \$195,500.00 as follows: Upon completion by Developer and examination of written materials (as applicable) and acceptance by the City of all deliverables in Article III, City will pay Developer \$195,500.00.*
- (b) *The City’s payments for Developer’s Military Veteran Plan shall be made upon Developer’s providing the deliverables in Section 3.3. Payments will be made from City Funds that are lawfully available funds, subject to appropriation. These payments shall be made by check or other acceptable means.*

Section 5.5 Right to Audit.

- (a) The City shall have the right to audit, upon reasonable notice and at its own expense, records of the Developer with respect to the expenditure of City Funds and/or ARPA Funds related to the Development. Upon written request by the City, the Developer shall give the City access to

those certain records controlled by, or in the direct or indirect possession of, the Developer (other than records subject to legitimate claims of attorney-client privilege) with respect to these costs, and permit the City to review such records in connection with conducting a reasonable audit of such fund and account.

(b) The City and the Developer shall reasonably cooperate with the assigned independent auditors (internal or external) in this regard, and shall retain and maintain all such records for at least 3 years from the date of completion of the Development, or for at least 5 years following the Developer's final expenditure of SLFRF funds, whichever is later. All audits must be diligently conducted.

(c) Developer hereby gives the City the right to share Developer audit and all related documents from Developer's auditor with third parties, including but not limited to, the Mayor, the City Council, the Budget and Audit Committee, other employees of the City of Waco and any other person to whom release of information is required under the Texas Public Information Act.

ARTICLE VI TERMINATION

Section 6.1 Developer Termination Events. The Developer may terminate this Agreement upon an Event of Default by the City under this Agreement.

Section 6.2 City Termination Events. The City may terminate this Agreement upon an Event of Default by the Developer under this Agreement.

Section 6.3 Termination Procedure. If either party determines that it wishes to terminate this Agreement pursuant to Article VI, such party must deliver a written notice to the other party to the effect that the notifying party thereby terminates this Agreement. The notice must be in writing and must specify in reasonable detail the factual basis for the termination of this Agreement.

ARTICLE VII DEFAULT AND REMEDIES

Section 7.1 Developer Default. Each of the following events shall be an "Event of Default" by the Developer under this Agreement:

(a) The Developer shall fail to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable and shall not cure such default within thirty (30) days after the later of the date on which written notice thereof is given by the City to the Developer and the date on which any dispute relating to such amount is resolved by agreement or adjudication;

(b) The Developer shall fail to comply in any material respect with any term, provision or covenant of this Agreement, and shall not cure such failure within thirty (30) days after written

notice thereof is given by the City to the Developer (provided that if such default cannot reasonably be cured within thirty (30) days, then the Developer shall have an additional reasonable period of time within which to cure such default not to exceed ninety (90) days);

(c) The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;

(d) The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights; and

(e) The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or decree unstayed for any period of ninety (90) consecutive days.

Section 7.2 City's Remedies.

(a) Upon the occurrence of an Event of Default by the Developer, the City may pursue any legal or equitable remedy or remedies, including, without limitation, specific performance, damages, and termination of this Agreement. Termination or non-termination of this Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. All remedies of the City under this Agreement shall be cumulative.

(b) In addition to the above remedies, Developer shall repay the City Grant as follows (this provision survives termination):

(i) In accordance with Section 2264.052 of the Texas Government Code, if Developer is convicted of a violation under 8 U.S.C. Section 1324a(f), during the term of this Agreement, Developer shall repay to the City the full amount of any payments made under this Agreement, and interest thereon be charged at the Interest Rate from the date the payments were made. Repayment shall be paid within one hundred twenty (120) days after the date Developer receives notice of violation from the City.

(ii). If Developer fails to build the thirty-five Affordable rental units required by this Agreement, Developer shall repay to the City the full amount of any payments made under this Agreement.

(iii). For all other events of default, the Developer shall repay to the City the full amount of any payments made under this Agreement.

