

**MINUTES OF THE JOINT MEETING OF THE
TIRZ 17 REDEVELOPMENT AUTHORITY/MEMORIAL CITY REDEVELOPMENT AUTHORITY and
TAX REINVESTMENT ZONE NUMBER SEVENTEEN, CITY OF HOUSTON, TEXAS
BOARD OF DIRECTORS**

June 19, 2018

ESTABLISH QUORUM AND CALL MEETING TO ORDER.

The Board of Directors of the TIRZ 17 Redevelopment Authority/Memorial City Redevelopment Authority and Tax Reinvestment Zone Number Seventeen, City of Houston, Texas, held a regular joint meeting on Tuesday, June 19, 2018, at 2:00 p.m., at the Four Points by Sheraton, 10655 Katy Freeway, Wycliffe Room, Houston, Texas 77024, inside the boundaries of the TIRZ, open to the public, and the roll was called of the duly appointed members of the Board, to-wit:

Position 1 – Marshall B. Heins
Position 2 – John Rickel
Position 3 – David P. Durham
Position 4 – Ann T. Givens, *Chair*

Position 5 – Zachary R. Hodges
Position 6 – Brad Freels, *Vice-Chair*
Position 7 – Glenn E. Airola, *Secretary*

and all of the above were present, with the exception of Director Hodges, thus constituting a quorum. Also present were Scott Bean and Linda Clayton, both of Hawes Hill & Associates, LLP; Jessica Carr, Allen Boone Humphries Robinson, LLP; and Michelle Lofton, ETI Bookkeeping Services. Others attending the meeting were Jennifer Curley, COH - Economic Development Dept.; Gary Hill, COH-PWE; Amy Peck, District A; Pat Walters and Ben Gillis, Memorial Management District; Laurie Rosenbaum, City of Bunker Hill; Muhammad Ali, LAN; James Vick and Clayton Bruner, SWA; Betsy Coker; Joannie Morby; John Dunn; John Jackson; Donna Freedman; Robert Benz; Jim Shroff; Bruce Newell; David Bartlett; and Lois Myers. Chair Givens called the meeting to order at 2:01 p.m.

RECEIVE PUBLIC COMMENTS.

Public comments were received from John Jackson, Donna Freedman and Lois Myers.

APPROVE MINUTES OF THE MAY 22, 2018, MEETING.

Upon a motion duly made by Director Durham, and being seconded by Director Rickel, the Board voted unanimously to approve the Minutes of the May 22, 2018 Board meeting, as presented.

RECEIVE FINANCIAL AND BOOKKEEPER'S REPORT, INCLUDING PAYMENT OF INVOICES, REVIEW OF INVESTMENTS, AND PROJECT CASH FLOW REPORTS.

Ms. Lofton presented the Bookkeeper's Report and went over invoices, included in the Board agenda materials. Upon a motion duly made by Director Durham, and being seconded by Director Heins, the Board voted unanimously to accept the Bookkeeper's Report and approved payment of invoices, as presented.

CONSIDER 2-YEAR PROPOSAL FROM MCGRATH & CO PLLC TO PREPARE FINANCIAL STATEMENTS FOR AUDITOR.

Mr. Bean reviewed the two-year proposal from McGrath & Co PLLC to perform pre-audit services for FY2017 and FY2018 in an estimated amount of \$10,250.00 for each fiscal year. Upon a motion duly made by Director Rickel, and being seconded by Director Heins, the Board voted unanimously to approve the 2-year proposal from McGrath & Co PLLC to perform pre-audit services for FY2017 and FY2018, as presented.

CONSIDER PAY ESTIMATE NO. 9 FROM SER CONSTRUCTION PARTNERS, T&C RECONSTRUCTION AND DRAINAGE IMPROVEMENTS, IN THE AMOUNT OF \$239,608.88.

Mr. Ali reviewed Pay Estimate No. 9 from SER Construction, T&C Reconstruction, in the amount of \$239,608.88, included in the Board agenda materials. He reported LAN has reviewed the pay application and concurs with the quantities and amounts and is recommending for approval. Upon a motion duly made by Director Rickel, and being seconded by Director Durham, the Board voted unanimously to approve Pay Estimate No. 9, T&C Reconstruction and Drainage Improvements, from SER Construction Partners in the amount of \$239,608.88, as presented.

2:20 p.m. Director Hodges arrived meeting.

TOWN & COUNTRY ELECTRICAL

a. Consider Cost Sharing Agreement for T&C electrical

Ms. Carr reviewed the Cost Sharing Agreement, a draft is attached as Exhibit A. She reported the board previously approved an amount up to \$162,000 for the GFCI outlets, electrical infrastructure and up lighting and authorized staff and LAN to negotiate a change order and a cost sharing agreement. She reported Midway is paying for the design and their frontage, including GFCI outlets in the right-of-way. She reported \$118,000 is being paid by Midway and the Authority would be responsible for the remaining fees. The board discussed the pros and cons and noted this is a quality of life component and will prevent tearing up driveways and sidewalks in the future if a decision is made to add the electrical infrastructure in front of the current vacant properties and Trammel Crow's property. If this work was not done now and done in the future, then it would disrupt the public and would necessitate remobilizing the contractor and would cost more. After full discussion by the Board, and upon a motion duly made by Director Airola, and being seconded by Director Durham, Directors Airola, Durham, Rickel, Heins, Hodges and Givens voted to approve the Cost Sharing Agreement for a total cost to the Authority in the amount of \$176,000.00. Director Freels abstained. The motion passed.

