

TIRZ 17 Redevelopment Authority
Memorial City Redevelopment Authority
Houston, Texas

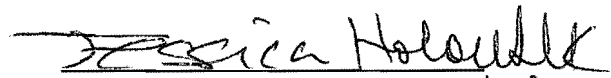
The Board of Directors of the TIRZ 17 Redevelopment Authority (aka the Memorial City Redevelopment Authority) will hold a regular meeting on Tuesday, March 3, 2015, at **8:00 a.m.**, at Four Points by Sheraton, 10655 Katy Freeway, Bunker Hill Room, Houston, Texas 77024, to discuss, and if appropriate, act upon the following items:

1. Call meeting to order, take attendance, and verify a quorum is present.
2. Receive public comments.
3. Approve minutes of January 27, 2015, and February 10, 2015, meetings.
4. Financial and bookkeeping matters, including payment of invoices, review of investments and project cash flow reports.
5. Recommendation from ETI Bookkeeping regarding changes to Authority bank accounts.
6. Approve wire transfer to Stewart Title for Home Depot right of way acquisition.
7. Authorize execution of Development Agreement with Town Center Partners, Ltd.
8. Local Interaction Group report and update.
9. Update regarding submission of revised "Feasibility Analysis Report for Additional Detention West of Gessner Road" to City of Houston and authorize appropriate action.
10. Update from financial advisory services committee on financial advisory services agreements and authorize appropriate action.
11. Establish Fiscal Year 2016 CIP committee.
12. Adopt and approve Streetscape Design Standards.
13. Recommendation letters for METRO and Scenic Houston.
14. Open discussion regarding the name change of Memorial City Redevelopment Authority to Memorial Redevelopment Authority.
15. Authorize execution of Interlocal Agreement with Harris County Flood Control District to convey Briar Branch Detention Basin.
16. Authorize letter of termination to Cornerstone Medical Partnership.
17. North Gessner Project, including:
 - a. Review and approve task order from SWA for Professional Landscape Design Services.
18. Lumpkin Road Improvements Project including:
 - a. Construction status; and
 - b. Approval of time modifications, changes in work or pay applications.
19. Memorial Drive Drainage and Mobility Improvement Project, Phase I, including:
 - a. Town Hall meeting.
20. Executive Directors Report.
21. 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.

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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.

22. Reconvene in Open Session and authorize appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
23. Convene in Executive Session pursuant to Section 551.072, Texas Government Code, to deliberate the purchase, exchange, lease, or value of real property.
24. Reconvene in Open Session and authorize appropriate action regarding the purchase, exchange, lease, or value of real property.
25. Adjournment.


Attorney for the Authority KA

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

January 27, 2015

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 January 27, 2015, at Four Points by Sheraton, 10655 Katy Freeway, Wycliffe Room, Houston, Texas 77024.

Board members in attendance:

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

Board members not in attendance:

Ann T. Givens, Chair

Staff in attendance:

Don Huml - Executive Director

Staff in attendance:

Don Huml - Executive Director

Consultants in attendance:

Muhammad Ali of Lockwood, Andrews & Newnam, Inc. ("LAN")
Jessica Holoubek and Veronica Seguin of Allen Boone Humphries Robinson LLP ("ABHR")
Wayne Lotz and Gary Struzick - Klotz Associates, Inc. ("Klotz")
Michelle Lofton of ETI Bookkeeping Services
James Vick of SWA Group

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

Jennifer Curley
Oliver Pennington
Brenda Stardig

Other

Sherry Weesner of Scenic Houston

1. Call Meeting to Order

Having established that a quorum of the Board was present, Mr. Huml called the meeting to order.

Council Member Pennington discussed concerns over the time constraints of the meeting and the non-inclusion of a public comment agenda item. He then encouraged the Board to continue to pursue the purchase of new detention sites.

Director Freels moved to open the meeting to public comment. Director Rickel seconded the motion, which passed unanimously.

Council Member Stardig voiced her concerns over the non-inclusion of a public comment agenda item due to time constraints. She then discussed drainage issues for residential neighborhoods in the District.

Ms. Virginia Gregory commented on the importance of certain drainage issues relating to the Conrad Sauer detention site that need to be addressed.

Mr. Ed Browne requested the Board to investigate the viability of the North Gessner tract as a possible detention site which may alleviate some District drainage issues.

Ms. Roberta Prazak commented on the addition of a public comment section to the meeting agenda without its inclusion on the agenda. She then requested the Board to investigate the viability of the 77024 post office as a possible detention site or police or fire substation. She commented on the importance of an increased police presence in the District.

Ms. Donna Freedman commented on the non-inclusion of a public comment agenda item due to time constraints.

2. Minutes of December 4, 2014, and January 8, 2015, Meetings

The Board reviewed the minutes of the December 4, 2014, regular meeting and the January 8, 2015, special meeting.

Director Rickel noted that the January 8, 2015, minutes note a directive for Klotz to provide a cost-benefit analysis of the Conrad Sauer detention project to the Board prior the next meeting. Mr. Huml stated he requested the cost-benefit analysis from Klotz and was informed that it would be presented at today's meeting.

Following review and discussion, Director Freels moved to approve the minutes of the December 4, 2014, regular meeting and the January 8, 2015, special meeting, as submitted. The motion was seconded by Director Hamilton and carried unanimously.

3. Approve Second Amendment to Project Plan as Approved by the City of Houston

Ms. Holoubek presented and reviewed a proposed Second Amendment to the District's Project Plan and Reinvestment Zone Financing Plan that has been approved in final form from the City of Houston and requested the Board ratify adopting of the resolution adopting such said Amendment. Following review and discussion, Director Tucker moved to ratify adoption of the Resolution Adopting Second Amendment to Project Plan and Reinvestment Zone Financing Plan. Director Hodges seconded the motion, and it passed unanimously.

4. Financial and Bookkeeping Matters

Ms. Lofton reviewed the financial report for December and presented checks for payment by the Authority. After review and discussion, Director Airola moved to approve the financial report and payment of the bills presented. The motion was seconded by Director Rickel and passed by unanimous vote.

5. Clarification to Comment No. 11 in the October 28, 2014, Meeting Minutes

Mr. Huml clarified his comments from the October 28, 2014, meeting wherein he stated the CIP Committee has included \$100,000 in the 2015 budget for pursuing grant funds for Authority projects. He stated that was said in error and that the amount allocated for the Goodman Corporation contract can be reallocated in the 2016 budget.

6. Grant Funding Opportunities Update

There was no discussion on this item.

7. Open Discussion Regarding Revised Klotz Report Entitled "Feasibility Analysis Report for Additional Detention West of Gessner Road" dated December 10, 2014 (the "Report")

Mr. Klotz reviewed previous discussions and meetings regarding the Report analyzing the feasibility of acquiring and developing a 9.5 acre tract near the intersection of Westview Dr. and Conrad Sauer Dr., west of Gessner Rd. (the "Tract"), for a regional detention basin to improve drainage and flooding both inside and outside the boundaries of the Zone (the "Project"). He stated that the Report concludes that the Project is not economically feasible based on the cost of the Project as compared to the

value of the property removed from the 100-year floodplain. He stated the Report only reflects an economic analysis and does not consider non-economic factors per the original directive Klotz received from the City of Houston to conduct the Report. Mr. Klotz discussed the methodology used to conduct the Report. He stated there are no adopted standard City or Harris County Flood Control methodologies that could have been used to conduct the analysis.

Mr. Klotz addressed questions from the Board regarding the differences in analyses between the Report and the Conrad Sauer study.

The Board discussed additional factors that should be incorporated into a cost/benefit analysis based on existing circumstances, such as real estate prices, repeat storm events, timing and priorities of the Authority. Mr. Klotz stated that additional factors could be incorporated into the Report if directed by the Board.

Mr. Klotz stated that the Report followed LAN specifications and incorporated all information provided by LAN. Mr. Ali stated that LAN provided specifications for the Report based on a previously accepted methods.

The Board discussed its concern over the Report being submitted to the City prior to the Board approval. Ms. Curley stated that the City had requested the Report and that the City understood the Report was in draft form, when received, and would have allowed for additional comments and revisions to the Report.

After discussion, Director Rickel moved to table discussion on the Report and authorize LAN to review the Report and provide an independent analysis on said Report. Director Hamilton asked Mr. Klotz to speak to any potential professional and/or licensing conflicts between LAN and Klotz. Mr. Klotz responded by indicating that Klotz would need to carefully consider professional engineering licensing issues related to the request. Discussion ensued regarding the benefits and concerns over engaging a third-party engineering firm to conduct the review. The Board, Mr. Klotz and Mr. Ali discussed the processes involved in conducting collaborative and independent review of the Report. Director Hamilton expressed concerns over LAN being able to conduct an independent review of the Report. Director Freels proposed that a Report review committee be established, consisting of Directors Hamilton, Rickel and himself to meet with representatives of Klotz and LAN to further review and discuss the Report. Director Rickel rescinded his original motion and moved to table the Report and authorize the proposed Report review committee to meet as discussed. Director Hamilton seconded the motion, which passed unanimously. Executive Director, Don Huml reminded the Board that per the new TIRZ guidelines any report would need to be submitted to Public Works and Engineering first before going to the Mayor's Office.

Director Rickel moved to add an item to “review and evaluate engineering consultants’ performance and services agreements” to the next agenda. Director Tucker seconded the motion, which passed with all Directors voting for the motion with the exception of Director Hodges who voted against.

8. Open Discussion Regarding Agenda Setting Policy

Ms. Holoubek reviewed with the Board options for the Board to consider with respect to policy and procedures for setting the agenda. The Board considered various procedures for setting the agenda. After discussion, Director Hamilton made a motion to authorize any Board member to add an item to the agenda. Director Hamilton rescinded his motion and after further discussion, Director Rickel moved to authorize the Chair to set the agenda, provided that the addition of any agenda item requested by a Board member be added to the agenda if it has been rejected by the Chair of the Board if a second Board member supports the addition of said item. Director Hamilton seconded the motion, which passed unanimously.

9. Special Presentation to the Board by Sherry Weesner P.E. regarding “Scenic Houston”

Ms. Weesner presented and reviewed a Streetscape Resource Guide and responded to questions from the Board on her presentation. She stated that she supports and encouraged the development and adoption of streetscape design standards in the Authority.

10. Lumpkin Road Improvements Project

Mr. Huml presented and reviewed a task order from SWA Group, in the amount of \$18,200, for CIP #1709 Lumpkin Road Improvements landscaping and construction phase services. After review and discussion, Director Airola moved to approve the task order from SWA Group, in the amount of \$18,200, for CIP #1709 Lumpkin Road Improvements landscaping and construction phase services. Director Hodges seconded the motion, which passed unanimously.

Ms. Holoubek presented and reviewed a Temporary Right of Entry Construction Agreement between the Authority, Dresser-Rand Company, and SER Construction Partners, LLC for access and reconfiguration of a driveway on the Dresser-Rand Company property. After review and discussion, Director Rickel moved to approve the Temporary Right of Entry Construction Agreement. Director Tucker seconded the motion, which passed unanimously.

Mr. Ali reported on the construction status of the Lumpkin Road Improvements Project.

The Board reviewed Change Order No. 1 to the Lumpkin Road Improvements Project, in the amount of \$2,255,471.80, to SER Construction Partners, LLC, for alternate bid items for work along Lumpkin Road between Westview Drive and Northbrook Drive. After review and discussion, Director Rickel moved to approve Change Order No. 1. Director Airola seconded the motion, which passed unanimously.

11. Special Presentation to the Board by SWA Group about “Streetscape Design Standards”

Mr. Vick made a presentation to the Board on streetscape design standards.

12. Adopt and Approve Streetscape Design Standards

Upon addressing comments and questions from the Board, Mr. Vick stated that he will work to revise and clarify the streetscape design standards to better reflect the Board’s vision and intentions for streetscape design standards within the authority. The Board concurred to table further review and adoption until such revisions are made to the proposed streetscape design standards.

13. Town and Country West Drainage and Mobility Improvements Project

Mr. Huml presented and reviewed a task order from SWA Group, in the amount of \$88,600 for CIP #1717 Town and Country West Drainage and Mobility Improvements detailed design, construction documentation and bidding phase services. After review and discussion, Director Rickel moved to approve the task order from SWA Group, in the amount of \$88,600 for CIP #1717 Town and Country West Drainage and Mobility Improvements detailed design, construction documentation and bidding phase services. Director Airola seconded the motion, which passed with all directors voting for the motion, with the exception of Director Freels who abstained.

14. Memorial Drive Drainage and Improvement Project

Mr. Huml reported that the Memorial Drive Drainage and Improvement Project is currently in the design phase and that a town hall meeting regarding the Project is currently scheduled for March 11, 2015, at 6:30 p.m. at Memorial Middle School. Director The Board requested that an agenda be posted for the town hall meeting.

15. Executive Director’s Report

Mr. Huml apologized for excluding the “public comment” section from the Authority’s agenda for the month. He then reviewed the Executive Director’s report,

including an update on the status of Authority projects and anticipated issues for the year ahead.

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 10:26 a.m., Mr. Huml announced the Board would convene in executive session to deliberate the evaluation of an employee. All attendees left the meeting except the Board members, Ms. Holoubek, Ms. Seguin, Mr. Ali, Mr. Struzick, and Ms. Curley.

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

At 10:53 a.m., Mr. Huml announced the Board would reconvene in open session. Upon reconvening in open session, no action was taken.

18. Adjournment

There being no additional matters for the Board's consideration, Director Rickel moved to adjourn the meeting. Director Airola seconded the motion, which passed unanimously.

Approved:

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

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

February 10, 2015

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 February 10, 2015, at Westin Houston Memorial City, Magnolia Ballroom on 2nd Floor, 945 Gessner, Houston, Texas 77024.

Board members in attendance:

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

Board members not in attendance:

Staff in attendance:

Don Huml - Executive Director

Consultants in attendance:

Muhammad Ali of Lockwood, Andrews & Newnam, Inc. ("LAN")
Jessica Holoubek and Veronica Seguin of Allen Boone Humphries Robinson LLP ("ABHR")
Tom Ramsey and Gary Struzick - Klotz Associates, Inc. ("Klotz")
James Vick of SWA Group

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

Jennifer Curley

1. Call Meeting to Order

Having established that a quorum of the Board was present, Director Givens called the meeting to order.

2. 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

At 8:02 a.m., Director Givens announced the Board would convene in executive session to deliberate the evaluation of an employee. All attendees left the meeting except the Board members, Ms. Holoubek, Ms. Seguin, and Ms. Curley.

3. Reconvene in Open Session

At 9:04 a.m., Director Givens announced the Board would reconvene in open session. Upon reconvening in open session, no action was taken.

4. Update regarding Klotz report entitled "Feasibility Analysis Report for Additional Detention West of Gessner Road" dated January 22, 2015 (the "Report"), and response from LAN and Klotz regarding collaborative review of same

Mr. Ramsey reported on the collaborative review of the Report with Klotz, LAN and members of the Board appointed to review the Report ("Report Subcommittee"). He reviewed a revised feasibility analysis for the proposed additional detention west of Gessner Road (the "Project"). He noted an increased benefit-cost ratio of 0.84 for the Project. He stated that Klotz and LAN both agree on the increased benefit-cost ratio. Mr. Ramsey confirmed that the revised feasibility analysis includes additional detention and sports field facilities.

Director Rickel reported that the Report Subcommittee has met and determined that it is not economically feasible to seek further refinement of the feasibility analysis.

Director Givens reported that the City has indicated that it will require any Authority acquired detention facilities be inside the Authority boundaries going forward and must meet the City's standard benefit-cost ratio. She stated that the City will be meeting with the Authority on February 23, 2015, to discuss the criteria by which Tax Increment Reinvestment Zone projects will be evaluated and approved.

Director Givens recommended that a committee be formed to look into the feasibility of relocating fire station no. 49 to the Project site.

After review and discussion, Director Rickel moved to draft a letter from the Authority Board to the City to (i) request that the City accept the updated feasibility study; (ii) request a meeting with the City to further discuss the feasibility study and benefits of the Project; and (iii) offer to provide land to the City to relocate fire station

no. 49, if the City finances construction of the new, relocated fire station. Director Tucker seconded the motion, which passed unanimously.

5. Approve payment to CenterPoint Energy for easement related to Lumpkin Road widening at CenterPoint's Transmission Corridor

Ms. Holoubek presented a check in the amount of \$435 to CenterPoint Energy for payment of an easement related to the Lumpkin Road widening at CenterPoint's Transmission Corridor. After review and discussion, Director Rickel moved to approve the check to CenterPoint Energy, as presented. Director Airola seconded the motion, which passed unanimously.

6. Approve payment of earnest money check to Stewart Title Company for Home Depot related to Lumpkin Road Improvements

Ms. Holoubek presented an earnest money check in the amount of \$2,500 to Stewart Title Company for Home Depot related to Lumpkin Road Improvements. After review and discussion, Director Rickel moved to approve the check to Stewart Title Company, as presented. Director Airola seconded the motion, which passed unanimously.

7. Establish committee to perform annual review of engineering consultants' performance and services agreements

Director Givens recommended that Directors Rickel, Freels and Hamilton be appointed to a committee to perform a review of engineering consultants' performance and services agreements. After discussion, Director Givens moved to appoint Directors Rickel, Freels and Hamilton to a committee to perform a review of engineering consultants' performance and services agreements and that any reviews and recommendations be made prior to the Authority's regular June meeting. Director Airola seconded the motion, which passed unanimously.

8. Establish committee to review financial advisory services agreement

Director Givens recommended that Directors Rickel, Hodges and Tucker be appointed to a committee to review the Authority's financial advisory services agreement. After discussion, Director Givens moved to appoint Directors Rickel, Hodges and Tucker to a committee to review the Authority's financial advisory services agreement and that any review and recommendations be made ready prior to the Authority's March 3, 2015, meeting. Director Airola seconded the motion, which passed unanimously.