Section 7.3 City Default. Each of the following events shall be an Event of Default by the City under this Agreement:

- (a) so long as the Developer has complied with the terms and provisions of this Agreement, the City shall fail to pay to the Developer any monetary sum hereby required of it as and when the same shall become due and payable and shall not cure such default within thirty (30) days after the later of the date on which written notice thereof is given by the Developer to the City and the date on which any dispute relating to such amount is resolved or adjudicated;
- (b) the City shall fail to comply in any material respect with any term, provision or covenant of this Agreement, other than the payment of money, and shall not cure such failure within thirty (30) days after written notice thereof is given by the Developer to the City (provided that if such default cannot reasonably be cured within thirty (30) days, then the City shall have an additional reasonable period of time within which to cure such default).

Section 7.4 Developer's Remedies. Upon the occurrence of any Event of Default by the City, the Developer may pursue any legal or equitable remedy or remedies, including, without limitation, specific performance, and termination of this Agreement; provided, however, that the Developer shall have no right to terminate this Agreement unless the Developer delivers to the City a second notice which expressly provides that the Developer will terminate within thirty (30) days if the default is not addressed as herein provided.

Section 7.5 Limited Waiver of Immunity.

- (a) Notwithstanding anything to the contrary herein, the City and Developer hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the City's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, Texas Local Government Code.
- (b) Should a court of competent jurisdiction determine the City's immunity from suit is waived in any manner other than as provided in Subchapter I of Chapter 271, Texas Local Government Code, as amended, the Parties hereby acknowledge and agree that in a suit against the City for breach of this Agreement:
 - (i) The total amount of money awarded is limited to actual damages in an amount not to exceed the balance due and owed by City under this Agreement;
 - (ii) The recovery of damages against City may not include consequential damages or exemplary damages; and
 - (iii) The Parties may not recover attorney's fees.

Section 7.6 Limitation on Damages. In no event shall any Party have any liability under this Agreement for any exemplary or consequential damages.

Section 7.7 Waiver. Forbearance by the non-defaulting party to enforce one or more of the remedies herein provided upon the occurrence of an Event of Default by the other party shall not be deemed or construed to constitute a waiver of such default. One or more waivers of a breach of any covenant, term or condition of this Agreement by either party hereto shall not be construed by the other party as a waiver of a different or subsequent breach of the same covenant, term or condition. The consent or approval of either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any other subsequent similar act.

ARTICLE VIII TERM

This Agreement is effective as of the Effective Date and terminates twenty years following the Effective Date.

ARTICLE IX INDEMNIFICATION

THE DEVELOPER AGREES TO ASSUME FULL RESPONSIBILITY AND LIABILITY FOR THE DEVELOPMENT, DESIGN AND CONSTRUCTION OF THE DEVELOPMENT AND HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, AGENTS, AND SERVANTS, OF AND FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTIONS OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, PERSONS AND ANY LOSSES FOR DAMAGES TO PROPERTY CAUSED BY OR ALLEGED TO BE CAUSED, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF, EITHER DIRECTLY OR INDIRECTLY, OR IN CONNECTION WITH, THE DEVELOPMENT, DESIGN AND CONSTRUCTION OF THE DEVELOPMENT, WHETHER OR NOT SAID CLAIMS, DEMANDS, CAUSES OF ACTIONS ARE CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND A PARTY TO THIS AGREEMENT, OR WHETHER IT WAS CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND SOME OTHER THIRD PARTY. THE DEVELOPER AGREES THAT ANY INSURANCE CARRIER INVOLVED SHALL NOT BE ENTITLED TO SUBROGATION UNDER ANY CIRCUMSTANCES AGAINST THE CITY, IT OFFICERS, OFFICIALS, AND EMPLOYEES. This Section shall survive termination or expiration of this Agreement. The provisions of this Section are solely for the benefit of the City, and shall not be deemed to be for the benefit of any other person or entity.

