

TIRZ 17 Redevelopment Authority
Memorial City Redevelopment Authority
Houston, Texas

The Board of Directors of the TIRZ 17 Redevelopment Authority (aka the Memorial City Redevelopment Authority) will hold a regular meeting on Tuesday, July 29, 2014, at 7:30 a.m., at Four Points by Sheraton, 10655 Katy Freeway, Wycliffe Room, Houston, Texas 77024, to discuss, and if appropriate, act upon the following items:

1. Call meeting to order, take attendance, and verify a quorum is present.
2. Comments from the public.
3. Approve minutes of Board of Directors meeting dated June 24, 2014.
4. Financial and bookkeeping matters, including payment of invoices, review of investments and project cash flow reports.
5. Local Interaction Group report and update.
6. Special presentation to the Board: METRO board member, Christof Spieler will be presenting the METRO Transit System Reimagining Draft Plan.
7. Open Discussion regarding the recommendation and solicitation for Land Search Consultant services for the purpose of identifying potential detention basin sites.
8. Review and approve task order from Lockwood, Andrews, and Newnam, Inc., for Professional Engineering Consulting Services.
9. Review and approve task order from Klotz and Associates, for Professional Engineering Consulting Services.
10. Lumpkin Road Drainage and Mobility Project, including;
 - a. Approve Lockwood, Andrews, and Newnam, Inc., to advertise for bid and solicit bids from qualified general contractors for construction.
 - b. Review and approve Reimbursement Agreement between Memorial City Redevelopment Authority and AT&T to relocate the conflicting utility.
11. Barryknoll East Improvement Project, including;
 - a. Construction status.
 - b. Approval of time modifications, changes in work or pay applications.
12. Town and Country West Drainage and Mobility Project, including;
 - a. Review and approve task order from Lockwood, Andrews, and Newnam, Inc., for "Town and Country West Drainage and Mobility Improvements TIRZ 17 CIP No. T-1717 - Amendment to Phase II Detailed Design."
 - b. Review and approve right of entry agreement to install temporary fence and sign.
 - c. Review and approve Disbursement Agreement for proceeds of Midway Cos remainder tract sale.
13. Executive Director's Report.
14. Convene in Executive Session pursuant to Section 551.074, Texas Government Code, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
15. Reconvene in Open Session and authorize appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

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Persons with disabilities who plan to attend this meeting and would like to request auxiliary aids or services are requested to contact Don Huml at (713) 829-5720 or donhuml@houstontirz17.org at least 72 hours prior to the meeting so that appropriate arrangements can be made. For complaints or concerns regarding compliance with the Americans with Disabilities Act, please contact Don Huml, Executive Director for the Authority.

16. Convene in Executive Session pursuant to Section 551.072, Texas Government Code, to deliberate the purchase, exchange, lease, or value of real property.
17. Reconvene in Open Session and authorize appropriate action regarding the purchase, exchange, lease, or value of real property.
18. Approve execution of Purchase and Sale Agreement.
19. Approve Temporary Construction and Right of Entry Agreement.
20. Adjournment.


Attorney for the Authority

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MINUTES OF THE BOARD OF DIRECTORS MEETING
TIRZ 17 Redevelopment Authority/Memorial City Redevelopment Authority
City of Houston, Texas

June 24, 2014

The Board of Directors (the "Board") of the TIRZ 17 Redevelopment Authority/Memorial City Redevelopment Authority (the "Authority") met in regular session, open to the public, on June 24, 2014, at Four Points by Sheraton, 10655 Katy Freeway, Bunker Hill Room, Houston, Texas 77024.

Board members in attendance:

Ann T. Givens, Chair
Brad Freels, Vice Chair
Glenn Airola, Secretary
Bob Tucker, Assistant Secretary
Zachary R. Hodges, Director
David A. Hamilton, Director
John Rickel, Director

Staff in attendance:

Don Huml - Executive Director

Consultants in attendance:

Michelle Lofton - ETI Bookkeeping Services
Muhammad Ali and Raphael Ortega - Lockwood, Andrews & Newnam, Inc. ("LAN")
Jessica Holoubek and Kristen Hogan - Allen Boone Humphries Robinson LLP ("ABHR")
Gary Struzick and Wayne Klotz - Klotz Associates, Inc. ("Klotz")
David Smalling - RBC Capital Markets

City of Houston (the "City") representatives in attendance:

Ralph De Leon and Mary Buzack
Amy Peck, Chief of Staff for City Council Member Brenda Stardig

1. Call Meeting to Order

Having established that a quorum of the Board was present, Mr. Huml called the meeting to order at 7:32 a.m.

2. Public Comments

Ms. Virginia Gregory commented on development within the Authority and the standards and agreements for same.

Mr. Robert Benz commented on the Memorial Drive project and public input on the plans for such project.

Ms. Roberta Prazak commented on agreements for development within the Authority, discussions at the "super neighborhood" meeting, and expenses related to Memorial Drive and Kimberley Lane projects.

3. Minutes of May 27, 2014 Meeting

The Board reviewed the minutes of the May 27, 2014, regular meeting. Following review and discussion, Director Givens moved to approve the minutes as submitted. The motion was seconded by Director Hodges and carried unanimously.

4. Financial and Bookkeeping Matters

Ms. Lofton reviewed the financial report for May and presented checks for payment by the Authority. After review and discussion, Director Hamilton moved to approve the financial report and payment of the bills presented. The motion was seconded by Director Givens. Director Rickel noted the invoice from Marsh Darcy Partners, Inc. and Mr. Huml's attendance at meetings of other governmental entities. The Board discussed Mr. Huml's administrative expenses and Directors Freels and Givens expressed support of Mr. Huml's attendance at other public meetings to gain ideas and knowledge that could be applied to Authority matters. Upon calling for a vote on the motion, all of the Board members voted aye and the motion passed by unanimous vote.

5. Local Interaction Group Report and Update

Director Hamilton reported on the Local Interaction Group meeting held on June 20, 2014, including discussions regarding drainage and information included on the Authority's website.

6. Adopt Capital Improvement Plan and Budget for Fiscal Year End June 30, 2015, and Authorize Submittal to the City of Houston

Mr. Huml discussed the Board's decision at last month's meeting to table adoption of the 2015 CIP budget until the next meeting, following an additional meeting of the CIP Committee. He said the CIP Committee held an additional meeting

and had distributed a revised CIP on May 30, 2014, for review by the other Board members. Director Rickel moved to approve the final CIP and 2015 budget prepared by the CIP Committee. Director Tucker seconded the motion. Director Givens discussed the issues she presented at last month's meeting, noting her concerns were partially addressed by the CIP Committee. Director Hamilton reported on the CIP Committee's discussions regarding the revised CIP. Director Givens said funds allocated for detention in the CIP should be made available for other projects if property for detention projects is not identified. Discussion ensued regarding the purpose and function of the CIP and the opportunity for the Board to discuss and approve projects included in the CIP prior to proceeding to spend funds allocated for such purpose. Upon a request from Director Givens for a roll call vote, Director Givens voted nay and Directors Hamilton, Freels, Hodges, Tucker, Rickel, and Airola voted aye. Thus, the motion passed by majority vote of six ayes to one nay.

7. Special Presentation to the Board: CIP #1717 Town & Country West Drainage and Mobility Improvements Phase II

Mr. Ali gave a presentation regarding the objections and plans for phase II drainage and mobility improvements for Town & Country West. The Board discussed land acquisition necessary for the project.

8. Review and Approve Task Order from LAN for Detailed Design for CIP T-1717 Town & Country West Drainage and Mobility Improvements Phase II

The Board discussed the proposal from LAN for engineering services associated with the design of phase II drainage and mobility improvements for Town & Country West, a copy of which was provided at last month's meeting. Following review and discussion, Director Rickel moved to approve the task order from LAN for a total cost of \$662,200. The motion was seconded by Director Airola and carried by unanimous vote, with Director Freels abstaining from the vote.

Director Rickel asked LAN to prepare an estimate of the additional costs to extend the drainage improvements to Town & Country Way.

9. Barryknoll East Improvement Project

Mr. Ali updated the Board on the Barryknoll East roadway and drainage improvement project by Texas Sterling Construction Co. ("Texas Sterling"). He recommended payment of Pay Estimate No. 12 in the amount of \$185,569.90. In response to a question from Director Givens, Mr. Ali said the construction manager has provided updates on the project to the area homeowners associations. Following discussion and review and based upon the engineer's recommendation, Director Rickel

moved to approve Pay Estimate No. 12 in the amount of \$185,569.90 to Texas Sterling. The motion was seconded by Director Tucker and carried unanimously.

10. W140 Detention Basin Project

Mr. Ali reported on the Briar Branch detention basin package by L.N. McKean, Inc. He reported that the contractor replaced the dead trees in the basin.

Mr. Ali presented and recommended Board approval of the Certificate of Final Completion for the project. Following review and discussion and based upon the engineer's recommendation, upon a motion made by Director Airola and seconded by Director Rickel, the Board voted unanimously to approve the Certificate of Final Completion.

Mr. Ali next recommended payment of Pay Estimate No. 8 in the amount of \$63,519.80. Following review and discussion and based upon the engineer's recommendation, Director Hamilton moved to approve Pay Estimate No. 8 in the amount of \$63,519.80 to L.N. McKean, Inc. Director Givens seconded the motion, which passed unanimously. Mr. Huml noted that retainage is being held to ensure that final restoration and vegetation establishment is completed.

11. Amendment to Exchange Agreement

Ms. Holoubek discussed the Exchange Agreement between the Authority, SFP Hotel Investors, L.P., and SFP Hotel Partners, L.P. She reviewed a First Amendment to Exchange Agreement, the purpose of which is to document the allocation of proceeds from the sale of Tract C among the parties, a portion of which will be used to pay back the loan made by T&C Way Partners, LLC to the Authority. After review and discussion, Director Givens moved to approve the First Amendment to Exchange Agreement. Director Airola seconded the motion, which passed unanimously, with Director Freels abstaining from the vote.

12. Amendment to Development Agreement

Ms. Holoubek discussed the Development Agreement between the Authority and T&C Way Partners, LLC. She reviewed a First Amendment to Development Agreement to update the legal description of the property to be dedicated as right of way described in the Development Agreement. After review and discussion, Director Givens moved to approve the First Amendment to Development Agreement. Director Hodges seconded the motion, which passed unanimously, with Director Freels abstaining from the vote.

13. Establish Annexation Committee

Director Givens recommended that the Board consider establishing a three-member Annexation Committee to work on matters related to the City's annexation of property into the TIRZ 17 boundaries, including coordination with property owners and City representatives. The three-member committee would be comprised of two permanent members and one revolving floater member. After discussion, Director Givens moved to appoint an Annexation Committee comprised of Directors Freels and Airola. Director Hodges seconded the motion, which passed unanimously.

14. Status Report Regarding the Klotz Independent Review of the LAN Regional Drainage Study

Mr. Struzick updated the Board on Klotz's independent review of the Regional Drainage Study prepared by LAN. He distributed a report and reviewed recommendations included therein. Director Rickel discussed the information included in the report and additional issues that need to be addressed in the report. After discussion, the Board concurred for Directors Givens, Hamilton, and Rickel to meet with Klotz and LAN to address questions regarding the information included in the report.

15. Executive Director's Report

Mr. Huml reviewed the Executive Director's report. He acknowledged and congratulated (1) Director Hodges on his new position as acting Vice Chancellor for Academic Affairs for the Houston Community College System and (2) Mr. Ortega on being selected by the University of Houston Alumni Association as a 2014 Distinguished Alumni Award Honoree. Mr. Huml also reported on accolades received by the Authority.

16. Convene in Executive Session Pursuant to Section 551.072, Texas Government Code, to Deliberate the Purchase, Exchange, Lease or Value of Real Property

At 8:58 a.m., Mr. Huml announced the Board would convene in executive session to deliberate the purchase, exchange, lease or value of real property.

17. Reconvene in Open Session and Authorize Appropriate Action Regarding the Purchase, Exchange, Lease or Value of Real Property

At 9:51 a.m., Mr. Huml announced the Board would reconvene in open session. Upon reconvening in open session, Director Givens moved to approve a Right of Entry Agreement. Director Rickel seconded the motion, which passed unanimously.

18. Open Discussion Regarding the Recommendation and Solicitation for a Land Search Consulting Firm

Mr. Huml reviewed a request for qualifications to be sent to land search consulting firms. The Board provided names of additional firms to be added to the distribution list. After discussion, Director Hamilton made a motion to authorize Mr. Huml to solicit proposals and coordinate with Directors Freels and Airola to prepare a recommendation for the Board's consideration at next month's meeting. Director Rickel seconded the motion, which passed unanimously.

The Board asked Mr. Huml to prepare a map showing the Authority's boundaries and the additional areas outside its boundaries impacted by Authority improvements.

19. Adjournment

There being no additional matters for the Board's consideration, the meeting was adjourned.

Approved:

Secretary, Board of Directors
TIRZ 17 Redevelopment Authority City of Houston, Texas

Memorial City Redevelopment Authority

Cash Management Report

June 30, 2014

ETI BOOKKEEPING SERVICES

17111 ROLLING CREEK DRIVE SUITE 108

HOUSTON TX 77090

TELEPHONE 281 444 3384 FAX 281 440 8304

Fiscal Year End: June 30, 2014

Summary

<u>Current Activity</u>	<u>Memorial City Redevelopment Authority</u>			
	<u>General Fund</u>	<u>Capital Projects</u>	<u>Debt Service</u>	<u>Total</u>
Beginning Balance	14,503,621.80	12,028,604.70	6,483.44	26,538,709.94
Revenue	1,766.50	5,649.96	0.09	7,416.55
Expenditures	509,783.35	433,931.34	0.00	943,714.69
Ending Balance	13,995,604.95	11,600,323.32	6,483.53	25,602,411.80

NOTES

Debt Service Payments due in Fiscal Year End 2015:

Date	Series	Principal	Interest	Total
9/1/2014	2008	430,000.00	180,670.00	610,670.00
9/1/2014	2011	540,000.00	161,184.00	701,184.00
9/1/2014	2011A	1,690,000.00	536,497.50	2,226,497.50
3/1/2015	2008	-	171,102.50	171,102.50
3/1/2015	2011	-	151,248.00	151,248.00
3/1/2015	2011A	-	503,965.00	503,965.00
			Total FYE 2015	4,364,667.00

General Operating Fund

BEGINNING BALANCE: **14,503,621.80**

REVENUE:

Checking Interest - Bank of America	1,659.86	
Texpool Interest	20.71	
Wells Fargo/TexSTAR (Surplus Funds) Interest	85.93	
Voided Check (s)	0.00	
Total Revenue:		1,766.50

DISBURSEMENTS:

Checks Presented At Last Meeting	497,752.32	
Checks Written at/after Last Meeting	0.00	
FDIC Assessment Fee	1,108.77	
Direct Deposit Payroll	8,001.58	
Payroll Taxes	1,723.92	
Employee Expenses	1,196.76	
Total Expenditures		509,783.35

Ending Balance: **13,995,604.95**

Location of Assets:

Institution	Investment Number	Interest Rate	
Bank of America	*9516	0.2000	9,612,454.47
TexPool	*0001	0.0284	884,484.84
Wells Fargo *	TexSTAR Surplus Funds	0.0322	3,251,204.38
Texas Exchange Bank CD	*3601	0.7500	247,461.26
		Total	13,995,604.95

Certificate of Deposit CD *4215 Term: 12 Months Matures: 09/29/2014

**Memorial City Redevelopment Authority
Checks Presented July 29, 2014**

Num	Name	Description	Amount
1400	Allen Boone Humphries Robinson LLP	Legal Fee	-6,556.98
1401	Equi-Tax, Inc	Tax Assessor Fee	-400.00
1402	eSiteful, Inc.	IT Support	-4,680.00
1403	ETI Bookkeeping Services	Bookkeeping Fee	-1,074.68
1404	Marsh Darcy Partners, Inc	Office Lease	-1,396.84
Total			-14,108.50

Capital Projects Fund

BEGINNING BALANCE		12,028,604.70
 REVENUE		
Checking Interest - Bank of America	1,917.89	
TexPool Interest	8.07	
Voided Check(s) 10226	3,724.00	
Total Revenue		5,649.96
 EXPENDITURES		
Checks Presented at Last Meeting	432,022.59	
Checks Written at/after Last Meeting	588.31	
10241 City of Houston		
FDIC Assessment Fee	1,320.44	
Total Expenditures		433,931.34
 ENDING BALANCE		 11,600,323.32

Location of Assets:

Institution	Investment Number	Interest Rate	Current Balance
Bank of America	*1719	0.2000	11,255,915.55
Tex Pool	*0003	0.0284	344,407.77
		Total	11,600,323.32

**Memorial City Redevelopment Authority
Checks Presented July 29, 2014**

Num	Name	Description	Amount
10242	Allen Boone Humphries Robinson LLP	Legal Fee	-20,983.38
10243	City of Houston - Water Bill	Water	-382.78
10244	Gary A. Mason	Right-of-Way Purchase (Reissue)	-3,926.50
10245	Klotz Associates Inc	W140 Channel Improvements	-134,935.26
10246	Lockwood, Andrews & Newman, Inc.	Engineering Fee	-71,215.65
10247	SWA Group	Landscape Architect Services	-22,817.34
10248	Texas Sterling Construction Co.	Pay Estimate No. 13	-556,261.57
10249	Stewart Title Company	Earnest Money	-2,500.00
Total			-813,022.48

Debt Service Fund

BEGINNING BALANCE		6,483.44
 REVENUE		
Wells Fargo/TexSTAR (2008 DSF) Interest	0.00	
Wells Fargo/TexSTAR (DS Reserve) Interest	0.00	
Wells Fargo/TexSTAR (2008 Pled Rev) Interest	0.09	
Total Revenue		0.09
 EXPENDITURES		
2008 Debt Service Interest Payment	0.00	
2008 Debt Service Principal Payment	0.00	
Total Expenditures		0.00
 ENDING BALANCE		 6,483.53

Location of Assets:

Institution	Investment Number	Interest Rate	Current Balance
Wells Fargo *4601	TexSTAR 2008 DSF	0.0322	636.04
Wells Fargo *4603	TexSTAR DS Reserve	0.0322	272.17
Wells Fargo *4600	TexSTAR 2008 Pledged Rev	0.0322	5,575.32
		Total	6,483.53

Memorial City Redevelopment Authority
Investment Report
June 30, 2014

SCHEDULE OF INVESTMENTS

Investment Pools

Fund	Location Of Assets	Interest Rate	Beginning Balance		Interest Earned	Deposits or (Withdrawals)	Ending Balance		
			Market	N.A.V.			Market	N.A.V.	
GOF	TexPool	0.0284	885,705.17	1.00005	20.71	(1,196.76)	884,529.06	1.00005	884,484.84
GOF	Wells Fargo/ TexStar	0.0322	3,251,290.76	1.000053	85.93	(0.00)	3,251,327.93	1.000038	3,251,204.38
CPF	TexPool	0.0284	344,416.92	1.00005	8.07	0.00	344,424.99	1.00005	344,407.77
DSF	Wells Fargo/ TexStar DSF	0.0322	636.07	1.000053	0.00	0.00	636.06	1.000038	636.04
DSF	Wells Fargo/ TexStar Res.	0.0322	272.18	1.000053	0.00	0.00	272.18	1.000038	272.17
DSF	Wells Fargo/ TexStar PI Rev	0.0322	5,575.53	1.000053	0.09	0.00	5,575.53	1.000038	5,575.32

Certificates of Deposit

Fund	Location Of Assets	Interest Rate	Purchase Value	Term	Maturity Date	Beginning Balance	Deposits or (Withdrawals)	Interest Earned	Ending Balance
GOF	TX Exch *3601	0.7500	245,000.00	12 Months	9/29/2014	247,461.26	0.00	0.00	247,461.26

Collateral Pledged In Addition to FDIC

Depository Institution	Total Funds On Deposit	Custodial Institution	Securities Pledged	Collateral Description	Par Value	Market Value
Bank of America	20,868,370.02	Federal Reserve	31,949,778	FNCL	30,905,065	31,949,778

Certification:

The District's investments are in compliance with the investment strategy as expressed in the District's Investment Policy and the Public Funds Investment Act.

Michelle Taylor
Bookkeeper

Alan Y. Huml
Investment Officer

Investment Officer	Date Assumed Office	Training Completed
Don Huml	4/30/2013	10/26/2013

Memorial City Redevelopment Authority
Profit & Loss Budget vs. Actual
 June 2014

	June			Year To Date (12 Months)			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
Ordinary Income/Expense							
Income							
1000 · Income							
8223 · Interest Income	3,693	5,794	-2,101	58,154	69,533	-11,379	69,533
Total 1000 · Income	3,693	5,794	-2,101	58,154	69,533	-11,379	69,533
6-4320 · Increment Collections	0	10,170,258	-10,170,258	5,572	10,170,258	-10,164,686	10,170,258
Total Income	3,693	10,176,052	-10,172,359	63,726	10,239,791	-10,176,065	10,239,791
Expense							
3335 · Management Consulting Services							
6320 · Legal	9,734	3,333	6,401	65,899	40,000	25,899	40,000
6322 · Eng Consultant/General Prof.Svc	13,204	4,167	9,037	47,410	50,000	-2,590	50,000
6337 · Construction Audit	0	10,000	-10,000	0	10,000	-10,000	10,000
6343 · Other	4,701	0	4,701	7,704	0	7,704	0
Total 3335 · Management Consulting Services	27,639	17,500	10,139	121,013	100,000	21,013	100,000
5650 · Transfers							
6430 · Municipal Services	0	0	0	490,000	490,000	0	490,000
Total 5650 · Transfers	0	0	0	490,000	490,000	0	490,000
5706 · Debt Service							
5707 · Principal	0	0	0	2,560,000	2,560,000	0	2,560,000
5708 · Interest	0	0	0	1,806,771	1,806,771	0	1,806,771
5710 · Other Debt Items							
5710c · Trustee Fee	0	0	0	9,500	0	9,500	0
Total 5710 · Other Debt Items	0	0	0	9,500	0	9,500	0
Total 5706 · Debt Service	0	0	0	4,376,271	4,366,771	9,500	4,366,771
6-6420 · City of Houston Admin Fee	0	508,513	-508,513	0	508,513	-508,513	508,513
6300 · Administration & Overhead							
6321 · Auditor	0	0	0	18,500	17,000	1,500	17,000
6333 · Bookkeeping/Accounting	1,025	875	150	12,334	10,500	1,834	10,500
6340 · Administration Salaries/Benefit	9,583	11,833	-2,250	126,308	142,000	-15,692	142,000
6344 · Bond Svcs/Trustee/FA	400	400	0	5,550	4,800	750	4,800
6350 · Office Expense	1,197	1,250	-53	17,014	15,000	2,014	15,000
6351 · Office Lease	1,397	1,250	147	13,852	15,000	-1,148	15,000
6353 · Insurance / FDIC Assess.Fee	2,429	3,750	-1,321	40,210	45,000	-4,790	45,000
6560 · Payroll Expenses	142	0	142	1,901	0	1,901	0
Total 6300 · Administration & Overhead	16,173	19,358	-3,185	235,669	249,300	-13,631	249,300
6454 · Groundbreaking Ceremony	0	0	0	948	0	948	0
7000 · Capital Expenditure							
1701 · Gessner Widening	0	0	0	127	0	127	0
1702 · Bunker Hill Widening	0	0	0	127	0	127	0

Memorial City Redevelopment Authority
Profit & Loss Budget vs. Actual
 June 2014

	June			Year To Date (12 Months)			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
1709 · Lumpkin I-10 Westview	28,598	141,667	-113,069	832,428	1,700,000	-867,572	1,700,000
1712 · Bunker Hill S Drainage & Mobil	0	0	0	5,939	0	5,939	0
1713 · Memorial near Bwy 8 Drainage	0	0	0	127	0	127	0
1714 · Frostwood & Kingsride Drainage	0	0	0	9,789	0	9,789	0
1715A · Barryknoll East Drainage	562,521	515,293	47,228	3,544,769	6,183,510	-2,638,741	6,183,510
1715B · Barryknoll West Drainage	0	13,833	-13,833	19,315	166,000	-146,685	166,000
1717 · Town & Country W. Drain/Mobil	15,905	183,333	-167,428	2,447,184	2,200,000	247,184	2,200,000
1718 · Kimberly near Bwy 8 Drainage	0	0	0	127	0	127	0
1722 · Town & Country Blv Signalizatn	0	41,667	-41,667	40,541	500,000	-459,459	500,000
1724 · Gessner at Barryknoll Intersec.	0	0	0	127	0	127	0
1725 · Parks & Green Space Improv.	17,117	41,667	-24,550	34,288	500,000	-465,712	500,000
1726 · West Bough Roadway Improvements	0	0	0	127	0	127	0
1727 · N.Gessner Thoroughfare	0	0	0	127	0	127	0
1728 · Westview at Lumpkin Enhancement	0	0	0	802	0	802	0
1731A · Detention Basin & W-140 Bridge	1,526	183,333	-181,807	2,763,401	2,200,000	563,401	2,200,000
1731B · Memorial Drainage & Mobility	113	0	113	239	0	239	0
1732A · N Gessner Drainage & Mobility	0	0	0	7,496	0	7,496	0
1732B · N.Gessner Drainage & Mobility	0	0	0	222	0	222	0
1733A · N.Witte Drainage & Mobility	0	0	0	20,627	0	20,627	0
1733B · N.Witte Drainage & Mobility (B)	0	0	0	127	0	127	0
1734 · W140 Channel Improvements	128,247	46,333	81,914	594,574	556,000	38,574	556,000
1735 · Detention Basin	41,237	1,250,000	-1,208,763	112,237	15,000,000	-14,887,763	15,000,000
Total 7000 · Capital Expenditure	795,264	2,417,126	-1,621,862	10,434,867	29,005,510	-18,570,643	29,005,510
Total Expense	839,076	2,962,497	-2,123,421	15,658,768	34,720,094	-19,061,326	34,720,094
Net Income	-835,383	7,213,555	-8,048,938	-15,595,042	-24,480,303	8,885,261	-24,480,303

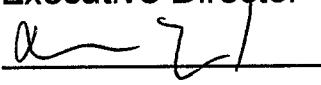
Equi-Tax Inc.

Invoice

Suite 200
17111 Rolling Creek Drive
Houston Texas 77090
281-444-4866

DATE	INVOICE #
7/1/2014	46872

BILL TO
TIRZ 17 Memorial City Redevelopment Authority 17111 Rolling Creek Drive, Ste 200 Houston, TX 77090

DESCRIPTION	AMOUNT
Fee per Contract, Monthly Consultant Services	400.00
Don Huml: Executive Director Reviewed: <u></u> Date: <u>07-22-2014</u> Code: <u>6333</u> Amount: <u>\$400.00</u>	

Total	\$400.00
--------------	----------

ETI Bookkeeping Services

Invoice

PO BOX 73109
Houston, TX 77273

Date	Invoice #
7/1/2014	7106

Bill To
TIRZ 17 Redevelopment Authority P.O. Box 73109 Houston, Texas 77273

Description	Qty	Rate	Amount
Bookkeeping		850.00	850.00
Payroll		100.00	100.00
Additional Meeting Time		75.00	75.00
Couriers		49.68	49.68

	Total	\$1,074.68
	Payments/Credits	\$0.00
	Balance Due	\$1,074.68

Don Huml: Executive Director

Reviewed: *a 7 fl*

Date: 07-22-2014

Code: 6333

Amount: \$1,074.68

Marsh Darcy Partners, Inc.
8955 Katy Freeway
Suite 215
Houston, TX 77024

Invoice #: 1764
Date: 7/15/2014

Bill To:

ETI Accounting Services
Attn: Michelle Lofton
JOB: Memorial City Redevelopment Authority
P.O. Box 73109
Houston, TX 77273

Terms: Due on receipt

Item	Description	#	Rate	Date	Amount
Rent	Rent August 2014		810.00		810.00
Jan Buehler	Assist Don Huml: Download two 11x17 zip files; print 15 color each; total 30 prints.	0.25	50.00	6/17/2014	12.50
Jan Buehler	Assist Don Huml: WinZip download pdf 151 pgs; printed 3 b&W 2-sided.	0.25	50.00	6/19/2014	12.50
Jan Buehler	Assist Don Huml: Prepare/schedule Bee-Line Delivery to Glenn Airola; Print/binder clip 14 board packets (b&w 151 pgs ea); printing pdf b&w 34 pgs.	1.5	50.00	6/20/2014	75.00
Jan Buehler	Assist Don Huml: Design, print, assemble Name Plates for TIRZ 17 Board and Consultants x 19, color 8 1/2x11 cardstock.	1.5	50.00	6/23/2014	75.00
Jan Buehler	Assist Don Huml: Scheduled, prepared Bee-Line Delivery packages to five board members for 6/26.	0.5	50.00	6/25/2014	25.00
Reimb Group	Delivery to Glenn Airola/Fidelis Realty Partners		10.66	6/20/2014	10.66
	Delivery to Glenn Airola/Fidelis Realty Partners		10.66	6/26/2014	10.66
	Delivery to Dr. Zachary Hodges/Houston Community College		16.70	6/26/2014	16.70
	Delivery to Bradley Freels/Midway Companies		7.20	6/26/2014	7.20
	Delivery to John Rickel/Group 1Automotive Inc		7.20	6/26/2014	7.20
	Delivery to David Hamilton/Binkley and Barfield		9.22	6/26/2014	9.22
	Total Reimbursable Expenses				61.64

Thank you for your business.