9. Update regarding Memorial Drive Drainage and Mobility Improvement Study Project, Phase I Town Hall Meeting (the "Town Hall Meeting")

Mr. Huml updated the Board on the organization of the Town Hall Meeting to be held on March 10, 2015, at 6:30 p.m. at Memorial Middle School. He confirmed that information about the Town Hall Meeting would be posted on the Authority's website.

10. Convene in Executive Session pursuant to Section 551.072, Texas Government Code, to deliberate purchase, exchange, lease or value of real property

At 9:27 a.m., Director Givens announced the Board would convene in executive session to deliberate the evaluation of an employee. All attendees left the meeting except the Board members, Ms. Holoubek, Ms. Seguin, Ms. Curley, Mr. Ali and Mr. Struzick.

11. Reconvene in Open Session

At 9:49 a.m., Director Givens announced the Board would reconvene in open session. Upon reconvening in open session, no action was taken.

12. Adjournment

There being no additional matters for the Board's consideration, Director Givens moved to adjourn the meeting. Director Rickel seconded the motion, which passed unanimously.

Approved:

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

Memorial City Redevelopment Authority

Cash Management Report

January 31, 2015

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, 2015

Summary

<u>Current Activity</u>	<u>Memorial City Redevelopment Authority</u>			<u>Total</u>
	<u>General Fund</u>	<u>Capital Projects</u>	<u>Debt Service</u>	
Beginning Balance	19,135,234.00	8,749,861.40	834,988.85	28,720,084.25
Revenue	1,633.99	1,084.74	38.44	2,757.17
Expenditures	22,997.28	270,733.20	0.00	293,730.48
Ending Balance	19,113,870.71	8,480,212.94	835,027.29	28,429,110.94

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: **19,135,234.00**

REVENUE:

Checking Interest - Bank of America	1,205.56	
Texpool Interest	34.31	
Wells Fargo/TexSTAR (Surplus Funds) Interest	394.12	
Voided Check (s)	0.00	
Total Revenue:		1,633.99

DISBURSEMENTS:

Checks Presented At Last Meeting	7,199.87	
Checks Written at/after Last Meeting	130.00	
1439 eSiteful, Inc.		
FDIC Assessment Fee	1,037.78	
Direct Deposit Payroll	8,015.80	
Payroll Taxes	1,709.92	
Employee Retirement	2,875.00	
Employee Expenses	2,028.91	
Total Expenditures		22,997.28

Ending Balance: **19,113,870.71**

Location of Assets:

Institution	Investment Number	Interest Rate	
Bank of America	*9516	0.1400	9,447,299.49
TexPool	*0001	0.0465	866,590.20
Wells Fargo *	TexSTAR Surplus Funds	0.0542	8,554,981.02
Texas Exchange Bank CD	*3601	0.7000	245,000.00
		Total	19,113,870.71

Certificate of Deposit

CD *4215

Term: 12 Months

Matures: 09/28/2015

**Memorial City Redevelopment Authority
Checks Presented March 3, 2015**

Num	Name	Description	Amount
1440	Spring Branch ISD	Town Hall Meeting <i>(Presented 02/10/2015)</i>	-497.00
1441	Allen Boone Humphries Robinson LLP	Legal Fee	-13,591.65
1442	Equi-Tax, Inc	Tax Assessor Fee	-400.00
1443	ETI Bookkeeping Services	Bookkeeping Fee	-1,154.56
1444	Marsh Darcy Partners, Inc	Office Lease	-1,168.56
Total			-16,811.77

Capital Projects Fund

BEGINNING BALANCE		8,749,861.40
 REVENUE		
Checking Interest - Bank of America	1,071.34	
TexPool Interest	13.40	
Voided Check(s)	0.00	
Total Revenue		1,084.74
 EXPENDITURES		
Checks Presented at Last Meeting	269,788.72	
Checks Written at/after Last Meeting	0.00	
FDIC Assessment Fee	944.48	
Total Expenditures		270,733.20
 ENDING BALANCE		 8,480,212.94

Location of Assets:

Institution	Investment Number	Interest Rate	Current Balance
Bank of America	*1719	0.1400	8,140,633.26
Tex Pool	*0003	0.0465	339,579.68
		Total	8,480,212.94

**Memorial City Redevelopment Authority
Checks Presented March 3, 2015**

Num	Name	Description	Amount
10289	CenterPoint Energy Houston Electric, LLC	Roadway Easement <i>(Presented 02/10/2015)</i>	-435.00
10290	Stewart Title Company	Earnest Money <i>(Presented 02/10/2015)</i>	-2,500.00
10291	City of Houston - Water Bill	Water <i>(Presented 02/10/2015)</i>	-661.24
10292	Allen Boone Humphries Robinson LLP	Legal Fee	-4,216.25
10293	Klotz Associates Inc	Engineering Consultant	-88,299.04
10294	Lockwood, Andrews & Newman, Inc.	Engineering Fee	-93,154.00
10295	SER Construction Partners, LLC	Pay Estimate No. 1	-441,746.09
10296	SWA Group	Landscape Architect Services	-7,666.74
Total			-638,678.36

Debt Service Fund

BEGINNING BALANCE		834,988.85
REVENUE		
Wells Fargo/TexSTAR (2008 DSF) Interest	38.08	
Wells Fargo/TexSTAR (2008 Pled Rev) Interest	0.36	
Total Revenue		38.44
EXPENDITURES		
2008 Debt Service Interest Payment	0.00	
2008 Debt Service Principal Payment	0.00	
Total Expenditures		0.00
ENDING BALANCE		835,027.29

Location of Assets:

Institution	Investment Number	Interest Rate	Current Balance
Wells Fargo *4601	TexSTAR 2008 DSF	0.0542	826,676.94
Wells Fargo *4603	TexSTAR DS Reserve	0.0542	272.17
Wells Fargo *4600	TexSTAR 2008 Pledged Rev	0.0542	8,078.18
		Total	835,027.29

Memorial City Redevelopment Authority
Investment Report
January 31, 2015

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	0.0465	871,512.09	1.00006	871,459.80	(4,903.91)	866,650.86	1.00007	866,590.20
GOF	Wells Fargo/ TexStar	0.0542	8,554,903.42	1.000037	8,554,586.90	(0.00)	8,555,639.75	1.000077	8,554,981.02
CPF	TexPool	0.0465	339,586.65	1.00006	339,566.28	(0.00)	339,603.45	1.00007	339,579.68
DSF	Wells Fargo/ TexStar DSF	0.0542	826,669.45	1.000037	826,638.86	(0.00)	826,740.59	1.000077	826,676.94
DSF	Wells Fargo/ TexStar Res.	0.0542	272.18	1.000037	272.17	0.00	272.19	1.000077	272.17
DSF	Wells Fargo/ TexStar PI Rev	0.0542	8,078.12	1.000037	8,077.82	0.36	8,078.80	1.000077	8,078.18

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	0.7000	245,000.00	12 Months	9/28/2015	245,000.00	0.00	0.00	245,000.00

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	17,587,932.75	Federal Reserve	23,394,833	FNCL	22,054,684	23,394,833

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.

Michele Dyster
Bookkeeper

Don 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
January 2015

		January			Year To Date (7 Months)			Annual
		Actual	Budget	Variance	Actual	Budget	Variance	Budget
Ordinary Income/Expense								
Income								
1000 · Income								
	8223 · Interest Income	2,757	7,303	-4,546	25,251	51,119	-25,868	87,633
	Total 1000 · Income	2,757	7,303	-4,546	25,251	51,119	-25,868	87,633
	6-4320 · Increment Collections	0	0	0	9,675,318	0	9,675,318	12,524,238
	Total Income	2,757	7,303	-4,546	9,700,569	51,119	9,649,450	12,611,871
Expense								
3335 · Management Consulting Services								
	6320 · Legal	13,592	5,000	8,592	67,215	35,000	32,215	60,000
	6322 · Eng Consultant/General Prof.Svc	0	6,250	-6,250	13,906	43,750	-29,844	75,000
	6337 · Construction Audit	0	0	0	0	0	0	10,000
	6343 · Other	0	0	0	5,776	0	5,776	0
	Total 3335 · Management Consulting Services	13,592	11,250	2,342	86,897	78,750	8,147	145,000
5650 · Transfers								
	6430 · Municipal Services	0	0	0	0	0	0	490,000
	Total 5650 · Transfers	0	0	0	0	0	0	490,000
5706 · Debt Service								
	5707 · Principal	0	0	0	2,660,000	2,660,000	0	2,660,000
	5708 · Interest	0	0	0	878,352	878,352	0	1,704,667
	5710 · Other Debt Items							
	5710c · Trustee Fee	0	0	0	7,000	0	7,000	0
	Total 5710 · Other Debt Items	0	0	0	7,000	0	7,000	0
	Total 5706 · Debt Service	0	0	0	3,545,352	3,538,352	7,000	4,364,667
	6-6420 · City of Houston Admin Fee	0	0	0	0	0	0	626,212
6300 · Administration & Overhead								
	6321 · Auditor	0	0	0	19,000	17,000	2,000	17,000
	6333 · Bookkeeping/Accounting	950	875	75	7,114	6,125	989	10,500
	6340 · Administration Salaries/Benefit	12,458	11,833	625	75,729	82,833	-7,104	142,000
	6344 · Bond Svcs/Trustee/FA	400	400	0	2,800	2,800	0	4,800
	6350 · Office Expense	1,676	1,250	426	8,875	8,750	125	15,000
	6351 · Office Lease	1,521	1,250	271	9,107	8,750	357	15,000
	6353 · Insurance / FDIC Assess.Fee	1,982	3,750	-1,768	17,477	26,250	-8,773	45,000
	6560 · Payroll Expenses	349	0	349	1,203	0	1,203	0
	Total 6300 · Administration & Overhead	19,336	19,358	-22	141,305	152,508	-11,203	249,300
7000 · Capital Expenditure								
	1701 · Gessner Widening	0	0	0	103	0	103	0
	1709 · Lumpkin I-10 Westview	39,916	275,000	-235,084	173,457	1,925,000	-1,751,543	3,300,000
	1713 · Memorial near Bwy 8 Drainage	0	0	0	113	0	113	0

Memorial City Redevelopment Authority
Profit & Loss Budget vs. Actual
January 2015

	January			Year To Date (7 Months)			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
1715A · Barryknoll East Drainage	0	16,667	-16,667	1,041,390	116,667	924,723	200,000
1717 · Town & Country W. Drain/Mobil	34,220	172,917	-138,697	357,112	1,210,417	-853,305	2,075,000
1722 · Town & Country Blv Signalizatn	1,463	0	1,463	2,072	0	2,072	0
1724 · Gessner at Barryknoll Intersec.	0	0	0	103	0	103	0
1725 · Parks & Green Space Improv.	1,260	2,083	-823	47,254	14,583	32,671	25,000
1731A · Detention Basin & W-140 Bridge	0	0	0	124,934	0	124,934	0
1731B · Memorial Drainage & Mobility	21,434	0	21,434	21,639	0	21,639	0
1732A · N Gessner Drainage & Mobility	47,275	25,000	22,275	170,180	175,000	-4,820	300,000
1734 · W140 Channel Improvements	464,130	134,583	329,547	850,135	942,083	-91,948	1,615,000
1734B · Bunker Hill Bridge	25,160	6,250	18,910	37,125	43,750	-6,625	75,000
1735A · Detention Basin A	225	256,667	-256,442	101,688	1,796,667	-1,694,979	3,080,000
1736A · Memorial Drive Drainage	0	33,333	-33,333	0	233,333	-233,333	400,000
Total 7000 · Capital Expenditure	635,083	922,500	-287,417	2,927,305	6,457,500	-3,530,195	11,070,000
Total Expense	668,011	953,108	-285,097	6,700,859	10,227,110	-3,526,251	16,945,179
Net Income	-665,254	-945,805	280,551	2,999,710	-10,175,991	13,175,701	-4,333,308

ETI Bookkeeping Services

PO BOX 73109
Houston, TX 77273

Invoice

Date	Invoice #
2/1/2015	7280

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
Quarterly SEP		50.00	50.00
Couriers		154.56	154.56
<p>Don Huml: Executive Director Reviewed: <u>Don Huml</u> Date: <u>02-23-2015</u> Code: <u>6333</u> Amount: <u>\$1,154.56</u></p>			

	Total	\$1,154.56
	Payments/Credits	\$0.00
	Balance Due	\$1,154.56

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

Invoice #: 1916
Date: 2/16/2015

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 - March 2015		810.00	3/1/2015	810.00
Jan Buehler	Assist Don Huml: Download PDF of board packet (93 pg); Printed 2 sets.	0.5	65.00	1/22/2015	32.50
Jan Buehler	Assist Don Huml: Schedule/prepare Bee-Line delivery to Glenn Airola, Bradley Freels, David Hamilton, John Rickel, Zachary Hodges; confirmed.	0.5	65.00	1/23/2015	32.50
Jan Buehler	Assist Don Huml: Print 11 pg PDF x 15 sets.	0.5	65.00	1/26/2015	32.50
Reimb Group	Bee-Line Delivery Bradley Freels/Midway Companies 01.23.15		8.35	1/23/2015	8.35
	Bee-Line Delivery David Hamilton/Binkley and Barfield 01.23.15		9.22	1/23/2015	9.22
	Bee-Line Delivery Glenn Airola/Fidelis Realty Partners 01.23.15		10.66	1/23/2015	10.66
	Bee-Line Delivery John Rickel/Group 1 Automotive 01.23.15		8.35	1/23/2015	8.35
	Bee-Line Delivery Dr. Zachary Hodges/Houston Community College 01.23.15		19.28	1/23/2015	19.28
	Total Reimbursable Expenses				55.86
Photocopies black & white	Photocopies (black & white) in house Price per page	2,052	0.10	2/16/2015	205.20

Total Due \$1,168.56

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

Don Huml: Executive Director

Reviewed: Don Huml

Date: 02-20-2015

Code: 6351

Amount: \$1,168.56



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.REBUILDHOUSTON.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.

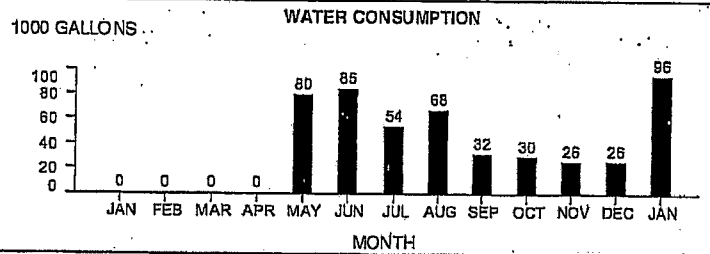
2821 CD-0 WD-12

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 401	Current Reading 497 ESTIMATED	Gallons 96,000	Read Date 01/28/2015	
Payments Received PAYMENT 12/30/2014 197.14 CR		Adjustments	Current Charges WATER 661.24		

Don Huml: Executive Director
 Reviewed: Alon Huml
 Date: 02-20-2015
 Code: 7000 - 1731A
 Amount: \$661.24

Previously Billed Amount 197.14	Total Payments 197.14 CR	Total Adjustments 0.00	Total Current Charges 661.24	Total Amount Due \$661.24
Billing Date 01/29/2015		Due Date 02/18/2015		

PROPERTY DRAINAGE CHARGE



After 02/18/2015 a 10% late fee will be assessed on all current unpaid service charges.

Your usage has been estimated this month based on your average consumption.