There was general discussion regarding possibly getting reimbursement agreements for the costs from other properties, including Trammel Crow and the property owner on the east side. Ms. Carr reported there is a time limit because the contractors, SER Construction Co., is mobilized now and a change order on the contract would need to be approved. Director Rickel indicated he would not approve the Change Order.

b. Consider Work Order #16 (Amended) from SWA

Mr. Bruner reviewed Work Order #16 (amended) for professional design and administration services for the Town & Country project, included in the Board agenda materials. He reviewed each

task order and answered questions. He reported task one is amended to add an additional 6 months to the the construction phase services. Mr. Vick answered questions regarding the extra 6-month construction phase services cost and estimate over time limit. Mr. Ali reported the project began in September 2017 and will finish in late October; approximately 104 days for the contract to end with an estimate of approximately 3 weeks possible over that time period. Mr. Bruner reviewed task orders 2, 3 and 4. Ms. Curley commented this project has a detention/drainage component and it is not an amenity project. After full discussion by the Board, and upon a motion duly made by Director Rickel, and being seconded by Director Heins, the Board voted unanimously to approve the amended tasks 2, 3 and 4 for a total lump sum of \$45,700.00; and declined task # 1.

Chair Givens requested updated Standard guidelines from SWA.

ADJOURNMENT

There being no further business to come before the Board, Chair Givens adjourned the meeting at 2:57 p.m


Secretary

List of Exhibits:

- A. Draft Cost Sharing Agreement

DRAFT

**COST SHARING AGREEMENT FOR
TOWN & COUNTRY BLVD ELECTRICAL AND LIGHTING**

This Agreement (the "Agreement"), effective as of the _____th day of _____, 2018, is entered into by Memorial City Redevelopment Authority (the "Authority") and _____ ("Four Points") (each a "Party" and together, the "Parties").

RECITALS

WHEREAS, the Authority seeks to install electrical conduit infrastructure, GFCI outlets and landscape up-lighting along Town and Country Boulevard from IH-10 to Town and Country way, as described and depicted on the attached Exhibit A (the "Project");

WHEREAS, the Authority and Four Points each agrees to pay its proportionate share of the Project as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties contract and agree as follows:

COST CONTRIBUTION

Allocation of Costs. The Parties determined (i) it would be economically advantageous to each Party to contract for the Project under a single contract administered by the Authority and (ii) that Four Points portion of the costs for the Project (the "Project Costs") shall be \$118,000 (the "Four Points Share"). The Four Points Share will not exceed such amount without prior written consent from Four Points. Four Points Share shall be due and payable to the Authority in immediately available funds 10 days after the Authority approves a contract for the construction and installation of the Project.

Administration of Contract. The contracts for the Project will be awarded in the name of the Authority. The Authority will administer all contracts for the Project, including engineering, bid advertisement, and approving or denying any appropriate pay applications.

Inspection. Four Points, its agents, contractors and representatives, shall have the right to inspect the Project at any time, subject to reasonable identification, safety, notice, route, and date/time restrictions imposed by the Authority.

MAINTENANCE

Upon completion of the Project, Four Points shall be responsible for all maintenance and repair of the GFCI outlets and associated infrastructure and electrical costs within the Project limits. The Authority will have no responsibility, financial or otherwise, for the maintenance of the GFCI outlets or associated infrastructure and electrical costs upon completion of the Project.

MISCELLANEOUS

Remedies; No Additional Waiver Implied. In the event of breach or default by any Party hereto of any term, covenant, condition or liability hereunder (and which breach or default continues for forty-five (45) days after receipt of written notice from the non-breaching or nondefaulting Party) the non-breaching or non-defaulting Party shall have the right to pursue all legal or equitable remedies, including, but not limited to, the right of specific performance by means of a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the breaching or defaulting Party to observe and perform the terms, covenants, obligations, conditions or liabilities prescribed in this Agreement.

No waiver or waivers of any breach or default (or any breaches or defaults) by any Party hereto of any term, covenant, condition, or liability hereunder, or the performance by any Party of any duty of obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Addresses and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made or accepted by any Party, must be in writing and shall be effective when received by the Party to be notified. For the purpose of notice, addresses of the Parties shall, until changed as hereinafter provided, be as follows:

If to the Authority:

Mr. Scott Bean
Hawes Hill & Associates, LLP
P. O. Box 22167
Houston, TX 77227-2167

with a copy to

Ms. Jessica Carr
Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

If to Four Points:

Mr. _____
800 Town & Country Blvd
Suite 200
Houston, Texas 77046

Any Party shall have the right from time to time and at any time to change its address and each shall have the right to specify any other address by at least fifteen (15) days' written notice to the other Parties.

Complete Agreement. This Agreement, together with the Exhibits hereto, constitutes the entire agreement by and between the Parties hereto relative to the subject matter hereof and may not be altered or amended except by written amendment executed by all other Parties.

Assignability. This Agreement shall not be assignable, in whole or in part, by any Party without first obtaining the written consent of the other Party hereto, which consent shall not be unreasonably withheld, conditioned, or delayed.

Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties hereto, and their legal successors and assigns and shall not be construed to confer any rights upon any other person or entity. Nothing herein shall be construed to confer standing to sue upon any party who did not otherwise have such standing and it is expressly agreed that nothing herein shall be construed to create any duty or obligation on the part of one district to the customers of another.

Modification. This Agreement shall be subject to change or modification only with the written mutual consent of each Party hereto.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple counterparts, each of which shall be deemed to be an original, as of the date and year first written above.

MEMORIAL CITY REDEVELOPMENT
AUTHORITY

Chair, Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

_____, a Texas limited
partnership

**EXHIBIT A
THE PROJECT**