Total Due

Phone #	Fax:	Web Site
(713) 647-9880	(713) 647-6448	www.marshdarcypartners.com

Marsh Darcy Partners, Inc.
8955 Katy Freeway
Suite 215
Houston, TX 77024

Invoice #: 1764
Date: 7/15/2014

Bill To:

ETI Accounting Services
Attn: Michelle Lofton
JOB:Memorial City Redevelopment Authority
P.O. Box 73109
Houston, TX 77273

Terms: Due on receipt

Item	Description	#	Rate	Date	Amount
Photocopies black & white	Photocopies (black & white) in house Price per page	2,727	0.10	7/15/2014	272.70
Photocopies (color) 8.5"x11"	Photocopies (color) 11"x17" in house price per page.	30	1.15	6/17/2014	34.50
Photocopies (color) 8.5"x11"	Cardstock Nameplates 8 1/2 x 11	18	1.00	7/23/2014	18.00

Don Huml: Executive Director

Reviewed: *al*

Date: 07-22-2014

Code: 6351

Amount: \$1,396.84

Thank you for your business.

Total Due \$1,396.84

Phone #	Fax:	Web Site
(713) 647-9880	(713) 647-6448	www.marshdarcypartners.com



CITY OF HOUSTON

Public Works and Engineering
Department

PAY BY PHONE: 713-371-1265
PAY ONLINE AT WWW.HOUSTONWATERBILLS.ORG
FOR QUESTIONS REGARDING DRAINAGE AND CIP, PLEASE VISIT WWW.REBUILDDHOUSTON.ORG

UTILITY BILL

FOR WATER AND WASTEWATER INQUIRIES, PLEASE CALL 713-371-1400.
FOR DRAINAGE INQUIRIES, PLEASE CALL 713-371-1111.
FOR WATER LEAKS, PLEASE CALL 311.

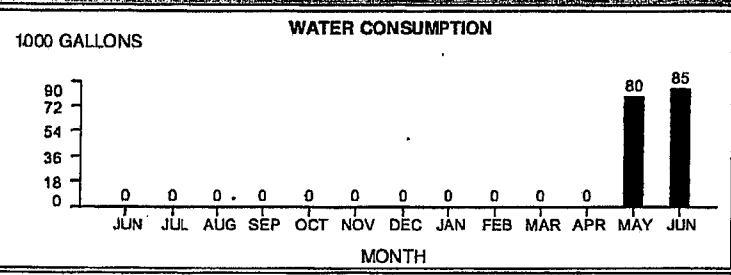
21501 CD-0 WD-12



Account Number 4328-6610-6011		Service Address 9444 1/2 KATY FWY		Rate/Class LAWN METER	Meter Size (inches) 5/8
No. Units	Previous Reading 80	Current Reading 165	Gallons 85,000	Read Date 06/13/2014	
Payments Received PAYMENT 06/09/2014 555.16 CR		Adjustments		Current Charges WATER 588.31	

Don Huml: Executive Director
 Reviewed: Don Huml
 Date: 07-23-2014
 Code: 7000-1731A
 Amount: \$588.31

Previously Billed Amount 555.16	Total Payments 555.16 CR	Total Adjustments 0.00	Total Current Charges 588.31	Total Amount Due \$588.31
Billing Date 06/17/2014		Due Date 07/07/2014		



After 07/07/2014 past due amount will have a 10% delinquent charge

Please remember to add your W.A.T.E.R. Fund pledge to the Total Amount Due.

If you have not pledged and would like to make a contribution to the W.A.T.E.R. Fund, check the box on the return portion of this bill below and include an extra dollar with your payment. Contributions can also be made online at www.houstonwaterbills.org

We would like to thank everyone who has made a pledge or contribution to the Fund.

PAY ONLINE AT WWW.HOUSTONWATERBILLS.ORG

Return this portion with payment. Write account number on all checks.
Payable to: CITY OF HOUSTON

\$1.00 Gift to W.A.T.E.R. Fund

If you have received a drainage charge please note:
The drainage charge reflects a 1000 foot adjustment in impervious surface area that reduced the amount due.

TOTAL AMOUNT DUE:	\$588.31
Amount Paid	
Due Date	07/07/2014



P3MOIO00307536 - 292678 - 1

 MEMORIAL CITY REDEVELOPMENT AUTHORITY
 TIRZ 17
 17111 ROLLING CREEK DR STE 110
 HOUSTON TX 77090-2400

P.O. Box 1560
Houston, TX 77251

432866106011 0000058831 0000058831



12777 Jones Road, Suite 175
Houston, TX 77070

832-604-7083

Invoice

Date	Invoice No.
07/10/2014	4565
Terms	Due Date
Net 30	08/09/2014

Bill To
Ms. Michelle Lofton ETI Bookkeeping Services P.O. Box 73109 Houston, TX 77273

Activity	Quantity	Rate	Amount
• Houston TIRZ 17 Website			
• CMS setup and content migration. Server setup, email setup and migration of old emails and DNS	24	130.00	3,120.00
• Web and Email Hosting-Annual (7/15/14 - 7/14/15)	1	1,300.00	1,300.00
• Content System Management Training	2	130.00	260.00
		Total	\$4,680.00

Don Huml: Executive Director

Reviewed: Don Huml

Date: 07-22-2014

Code: 6343

Amount: \$4,680.00

ABHR

ALLEN BOONE HUMPHRIES ROBINSON LLP

To contact the ABHR Billing Department, please call 713-860-6400 or email at billing@abhr.com

July 08, 2014

MEMORIAL CITY REDEVELOPMENT AUTHORITY

General Client/Matter: MEM001-01
Statement Number: 67825
Billing Attorney: Trey Lary

REMITTANCE PAGE

Fees for services posted through July 04, 2014 6,462.50
Expenses and Other Items posted through July 04, 2014 94.48
Total Amount Due: \$6,556.98

Don Huml: Executive Director

Reviewed: *ah*

Date: 07-10-2014

Code: 6320

Amount: \$6,556.98

Please return this page with your payment to the remittance address below:

**Allen Boone Humphries Robinson LLP
PO Box 4346
Department 90
Houston, TX 77210-4346**

*Checks should be made payable to Allen Boone Humphries Robinson LLP
Please include the invoice number on your check
Total amount payable in U.S.dollars*

ABHR

ALLEN BOONE HUMPHRIES ROBINSON LLP

Taxpayer ID 74-3091731

July 08, 2014

MEMORIAL CITY REDEVELOPMENT AUTHORITY

Ms. Michelle Lofton
ETI Bookkeeping Services
17111 Rolling Creek Drive, Suite 108
Houston, TX 77090

Client/Matter:
Statement Number
Billing Attorney:

MEM001-01
67825
Trey Lary

General

Professional Fees

Fees for services posted through July 04, 2014, as follows:

<u>Date</u>	<u>Professional</u>		<u>Hours</u>
General			
06/10/14	Kristen Hogan	Receive and review Authority correspondence and forward as appropriate	0.25
06/11/14	Jessica Holoubek	Telephone conference with Don Huml regarding Board of Directors approval of CIP	0.25
06/12/14	Jessica Holoubek	Office conference with Don Huml and Ann Givens regarding Board of Directors agenda and budget	1.50
06/12/14	Erin McGibbon	Email the Webmaster regarding questions and comments by Hugh Rawl	0.25
06/13/14	Janelle N. Hedges	Research and forward Minutes as requested by attorney	0.25
06/15/14	Karen Anderson	Receive and review posting certificate regarding May 27, 2014 City posting of agenda; check calendar to verify notice of meeting was posted in accordance with the Open Meeting Act	0.25
06/16/14	Kristen Hogan	Prepare and send out draft agenda for next meeting. Work on minutes of previous meeting	4.25
06/16/14	Jessica Holoubek	Work on Board of Directors meeting agenda	0.50
06/16/14	Yvonne Onak	Monitor City of Houston council agenda for ordinance relating to tax increment funds.	0.25
06/17/14	Jessica Holoubek	Work on Board of Directors meeting minutes	0.75
06/18/14	Karen Anderson	Forward agenda for website posting; prepare correspondence and posting documents for City Hall postings; sort and distribute agenda	1.00
06/18/14	Janelle N. Hedges	Research and forward Letter of Intent as requested by attorney	0.25
06/19/14	Karen Anderson	Forward agenda for website posting; prepare	1.00

Allen Boone Humphries Robinson LLP

July 08, 2014

		correspondence and posting documents for City Hall postings; sort and distribute agenda	
06/19/14	Jessica Holoubek	Review and finalize supplemental agenda	0.25
06/23/14	Kristen Hogan	Prepare for Board meeting; prepare execution copies of documents for Board consideration and forward same to Board; prepare draft minutes	2.00
06/23/14	Jessica Holoubek	Prepare for Board of Directors meeting	0.25
06/23/14	Erin McGibbon	Prepare cover letter to send to the Authority with original documents for the Authority's records	0.25
06/24/14	Kristen Hogan	Travel to and attend Board meeting. Receive and review Authority correspondence and forward as appropriate	3.75
06/24/14	Jessica Holoubek	Travel to and attend Board of Directors meeting	4.00
06/26/14	Marguerite Sharp	Review, sort, and add documents into district records in accordance with Records Management Act and District's Records Management Policy	0.50
07/01/14	Janelle N. Hedges	Research and forward March minutes as requested by attorney	0.25
07/02/14	Yvonne Onak	Monitor City of Houston Council agenda regarding passage of ordinance appropriating tax increment funds.	0.25
07/03/14	Janelle N. Hedges	Review, sort, and add documents into district records in accordance with Records Management Act and District's Records Management Policy.	0.25

Total Task Hours: 22.50
Total Task Amount: \$6,360.00

Public Information Requests

07/02/14	Jessica Holoubek	Telephone conference with Don Huml regarding response to request for information and follow up regarding the same	0.25
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Total Task Hours: 0.25
Total Task Amount: \$102.50
Total Fees: \$6,462.50

Expenses and Other Items

Expenses and Other Items posted through July 04, 2014, as follows:

06/04/14	KH	Federal Express - City of Houston -- Economic Development	15.48
06/06/14	KH	Courier charges - Harris County	20.25
06/12/14	KH	Mileage expense	12.43
06/12/14	KH	Courier charges - Boyar & Miller	16.88
06/18/14	KH	Photocopy Charges	0.15
06/18/14	KH	Photocopy Charges	0.30
06/19/14	KH	Photocopy Charges	0.30
06/19/14	KH	Photocopy Charges	0.15
06/23/14	KH	Photocopy Charges	1.95
06/23/14	KH	Photocopy Charges	0.30
06/23/14	KH	Photocopy Charges	0.30
06/24/14	KH	Mileage expense	13.56

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July 08, 2014

MEMORIAL CITY REDEVELOPMENT AUTHORITY

	Client/Matter:	MEM001-03
	Statement Number:	67826
Projects	Billing Attorney:	Trey Lary

REMITTANCE PAGE

Fees for services posted through July 04, 2014	20,962.50
Expenses and Other Items posted through July 04, 2014	20.88
Total Amount Due:	\$20,983.38

Don Huml: Executive Director

Reviewed: Don Huml

Date: 07-10-2014

Code: 7000 & 6320

Amount: \$20,983.38

Please return this page with your payment to the remittance address below:

Allen Boone Humphries Robinson LLP
PO Box 4346
Department 90
Houston, TX 77210-4346

*Checks should be made payable to Allen Boone Humphries Robinson LLP
Please include the invoice number on your check
Total amount payable in U.S.dollars*

ABHR

ALLEN BOONE HUMPHRIES ROBINSON LLP

Taxpayer ID 74-3091731

July 08, 2014

MEMORIAL CITY REDEVELOPMENT AUTHORITY

Ms. Michelle Lofton
ETI Bookkeeping Services
17111 Rolling Creek Drive, Suite 108
Houston, TX 77090

Client/Matter:
Statement Number
Billing Attorney:

MEM001-03
67826
Trey Lary

Projects

Professional Fees

Fees for services posted through July 04, 2014, as follows:

<u>Date</u>	<u>Professional</u>		<u>Hours</u>
Conrad Saur detention pond ← <i>code to 6320</i>			
06/02/14	Jessica Holoubek	Work on development agreement term sheet	0.50
06/10/14	Jessica Holoubek	Work on development agreement	0.50
06/13/14	Jessica Holoubek	Work on development agreement; telephone conference with Gwen Tillotson	0.75
06/19/14	Jessica Holoubek	Work on Development Agreement	1.00
06/20/14	Jessica Holoubek	Work on Development Agreement	5.00
			<i>Total Task Hours:</i> 7.75
			<i>Total Task Amount:</i> \$3,177.50

Lumpkin I-10 Westview - 1709

06/02/14	Kristen Hogan	Correspond with Don Huml regarding status of pending matters and acquisition of right of way	0.25
06/11/14	Jessica Holoubek	Telephone conference with Don Huml and Muhammad Ali regarding right-of-way acquisition; work with Sarah Shannon regarding the same; telephone conferences regarding property acquisition.	1.00
06/11/14	Anne Newtown	Review draft of easement to city.	0.50
06/11/14	Sarah A. Shannon	Attention to drafting of ROW easement and lienholder consent for 0.0030 acre tract.	1.00
06/12/14	Jessica Holoubek	Work on property acquisition matters	0.25
06/13/14	Jessica Holoubek	Telephone conference with Don Huml regarding right-of-way acquisition matters	0.25
06/17/14	Jessica Holoubek	Receive and review comments to purchase agreement	0.25
06/20/14	Jessica Holoubek	Work on right-of-way conveyance matters	0.25

Allen Boone Humphries Robinson LLP

July 08, 2014

06/20/14	Sarah A. Shannon	Attention to initial review of title policy items needed for conveyance to City of Houston.	0.25
06/23/14	Jessica Holoubek	Work on right-of-way acquisition matters	0.50
06/29/14	Sarah A. Shannon	Attention to ownership information for Lumpkin parcels.	0.25
07/01/14	Jessica Holoubek	Discuss AT&T conflict with Muhammad Ali	0.25
<i>Total Task Hours:</i>			5.00
<i>Total Task Amount:</i>			\$1,767.50

Memorial Drainage & Mobility - 1731B

06/11/14	Trey Lary	Review emails regarding project	0.25
<i>Total Task Hours:</i>			0.25
<i>Total Task Amount:</i>			\$112.50

Town & Country W. Drain/Mobil - 1717

06/04/14	Anne Newtown	Review and prepare execution version of Exchange Agreement; correspondence with Muhammad Ali regarding site plan exhibit; correspondence with counsel regarding same.	1.50
06/09/14	Jessica Holoubek	Work on matters regarding exchange agreement	0.25
06/09/14	Anne Newtown	Review final site plan; assemble Exchange Agreement.	0.50
06/10/14	Jessica Holoubek	Work on exchange agreement	0.50
06/10/14	Anne Newtown	Various conferences with Jessica Holoubek regarding Exchange Agreement; correspondence with counsel regarding same.	0.75
06/11/14	Jessica Holoubek	Discuss street design with Muhammad Ali	0.25
06/12/14	Jessica Holoubek	Review email correspondence regarding changes to exchange agreement and telephone conference with attorney regarding the same	0.50
06/12/14	Anne Newtown	Correspondence with Jessica Holoubek regarding exchange agreement.	0.75
06/13/14	Jessica Holoubek	Telephone conference with attorney; follow up with engineer regarding design of roadway and curb cuts	0.50
06/18/14	Jessica Holoubek	Work on right-of-way acquisition matters	0.75
06/19/14	Jessica Holoubek	Work on right-of-way acquisition matters	0.50
06/20/14	Anne Newtown	Review title commitments for exchange tracts.	0.25
06/23/14	Jessica Holoubek	Work on property acquisition matters; work on amendments to Development Agreement and Exchange Agreement	1.75
06/23/14	Anne Newtown	Various correspondence regarding title commitments on exchange tracts; review title commitments, surveys, and exception documents; memo to Jessica Holoubek regarding same; preliminary review of revisions to Lumpkin PSA.	3.50
06/24/14	Kristen Hogan	Meeting follow-up regarding Authority projects	0.50
06/24/14	Jessica Holoubek	Work on right-of-way acquisition matters	0.75
06/24/14	Anne Newtown	Draft release of notice of lis pendens on Tract D and circulate to title company; various correspondence with Jessica Holoubek regarding closing and title matters; draft deeds for exchange; correspondence with title company regarding title objections.	3.50

06/25/14	Jessica Holoubek	Work on right-of-way acquisition matters	0.50
06/25/14	Anne Newtown	Correspondence regarding proposed closing.	0.50
06/26/14	Kristen Hogan	Coordinate execution of release regarding Zapata tract	0.25
06/26/14	Jessica Holoubek	Discuss City of Houston, Texas process for right-of-way abandonment with Don Huml; work on exchange agreement matters	0.25
06/26/14	Anne Newtown	Various correspondence regarding closing of exchange.	0.50
06/27/14	Jessica Holoubek	Work on matters regarding right-of-way acquisition	0.75
06/27/14	Anne Newtown	Work on closing of exchange	1.25
06/30/14	Kristen Hogan	Forward executed Release of Lis Pendens to title company	0.25
06/30/14	Jessica Holoubek	Work on right-of-way conveyance matters	0.75
06/30/14	Anne Newtown	Review closing documents; review and revise deeds; draft closing instruction letter; various correspondence with title company, counsel and Jessica Holoubek regarding closing.	6.50
07/01/14	Jessica Holoubek	Work on right-of-way acquisition matters	1.00
07/01/14	Anne Newtown	Various correspondence regarding closing of exchange; review closing package.	3.00
07/02/14	Jessica Holoubek	Work on property acquisition matters	0.50
07/02/14	Anne Newtown	Various correspondence regarding settlement statements and closing documents for exchange.	1.00
07/03/14	Anne Newtown	Review closing packages and title policies; memo to title company regarding same.	1.00


Total Task Hours: 35.00
Total Task Amount: \$15,905.00
Total Fees: \$20,962.50

Expenses and Other Items

Expenses and Other Items posted through July 04, 2014, as follows:

06/10/14	KH	Federal Express - Memorial City R.A	18.63
07/02/14	KH	Photocopy Charges	1.05
07/02/14	KH	Photocopy Charges	1.20
Total Expenses and Other Items:			<u>20.88</u>

TASK FEE BREAKDOWN

	<u>Hours</u>	<u>Amount</u>
Conrad Saur detention pond 	7.75	3,177.50
Lumpkin I-10 Westview - 1709	5.00	1,767.50
Memorial Drainage & Mobility - 1731B	0.25	112.50
Town & Country W. Drain/Mobil - 1717	35.00	15,905.00

Total Fees: \$20,962.50
Total Expenses and Other Items: \$20.88

Total Amount Due: \$20,983.38



To: Memorial City Redevelopment
 Authority/Houston TIRZ 17
 Attn: Don Huml
 8955 Katy Freeway, Suite 215
 Houston, TX 77024

Date: July 17, 2014
 Invoice No: 159161
 For Period: June
 Project No: RHTS403
 Project Manager: James Vick

Project Streetscape Standards

Don Huml: Executive Director

Reviewed: Don Huml

Date: 07-23-2014

Code: 7000-1725

Amount: \$17,117.34

WORK PERFORMED:

- Develop standards format/content/TOC
- Research regulations/supporting documentation
- Develop supporting diagrams
- Meetings with Stakeholders
- Conferences & meetings with owner

Professional Services from June 01, 2014 to June 30, 2014

Professional Personnel

	Hours	Rate	Amount
Principals			
Vick, James	21.00	210.00	4,410.00
Staff			
Hafiz, Tarana	60.00	82.33	4,939.80
Lu, Fangyi	37.00	79.88	2,955.56
Robinson, Michael	42.50	109.50	4,653.75

Total Fee Due This Invoice

16,959.11

Reimbursable Expenses

Misc Travel

James Vick JV 6/17,25 39.20

Reimbursable Misc.

Print Stop Reprographics June Plots 64.95

June Plots 54.08

Total Reimbursables 1.0 times 158.23 158.23

Total this Invoice \$17,117.34

Remit To:
 SWA Group
 P.O.Box 5904
 Sausalito, CA 94966
 (415) 332-5100

Please refer to our Invoice number and Project number when making payment
 A discount of 1% on current charges allowed if paid in full in thirty days.
 A service charge will be assessed on all past due accounts.

SWA

To: Memorial City Redevelopment
Authority/Houston TIRZ 17
Attn: Don Huml
8955 Katy Freeway, Suite 215
Houston, TX 77024

Date: July 17, 2014
Invoice No: 159160
For Period: June
Project No: RHTS402
Project Manager: James Vick

Project W-140 Design Work Order #5

WORK PERFORMED:

Develop conceptual design options
Prepare preliminary documentation
Attend meetings/conferences with Engineer

Professional Services from June 01, 2014 to June 30, 2014

Fee

Total Fee	45,000.00		
Percent Complete	33.00	Total Earned	14,850.00
		Previous Fee Billing	10,800.00
		Current Fee Billing	4,050.00
		Total Fee	4,050.00

Total this Invoice \$4,050.00

Don Huml: Executive Director

Reviewed: *Don Huml*

Date: 07-23-2014

Code: 7000-1734

Amount: \$4,050.00

Remit To:
SWA Group
P.O.Box 5904
Sausalito, CA 94966
(415) 332-5100

Please refer to our Invoice number and Project number when making payment
A discount of 1% on current charges allowed if paid in full in thirty days.
A service charge will be assessed on all past due accounts.



To: Memorial City Redevelopment
 Authority/Houston TIRZ 17
 Attn: Don Huml
 8955 Katy Freeway, Suite 215
 Houston, TX 77024

Date: July 17, 2014
 Invoice No: 159159
 For Period: June
 Project No: RHTS401
 Project Manager: James Vick

Project Lumkin Road Enhancements - Detailed Design

WORK PERFORMED:

Revise 95% documents
 Coordination with LAN
 Coordination with Stakeholders

Professional Services from June 01, 2014 to June 30, 2014

Fee

Total Fee	55,000.00		
Percent Complete	78.00	Total Earned	42,900.00
		Previous Fee Billing	41,250.00
		Current Fee Billing	1,650.00
		Total Fee	1,650.00

Total this Invoice \$1,650.00

Don Huml: Executive Director
 Reviewed: Don Huml
 Date: 07-23-2014
 Code: 7000-1709
 Amount: \$1,650.00

Remit To:
 SWA Group
 P.O.Box 5904
 Sausalito, CA 94966
 (415) 332-5100

Please refer to our Invoice number and Project number when making payment
 A discount of 1% on current charges allowed if paid in full in thirty days.
 A service charge will be assessed on all past due accounts.

Don Huml: Executive Director

Reviewed: Alan Huml

Date: 07-23-2014 June 22, 2014

TIRZ 17 Redevelopment Authority
Engineering and Program Management Services
8955 Katy Freeway, Suite 215
Houston, TX 77024

Code: 7000 Invoice No: 00098

Amount: \$ 46,056.73 Project Number: 120-10308-000 & 130-10384-000

Attention: Mr. Don Huml

Engineering services through 7/18/14 in connection with the
TIRZ 17 Redevelopment Authority

Account Number	This Invoice	Previously Invoiced	Total To Date
TASK 6 6.0 Drainage	\$ -	\$ 1,567,804.15	\$ 1,567,804.15
6.1 Briar Branch	\$ -	\$ 127,372.04	\$ 127,372.04
6.2 Queensbury Stom Sewer Improvements	\$ -	\$ 238,879.34	\$ 238,879.34
6.3 Rummel Creek	\$ -	\$ 68,270.45	\$ 68,270.45
6.4 Drainage Action Plan	\$ -	\$ 47,075.36	\$ 47,075.36
6.5 Regional Drainage Study <i>Refer to Attachment 6</i>	\$ -	\$ 1,086,206.96	\$ 1,086,206.96
TASK 9 9.0 1712 Bunker Hill South <i>Refer to Attachment 9</i>	\$ -	\$ 26,323.75	\$ 26,323.75
TASK 10 10.0 1732A North Gessner Thoroughfare <i>Refer to Attachment 10</i>	\$ -	\$ 910,412.25	\$ 910,412.25
TASK 11 11.0 1722 Town & Country Drainage & Mobilization <i>Refer to Attachment 11</i>	\$ -	\$ 266,123.32	\$ 266,123.32
TASK 12 12.0 1715A Barryknoll East <i>Refer to Attachment 12</i>	\$ 6,259.41	\$ 1,973,251.14	\$ 1,979,510.55
TASK 14 14.0 1709 Lumpkin <i>Refer to Attachment 14</i>	\$ -	\$ 615,422.73	\$ 615,422.73
TASK 15 15.0 1718 Kimberley Lane Drainage & Roadway <i>Refer to Attachment 15.0</i>	\$ -	\$ 721,082.36	\$ 721,082.36
15.1 1718 Kimberley Lane Construction Services <i>Refer to Attachment 15.1</i>	\$ -	\$ 680,943.31	\$ 680,943.31
TASK 19 19.0 1714 Frostwood and Kingside <i>Refer to Attachment 19</i>	\$ -	\$ 46,410.93	\$ 46,410.93
TASK 22 22.0 1731A Drainage Remediation Project (W140 Detention) <i>Refer to Attachment 22</i>	\$ -	\$ 946,263.34	\$ 946,263.34
TASK 25 25.0 1734 W140 Channel Improvement <i>Refer to Attachment 25</i>	\$ -	\$ 498,408.34	\$ 498,408.34
TASK 26 26.0 1715B Barryknoll West <i>Refer to Attachment 26</i>	\$ -	\$ 39,242.14	\$ 39,242.14
TASK 27 27.0 6343 General Administration <i>Refer to Attachment 27</i>	\$ -	\$ 12,296.46	\$ 12,296.46
TASK 28 28.0 1733A North Witte Drainage & Mobility <i>Refer to Attachment 28</i>	\$ -	\$ 12,292.86	\$ 12,292.86
TASK 29 29.0 1735 Detention Basin <i>Refer to Attachment 29</i>	\$ 39,797.32	\$ 29,142.86	\$ 29,142.86
TOTAL	\$ 46,056.73	\$ 11,323,751.46	\$ 11,330,010.87

TOTAL DUE THIS INVOICE: \$ 46,056.73

Certification by Firm: 
Project Manager

Date: 7/23/2014

TIRZ 17 Redevelopment Authority
 Engineering and Program Management Services
 8955 Katy Freeway, Suite 215
 Houston, TX 77024

June 22, 2014
 Invoice No: 00098
 Project Number: 130-10384-005

Attention: Mr. Don Huml

ATTACHMENT 12.0
Task 12.0
Barryknoll East

Task #	Description	Authorized Amount	Remaining Contract Amount	This Invoice	Previously Invoiced	Total to Date
	<u>Program Management</u>			\$ -	\$ 540,906.30	\$ 540,906.30
12.0.0	Barryknoll East Program Management			\$ -	\$ 540,906.30	\$ 540,906.30
	<u>PER Services (12.0.0 to 12.0.8)</u>			\$ -	\$ 279,670.50	\$ 279,670.50
	<u>Design Services</u>			\$ -	\$ 599,483.23	\$ 599,483.23
12.1.0	Barryknoll Ph II - Design			\$ -	\$ 599,483.23	\$ 599,483.23
	<u>Construction Services</u>	\$ 365,416.00	\$ (0.00)	\$ -	\$ 365,416.00	\$ 365,416.00
12.2.0	Barryknoll Ph III - CPS and CM & I Services (Lump Sum)			\$ -	\$ 365,416.00	\$ 365,416.00
	<u>Additional Services</u>			\$ 6,259.41	\$ 187,775.11	\$ 194,034.52
12.0.9	Barryknoll Ph I PER - Survey			\$ -	\$ 25,326.00	\$ 25,326.00
12.0.10	Barryknoll - Geotech			\$ -	\$ 30,525.96	\$ 30,525.96
12.0.11	Barryknoll - C.N. Koehl - Urban Forestry			\$ -	\$ 4,091.85	\$ 4,091.85
12.0.12	Barryknoll - Traffic Counts - CJ Hensch			\$ -	\$ 5,670.00	\$ 5,670.00
12.1.4	Barryknoll - Ph II C.N. Koehl			\$ -	\$ 3,510.00	\$ 3,510.00
12.1.5	Barryknoll - Ph II Chief Solutions			\$ -	\$ 6,758.15	\$ 6,758.15
12.1.6	Barryknoll - Ph II Western Group			\$ -	\$ 1,725.84	\$ 1,725.84
12.1.7	Barryknoll - CMT - Geotech	\$ 128,580.00	\$ 12,153.28	\$ 6,259.41	\$ 110,167.31	\$ 116,426.72
	TOTAL TASKS			\$ 6,259.41	\$ 1,973,251.14	\$ 1,979,510.55



GEOTECH ENGINEERING and TESTING

ACCREDITED
 CERTIFICATE #0075-01
 #0075-02

Geotechnical • Environmental • Construction Materials • Forensic Engineering (Firm PE #F-1183)
 800 Victoria Drive Houston, Texas 77022-2908 • Tel.: 713-699-4000 • Fax: 713-699-9200 • Website: www.geotecheng.com.