The W.A.T.E.R. Fund provides assistance to low income senior citizens and other low income customers who cannot afford to pay their water bills. Contributions to the W.A.T.E.R. Fund can be made by checking the box on your water bill stub and including an extra dollar with your payment. Donations can also be made online at: www.houstonwaterbills.org

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:	\$661.24
Amount Paid	
Due Date:	02/18/2015

P.O. Box 1560
 Houston, TX 77251



P4719100203144 - 944847 - 1
 MEMORIAL CITY REDEVELOPMENT AUTHORITY
 TIRZ 17
 17111 ROLLING CREEK DR STE 110
 HOUSTON TX 77090-2400

432866106011 0000066124 0000066124

ABHR

ALLEN BOONE HUMPHRIES ROBINSON LLP

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

February 16, 2015

MEMORIAL CITY REDEVELOPMENT AUTHORITY

General

Client/Matter: MEM001-01
Statement Number: 71956
Billing Attorney: Trey Lary

REMITTANCE PAGE

Fees for services posted through February 06, 2015	13,470.00
Expenses and Other Items posted through February 06, 2015	121.65
Total Amount Due:	\$13,591.65

Don Huml: Executive Director

Reviewed: Don Huml

Date: 02-20-2015

Code: 6320

Amount: \$13,591.65

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

February 16, 2015

MEMORIAL CITY REDEVELOPMENT AUTHORITY

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

Client/Matter: MEM001-01
Statement Number 71956
Billing Attorney: Trey Lary

General

Professional Fees

Fees for services posted through February 06, 2015, as follows:

<u>Date</u>	<u>Professional</u>		<u>Hours</u>
General			
01/08/15	Kristen Hogan	Travel to and attend special meeting.	3.00
01/08/15	Erin McGibbon	Prepare cover letter to send to Don Huml regarding documents for the Authority's records; Receive and respond to consultants' request for District information	0.75
01/09/15	Erin McGibbon	Receive and review District correspondence and forward or file as appropriate; Receive and respond to phone calls and emails from consultants regarding District inquiries and requests for information; Update District files in accordance with the Records Management Act	0.50
01/14/15	Kristen Hogan	Send correspondence regarding agenda items for next meeting.	0.25
01/14/15	Jessica Holoubek	Work on Board of Directors meeting agenda	0.25
01/14/15	Veronica Seguin	Draft Authority and Zone agendas; conference with District attorney regarding same	0.50
01/15/15	Jessica Holoubek	Work on Board of Directors meeting agenda	0.50
01/15/15	Veronica Seguin	Further revisions and additions to agenda.	0.25
01/16/15	Yvonne Onak	Monitor City of Houston Council agenda regarding appointment of directors to board of TIRZ.	0.25
01/18/15	Kristen Hogan	Work on minutes of previous regular and special meetings	3.00
01/19/15	Kristen Hogan	Finish drafting minutes of previous special meeting.	1.50
01/19/15	Jessica Holoubek	Work on Board of Directors meeting minutes; work on Board of Directors meeting agenda; telephone conference with Don Huml; telephone conference with Ann Givens	1.50
01/19/15	Erin McGibbon	Assist with meeting preparation	0.25
			0.50

Allen Boone Humphries Robinson LLP

February 16, 2015

01/20/15	Karen Anderson	Forward agenda for website posting; prepare correspondence and posting documents for City Hall postings; sort and distribute agenda	
01/20/15	Jessica Holoubek	Work on meeting agenda and meeting minutes; telephone conference with Don Huml; telephone conference with John Rickel; telephone conference with Gwen Tillotson; research regarding agenda setting procedures	3.25
01/20/15	Veronica Seguin	Revise and transmit draft zone and authority agendas and minutes for further review; revisions to minutes from special meeting and correspondence regarding same	0.75
01/21/15	Karen Anderson	Forward revised agenda for website posting; prepare correspondence and posting documents for City Hall postings; sort and distribute revised agenda	0.50
01/21/15	Roderick Conegie	Efile and upload documents for the district	0.50
01/21/15	Jessica Holoubek	Telephone conference with Bob Tucker; telephone conference with Ann Givens; work on agenda setting matters	1.00
01/22/15	Karen Anderson	Forward zone agenda for website posting; prepare correspondence and posting documents for City Hall postings; sort and distribute agenda	0.50
01/22/15	Sharon Cook	Review, revise and finalize minutes from the last regular Board of Directors meeting	0.25
01/22/15	Jessica Holoubek	Work on Board of Directors meeting agenda	0.75
01/22/15	Jessica Holoubek	Work on special meeting minutes	0.75
01/22/15	Trey Lary	Work on Jessica Holoubek projects and action items	0.50
01/22/15	Veronica Seguin	Review correspondence regarding upcoming meeting matters.	0.25
01/26/15	Jessica Holoubek	Prepare for Board of Directors meeting; telephone conference with Brad Freels and Don Huml; work on letters regarding termination of maintenance agreement for Kimberely and Town & Country Way	1.25
01/26/15	Trey Lary	Conference calls with Andy Icken and Jessica Holoubek regarding Board meetings, action items and potential projects	0.75
01/26/15	Erin McGibbon	Receive and review District correspondence and forward or file as appropriate; Receive and respond to phone calls and emails from consultants regarding District inquiries and requests for information; Update District files in accordance with the Records Management Act	0.50
01/26/15	Veronica Seguin	Review agenda for Board of Directors meeting and prepare District meeting file, shell minutes, and relevant documents for review and execution by Board of Directors; conference with District attorney regarding upcoming meeting matters; draft termination letters for maintenance agreements for improvements along Kimberley Lane.	2.00
01/27/15	Jessica Holoubek	Travel to, attend and follow up from Board of Directors meeting	4.50
01/27/15	Veronica Seguin	Travel time and attendance at Board of Directors meeting; conference with District attorney regarding meeting follow up items; organize District meeting file, follow up and further process documents from Board of Directors meeting; draft agenda for next regular meeting.	5.25

01/28/15	Trey Lary	Follow up from Board meeting	0.25
01/28/15	Veronica Seguin	Draft minutes of Zone meeting and Certified Agenda of Closed Session of Authority meeting	0.75
01/29/15	Jessica Holoubek	Telephone conference with Jennifer Curley	0.25
01/29/15	Beth King	Research, locate and forward requested document. Review, sort, and add documents into district records in accordance with Records Management Act and District's Records Management Policy	0.50
01/29/15	Veronica Seguin	Draft minutes from Authority meeting	1.50
01/30/15	Beth King	Review, sort, and add documents into district records in accordance with Records Management Act and District's Records Management Policy	0.25
01/30/15	Veronica Seguin	Draft agenda for special meeting	0.25
02/02/15	Jessica Holoubek	Work on Board of Directors meeting agenda	0.50
02/02/15	Veronica Seguin	Correspondence regarding special meeting agenda.	0.25
02/03/15	Jessica Holoubek	Work on agenda for special Board of Directors meeting	0.25
02/03/15	Veronica Seguin	Correspondence with Don Huml regarding special meeting agenda; correspondence and work regarding upcoming special meeting matters.	1.00
02/04/15	Carleen G. Craig	Forward agenda for February 10, 2015 meeting to City Hall for posting; distribute agenda to Directors and Consultants.	0.25
02/04/15	Janelle N. Hedges	Research and forward Agreement with Lockwood, Andrews & Newman as requested.	0.25
02/04/15	Jessica Holoubek	Work on agenda for special Board of Directors meeting; discuss City request for director information with Don Huml and follow up regarding the same	0.50
02/04/15	Veronica Seguin	Work regarding special meeting agenda; prepare for special meeting.	0.75

Total Task Hours: 43.75
Total Task Amount: \$13,470.00
Total Fees: \$13,470.00

Expenses and Other Items

Expenses and Other Items posted through February 06, 2015, as follows:

01/08/15	KH	Mileage expense	13.80
01/20/15	KH	Photocopy Charges	0.30
01/21/15	KH	Photocopy Charges	0.30
01/22/15	KH	Photocopy Charges	0.30
01/23/15		Photocopy Charges	41.85
01/23/15		Photocopy Charges	41.85
01/26/15		Photocopy Charges	0.60
01/26/15		Photocopy Charges	4.50
01/26/15		Photocopy Charges	0.90
01/27/15		Photocopy Charges	0.30
01/27/15		Photocopy Charges	0.30
01/27/15	KH	Mileage expense	13.80

01/30/15	Photocopy Charges	2.40
02/03/15	Photocopy Charges	0.45
Total Expenses and Other Items:		<u>121.65</u>

TASK FEE BREAKDOWN

	<u>Hours</u>	<u>Amount</u>
General	43.75	13,470.00

Total Fees:	\$13,470.00
Total Expenses and Other Items:	\$121.65
Total Amount Due:	<u>\$13,591.65</u>

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ALLEN BOONE HUMPHRIES ROBINSON LLP

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February 16, 2015

MEMORIAL CITY REDEVELOPMENT AUTHORITY

	Client/Matter:	MEM001-03
	Statement Number:	71957
Projects	Billing Attorney:	Trey Lary

REMITTANCE PAGE

Fees for services posted through February 06, 2015	4,216.25
Expenses and Other Items posted through February 06, 2015	0.00
Total Amount Due:	\$4,216.25

Don Huml: Executive Director

Reviewed: Don Huml

Date: 02-20-2015

Code: 7000

Amount: \$4,216.25

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

February 16, 2015

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
71957
Trey Lary

Projects

Professional Fees

Fees for services posted through February 06, 2015, as follows:

<u>Date</u>	<u>Professional</u>		<u>Hours</u>
<u>W140 Channel and Briar Brach Basin</u>			
02/06/15	Jessica Holoubek	Discuss detention pond conveyance to HCFCD with Don Huml and follow up regarding the same	0.25
			<i>Total Task Hours:</i> 0.25
			<i>Total Task Amount:</i> \$112.50
<u>Detention Basin 1735</u>			
01/05/15	Jessica Holoubek	Work on matters regarding property acquisition	0.25
02/03/15	Jessica Holoubek	Telephone conference with Muhammad Ali regarding engieneering feasibility study of detenton pond site	0.25
			<i>Total Task Hours:</i> 0.50
			<i>Total Task Amount:</i> \$225.00
<u>Lumpkin I-10 Westview - 1709</u>			
01/06/15	Jessica Holoubek	Work on property acquisition matters	0.25
01/12/15	Jessica Holoubek	Work on property acquisition matters	0.50
01/13/15	Jessica Holoubek	Work on Home Deport Temporary Construction Agreement	0.75
01/27/15	Jessica Holoubek	Work on Home Depot right of entry agreement; telephone conference with Muhammad Ali	0.50
01/28/15	Jessica Holoubek	Telephone conference with Muhammad Ali, work on property acquisition matters	0.50
01/30/15	Jessica Holoubek	Work on property conveyance matters	1.00
01/30/15	Veronica Seguin	Correspondence regarding CenterPoint easement for City of Houston for the Lumpkin Rd widening at CenterPoint's Transmission Corridor.	0.25

02/01/15	Jessica Holoubek	Work on purchase and sale agreement and temporary construction agreement for The Home Depot	1.25
02/02/15	Jessica Holoubek	Work on property acquisition matters	0.50
			<i>Total Task Hours:</i> 5.50
			<i>Total Task Amount:</i> \$2,416.25

Town & Country Blv Signalization - 1722

01/25/15	Jessica Holoubek	Follow up with Mary Buzak regarding Moody Rambin Development Agreement	0.25
01/28/15	Jessica Holoubek	Discuss cost sharing agreement with Don Huml	0.25
02/04/15	Jessica Holoubek	Work on matters regarding development agreement	0.25
02/05/15	Jessica Holoubek	Work on development agreement	1.00
02/06/15	Jessica Holoubek	Work on development agreement	1.50
			<i>Total Task Hours:</i> 3.25
			<i>Total Task Amount:</i> \$1,462.50
			Total Fees: \$4,216.25

TASK FEE BREAKDOWN

	<u>Hours</u>	<u>Amount</u>
W140 Channel and Briar Brach Basin	0.25	112.50
Detention Basin 1735	0.50	225.00
Lumpkin I-10 Westview - 1709	5.50	2,416.25
Town & Country Blv Signalization - 1722	3.25	1,462.50

Total Fees:	\$4,216.25
Total Expenses and Other Items:	\$0.00
Total Amount Due:	\$4,216.25

swa

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

Date: February 15, 2015
Invoice No: 161236
For Period: January
Project No: RHTS405
Project Manager: James Vick

Project W140 Detailed Design for Grading and Planting-Professional Design Services

WORK PERFORMED:
Prepare Planting Grading Plans
Develop Specifications
Meetings & Coordination

Professional Services from January 01, 2015 to January 31, 2015

Professional Personnel

	Hours	Rate	Amount
Principals			
Vick, James	12.00	210.00	2,520.00
Associates			
Rentrop, Rhett	4.50	139.98	629.91
Staff			
Dietrich, Garrett	2.00	79.83	159.66
Lahti, Alex	29.50	95.50	2,817.25
Ollinger, DeMera	4.00	69.98	279.92

Total Fee Due This Invoice **6,406.74**

Don Huml: Executive Director

Total this Invoice **\$6,406.74**

Reviewed: Don Huml

Date: 02-20-2015

Code: 7000-1734

Amount: \$6,406.74

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: February 15, 2015
Invoice No: 161235
For Period: January
Project No: RHTS403
Project Manager: James Vick

Project Streetscape Standards

WORK PERFORMED:

Final Draft Preparation
Meeting/Conferences/Presentations

Professional Services from January 01, 2015 to January 31, 2015

Professional Personnel

	Hours	Rate	Amount
Principals			
Vick, James	6.00	210.00	1,260.00
Total Fee Due This Invoice			1,260.00
		Total this Invoice	\$1,260.00

NOT TO EXCEED FEE

Prior Billed	\$63,712.30
Current	\$ 1,260.00
Billed to Date	\$64,972.30
% Complete	100%

Don Huml: Executive Director

Reviewed: Don Huml

Date: 02-20-2015

Code: 7000-1725

Amount: \$1,260.00

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.



**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

February 17, 2015
Invoice No: 16

Engineering services through February 13, 2015 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 from IH-10 Frontage Road to Northbrook Drive CPS	\$152,400.00	15.00%	\$129,540.00	\$ 22,860.00	\$ 15,240.00	\$ 7,620.00
CIP No. T-1709	Lumpkin Roadway Improvements from IH-10 Frontage Road to Northbrook Drive CMT	\$340,800.00	0.00%	\$340,800.00	\$ -	\$ -	\$ -
CIP No. T-1709	Lumpkin Roadway Improvements from IH-10 Frontage Road to Northbrook Drive CM&I	\$597,600.00	10.00%	\$537,840.00	\$ 59,760.00	\$ 29,880.00	\$ 29,880.00
CIP No. T-1717	Town & Country West Drainage & Mobility Improvements- Amendment to Phase II Detailed Design	\$684,400.00	50.00%	\$342,200.00	\$ 342,200.00	\$ 307,980.00	\$ 34,220.00
CIP No. T-1731B	Memorial Drive Drainage and Mobility Improvements	\$428,600.00	5.00%	\$407,166.00	\$ 21,434.00	\$ -	\$ 21,434.00
Total		\$2,203,800.00			\$ 446,254.00	\$ 353,100.00	\$ 93,154.00

CURRENT PAYMENT DUE THIS INVOICE: \$93,154.00

Don Huml: Executive Director

Reviewed: Don Huml

Date: 02-20-2015

Code: 7000

Amount: \$ 93,154.00



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

February 17, 2015

Memorial City Redevelopment Authority / TIRZ 17
8955 Katy Freeway, Suite 215
Houston, TX 77024

Attention: Mr. Don Huml

Reference: Engineering Services relating to
TIRZ 17 Redevelopment Authority
CIP T-1709, T-1717, T-1731B

Dear Mr. Huml:

Attached is the original copy of our Invoice No. 16 in the amount of \$93,154 for the above projects, which covers services through February 13, 2015.

If you have any questions, please feel free to contact me at (713) 266-6900.

Sincerely,

A handwritten signature in black ink, appearing to read 'Muhammad Ali', written over a horizontal line.


Muhammad Ali, P.E.
Project Manager

MA:jjj

Enclosures: LAN Invoice No.16

cc: File

Invoice

klotz  associates

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

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

February 23, 2015
Project No: 1111.004.000
Invoice No: 215033

TIRZ 17 North Gessner Drainage and Mobility Improvements North Gessner Road Reconstruction from IH-10 to north of Westview - Phase 2 Detailed Design
TIRZ 17 CIP No.: T-1732A

For Professional Services rendered from January 16, 2015 to February 15, 2015:

Description	Contract Amount	Percent Complete	Billed to Date	Previously Invoiced	Current Invoice
Basic Services	474,170.00	35.89	170,179.61	122,904.86	47,274.75
Additional Services	102,390.00	0.00	0.00	0.00	0.00
Sub - Contracted Engineering Services	20,000.00	0.00	0.00	0.00	0.00
Reimbursable Expenses	22,800.00	0.00	0.00	0.00	0.00
Total Fee	619,360.00		170,179.61	122,904.86	47,274.75
					47,274.75
					\$47,274.75

Recap:	Current	Previous	To-Date
Total Billings	47,274.75	122,904.86	170,179.61
Contract Amount			619,360.00
Balance			449,180.39
		Total Due This Invoice:	\$47,274.75

Don Huml: Executive Director
Reviewed: Don Huml
Date: 02-24-2015
Code: 7000-1732A
Amount: \$47,274.75

Memorial City Redevelopment Authority / TIRZ 17

North Gessner Drainage and Mobility Improvements

- IH10 (Katy Frwy) to Westview

TIRZ 17 CIP No. T-1732A

Master Agreement (07-30-13) Task Order No.4

Klotz Assoc. Job No. 1111.004.000

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

Professional Services Summary

Through 02/15/15

Invoice # 719033

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	\$474,170.00	\$474,170.00	35.89%	\$170,179.61	\$122,904.86	\$47,274.75
III. Phase III - CPS (Not Authorized)	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
SubTotal Basic Services	\$474,170.00	\$474,170.00		\$170,179.61	\$122,904.86	\$47,274.75
<u>Additional Engineering Services / SubContracted Services / Reimbursible Expenses</u>						
I. Additional Engineering Services	\$102,390.00					
1. TCPs - Traffic Control Plans		\$23,280.00	0.00%	\$0.00	\$0.00	\$0.00
2. Traffic Signals - 2 Locations (Gessner & IH10; Gessner & Westview)		\$68,010.00	0.00%	\$0.00	\$0.00	\$0.00
3. SW3P - StormWater Pollution Prevention Plans		\$11,100.00	0.00%	\$0.00	\$0.00	\$0.00
II. SubContracted Services	\$20,000.00					
1. Add'l Sub-Consultant Services		\$0.00	0.00%	\$0.00	\$0.00	\$0.00
III. Reimbursible Expenses	\$22,800.00					
1. Reimbursible Expenses		\$22,800.00	0.00%	\$0.00	\$0.00	\$0.00
SubTotal Additional Services	\$145,190.00	\$125,190.00		\$0.00	\$0.00	\$0.00
Total Professional Services Fees	\$619,360.00	\$599,360.00		\$170,179.61	\$122,904.86	\$47,274.75

Total Fees Earned this Period	\$47,274.75
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Monthly Progress Report

Project: Memorial City Redevelopment Authority / TIRZ 17
N. Gessner Drainage and Mobility Improvements – IH10 (Katy Frwy) to Westview
Ph II – Design

CIP No: T-1732A

Period: Through February 15, 2015

Job No: 1111.004.000

Prepared By: W. Edward Conger PE

Activities Completed this Period

1. Ph II Final Design - Authorization received dated 11/14/14.
 - a. Basic and Additional Services
 - 1.) Completed Review of the draft LAN Preliminary Engineering Report and Preliminary Plans for this project as well as the project documentation provided by LAN.
 - 2.) Continued to develop N. Gessner SWMM model.
 - 3.) Continued development of design plans and profiles from the survey and previous PER plans.
 - 4.) SW3P and TCP plan concepts have begun.
 - 5.) Update of concepts and coordination with Mathewson Ln project continue.
 - 6.) Begin coordination with SWA for streetscape design.
 - b. Meetings
 - 1.) Project Team Meetings as required.
 - 2.) Attended and provided project update at TIRZ Board Meeting on 01-27-15.
 - 3.) Progress Mtgs. on 01-21-15 & 02-11-15 to review project status with TIRZ Executive Director.
 - 4.) Additional meetings with TIRZ as required.
2. Ph II Sub-consultant – Need for supplemental sub-consultant services being evaluated.