ARTICLE X MISCELLANEOUS

Section 10.1 Mutual Assistance. The Developer and the City shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions.

Section 10.2 Representations and Warranties. The Developer represents and warrants to the City that it has the requisite authority to enter into this Agreement. The Developer represents and warrants to the City that it will not violate any federal, state or local laws in operating the Development, that the Development shall conform to the applicable building codes, zoning ordinances and all other ordinances and regulations.

Section 10.3 Successors and Assigns. This Agreement may not be assigned by either party without the express written consent of the other party. The provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 10.4 Section or Other Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 10.5 Amendment. This Agreement may only be amended, altered, or revoked by written instrument signed by the Developer and approved by the City through its City Council.

Section 10.6 Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

Notice to the Developer shall be sent to:

Mission Waco, Mission World, Inc.
Attn: John Calaway
1315 N. 15th Street, Waco, Texas 76707

Notice to the City shall be sent to:

City of Waco
Attn: Galen Price
P.O. Box 2570
Waco, Texas 76702-2570.

Section 10.7 Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

Section 10.8 Applicable Law. THIS AGREEMENT IS MADE, AND SHALL BE CONSTRUED AND INTERPRETED UNDER THE LAWS OF THE STATE OF TEXAS AND VENUE SHALL LIE EXCLUSIVELY IN MCLENNAN COUNTY, TEXAS.

Section 10.9 Severability. In the event any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Section 10.10 Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

Section 10.11 Covenant Running with the Land. All rights, covenants, restrictions, burdens, privileges and charges, set forth in this Agreement shall exist at all times as long as this Agreement is in effect, among all parties having any right, title or interest in any portion of all of the Property.

Section 10.12 Force Majeure. If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, inability to procure materials, failure of power, governmental moratorium or other governmental action or inaction (including, failure, refusal or delay in issuing permits, approvals or authorizations), injunction or court order, terrorist attacks, riots, insurrection, war, fire, earthquake, flood or other natural disaster or other reason of a like nature not the fault of the party delaying in performing work or doing acts required under the terms of this Agreement (but excluding delays due to financial inability), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 10.13 Independent Parties. Nothing herein shall be construed as creating a partnership or joint enterprise between the City and the Developer. Furthermore, the parties hereto acknowledge and agree that the doctrine of respondeat superior shall not apply between the City and the Developer, nor between the City and any officer, director, member, agent, employee, contractor, subcontractor, licensee, or invitee of the Developer.

Section 10.14 No Rights Conferred on Others. Nothing in this Agreement shall confer any right upon any person other than the City and the Developer and no other person is considered a third-party beneficiary to this Agreement.

Section 10.15 Approval Not Guaranteed. Nothing contained in this Agreement shall be construed as obligating the City to approve any application required for development of the Property that is not in conformity with the City's adopted development regulations as of the Effective Date, except as expressly otherwise contemplated herein.

Section 10.16 Waiver. No term or condition of this Agreement shall be deemed to have been waived, nor will there be any estoppel to enforce any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel.

Section 10.17 Delays or Omissions. Except as otherwise provided herein to the contrary, no delay or omission to exercise any right, power or remedy inuring to any party upon any breach or default of any party under this Agreement shall impair any such right, power or remedy of such party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. All remedies either under this Agreement or by law or otherwise afforded to the parties shall be cumulative and not alternative.

Section 10.18 Recitals. All the Recitals above are found to be true and correct by the parties to this Agreement.

Section 10.19 Limited Recourse. No officer, director, employee, agent, attorney or representative of the Developer shall be deemed to be a party to this Agreement or shall be liable for any of the contractual obligations created hereunder. No elected official of the City and no agent, attorney or representative of the City shall be deemed to be a party to this Agreement or shall be liable for any of the contractual obligations created hereunder.

Section 10.20 Gift to Public Servant. The Developer shall not, and shall use commercially reasonable efforts to cause its contractors and agents to not, offer, or agree to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting. For purposes of this Section, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law. Notwithstanding any other legal remedies, the City may require the Developer to remove any employee or contractor of Developer from performance responsibilities under this Agreement who has violated the restrictions of this Section or any similar state or federal law.