INVOICE

FROM 04-21-14 TO 05-20-14

Please show invoice number on your remittance

TO: LAN 2925 Briarpark Drive, Ste. 400 Houston, Texas 77042	INVOICE NO.13-2041C.12-CM9506
ATTENTION: Ms. Briyilda G. Santana.	INVOICE DATE 5/20/2014
PROJECT: Barryknoll Lane Roadway and Drainage Improvements Memorial City Redevelopment Authority, Houston, Texas	REPORTS: 140-150
	PHONE NO.: 713-266-6900
	FAX NO.: 713-266-6900

E-MAIL:pltaylor@lan-inc.com

DATE	REPORT NO	DESCRIPTION	TECH.	UNIT RATE	UNIT MEASURE	QUANTITY	AMOUNT
4/23/2014	140	Technician	Kris	\$ 50.00	hour	3.5	\$ 175.00
		Proctor		\$ 193.00	each	1	\$ 193.00
		Nuclear Gauge		\$ 9.00	hour	3.5	\$ 31.50
		Vehicle Charge		\$ 7.50	hour	3.5	\$ 26.25
4/23/2014	141	Technician	J.P.	\$ 50.00	hour	7.5	\$ 375.00
		Nuclear Gauge		\$ 9.00	hour	7.5	\$ 67.50
		Vehicle Charge		\$ 7.50	hour	7.5	\$ 56.25
4/24/2014	142	Technician	Kris	\$ 50.00	hour	4	\$ 200.00
		Vehicle Charge		\$ 7.50	hour	4	\$ 30.00
4/25/2014	142A	Technician	Ahmad	\$ 50.00	hour	4	\$ 200.00
		Vehicle Charge		\$ 7.50	hour	4	\$ 30.00
4/25/2014	143	Technician	Kris	\$ 50.00	hour	4.5	\$ 225.00
		Nuclear Gauge		\$ 9.00	hour	4.5	\$ 40.50
		Vehicle Charge		\$ 7.50	hour	4.5	\$ 33.75
4/28/2014	144	FDT	Brigido	\$ 50.00	hour	4.5	\$ 225.00
		Nuclear Gauge		\$ 9.00	hour	4.5	\$ 40.50
		Vehicle Charge		\$ 7.50	hour	4.5	\$ 33.75
5/1/2014	145	FDT	Ben	\$ 50.00	hour	8	\$ 400.00
		O.T.		\$ 75.00	hour	3	\$ 225.00
		Nuclear Gauge		\$ 9.00	hour	8	\$ 72.00
		Vehicle Charge		\$ 7.50	hour	8	\$ 60.00
5/2/2014	146	FOC	Ben	\$ 50.00	hour	4.5	\$ 225.00
		Compressive Strength		\$ 15.00	each	12	\$ 180.00
		Vehicle Charge		\$ 7.50	hour	4.5	\$ 33.75
5/3/2014	147	P/U Cylinder O.T.		\$ 75.00	hour	4	\$ 300.00
		Vehicle Charge		\$ 7.50	hour	4	\$ 30.00
5/15/2014	148	FDT/FOC	Ahmad	\$ 50.00	hour	7	\$ 350.00
		Nuclear Gauge		\$ 9.00	hour	7	\$ 63.00
		Compressive Strength		\$ 15.00	each	4	\$ 60.00
		Vehicle Charge		\$ 7.50	hour	7	\$ 52.50
5/16/2014	149	FDT	Ben	\$ 50.00	hour	8	\$ 400.00
		O.T.		\$ 75.00	hour	0.5	\$ 37.50
		Nuclear Gauge		\$ 9.00	hour	8	\$ 72.00

Our letter and reports are for the exclusive use of the client to whom they are addressed. The use of our name must receive our prior written approval. Our letters and reports apply only to the sample tested and/or inspected and are not necessarily indicative of the quantities of apparently identical or similar products.

		Vehicle Charge		\$ 7.50	hour	8	\$ 60.00
5/20/2014	150	FOC	Kenneth	\$ 50.00	hour	8	\$ 400.00
		Compressive Strength		\$ 15.00	each	8	\$ 120.00
		Vehicle Charge		\$ 7.50	hour	8	\$ 60.00
		Project Engineer Report Rev.		\$ 123.00	hour	4	\$ 492.00
		Technical Typing		\$ 30.00	hour	4	\$ 120.00
						Total	\$ 5,795.75

Legend:
 *Overtime Rate
 FOC - Field Observation Concrete
 FDT - Field Density Testing

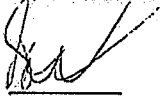

Budget: \$119,058.00
 Amount Billed to Date: \$73,772.02
 Remaining: \$45,285.98


Remit To: DAE & ASSOCIATES, LTD
 dba GEOTECH ENGINEERING AND TESTING
 800 VICTORIA DRIVE
 Houston, Texas 77022-2908
 (713) 699-4000

*Please show invoice number on your remittance.

THANK YOU, WE APPRECIATE YOUR BUSINESS!

Conditions: Invoice is due on presentation.

BW  BB BSB DAE 

APPROVED FOR PAYMENT
 Pending Payment For
 LAN Invoice No. INV: 98
 Project No. 130-10384-005-131
 Signed By: 
 Date: 7/11/14

TIRZ 17 Redevelopment Authority
 Engineering and Program Management Services
 8955 Katy Freeway, Suite 215
 Houston, TX 77024

June 22, 2014
 Invoice No: 00098
 Project Number: 130-10384-014

Attention: Mr. Don Huml



Attachment 29.0
Task 29.0
Detention Basin

Account #	Description	This Invoice	Previously Invoiced	Total to Date
		\$ 39,797.32	\$ -	\$ 39,797.32
CIP No. T-1735	Detention Basin - Design	\$ 39,797.32	\$ -	\$ 39,797.32
		\$ -	\$ -	\$ -
	TOTAL TASKS	\$ 39,797.32	\$ -	\$ 39,797.32



**Lockwood, Andrews
& Newnam, Inc.**
A LEQ A DALY COMPANY

PLEASE
REMIT TO:

Lockwood, Andrews & Newnam, Inc.
2925 Briarpark Drive
Houston, Texas 77042
Attn: Accounts Receivable
713.266.6900 • Fax: 713.266.7191

Don Huml, Executive Director
Memorial City Redevelopment Authority / TIRZ 17
8955 Katy Freeway, Suite 215
Houston, Texas 77024

July 21, 2014
Invoice No: 9

Engineering services through July 18, 2014 in connection with the TIRZ 17 Redevelopment Authority

Account No.	Project Name	Original Contract	Percent Complete	Remaining Contract Amount	Total To Date	Previously Invoiced	Current Payment Due
CIP No. T-1709	Lumpkin Roadway Improvements - Ph. II Detailed Design * See attached Authorization Log	\$708,456.00	98.00%	\$14,169.12	\$ 694,286.88	\$ 673,033.20	\$ 21,253.68
CIP No. T-1717	Town & Country West Drainage & Mobility Improvements- PER * See attached Authorization Log	\$265,806.00	100.00%	\$0.00	\$ 265,806.00	\$ 265,806.00	\$ -
Total		\$974,262.00			\$ 960,092.88	\$ 938,839.20	\$ 21,253.68

CURRENT PAYMENT DUE THIS INVOICE:

\$21,253.68

Don Huml: Executive Director

Reviewed: Don Huml

Date: 07-23-2014

Code: 7000-1709

Amount: \$21,253.69

Authorization Log

DATE: May 20, 2014
 INVOICE No.: 7

CIP No. T-1709 Lumpkin Roadway Improvements

Date	Description	Authorized Amount
9/19/2013	Phase II Detailed Design	\$ 633,470.00
8/28/2013	Survey Services - KUO & Associates	\$ 33,660.00
8/28/2013	Geotechnical Investigation Services - Aviles	\$ 19,392.00
2/11/2014	Ph. II Environmental Site Assessment Services (Lumpkin Rd. N of Westview Dr. & westview Detention Basin) - Aviles	\$ 14,412.00
4/14/2014	Ph. I Environmental Site Assessment Services (Lumpkin Rd. from IH 10 Frontage to Westview Dr.) - Aviles	\$ 7,522.00
TOTAL		\$ 708,456.00

Authorization Log

DATE: May 20, 2014
INVOICE No.: 7

CIP No. T-1717 Town & Country West Drainage & Mobility Improvements

Date	Description	Authorized Amount
9/19/2013	Phase I Preliminary Engineering Report	\$ 254,360.00
4/17/2014	Boundary Surveying in the Town and Country Area - KUO & Associates	\$ 11,446.00
	TOTAL	\$ 265,806.00



**Lockwood, Andrews
& Newnam, Inc.**
A LEO A DALY COMPANY

PLEASE REMIT TO: Lockwood, Andrews & Newnam, Inc.
2925 Briarpark Drive
Houston, Texas 77042
Attn: Accounts Receivable
713.266.6900 • Fax: 713.266.7191

Don Huml, Executive Director
Memorial City Redevelopment Authority / TIRZ 17
8955 Katy Freeway, Suite 215
Houston, Texas 77024

July 21, 2014
Invoice No: 2

Engineering Consulting Services through July 18, 2014 in connection with
the TIRZ Redevelopment Authority

Project Name	Original Contract Amount	Total To Date	Previously Invoiced To Date	Current Payment Due
Authorization 1 Capital Improvements Program	\$15,000.00	\$ 12,800.81	\$ 10,569.57	\$ 2,231.24
TOTAL	\$15,000.00	\$ 12,800.81	\$ 10,569.57	\$2,231.24

CURRENT PAYMENT DUE THIS INVOICE: \$2,231.24

Don Huml: Executive Director

Reviewed: Don Huml

Date: 07-23-2014

Code: 6322

Amount: \$ 2,231.24



**Lockwood, Andrews
& Newnam, Inc.**
A LEO A DALY COMPANY

PLEASE REMIT TO: Lockwood, Andrews & Newnam, Inc.
2925 Briarpark Drive
Houston, Texas 77042
Attn: Accounts Receivable
713.266.6900 • Fax: 713.266.7191

Don Huml, Executive Director
Memorial City Redevelopment Authority / TIRZ 17
8955 Katy Freeway, Suite 215
Houston, Texas 77024

July 21, 2014
Invoice No: 7

Engineering Consulting Services through July 18, 2014 in connection with
the TIRZ Redevelopment Authority

Project Name	Original Contract Amount	Total To Date	Previously Invoiced To Date	Current Payment Due
Authorization 1 Engineering Consulting Services	\$20,000.00	\$ 19,996.00	\$ 18,322.01	\$1,673.99
TOTAL	\$20,000.00	\$ 19,996.00	\$ 18,322.01	\$1,673.99

CURRENT PAYMENT DUE THIS INVOICE: \$1,673.99

Don Huml: Executive Director


Reviewed: Don Huml

Date: 07-23-2014

Code: 6322

Amount: \$1,673.99

Invoice

klotz  associates

1160 Dairy Ashford, Suite 500
 Houston, Texas 77079
 T 281.589.7257 F 281.589.7309
 houston.office@klotz.com

Don Huml
 Executive Director
 Memorial City Redevelopment Authority
 8955 Katy Freeway, Suite 215
 Houston, TX 77024

June 27, 2014
 Project No: 1111.002.000
 Invoice No: 614105

TIRZ 17 Memorial City Redevelopment Authority Briar Branch Channel Improvements
TIRZ 17 CIP No. T-1734
HCFCU Unit W140-01-00

For Professional Services rendered from May 16, 2014 to June 15, 2014:

Description	Contract Amount	Percent Complete	Billed to Date	Previously Invoiced	Current Invoice
Basic Services (LS)	624,155.00	36.03	224,883.05	176,885.53	47,997.52
Additional Services (T&M)	89,645.00	16.4554	14,751.45	0.00	14,751.45
Total Fee	713,800.00		239,634.50	176,885.53	62,748.97
					62,748.97
					\$62,748.97
Recap:					
Total Billings	62,748.97		176,885.53	239,634.50	
Contract Amount				713,800.00	
Balance				474,165.50	
			Total Due This Invoice:		\$62,748.97

Don Huml: Executive Director
Reviewed: Don Huml
Date: 07-10-2014
Code: 7000-1734
Amount: \$62,748.97

Memorial City Redevelopment Authority / TIRZ 17

Briar Branch (W140-01-00) Channel Improvements
 TIRZ 17 CIP No. T-1734
 Master Agreement (07-30-13) Task Order No.2
 Klotz Assoc. Job No. 1111.002.000

1160 Dalry Ashford, Suite 500
 Houston, Texas 77079
 T 281.589.7257 F 281.589.7309
 houston.office@klotz.com

Professional Services Summary

Through 6/15/14
 Invoice # 1114105

Task	Contract Budget Fees	Authorized Amounts	Percent Complete %	Budget Amount Earned	Previously Billed	Earned This Period
<u>Basic Services</u>						
I. Phase I - PER (Complete)	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
II. Phase II - Final Design	\$624,155.00	\$624,155.00	36.03%	\$224,883.05	\$176,885.53	\$47,997.52
III. Phase III - CPS (Not Authorized)	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
SubTotal Basic Services	\$624,155.00	\$624,155.00		\$224,883.05	\$176,885.53	\$47,997.52
<u>Additional Engineering Services / SubContracted Services / Reimbursible Expenses</u>						
I. Additional Engineering Services	\$35,820.00					
1. TCPs - Traffic Control Plans		\$23,280.00	0.00%	\$0.00	\$0.00	\$0.00
2. SW3P - StormWater Pollution Prevention Plans		\$12,540.00	0.00%	\$0.00	\$0.00	\$0.00
II. SubContracted Services	\$29,502.90					
1. Add'l Topo. Survey		\$29,502.90	50.00%	\$14,751.45	\$0.00	\$14,751.45
III. Reimbursible Expenses	\$24,322.10					
1. Reimbursible Expenses		\$24,322.10	0.00%	\$0.00	\$0.00	\$0.00
SubTotal Additional Services	\$89,645.00	\$89,645.00		\$14,751.45	\$0.00	\$14,751.45
Total Professional Services Fees	\$713,800.00	\$713,800.00		\$239,634.50	\$176,885.53	\$62,748.97

Total Fees Earned this Period	\$62,748.97
--------------------------------------	--------------------

Additional Services Detail
 Through 6/15/14
 Invoice # 1114105

Sub-Consultant Charges this Month	Sub-Consultant	Sub- Consultant Invoice Amount	KA Markup (8%)	SubTotal	Cost This Month
1. Add'l Topo. Survey	Kuo & Associates	\$13,658.75	\$1,092.70	\$14,751.45	\$14,751.45

KUO

& associates, Inc.

Consulting Engineers
& Surveyors

10700 Richmond Ave, Suite 113
Houston, TX 77042
Tel: (713) 975-8769
Fax: (713) 975-0920
www.kuoassociates.com

5-28-14
1111.002.000
OK [Signature]

Date: 5/19/2014

Ralph E. Cox, PE
Vice President
Klotz Associates, Inc.
1160 Dairy Ashford, Suite 500
Houston, TX 77079

INVOICE NO. 14099

Project Name: TIRZ 17 Briar Brach Design
WBS No.
Proposal date: 2/7/2014
NTP date: 3/26/2014
Client Contact/WA No.: 1111.002.000
KUO Project Number: 14038

Services rendered up to: 5/16/2014

Scope of work: Topographic Surveying Services
Percent Completion: 50%

Authorized amount	\$	27,317.50
Amount to date for estimated completion	\$	13,658.75
Less previously invoiced amount	\$	-
Amount due this Invoice	\$	13,658.75

Total amount due this Invoice \$ 13,658.75

I certify that the above statement is true and correct

[Signature]

Shaheen Chowdhury, PE, RPLS
President
Kuo & Associates, Inc.
Firm No. F-4578

1160 Dairy Ashford, Suite 500
Houston, Texas 77079
T 281.589.7257 F 281.589.7309
houston.office@klotz.com

Don Huml
Executive Director
Memorial City Redevelopment Authority
8955 Katy Freeway, Suite 215
Houston, TX 77024

June 27, 2014
Project No: 1111.003.000
Invoice No: 614106

TIRZ 17 Engineering Support for Memorial City Redevelopment Authority (MCRA) FY15 Capital Improvement Program (CIP)

For Professional Services rendered from May 16, 2014 to June 15, 2014:

Professional Personnel

	Hours	Rate	Amount	
Principal				
Klotz, D.Wayne	2.00	255.00	510.00	
Struzick, Gary	16.00	255.00	4,080.00	
Senior Project Manager				
Conger, William	5.00	210.00	1,050.00	
GIS Specialist				
Baker, Brian	2.00	115.00	230.00	
Clerical				
Gifford, Nancy	1.00	80.00	80.00	
Totals	26.00		5,950.00	
Total Labor				5,950.00

Reimbursable Expenses

Mileage			33.60	
Total Reimbursables		1.0 times	33.60	33.60

Recap:

	Current	Previous	To-Date
Total Billings	5,983.60	5,315.00	11,298.60
- Contract Amount			15,000.00
Balance			3,701.40

Total Due This Invoice: \$5,983.60

Don Huml: Executive Director

Reviewed: Don Huml

Date: 07-10-2014

Code: 6322

Amount: \$5,983.63

Billing Backup

Wednesday, June 25, 2014

Klotz Associates, Inc.

Invoice 614106 Dated 6/27/2014

4:15:56 PM

Professional Personnel

			Hours	Rate	Amount
Principal					
0189	1 - Klotz, D.Wayne	5/27/2014	2.00	255.00	510.00
0121	1 - Struzick, Gary	5/19/2014	1.00	255.00	255.00
0121	1 - Struzick, Gary	5/22/2014	1.50	255.00	382.50
0121	1 - Struzick, Gary	5/23/2014	1.00	255.00	255.00
0121	1 - Struzick, Gary	5/27/2014	1.00	255.00	255.00
0121	1 - Struzick, Gary	5/27/2014	3.00	255.00	765.00
0121	1 - Struzick, Gary	5/28/2014	2.50	255.00	637.50
0121	1 - Struzick, Gary	5/29/2014	.50	255.00	127.50
0121	1 - Struzick, Gary	5/30/2014	2.00	255.00	510.00
0121	1 - Struzick, Gary	6/5/2014	2.50	255.00	637.50
0121	1 - Struzick, Gary	6/9/2014	1.00	255.00	255.00
Senior Project Manager					
0422	5 - Conger, William	5/19/2014	1.00	210.00	210.00
0422	5 - Conger, William	5/22/2014	1.00	210.00	210.00
0422	5 - Conger, William	5/23/2014	1.00	210.00	210.00
0422	5 - Conger, William	5/27/2014	1.00	210.00	210.00
0422	5 - Conger, William	5/30/2014	1.00	210.00	210.00
GIS Specialist					
0638	13 - Baker, Brian	6/10/2014	2.00	115.00	230.00
Clerical					
0174	23 - Gifford, Nancy	5/27/2014	1.00	80.00	80.00
Totals			26.00		5,950.00
Total Labor					5,950.00

Reimbursable Expenses

Mileage					
EX	000000015869	4/22/2014	Struzick, Gary / To TIRZ / CIP mtg / 12.00 miles @ 0.56	6.72	
EX	000000015869	4/29/2014	Struzick, Gary / To Tirz / TIRZ board mtg / 8.00 miles @ 0.56	4.48	
EX	000000015869	5/5/2014	Struzick, Gary / To TIRZ / CIP discussions / 12.00 miles @ 0.56	6.72	
EX	000000015869	5/9/2014	Struzick, Gary / To TIRZ / CIP mtg with TIRZ / 12.00 miles @ 0.56	6.72	
EX	000000015869	5/27/2014	Struzick, Gary / To TIRZ / TIRZ board meeting / 8.00 miles @ 0.56	4.48	
EX	000000015869	5/30/2014	Struzick, Gary / To TIRZ / CIP mtg at TIRZ / 8.00 miles @ 0.56	4.48	
Total Reimbursables				1.0 times	33.60
					33.60
					\$5,983.60
Total this Report					\$5,983.60

Memorial City Redevelopment Authority / TIRZ 17

1160 Dairy Ashford, Suite 500
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Engineering Support Services

Engineering Support Services

Master Agreement (07-30-13) Task Order No.3

Klotz Assoc. Job No. 1111.003.000

Professional Services Summary

Through 6/15/14
Invoice # 0141010

Task	Contract Budget Fees	Authorized Amounts	Percent Complete %	Budget Amount Earned	Previously Billed	Earned This Period
<u>Basic Services</u>						
Engineering Support Services (NTE)	\$15,000.00	\$15,000.00	75.32%	\$11,298.60	\$5,315.00	\$5,983.60
Total Professional Services Fees	\$15,000.00	\$15,000.00		\$11,298.60	\$5,315.00	\$5,983.60

Total Fees Earned this Period	\$5,983.60
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Professional Services Hrly Detail

Through 6/15/14
Invoice # 0141010

Klotz Associates		Hourly Charges this Month	Employee	Hrs. This Month	Total Hrs. This Month	Billing Rate	Cost This Month
I. Phase I - Update PER (Hourly)							
	Principal		Wayne Klotz		2.00	\$255.00	\$510.00
	Principal		Gary Struzick		16.00	\$255.00	\$4,080.00
	Sr. Project Manager		W. Edward Conger		5.00	\$210.00	\$1,050.00
	GIS Specialist		Brian Baker		2.00	\$115.00	\$230.00
	Admin		N. Gifford		1.00	\$80.00	\$80.00
	SubTotal MH				26.00		\$5,950.00
	Reimbursible Expenses	Gary Struzick	mileage		\$33.60	@ cost	\$33.60
	Total						\$5,983.60
						Max Fee Limit	\$9,685.00

Invoice

klotz associates

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Don Huml
Executive Director
Memorial City Redevelopment Authority
8955 Katy Freeway, Suite 215
Houston, TX 77024

July 22, 2014
Project No: 1111.002.000
Invoice No: 714042

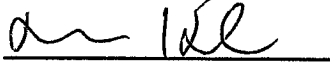
TIRZ 17 Memorial City Redevelopment Authority Briar Branch Channel Improvements
TIRZ 17 CIP No. T-1734
HCFCU Unit W140-01-00

For Professional Services rendered from June 16, 2014 to July 15, 2014:

Description	Contract Amount	Percent Complete	Billed to Date	Previously Invoiced	Current Invoice
Basic Services (LS)	624,155.00	43.70	272,755.74	224,883.05	47,872.69
Additional Services (T&M)	89,645.00	31.5985	28,326.45	14,751.45	13,575.00
Total Fee	713,800.00		301,082.22	239,634.50	61,447.69
					61,447.69
					\$61,447.69

Recap:	Current	Previous	To-Date
Total Billings	61,447.69	239,634.50	301,082.19
Contract Amount			713,800.00
Balance			412,717.81

Total Due This Invoice: \$61,447.69

Don Huml: Executive Director
Reviewed: 
Date: 07-22-2014
Code: 7000-1734
Amount: \$61,447.69

Memorial City Redevelopment Authority / TIRZ 17

Briar Branch (W140-01-00) Channel Improvements
 TIRZ 17 CIP No. T-1734
 Master Agreement (07-30-13) Task Order No.2
 Klotz Assoc. Job No. 1111.002.000

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Professional Services Summary

Through 7/15/14
 Invoice # 711042

Task	Contract Budget Fees	Authorized Amounts	Percent Complete %	Budget Amount Earned	Previously Billed	Earned This Period
<u>Basic Services</u>						
I. Phase I - PER (Complete)	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
II. Phase II - Final Design	\$624,155.00	\$624,155.00	43.70%	\$272,755.74	\$224,883.05	\$47,872.69
III. Phase III - CPS (Not Authorized)	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
SubTotal Basic Services	\$624,155.00	\$624,155.00		\$272,755.74	\$224,883.05	\$47,872.69
<u>Additional Engineering Services / SubContracted Services / Reimbursible Expenses</u>						
I. Additional Engineering Services	\$35,820.00					
1. TCPs - Traffic Control Plans		\$23,280.00	26.48%	\$6,165.00	\$0.00	\$6,165.00
2. SW3P - StormWater Pollution Prevention Plans		\$12,540.00	59.09%	\$7,410.00	\$0.00	\$7,410.00
II. SubContracted Services	\$29,502.90					
1. Add'l Topo. Survey		\$29,502.90	50.00%	\$14,751.45	\$14,751.45	\$0.00
III. Reimbursible Expenses	\$24,322.10					
1. Reimbursible Expenses		\$24,322.10	0.00%	\$0.00	\$0.00	\$0.00
SubTotal Additional Services	\$89,645.00	\$89,645.00		\$28,326.45	\$14,751.45	\$13,575.00
Total Professional Services Fees	\$713,800.00	\$713,800.00		\$301,082.19	\$239,634.50	\$61,447.69

Total Fees Earned this Period	\$61,447.69
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Additional Services Detail
 Through 7/15/14
 Invoice # 114042

Sub-Consultant Charges this Month	Sub-Consultant	Sub- Consultant Invoice Amount	KA Markup (8%)	SubTotal	Cost This Month
1. Add'l Topo. Survey	Kuo & Associates	\$0.00	\$0.00	\$0.00	\$0.00

Klotz Associates

Hourly Charges this Month	Employee	Hrs. This Month	Total Hrs. This Month	Billing Rate	Cost This Month
I. Additional Engineering Services					
1. TCPs - Traffic Control Plans					
Project Engineer	R. Huerta		39.00	\$135.00	\$5,265.00
Associate Engineer	J. Puffer		7.50	\$120.00	\$900.00
SubTotal MH			46.50		\$6,165.00
SubTotal					\$6,165.00
				Max Fee Limit	\$23,280.00
2. SW3P - StormWater Pollution Prevention Plans					
Project Engineer	R. Huerta		38.00	\$135.00	\$5,130.00
Associate Engineer	J. Puffer		19.00	\$120.00	\$2,280.00
SubTotal MH			57.00		\$7,410.00
SubTotal					\$7,410.00
				Max Fee Limit	\$12,540.00

Monthly Progress Report

**Project: Memorial City Redevelopment Authority / TIRZ 17
Briar Branch (W140-01-00) Channel Improvements
Ph II – Design**

CIP No: T-1734

Period: Through July 15, 2014

Job No: 1111.002.000

Prepared By: W. Edward Conger PE

Activities Completed this Period

1. Ph II Final Design - Authorization received dated 03/07/14.
 - a. Basic and Additional Services
 - 1.) Continued Review of the draft LAN Preliminary Engineering Report and Drainage Impact Report for this project as well as the project documentation provided by LAN.
 - 2.) Completed Review of additional survey provided by Kuo & Assoc.
 - 3.) Continue to refine Briar Branch SWMM model.
 - 4.) Klotz Associates continued design plans. The design plan and profiles continued using the additional survey.
 - 5.) SW3P and TCP plans begun.
 - b. Meetings
 - 1.) Project Team Meetings as required.
 - 2.) Additional meetings with TIRZ, LAN and SWA as required.
 - 3.) Attended and provided project update at TIRZ Board Meeting on 06-24-14.
2. Ph II Sub-consultant (Survey – Kuo & Associates) – Additional survey initial task complete.