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.) Complete development of N. Gessner SWMM model.
 - 3.) Klotz Associates continues development of design plans.
 - 4.) SW3P and TCP plan concepts continue.
 - 5.) Update of concepts and coordination with Mathewson Ln project continue.
- b. Meetings
- 1.) Project Team Meetings as required.
 - 2.) Additional meetings with TIRZ as required.
 - 3.) Attend and provide project update at TIRZ Board Meeting on 03-03-15.
2. Ph II Sub-consultant
- 1.) TBD

Issues and Information we are waiting to receive - None

Invoice

klotz  associates

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

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

February 23, 2015
 Project No: 1111.002.000
 Invoice No: 215028

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

For Professional Services rendered from January 16, 2015 to February 15, 2015:

Description	Contract Amount	Percent Complete	Billed to Date	Previously Invoiced	Current Invoice
Basic Services (LS)	624,155.00	91.91	573,660.85	558,618.72	15,042.13
Additional Services (T&M)	89,645.00	70.5227	63,220.08	62,397.90	822.18
Total Fee	713,800.00		636,880.93	621,016.62	15,864.31
					15,864.31
					\$15,864.31
					0.00

Recap:	Current	Previous	To-Date
Total Billings	15,864.31	621,016.62	636,880.93
Contract Amount			713,800.00
Balance			76,919.07

Total Due This Invoice: \$15,864.31

Don Huml: Executive Director
 Reviewed: Don Huml
 Date: 02-24-2015
 Code: 7000 - 1734A
 Amount: \$ 15,864.31

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

Professional Services Summary
 Through 02/15/15
 Invoice # 215028

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	91.91%	\$573,660.85	\$558,618.72	\$15,042.13
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		\$573,660.85	\$558,618.72	\$15,042.13
<u>Additional Engineering Services / SubContracted Services / Reimbursible Expenses</u>						
I. Additional Engineering Services	\$35,820.00					
1. TCPs - Traffic Control Plans		\$23,280.00	91.80%	\$21,372.18	\$20,550.00	\$822.18
2. SW3P - StormWater Pollution Prevention Plans		\$12,540.00	98.44%	\$12,345.00	\$12,345.00	\$0.00
II. SubContracted Services	\$29,502.90					
1. Add'l Topo. Survey		\$29,502.90	100.00%	\$29,502.90	\$29,502.90	\$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		\$63,220.08	\$62,397.90	\$822.18
Total Professional Services Fees	\$713,800.00	\$713,800.00		\$636,880.93	\$621,016.62	\$15,864.31

Total Fees Earned this Period	\$15,864.31
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Additional Services Detail
 Through 02/15/15
 Invoice # 115023

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	N.Weiershausen		6.00	\$137.03	\$822.18
SubTotal MH			6.00		\$822.18
SubTotal					\$822.18
				Max Fee Limit	\$2,730.00

Monthly Progress Report

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

CIP No: T-1734A

Period: Through February 15, 2015

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.) Review of the project documentation provided by LAN complete.
 - 2.) Refinement of Briar Branch SWMM model complete.
 - 3.) Drainage Impact Study final report complete and submitted to HCFCD on 12-18-14. Coordination with HCFCD continues.
 - 4.) Draft Plans (90%) and Drainage Impact Study final report submitted to TIRZ 17 on 12-19-14.
 - 5.) Continue refinement of construction documents and plans.
 - b. Meetings
 - 1.) Project Team Meetings as required.
 - 2.) Additional meetings with TIRZ, LAN and SWA as required.
 - 3.) Progress Mtg. 01-21-15 to review project status with TIRZ Executive Director.
 - 4.) Attend and provided project update at TIRZ Board Meeting on 01-27-15.
2. Ph II Sub-consultant (Survey - Kuo & Associates) - Additional survey complete.

Activities Planned for Next Period

1. Ph II Final Design.
 - a. Basic and Additional Services
 - 1.) Drainage Impact Report to be submitted to HCFCD on 12-18-14 under HCFCD review. Plans will be submitted to HCFCD upon approval of Drainage Impact report by HCFCD.


- 2.) Monitor HCFCD review and respond to comments and questions from HCFCD and TIRZ.

b. Meetings

- 1.) Project Team Meetings as required.
 - 2.) Additional meetings with TIRZ, LAN and SWA as required.
 - 3.) Attend and provide project update at TIRZ Board Meeting on 03-03-15.
2. Ph II Sub-consultant (Survey – Kuo & Associates)
 - 1.) Kuo additional survey work complete.

Issues and Information we are waiting to receive - None

Invoice

klotz  associates

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

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

February 23, 2015
Project No: 1111.002.001
Invoice No: 215032

TIRZ 17 Memorial City Redevelopment Authority Bunker Hill Bridge and Briar Branch Related Flood Mitigation (Straws)
TIRZ 17 CIP No. T-1734B
HCFCU Unit W140-01-00

For Professional Services rendered from January 16, 2015 to February 15, 2015:

Description	Contract Amount	Percent Complete	Billed to Date	Previously Invoiced	Current Invoice
Basic Services:					
Task#1 Preliminary Engineering	117,995.00	35.32	41,675.83	22,430.85	19,244.98
Task#2 BunkerHill Rd Feasibility Assess.	16,900.00	35.00	5,915.00	0.00	5,915.00
SubContracted Services:					
Additional Topographic Survey (Kuo)	21,600.00	0.00	0.00	0.00	0.00
Reimbursable Expenses:					
Reimbursable Expenses	250.00	0.00	0.00	0.00	0.00
Total Fee	156,745.00		47,590.83	22,430.85	25,159.98
					25,159.98
					\$25,159.98

Recap:	Current	Previous	To-Date
Total Billings	25,159.98	22,430.85	47,590.83
Don Huml, Executive Director			156,745.00
Balance			109,154.17

Reviewed: Don Huml
Date: 02-24-2015
Code: 7000 - T-1734B
Amount: \$25,159.98

Total Due This Invoice: \$25,159.98

Memorial City Redevelopment Authority / TIRZ 17

**Bunker Hill Bridge and Related Flood Mitigation
(Briar Branch 'Straws')**
TIRZ 17 CIP No. T-1734B
Master Agreement (07-30-13)
Klotz Assoc. Job No. 1111.002.001

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

Professional Services Summary
Through 02/15/15
Invoice # 116001

Task	Contract Budget Fees	Authorized Amounts	Percent Complete %	Budget Amount Earned	Previously Billed	Earned This Period
<u>Basic Services</u>						
Task#1 - Preliminary Engineering Report	\$117,995.00	\$117,995.00	35.32%	\$41,675.83	\$22,430.85	\$19,244.98
Task#2 - Bunker Hill Road Feasibility Assessment	\$16,900.00	\$16,900.00	35.00%	\$5,915.00	\$0.00	\$5,915.00
SubTotal Basic Services	\$134,895.00	\$134,895.00		\$47,590.83	\$22,430.85	\$25,159.98
<u>SubContracted Services / Reimbursable Expenses</u>						
I. SubContracted Services	\$21,600.00					
1. Add'l Topo. Survey (Kuo & Assoc.)		\$21,600.00	0.00%	\$0.00	\$0.00	\$0.00
III. Reimbursable Expenses	\$250.00					
1. Reimbursable Expenses		\$250.00	0.00%	\$0.00	\$0.00	\$0.00
SubTotal Additional Services	\$21,850.00	\$21,850.00		\$0.00	\$0.00	\$0.00
Total Professional Services Fees	\$156,745.00	\$156,745.00		\$47,590.83	\$22,430.85	\$25,159.98

Total Fees Earned this Period	\$25,159.98
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Monthly Progress Report

Project: Memorial City Redevelopment Authority / TIRZ 17
Bunker Hill Bridge and Related Flood Mitigation
(Briar Branch 'Straws')

CIP No: T-1734B

Period: Through February 15, 2015

Job No: 1111.002.001

Prepared By: W. Edward Conger PE

Activities Completed this Period

1. Basic Services - Authorization received dated 11/14/14.
 - a. Task#1 – Preliminary Engineering Report
 - 1.) Project Management and Coordination – Project KO and survey subcontract complete.
 - 2.) Data Collection - continues.
 - 3.) Modeling - Refinement of Briar Branch SWMM model to detail 'straws' and Bunker Hill Bridge continues.
 - 4.) Report and recommendations begun.
 - 5.) Preliminary Design (30%) begun.
 - b. Bunker Hill Road Feasibility Assessment begun.
 - c. Meetings
 - 1.) Project Team Meetings as required.
 - 2.) Attended and provided project update at TIRZ Board Meeting on 01-27-15.
 - 3.) Progress Mtg. 01-21-15 to review project status with TIRZ Executive Director.
 - 4.) Additional meetings with TIRZ 17 as required.
2. Sub-consultant (Survey – Kuo & Associates) – Additional survey continues.

Activities Planned for Next Period

1. Basic Services - Authorization received dated 11/14/14.
 - a. Task#1 – Preliminary Engineering Report
 - 1.) Project Management and Coordination – continues.
 - 2.) Data Collection - continues.
 - 3.) Modeling - Refinement of Briar Branch SWMM model to detail 'straws' and Bunker Hill Bridge continues.

- 4.) Report and recommendations – Report continues.
- 5.) Preliminary Design (30%) – continues.
- b. Bunker Hill Road Feasibility Assessment.
- c. Meetings
 - 1.) Project Team Meetings as required.
 - 2.) Attend and provide project update at TIRZ Board Meeting on 03-03-15
 - 3.) Additional meetings with TIRZ 17 as required.
2. Sub-consultant (Survey – Kuo & Associates) – Additional survey continues.

Issues and Information we are waiting to receive - None



MEMORIAL CITY REDEVELOPMENT AUTHORITY
Tax Increment Reinvestment Zone No. 17

Estimate No. : 1
 Cut Off Date : 01/31/15
 Estimate Date : 02/18/15

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

Project Name : Lumpkin Road Reconstruction and Drainage Improvements
 Contractor Name : SER Construction Partners, LLC
 Address : 3636 Pasadena Blvd.
 Pasadena, TX 77503

WBS No. : N-T17000-0012-3

Contract Date : 12/11/2014
 Start Date : 1/5/2015
 Current Contract Completion Date : 4/14/2016
 Substantial Completion Date :
 Percentage By Time : 5.81% In Place : 3.44%
 Date Insurance Exp. : 6/8/2015 Drug Policy Due Date: N/A Current M/SBE : 0.0/0.0% Schedule Update Received : 1/15/2015

CONTRACT TIME IN CALENDAR DAYS
 Original Contract Time : 465
 Approved Extensions : 0
 Total Contract Time : 465
 Days Used to Date : 27
 Days Remaining to Date : 438

CONTRACT AMOUNT TO DATE :

1. Original Contract Amount \$11,142,521.40

2. Approved Change Orders

No	Date	Ext.Days	Amount
1	01/22/2015		\$2,355,471.80

Total Approved Extensions 0 Total Change Orders to Date \$2,355,471.80

3. Approved Work Change Directives

No	Date		Amount

Total Pending Work Change Directives to Date \$0.00

TOTAL CONTRACT AMOUNT (excludes WCDs) \$13,497,993.20

A. EARNINGS TO DATE

1. Work Completed to Date 4.17% Complete \$464,995.88
 2. Material Stored on Site \$ 0.00
 3. Material Stored in Place \$ 0.00
 4. Balance-Materials Accepted Not in Place \$ 0.00 @ 85% \$0.00
 5. Work Change Directives - In Place \$0.00

TOTAL EARNINGS TO DATE \$464,995.88

B. DEDUCTIONS

1. Retainage 5% Of \$464,995.88 \$23,249.79
 2. Retainage Release 0% Of \$464,995.88 \$0.00
 3. Total Retainage \$23,249.79
 4. Liquidated Damages 0.00 Days @ \$5,000.00 \$0.00
 5. Assessments \$0.00
 6. Inspector Overtime Costs \$0.00

TOTAL DEDUCTIONS \$23,249.79

C. AMOUNT DUE THIS PERIOD

1. Total Earnings to Date \$464,995.88
 2. Total Deductions \$23,249.79
 3. Total Payments Due \$441,746.09
 4. Less Previous Payments \$0.00
 5. Restoration Adjustment \$0.00

TOTAL AMOUNT DUE CONTRACTOR THIS DATE \$441,746.09

BALANCE REMAINING \$10,677,525.52

Prepared By

Richard L Butler
 Richard L Butler

Reviewed By

Muhammad Ali, P.E.
 Muhammad Ali, P.E. 2/18/2015
 Date

Approved By:

Don Huml 02/20/2015
 Don Huml, TIRZ17 Executive Director Date

Owner:
Memorial City Redevelopment Authority
2925 Briar Park Dr.
Houston, Texas 77042
Harris

Contractor:
SER Construction Partners, LLC
3636 Pasadena Blvd
Pasadena, Texas 77503
Harris

Contract # WBS No. N-T17000-0012-3
Lumpkin Road Reconstruction and Drainage Improvements

Item No.	Spec Ref	Base Unit/Short Title	Unit of Measure	Estimated Quantity	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Current	Amount	Amount to Date
Base Bid General Items											
1	01502	Mobilization	LS	1	\$300,000.00	\$300,000.00	0	0.5	0.50	\$150,000.00	\$150,000.00
2	01555	Traffic Control and Regulations	LS	1	\$250,000.00	\$250,000.00	0	0.25	0.25	\$62,500.00	\$62,500.00
3	01555S	Uniformed Police Officers	HR	3185	\$30.00	\$95,550.00	0	278.2125	278.21	\$8,346.38	\$8,346.38
4	01555S	Portable Concrete Low Profile Traffic Barrier Install	LF	2570	\$29.00	\$74,530.00	0	640	640.00	\$18,560.00	\$18,560.00
5	01555S	Portable Concrete Low Profile Traffic Barrier Move and Reset	LF	2570	\$10.60	\$27,242.00	0	0	0.00	\$0.00	\$0.00
6	01555S	Portable Concrete Low Profile Traffic Barrier Remove	LF	2570	\$5.30	\$13,621.00	0	0	0.00	\$0.00	\$0.00
7	01562	Tree and Plant Protection	LS	1	\$6,450.00	\$6,450.00	0	1	1.00	\$6,450.00	\$6,450.00
8	01570	Inlet Protection Barrier	LF	500	\$14.70	\$7,350.00	0	240	240.00	\$3,528.00	\$3,528.00
9	02922	Sodding	SY	3100	\$4.00	\$12,400.00	0	0	0.00	\$0.00	\$0.00
10	01570	Filter Fabric Fence	LF	5000	\$2.10	\$10,500.00	0	0	0.00	\$0.00	\$0.00
11	02082	Type-C Manhole on Box Sewer Complete in Place	EA	17	\$3,000.00	\$51,000.00	0	0	0.00	\$0.00	\$0.00
12	02082	Type C Manholes	EA	2	\$4,000.00	\$8,000.00	0	0	0.00	\$0.00	\$0.00
HCFCO											
02120/02241/0											
13	2314	Excavation and Off-Site Disposal	CY	29673	\$20.00	\$593,460.00	0	0	0.00	\$0.00	\$0.00
14	02200	Chain Link Fence	LF	1869	\$30.00	\$56,070.00	0	0	0.00	\$0.00	\$0.00
15	02200	30-foot Sliding Gate	EA	1	\$2,400.00	\$2,400.00	0	0	0.00	\$0.00	\$0.00
16	02221	Remove and Dispose of 18-Inch Diameter Storm Sewer	LF	750	\$20.60	\$15,450.00	0	0	0.00	\$0.00	\$0.00
17	02221	Remove and Dispose of 24-Inch Diameter Storm Sewer	LF	132	\$21.80	\$2,877.60	0	0	0.00	\$0.00	\$0.00
18	02221	Remove and Dispose of 30-Inch Diameter Storm Sewer	LF	748	\$25.30	\$18,924.40	0	0	0.00	\$0.00	\$0.00
19	02221	Remove and Dispose of 36-Inch Diameter Storm Sewer	LF	174	\$28.90	\$5,028.60	0	0	0.00	\$0.00	\$0.00
20	02221	Remove and Dispose of Existing Inlets, All Types	EA	13	\$324.00	\$4,212.00	0	0	0.00	\$0.00	\$0.00
21	02221	Remove and Dispose of Existing Manholes, All Types	EA	1	\$324.00	\$324.00	0	0	0.00	\$0.00	\$0.00
22	02221	Remove and Dispose of Existing Junction Box, All Types	EA	3	\$735.00	\$2,205.00	0	0	0.00	\$0.00	\$0.00
23	02221	Remove and Dispose of Existing 7-foot x 4-foot Box Culverts	LF	126	\$46.70	\$5,884.20	0	0	0.00	\$0.00	\$0.00
24	02221	Remove and Dispose of Existing 7-foot x 5-foot Box Culverts	LF	573	\$49.10	\$28,134.30	0	0	0.00	\$0.00	\$0.00
25	02221	Remove Existing Storm Sewer Leads	LF	72	\$26.40	\$1,900.80	0	0	0.00	\$0.00	\$0.00
26	02221	Remove and Dispose of Concrete (Pilot Channel)	SY	865	\$13.00	\$11,245.00	0	0	0.00	\$0.00	\$0.00
27	02221	Remove and Dispose of Backslope Interceptor Structure	EA	2	\$441.00	\$882.00	0	0	0.00	\$0.00	\$0.00
28	02221	Clearing and Grubbing (Includes Fence Removal)	AC	3	\$15,000.00	\$45,000.00	0	0	0.00	\$0.00	\$0.00
29	HCFCO 02241	Care and Control of Water	LS	1	\$6,000.00	\$6,000.00	0	0	0.00	\$0.00	\$0.00
30	02260	Trench Safety System	LF	2424	\$1.20	\$2,908.80	0	0	0.00	\$0.00	\$0.00
31	02540	Storm Sewer Rehad Inside Joint Repair	EA	30	\$1,200.00	\$36,000.00	0	0	0.00	\$0.00	\$0.00
32	05321	Cement Stabilized Sand, 100 PSI (Westview Basin Only)	TON	7871	\$30.40	\$239,278.40	0	0	0.00	\$0.00	\$0.00
33	HCFCO 02315	Select Fill (Embankment)	CY	3410	\$30.90	\$105,369.00	0	0	0.00	\$0.00	\$0.00
34	HCFCO 02361	Reinforced Filter Fabric Fence	LF	1850	\$2.10	\$3,885.00	0	0	0.00	\$0.00	\$0.00
35	HCFCO 02364	Rock Filter Dam (Type 3)	LF	150	\$41.40	\$6,210.00	0	0	0.00	\$0.00	\$0.00
36	HCFCO 02365	Stabilized Construction Entrance / Exit	SY	422	\$24.90	\$10,507.80	0	0	0.00	\$0.00	\$0.00
37	HCFCO 02376	5-inch Concrete Slope Paving	SY	1265	\$60.00	\$75,900.00	0	0	0.00	\$0.00	\$0.00
38	HCFCO 02376	Backslope Interceptor Structure	EA	3	\$1,100.00	\$3,300.00	0	0	0.00	\$0.00	\$0.00
39	02611	24-inch HDPE Storm Sewer by Open Cut Complete in Place	LF	275	\$127.00	\$34,925.00	0	0	0.00	\$0.00	\$0.00
40	02611	24-inch Diameter Storm Sewer by Open Cut Complete in Place	LF	429	\$127.10	\$54,525.90	0	0	0.00	\$0.00	\$0.00
41	02611	30-inch Diameter Storm Sewer by Open Cut Complete in Place	LF	40	\$182.20	\$7,288.00	0	0	0.00	\$0.00	\$0.00
42	02611	33-inch Diameter Storm Sewer by Open Cut Complete in Place	LF	15	\$204.70	\$3,070.50	0	0	0.00	\$0.00	\$0.00
43	02611	36-inch Diameter Storm Sewer by Open Cut Complete in Place	LF	89	\$184.30	\$16,402.70	0	0	0.00	\$0.00	\$0.00
44	02631	Precast 8-foot X 8-foot Storm Sewer by Open Cut Complete in Place	LF	2542	\$980.00	\$2,491,160.00	0	0	0.00	\$0.00	\$0.00
45	02631	Precast 10-foot X 6-foot Storm Sewer by Open Cut Complete in Place	LF	769	\$1,200.00	\$922,800.00	0	0	0.00	\$0.00	\$0.00