Section 10.21 Entire Agreement. This Agreement (including the Exhibits attached hereto), and the other documents delivered pursuant hereto and referenced herein constitute the full and entire understanding and agreement between the parties with regard to the subject matter hereof and thereof and supersede any prior or contemporaneous, written or oral agreements or discussions between the parties. Except as expressly provided herein, neither this Agreement nor

any term hereof may be amended, waived, discharged or terminated, except by a written instrument signed by the parties hereto.

EXECUTED on this _____ day of _____, 2026.

[Signatures on next page]

MISSION WACO, MISSION WORLD, INC.

By: _____
John Calaway
President and Executive Director

ATTEST:

By: _____

THE CITY OF WACO, TEXAS

By: _____
Ryan Holt
City Manager, City of Waco

ATTEST:

By: _____
Michelle Hicks
City Secretary, City of Waco

APPROVED AS TO CONTENT:

By: _____
Galen Price
Director of Housing and Community Development

APPROVED AS TO FORM AND LEGALITY:

By: _____
Kathleen Perdon
Deputy City Attorney, City of Waco

Attachment B
City Participation Summary

	Funding		Housing		
	Amount	Source	Veterans	Other	Total
Units			20	308	328
Units as % of Total			6%	94%	100%
Land	\$1,000,000	ARPA	\$60,976	\$939,024	\$1,000,000
Phase 1 City Required Infrastructure	\$700,102	Water Fund	\$42,689	\$657,413	\$700,102
Future Phase City Required Infrastructure	\$100,000	Water Fund	\$6,098	\$93,902	\$100,000
Veteran Housing	\$195,500	General Fund	\$195,500		\$195,500
Total	\$1,995,602	ALL	\$305,282	\$1,690,649	\$1,995,931
Per Unit			\$15,264	\$5,489	\$6,085

RESOLUTION NO. 2026-___

WHEREAS, on June 6, 2023, by Resolution No. 2023-410, City Council approved a Development Agreement with Mission Waco, Mission World, Inc., wherein the City would provide \$1.0 million from ARPA funds to help finance land acquisition for Creekside Community Village; and

WHEREAS, completion of Phase I of Creekside Community Village was extended to March 31, 2026 (on January 20, 2026 (via Resolution No. 2026-027)); and

WHEREAS, after the Development Agreement was executed, the City required Mission Waco to meet fire flow requirements (which would increase the size of pipeline required for the Project), to connect to the City water system at a different point than originally agreed (which was over a 1,000-foot difference), to include a loop in the Project's water system, and to perform a detailed floodplain study; and Mission Waco also agreed to develop and implement a plan to seek out United States Military Veterans and place Veterans in up to 6% of the Development,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WACO, TEXAS:

That the Operating Budget is amended as follows: the General Fund is reduced by \$195,500.00, and the Water Fund is reduced by \$800,102.00.

That the Fiscal Year 2025-2026 Capital Improvement Program Budget is amended as follows: the Water Cash CIP Fund is increased by \$800,102.00 (to then be decreased by \$800,102.00).

That an Amended and Restated Development Agreement Between the City of Waco and Mission Waco, Mission World, Inc., for additional City Infrastructure and a Military Veteran's Plan for the Development, increasing the total amount of City participation by \$995,602.00 (for a new total amount not to exceed \$1,995,602.00), is hereby approved.

That the City Manager, or designee, is hereby authorized to execute any documents in connection therewith.

That it is hereby officially found and determined that the meeting at which this resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this 7th day of April 2026.

Jim Holmes, Mayor
City of Waco, Texas

ATTEST:

Michelle Hicks, City Secretary

[Signatures continue on next page]

APPROVED AS TO FORM & LEGALITY:

Kristen L. Hamilton-Karam, City Attorney