Activities Planned for Next Period

1. Ph II Final Design.
 - a. Basic and Additional Services
 - 1.) Conduct additional project research, field reconnaissance and site visits as required for design.

- 2.) Continue review of the project draft Preliminary Engineering Report, Drainage Impact Report and project documentation provided by LAN.
 - 3.) Continue development of plan and profile drawings and other design plans from the additional survey, record drawings and the previous draft plans.
- b. Meetings
- 1.) Project Team Meetings as required.
 - 2.) Additional meetings with TIRZ, LAN and SWA as required.
 - 3.) Attended and provide project update at TIRZ Board Meeting on 07-29-14.
2. Ph II Sub-consultant (Survey – Kuo & Associates)
- 1.) Kuo to complete additional survey work along and adjacent to Briar Branch as needed for Final Design.

Issues and Information we are waiting to receive - None

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Don Huml
Executive Director
Memorial City Redevelopment Authority
8955 Katy Freeway, Suite 215
Houston, TX 77024

July 22, 2014
Project No: 1111.003.000
Invoice No: 714043

TIRZ 17 Engineering Support for Memorial City Redevelopment Authority (MCRA) FY15 Capital Improvement Program (CIP)

For Professional Services rendered from June 16, 2014 to July 15, 2014:

Professional Personnel

	Hours	Rate	Amount
Principal			
Klotz, D. Wayne	3.00	255.00	765.00
Struzick, Gary	10.00	255.00	2,550.00
Totals	13.00		3,315.00
Total Labor			3,315.00

Recap:	Current	Previous	To-Date
Total Billings	3,315.00	11,298.60	14,613.60
Contract Amount			15,000.00
Balance			386.40
		Total Due This Invoice:	\$3,315.00

Don Huml: Executive Director
Reviewed: de yhl
Date: 07-22-2014
Code: 6322
Amount: \$ 3,315.00

Billing Backup

Tuesday, July 22, 2014

Klotz Associates, Inc.

Invoice 714043 Dated 7/22/2014

9:00:01 AM

Professional Personnel

			Hours	Rate	Amount	
Principal						
0189	1 - Klotz, D.Wayne	6/24/2014	1.00	255.00	255.00	
0189	1 - Klotz, D.Wayne	7/2/2014	1.00	255.00	255.00	
0189	1 - Klotz, D.Wayne	7/15/2014	1.00	255.00	255.00	
0121	1 - Struzick, Gary	7/1/2014	4.00	255.00	1,020.00	
0121	1 - Struzick, Gary	7/2/2014	2.00	255.00	510.00	
0121	1 - Struzick, Gary	7/7/2014	1.00	255.00	255.00	
0121	1 - Struzick, Gary	7/15/2014	3.00	255.00	765.00	
	Totals		13.00		3,315.00	
	Total Labor					3,315.00
						\$3,315.00
				Total this Report		\$3,315.00

Memorial City Redevelopment Authority / TIRZ 17

Engineering Support Services
 Engineering Support Services
 Master Agreement (07-30-13) Task Order No.3
 Klotz Assoc. Job No. 1111.003.000

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Professional Services Summary

Through 7/15/14
 Invoice # 114043

Task	Contract Budget Fees	Authorized Amounts	Percent Complete %	Budget Amount Earned	Previously Billed	Earned This Period
<u>Basic Services</u>						
Engineering Support Services (NTE)	\$15,000.00	\$15,000.00	97.42%	\$14,613.60	\$11,298.60	\$3,315.00
Total Professional Services Fees	\$15,000.00	\$15,000.00		\$14,613.60	\$11,298.60	\$3,315.00

Total Fees Earned this Period	\$3,315.00
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Professional Services Hrly Detail
 Through 7/15/14
 Invoice # 114043

Klotz Associates		Hourly Charges this Month	Employee	Hrs. This Month	Total Hrs. This Month	Billing Rate	Cost This Month
I. Phase I - Update PER (Hourly)							
	Principal		Wayne Klotz		3.00	\$255.00	\$765.00
	Principal		Gary Struzick		10.00	\$255.00	\$2,550.00
	SubTotal MH				13.00		\$3,315.00
	Reimbursible Expenses		mileage		\$0.00	@ cost	\$0.00
	Total						\$3,315.00
						Max Fee Limit	\$3,701.40

Monthly Progress Report

**Project: Memorial City Redevelopment Authority / TIRZ 17
Engineering Support Services**

Master Agreement Task Order No. 3

Period: Through July 15, 2014

Job No: 1111.003.000

Prepared By: W. Edward Conger PE

Activities Completed this Period


1. Task Order No.3 - Authorization received dated 04/30/14.
 - a. Assist with development of FY15 CIP
 - 1.) Assist Executive Director and Board CIP Committee in technical review, update, and development of project details for TIRZ 17 FY15 CIP.
 - 2.) Review and update project information for CIP projects.
 - b. Meetings
 - 1.) Assist at TIRZ Board CIP Committee Meetings.
 - 2.) Additional meetings Director as required.
 - 3.) Attended and provided update at TIRZ Board Meeting 06-24-14.

Activities Planned for Next Period

1. Task Order No.3
 - a. Assist with development of FY15 CIP
 - 1.) Current tasks complete.
 - b. Meetings
 - 1.) None anticipated.

Issues and Information we are waiting to receive - None

Invoice

klotz  associates

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Don Huml
 Executive Director
 Memorial City Redevelopment Authority
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 Houston, TX 77024

March 27, 2014
 Project No: 1111.001.000
 Invoice No: 314118

TIRZ 17 Drainage Study Review

For Professional Services rendered from February 16, 2014 to March 15, 2014:

Description	Contract Amount	Percent Complete	Billed to Date	Previously Invoiced	Current Invoice
TIRZ 17 Drainage Study Review	48,000.00	100.00	48,000.00	46,560.00	1,440.00
Due Diligence Issues Proposed Detent(hr)	10,000.00	0.00	0.00	0.00	0.00
Total Fee	58,000.00		48,000.00	46,560.00	1,440.00
					1,440.00
					\$1,440.00

Recap:	Current	Previous	To-Date
Total Billings	1,440.00	46,560.00	48,000.00
Contract Amount			58,000.00
Balance			10,000.00

Total Due This Invoice: \$1,440.00

Don Huml: Executive Director

Reviewed: *Don Huml*

Date: 07-23-2014

Code: 7000-1735

Amount: \$1,440.00



MEMORIAL CITY REDEVELOPMENT AUTHORITY
Tax Increment Reinvestment Zone No. 17

Estimate No. : 13
 Cut Off Date : 06/30/14
 Estimate Date : 07/08/14

**ESTIMATE AND CERTIFICATE FOR
 PAYMENT UNIT PRICE WORK**

Project Name : Barryknoll Lane East - Roadway and Drainage Improvements
 Contractor Name : Texas Sterling Construction Co..
 Address : 20810 Fernbush
 Houston, TX 77073

WBS No. : T-170015-0001-3

Contract Date : 2/28/2013
 Start Date : 3/18/2013
 Current Contract Completion Date : 7/9/2014
 Substantial Completion Date :
 Percentage By Time : 97.91% In Place : 75.77%
 Date Insurance Exp. : 3/1/2014 Drug Policy Due Date: N/A Current M/SBE: 13.36/6.33 Schedule Update Received : 6/3/2014

CONTRACT TIME IN CALENDAR DAYS
 Original Contract Time : 365
 Approved Extensions : 113
 Total Contract Time : 478
 Days Used to Date : 468
 Days Remaining to Date : 10

CONTRACT AMOUNT TO DATE :

- Original Contract Amount \$5,874,319.99
- Approved Change Orders

No	Date	Ext.Days	Amount
1	04/26/2013		(\$102,683.53)
2	07/30/2013	7	\$52,601.72
3	05/13/2014	106	\$18,969.60

Total Approved Extentions **113**

Total Change Orders to Date \$(31,112.21)

3. Approved Work Change Directives

No	Date	Amount

Total Pending Work Change Directives to Date **\$0.00**

TOTAL CONTRACT AMOUNT (excludes WCDs) \$5,843,207.78

A. EARNINGS TO DATE

- Work Completed to Date 75.37% Complete \$4,427,301.30
 - Material Stored on Site \$ 0.00
 - Material Stored in Place \$ 0.00
 - Balance-Materials Accepted Not in Place \$ 0.00 @ 85%
 - Work Change Directives - In Place \$ 0.00
- TOTAL EARNINGS TO DATE** \$4,427,301.30

B. DEDUCTIONS

- Retainage 5% Of \$4,427,301.30 \$221,365.07
 - Retainage Release 0% Of \$4,427,301.30 \$0.00
 - Total Retainage \$221,365.07
 - Liquidated Damages 0.00 Days @ \$5,000.00 \$0.00
 - Assessments \$0.00
 - Inspector Overtime Costs \$0.00
- TOTAL DEDUCTIONS** \$221,365.07

C. AMOUNT DUE THIS PERIOD

- Total Earnings to Date \$4,427,301.30
 - Total Deductions \$221,365.07
 - Total Payments Due \$4,205,936.23
 - Less Previous Payments \$3,649,674.66
 - Restoration Adjustment \$0.00
- TOTAL AMOUNT DUE CONTRACTOR THIS DATE** \$556,261.57

BALANCE REMAINING \$1,447,018.69

Prepared By Richard L Butler

Checked By Katie Ghutzman 7/8/14
 Date

Reviewed By Muhammad Ali 7/9/2014
 Date

Don Huml: Executive Director
 Reviewed: [Signature]
 Date: 07-15-2014

Pay Est. No. 13

TSC Phase	Viewpoint	Bid Item	Description	Units	Bid Qty	Unit Price	June '14 Monthly Qty	June '14 Monthly Amount	June '14 Totodate Qty	Todate Amount	Contract Total	% Complete	May '14 Month Totodate
500000	1	Mobilization		LS	1	\$24,000.00	0.20	\$4,800.00	1.00	\$24,000.00	\$24,000.00	100.00%	0.80
502000	2	Traffic Control and Regulation		LS	1	\$72,000.00	0.02	\$1,440.00	0.98	\$70,560.00	\$72,000.00	98.00%	0.96
9922	3	Uniformed Police Officers		HR	2920	\$37.00	46.00	\$1,702.00	2,512.00	\$92,944.00	\$108,040.00	86.03%	2,466.00
512190	4	Portable Concrete Low Profile Traffic Barrier Inst		LF	1450	\$9.00	0.00	\$0.00	1,450.00	\$13,050.00	\$13,050.00	100.00%	1,450.00
512390	5	Portable Concrete Low Profile Traffic Barrier Move		LF	1450	\$4.00	0.00	\$0.00	1,240.00	\$4,960.00	\$5,800.00	85.52%	1,240.00
512195	6	Portable Concrete Low Profile Traffic Barrier Inst		LF	875	\$9.00	0.00	\$0.00	875.00	\$7,875.00	\$7,875.00	100.00%	875.00
512395	7	Portable Concrete Low Profile Traffic Barrier Move		LF	1400	\$3.00	0.00	\$0.00	1,315.00	\$3,945.00	\$4,200.00	93.93%	1,315.00
512495	8	Portable Concrete Low Profile Traffic Barrier Remo		LF	925	\$7.00	0.00	\$0.00	0.00	\$0.00	\$6,475.00	0.00%	0.00
512490	9	Portable Concrete Low Profile Traffic Barrier Remo		LF	1400	\$7.00	480.00	\$3,360.00	480.00	\$3,360.00	\$9,800.00	34.29%	0.00
10	10	Tree and Plant Protection		LS	1	\$33,000.00	0.00	\$0.00	0.88	\$29,040.00	\$33,000.00	88.00%	0.88
11	11	Filter Fabric Fence Inlet Protection (Stage 1)		LF	790	\$1.30	0.00	\$0.00	0.00	\$0.00	\$1,027.00	0.00%	0.00
12	12	Sandbags Inlet Protection (Stage 2)		LF	500	\$1.30	120.00	\$156.00	290.00	\$377.00	\$650.00	58.00%	170.00
13	13	Stabilized Construction Access		LS	1	\$2,500.00	0.00	\$0.00	0.00	\$0.00	\$2,500.00	0.00%	0.00
		B1 TOTAL - GENERAL ITEMS						\$11,458.00		\$250,111.00	\$288,417.00		
670015	14	Construct Type-C Manhole (48-inch diameter) on Box		EA	11	\$1,700.00	2.00	\$3,400.00	6.00	\$10,200.00	\$18,700.00	54.55%	4.00
670010	15	Construct Type C Manhole, Complete in Place		EA	6	\$4,000.00	0.00	\$0.00	5.00	\$20,000.00	\$24,000.00	83.33%	5.00
104212	16	Remove and Dispose of 12-inch Diameter Storm Sewer		LF	63	\$15.00	0.00	\$0.00	0.00	\$0.00	\$945.00	0.00%	0.00
104218	17	Remove and Dispose of 18-inch Diameter Storm Sewer		LF	295	\$15.00	0.00	\$0.00	230.00	\$3,450.00	\$4,425.00	77.97%	230.00
104224	18	Remove and Dispose of 24-inch Diameter Storm Sewer		LF	564	\$15.00	0.00	\$0.00	225.00	\$3,375.00	\$8,460.00	39.89%	225.00
104236	19	Remove and Dispose of 36-inch Diameter Storm Sewer		LF	67	\$15.00	0.00	\$0.00	0.00	\$0.00	\$1,005.00	0.00%	0.00
104254	20	Remove and Dispose of 54-inch Diameter Storm Sewer		LF	410	\$28.00	18.00	\$504.00	30.00	\$840.00	\$11,480.00	7.32%	12.00
104260	21	Remove and Dispose of 60-inch Diameter Storm Sewer		LF	1225	\$30.00	456.00	\$13,680.00	694.00	\$20,820.00	\$36,750.00	56.65%	238.00
104266	22	Remove and Dispose of 66-inch Diameter Storm Sewer		LF	110	\$30.00	0.00	\$0.00	186.00	\$5,580.00	\$3,300.00	169.09%	186.00
104272	23	Remove and Dispose of 72-inch Diameter Storm Sewer		LF	890	\$30.00	0.00	\$0.00	890.00	\$26,700.00	\$26,700.00	100.00%	890.00
104700	24	Remove and Dispose of existing Inlets;all types		EA	23	\$510.00	1.00	\$510.00	12.00	\$6,120.00	\$11,730.00	52.17%	11.00
104800	25	Remove and Dispose of existing Manholes;all types		EA	18	\$500.00	2.00	\$1,000.00	16.00	\$8,000.00	\$9,000.00	88.89%	14.00
610000	26	Provide Trench Safety System		EA	3499	\$1.00	473.00	\$473.00	1,601.00	\$1,601.00	\$3,499.00	45.76%	1,128.00
630806	27	Construct Box Culvert-Precast 8' x 6' Storm		LF	5152	\$446.00	948.00	\$422,808.00	3,631.00	\$1,619,426.00	\$2,297,792.00	70.48%	2,683.00
630805	28	Construct Box Culvert - Precast 5-foot x 8-foot St		LF	26	\$460.00	0.00	\$0.00	0.00	\$0.00	\$11,960.00	0.00%	0.00
610060	29	Construct 60-inch Reinforced Concrete Pipe, Comple		LF	49	\$350.00	0.00	\$0.00	49.00	\$17,150.00	\$17,150.00	100.00%	49.00
610024	30	Construct 29-inch x 45-inch Elliptical Reinforced C		LF	30	\$250.00	0.00	\$0.00	30.00	\$7,500.00	\$7,500.00	100.00%	30.00
610036	31	Construct 36-inch Reinforced Concrete Pipe, Comple		LF	10	\$300.00	0.00	\$0.00	4.00	\$1,200.00	\$3,000.00	40.00%	4.00
610030	32	Construct 30-inch Reinforced Concrete Pipe, Comple		LF	33	\$140.00	0.00	\$0.00	33.00	\$4,620.00	\$4,620.00	100.00%	33.00
610024	33	Construct 24-inch Reinforced Concrete Pipe Storm L		LF	710	\$90.00	16.00	\$1,440.00	576.00	\$51,840.00	\$63,900.00	81.13%	560.00
610018	34	Construct 18-inch Reinforced Concrete Pipe Storm L		LF	40	\$90.00	0.00	\$0.00	40.00	\$3,600.00	\$3,600.00	100.00%	40.00
35	35	Construct Box Culvert-Precast 8-foot x 5-foot Stor		EA	1	\$900.00	0.00	\$0.00	0.00	\$0.00	\$900.00	0.00%	0.00
36	36	Construct 60-inch Diameter Plug, Complete in Place		EA	1	\$900.00	0.00	\$0.00	1.00	\$900.00	\$900.00	100.00%	1.00
660200	37	Construct Type A Inlet - Complete in Place		EA	3	\$2,500.00	0.00	\$0.00	3.00	\$7,500.00	\$7,500.00	100.00%	3.00
660000	38	Construct Type C Inlet- Complete in Place		EA	8	\$3,000.00	0.00	\$0.00	8.00	\$24,000.00	\$24,000.00	100.00%	8.00
660050	39	Construct Type BB Inlet- Complete in Place		EA	15	\$2,500.00	1.00	\$2,500.00	11.00	\$27,500.00	\$37,500.00	73.33%	10.00
40	40	Construct Junction to Box Culvert from new Lateral		EA	20	\$700.00	0.00	\$0.00	15.00	\$10,500.00	\$14,000.00	75.00%	15.00
671000	41	Construct Junction Box # 107-B, Complete in Place		EA	1	\$50,000.00	0.00	\$0.00	1.00	\$50,000.00	\$50,000.00	100.00%	1.00
671020	42	Construct Junction Box #124, Including MH, Rings a		EA	0	\$50,000.00	0.00	\$0.00	0.00	\$0.00	deleted	deleted	0.00
671030	43	Construct Junction Box #121, Including MH, Rings a		EA	0	\$50,000.00	0.00	\$0.00	0.00	\$0.00	deleted	deleted	0.00
671040	44	Construct Junction Box #136, Including MH, Ring a		EA	0	\$50,000.00	0.00	\$0.00	0.00	\$0.00	deleted	deleted	0.00
45	45	Furnish and Install Ring Grates		EA	10	\$500.00	0.00	\$0.00	6.00	\$3,000.00	\$5,000.00	60.00%	6.00
46	46	Furnish and Install 48" Flap Valve, Complete in P		EA	2	\$16,000.00	2.00	\$32,000.00	2.00	\$32,000.00	\$32,000.00	100.00%	0.00
		B2 TOTAL - STORM SEWER ITEMS						\$478,315.00		\$1,967,422.00	\$2,741,316.00		

TSC Viewpoint Phase	Bid Item	Description	Units	Bid Qty	Unit Price	June '14 Monthly Qty	June '14 Monthly Amount	June '14 Totodate Qty	Totodate Amount	Contract Total	% Complete	May '14 Month Totodate
710000	47	Provide Trench Safety System for Water Line	LF	1040	\$1.00	0.00	\$0.00	638.00	\$638.00	\$1,040.00	61.35%	638.00
721012	48	Furnish and Install 12-inch Water line by Trenchline	LF	20	\$250.00	0.00	\$0.00	2.00	\$500.00	\$5,000.00	10.00%	2.00
721008	49	Furnish and Install 8-inch Water line by Trenchlines	LF	3207	\$65.00	0.00	\$0.00	3,403.60	\$221,234.00	\$208,455.00	106.13%	3,403.60
715008	50	Furnish and Install 8-inch DIP Water Line w/ Restr	LF	343	\$170.00	0.00	\$0.00	445.80	\$75,786.00	\$58,310.00	129.97%	445.80
716008	51	Furnish and Install 8-inch Water Line w/ Restraint	LF	232	\$140.00	0.00	\$0.00	52.70	\$7,378.00	\$32,480.00	22.72%	52.70
731016	52	Furnish and Install 8-inch Water Line in 16-inch C	LF	274	\$150.00	0.00	\$0.00	245.20	\$36,780.00	\$41,100.00	89.49%	245.20
712008	53	Furnish and Install 8-inch DIP Water Line, Pressur	LF	54	\$170.00	0.00	\$0.00	8.00	\$1,360.00	\$9,180.00	14.81%	8.00
721002	54	Furnish and Install 2-inch Water Line by Trenchlines	LF	12	\$201.00	0.00	\$0.00	6.00	\$1,206.00	\$2,412.00	50.00%	6.00
721004	55	Furnish and Install 4-inch Water Line by Trenchlines	LF	25	\$150.00	0.00	\$0.00	7.20	\$1,080.00	\$3,750.00	28.80%	7.20
716006	56	Furnish and Install 8-inch Water Line with Restrai	LF	10	\$210.00	0.00	\$0.00	5.00	\$1,050.00	\$2,100.00	50.00%	5.00
750806	57	Furnish and Install 8-inch Tapping Sleeve and Valv	EA	1	\$4,000.39	0.00	\$0.00	1.00	\$4,000.39	\$4,000.39	100.00%	1.00
760002	58	Wet Connection to Existing 2-inch Waterline	EA	3	\$1,000.00	0.00	\$0.00	1.00	\$1,000.00	\$3,000.00	33.33%	1.00
770002	59	Cut, Plug and Abandon Existing 2-inch Waterline	EA	3	\$300.00	0.00	\$0.00	2.00	\$600.00	\$900.00	66.67%	2.00
760006	60	Wet Connection to Existing 6-inch Water Line	EA	1	\$1,800.00	0.00	\$0.00	0.00	\$0.00	\$1,800.00	0.00%	0.00
770006	61	Cut, Plug and Abandon Existing 6-inch Water Line	EA	1	\$500.00	0.00	\$0.00	0.00	\$0.00	\$500.00	0.00%	0.00
760008	62	Wet Connection to Existing 8-inch Water Line	EA	12	\$2,000.00	0.00	\$0.00	8.00	\$16,000.00	\$24,000.00	66.67%	8.00
770008	63	Cut, Plug and Abandon Existing 8-inch Water Line	EA	13	\$700.00	0.00	\$0.00	10.00	\$7,000.00	\$9,100.00	76.92%	10.00
760012	64	Wet Connection to Existing 12-inch Water Line	EA	1	\$2,100.00	0.00	\$0.00	1.00	\$2,100.00	\$2,100.00	100.00%	1.00
770012	65	Cut, Plug and Abandon Existing 12-inch Water Line	EA	1	\$800.00	0.00	\$0.00	1.00	\$800.00	\$800.00	100.00%	1.00
780100	66	Furnish and Install Fire Hydrant Assembly w/6-inch	EA	7	\$4,000.00	0.00	\$0.00	7.00	\$28,000.00	\$28,000.00	100.00%	7.00
780150	67	Furnish and Install 6-inch Fire Hydrant Lead, Open	LF	50	\$70.00	0.00	\$0.00	50.00	\$3,500.00	\$3,500.00	100.00%	50.00
780005	68	5/8" to 1" Diameter Copper Service Connection, Sho	EA	12	\$1,000.00	0.00	\$0.00	6.00	\$6,000.00	\$12,000.00	50.00%	6.00
780010	69	5/8" to 1" Diameter Copper Service Connection, Lon	EA	4	\$1,500.00	0.00	\$0.00	1.00	\$1,500.00	\$6,000.00	25.00%	1.00
780015	70	1.5" to 2" Diameter Copper Service Connection, Sho	EA	2	\$1,100.00	0.00	\$0.00	2.00	\$2,200.00	\$2,200.00	100.00%	2.00
780020	71	1.5" to 2" Diameter Copper Service Connection, Lon	EA	10	\$1,700.00	0.00	\$0.00	0.00	\$0.00	\$17,000.00	0.00%	0.00
B3 TOTAL WATER LINE ITEMS												
									\$419,712.39	\$478,727.39		
810000	72	Provide Trench Safety System for Sanitary Sewer	LF	2841	\$1.00	0.00	\$0.00	2,738.00	\$2,738.00	\$2,841.00	96.37%	2,738.00
830100	73	Remove and Dispose of Sanitary Sewer Manholes	EA	14	\$500.00	0.00	\$0.00	12.00	\$6,000.00	\$7,000.00	85.71%	12.00
830100	74	Construct Sanitary Sewer Manhole, Complete in Plac	EA	17	\$4,000.00	0.00	\$0.00	14.00	\$56,000.00	\$68,000.00	82.35%	14.00
811021	75	Construct 21-inch Sanitary Sewer, Complete in Plac	LF	58	\$150.00	0.00	\$0.00	63.00	\$9,450.00	\$8,700.00	108.62%	63.00
830321	76	Remove and Dispose 21-inch Sanitary Sewer	LF	1646	\$5.00	0.00	\$0.00	1,651.00	\$8,255.00	\$8,230.00	100.30%	1,651.00
811020	77	Construct 20-inch Sanitary Sewer, Pressure Class 1	LF	1588	\$140.00	0.00	\$0.00	1,604.00	\$224,560.00	\$222,320.00	101.01%	1,604.00
830318	78	Remove and Dispose 18-inch Sanitary Sewer	LF	20	\$5.00	0.00	\$0.00	0.00	\$0.00	\$100.00	0.00%	0.00
811018	79	Construct 18-inch Sanitary Sewer, Pressure Class 1	LF	20	\$220.00	0.00	\$0.00	0.00	\$0.00	\$4,400.00	0.00%	0.00
811016	80	Construct 16-inch San Sew, Class 150 PSI	LF	43	\$140.00	0.00	\$0.00	46.00	\$6,440.00	\$6,020.00	106.98%	46.00
830315	81	Remove and Dispose of 15-inch Sanitary Sewer	LF	43	\$5.00	0.00	\$0.00	46.00	\$230.00	\$215.00	106.98%	46.00
811012	82	Construct 12-inch Sanitary Sewer, Pressure Class 1	LF	1080	\$110.00	0.00	\$0.00	1,029.00	\$113,190.00	\$118,800.00	95.28%	1,029.00
830312	83	Remove and Dispose 12-inch Sanitary Sewer	LF	1080	\$5.00	0.00	\$0.00	1,053.00	\$5,265.00	\$5,400.00	97.50%	1,053.00
830308	84	Remove and Dispose 8-inch Sanitary Sewer	LF	52	\$5.00	0.00	\$0.00	45.00	\$225.00	\$260.00	86.54%	45.00
811008	85	Construct 8-inch Sanitary Sewer, Pressure Class 15	LF	52	\$100.00	0.00	\$0.00	70.00	\$7,000.00	\$5,200.00	134.62%	70.00
811000	86	Service Stubs or Reconections without Stack on Sa	EA	6	\$1,200.00	0.00	\$0.00	10.00	\$12,000.00	\$7,200.00	166.67%	10.00
810100	87	Bypass Pumping	LS	1	\$40,000.00	0.00	\$0.00	1.00	\$40,000.00	\$40,000.00	100.00%	1.00
									\$491,353.00	\$504,686.00		
104000	88	Remove and Dispose of Reinforced Concrete Pavement	SY	12840	\$2.00	3,118.22	\$6,236.44	12,840.00	\$25,680.00	\$25,680.00	100.00%	9,721.78
104105	89	Remove and Dispose of Driveways (All Materials, Al	SY	983	\$2.00	48.60	\$97.20	747.57	\$1,495.14	\$1,966.00	76.05%	698.97
104110	90	Remove and Dispose of Sidewalks (All Materials, Al	SY	1138	\$2.00	0.00	\$0.00	930.93	\$1,861.86	\$2,276.00	81.80%	930.93
373000	91	Construct Concrete Curb, All Heights, Complete in	LF	4380	\$3.00	50.00	\$150.00	4,058.00	\$12,174.00	\$13,140.00	92.65%	4,008.00
262060	92	Construct Lime/Fly-Ash Stabilized Subgrade, 6-inch	SY	14165	\$6.00	0.00	\$0.00	6,454.24	\$38,725.44	\$84,990.00	45.56%	6,454.24