SER Construction Partners, Inc.
 Contract # WBS No. N-117000-0012-3
 Lumpkin Road Reconstruction and Drainage Improvements

Owner:
 Memorial City Redevelopment Authority
 2925 Briar Park Dr.
 Houston, Texas 77042
 Harris

Contractor:
 SER Construction Partners, LLC
 3636 Pasadena Blvd
 Pasadena, Texas 77503
 Harris

Item No.	Spec. Ref	Base Unit-Short Title	Unit of Measure	Estimated Quantity	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Current	Amount to Date
46	02631	Precast 10-foot X 5-foot Storm Sewer by Open Cut Complete in Place	LF	61	\$750.00	\$45,750.00	0	0	0.00	\$0.00
47	02631	Precast 8-foot X 5-foot Storm Sewer by Open Cut Complete in Place	LF	37	\$600.00	\$22,200.00	0	0	0.00	\$0.00
48	02631	Precast 7-foot X 4-foot Storm Sewer by Open Cut Complete in Place	LF	81	\$600.00	\$48,600.00	0	0	0.00	\$0.00
49	02631	Precast 9-foot X 5-foot Storm Sewer by Open Cut Complete in Place	LF	66	\$700.00	\$46,200.00	0	0	0.00	\$0.00
50	02631	Precast 4-foot X 4-foot Storm Sewer by Open Cut Complete in Place	LF	40	\$350.00	\$14,000.00	0	0	0.00	\$0.00
51	02631	Precast 8-foot X 8-foot Storm Sewer Cap (W/24-inch Outlet) by Open Cut Complete in Place	EA	2	\$4,000.00	\$8,000.00	0	0	0.00	\$0.00
52	02631	Precast 7-foot X 5-foot Storm Sewer End Cap	EA	1	\$2,400.00	\$2,400.00	0	0	0.00	\$0.00
53	02632	Type PW Headwall (TXDOT Item 466)	EA	6	\$19,000.00	\$114,000.00	0	0	0.00	\$0.00
54	02632 / 02633	Junction Box With Riser	EA	8	\$2,518.50	\$20,148.00	0	0	0.00	\$0.00
55	02633	Type A Inlet	EA	1	\$3,069.00	\$3,069.00	0	0	0.00	\$0.00
56	02633	Type C1 Inlet with Extension	EA	15	\$2,505.00	\$37,575.00	0	0	0.00	\$0.00
57	02633	Type BB Inlet	EA	3	\$2,680.50	\$8,041.50	0	0	0.00	\$0.00
58	02633	Type E Inlet	EA	316	\$144.00	\$45,504.00	0	0	0.00	\$0.00
59	02670	28-inch (9-inch o/s) Modular Block	SF	22320	\$54.90	\$1,225,368.00	0	0	0.00	\$0.00
60	02670	Modular Block Wall (Complete) (block, Granular Backfill)	SY	1235	\$51.20	\$63,232.00	0	0	0.00	\$0.00
61	02751	7-inch Concrete Pavement	SY	1318	\$10.70	\$14,102.60	0	0	0.00	\$0.00
62	02751	6-inch Cement Stabilized Base (TXDOT)	SF	750	\$7.20	\$5,400.00	0	0	0.00	\$0.00
63	02754	7-inch High Early Strength Concrete Driveways, including excavation and base	LF	478	\$28.90	\$13,814.20	0	0	0.00	\$0.00
64	02771	Concrete Curb (All Heights)	SY	12569	\$5.50	\$69,129.50	0	0	0.00	\$0.00
65	HCFC02911	Furnishing and Placing 8-inch Topsoil	SY	8854	\$4.00	\$35,416.00	0	0	0.00	\$0.00
66	02922	Inlet Protection Sodding	SY	8854	\$4.00	\$35,416.00	0	0	0.00	\$0.00
67	02922	Sodding	CY	221	\$410.40	\$90,698.40	0	0	0.00	\$0.00
68	HCFC03310	Concrete Mow Strip (5-inches)	LF	550	\$53.30	\$29,315.00	0	0	0.00	\$0.00
69	HCFC03310	8-foot Wide Concrete Pilot Channel	LF	550	\$53.30	\$29,315.00	0	0	0.00	\$0.00
70	HCFC03310	6-foot Wide Concrete Pilot Channel	LF	292	\$39.80	\$11,621.60	0	0	0.00	\$0.00
Base Bid Water										
71	02082	3-inch A/VR Valve Assembly with Service Manhole	EA	2	\$5,614.80	\$11,229.60	0	0	0.00	\$0.00
72	02221	Remove and Dispose of Existing Water Line Manholes, All Types	EA	2	\$264.00	\$528.00	0	0	0.00	\$0.00
73	02221	Remove and Dispose of 36-inch Diameter Water Line, All Types of Material	LF	206	\$43.40	\$8,940.40	0	0	0.00	\$0.00
74	02221	Remove and Dispose of 48-inch Diameter Water Line, All Types of Material	LF	210	\$50.50	\$10,605.00	0	0	0.00	\$0.00
75	02511	12-inch Water Line by Trenchless	LF	56	\$258.70	\$14,487.20	0	0	0.00	\$0.00
76	02511	12-inch Water Line in 20-inch Casing	LF	18	\$317.50	\$5,715.00	0	0	0.00	\$0.00
77	02511	8-inch Water Line by Trenchless	LF	2094	\$55.00	\$115,170.00	0	170	170.00	\$9,350.00
78	02511	8-inch Water Line with Restrained Joints	LF	179	\$163.20	\$29,212.80	0	0	0.00	\$0.00
79	02511	8-inch Water Line DIP Press CL 350	LF	60	\$123.80	\$7,398.00	0	0	0.00	\$0.00
80	02511	36-inch Water Line	LF	206	\$398.80	\$82,152.80	0	0	0.00	\$0.00
81	02511	48-inch Water Line	LF	210	\$538.40	\$113,064.00	0	0	0.00	\$0.00
82	02512	5/8-inch to 1-inch Copper Service Connection, Short Side	EA	1	\$1,090.20	\$1,090.20	0	0	0.00	\$0.00
83	02512	1.5-inch to 2-inch Copper Service Connection, Short Side	EA	6	\$1,360.50	\$8,163.00	0	0	0.00	\$0.00
84	02512	1.5-inch to 2-inch Copper Service Connection, Long Side	EA	5	\$2,059.50	\$10,297.50	0	0	0.00	\$0.00
85	02513	4-inch Wet Connection	EA	1	\$985.80	\$985.80	0	0	0.00	\$0.00
86	02516	4-inch Cut, Plug and Abandon	EA	1	\$176.70	\$176.70	0	0	0.00	\$0.00
87	02513	6-inch Wet Connection	EA	1	\$1,586.30	\$1,586.30	0	0	0.00	\$0.00
88	02516	6-inch Cut, Plug and Abandon	EA	1	\$238.20	\$238.20	0	0	0.00	\$0.00
89	02513	8-inch Wet Connection	EA	4	\$1,089.00	\$4,356.00	0	0	0.00	\$0.00
90	02516	8-inch Cut, Plug and Abandon	EA	5	\$202.50	\$1,012.50	0	0	0.00	\$0.00
91	02513	12-inch Wet Connection	EA	1	\$1,199.20	\$1,199.20	0	0	0.00	\$0.00
92	02516	12-inch Cut, Plug and Abandon	EA	1	\$500.30	\$500.30	0	0	0.00	\$0.00
93	02520	Fire Hydrant Assembly with 6-inch Gate Valve	EA	9	\$3,821.10	\$34,389.90	0	0	0.00	\$0.00

SER Construction Partners, Inc.
 Contract # WBS No. N-T17000-0012-3
 Lumpkin Road Reconstruction and Drainage Improvements

Owner:
 Memorial City Redevelopment Authority
 2925 Briar Park Dr.
 Houston, Texas 77042
 Harris

Contractor:
 SER Construction Partners, LLC
 3636 Pasadena Blvd
 Pasadena, Texas 77503
 Harris

Item No.	Spec Ref	Base Unit Short Title	Unit of Measure	Estimated Quantity	Contract Unit Price	Contract Amount	Previous		Current		Quantities to Current		Amount to Date
							Quantities	Amount	Quantities	Amount	Quantities	Amount	
94	02520	6-inch FH/Lead (Open Cut)	LF	98	\$47.50	\$4,655.00	0	0	0	0.00	0.00	\$0.00	\$0.00
95	02520	Remove and Salvage Existing Fire Hydrant	EA	7	\$264.00	\$1,848.00	0	0	0	0.00	0.00	\$0.00	\$0.00
96	02525	21-inch X 8-inch TS&V	EA	1	\$3,174.00	\$3,174.00	0	0	0	0.00	0.00	\$0.00	\$0.00
Base Bid Sanitary													
97	02082	Precast Standard Sanitary Manhole	EA	2	\$2,542.50	\$5,085.00	0	0	0	0.00	0.00	\$0.00	\$0.00
98	02082	Precast Standard Drop Sanitary Manhole	EA	1	\$2,642.10	\$2,642.10	0	0	0	0.00	0.00	\$0.00	\$0.00
99	02531	18-inch Sanitary Sewer	LF	138	\$164.60	\$22,714.80	0	0	0	0.00	0.00	\$0.00	\$0.00
100	02531	4-inch Sanitary Sewer	LF	15	\$982.50	\$14,737.50	0	0	0	0.00	0.00	\$0.00	\$0.00
101	02531	4-inch Sanitary Sewer Force Main	LF	34	\$52.80	\$1,795.20	0	0	0	0.00	0.00	\$0.00	\$0.00
Base Bid Paving													
102	02741	Temporary Asphalt	SY	1255	\$105.70	\$132,653.50	0	1491.52	1,491.52	\$157,653.66	\$157,653.66	\$157,653.66	\$157,653.66
103	02319	Filling of Ditch (Temporary TCP)	CY	750	\$16.50	\$12,375.00	0	355.56	355.56	\$5,866.74	\$5,866.74	\$5,866.74	\$5,866.74
104	02221	Remove and Dispose of Asphalt Concrete Pavement	SY	8971	\$5.90	\$52,928.90	0	2322.22	2,322.22	\$13,701.10	\$13,701.10	\$13,701.10	\$13,701.10
105	02221	Remove and Dispose of Reinforced Concrete Pavement with or without Asphalt Overlay	SY	639	\$5.90	\$3,770.10	0	0	0	0.00	0.00	\$0.00	\$0.00
106	02221	Remove and Dispose of Driveways (All Materials, All Thickness)	SY	1721	\$6.50	\$11,186.50	0	0	0	0.00	0.00	\$0.00	\$0.00
107	02221	Remove and Dispose of Sidewalks (All Materials, All Thickness)	SY	72	\$8.20	\$590.40	0	0	0	0.00	0.00	\$0.00	\$0.00
108	02315	Roadway Excavation	CY	15700	\$23.30	\$365,810.00	0	0	0	0.00	0.00	\$0.00	\$0.00
109	02221	Remove Concrete Curb all Heights	LF	1000	\$1.30	\$1,300.00	0	0	0	0.00	0.00	\$0.00	\$0.00
110	02771	Concrete Curb (All Heights)	LF	5300	\$3.00	\$15,900.00	0	0	0	0.00	0.00	\$0.00	\$0.00
111	02771	Concrete Curb (Tee Wall 0" to 18")	LF	700	\$14.00	\$9,800.00	0	0	0	0.00	0.00	\$0.00	\$0.00
112	02337	Lime/Fly-Ash Stabilized Subgrade, 6-inch	SY	13403	\$4.10	\$54,952.30	0	0	0	0.00	0.00	\$0.00	\$0.00
113	02337	Lime for Lime Stabilization	TON	200	\$180.00	\$36,000.00	0	0	0	0.00	0.00	\$0.00	\$0.00
114	02754	7-inch High Early Strength Concrete Driveways, including excavation and base	SF	8499	\$6.60	\$56,093.40	0	0	0	0.00	0.00	\$0.00	\$0.00
115	02751	8-inch Reinforced Concrete Pavement (High Early Strength)	SY	12095	\$64.20	\$776,499.00	0	0	0	0.00	0.00	\$0.00	\$0.00
116	TXDOT 360	10-inch Continuously Reinforced Concrete Pavement (TXDOT) (High Early Strength)	SY	370	\$66.50	\$24,605.00	0	0	0	0.00	0.00	\$0.00	\$0.00
117	TXDOT 360	6-inch Cement Stabilized Base (TXDOT)	SY	370	\$19.60	\$7,252.00	0	0	0	0.00	0.00	\$0.00	\$0.00
118	TXDOT 360	6-inch Lime Treated Subgrade (TXDOT)	SY	370	\$4.10	\$1,517.00	0	0	0	0.00	0.00	\$0.00	\$0.00
119	02752	Board Expansion Joint with Load Transfer Device	LF	1362	\$8.90	\$12,121.80	0	0	0	0.00	0.00	\$0.00	\$0.00
120	02752	Horizontal Dowels, All Lengths	EA	28	\$10.60	\$296.80	0	0	0	0.00	0.00	\$0.00	\$0.00
121	02752	Saw-Cut Concrete Pavement (All Depths)	LF	265	\$12.00	\$3,180.00	0	0	0	0.00	0.00	\$0.00	\$0.00
122	321413	ADA Accessible Wheelchair Ramps	EA	6	\$1,119.00	\$6,714.00	0	0	0	0.00	0.00	\$0.00	\$0.00
123	321413	ADA Dectable Warning Pavers	SY	49	\$120.00	\$5,880.00	0	0	0	0.00	0.00	\$0.00	\$0.00
124	02775	4.5-inch Thick Concrete Sidewalks	SF	23460	\$6.20	\$145,452.00	0	0	0	0.00	0.00	\$0.00	\$0.00
125	02319	Borrow	CY	1860	\$18.40	\$34,224.00	0	0	0	0.00	0.00	\$0.00	\$0.00
Base Bid Landscape / Architectural													
126	02950	Bed Preparation	SF	1350	\$12.00	\$16,200.00	0	0	0	0.00	0.00	\$0.00	\$0.00
127	02950	Shade Trees (Lumpkin Road Basic Amenities)	EA	49	\$720.00	\$35,280.00	0	0	0	0.00	0.00	\$0.00	\$0.00
128	02950	Low Flowering Tree	EA	54	\$690.00	\$37,260.00	0	0	0	0.00	0.00	\$0.00	\$0.00
129	02810	Irrigation	SF	60000	\$1.40	\$84,000.00	0	0	0	0.00	0.00	\$0.00	\$0.00
130	02780	Sidewalk Concrete Accent Pavers	SF	4795	\$18.00	\$86,310.00	0	0	0	0.00	0.00	\$0.00	\$0.00
131	02751	Gathering Areas	SF	2000	\$60.00	\$120,000.00	0	0	0	0.00	0.00	\$0.00	\$0.00
132	02870	Benches	EA	2	\$1,731.00	\$3,462.00	0	0	0	0.00	0.00	\$0.00	\$0.00
133	02870	Bike Racks	EA	3	\$1,251.00	\$3,753.00	0	0	0	0.00	0.00	\$0.00	\$0.00
134	02780	Trash Receptacles	EA	1	\$1,030.50	\$1,030.50	0	0	0	0.00	0.00	\$0.00	\$0.00
135	DWG	Lighting	EA	29	\$7,020.00	\$203,580.00	0	0	0	0.00	0.00	\$0.00	\$0.00
136	DWG	Electrical Services	EA	1	\$79,200.00	\$79,200.00	0	0	0	0.00	0.00	\$0.00	\$0.00
Base Bid Signal Design and Interconnect													
137	02465	Drill Shaft (Traffic Signal Pole) (24-inch)	LF	24	\$216.00	\$5,184.00	0	0	0	0.00	0.00	\$0.00	\$0.00
138	02465	Drill Shaft (Traffic Signal Pole) (30-inch)	LF	64	\$240.00	\$15,360.00	0	0	0	0.00	0.00	\$0.00	\$0.00

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Item No.	Spec Ref	Base Unit-Short Title	Unit of Measure	Estimated Quantity	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Current	Amount	Date	Amount to Date
139	02580	35-foot Traffic Signal Pole	EA	2	\$6,600.00	\$13,200.00	0	0	0.00	\$0.00	\$0.00	\$0.00
140	02580	40-foot Traffic Signal Pole	EA	2	\$10,440.00	\$20,880.00	0	0	0.00	\$0.00	\$0.00	\$0.00
141	02582	PED Pole Assembly	EA	2	\$1,440.00	\$2,880.00	0	0	0.00	\$0.00	\$0.00	\$0.00
142	02582	Push Button Pole Assembly	EA	2	\$600.00	\$1,200.00	0	0	0.00	\$0.00	\$0.00	\$0.00
143	02893	Traffic Signal Construction	EA	1	\$4,200.00	\$4,200.00	0	0	0.00	\$0.00	\$0.00	\$0.00
144	02893	Temporary Traffic Signals	EA	1	\$25,200.00	\$25,200.00	0	1	1.00	\$25,200.00	\$25,200.00	\$25,200.00
145	02893	Removal of Concrete Foundations	EA	4	\$840.00	\$3,360.00	0	2	2.00	\$1,680.00	\$1,680.00	\$1,680.00
146	02893	Remove Traffic Signal Pole Assembly	EA	4	\$540.00	\$2,160.00	0	4	4.00	\$1,600.00	\$2,160.00	\$2,160.00
147	02893	Electrical Service (UL TYPE 3R)	EA	1	\$4,800.00	\$4,800.00	0	0	0.00	\$0.00	\$0.00	\$0.00
148	16710	Traffic Signal Pull Box Type A	EA	6	\$480.00	\$2,880.00	0	0	0.00	\$0.00	\$0.00	\$0.00
149	16710	Traffic Signal Pull Box Type B	EA	3	\$600.00	\$1,800.00	0	0	0.00	\$0.00	\$0.00	\$0.00
150	16710	Traffic Signal Pull Box Type C	EA	1	\$1,440.00	\$1,440.00	0	0	0.00	\$0.00	\$0.00	\$0.00
151	16711	1.5-inch (Trench) Conduit PVC (SCHD 80)	LF	699	\$12.00	\$8,388.00	0	0	0.00	\$0.00	\$0.00	\$0.00
152	16711	2-inch (Trench) Conduit PVC (SCHD 80)	LF	58	\$14.40	\$835.20	0	0	0.00	\$0.00	\$0.00	\$0.00
153	16711	2.5-inch (Trench) Conduit PVC (SCHD 80)	LF	9	\$16.80	\$151.20	0	0	0.00	\$0.00	\$0.00	\$0.00
154	16711	3-inch (Trench) Conduit PVC (SCHD 80)	LF	28	\$18.00	\$504.00	0	0	0.00	\$0.00	\$0.00	\$0.00
155	16711	4-inch (Trench) Conduit PVC (SCHD 80)	LF	21	\$21.60	\$453.60	0	0	0.00	\$0.00	\$0.00	\$0.00
156	16711	4-inch (Bore) Conduit PVC (SCHD 80)	LF	682	\$24.00	\$16,368.00	0	0	0.00	\$0.00	\$0.00	\$0.00
157	16713	Loop Detector Wire Cable	LF	975	\$0.40	\$390.00	0	0	0.00	\$0.00	\$0.00	\$0.00
158	16713	Loop Detector Lead-in Cable	LF	3030	\$1.80	\$5,454.00	0	0	0.00	\$0.00	\$0.00	\$0.00
159	16715	Veh. Sig. Sec. (12-inch) Inc.(Green Arrow) LED	EA	8	\$192.00	\$1,536.00	0	0	0.00	\$0.00	\$0.00	\$0.00
160	16715	Veh. Sig. Sec. (12-inch) Inc.(Yellow Arrow) LED	EA	8	\$192.00	\$1,536.00	0	0	0.00	\$0.00	\$0.00	\$0.00
161	16715	Veh. Sig. Sec. (12-inch) Inc.(Flashing Yellow Arrow) LED	EA	8	\$192.00	\$1,536.00	0	0	0.00	\$0.00	\$0.00	\$0.00
162	16715	Veh. Sig. Sec. (12-inch) Inc.(RED Arrow) LED	EA	8	\$192.00	\$1,536.00	0	0	0.00	\$0.00	\$0.00	\$0.00
163	16715	Veh. Sig. Sec. (12-inch) Inc.(Green) LED	EA	8	\$192.00	\$1,536.00	0	0	0.00	\$0.00	\$0.00	\$0.00
164	16715	Veh. Sig. Sec. (12-inch) Inc.(Yellow) LED	EA	8	\$192.00	\$1,536.00	0	0	0.00	\$0.00	\$0.00	\$0.00
165	16715	Veh. Sig. Sec. (12-inch) Inc.(Red) LED	EA	8	\$192.00	\$1,536.00	0	0	0.00	\$0.00	\$0.00	\$0.00
166	16715	Back Plate(12-inch)(3 Sec.)	EA	8	\$48.00	\$384.00	0	0	0.00	\$0.00	\$0.00	\$0.00
167	16715	Back Plate(12-inch)(4 Sec.)	EA	8	\$72.00	\$576.00	0	0	0.00	\$0.00	\$0.00	\$0.00
168	16716	Ped. Sig. Sec. (12- LED (2 Indications)	EA	8	\$540.00	\$4,320.00	0	0	0.00	\$0.00	\$0.00	\$0.00
169	16720	Traffic Signal Cable (Type A)(14 AGW)(3 CONDR)	LF	848	\$1.10	\$932.80	0	0	0.00	\$0.00	\$0.00	\$0.00
170	16720	Traffic Signal Cable (Type A)(14 AGW)(5 CONDR)	LF	2140	\$2.20	\$4,708.00	0	0	0.00	\$0.00	\$0.00	\$0.00
171	16720	Traffic Signal Cable (Type A)(14 AGW)(7 CONDR)	LF	1307	\$1.00	\$1,307.00	0	0	0.00	\$0.00	\$0.00	\$0.00
172	16720	Electrical CONDR (No. 8) Bare	LF	950	\$190.00	\$180,500.00	0	0	0.00	\$0.00	\$0.00	\$0.00
173	16720	Electrical CONDR (No. 10) Insulated	LF	105	\$240.00	\$25,200.00	0	0	0.00	\$0.00	\$0.00	\$0.00
174	16720	Optical Detector Unit	EA	4	\$840.00	\$3,360.00	0	0	0.00	\$0.00	\$0.00	\$0.00
175	16724	Phase Selector	EA	1	\$4,200.00	\$4,200.00	0	0	0.00	\$0.00	\$0.00	\$0.00
176	16724	Optical Detector Cable	EA	580	\$1.80	\$1,044.00	0	0	0.00	\$0.00	\$0.00	\$0.00
177	16730	Controller Cabinet 340 ITS	EA	1	\$24,979.20	\$24,979.20	0	0	0.00	\$0.00	\$0.00	\$0.00
179	16731	Model 2070L Controller	EA	1	\$3,600.00	\$3,600.00	0	0	0.00	\$0.00	\$0.00	\$0.00
180	16732	Battery Backup System	EA	1	\$6,600.00	\$6,600.00	0	0	0.00	\$0.00	\$0.00	\$0.00
181	16734	WIMAX	EA	1	\$1,560.00	\$1,560.00	0	0	0.00	\$0.00	\$0.00	\$0.00
182	16750	Audible Pedestrian Signal Unit	EA	4	\$1,680.00	\$6,720.00	0	0	0.00	\$0.00	\$0.00	\$0.00
183	16713	Preformed Loop (6'X50')	EA	4	\$960.00	\$3,840.00	0	0	0.00	\$0.00	\$0.00	\$0.00
184	16713	Preformed Loop (6'X6')	EA	8	\$1,080.00	\$8,640.00	0	0	0.00	\$0.00	\$0.00	\$0.00
185	16727	Sawcut Loop (6'X6')	LF	141	\$9.60	\$1,353.60	0	0	0.00	\$0.00	\$0.00	\$0.00
186	01554	Placement of Permanent Signs	EA	42	\$372.00	\$15,624.00	0	0	0.00	\$0.00	\$0.00	\$0.00

Base Bid Signage and Pavement Markings

Owner:
 Memorial City Redevelopment Authority
 2925 Briar Park Dr.
 Houston, Texas 77042
 Harris

Contractor:
 SER Construction Partners, LLC
 3636 Pasadena Blvd
 Pasadena, Texas 77503
 Harris

Contract # WBS No. N-T17000-0012-3
 Lumpkin Road Reconstruction and Drainage Improvements

Item No.	Spec Ref	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price	Contract Amount	Previous Quantities		Current Quantities		Amount to Current	Amount to Date
							Quantities	Date	Quantities	Date		
187	01554	Relocating Existing Signs	EA	1	\$420.00	\$420.00	0	0	0	0.00	\$0.00	\$0.00
188	02764	Raised Reflective Pavement Markings, Type I-C	EA	23	\$4.70	\$108.10	0	0	0	0.00	\$0.00	\$0.00
189	02764	Raised Reflective Pavement Markings, Type I-C-R	EA	8	\$4.70	\$37.60	0	0	0	0.00	\$0.00	\$0.00
190	02764	Raised Reflective Pavement Markings, Type II-A-A	EA	152	\$4.70	\$714.40	0	0	0	0.00	\$0.00	\$0.00
191	02767	Thermoplastic Pavement Markings Remove (Yellow) 4-inch (SLD)	LF	180	\$0.70	\$126.00	0	0	0	0.00	\$0.00	\$0.00
192	02767	Thermoplastic Pavement Markings (Yellow) 4-inch (SLD)	LF	2334	\$0.70	\$1,633.80	0	0	0	0.00	\$0.00	\$0.00
193	02767	Thermoplastic Pavement Markings (Yellow) 4-inch (BRK)	LF	3536	\$0.70	\$2,475.20	0	0	0	0.00	\$0.00	\$0.00
194	02767	Thermoplastic Pavement Markings (Yellow) 12-inch (SLD)	LF	209	\$3.80	\$794.20	0	0	0	0.00	\$0.00	\$0.00
195	02767	Thermoplastic Pavement Markings (Yellow) 24-inch (SLD)	LF	60	\$7.40	\$444.00	0	0	0	0.00	\$0.00	\$0.00
196	02767	Thermoplastic Pavement Markings (White) 4-inch (SLD)	LF	353	\$0.80	\$282.40	0	0	0	0.00	\$0.00	\$0.00
197	02767	Thermoplastic Pavement Markings (White) 4-inch (BRK)	LF	320	\$0.80	\$256.00	0	0	0	0.00	\$0.00	\$0.00
198	02767	Thermoplastic Pavement Markings (White) 6-inch (SLD)	LF	250	\$1.00	\$250.00	0	0	0	0.00	\$0.00	\$0.00
199	02767	Thermoplastic Pavement Markings (White) 12-inch (SLD)	LF	642	\$4.60	\$2,953.20	0	0	0	0.00	\$0.00	\$0.00
200	02767	Thermoplastic Pavement Markings (White) 24-inch (SLD)	LF	146	\$7.80	\$1,138.80	0	0	0	0.00	\$0.00	\$0.00
201	02767	Thermoplastic Pavement Markings (Solid Yellow Median Nose)	EA	2	\$192.00	\$384.00	0	0	0	0.00	\$0.00	\$0.00
202	02767	Thermoplastic Pavement Markings (WORD)	EA	3	\$180.00	\$540.00	0	0	0	0.00	\$0.00	\$0.00
203	02767	Thermoplastic Pavement Markings (ARROW)	EA	18	\$180.00	\$3,240.00	0	0	0	0.00	\$0.00	\$0.00
Extra Unit Price Table												
1	01110	8-inch Line Stop	EA	2	\$4,788.00	\$9,576.00	0	0	0	0.00	\$0.00	\$0.00
2	01110	De-Mobilization/Remobilization	LS	1	\$50,000.00	\$50,000.00	0	0	0	0.00	\$0.00	\$0.00
3	02640	Box Culvert Repair	EA	2	\$1,200.00	\$2,400.00	0	0	0	0.00	\$0.00	\$0.00
4	02640	Manhole Repair	EA	2	\$852.00	\$1,704.00	0	0	0	0.00	\$0.00	\$0.00
5	02640	Inlet Repair	EA	2	\$705.00	\$1,410.00	0	0	0	0.00	\$0.00	\$0.00
Cash Allowance Table												
1	01110	Street Cut Permits	Day	10	\$4,000.00	\$40,000.00	0	0	0	0.00	\$0.00	\$0.00
2	01110	TXDOT Permit	Day	10	\$4,000.00	\$40,000.00	0	0	0	0.00	\$0.00	\$0.00
3	012705	Proposed Street Lights with Foundations	Day	10	\$4,000.00	\$40,000.00	0	0	0	0.00	\$0.00	\$0.00
4	01110	AT&T Approved Sub-Contractor for Conduit Relocation	Day	10	\$20,000.00	\$20,000.00	0	0	0	0.00	\$0.00	\$0.00
Cash Allowance Table												
1	00800	Substantial Completion of Contract Milestone 1:	Day	10	\$4,000.00	\$40,000.00	0	0	0	0.00	\$0.00	\$0.00
2	00800	Substantial Completion of Contract Milestone 2:	Day	10	\$4,000.00	\$40,000.00	0	0	0	0.00	\$0.00	\$0.00
3	00800	Substantial Completion of Contract Milestone 3:	Day	10	\$4,000.00	\$40,000.00	0	0	0	0.00	\$0.00	\$0.00
Alternates Table												
ALT General Items												
1	01555	Traffic Control and Regulations	LS	1	\$18,000.00	\$18,000.00	0	0	0	0.00	\$0.00	\$0.00
2	01555	Uniformed Police Officers	HR	2275	\$30.00	\$68,250.00	0	0	0	0.00	\$0.00	\$0.00
3	01555	Portable Concrete Low Profile Traffic Barriers Installed	LF	500	\$28.50	\$14,250.00	0	0	0	0.00	\$0.00	\$0.00
4	01555	Portable Concrete Low Profile Traffic Barriers Move & Reset	LF	500	\$10.60	\$5,300.00	0	0	0	0.00	\$0.00	\$0.00
5	01555	Portable Concrete Low Profile Traffic Barriers Removed	LF	500	\$5.30	\$2,650.00	0	0	0	0.00	\$0.00	\$0.00
6	01570	Inlet Protection Barrier	LF	200	\$29.40	\$5,880.00	0	0	0	0.00	\$0.00	\$0.00
7	02922	Sodding	SY	1000	\$4.00	\$4,000.00	0	0	0	0.00	\$0.00	\$0.00
8	01570	Filter Fabric Fence	LF	2000	\$2.10	\$4,200.00	0	0	0	0.00	\$0.00	\$0.00
ALT Bid Storm Items												
9	02082	Type-C Manhole on Box Sewer Complete in Place	EA	19	\$2,754.00	\$52,326.00	0	0	0	0.00	\$0.00	\$0.00
10	02082	Type-C Mnhole	EA	2	\$3,105.00	\$6,210.00	0	0	0	0.00	\$0.00	\$0.00
11	02221	Remove and Dispose of 18-inch Diameter Storm Sewer	LF	574	\$26.50	\$15,211.00	0	0	0	0.00	\$0.00	\$0.00
12	02221	Remove and Dispose of 24-inch Diameter Storm Sewer	LF	254	\$28.90	\$7,340.60	0	0	0	0.00	\$0.00	\$0.00
13	02221	Remove and Dispose of 30-inch Diameter Storm Sewer	LF	134	\$31.30	\$4,194.20	0	0	0	0.00	\$0.00	\$0.00
14	02221	Remove and Dispose of 36-inch Diameter Storm Sewer	LF	126	\$35.50	\$4,473.00	0	0	0	0.00	\$0.00	\$0.00

Owner:
Memorial City Redevelopment Authority
2925 Briar Park Dr.
Houston, Texas 77042
Harris

Contractor:
SER Construction Partners, LLC
3636 Pasadena Blvd
Pasadena, Texas 77503
Harris

Contract # WBS No. N-17/000-0012-3
Lumpkin Road Reconstruction and Drainage Improvements