TSC Viewpoint Phase	Bid Item	Description	Units	Bid Qty	Unit Price	June '14		June '14		Contract Total	% Complete	May '14 Month Totals
						Monthly Qty	Monthly Amount	Quantity	Amount			
260000	93	Furnish Lime for Lime Stabilized Subgrade, Complet	TON	205	\$160.00	0.00	\$0.00	114.31	\$18,289.60	\$32,800.00	55.76%	114.31
390050	94	Construct 7-inch High Early Strength Concrete, Inc	SY	940	\$70.00	48.60	\$3,402.00	1,036.76	\$72,573.20	\$65,800.00	110.29%	988.16
371010	95	Construct 10-inch Reinforced Concrete Pavement, Co	SY	12320	\$58.00	783.00	\$45,414.00	9,512.58	\$551,729.64	\$714,560.00	77.21%	8,729.58
96	96	Sawcut Exist Pavement	LF	1246	\$5.00	0.00	\$0.00	502.00	\$2,510.00	\$6,230.00	40.29%	502.00
110000	97	Earthwork, Roadway Excavation and Embankment	CY	2464	\$15.00	0.00	\$0.00	1,975.98	\$29,639.70	\$36,960.00	80.19%	1,975.98
390200	98	Construct ADA Accessible Wheelchair Ramps, Complet	SF	2860	\$12.00	0.00	\$0.00	1,409.65	\$16,915.80	\$34,320.00	49.29%	1,409.65
390201	99	Furnish and Install ADA Detectable Warning Pavers,	SY	27	\$120.00	0.00	\$0.00	13.26	\$1,591.20	\$3,240.00	49.11%	13.26
330006	100	Construct 6-inch Hot Mix Asphalt Base Course (Type	TON	258	\$100.00	0.00	\$0.00	249.95	\$24,995.00	\$25,800.00	96.88%	249.95
330302	101	Construct 1 1/2-inch Asphalt Concrete Surface Cour	TON	65	\$130.00	0.00	\$0.00	57.17	\$7,432.10	\$8,450.00	87.95%	57.17
390100	102	Construct 4 1/2-inch Concrete Sidewalk, Complete in P	SF	19222	\$6.00	0.00	\$0.00	15,104.85	\$90,629.10	\$115,332.00	78.58%	15,104.85
1030	103	Remove and Reinstall Existing Mailbox and Post	EA	7	\$150.00	0.00	\$0.00	7.00	\$1,050.00	\$1,050.00	100.00%	7.00
1040	104	Remove and Reconstruct Existing Brick Mailbox Stru	EA	1	\$350.00	0.00	\$0.00	0.00	\$0.00	\$350.00	0.00%	0.00
371005	105	Board Expansion Joint with or without Load Transfe	LF	1360	\$4.00	0.00	\$0.00	933.00	\$3,732.00	\$5,440.00	68.60%	933.00
1060	106	Horizontal Dowels, All Lengths	EA	2300	\$1.00	0.00	\$0.00	881.00	\$881.00	\$2,300.00	38.30%	881.00
372000	107	Concrete Pavement Header	LF	420	\$5.00	0.00	\$0.00	286.00	\$1,430.00	\$2,100.00	68.10%	286.00
108	108	Remove and Dispose of Asphalt Pavement, Including	SY	160	\$25.00	0.00	\$0.00	58.67	\$1,466.75	\$4,000.00	36.67%	58.67
		B5 TOTAL PAVING ITEMS					\$55,299.64	\$904,801.53	\$1,186,784.00			
109	109	Drill Shaft (Traf Signal Pole) (24-in) Pedestals	LF	18	\$125.00	0.00	\$0.00	18.00	\$2,250.00	\$2,250.00	100.00%	18.00
110	110	Drill Shaft (Traffic Signal Pole) (30-inch)	LF	46	\$160.00	0.00	\$0.00	46.00	\$7,360.00	\$7,360.00	100.00%	46.00
111	111	25' Traffic Signal Pole	EA	2	\$4,400.00	0.00	\$0.00	1.00	\$4,400.00	\$8,800.00	50.00%	1.00
112	112	30' Traffic Signal Pole	EA	1	\$4,500.00	0.00	\$0.00	1.00	\$4,500.00	\$4,500.00	100.00%	1.00
113	113	40' Traffic Signal Pole	EA	1	\$6,000.00	0.00	\$0.00	1.00	\$6,000.00	\$6,000.00	100.00%	1.00
114	114	Ped Pole Assembly	EA	2	\$800.00	0.00	\$0.00	2.00	\$1,600.00	\$1,600.00	100.00%	2.00
115	115	Push Button Pole Assembly	EA	1	\$600.00	0.00	\$0.00	1.00	\$600.00	\$600.00	100.00%	1.00
116	116	Saw Cut	LF	316	\$5.00	0.00	\$0.00	0.00	\$0.00	\$1,580.00	0.00%	0.00
117	117	Traffic Signal Construction	EA	1	\$2,400.00	0.00	\$0.00	0.00	\$0.00	\$2,400.00	0.00%	0.00
118	118	Temporary Traffic Signals	EA	1	\$6,000.00	0.00	\$0.00	0.70	\$4,200.00	\$6,000.00	70.00%	0.70
119	119	Removal of Concrete Foundations	EA	4	\$500.00	0.00	\$0.00	0.00	\$0.00	\$2,000.00	0.00%	0.00
120	120	Remove Traffic-Signal Pole Assembly	EA	4	\$400.00	0.00	\$0.00	0.00	\$0.00	\$1,600.00	0.00%	0.00
121	121	Electrical Service (UL TYPE 3R)	EA	1	\$4,000.00	0.00	\$0.00	1.00	\$4,000.00	\$4,000.00	100.00%	1.00
122	122	Traffic-Signal Pull box (5-TY B)	EA	5	\$500.00	2.00	\$0.00	5.00	\$2,500.00	\$2,500.00	100.00%	3.00
123	123	1 1/2-inch (TRENCH) Conduit PVC (Sched 80)	LF	30	\$10.00	0.00	\$0.00	94.00	\$940.00	\$300.00	313.33%	94.00
124	124	2-inch (TRENCH) Conduit PVC (Sched 80)	LF	20	\$10.00	0.00	\$0.00	77.00	\$770.00	\$200.00	385.00%	77.00
125	125	3-inch (TRENCH) Conduit PVC (SCHED 80)	LF	42	\$12.00	0.00	\$0.00	47.00	\$564.00	\$504.00	111.90%	47.00
126	126	4-inch (TRENCH) Conduit PVC (SCHED 80)	LF	81	\$14.00	0.00	\$0.00	81.00	\$1,134.00	\$1,134.00	100.00%	81.00
127	127	4-inch (BORE) Conduit PVC (SCHED 80)	LF	592	\$15.00	0.00	\$0.00	334.00	\$5,010.00	\$7,980.00	62.78%	334.00
128	128	Loop Detector Wire Cable	LF	1152	\$5.50	1,152.00	\$6,336.00	1,152.00	\$6,336.00	\$6,336.00	100.00%	0.00
129	129	Loop Detector Lead-in-Cable	LF	958	\$1.25	958.00	\$1,197.50	958.00	\$1,197.50	\$1,197.50	100.00%	0.00
130	130	VEH SIG SEC (12 INCH) INC (GRN) LED	EA	6	\$170.00	0.00	\$0.00	6.00	\$1,020.00	\$1,020.00	100.00%	6.00
131	131	VEH SIG SEC (12 INCH) INC (YEL) LED	EA	6	\$170.00	0.00	\$0.00	6.00	\$1,020.00	\$1,020.00	100.00%	6.00
132	132	VEH SIG SEC (12 INCH) INC (RED) LED	EA	6	\$170.00	0.00	\$0.00	6.00	\$1,020.00	\$1,020.00	100.00%	6.00
133	133	Back Plate (12 INCH) (3 SEC)	EA	6	\$75.00	0.00	\$0.00	6.00	\$450.00	\$450.00	100.00%	6.00
134	134	LED SIG SEC (12 IN) LED (2 INDICATIONS)	EA	6	\$450.00	1.00	\$450.00	4.00	\$1,800.00	\$2,700.00	66.67%	3.00
135	135	TRF SIG CBL (TY A) (14 AWG) (3 CONDR)	LF	320	\$1.00	320.00	\$320.00	320.00	\$320.00	\$320.00	100.00%	0.00
136	136	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	LF	336	\$1.25	336.00	\$420.00	336.00	\$420.00	\$420.00	100.00%	0.00
137	137	TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	LF	1262	\$1.50	1,262.00	\$1,893.00	1,262.00	\$1,893.00	\$1,893.00	100.00%	0.00
138	138	ELECT CONDR (NO. 8) BARE	LF	347	\$0.80	347.00	\$277.60	347.00	\$277.60	\$277.60	100.00%	0.00
139	139	Signal Power (NO. 4 THHN)	LF	31	\$2.00	0.00	\$0.00	0.00	\$0.00	\$62.00	0.00%	0.00
140	140	Detector Unit	EA	3	\$625.00	2.00	\$1,250.00	3.00	\$1,875.00	\$1,875.00	100.00%	1.00

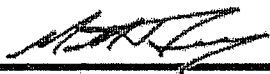
TSC Viewpoint Phase	Bid Item	Description	Units	Bid Qty	Unit Price	June '14 Monthly Qty	Monthly Amount	June '14 Totodate Qty	Todate Amount	Contract Total	% Complete	May '14 Month Totodate	
141	141	Phase Selector	EA	2	\$2,300.00	2.00	\$4,600.00	2.00	\$4,600.00	\$4,600.00	100.00%	0.00	
142	142	Optical Detector Cable	LF	631	\$1.50	631.00	\$946.50	631.00	\$946.50	\$946.50	100.00%	0.00	
143	143	Controller Cabinet 340 ITS	EA	1	\$19,000.00	0.00	\$0.00	1.00	\$19,000.00	\$19,000.00	100.00%	1.00	
144	144	Model 2070 Controller	EA	1	\$2,600.00	0.00	\$0.00	1.00	\$2,600.00	\$2,600.00	100.00%	1.00	
145	145	Battery Backup System	EA	1	\$5,600.00	0.00	\$0.00	1.00	\$5,600.00	\$5,600.00	100.00%	1.00	
146	146	Audible Pedestrian Signal Units	EA	4	\$1,500.00	4.00	\$6,000.00	4.00	\$6,000.00	\$6,000.00	100.00%	0.00	
B6 TOTAL ELECTRICAL & SIGNAL ITEMS													
											\$23,690.60	\$102,203.60	\$118,645.60
147	147	Install Raised Reflective Pavement Markers-Type I	EA	115	\$4.00	0.00	\$0.00	112.00	\$448.00	\$460.00	97.39%	112.00	
148	148	Install Thermoplastic Pavement Markings (4-inch, S	LF	360	\$0.50	40.00	\$20.00	299.00	\$149.50	\$180.00	83.06%	259.00	
149	149	Install Thermoplastic Pavement Markings (4-inch Br	LF	4550	\$0.50	140.00	\$70.00	1,235.00	\$617.50	\$2,275.00	27.14%	1,095.00	
150	150	Install Thermoplastic Pavement Markings (4-inch, S	LF	4600	\$0.50	670.00	\$335.00	4,042.00	\$2,021.00	\$2,300.00	87.87%	3,372.00	
151	151	Install Thermoplastic Pavement Markings (12-inch So	LF	680	\$3.00	175.00	\$525.00	447.00	\$1,341.00	\$2,040.00	65.74%	272.00	
152	152	Install Thermoplastic Pavement Markings(24-inch So	LF	610	\$6.00	40.00	\$240.00	485.00	\$2,910.00	\$3,660.00	79.51%	445.00	
153	153	Install Thermoplastic Pavement Markings (Word)	EA	2	\$160.00	0.00	\$0.00	0.00	\$0.00	\$320.00	0.00%	0.00	
154	154	Install Thermoplastic Pavement Markings (Arrow)	EA	4	\$160.00	0.00	\$0.00	0.00	\$0.00	\$640.00	0.00%	0.00	
155	155	Placement of Permanent Signs	SF	235	\$40.00	0.00	\$0.00	85.00	\$3,400.00	\$9,400.00	36.17%	85.00	
156	156	Remove Existing Signs	SF	225	\$6.00	0.00	\$0.00	9.00	\$54.00	\$1,350.00	4.00%	9.00	
B7 TOTAL SIGNING & PAVE MARKS ITEMS													
											\$1,190.00	\$10,941.00	\$22,625.00
157	157	Construct 4-inch x 8-inch, 60mm, Concrete Unit Pav	SF	1350	\$16.00	0.00	\$0.00	1,350.00	\$21,600.00	\$21,600.00	100.00%	1,350.00	
158	158	Furnish and Install Sod	SY	178	\$5.00	0.00	\$0.00	568.00	\$2,840.00	\$890.00	319.10%	568.00	
159	159	Fine Grading	SY	178	\$3.00	0.00	\$0.00	568.00	\$1,704.00	\$534.00	319.10%	568.00	
160	160	Prepared Backfill Mix	LS	1	\$2,100.00	0.00	\$0.00	1.00	\$2,100.00	\$2,100.00	100.00%	1.00	
161	161	65 Gallon Savannah Holly (Ilex Attenuata Var Saven	EA	8	\$700.00	0.00	\$0.00	8.00	\$5,600.00	\$5,600.00	100.00%	8.00	
162	162	65 Gallon Bald Cypress (Taxodium Distichum) 3-inch	EA	3	\$700.00	0.00	\$0.00	0.00	\$0.00	\$2,100.00	0.00%	0.00	
163	163	30 Day Truck Watering Sod	LS	1	\$1,300.00	0.00	\$0.00	1.00	\$1,300.00	\$1,300.00	100.00%	1.00	
B8 TOTAL LANDSCAPE ITEMS													
											\$0.00	\$35,144.00	\$34,124.00
164	164	Re-Mobilization/De-Mobilization	LS	1	\$30,000.00	0.50	\$15,000.00	1.00	\$30,000.00	\$30,000.00	100.00%	0.50	
165	165	Uniformed Police Officer	HR	736	\$25.00	0.00	\$0.00	0.00	\$0.00	\$18,400.00	0.00%	0.00	
166	166	Ground Water Trench Dewatering	LF	100	\$42.00	0.00	\$0.00	0.00	\$0.00	\$4,200.00	0.00%	0.00	
167	167	Excavation Around Obstructions	CY	200	\$30.00	0.00	\$0.00	0.00	\$0.00	\$6,000.00	0.00%	0.00	
168	168	Extra Hand Excavation	CY	200	\$15.00	0.00	\$0.00	0.00	\$0.00	\$3,000.00	0.00%	0.00	
169	169	Extra Machine Excavation	CY	200	\$20.00	0.00	\$0.00	0.00	\$0.00	\$4,000.00	0.00%	0.00	
170	170	Extra Placement of Backfill Material	CY	200	\$6.00	0.00	\$0.00	0.00	\$0.00	\$1,200.00	0.00%	0.00	
171	171	6-inches Over Excavation of Trench Bottom	LF	2500	\$4.00	0.00	\$0.00	0.00	\$0.00	\$10,000.00	0.00%	0.00	
172	172	Extra 18-inch Reinforced Concrete Pipe Storm Sewer	LF	10	\$60.00	0.00	\$0.00	0.00	\$0.00	\$600.00	0.00%	0.00	
173	173	Extra 24-inch Reinforced Concrete Pipe Storm Sewer	LF	10	\$85.00	0.00	\$0.00	0.00	\$0.00	\$850.00	0.00%	0.00	
174	174	Extra 30-inch Reinforced Concrete Pipe Storm Sewer	LF	10	\$70.00	0.00	\$0.00	0.00	\$0.00	\$700.00	0.00%	0.00	
175	175	Extra 29-inch x 45-inch Elliptical Reinforced Concr	LF	10	\$100.00	0.00	\$0.00	0.00	\$0.00	\$1,000.00	0.00%	0.00	
176	176	Extra 60-inch Reinforced Concrete Pipe Storm Sewer	LF	10	\$155.00	0.00	\$0.00	0.00	\$0.00	\$1,550.00	0.00%	0.00	
177	177	Construct 6-inch Hot Mix Asphalt Base Course (Type	TON	15	\$150.00	0.00	\$0.00	0.00	\$0.00	\$2,250.00	0.00%	0.00	
178	178	Construct 1 1/2-inch Hot Mix Asphalt Concrete Surfac	TON	7	\$250.00	0.00	\$0.00	0.00	\$0.00	\$1,750.00	0.00%	0.00	
179	179	Extra Ductile Iron Compact Fittings	EA	4	\$2,000.00	0.00	\$0.00	0.00	\$0.00	\$8,000.00	0.00%	0.00	
180	180	Extra Fittings in Place	EA	8	\$500.00	0.00	\$0.00	0.00	\$0.00	\$4,000.00	0.00%	0.00	
181	181	Temporary Detour Pavement	SY	1500	\$46.33	0.00	\$0.00	744.67	\$34,500.56	\$69,495.00	49.64%	744.67	
182	182	Temporary Special Shoring	SF	500	\$30.00	0.00	\$0.00	0.00	\$0.00	\$15,000.00	0.00%	0.00	
183	183	Extra 7-inch High Early Strength Concrete, Includi	SY	100	\$50.00	0.00	\$0.00	0.00	\$0.00	\$5,000.00	0.00%	0.00	

TSC Viewpoint Phase	Bid Item	Description	Units	Bid Qty	Unit Price	June '14 Monthly Qty	Monthly Amount	June '14 ToDate Qty	ToDate Amount	Contract Total	% Complete	May '14 Month ToDate
184	184	Extra 10-inch High Early Strength Concrete	SY	100	\$50.00	0.00	\$0.00	0.00	\$0.00	\$5,000.00	0.00%	0.00
		Furnish Cement Slurry for Lime Stabilized Subgrade, Complet	TON	240	\$179.30	0.00	\$0.00	100.00	\$17,930.00	\$43,032.00	41.67%	100.00
		Certified Flagmen	HR	736	\$15.00	393.00	\$5,895.00	1,966.50	\$29,497.50	\$11,040.00	267.19%	1,573.50
		C TOTAL EXTRA UNIT PRICE TABLE					\$20,895.00		\$112,918.06	\$245,867.00		
185	185	Early Completion of Phase 1, Barryknoll Lane from	DAY	10	\$5,000.00	0.00	\$0.00	0.00	\$0.00	\$50,000.00	0.00%	0.00
186	186	Early Completion of Phase 2A, Barryknoll Lane from	DAY	10	\$5,000.00	0.00	\$0.00	10.00	\$50,000.00	\$50,000.00	100.00%	10.00
187	187	Early Completion of Phase 2B, Barryknoll Lane	DAY	10	\$4,000.00	0.00	\$0.00	0.00	\$0.00	\$40,000.00	0.00%	0.00
188	188	Early Completion of Phase 3, Barryknoll Lane from	DAY	5	\$4,000.00	0.00	\$0.00	0.00	\$0.00	\$20,000.00	0.00%	0.00
		D TOTAL CONTRACTOR INCENTIVES					\$0.00		\$50,000.00	\$160,000.00		
189	189	Street Cut Permit Fee	LS	1	\$2,500.00	0.00	\$0.00	0.50	\$1,250.00	\$2,500.00	50.00%	0.50
190	190	TxDOT Permit Fee	LS	1	\$2,500.00	0.00	\$0.00	1.00	\$2,500.00	\$2,500.00	100.00%	1.00
191	191	Harris County Flood Control District Permit Fee	LS	1	\$2,500.00	0.00	\$0.00	1.00	\$2,500.00	\$2,500.00	100.00%	1.00
		E TOTAL CASH ALLOWANCE TABLE					\$0.00		\$6,250.00	\$7,500.00		
		Change order no. 1										
192-new	192	Precast lids, concrete collars (replace Junc Box 8136)	EA	1	\$11,929.75	0.00	\$0.00	0.00	\$0.00	\$11,929.75	0.00%	0.00
192-new	192	Construct Type C Manhole (60" diameter) on Box	EA	2	\$2,437.00	2.00	\$4,874.00	2.00	\$4,874.00	\$4,874.00	100.00%	0.00
		Change order no. 2										
192	192	Remove shoring at 21", 18", 15" and 12" sanitary sewer	LF	1994	\$26.38	0.00	\$0.00	1,994.00	\$52,601.72	\$52,601.72	100.00%	1,994.00
		Change order no. 3										
193	193	ATT Delay	LS	1	\$18,969.00	0.00	\$0.00	1.00	\$18,969.00	\$18,969.00	100.00%	1.00
		Total earned							\$4,427,301.30		75.33%	
		5% retainage							\$221,365.07			
		Previously Paid							\$3,649,674.66			
		Monthly estimate							\$556,261.57			

Roadway Reconstruction Project
WBS No. T-170015-0001-3
June 2014 Monthly MBE/SBE Report

	Paid Todate MBE 14%	Paid Todate SBE 8%	Estimated Totals MBE 14%	Estimated Totals SBE 8%	Percent Complete MBE Goal	Percent Complete SBE Goal
<u>14% MBE Summary</u>						
DNA Trucking	\$326,070.81		\$304,080.00		107.23%	
H&E Aggregate	\$340,715.71		\$355,687.50		95.79%	
Maintenance to Go	\$41,512.36		\$37,885.50		109.57%	
Reliable Signal	\$76,357.00		\$119,230.00		64.04%	
	<u>\$784,655.88</u>		<u>\$816,883.00</u>		<u>13.36%</u>	

<u>8% SBE Summary</u>				
Batterson		\$49,908.70	\$34,790.70	143.45%
CPSI (Paving supplies)		\$46,209.68	\$16,000.00	288.81%
El Dorado Paving		\$137,920.81	\$258,373.70	53.38%
Mickie Services		\$2,725.00	\$2,725.00	100.00%
Professional Traffic Control		\$135,173.10	\$158,288.00	85.40%
		<u>\$371,937.29</u>	<u>\$470,177.40</u>	<u>6.33%</u>



7/7/2014

Matthew Trespalacious
Project Manager
Texas Sterling Construction, Co.

Document 00642

MONTHLY SUBCONTRACTOR PAYMENT REPORTING FORM

Legal Project Name: Barryknoll East Drainage and Roadway Construction

Outline Agreement No.: _____ WBS No.: T-170015-0001-3

Contractor's Company Name: Texas Sterling Construction Co

Address: 20810 Fernbush Houston, TX 77073

CERTIFICATION

Matthew Trespalacios, Contractor's Representative for the above referenced Contract, hereby certifies that (1) Contractor has paid all subcontractors, except those noted below, (2) Contractor made such payments (a) in proportion to the amount City paid Contractor and (b) in accordance and compliance with all applicable Contract Documents and laws; and (3) Contractor withheld no sums from any subcontractor for allegations of deficiency in Work. The term "subcontractor", as used herein, includes all persons or firms furnishing work, materials, services or equipment Contractor ordered incorporated into Work or placed near the Project for which the City made partial payment.

EXCEPTION: Contractor sent Payment Notifications to the following subcontractors explaining why Contractor withheld payment. Copies are attached.

Subcontractor Name: _____ Subcontractor Name: _____

Street Address: _____ Street Address: _____

City, State, and Zip Code: _____ City, State, and Zip Code: _____

Amount of Payment Withheld: _____ Amount of Payment Withheld: _____

Date Payment First Withheld: _____ Date Payment First Withheld: _____

Description of Good Faith Reason: _____ Description of Good Faith Reason: _____

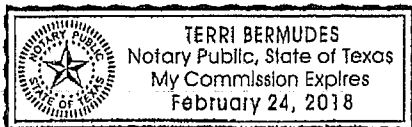
[Signature]
(Signature of Contractor's Representative)

Matthew Trespalacios
(Print or Type Name of Contractor's Representative)

SWORN TO AND SUBSCRIBED before me on:

7/7/2014

Date




[Signature]
Notary Public in and for the State of Texas

My Commission Expires: 02/24/18
Expiration Date

Terri Bermudes
Print or Type Name of Notary Public

MEMORIAL CITY REDEVELOPMENT AUTHORITY
 STATEMENT OF QUALIFICATIONS SCORING SHEET - LAND SEARCH CONSULTANT
 FISCAL YEAR 2015

	Maximum Score	Contract Land Staff	Hawes Hill Calderon	Marsh Darcy Partners*	PAS
Experience w/ Public Agencies & TIRZ	30	20	30	30	25
Reputation & Experience as Land Search Firm	25	25	23	23	24
Project Team	20	16	20	20	18
Local Resources	15	13	13	12	13
Diversity	10	5	5	6	5
Total Maximum Points	100	79	91	91	85

ATTEST: 
 Don Humi, Executive Director

DATE: 07/24/2014

* Full Disclosure: Memorial City RDA subleases office space from Marsh Darcy Partners at 8955 Katy Freeway, Suite 215, Houston, TX 77024.



July 22, 2014

Ann Givens, Chair of the Board
Memorial City Redevelopment Authority
8955 Katy Freeway, Suite 215
Houston, Texas 77024

Attention: Mrs. Ann Givens,

Re: Proposal to Provide Engineering Consulting Services to Memorial City Redevelopment Authority (MCRA) TIRZ17

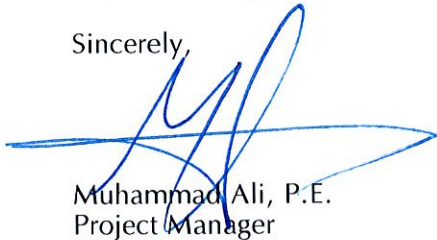
Dear Mrs. Givens,

Lockwood, Andrews and Newnam, Inc. (LAN) is pleased to submit this proposal for engineering consulting services. LAN will provide support services as requested and authorized by the Executive Director. LAN anticipates the scope of services to include various tasks to assist implementing the MCRA's capital improvement program such as planning meetings, public information development, and other miscellaneous tasks

Time will be billed on an hourly basis, not to exceed \$20,000.00, at the current rates shown on the attached rate sheet. The invoice for this task order will be submitted separately from the CIP task orders.

We are prepared to begin this work immediately and look forward to our continued relationship in assisting the MCRA in implementing their capital program. Please feel free to contact me at (713) 266-6900 if you have any questions or need additional information.

Sincerely,



Muhammad Ali, P.E.
Project Manager

MA: kg

Attachments: Exhibit A –
Hourly Rate Schedule

Accepted For
Memorial City Redevelopment Authority

Signature Date

Print

Accepted for City of Houston

Signature Date

Print



Memorial City Redevelopment Authority
Approved Engineering Firms
Standard Rate Sheet Matrix
9/17/2013

	Classification	Rate
1	Principal	275
2	Sr. Project Manager	225
3	Project Manager	175
4	Construction Manager	170
5	Senior Project Engineer	165
6	Project Engineer	150
7	GIS Specialist	130
8	Graduate Engineer	120
9	Senior Designer	115
10	Inspector	110
11	Project Administrator	110
12	CADD Tech	90
13	Administrative Assistant	85
14	Clerical	65

July 23, 2014

Mr. Don Huml
Executive Director
Memorial City Redevelopment Authority / TIRZ 17
8955 Katy Freeway, Suite 215
Houston, Texas 77024

Attention: Mr. Don Huml

Re: Proposal for Professional Engineering Services
Klotz Associates Project No. 1111.04.000

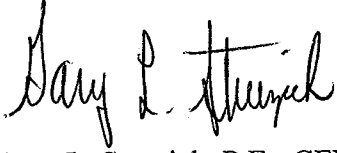
Dear Mr. Huml:

In response your recent request, Klotz Associates has prepared this proposal for the engineering services to provide time and efforts to work with LAN and others as directed by the board for the Regional Drainage Evaluation work. This will be a high level effort for drainage evaluation using the initial data and information from the RDS and providing additional information to. This effort will make use of new or changed conditions within the watersheds previously evaluated as part of the RDS.