Item No.	Spec Ref	Base Unit, Short Title	Unit of Measure	Estimated Quantity	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Current	Amount	Date	Amount to Date
15	02221	Remove and Dispose of Existing Inlets All Types	EA	7	\$324.00	\$2,268.00	0	0	0.00	\$0.00		\$0.00
16	02221	Remove and Dispose of Existing Manholes All Types	EA	3	\$972.00	\$2,916.00	0	0	0.00	\$0.00		\$0.00
17	02260	Trench Safety System	LF	1240	\$1.20	\$1,488.00	0	0	0.00	\$0.00		\$0.00
18	0540	Storm Sewer Rehabilitation-Inside Joint Repair	EA	170	\$600.00	\$102,000.00	0	0	0.00	\$0.00		\$0.00
19	02631	24-Inch Diameter Storm Sewer by Open Cut Complete in Place	LF	128	\$127.50	\$16,320.00	0	0	0.00	\$0.00		\$0.00
20	02221	Remove Existing Storm Sewer Leads	LF	90	\$15.80	\$1,422.00	0	0	0.00	\$0.00		\$0.00
21	02631	4-foot X 4-foot Box Storm Sewer by Open Cut Complete in Place	LF	1255	\$337.10	\$423,060.50	0	0	0.00	\$0.00		\$0.00
22	02693	Type C1 Inlet with Extension	EA	5	\$9,418.50	\$47,092.50	0	0	0.00	\$0.00		\$0.00
23	02693	Type BB Inlet	EA	12	\$2,443.50	\$29,322.00	0	0	0.00	\$0.00		\$0.00
24	02693	Type E Inlet	EA	1	\$2,692.50	\$2,692.50	0	0	0.00	\$0.00		\$0.00
25	02632/02633	Junction Box With Riser	EA	3	\$13,572.00	\$40,716.00	0	0	0.00	\$0.00		\$0.00
26	02511	8-inch Water Line by Trenchless	LF	1197	\$58.30	\$69,785.10	0	0	0.00	\$0.00		\$0.00
27	02511	8-inch Water Linewith Restrained Joints	LF	101	\$72.10	\$7,282.10	0	0	0.00	\$0.00		\$0.00
28	02512	5/8-inch to 1-inch Copper Service Connection, Short Side	EA	1	\$763.80	\$763.80	0	0	0.00	\$0.00		\$0.00
29	02512	5/8-inch to 1-inch Copper Service Connection, Long Side	EA	10	\$1,626.00	\$16,260.00	0	0	0.00	\$0.00		\$0.00
30	02512	1.5-inch to 2-inch Copper Service Connection, Short Side	EA	2	\$1,369.20	\$2,738.40	0	0	0.00	\$0.00		\$0.00
31	02516	8-inch Cut, Plug and Abandon	EA	1	\$156.60	\$156.60	0	0	0.00	\$0.00		\$0.00
32	02520	Fire Hydrant Assembly with 6-inch Gate Valve	EA	3	\$3,596.70	\$10,790.10	0	0	0.00	\$0.00		\$0.00
33	02520	6-inch FH Lead (Open Cut)	LF	3	\$185.90	\$557.70	0	0	0.00	\$0.00		\$0.00
34	02520	Remove and Salvage Existing Fire Hydrant	EA	2	\$351.00	\$702.00	0	0	0.00	\$0.00		\$0.00
35	02525	8-inch X 8-inch TS&V	EA	1	\$4,057.20	\$4,057.20	0	0	0.00	\$0.00		\$0.00
ALT Bid Sanitary												
36	02082	Precast Standard Sanitary Manhole	EA	7	\$2,673.00	\$18,711.00	0	0	0.00	\$0.00		\$0.00
37	02531	18-inch Sanitary Sewer	LF	1220	\$168.00	\$204,960.00	0	0	0.00	\$0.00		\$0.00
38	02531	8-inch Sanitary Sewer	LF	51	\$153.00	\$7,803.00	0	0	0.00	\$0.00		\$0.00
39	02534	Service Stubs or Reconnection without Stack on Sanitary Sewer	EA	5	\$1,388.70	\$6,943.50	0	0	0.00	\$0.00		\$0.00
ALT Bid Paving												
40	02741	Temporary Asphalt	SY	1358	\$43.30	\$58,801.40	0	0	0.00	\$0.00		\$0.00
41	02319	Filling of Ditch (Temporary TCP)	CY	750	\$12.40	\$9,300.00	0	0	0.00	\$0.00		\$0.00
42	02221	Remove and Dispose of Asphalt Concrete Pavement	SY	5168	\$6.50	\$33,592.00	0	0	0.00	\$0.00		\$0.00
43	02221	Remove and Dispose of Reinforced Concrete with or without Asphalt Overlay	SY	3097	\$6.50	\$20,130.50	0	0	0.00	\$0.00		\$0.00
44	02221	Remove and Dispose of Driveways (All Materials, All Thickness)	SY	1339	\$6.50	\$8,709.50	0	0	0.00	\$0.00		\$0.00
45	02221	Remove and Dispose of Sidewalks (All Materials, All Thickness)	SY	25	\$8.80	\$220.00	0	0	0.00	\$0.00		\$0.00
46	02315	Roadway Excavation	CY	15700	\$18.50	\$290,450.00	0	0	0.00	\$0.00		\$0.00
47	02221	Remove Concrete Curb all Heights	LF	335	\$1.30	\$435.50	0	0	0.00	\$0.00		\$0.00
48	02771	Concrete Curb All Heights	LF	2625	\$23.30	\$61,162.50	0	0	0.00	\$0.00		\$0.00
49	02337	Lime/Fly-Ash Stabilized Subgrade, 6-inch	SY	5826	\$4.10	\$23,886.60	0	0	0.00	\$0.00		\$0.00
50	02337	Lime for Lime Stabilization	TON	87	\$180.00	\$15,660.00	0	0	0.00	\$0.00		\$0.00
51	02754	7-inch High Early Strength Concrete Driveways, including excavation and base	SF	10281	\$6.70	\$72,500.70	0	0	0.00	\$0.00		\$0.00
52	02751	8-inch Reinforced Concrete Pavement (High Early Strength)	SY	5318	\$56.90	\$302,594.20	0	0	0.00	\$0.00		\$0.00
53	02752	Board Expansion Joint with Load Transfer Device	LF	640	\$8.90	\$5,696.00	0	0	0.00	\$0.00		\$0.00
54	02752	Horizontal Dowels, All Lengths	EA	18	\$10.60	\$190.80	0	0	0.00	\$0.00		\$0.00
55	02752	Saw-Cut Concrete Pavement (All Depths)	LF	90	\$12.00	\$1,080.00	0	0	0.00	\$0.00		\$0.00
56	321413	ADA Accessible Wheelchair Ramps	EA	2	\$1,089.00	\$2,178.00	0	0	0.00	\$0.00		\$0.00
57	321413	ADA Dectable Warning Pavers	SY	15	\$144.00	\$2,160.00	0	0	0.00	\$0.00		\$0.00
58	02775	4.5-inch Thick Concrete Sidewalks	SF	11944	\$6.80	\$81,219.20	0	0	0.00	\$0.00		\$0.00
59	02319	Borrow	CY	1860	\$12.00	\$22,320.00	0	0	0.00	\$0.00		\$0.00
ALT Bid Signing and Pavement Markings												

SER Construction Partners, Inc.
 Contract # WBS No. N-117000-0012-3
 Lumpkin Road Reconstruction and Drainage Improvements

Owner:
 Memorial City Redevelopment Authority
 2925 Briar Park Dr.
 Houston, Texas 77042
 Harris

Contractor:
 SER Construction Partners, LLC
 3636 Pasadena Blvd
 Pasadena, Texas 77503
 Harris

Item No.	Spec. Ref	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Current	Amount to Date
60	01554	Placement of Permanent Signs	EA	22	\$372.00	\$8,184.00	0	0	0.00	\$0.00
61	01554	Relocating Existing Signs	EA	2	\$420.00	\$840.00	0	0	0.00	\$0.00
62	02764	Raised Reflective Pavement Markers, Type II-A-A	EA	81	\$4.70	\$380.70	0	0	0.00	\$0.00
63	02767	Thermoplastic Pavement Markings Remove (Yellow) 4-inch (SLD)	LF	1480	\$0.70	\$1,036.00	0	0	0.00	\$0.00
64	02767	Thermoplastic Pavement Markings (Yellow) 4-inch (SLD)	LF	2314	\$0.70	\$1,619.80	0	0	0.00	\$0.00
65	02767	Thermoplastic Pavement Markings (Yellow) 4-inch (BRK)	LF	1738	\$0.70	\$1,216.60	0	0	0.00	\$0.00
66	02767	Thermoplastic Pavement Markings (ARROW)	EA	18	\$180.00	\$3,240.00	0	0	0.00	\$0.00
F-1 Cash Allowance Table										
1	01110	Street Cut Permits		1	\$5,000.00	\$5,000.00	0	0	0.00	\$0.00
2	012705	Proposed Street Lights with Foundations		1	\$20,000.00	\$20,000.00	0	0	0.00	\$0.00
3	01110	Additional Landscape Amenities		1	\$100,000.00	\$100,000.00	0	0	0.00	\$0.00
						\$13,497,995.20			\$464,995.88	

Total Bid Price
 Work Completed to Date
 Stored Material
 Total Complete/Stored/Pending
 Less Retainage
 Total Less Retainage
 Adjustments
 Less Previous Requested
 Amount Due This Request


\$464,995.88
 \$0.00
 \$464,995.88
 \$23,249.79
 \$441,746.09
 \$0.00
 \$0.00
 \$441,746.09

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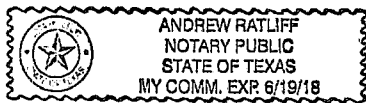
CERTIFICATION OF PAYMENT
TO SUBCONTRACTORS AND SUPPLIERS


The undersigned, William Jones, states that he is the Project Manager
of SER Construction Partners, LLC
Contractor

and that he is duly authorized to execute this Certification of Payment to Subcontractors and Suppliers; that Contractor has made payments to Subcontractors and Suppliers for all labor, materials, equipment, and services furnished to date for Work on Project No. No.N-T17000-0012-3 in the amounts for which Contractor has been paid; that the labor, materials, equipment, and services covered by this Certificate of Payment have been furnished in accordance with and all in compliance with the Contract Documents; that no sums have been withheld by Contractor for Subcontractors and Suppliers as a result of any allegations of deficiencies in the Work, and that such payments were made in accordance with the Contract Documents and with the laws of the State of Texas.


Affiant's Signature

SWORN AND SUBSCRIBED before me on FEBRUARY 18th, 2014
Date




Notary Public in and for the State of TEXAS

ANDREW RATLIFF
Print or type name

My Commission Expires: 06/19/18
Expiration Date

END OF DOCUMENT

**DEVELOPMENT AGREEMENT BETWEEN
TOWN CENTRE PARTNERS, LTD. AND
MEMORIAL CITY REDEVELOPMENT AUTHORITY**

THIS DEVELOPMENT AGREEMENT ("Agreement"), dated effective as of _____, 2015, (the "Effective Date") is made in Harris County, Texas, by and between TOWN CENTRE PARTNERS, LTD., a Texas limited partnership (the "Company") and MEMORIAL CITY REDEVELOPMENT AUTHORITY, a not for profit local government corporation organized and existing under the laws of the State of Texas (the "Authority") (individually referred to a "Party" and collectively as "Parties").

RECITALS

WHEREAS, by Ordinance No. 1999-759, adopted on July 21, 1999, the City of Houston, Texas (the "City"), created Reinvestment Zone Number Seventeen, City of Houston, Texas (the "Zone") pursuant to Chapter 311, Texas Tax Code (the "Act") pursuant to a preliminary Reinvestment Zone Financing Plan for the Zone; and

WHEREAS, the Board of Directors of the Zone adopted a Project Plan and Reinvestment Zone Financing Plan for the Zone, and by Ordinance No. 1999-852, adopted on August 11, 1999, the City approved the Project Plan and Financing Plan, which was amended by the Amended Project Plan and Reinvestment Zone Plan for the Zone adopted and approved by the City by Ordinance No. 2011-728, adopted on August 17, 2011 (the "Project and Financing Plan"); and

WHEREAS, by Resolution No. 2002-26, adopted on August 14, 2002, the City authorized the creation of the Authority to aid, assist, and act on behalf of the City and the Zone in the implementation of the Project Plan and Financing Plan; and

WHEREAS, the City, the Zone, and the Authority each approved an agreement (the "Tri-Party Agreement"), approved by Ordinance No. 2002-1145, adopted on December 11, 2002, and made effective on January 10, 2003, whereby the Authority agrees to provide for the management and administration of the Zone and the implementation of the Project and Financing Plan; and

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

WHEREAS, the Project and Financing Plan contemplates the acquisition of land for and the design and construction of street and detention improvements in the Zone; and

WHEREAS, the Authority has determined that it is in its best interests to enter into this Agreement with the Company, a Developer/Builder as defined in the Tri-Party Agreement, in connection with the design and construction of the intersection realignment and traffic signal installation at Queensbury Lane and Town & Country Boulevard, more particularly described on the attached Exhibit A (the "Public Improvement"), which project is included in the Project and Financing Plan; and

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

WHEREAS, the Company and the Authority now wish to enter into this Agreement for the purpose of, among other things, reimbursing the Company for funds paid by the Company for the purpose of acquiring, designing, developing and constructing the Public Improvement;

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

ARTICLE I GENERAL TERMS

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

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

1. "Authority Obligations" means bonds, notes or other developer agreements issued or entered into by the Authority that are secured by or payable from funds deposited in the Tax Increment Revenue Fund.

2. "Captured Appraised Value" shall mean the total appraised value of all real property taxable by the City and located in the Zone as of January 1 of any year less the total appraised value of all real property taxable by the City and located in the Zone as of January 1, 1999.

3. "Company's Lender" means any entity loaning funds or otherwise providing financing to the Company relative to the design and construction of the Public Improvement.

4. "Developer Interest" means interest accrued on the Public Improvement Costs paid by the Company at a per annum rate equal to the lesser of i) 4.0% or ii) the rate of interest imposed by Company's Lender. Developer Interest shall accrue from the later of x) the Effective Date or y) the date of actual payment by the Company and shall continue until such time the Company receives full payment of the Maximum Reimbursement Amount; provided, however, in no event shall Developer Interest accrue for a period of longer than twelve (12) months from the Effective Date.

5. "Maximum Reimbursement Amount" is the lesser of i) the actual Public Improvement Cost plus Developer Interest or ii) \$995,000 plus Developer Interest.

6. "Public Improvement Costs" means the total cost to Company for the design, testing, development and construction of the Public Improvement, whether incurred before or after the Effective Date.

7. "Tax Increment" shall mean funds from the amount of property taxes levied and collected by the City on the Captured Appraised Value of real property located within the Zone and deposited into the Tax Increment Revenue Fund pursuant to the Act and payable to the Authority by the City pursuant to the Tri-Party Agreement.

8. "Tax Increment Revenue Fund" shall mean the fund into which all Tax Increments are deposited by the City; provided, however, that the Tax Increment Revenue Fund excludes that portion of the Tax Increment pledged or used to pay any Authority Obligations.

ARTICLE II REPRESENTATIONS

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

1. The Authority is a duly created and existing local government corporation created pursuant to Chapter 431 of the Texas Transportation Code and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

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

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

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

B. Representations of the Company. The Company hereby represents to the Authority that as of the Effective Date:

1. The Company is a limited partnership organized under the laws of the State of Texas and is duly qualified to do business in Texas to carry on the operations contemplated by this Agreement.

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

3. The Company has sufficient funds or the ability to obtain sufficient funds to pay the Public Improvement Costs.

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

ARTICLE III THE PUBLIC IMPROVEMENT

A. Design. All facilities to be constructed as a part of the Public Improvement will be designed by a licensed and registered professional engineer retained by the Company (the "Engineer"). The design of the Public Improvement will be subject to the review and approval of the Board of Directors of the Authority, as well as all governmental entities with jurisdiction, including, without limitation, Harris County and the City of Houston. Subject to the terms of this Agreement, the phasing, timing, development and construction of the Public Improvement shall be determined by the Company in its sole discretion.

B. Site Acquisition. The Public Improvement must be constructed in public rights-of-way or property otherwise dedicated or conveyed to the City. The Company hereby agrees to dedicate or convey, or cause to be dedicated or conveyed, as appropriate, such public rights-of-way or property interest as necessary for the Public Improvement.

C. Construction.

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

2. Construction. The construction contracts for the Public Improvement will be awarded in the name of the Company. Construction of the Public Improvement will be in accordance with the approved plans and specifications and with the applicable provisions of City's Construction Code (as defined in Section 10-1 of the Code of Ordinances of the City of Houston) and the City of Houston Department of Public Works & Engineering Infrastructure Design Manual. The Company is responsible for the inspection, supervision and management of the Public Improvement construction; provided, however, the Authority and its representatives will be provided with reasonable access to

inspect the Public Improvement during construction. The Public Improvement must be constructed, and all equipment, materials and supplies required in connection therewith acquired, in the name of the Company. The Company is responsible for obtaining all necessary permits and approvals; provided that the Authority agrees to assist the Company in obtaining the permits and approvals necessary to design, construct and install the Public Improvement.

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

D. Completion. Upon completion of the Public Improvements, the Company shall issue a Final Completion Certificate in the form attached as Exhibit B. The City and the Authority will thereafter each inspect the Public Improvement. If the Public Improvement is determined by the City and the Authority to be constructed in accordance with the final plans and specifications, or any modifications thereof, and in accordance with all applicable laws, rules and regulations, the City will accept the same in writing, whereupon the Public Improvement will belong to and be the absolute property of the City and will be operated and maintained by the City at its sole expense. The Company agrees to use commercially reasonable efforts to complete the Public Improvement and cause acceptance of the Public Improvement by the City within one calendar year of the approval of final plans by the City and the Authority. The Authority will have no responsibility, financial or otherwise, for the ownership and/or operation of the Public Improvement.