We propose to provide these Regional Drainage Evaluation Services as a Task Order under our Master Agreement for Professional Services with a maximum Not-to-Exceed authorization of \$20,000. This effort will be billed on an hourly rate basis and we can begin this work immediately after authorization to proceed. This is an initial effort to provide updates in developing a regional drainage evaluation. An additional scope of work for future work to support the updated Regional Drainage Evaluation will be developed and presented to the board at a future date. We estimate this initial work can be prepared within 60 days after Notice-to-Proceed.

We appreciate the opportunity to continue to work with the Memorial City Redevelopment Authority (TIRZ 17) to support a revised regional drainage evaluation. Please call Ed Conger or me if you have any questions or require any additional information.

Sincerely,



Gary L. Struzick, P.E., CFM
Vice President

GLS

Accepted for
Memorial City Redevelopment Authority

Signature

Date

Print

Accepted for the City of Houston

Signature

Date

Print



July 21, 2014

Ann Givens, Chair of the Board
Memorial City Redevelopment Authority / TIRZ 17
8955 Katy Freeway, Suite 215
Houston, Texas 77024

Attention: Mrs. Ann Givens

**Re: Town and Country West Drainage and Mobility Improvements TIRZ 17
CIP No. T-1717 - Amendment to Phase II Detailed Design**

Dear Mrs. Givens,

As requested, Lockwood, Andrews and Newnam, Inc. (LAN) is submitting this amendment proposal to the Town and Country detailed design task order to support the Authority in the abandonment of the northern portion of Town and Country Boulevard. This will require the completion and submittal of the Joint Referral Committee package (JRC) to the City of Houston. Please refer to Exhibit 'A' for specific details. LAN will not perform any design on the northern alignment of Town & Country Blvd., pending the Authority's review and approval of costs associated with the abandonment, and City Council approval of same. If the decision is made to preserve the current right-of-way alignment of Town & Country Blvd., LAN will design that portion of the roadway accordingly.

Upon approval of the amended task order, design services will only be performed on sections of existing right-of-way, alignments that are already defined (such as the Town & Country Way extension), that will not change, or will result from the future dedication of property located on the northeast corner of Town & Country Blvd. and Town & Country Way and intended for the roundabout.

LAN proposes to perform JRC services for a lump sum amount of \$22,200. Exhibit "B" provides a detailed breakdown estimate of the fees for the JRC process. As noted in the attached, a credit of \$6,275 from the June approved Task Order for the design of the fence and sign for the vacant lot at 909 Town and Country Blvd will be applied. The adjacent property owner will design the sign and fence for the vacant lot as part of the work they are performing on the North side. Therefore, the amended grand total for the Town and Country detailed design effort is \$684,400.

Please feel free to contact me at (713)266-6900 if you have any questions or need additional information.

Sincerely,

Muhammad Ali, P.E.
Project Manager

MA:ro:pt

Accepted For
Memorial City Redevelopment Authority

Signature Date

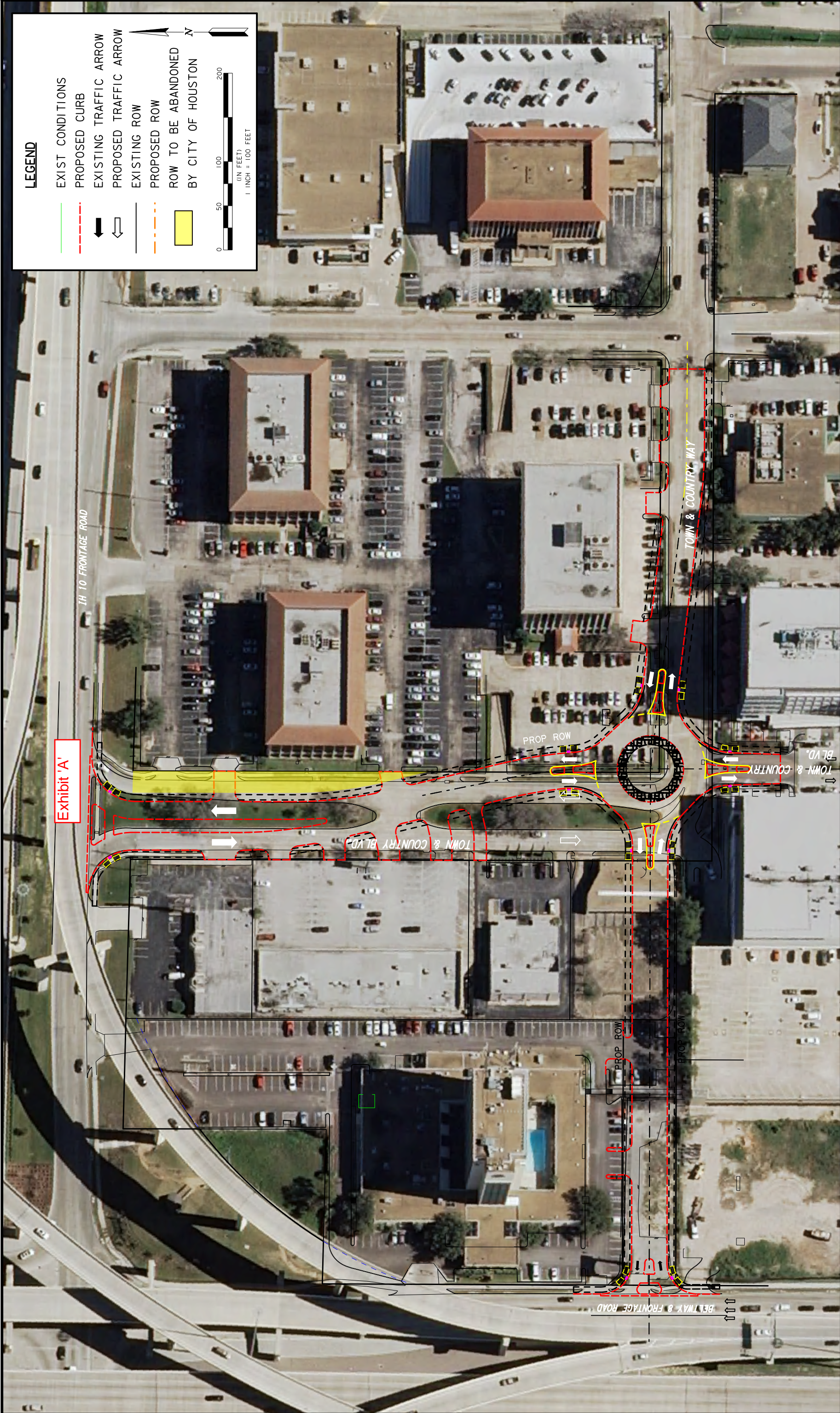
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Accepted for City of Houston

Signature Date

Print

Attachments: Exhibit A – Town and Country Exhibit
Exhibit B – Fee Schedule
Exhibit C – Survey plats and meets and bounds description.



LEGEND

- EXIST CONDITIONS
- PROPOSED CURB
- EXISTING TRAFFIC ARROW
- PROPOSED TRAFFIC ARROW
- EXISTING ROW
- PROPOSED ROW
- ROW TO BE ABANDONED BY CITY OF HOUSTON

0 50 100 200
 (IN FEET)
 1 INCH = 100 FEET

<p>Lockwood, Andrews & Newnam, Inc. A LEQ A DAILY COMPANY</p>		<p>T&C 17 REDEVELOPMENT AUTHORITY</p>		<p>INTERIM REVIEW ONLY Document incomplete; not intended for permit, bidding or construction. Engineer: Muhammad M. Ali, P.E. P.E. Serial No.: 98146 Firm: Lockwood, Andrews & Newnam Inc. Firm No.: F-2614 Date: 7/21/2014</p>		<p>TOWN & COUNTRY</p> <p>RIGHT-OF-WAY EXHIBIT</p> <p>SINGLE LN ROUNDABOUT</p>	
<p>DATE</p>	<p>DATE</p>	<p>DATE</p>	<p>DATE</p>	<p>DATE</p>	<p>DATE</p>	<p>DATE</p>	<p>DATE</p>
<p>7/21/2014</p>	<p>7/21/2014</p>	<p>7/21/2014</p>	<p>7/21/2014</p>	<p>7/21/2014</p>	<p>7/21/2014</p>	<p>7/21/2014</p>	<p>7/21/2014</p>
<p>DRN BY</p>	<p>DRN CKD BY</p>	<p>DES BY</p>	<p>DES CKD BY</p>	<p>APPROVED BY</p>	<p>DATE</p>	<p>SCALE:</p>	<p>AS SHOWN</p>
<p>M.G.</p>	<p>R.G.</p>	<p>M.G.</p>	<p>M.G.</p>	<p>APPROVED BY</p>	<p>DATE</p>	<p>SCALE:</p>	<p>AS SHOWN</p>
<p>CONTRACT NO.</p>	<p>DRAWING NO.</p>	<p>REV.</p>	<p>DATE</p>	<p>DESCRIPTION</p>	<p>ADD</p>	<p>AMD</p>	<p>CCR</p>
<p>BY</p>	<p>ENG</p>	<p>CHK</p>	<p>APP</p>	<p>APP</p>	<p>APP</p>	<p>APP</p>	<p>APP</p>

Exhibit B

Town and Country Boulevard Improvements

I. JOINT REFERRAL COMMITTEE APPLICATION

DESCRIPTION OF WORK TASKS	Sr. PROJ MGR	PROJ MGR	PROJECT ENGINEER	GRAD ENGINEER	CADD TECH	ADMIN ASSNT	TOTAL HOURS	LABOR COSTS
A. Joint Referral Committee Approval Services								
1 Joint Referral Committee Application package/Justification/ Drawings/Maps/ Photos for both City & proposed exchange property	0	6	12	24	0	2	44	\$ 5,900.00
2 Coordination with JRC/City/Stakeholders	0	16	12	8	0	2	38	\$ 5,730.00
3 Coordination, furnishing exhibits and obtaining Letters of No Objections from CenterPoint and AT&T	0	4	8	16	0	2	30	\$ 3,990.00
4 Design of the fence and sign for the vacant lot (Credit)								\$ (6,275.00)
Total	0	26	32	48	0	6	112	\$ 9,345.00
TOTAL HOURS	0	26	32	48	0	6	112	
Contract Labor Rate	\$225.00	\$175.00	\$150.00	\$120.00	\$90.00	\$85.00		
TOTAL LABOR COSTS BASIC ENGINEERING SERVICES	\$0.00	\$4,550.00	\$4,800.00	\$5,760.00	\$0.00	\$510.00		\$ 9,345.00

II. SUBCONTRACTED SERVICES AND REIMBURSABLES

SUBCONTRACTED ENGINEERING SERVICES	COST	MARK-UP	TOTAL
1 Prepare Survey plats and Meets & Bounds	\$ 7,890.00	8%	\$ 8,521.20
2		8%	\$ -
TOTAL OTHER ENGINEERING SERVICES			\$ 8,521.20

Joint Referral Application	
GRAND TOTAL	\$ 22,166.20

REIMBURSABLE EXPENSES	QUANTITY	UNIT	COST	TOTAL
1 City of Houston Mandatory Property Appiasal	1	LS	\$ 3,500.00	\$ 3,500.00
2 City of Houston Non - Refundable Desposit per parcel	2	LS	\$ 300.00	\$ 600.00
3 Printing and Reproduction, Mileage, Deliveries	1	LS	\$ 200.00	\$ 200.00
TOTAL REIMBURSABLE EXPENSES				\$ 4,300.00

July 14, 2014

Muhammad M. Ali, PE
Associate, Project Manager
Lockwood, Andrews & Newnam, Inc.
2925 Briarpark Drive, Suite 400
Houston, TX 77042

RE: Boundary Surveying in the Town and Country Area

Dear Mr. Ali

Kuo & Associates, Inc. is pleased to submit this proposal to perform boundary surveying services for the above referenced project for preparing survey plats and metes and bound descriptions for **two parcels** as shown within the cloud in the attached **Exhibit**. The scope of work and fee will be as follows:

SCOPE OF WORK

Survey will comply with Category 1A, Condition 2 survey of the latest TSPS Manual and City of Houston survey requirements as applicable/feasible. Horizontal and vertical controls will be established and tied to the Texas State Plane Coordinate System, South Central Zone NAD 83 (CORS 96) and datum NAVD 88. In conformance, the scope of work will include the following:

- Surveying the parcel area as necessary to reflect latest condition
- Searching and surveying monuments for property boundary
- Abstracting and deed research
- Preparing boundary plat
- Preparing metes and bound description for the parcel
- Map check closure for the parcel
- Setting the parcel on the ground as appropriate

The deliverables will be signed and sealed boundary plat in mylar, field notes and supporting last deed of record for each parcel.

It is assumed your office will be providing right-of-entry as needed to work within the areas of private properties.

FEE & SCHEDULE:

The total fee is estimated as a total lump sum amount of **\$7,890.00** based on \$3,945.00 per parcel. The details of level of efforts are attached.

We can complete the work within 45 calendar days upon receiving your notice to proceed and as well obtaining right of entry to the private properties (if required).

Sincerely,



Shaheen Chowdhury, P.E., R.P.L.S.

Typical Level of Efforts for One Parcel							
ITEM	Principal \$180.00	RPLS \$125.00	SIT \$90.00	CADD \$70.00	Survey Crew \$134.00	Hrs	Cost
Establish/recovery of survey controls					3	3	\$402.00
Field survey work					5	5	\$670.00
Abstracting							\$350.00
Deed research		2	4				\$610.00
Boundary plat		1	2	8		11	\$865.00
Boundary metes and bounds		1	2			3	\$305.00
Boundary set in the ground			1		3	4	\$492.00
QC/QA		2				2	\$250.00
Proj. Management						0	\$0.00
Total Cost							\$3,944.00

say 3,945.00

**TEMPORARY RIGHT OF ENTRY AND CONSTRUCTION AGREEMENT
BETWEEN
MEMORIAL CITY REDEVELOPMENT AUTHORITY
AND
BR T&C BLVD., L.L.C.**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Temporary Right of Entry and Construction Agreement (this “**Agreement**”) is made and entered into as of the 29th day of July, 2014 (“**Effective Date**”), by and between Memorial City Redevelopment Authority (the “**Authority**”), a not for profit local government corporation organized and existing under the laws of the State of Texas, and BR T&C BLVD., L.L.C. (“**BR T&C**”), a Delaware limited liability company. The terms Authority and BR T&C individually shall be referred to herein as “**Party**” and collectively as “**Parties.**”

RECITALS

WHEREAS, the Authority owns certain property in Harris County, Texas, as depicted on **Exhibit A** (“**Property**”); and

WHEREAS, BR T&C has agreed to install a temporary construction fence and a sign (“**Improvements**”) over and on the Property; and

WHEREAS, subject to the terms and conditions set forth herein, the Authority has agreed to grant BR T&C access to the Property and the right to construct the Improvements on the Property.

NOW THEREFORE, for the mutual covenants set forth herein and other good and valuable consideration, the Parties agree as follows:

AGREEMENT

Section 1. Temporary License Agreement. In consideration of BR T&C’s satisfactory performance of its obligations to construct the Improvements, the Authority hereby grants BR T&C and any of BR T&C’s agents and contractors the right to enter the Property during the Term for BR T&C to perform its obligations to construct and access the Improvements as described in this Agreement.

Section 2. Design and Construction. In consideration of the Authority's grant of a license for BR T&C to enter the Property, BR T&C, at its sole cost and expense, will cause the Improvements to be designed, constructed, and installed as described in this Agreement. BR T&C shall provide the Authority's representative with detailed construction drawings prior to installation of the Improvements. Upon approval by the Authority's representative of the construction drawings, BR T&C may cause its contractor to commence with installation of the Improvements. The Authority hereby names its Executive Director as its authorized representative for purposes of this provision.

Among other provisions protecting the Authority, the construction contract for the Improvements, if any, will require the contractor to construct the Improvements free of defects, to obtain payment and performance bonds for the value of the contract, to add the Authority as an additional insured on property and liability insurance policies, to create no liens to be placed upon the Property, and to indemnify the Authority against damages for property loss and injury to persons. BR T&C will cause its contractors to construct and install the Improvements in accordance with all governmental requirements and in accordance with the contract between BR T&C and the contractor. BR T&C shall obtain lien waivers from its contractor and subcontractors and not permit any liens to be filed upon the Property. At the conclusion of construction, BR T&C will require the contractor to leave the Property in a neat and clean condition free of all debris and construction materials.

Section 3. Ownership, Maintenance and Removal of Improvements. Upon completion of construction of the Improvements, BR T&C will own, operate and maintain the Improvements at its sole cost and expense. The Authority shall not be responsible for any repairs or damage to the Improvements caused by a person over whom the Authority does not have control nor shall the Authority be responsible for or have any liability for any security of the Property or the Improvements. Prior to the expiration of the Term, BR T&C shall remove all of the Improvements and any and all equipment and other items of BR T&C's personal property from the Property, stabilize all areas of the Property that have been disturbed, and restore the Property to its prior condition.

Section 4. Notice. All notices shall be in writing and given by certified mail with return receipt requested, with receipt as of the date of the signed receipt; by hand deliver, with receipt as of the date and time received; and by facsimile or other electronic means, with receipt acknowledged. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, unless changed in writing prior to such notice, the addresses of the Parties shall be as shown on the signature page of this Agreement with copies to those indicated below the signatures. The Parties shall have the right to change their respective addresses and each shall have the right to specify their respective new addresses by at

least fifteen (15) days written notice to the other Party in the same manner as for notice set forth in this Section 4.

Section 5. BR T&C's Insurance Obligations. Without any cost of liability to the Authority, BR T&C will cause all contractors, subcontractors, and other representatives of BR T&C entering the Property under this Agreement to acquire and maintain insurance of the following types and minimum limits:

- A. Commercial General Liability Insurance with limits not less than:
 - a. Each occurrence - \$500,000
 - b. General aggregate - \$1,000,000
 - c. Products-Completed Operations Aggregate - \$1,000,000
 - d. Personal & Advertising Injury - \$1,000,000
- B. Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 (combined)
- C. Excess Liability: \$1,000,000/\$1,000,000
- D. Worker's Compensation insurance, including employers' liability insurance, with limits not less than \$1,000,000 each accident, occurrence or disease.
- E. Builder's Risk/All Risk, issued on a completed value basis on all insurable work included under the contract, including completed work and work in progress to the full insurable value of the entire work for the construction of the Improvements.

All contractor insurance will remain in effect until one (1) year after final completion under the construction contract except for insurance on defects of construction, which shall remain in effect for the limitations period set forth in the Texas Civil Practices and Remedies Code. Insurance companies shall be legally licensed and admitted through the Texas Department of Insurance to engage in the business of furnishing insurance in the State of Texas. All insurance companies shall have an "A-VIII" in Bests Rating Guide and shall be satisfactory to the Authority. All required insurance, except for Workers' Compensation insurance, must add the Authority as an additional insured by endorsement. BR T&C will further cause its contractors to cause all required insurance policies, if necessary by endorsement, to waive any rights of subrogation against the Authority. Certificates of insurance and copies of endorsements shall be furnished to the Authority promptly upon request.

Section 6. No Third Party Benefit. Except as specifically provided herein, this Agreement is for the sole and exclusive benefit of BR T&C and the Authority and shall not be construed to confer any benefit or right upon any customers, residents, or members of the BR T&C and the Authority, or on any other Party, including in the nature of third party beneficiaries.

Section 8. Assignment. This Agreement is not assignable by any Party hereto except with the prior written consent of the other Party.

Section 9. Modification. Except as provided in this Agreement, this Agreement may not be changed or modified except with the written mutual consent of the Parties hereto.

Section 10. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the subject matter hereof and supersedes all prior negotiations and agreements, whether verbal or written. There have been and are no agreements, covenants, representations, or warranties between the Parties other than those expressly stated or provided for herein.

Section 11. Term. This Agreement shall commence with the Effective Date and terminate upon the commencement of construction of the Authority's improvements to the Property, notice of which will be provided by the Authority at least 30 calendar days in advance. Notwithstanding the foregoing, either party may terminate this Agreement without cause by giving 7 days prior written notice. The time period between the Effective Date and the expiration date shall be referred to herein as "**Term.**"

Section 12. No Waiver Implied. The failure of either Party hereto to insist, in any one or more instances, upon performance of any terms, covenants or conditions of this Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by the other Party hereto, but the obligation of such other Party with respect to such future performance shall continue in full force and effect.

Section 13. No Waiver of Immunity. Nothing contained herein shall operate to or be deemed as having waived any immunities to which the Authority is entitled under law.

Section 14. Incorporation. The recitals are incorporated into the Agreement for all purposes. Exhibit A, attached hereto, is incorporated into the Agreement for all purposes.

Section 15. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, without regard to its conflict of law provisions. The Parties consent to the jurisdiction and venue of the state courts of Harris County, Texas, or the federal courts of the Southern District of Texas, Houston Division, for any action under this Agreement.

Section 16. Counterparts. This Agreement may be executed in any number of identical counterparts each of which shall be deemed an original and all of which will constitute one agreement.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**MEMORIAL CITY REDEVELOPMENT
AUTHORITY**

Chair, Board of Directors

Memorial City Redevelopment Authority
8955 Katy Freeway, Suite 215
Houston, TX 77024

with a copy to:

Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

BR T&C BLVD., L.L.C.,
a Delaware limited liability company

By: HCH 106 Town and Country, L.P,
a Delaware limited partnership,
its manager

By: Maple Multi-Family Development,
L.L.C.,
a Texas limited liability company
its general partner

By: _____
Sean D. Rae
Vice President

Trammell Crow Residential
820 Gessner, Suite 760
Houston, TX 77024

Exhibit A
The Property

FLOODPLAIN INFORMATION:

THE FLOODPLAIN INFORMATION IS BASED ON THE FLOODPLAIN MAPS... THE FLOODPLAIN MAPS... THE FLOODPLAIN MAPS...

BENCHMARK NOTE:

BENCHMARK NO. 1: TEMP 84, NO. 71038, ELEVATION 76.07' (NAVD 88, 2001 ADJUSTMENT) LOCATED 0.1 MILES FROM THE INTERSECTION OF INTERSTATE HIGHWAY 10 &...

LEGAL DESCRIPTION:

BEING A SUBDIVISION OF 2.110 ACRES (0.014 SQ. FT.) OUT OF THE GEORGE BELLOWS SURVEY, ABSTRACT NO. 3, H.C.C.F. NO. 2013022814...

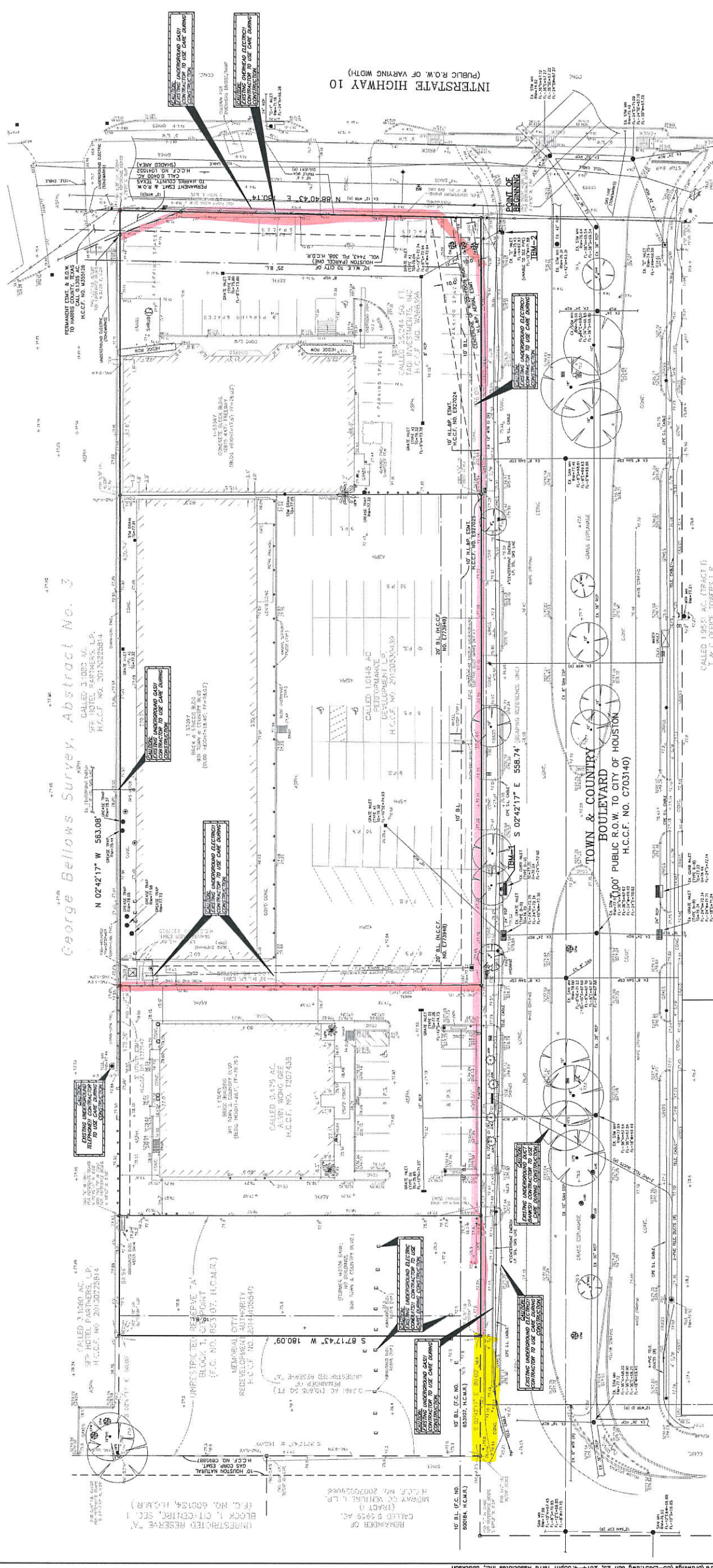


Table with 3 columns: REVISION, DESCRIPTION, DATE. Includes project title 'ALEXAN CITYCENTRE 905 TOWN & COUNTRY BLVD. EXISTING SITE CONDITIONS' and drawing details like 'DRAWN BY: DMB', 'DATE: JUNE 2014', and 'PROJECT NO: 1540-1003'.

Table with 3 columns: SYMBOL, DESCRIPTION, RECORD SIZE. Lists various symbols for utility lines like 'ELECTRIC BOX OR HANDHOLE', 'WOOD FENCE', 'WATER MAIN', etc.

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BUILDING TOGETHER FOR THE FUTURE

Fire Station 84

\$6,607,000.00

City of Houston

Information: 311

MAYOR ANNISE D. PARKER

RONALD C. GREEN CONTROLLER

CITY COUNCIL

HELENA BROWN
JERRY DAVIS
ELLEN COHEN
WANDA ADAMS
DAVE MARTIN
AL HOANG
OLIVER PENNINGTON
ED GONZALEZ

JAMES G. RODRIGUEZ
MIKE LASTER
LARRY GREEN
STEPHEN C. COSTELLO
ANDREW C. BURKS, JR.
MELISSA NORIEGA
C.O. "BRAD" BRADFORD
JACK CHRISTIE

Funded By Greenspoint Redevelopment Authority; TIRZ Number Eleven

SFP HOTEL INVESTORS, L.P.
CITYCENTRE ONE
800 Town & Country Boulevard, Suite 200
Houston, Texas 77024

July 29, 2014

Memorial City Redevelopment Authority
2001 Kirby Drive, Suite 514
Houston, Texas 77019
Attn: Ann Givens

T&C Way Partners, LLC
CITYCENTRE ONE
800 Town & Country Boulevard, Suite 200
Houston, Texas 77024
Attn: Pam Jesse

RE: Development Agreement by and between Memorial City Redevelopment Authority (“MCRA”) and T&C Way Partners, LLC (“T&C Way Partners”) dated March 14, 2014 (as amended, the “Development Agreement”)

Exchange Agreement by and among MCRA, SFP Hotel Partners, L.P. (“SFP Partners”) and SFP Hotel Investors, L.P. (“SFP Investors”) dated June 13, 2014 (as amended, the “Exchange Agreement”)

Ladies and Gentlemen:

This letter establishes our mutual understanding and agreement with regard to certain provisions and obligations of the undersigned pursuant to the Development Agreement and the Exchange Agreement, as applicable.

For and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MCRA, SFP Investors and T&C Way Partners each hereby agree as follows:

1. Background. On June 30, 2014, SFP Investors acquired from MCRA that certain parcel of real property in Harris County, Texas referred to as “Tract C” in the Exchange Agreement (the “Property”). On even date herewith, SFP Investors sold the Property to BR T&C Blvd., LLC. Pursuant to Section 9.c. of the Exchange Agreement, upon the sale of the Property to a third party, SFP Investors is obligated to disburse the net sales proceeds of the sale of the Property (the “Net Sales Proceeds”) as follows: (i) to reimburse T&C Way Partners for its legal fees and expenses related to the acquisition of the Property by the Authority, including that certain loan facility made to T&C Way Partners by Amegy Bank, National Association, and the Development Agreement; (ii) to reimburse SFP Partners for its legal fees and expenses related to

the negotiation and execution of the Exchange Agreement and the consummation of the transactions described therein; (iii) to retain an amount equal to the sum of (A) its legal fees and expenses related to the negotiation and execution of the Exchange Agreement and the consummation of the transactions described therein, and (B) fifty percent (50%) of the gross Net Sales Proceeds (i.e. the aggregate Net Sales Proceeds before the legal fee reimbursement described above); and (iv) to disburse the remaining amount of the Net Sales Proceeds to the Authority, which will use such funds to pay T&C Way Partners as a prepayment of the Authority's reimbursement obligations under the Development Agreement.

2. Disbursements. The aggregate amount of the Net Sales Proceeds is \$1,587,353.59. On even date herewith, SFP Investors has made the following disbursements of the Net Sale Proceeds:

(a) \$30,583.42 to T&C Way Partners for its legal fees and expenses related to the acquisition of the Property by the Authority;

(b) \$20,943.57 to SFP Partners for its legal fees and expenses related to the negotiation and execution of the Exchange Agreement and the consummation of the transactions described therein;

(c) \$722,799.65 to T&C Way Partners, which amount is disbursed to T&C Way Partners on behalf of MCRA and which T&C Way Partners represents the partial satisfaction of the amounts owed to T&C Way Partners by MCRA pursuant to the Development Agreement.

SFP Investors has retained the remaining Net Sales Proceeds in the amount of \$813,026.95, which represents the sum of (A) its legal fees and expenses related to the negotiation and execution of the Exchange Agreement and the consummation of the transactions described therein, and (B) fifty percent (50%) of the gross Net Sales Proceeds.

3. Amendment. The terms of this letter can only be modified in a written agreement signed by the undersigned.

4. Document Execution. This letter may be executed in multiple originals and/or counterparts, each of which shall be deemed an original document, and all of which together shall constitute one and the same instrument. Telecopy signatures, electronic signatures, and copies thereof (whether delivered by facsimile, email, or otherwise) shall be considered original signatures for all purposes, including, without limitation, the execution and enforcement of this letter and any amendment hereto.

5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES THEREOF)

APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE.

If this letter accurately sets forth our agreement and understanding with respect to the matters set forth herein, please evidence your agreement by signing this letter in the space provided below and return the signed original to the undersigned. We look forward to a successful venture together.

Sincerely,

SFP HOTEL INVESTOS, L.P.

By: SFP Hotel, Inc.,
its general partner

By: _____
Pam Jesse, Vice President

Acknowledged and agreed as of the date set forth above:

MEMORIAL CITY REDEVELOPMENT AUTHORITY

By: _____
Name: _____
Title: _____

T&C WAY PARTNERS, LLC

By: _____
Pam Jesse, Vice President



Memorial City Redevelopment Authority
8955 Katy Freeway, Suite 215
Houston, Texas 77024
713-829-5720

EXECUTIVE DIRECTOR'S REPORT
July 2014

TIRZ 17 Fact Summary. 1) The construction of T-1731A, Briar Branch Detention Basin was recently completed in May. 2) The final phase of construction on T-1715A, Barryknoll East project is in full swing and anticipate substantial completion next month. 3) The design phase of T-1709 Lumpkin Road Improvements is now complete and anticipate starting the construction phase in September. 4) The Preliminary Engineering Report (PER) and Technical Review Committee (TRC) were recently completed on the T-1717 Town & Country West Drainage and Mobility project and anticipate starting the detailed design phase at the end of this month. 5) The detailed design phase of the T-1734 W140 Channel Improvements is in full progress. 6) The negotiations for the developer agreement to revitalize the Conrad Sauer Detention Basin are in progress and anticipate a fully executed document to begin work soon. These six projects represent approximately \$ 75 million in capital improvements to the community and provide over 100 acre feet of new detention capacity to the system.

T-1709, Improvements to Lumpkin Road. The project is on target per the attached schedule.

T-1715A, Barryknoll East Drainage Improvements. The project completion dated has been revised from 07/18/2014 to 08/30/2014 per the attached schedule. The primary reasons for the 43 day increase are due to delays associated with inclement weather and unforeseen conditions. Please see the attached report from engineering consulting firm LAN.

T-1717, Town & Country West Drainage and Mobility. The project completion dated has been revised from 12/31/2015 to 02/29/2016 per the attached schedule. The primary reasons for the 60 day increase are due to the time frames associated with the Joint Referral Committee process and the extra days required to receive Board approval on the Amendment to Phase II Detailed Design to begin work.

T-1722, Queensbury Signalization. This project is on hold. There was a meeting on June 26, with Public Works and Engineering (PWE) and executives from Moody Rambin and Gunda Corp at 611 Walker in the 25th floor conference room. At the meeting, a representative from Moody Rambin presented a proposed design of the Queensbury intersection for PWE consideration. After review, PWE indicated that there were no objections to the concept. It was made clear at the meeting that Gunda had halted their design efforts per TIRZ instructions and that Moody Rambin would move the project forward at their own risk. Moody Rambin was asked to develop a plan and budget to present to the TIRZ Board for consideration. It is Moody Rambin's desire to enter into a Developer Agreement with the TIRZ to fund the project. We anticipate to receive Moody Rambin's plan in the next few weeks.

T-1734, W140 Channel Improvements. The project is on target per the attached schedule. Please see attached report from engineering consulting firm Klotz and Associates.

TIRZ 17 Website Update. The new TIRZ 17 website is up and running. We now have the capabilities to make changes to the website in-house.

Community Outreach Update. On June 10th attended Spring Branch Super Neighborhood (SBSN) meeting. Talked with SBSN President Ed Browne, TIRZ 17 Chair Ann Givens, and members of the local community. On June 23rd attended Memorial Super Neighborhood meeting and provided a special presentation to their board of directors and public about “TIRZ Area Development” and then answered questions. Talked with District G Council Member Oliver Pennington, and TIRZ 17 Chair Ann Givens, and members of the local community. On July 7th attended the Fonn Villas Civic Association meeting and provided a special presentation to their board of directors and public about “What is a TIRZ” and then answered questions. Said hello to David Tresch and members of the local community. On July 10th attended Spring Branch Super Neighborhood meeting. Talked with Margarita Dunlap from METRO, said hello to SBSN President Ed Browne, and representatives from District A and At-Large 1 offices, and members of the local community. On July 15th attended the Northwest Division PIP meeting. Talked with District A Council Member Brenda Stardig and Chief of Staff Amy Peck. Said hello to Ben Gillis and Officer Chris Engelhardt, and Spring Branch District Board Member Victor Alvarez, and members of the local community. On July 16th attended the Memorial Management District Board of Directors meeting and provided a special presentation to their Full Board. James Vick with SWA Group provided a brief presentation regarding “Street Scape Standards” and Muhammad Ali with LAN provided a brief presentation regarding the “Town & Country Roundabout.” Talked with Chair Ben Gillis, and Executive Director Pat Walters, and said hello to members of the Board. On July 22nd, attended the West Houston Mobility Plan meeting. Talked with the Management District Executive Director Pat Walters, James Vick with SWA Group, and said hello to Planning Commission Member Truman Edminster, and West Houston Association President Perri D’Armond, and members of the community.

CIP IN PROGRESS SCHEDULE - JULY 2014
TIRZ 17 Redevelopment Authority

ID	Task Name	Finish	2014	2015	2016
1	T-1709, Lumpkin Road Improvements	Mon 9/28/15	H1	H1	H1
2	Detailed Design	Fri 7/18/14			
3	ROW Acquisition	Fri 8/22/14			
4	Board Approval of Solicit for Bid	Tue 7/29/14			
5	Approvals / Bidding	Tue 8/26/14			
6	Board Awards Construction Contract	Tue 8/26/14			
7	Construction	Mon 9/28/15			
8	Complete	Mon 9/28/15			
9	T-1715A, Barryknoll East	Sat 8/30/14			
10	Phase II Construction	Sat 8/30/14			
11	Complete	Sat 8/30/14			
12	T-1717, Town & Country West	Mon 2/29/16			
13	Board Approval of Phase II Amendment	Tue 7/29/14			
14	Detailed Design	Fri 4/17/15			
15	Construction	Mon 2/29/16			
16	Complete	Mon 2/29/16			
17	T-1734, W140 Channel Improvements	Tue 3/15/16			
18	Detailed Design	Mon 9/15/14			
19	Approvals / Bidding	Mon 12/15/14			
20	Construction	Tue 3/15/16			
21	Complete	Tue 3/15/16			

Barryknoll East

Drainage and Roadway and Reconstruction Project
WBS No. T-170015-0001-3

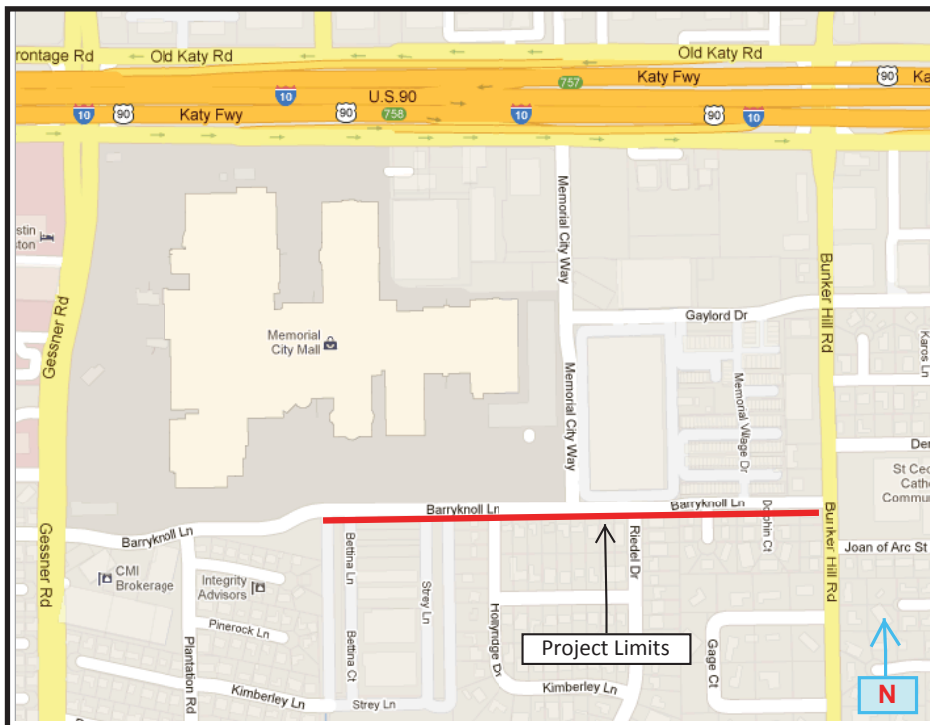
TIRZ 17

REDEVELOPMENT
AUTHORITY



Project Location

The project is located along Barryknoll Lane between Gessner Road and Bunker Hill Road running along the south side of the Memorial City Mall. The final design and construction of the project was split into two phases. The first phase that is currently under construction is between Bunker Hill Road and the Harris County Flood Control Channel W-151-00-00 (At the entrance to the Memorial City Mall west of Bettina Court).



Not to scale

Project Purpose

The purpose of the Project is to improve local and regional drainage with the installation of additional storm sewer (2 ~ 8'x6' reinforced concrete boxes) which will result in increased conveyance and an additional flood storage of over 4.5 ac-ft.

Project Description

The overall construction will consist of removal and replacement of storm sewer facilities, water lines, sanitary sewer, concrete pavement, and sidewalks throughout the project limits. The traffic signal at Memorial City Way will also be upgraded to meet current City of Houston Standards.

Status Report

Current Traffic Control

- 8'x6' storm sewer boxes have been installed to Dolphin Ct.
- New concrete pavement has been completed from Memorial City Way to Barracuda Ln.
- Completed last water line crossing and connection

- Beginning of project to Memorial City Way: All 4 lanes open for two-way traffic
- Memorial City Way to Bunker Hill Road: Only 1 lane open for one-way traffic to east.

Construction Schedule

Construction Phases	Schedule Completion	Payment Estimates	
Phase I - South Side from W151 Channel to Bunker Hill - Installation of north & south water lines and sanitary sewer. - Replacement of concrete pavement, driveways, and sidewalk on south side.	July 2013	Original contract amount	\$5,874,319.99
Phase II - North Side from W151 Channel to Memorial City Way Intersection - Build storm reinforced concrete box, concrete pavement, sidewalk, and traffic signal at Memorial City Way.	October 2013	Change order amount to date	(-\$31,112.21)
Phase III - North Side from Memorial City Way to Bunker Hill - Install remaining storm reinforced concrete box, concrete pavement, driveways, and sidewalk on north side.	July 2014	Current contract amount	\$5,843,207.78
		Previous payments	\$3,649,674.66
		Current payment due	\$556,261.57

* For more information please refer to TIRZ 17 website



New paving and driveways near Riedel Dr.



8' x 6' storm sewer box being lowered



Removed section of existing 54" storm sewer pipe



Setting new 8' x 6' storm sewer boxes in the background and excavating for boxes in the foreground near Dolphin Ct

Construction Time:

- Contract time is 365 calendar days.
- Notice to Proceed date – March 18, 2013
- Contract completion date – July 9, 2014

Contact Information:

Construction Manager (CM):
Lockwood, Andrews, and Newnam, Inc. (LAN)
2925 Briarpark Dr., Suite 400
Houston, TX 77042

Contractor:
Texas Sterling Construction Co.
20810 Fernbush
Houston, TX 77073



Briar Branch Drainage Improvements

(W140-01-00)

TIRZ 17 CIP No. T-1734

Monthly Status Report
July 2014

Project Description

Engineering design services for the drainage and channel improvements and utility relocations along Briar Branch (HCFCD Unit W140-01-00) from the east side of Gessner Road, east to Oak Tree Drive and the east side of the TIRZ 17 Briar Branch Stormwater Detention Basin. The proposed project is identified in the TIRZ 17 five-year Capital Improvement Plan as TIRZ 17 CIP No. T-1734. The proposed improvements are based on the recommendations of the PER (LAN – Sept. 2013). The PER estimate of construction cost was approx. \$13M.




TIRZ 17 Mission Statement

The mission of the Tax Increment Reinvestment Zone #17 (TIRZ 17) is to enhance the redevelopment and economic growth within the TIRZ by targeting projects to improve drainage, mobility and quality of life.

Project Location

The improvements to Briar Branch are proposed to start east of Gessner Road and continue to the Briar Branch Detention Pond east of Bunker Hill Road.

klotz  associates

1160 Dairy Ashford, Suite 500
Houston, Texas 77079
T 281.589.7257 F 281.589.7309
houston.office@klotz.com

Status Report

- Base maps and plan and profile drawings were further refined from the survey and record drawings provided, as well as additional survey obtained previously.
- The design plan and profiles continue to be developed using the previous draft plans and information obtained through the model and capacity calculations. Additional refinements were made to maximize storage and conveyance within the available ROW.
- Drainage design development continued with refinement of the XP-SWMM model.
- Review and analysis continued on the project draft Drainage Impact Report and project documentation.
- SWPPP report and drawings, existing typical, traffic control and detail sheets for the entire plan set were refined further.
- Utility conflict/crossing location sheets based on previously obtained and new topographic survey were adjusted based on the proposed design.



PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is entered into on _____, 2014, by and between HOME DEPOT U.S.A., INC., a Delaware corporation ("Seller"), and MEMORIAL CITY REDEVELOPMENT AUTHORITY, a political subdivision of the State of Texas ("Purchaser").

Section 1. Property; Purchase Price; Earnest Money; Independent Consideration.

(a) **Property.** Subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, that certain real property located in Harris County, Texas, containing approximately 0.0648 acre and more particularly described on **Exhibit A** attached hereto and made a part hereof for all purposes (the "Land"), together with all right, title and interest of Seller in and to the rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in anywise pertaining thereto (together with the Land, collectively, the "Property").

(b) **Purchase Price.** The purchase price (the "Purchase Price") to be paid by Purchaser to Seller for the Property shall be an amount equal to One Hundred Twelve Nine-Hundred and Twenty and No/100 Dollars (\$112,920.00). The Purchase Price shall be payable at Closing (hereinafter defined) in the form of immediately available funds, less the amount of the Earnest Money (hereinafter defined), which shall be applied to the Purchase Price.

(c) **Earnest Money.** Within three (3) business days after the Effective Date (hereinafter defined) of this Agreement, Purchaser shall deposit the amount of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) (the "Earnest Money") with Stewart Title Company, 1980 Post Oak Boulevard, Suite 500, Houston, Texas 77056, Attention: David Draper (the "Title Company"). The Earnest Money shall be in the form of a certified or cashier's check or a wire transfer to the Title Company of immediately available funds. The Earnest Money shall be held by the Title Company as escrow agent and shall be disbursed by the Title Company in accordance with the terms and provisions of this Agreement.

(d) **Independent Consideration.** If Purchaser elects to terminate this Agreement for any reason and is entitled to receive a return of the Earnest

Money pursuant to the terms of this Agreement, the Title Company shall first disburse to Seller the amount of One Hundred and No/100 Dollars (\$100.00) as independent consideration for Seller's performance under this Agreement (the "Independent Consideration"), which Independent consideration shall be retained by Seller in all instances.

Section 2. **Title and Survey.**

(a) **Title Commitment.** On or before fifteen (15) days after the Effective Date, Purchaser, at Purchaser's expense, shall cause the Title Company to prepare and deliver to Purchaser and Seller a current commitment for an owner's title insurance policy (the "Title Commitment") covering the Property on a standard Texas form commitment showing Purchaser as the proposed insured, together with legible and correct copies of all documents referred to in the Title Commitment as exceptions to title to the Property (collectively, the "Exception Documents").

(b) **Survey.** Purchaser has provided to Seller a survey of the Property (the "Survey"), a copy of which is attached hereto as **Exhibit B**. Seller acknowledges receipt of the Survey.

(c) **Title and Survey Review.** No later than ten (10) business days after Purchaser receives all of the Title Commitment and the Exception Documents, (the "Title Review Period"), Purchaser shall notify Seller in writing (the "Title Objection Notice") of any objections to the Title Commitment and the Survey. If Purchaser fails to deliver the Title Objection Notice prior to the expiration of the Title Review Period, Purchaser shall be deemed to have accepted the Title Commitment and Survey. Seller may, but shall have no obligation (except as set forth below) to, cure Purchaser's objections on or before the end of the Inspection Period (hereinafter defined). If Seller fails to cure any objection, Purchaser may, at its option, either (i) terminate this Agreement, in which event the Title Company shall return the Earnest Money to Purchaser (except for the Independent Consideration, which shall be delivered to Seller), and neither party shall have any further rights or obligations hereunder, except as expressly stated to survive the Closing, or (ii) elect to waive such objection and proceed to close the acquisition of the Property in accordance with the terms of this Agreement. All matters reflected in the Title Commitment and the Survey to which

Purchaser does not object or which are waived by Purchaser pursuant to (ii) above shall be permitted title exceptions (collectively, the "Permitted Exceptions"). Notwithstanding the foregoing, (x) the exceptions as to "rights of parties in possession" shall not be considered a Permitted Exception, and (y) no mortgage, deed of trust, lien, judgment or other claim that may be discharged by the payment of a liquidated sum of money shall be considered a Permitted Exception, and Seller shall cause the same to be released of record at or before Closing (hereinafter defined).

Section 3. **Inspections; Inspection Period.**

(a) **Inspections.**

(i) Commencing on the Effective Date and continuing until the Closing or earlier termination of this Agreement, Purchaser and Purchaser's representatives, subject to the terms hereof, shall have the continuing right to enter onto the Property at any time to conduct all tests or inspections Purchaser determines are relevant to its decision to acquire the Property, including, without limitation, appraisals of the Property, inspections, tests, surveys, geotechnical reviews, soil tests, environmental studies, wildlife and/or habitat studies, transmission and interconnection studies, archeological assessments, title examinations, site engineering, and such other activities as Purchaser deems necessary or appropriate for determining whether the Property is suitable for Purchaser's purposes; provided, however, that Purchaser shall not perform a so-called "Phase II" environmental site assessment of the Property or any other sampling, boring, drilling, or other physically intrusive testing on the Property without the prior written consent of Seller, which consent shall not be unreasonably withheld.

(ii) In addition to the tests and inspections Purchaser conducts on the Property, Purchaser and Purchaser's representatives shall have the continuing right to enter onto the property located adjacent to the Property where Seller's detention pond is located (as shown on **Exhibit C** attached hereto) (the "Detention Site") to survey Seller's detention facilities located on the Detention Site in order to develop Purchaser's

plans for the Property to insure there is no reduction in detention capacity in Seller's detention pond.

(iii) Seller grants to Purchaser, and its agents and contractors, rights of ingress and egress over and across the Property and the Detention Site for the purposes set forth above; provided, however, that, in connection with any such access on the Property and the Detention Site, (A) Purchaser shall use reasonable efforts to minimize any interference with Seller's business or other activities at the Property, the Detention Site, and the adjacent property owned by Seller, and (B) Purchaser will cause its agents and contractors to coordinate such access with Seller. At Seller's election, a representative of Seller may be present during any entry by Purchaser or its representatives upon the Property and the Detention Site for conducting its studies and investigations. Seller will provide Purchaser or its authorized agent a key for any fenced and gated entrances to the Detention Site. Seller shall cooperate with Purchaser in all reasonable respects in making such inspections, including, without limitation, no later than five (5) days after Purchaser's written request, providing to Purchaser any information in Seller's possession relating to the Property and authorizing third parties in possession of such information to release same to Purchaser; provided, however, in determining the suitability of the Property for Purchaser's purposes, Purchaser will rely solely upon Purchaser's investigations of the Property and not upon any information provided by or on behalf of Seller or its agents, consultants, or employees with respect thereto. In addition to the foregoing, Seller shall cooperate with Purchaser at no cost to Seller to the extent necessary to obtain any governmental permits or approvals in connection with any inspections, testing, or studies Purchaser desires to undertake pursuant to this Section (subject to Seller's approval rights as set forth above). Purchaser shall conduct its activities permitted herein in compliance with all applicable laws, regulations and policies of any applicable governing authority. Purchaser shall not permit any mechanic's liens, materialmen's liens, or other liens to be filed against the Property, the Detention Site, or Seller's adjacent property as a result of Purchaser's activities at the Property and the Detention Site, and if any such liens are filed, Purchaser shall cause

same to be dismissed by payment, bonding, or otherwise, not later than thirty (30) days after Purchaser is made aware of same.

(b) **Inspection Period.** Purchaser shall have a period (the "Inspection Period") commencing on the Effective Date and extending for a period ending at 5:00 p.m. on the date that is 15 days thereafter, to examine the Property and to determine, in Purchaser's sole and absolute judgment and discretion, whether the Property is acceptable to Purchaser. Notwithstanding anything to the contrary in this Agreement, Purchaser may terminate this Agreement for any reason or for no reason at all by giving notice to Seller (the "Due Diligence Termination Notice") on or before the last day of the Inspection Period. If Purchaser timely delivers the Due Diligence Termination Notice, the Earnest Money (less the Independent Consideration, which shall be delivered to Seller) shall be returned to Purchaser, and the parties will have no further rights or obligations hereunder, except as expressly stated to survive the termination of this Agreement. If Purchaser does not timely deliver the Due Diligence Termination Notice, this Agreement shall continue in full force and effect, and Purchaser will be deemed to have waived its right to terminate this Agreement pursuant to this Section 3(b).

Section 4. **Covenants.**

(a) **Covenants of Seller.**

(i) From and after the Effective Date, Seller shall not:

(A) Enter into any lease or other contract or agreement, written or oral, which will be or purports to be binding upon Purchaser or the Property subsequent to the Effective Date;

(B) Sell, assign, convey, grant a security interest in, or otherwise encumber or dispose of, the Property or any part thereof in any manner that will survive Closing;

(C) Perform any grading or excavation, construction or removal of any improvement or make any other change or improvement upon or about the Property;

(D) Impose any easements, covenants, conditions, or restrictions on the Property;

(E) Institute any platting or replatting of the Property; or

(F) Institute any annexation, zoning, dedication, or other governmental action regarding the Property.

(ii) From and after the Effective Date, Seller shall:

(A) Maintain the Property in the same manner as Seller has previously maintained the Property; and

(B) Comply with any and all laws, rules, regulations, ordinances, restrictive covenants, and similar matters applicable to the Property.

(b) **Further Assurances**. In addition to the obligations to be performed at the Closing, Seller and Purchaser each agrees that it will perform such other acts, and execute, acknowledge, and/or deliver such other instruments, documents, and other materials as the other may reasonably request, whether such request is before, at, or after the Closing, in order to achieve the intentions and objectives of this Agreement and effectuate the consummation of the conveyance of the Property to Purchaser as contemplated herein.

Section 5. **Representations**.

(a) **Seller's Representations**. Seller represents and warrants to Purchaser that:

(i) Seller will have at Closing good and indefeasible record title in fee simple to the Property, free and clear of all liens (except liens that will be released at or before Closing), and no other person shall have on the Closing Date any rights in, or to acquire, the Property.

(ii) Except as set forth on **Exhibit D**, there are no claims, litigation, condemnation, administrative actions, or other legal proceedings involving or affecting any part of the Property pending, or, to the best of Seller's knowledge, threatened.

(iii) Seller has the full right, power, and authority to enter into and perform its obligations under this Agreement without the joinder or approval of any other person or entity. Seller is not prohibited from consummating the conveyance of the Property to Purchaser as contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment.

(iv) No portion of the Property is subject to any special assessment constituting a lien thereon, and Seller has not received any notice of any such special assessment that would constitute a lien on the Property.

(v) To Seller's knowledge, the Property is not in violation of any existing, pending, or threatened investigation by any governmental authority or to any remedial obligations under any applicable laws pertaining to health, safety, or the environment (collectively, "Applicable Environmental Laws"). To Seller's knowledge, no hazardous or toxic material regulated by any Applicable Environmental Laws has been disposed of or released on the Property.

(vi) There are no parties other than Seller in possession of or claiming any right to possess any portion of the Property as lessees, tenants, trespassers, or otherwise.

(vii) This Agreement, when executed and delivered by Seller and Purchaser, will constitute the binding agreement of Seller, enforceable against Seller in accordance with its terms.

If any of Seller's representations and warranties set forth in this Section 5 are untrue in any material respect, or at any time at or before Closing there is any material change with respect to the matters represented and warranted by Seller pursuant to this Section 5, then Seller shall give Purchaser prompt written notice thereof, and Purchaser shall have the right to terminate this Agreement by delivering written notice thereof at any time at or before Closing, in which event the Earnest Money (less the Independent Consideration) shall be returned to Purchaser and neither party shall have any further

rights, duties, or obligations hereunder. The representations and warranties contained herein shall not survive the Closing.

Section 6. **Conditions To Closing.** Purchaser shall not be obligated to consummate the purchase of the Property unless each of the following conditions is either fulfilled or waived by Purchaser, at Purchaser's sole election, in writing:

(a) **Representations.** All representations and warranties made by Seller hereunder as of the Effective Date shall be true and accurate in all material respects as of the Closing Date.

(b) **Covenants.** All covenants and obligations to be performed by Seller hereunder prior to the Closing Date shall have been satisfactorily performed by the Closing Date.

(c) **No Claims.** No actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings shall be pending or threatened against Seller that would materially and adversely affect Seller's ability to perform its obligations under this Agreement.

If any of the conditions above are not satisfied or waived in writing by Purchaser prior to the Closing Date, Purchaser may terminate this Agreement by giving written notice to Seller on or before the Closing Date, in which event the Earnest Money (less the Independent Consideration, which shall be delivered to Seller) shall be returned to Purchaser, this Agreement shall terminate, and the parties hereto shall have no further rights or obligations hereunder, except as expressly stated to survive the Closing.

Section 7. **Closing**

(a) **Date and Place of Closing.** The closing of the transaction described in this Agreement (the "Closing") shall take place at 10:00 a.m., Houston, Texas, time on the date that is fifteen (15) days after the expiration of the Inspection Period, in the offices of the Title Company, or on such other date and time as mutually agreed by the parties (the "Closing Date"). Notwithstanding the foregoing, the parties agree that the Closing may occur through the mail pursuant to a mutually acceptable escrow arrangement among Seller, Purchaser, and the Title Company. Upon completion of the Closing, all the terms and conditions of this Agreement shall be deemed to have been satisfied and merged

into the Deed (hereinafter defined), and shall not survive the Closing, except as expressly set forth in this Agreement.

(b) **Seller's Deliveries at Closing.** As of or prior to the Closing Date, Seller, at Seller's expense, shall deliver to the Title Company:

(i) A special warranty deed in the form attached hereto as **Exhibit E** (the "Deed") executed and acknowledged by Seller, conveying good and indefeasible fee simple title to the Property to Purchaser.

(ii) A Foreign Investment in Real Property Tax Act affidavit executed by the Seller.

(iii) Evidence of the existence, organization, and authority of Seller and of the authority of the persons executing the documents on behalf of Seller reasonably satisfactory to the Title Company.

(iv) Such other instruments as are customarily executed in Texas to effectuate the conveyances of property similar to the Property, with the effect that, after the Closing, Purchaser will have succeeded to all of the rights, titles, and interests of Seller related to the Property and Seller will no longer have any rights, titles, or interests in and to the Property.

(c) **Purchaser's Deliveries at Closing.** As of or prior to the Closing Date, Purchaser, at Purchaser's expense, shall deliver to the Title Company:

(i) The Purchase Price less the Earnest Money, which shall be applied to the Purchase Price, plus or minus applicable prorations, in immediately available funds.

(ii) The Deed, executed and acknowledged by Purchaser.

(iii) Evidence of the existence, organization, and authority of Purchaser and of the authority of the persons executing the documents on behalf of Purchaser reasonably satisfactory to Seller and the Title Company.

(iv) Such other instruments as are customarily executed in Texas to effectuate the conveyances of property similar to the Property, with the effect that, after the Closing, Purchaser will have succeeded to all of the rights, titles, and interests of Seller related to the Property and Seller will no longer have any rights, titles, or interests in and to the Property.

(d) **Prorations**. Seller shall be responsible for all taxes and other levies against the Property through and including the year immediately prior to the year in which the Closing occurs. Because Purchaser is exempt from the payment of property taxes by law, all taxes for the portion of the year in which the Closing occurs that the Property is owned by Seller as well as any change in land usage or ownership of the Property, shall be paid by Seller. This provision shall survive the Closing.

(e) **Possession**. Seller shall deliver possession of the Property to Purchaser at the Closing subject only to the Permitted Exceptions.

Section 8. **Default and Remedies**.

(a) **Seller's Remedies**. If Purchaser fails to consummate the purchase of the Property pursuant to this Agreement or otherwise defaults on its obligations hereunder at or prior to Closing for any reason other than failure by Seller to perform hereunder, then Seller shall be entitled, as its sole and exclusive remedy, to terminate this Agreement by delivering written notice to Purchaser no later than the Closing Date, in which event, the Title Company shall deliver the Earnest Money to Seller as liquidated damages and not as penalty, in full satisfaction of claims against Purchaser hereunder, and neither party shall have any further rights or obligations hereunder. Seller and Purchaser agree that Seller's damages resulting from Purchaser's default are difficult, if not impossible, to determine and the Earnest Money is a fair estimate of those damages that has been agreed to in an effort to cause the amount of such damages to be certain.

(b) **Purchaser's Remedies**. If Seller fails to consummate the sale of the Property pursuant to this Agreement or otherwise defaults on its obligations hereunder at or prior to Closing for any reason other than failure by Purchaser to perform hereunder or Purchaser's termination of this Agreement pursuant to the

terms of this Agreement, Purchaser may, as its sole and exclusive remedy, either (x) terminate this Agreement by giving Seller written notice prior to or on the Closing Date, in which event the Title Company shall deliver the Earnest Money (less the Independent Consideration) to Purchaser and neither party shall have any further rights or obligations under this Agreement, (y) enforce specific performance of Seller's obligations under this Agreement, or (z) waive such failure or breach and proceed to Closing.

(c) **Termination by Purchaser.** If Purchaser terminates this Agreement pursuant to a right granted Purchaser in this Agreement to do so, the Title Company shall return the Earnest Money (less the Independent Consideration) to Purchaser, whereupon neither party shall have any further rights or obligations under this Agreement.

(d) **Attorneys' Fees.** If either party employs an attorney in connection with claims by one party against the other arising from the operation of this Agreement, the non-prevailing party shall pay the prevailing party all reasonable fees and expenses, including attorneys' fees, incurred in connection with such claims.

Section 9. **Brokerage Commissions.** Seller and Purchaser each represents to the other that that no real estate brokerage commission is payable to any person or entity in connection with the transaction contemplated hereby. This provision shall survive the Closing.

Section 10. **Miscellaneous.**

(a) **Governing Law.** The terms and provisions of this Agreement shall be interpreted in accordance with the laws of the State of Texas applicable to contracts made and to be performed in such State without reference to the choice of law principles of such State or any other State.

(b) **Notices.** Any notice pursuant to this Agreement shall be given in writing by (i) personal delivery, (ii) nationally recognized overnight delivery service with proof of delivery, or (iii) United States Mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth below, or to such other address as the

addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of overnight delivery service or mail, as of date of first attempted delivery at the address and in the manner provided herein. Unless changed in accordance with the preceding sentence, the addresses for notice given pursuant to this Agreement shall be as follows:

If to Seller: Home Depot U.S.A., Inc.
2455 Paces Ferry Road SE
Atlanta, Georgia 30339-4024
Attention: Senior Corporate Counsel – Real Estate

With a copy to: Home Depot U.S.A., Inc.
3800 W. Chapman Avenue
Orange, California 92868
Attention: Jeffrey S. Hardman

With an additional
copy to: Kutak Rock LLP
303 Peachtree Street, N.E., Suite 2750
Atlanta, Georgia 30308
Attention: Debra M. Thompson

If to Purchaser: Memorial City Redevelopment Authority
8955 Katy Freeway, Suite 215
Houston, Texas 77024
Attention: Mr. Don Huml

With a copy to: Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attention: Jessica Holoubek

(c) **Entire Agreement.** This Agreement, together with its attached exhibits, contains the entire agreement between the Parties with respect to the subject matter hereof and any prior agreements, discussions or understandings, written or oral, are superseded by this Agreement and shall be of no force or effect. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by each of the Parties.

(d) **Headings**. The section or subsection headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language thereof.

(e) **Partial Invalidity**. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(f) **No Waiver**. Except as expressly provided in this Agreement, no waiver of any right under this Agreement shall be effective for any purpose unless it is in writing and is signed by the Party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement.

(g) **Time**. Time is of the essence in the performance of each and every provision of this Agreement.

(h) **Counterparts; Further Assurances**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each Party agrees to perform all such acts (including but not limited to, executing and delivering instruments and documents) as reasonably may be necessary to comply with recording requirements or to otherwise fully effectuate each and all of the purposes and intent of this Agreement.

(i) **Effective Date**. The effective date (the "Effective Date") of this Agreement shall be the date on which the Title Company acknowledges receipt of a counterpart of this Agreement executed by both Seller and Purchaser, together with the Initial Earnest Money.

(j) **Performance Date**. Any time period provided for in this Agreement that ends on a Saturday, Sunday, or legal holiday shall extend to 5:00 p.m. on the next full business day. Time is of the essence in the performance of all obligations by

the Parties hereto under this Agreement. Time periods commencing with the Effective Date shall not include the Effective Date in the calculation thereof.

(k) PURCHASER ACKNOWLEDGES THAT THE PROPERTY IS BEING SOLD "AS IS, WHERE IS" AND "WITH ALL FAULTS" WITHOUT ANY OBLIGATION OF SELLER, EXCEPT AS EXPRESSLY SET FORTH HEREIN TO THE CONTRARY, TO PERFORM ANY REPAIRS, IMPROVEMENTS, MAINTENANCE OR OTHER WORK TO THE PROPERTY OR ANY PART THEREOF, AND WITHOUT, EXCEPT AS EXPRESSLY SET FORTH HEREIN TO THE CONTRARY AND EXCEPT FOR THE WARRANTY OF TITLE IN THE DEED, ANY WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND FROM SELLER, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, TENANTABILITY OR ENVIRONMENTAL CONDITION. SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PROPERTY, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING ANY REPRESENTATIONS BY ANY BROKERS OR SALESMEN, AND PURCHASER DOES HEREBY ACKNOWLEDGE THAT, IN PURCHASING THE PROPERTY, PURCHASER IS RELYING ONLY UPON THOSE REPRESENTATIONS OF SELLER CONCERNING THE PROPERTY EXPRESSLY SET FORTH AS SUCH IN THIS AGREEMENT. FURTHER, IN THE EVENT PURCHASER PURCHASES THE PROPERTY, PURCHASER HEREBY WAIVES ANY CLAIM IT MAY HAVE AGAINST SELLER AS TO MATTERS RELATED TO THE PROPERTY OR SELLER. UPON CLOSING, PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INVESTIGATIONS, AND PURCHASER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH PURCHASER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S OFFICERS, DIRECTORS,

SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY, EXCEPT ANY SUCH CLAIM, DEMAND, CAUSE OF ACTION, LOSS, DAMAGE, LIABILITY, COST OR EXPENSE ARISING OUT OF ANY BREACH BY SELLER OF ANY REPRESENTATION OR WARRANTY EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE DOCUMENTS EXECUTED AT CLOSING OR SELLER'S WILLFUL MISCONDUCT.

(l) Prior to the expiration of the Inspection Period, Purchaser and Seller shall negotiate the form and substance of a temporary right of entry and construction agreement (the "**Construction Agreement**") to be executed at Closing governing Purchaser's widening of and other improvements to Lumpkin Road and certain improvements to be made to Seller's remaining property by Purchaser in connection therewith. Seller shall provide a draft of the Development Agreement to Purchaser not more than three (3) business days following the Effective Date. Among other things, the Construction Agreement will provide that Purchaser will be responsible, at its sole cost and expense, for (i) the replacement of any lost storm water drainage and detention capacity for the benefit of Seller's remaining property which loss is a result of the conveyance of the Property to Purchaser and the widening of Lumpkin Road, (ii) the replacement of parking spaces on Seller's remaining property that will be lost as a result of the conveyance of the Property to Purchaser and the widening of Lumpkin Road, and (iii) construction phasing to best minimize interruption of access to the Seller's remaining property. In addition, Purchaser shall be required to provide letters from the City of Houston and any other applicable governmental authorities confirming that Seller's remaining property will be in compliance with governmental regulations and requirements after the conveyance of the Property to Purchaser with respect to drainage capacity or total parking spaces if the widening of Lumpkin Road results in a net loss to the Seller which loss is not replaced by the Authority as required by the Construction Agreement. If Purchaser and Seller have not agreed upon the form and substance of the Construction Agreement prior to the expiration of the Inspection Period, either party shall have the right to terminate this Agreement by written notice to the other party hereto, whereupon all Earnest Money (less

the Independent Consideration) shall be refunded to Purchaser and this Agreement shall be null and void and of no further force or effect with Purchaser and Seller having no further rights, obligations or liabilities hereunder except as otherwise set forth herein.

[Signature pages follow this page.]

Executed this ___ day of _____, 2014.

SELLER:

HOME DEPOT U.S.A., INC.

By: _____

Name: _____

Title: _____

PURCHASER:

**MEMORIAL CITY REDEVELOPMENT
AUTHORITY**

By: _____

Name: _____

Title: _____

Attachments:

Exhibit A - Description of Property

Exhibit B - Survey of Property

Exhibit C - Site Plan Showing Detention Site

Exhibit D - Outstanding Claims

Exhibit E - Form of Special Warranty Deed

Title Company Acknowledgement

The Title Company has executed this Agreement to confirm that the Title Company has received a fully executed counterpart of this Agreement and the Initial Earnest Money required hereunder, and to evidence the Title Company's agreement to hold the Earnest Money and the interest earned thereon pursuant to the terms and provisions of this Agreement.

STEWART TITLE COMPANY

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A TO PURCHASE AND SALE AGREEMENT

DESCRIPTION OF PROPERTY

[To be attached.]

EXHIBIT B TO PURCHASE AND SALE AGREEMENT

SURVEY

[To be attached.]

EXHIBIT C TO PURCHASE AND SALE AGREEMENT

SITE PLAN SHOWING DETENTION SITE

[To be attached.]

EXHIBIT D TO PURCHASE AND SALE AGREEMENT

OUTSTANDING CLAIMS

EXHIBIT E TO PURCHASE AND SALE AGREEMENT

FORM OF SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT **HOME DEPOT U.S.A., INC.**, a Delaware corporation ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto **MEMORIAL CITY REDEVELOPMENT AUTHORITY**, a political subdivision of the State of Texas ("Grantee"), the real property located in Harris County, Texas, more particularly described in **Exhibit A** attached hereto, together with all buildings, improvements and fixtures, if any, now or hereafter situated thereon, and all easements, ways, rights of ingress and egress, riparian, mineral, oil and gas, water and other rights, royalties, and rights of reverter, tenements, hereditaments, privileges, and appurtenances thereto belonging or in anywise appertaining, including, without limitation, all right, title and interest of Grantor in and to all land lying in any street, road or avenue, open or proposed, adjoining the said lands (collectively, the "Property").

This Deed and the conveyance hereinabove set forth are executed by Grantor and accepted by Grantee subject to the matters set forth on **Exhibit B** attached hereto, to the extent the same are validly existing and applicable to the Property (the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the title to the Property unto Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, and under Grantor, but not otherwise, subject only to the Permitted Encumbrances.

Grantee's address is _____.

[Signature pages follow this page.]

EXECUTED this ____ day of _____, 2014.

“GRANTOR”

HOME DEPOT U.S.A., INC.

By:_____

Name:_____

Title:_____

THE STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2014, by _____ of HOME DEPOT U.S.A., INC., a Delaware corporation, on behalf of said corporation.

Notary Public, State of _____

(NOTARY SEAL)

Accepted by Grantee this ___ day of _____, 2014.

**MEMORIAL CITY REDEVELOPMENT
AUTHORITY**

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 2014, by _____, _____, of MEMORIAL CITY REDEVELOPMENT AUTHORITY, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

(NOTARY SEAL)

Attachments:

Exhibit A - Description of Property

Exhibit B - Permitted Encumbrances

**EXHIBIT A
TO FORM OF SPECIAL WARRANTY DEED
DESCRIPTION OF PROPERTY**

EXHIBIT B
TO FORM OF SPECIAL WARRANTY DEED
PERMITTED ENCUMBRANCES

TEMPORARY RIGHT OF ENTRY AND CONSTRUCTION AGREEMENT
BETWEEN
MEMORIAL CITY REDEVELOPMENT AUTHORITY
AND
HOME DEPOT USA, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Temporary Right of Entry and Construction Agreement (this "Agreement") is made and entered into as of the _____ day of _____, 2014 ("Effective Date"), by and between Memorial City Redevelopment Authority, a not for profit local government corporation organized and existing under the laws of the State of Texas, (the "Authority") and Home Depot U.S.A., Inc., a Delaware corporation (the "Owner").

RECITALS

WHEREAS, the Owner owns certain property along Lumpkin Road in Harris County, Texas;

WHEREAS, the Authority wishes to acquire from Owner approximately .0648 acres of land (the "Project Property") for the expansion and rehabilitation of Lumpkin Road, including construction of appurtenant storm drainage facilities (the "Project");

WHEREAS, the Authority and the Owner have entered into that certain Purchase and Sale Agreement for the conveyance of the Project Property;

WHEREAS, the Authority's construction of the Project will result in the demolition of a portion of the fencing around the Owner's on-site detention pond as well as interference with the grading of the maintenance berm surrounding the on-site detention pond;

WHEREAS, the Authority's construction of the Project will also affect the alignment of parking spaces located on the Owner's property;

WHEREAS, the Authority has agreed to re-stripe the Owner's parking spaces as shown in **Exhibit A**, to replace the fencing surrounding the Owner's on-site detention pond shown in **Exhibit B**, and to re-grade the maintenance berm affected by the Project (collectively, the "Improvements");

WHEREAS, subject to the terms and conditions set forth herein, Owner has agreed to grant the Authority access to the Property and the right to construct and install the Improvements on the Property; and

NOW THEREFORE, for the mutual covenants set forth herein and other good and valuable consideration, the Parties agree as follows:

AGREEMENT

Section 1. Temporary License Agreement. In consideration of the Authority's satisfactory performance of its obligations to construct and install the Improvements, Owner hereby grants the Authority and any of the Authority's agents and contractors the right to enter the property shown in Exhibit A and Exhibit B (the "Property") during the Term for the Authority to perform its obligations to construct and install the Improvements as described in this Agreement. The Authority or its contractors may construct, install, maintain, repair, relocate, replace, remove, modify and operate equipment and materials as necessary on the Property for the purposes set forth herein, and may enter upon the Property to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection with the installation of the Improvements.

Section 2. The Improvements. In consideration of Owner's grant of a license for the Authority to enter the Property and Owner's conveyance of the Project Property, the Authority, at its sole cost and expense, will cause the Improvements to be designed, constructed, and installed as described in this Agreement. The Authority will cause its contractors to construct and install the Improvements in accordance with all governmental requirements and in accordance with the contract between the Authority and the contractor. The Authority shall obtain lien waivers from its contractor and subcontractors and not permit any liens to be filed upon the Property. At the conclusion of construction and installation of the Improvements, the Authority will require the contractor to restore and leave the Property in a neat and clean condition free of all debris, trash and construction materials and restored to an existing or better condition as was found. Further, upon completion of construction and installation of the Improvements, the Owner will own, operate and maintain the Improvements and the Property at its sole cost and expense. The Authority shall not be responsible for any repairs or damage to the Improvements caused by a person over whom the Authority does not have control.

Section 3. Construction Phasing. The Authority will sequence the construction of the Project in a manner that best minimizes the interruption of access to the Owner's property. Access to any driveway or entrance owned or controlled by Owner adjacent to the Project shall not be blocked or obstructed at any time without a minimum of 72 hours advanced written notice provided to Owner. Notice will be

provided by electronic mail at the address indicated in this Agreement. Unless objected to in writing by the Owner within 48 hours of receipt of such notice, the Authority may temporarily block access to the Owner's Property and/or any traffic lanes within the Project, provided that one or more points of access to the Owner's Property will remain open at all times. In addition, the Authority shall provide, or cause to be provided, any necessary peace officers or flagmen to direct traffic during any such temporary period at the Authority's sole cost and expense.

Section 4. Notice. All notices shall be in writing and given by certified mail with return receipt requested, with receipt as of the date of the signed receipt; by hand delivery, with receipt as of the date and time received; and by electronic mail or by reputable overnight courier such as FedEx, UPS, or DHL. For the purpose of notice, unless changed in writing prior to such notice, the addresses of the Parties shall be as shown on below. The Parties have the right to change their respective addresses and the right to specify their respective new addresses by at least fifteen (15) days written notice to the other Party in the same manner as for notice set forth in this Section. Notice served by electronic mail or overnight delivery carrier shall be deemed given on the date on which such notice is deposited with the overnight delivery or sent by electronic mail.

If to the Authority:

Memorial City Redevelopment Authority
8955 Katy Freeway, Suite 215
Houston, TX 77024
Attn. Don Huml
donhuml@houstontirz17.org

With a copy to:

Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn. Jessica Holoubek
jholoubek@abhr.com

If to Owner:

Home Depot U.S.A., Inc.
2455 Paces Ferry Road SE
Atlanta, Georgia 30339-4024
Attention: Senior Corporate Counsel - Real Estate

With a copy to:

Home Depot U.S.A., Inc.
3800 W. Chapman Avenue

Orange, California 92868
Attention: Jeffrey S. Hardman
jeffrey_s_hardman@homedepot.com

With an additional copy to:

Kutak Rock LLP
303 Peachtree Street, N.E., Suite 2750
Atlanta, Georgia 30308
Attention: Debra M. Thompson

Section 5. Contractor Insurance and Indemnity. Without any cost or liability to Owner, the Authority will cause all contractors, subcontractors, and other representatives of the Authority entering the Property under this Agreement to acquire and maintain insurance of the following types and minimum limits:

- A. Commercial General Liability Insurance with limits not less than:
 - a. Each occurrence - \$500,000
 - b. General aggregate - \$1,000,000
 - c. Products-Completed Operations Aggregate - \$1,000,000
 - d. Personal & Advertising Injury - \$500,000
- B. Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 (combined)
- C. Excess Liability: \$1,000,000/\$1,000,000
- D. Worker's Compensation insurance, including employers' liability insurance, with limits not less than \$1,000,000 each accident, occurrence or disease.
- E. Payment and Performance bonds for the full value of any construction contract that includes the Driveway and the Improvements.

All contractor insurance will remain in effect until one (1) year after final completion under any construction contract that includes the Improvements except for insurance on defects of construction, which shall remain in effect for the limitations period set forth in the Texas Civil Practices and Remedies Code and shall name the Authority and the Owner as additional insureds. All contractor insurance companies shall be legally licensed and admitted through the Texas Department of Insurance to engage in the business of furnishing insurance in the State of Texas. All insurance companies shall have an "A-VIII" in Bests Rating Guide and shall be satisfactory to Owner.

Section 6. No Third Party Benefit. Except as specifically provided herein, this Agreement is for the sole and exclusive benefit of the Authority and Owner and shall not be construed to confer any benefit or right upon any customers, residents, or members of the Authority or Owner, or on any other Party, including in the nature of third party beneficiaries.

Section 7. Assignment. This Agreement is not assignable by any Party hereto except with the prior written consent of the other Party.

Section 8. Modification. Except as provided in this Agreement, this Agreement may not be changed or modified except with the written mutual consent of the Parties hereto.

Section 9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the subject matter hereof and supersedes all prior negotiations and agreements, whether verbal or written. There have been and are no agreements, covenants, representations, or warranties between the Parties other than those expressly stated or provided for herein.

Section 10. Term. This Agreement shall commence with the Effective Date and terminate upon the completion of construction of the Project and the Improvements. The time period between the Effective Date and the expiration date shall be referred to herein as "Term."

Section 11. No Waiver Implied. The failure of either Party hereto to insist, in any one or more instances, upon performance of any terms, covenants or conditions of this Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by the other Party hereto, but the obligation of such other Party with respect to such future performance shall continue in full force and effect.

Section 12. No Waiver of Immunity. Nothing contained herein shall operate to or be deemed as having waived any immunities to which the Authority is entitled under law.

Section 13. Incorporation. The recitals are incorporated into the Agreement for all purposes.

Section 14. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, without regard to its conflict of law provisions. The Parties consent to the jurisdiction and venue of the state courts of Harris County, Texas, or the federal courts of the Southern Authority of Texas, Houston Division, for any action under this Agreement.

Section 15. Counterparts. This Agreement may be executed in any number of identical counterparts each of which shall be deemed an original and all of which will constitute one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**MEMORIAL CITY REDEVELOPMENT
AUTHORITY**

Ann Givens
Chair, Board of Directors

HOME DEPOT U.S.A., INC.

By: _____
Name: _____
Title: _____

Exhibit A The Parking Improvements

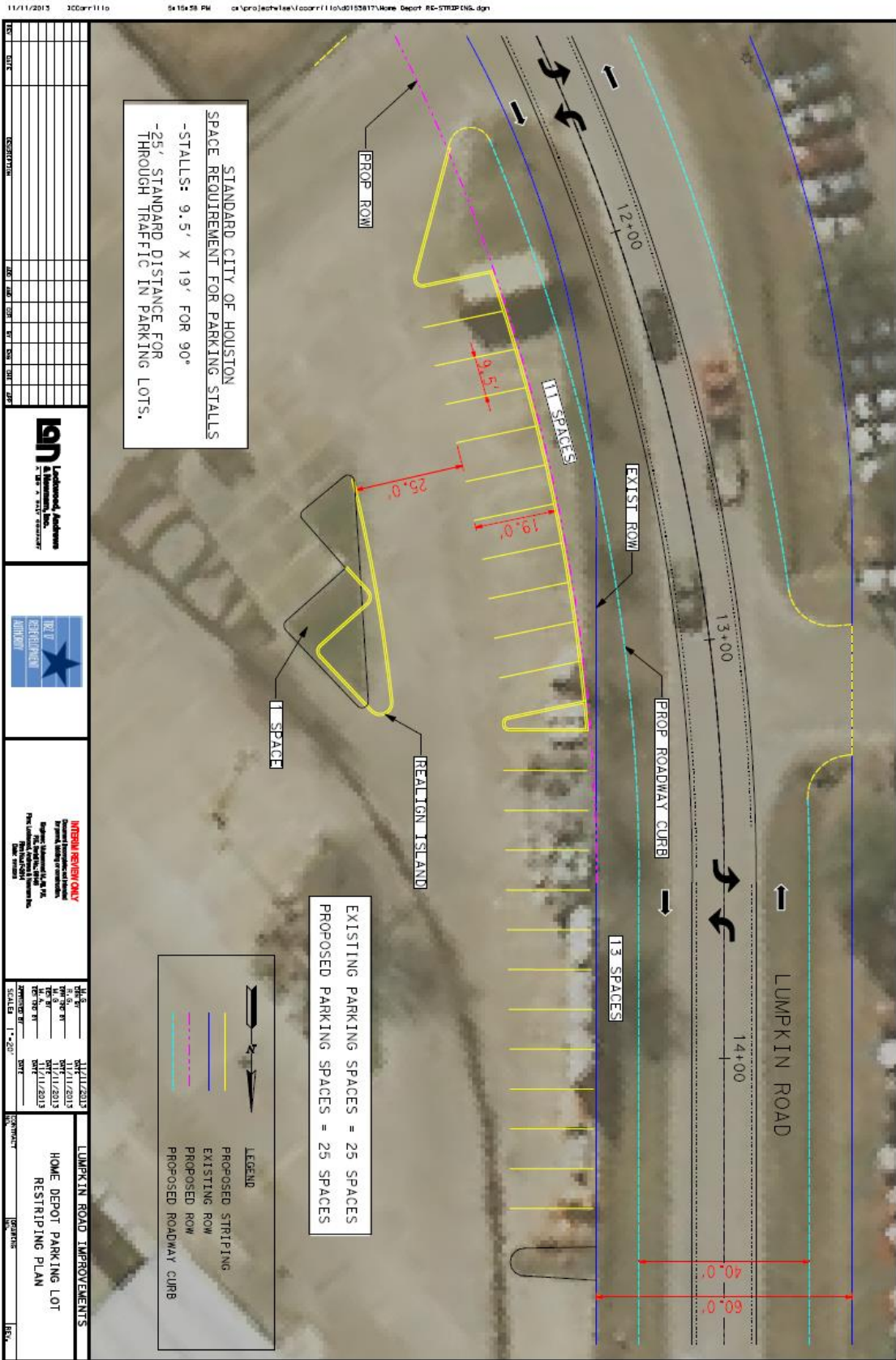


EXHIBIT B
Location of Owner Detention Pond



END OF REPORT