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

ARTICLE IV REIMBURSEMENT

A. Request for Reimbursement. At the completion of the Public Improvement, and acceptance of the Public Improvement by the City, the Company may submit a request for reimbursement (a "Request"). The following documentation shall be delivered with each Request:

1. a written request for reimbursement;
2. a summary of all Company payments, together with proof of payment, for Public Improvement Costs;

3. evidence that all contractors, engineers and other parties performing work in connection with the Public Improvement have been paid in full, together with executed and delivered releases of lien or customary affidavits executed by such contractors;
4. a full and complete set of final record drawings.

B. Reimbursement. Subject to the terms of this Agreement and upon receipt of a Request, the Authority agrees to begin reimbursing the Company for the Public Improvement Costs, plus Developer Interest, and will continue to reimburse the Company until the earlier of i) 10 years from the Effective Date or ii) the date on which the Company Contribution plus Developer Interest has been paid in full (the "Term").

C. Source of Reimbursement. The Company does not have any right or claim to be reimbursed from any source of funds other than the Tax Increment Revenue Fund, and the Company's right or claim to be reimbursed from the Tax Increment Revenue Fund is subject to the provisions of Article III, Section E. of the Tri-Party Agreement; provided, however, the Authority may at its sole discretion use any other source of funds legally available to it for reimbursement.

D. Eligibility for Reimbursement. The Company hereby bears the risk that any of the Public Improvement Costs may be determined to be ineligible under the Act, by the Attorney General of the State of Texas, or a court of law with competent jurisdiction and further agrees that the Authority will not be obligated to repay the Company for any such ineligible Public Improvement Costs. In the event that all or a portion of the Public Improvement Costs is determined to be ineligible under the Act, by the Attorney General of the State of Texas, or a court of law with competent jurisdiction, or is not included in the Project and Financing Plan during the term of this Agreement, the reimbursement will be reduced by the amount attributable to the ineligible component. If the Authority has already repaid the Company for such ineligible Public Improvement Costs, the Parties hereby agree that i) the amount repaid by the Authority for such ineligible costs will be offset against future repayments by the Authority, or ii) in the event there are not future repayments to be made by the Authority, or such amounts are insufficient, the Company will reimburse the Authority for such amount owed within 90 days of receipt of an invoice from the Authority. Provided, however, that it is not the intent of the Parties that this section operate to deny reimbursement to Company for any eligible Public Improvement Costs.

E. Audit. Prior to any reimbursement, and within 45 calendar days of the Authority's receipt of a Request, the Authority will have prepared, at its expense and by a certified public accountant, an Agreed Upon Procedures report to calculate the amount due the Company, with a reconciliation of the Developer Interest accrued on the funds advanced by the Company to pay Public Improvement Costs, and to certify that funds are or should be available to make such payment. The Company agrees to

provide sufficient information to the Authority's auditor in order that the Authority's auditor may perform a reimbursement audit in accordance with this Agreement.

ARTICLE V ADDRESS AND NOTICE

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

Memorial City Redevelopment Authority
8955 Katy Freeway, Suite 215
Houston, Texas 77024
Attention: Executive Director

With a copy to:

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

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

Town Centre Partners, Ltd.
3003 W. Alabama
Houston, Texas 77098
Attn. Mr. Andrew Beaupre

ARTICLE VI DEFAULT AND REMEDY

A. Company Default. The Company agrees that its failure to advance sufficient funds to pay all Public Improvement Costs as they become due, and the failure to complete the Public Improvement within one calendar year of the approval of the final plans by the Authority and the City, is each an event of default. The term completion as used herein shall mean completion of the construction substantially in accordance with the plans and specifications for the Public Improvement as evidenced by a Final Completion Certificate in the form attached as Exhibit B. The Company shall not be considered in default unless it receives written notice from the Authority setting out specifically the nature of the default and shall have 60 days to commence and thereafter diligently proceed to cure of any such default. In the event of default by the Company, the Authority's sole remedy shall be to terminate this Agreement and the

Company shall not be entitled to any further reimbursement from the Authority of Public Improvement Costs; provided, however, the Authority is entitled, but not obligated, to assume any outstanding contracts and prosecute construction of the Public Improvement to conclusion at its sole cost and expense.

B. Authority Default. The Authority agrees it is an event of default if it fails to perform its obligations hereunder within 30 days after notice of such failure by the Company and that the Company shall be entitled to any and all of the remedies available in this Article or otherwise at law or equity.

C. Remedies. Subject to Article VI, Section A., upon the occurrence of an event of default, the non-defaulting Party may do any one or more of the following: enforce specific performance of this Agreement; seek actual damages incurred by the non-defaulting Party for any such event of default and terminate this Agreement in which event all of the rights and obligations of the Parties will terminate and be of no further force or effect.

ARTICLE VII GENERAL PROVISIONS

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

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

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

D. Successors and Assigns; Consent to Assignment. No Party may assign its rights or obligations hereunder without the consent of the other Parties; provided, however, such consent shall not be unreasonably conditioned or withheld. The Authority hereby acknowledges and consents to the Company's collateral assignment to Company's Lender of all of Company's right, title, and interest in payments due to Company under this Agreement. The Authority's Chair and Secretary are each hereby

authorized to execute any documents reasonably required by Company's Lender or an Affiliate in furtherance of such assignment and consent thereto.

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

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

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

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

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

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

COMPANY:

By: Town Centre Partners, Ltd.

By: _____

AUTHORITY:

Memorial City Redevelopment Authority

By: _____
Ann Givens, Chair

APPROVED:

Andrew Icken, Chief Development Officer
City of Houston, Texas

EXHIBIT B
FORM OF FINAL COMPLETION CERTIFICATE

Memorial City Redevelopment Authority
8955 Katy Freeway, Suite 215
Houston, Texas 77024
Attention: Executive Director

Reference: Public Improvement Associated with Town & Country Boulevard

I hereby certify that to the best of my knowledge the Public Improvement associated with the intersection realignment and traffic signal installation at Queensbury Lane and Town & Country Boulevard which is the subject of that certain Development Agreement entered into by and between the Memorial City Redevelopment Authority and Town Centre Partners, Ltd. dated _____ has been completed substantially in accordance with the plans and specifications.

Very truly yours,

Engineer's Signature and Seal

cc: _____

ALLEN BOONE HUMPHRIES ROBINSON LLP

ATTORNEYS AT LAW

PHOENIX TOWER
3200 SOUTHWEST FREEWAY
SUITE 2600
HOUSTON, TEXAS 77027
TEL (713) 860-6400
FAX (713) 860-6401
abhr.com

Direct Line: (713) 860-6491

Direct Fax: (713) 860-6691

jholoubek@abhr.com

Jessica Holoubek

Senior Attorney

March 3, 2015

The Cornerstone Medical Partnership
c/o John J. Norkus & Associates, Inc.
P.O. Box 42225
Houston, Texas 77242
Attn: Mr. John J. Norkus, Jr.

Re: Maintenance of Enhanced Medians along Kimberley Lane

Dear Mr. Norkus:

The TIRZ 17 Redevelopment Authority (aka Memorial City Redevelopment Authority) (the "Authority") and The Cornerstone Medical Partnership (the "Partnership") previously entered into a maintenance agreement dated February 26, 2013 (the "Maintenance Agreement"), for the Partnership to maintain certain improvements of medians constructed by the Authority at along Kimberley Lane (the "Improvements"). A copy of the Maintenance Agreement is attached hereto for reference.

At its meeting on March 3, 2015, the Authority was informed that Harris County Municipal Management District No. 1 (aka the Memorial City Management District) has agreed to assume maintenance of the Improvements. Therefore, the Board of Directors of the Authority voted to terminate the Maintenance Agreement with the Partnership. Please accept this letter as notice of termination of the Maintenance. Thank you for your attention to this matter.

Should you have any questions, please call me at (713) 860-6491.

Sincerely,

Jessica Holoubek
Attorney for the Authority

Enclosure

cc: Mr. Don Huml, Executive Director of the Authority
Mr. Pat Walters, Executive Director of the Memorial City Management District



WORK ORDER #12
CIP 1732A GESSNER DRIVE DRAINAGE AND MOBILITY IMPROVEMENTS

24 January, 2015

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

Subject: CIP 1732A Gessner Drive Drainage and Mobility Improvements
Detailed Design, Construction Documentation + Bidding Phase Services
(SWA Job# RHTs502)

Dear Mr. Huml:

SWA is pleased to have this proposal considered for conducting professional services, which includes the preparation of design and construction documents for landscape, irrigation, hardscape, lighting, and other amenities and improvements (the "Project") within the Gessner Drive right-of-way from I-10 to Westview Road. This Agreement is between Memorial City Redevelopment Authority (Client), and the Houston office of SWA Group (SWA) in reference to the Project located in Houston, Harris County, Texas.

I. SCOPE OF SERVICES

SWA will perform the professional design services for the Project to include the following improvements:

- street trees;
- irrigation;
- pedestrian paving;
- medians / adopt an esplanade;
- pedestrian lighting; and,
- bus shelter (1 @ NB - Westview)

Professional design services shall include:

- Project Management;
- Landscape Architecture for planting and hardscape;

Kevin Shanley
Kinder Baumgardner
Timothy Peterson
James Vick
Gerdo P Aquino
David Berkson
René Bihan
Scott Cooper
Marco Esposito
Tom Fox
David R Gal
Cinda Gilliland
Ying-Yu Hung
Richard K Law
Hui-Li Lee
James Lee
Margaret Leonard
Chih-Wei Lin
John S Loomis
Ye Luo
Charles S McDaniel
Ross Nadeau
Sean O' Malley
Lawrence Reed
R Joseph Runco
Elizabeth Shreeve
Scott Slaney
David P Thompson
John L Wong

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www.swagroup.com



- Electrical Engineering for pedestrian lights and bus shelter lighting;
- Structural Engineering for pedestrian light pole foundations and bus shelter foundation; and,
- Irrigation Design.

A. Preliminary Design

1. Confirm scope, existing conditions, project limits and other project design factors with District Engineer.
2. Develop sheet layout and related details to mobilize SWA sub-consultants.
3. Prepare preliminary layout of project improvements for the improvements listed above.
4. Prepare application for and coordinate Adopt-An-Esplanade with City of Houston.
5. Coordinate design with District Engineer.

Deliverables

- Preliminary design documents for constructing the proposed project amenities.
- Cost Estimate.
- Adopt-An-Esplanade application / coordination.
- Two (2) in-person coordination meetings: one with Client and one with the Engineer.
- Maximum of one (1) round of revisions.

B. Final Design

1. Prepare final design documents for constructing the proposed project amenities.
2. Prepare a 90% and 100% submittal of the final design documents.
3. Complete the application procedure for the Adopt-An-Esplanade.
4. Prepare technical sections of specifications in Construction Specifications Institute (CSI) Master Format to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time of preparation. Specifications will conform the City of Houston's requirements.
5. Client shall be responsible for Bidding and Contract Requirements and General Requirements divisions of the specifications.
6. SWA shall use its best efforts to coordinate its services with those of other consultants and to maintain a construction budget in accordance with the design development estimate of probable construction cost accepted by Client at the end of the design phase.



7. Prepare a final cost estimation at the 90% submittal. When the final estimate of probable construction cost is one hundred ten percent (110%) of the preliminary design budget estimate, or less, the final estimate will be acceptable to Client.

Deliverables

- 90% plan set of construction documents.
- Cost Estimate.
- Technical Specifications in CSI Master Format, which will conform to the City of Houston's requirements.
- 100% plan set of construction documents.
- Final Estimate of Project Cost.
- Adopt-An-Esplanade approval.
- One electronic copy and one hard copy of the plan set and technical specifications.
- Three (3) in-person coordination meetings: one with Client and one with the Engineer.
- Maximum of one (1) round of revisions.

Sub-Consultants

As indicated above, SWA will retain the services of an electrical engineer, structural engineer, and irrigation consultant. Said services are included in the Scope of Services and lump sum fees.

C. Bidding Phase

SWA and its sub-consultants shall respond to questions from prospective bidders on the landscape portion of the Project, prepare addenda during the bidding period and assist Client and Client's Engineer in reviewing bids received by the Client.

II. DEVELOPMENT BUDGETS

- A. Based upon the current level of information on the project, and our understanding of the present concept, we estimate that the approximate budget for construction of items under the above scope of services may range between \$700,000 - \$900,000. The fee range quoted in this proposal is based upon our understanding of the present concept and this budgetary figure.
- B. In the event that this development budget is reduced or increased by more than 10% between the time of approval of the landscape concept phase and the time of award of a construction contract, cost of modification of drawings and specifications to meet the changed project budget shall be considered Additional Services.



III. DESIGN APPROVAL

Mr. Don Huml, Executive Director, Memorial City Redevelopment Authority, has been designated as the person responsible for design direction to SWA for this project and has the authority for design approval. In the event that the design, as approved by Mr. Huml is rejected by others, and re-design is required, such re-design services shall be compensated as Additional Services.

IV. MEETINGS AND SITE VISITS

This proposal includes Professional Service time for up to six meetings for coordination with Client, agencies, consultants or Owner and scheduled approximately as follows:

Preliminary Design Phase 2 meetings

Final Design Phase 3 meeting

Pre-Bid 1 meeting

(Additional meetings shall be billed as Additional Services).

V. SCHEDULE

The scope of services up to and including 90% documentation will be complete by May, 2015 or within ninety (90) days of a notice to proceed. Final documents will be completed within sixty (60) days thereafter. Should the actual schedule be exceeded by the initial ninety (90) days and / or the subsequent sixty (60) days for reasons beyond SWA's control, work performed thereafter will be an additional service.

VI. EXCLUSIONS TO SCOPE OF SERVICES

Client shall provide the following information or services as required for performance of the work. SWA assumes no responsibility for the accuracy of such information or services and shall not be liable for error or omissions therein. Should SWA be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

- A. Topography and boundary surveys.
- B. Legal descriptions of property.
- C. Soils testing and/or engineering.
- D. Existing site engineering and utility base information.
- E. Overhead aerial photographs at controlled scale.
- F. Engineering other than that provided within the Scope of Services.
- G. Permitting services.



- H. Permit and application fees, including but not limited to Adopt-An-Esplanade and TDLR.
- I. Design of improvements on private property.
- J. Construction Phase services.

VII. FEES

Services described above shall be provided on a lump sum fee basis of \$78,350.

Reimbursable expenses are included in the fee stated above for local travel and copying / reproduction in the indicated quantities. SWA will provide one (1) electronic copy and one (1) mylar copy of the final documents for constructing the landscape portion of the project. Additional printing will be provided as an additional service and billed as a reimbursable expense.

VII. TERMS

Terms and conditions of service shall be in accordance with the Service Agreement by and between the Authority and SWA dated August 27, 2013.

If this proposal meets with your approval, please sign below and return one copy for our files.

Sincerely yours,

SWA GROUP

James Vick, AIA
Principal



ACCEPTED BY:

Memorial City Redevelopment Authority

By: _____

Title: _____

Date: _____

City of Houston

By: _____

Title: _____

Date: _____

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End

CIP IN PROGRESS SCHEDULE - February 2015
TIRZ 17 Redevelopment Authority

ID	Task Name	Finish	2014		2015		2016		2017
			H1	H2	H1	H2	H1	H2	H1
1	T-1709, Lumpkin Road Improvements	Thu 4/14/16							
2	Contractor's Notice To Proceed	Mon 1/5/15							
3	Construction	Thu 4/14/16							
4	Complete	Thu 4/14/16							
5	T-1717, Town & Country West	Thu 6/30/16							
6	Board Approval of Phase II Design	Tue 7/29/14							
7	Roundabout Analysis	Fri 10/17/14							
8	Detailed Design	Fri 7/31/15							
9	Approvals	Tue 9/29/15							
10	Construction	Thu 6/30/16							
11	Complete	Thu 6/30/16							
12	T-1732A, North Gessner Improvements	Wed 9/7/16							
13	City Council Approves FY2015 Budget	Wed 12/3/14							
14	Detailed Design	Tue 5/26/15							
15	Construction	Wed 9/7/16							
16	Complete	Wed 9/7/16							
17	T-1734, W140 Channel Improvements	Tue 11/29/16							
18	Detailed Design	Thu 12/18/14							
19	Approvals	Tue 6/30/15							
20	Bid and Award	Mon 8/31/15							
21	Construction	Tue 11/29/16							
22	Complete	Tue 11/29/16							
23	T-1734B, Bunker Hill Bridge and Straws	Fri 6/30/17							
24	City Council Approves FY2015 Budget	Wed 12/3/14							
25	Preliminary Design	Thu 4/2/15							
26	Detailed Design	Tue 9/29/15							
27	Construction	Thu 10/13/16							
28	Complete	Thu 10/13/16							

CIP IN PROGRESS SCHEDULE - February 2015
 TIRZ 17 Redevelopment Authority

ID	Task Name	Finish	2014	2015	2016	2017
			H1	H2	H1	H2
				H1	H2	H1
29	T-1738A, Memorial Drive Improvements	Fri 6/30/17				
30	City Council Approves FY2015 Budget	Wed 12/3/14				
31	Preliminary Design	Fri 7/31/15				
32	Detailed Design	Sat 4/30/16				
33	Approvals	Thu 6/30/16				
34	Construction	Fri 6/30/17				
35	Complete	Fri 6/30/17				

Lumpkin Road

Reconstruction and Drainage Improvements
WBS No. N-T17000-0012-3

TIRZ 17

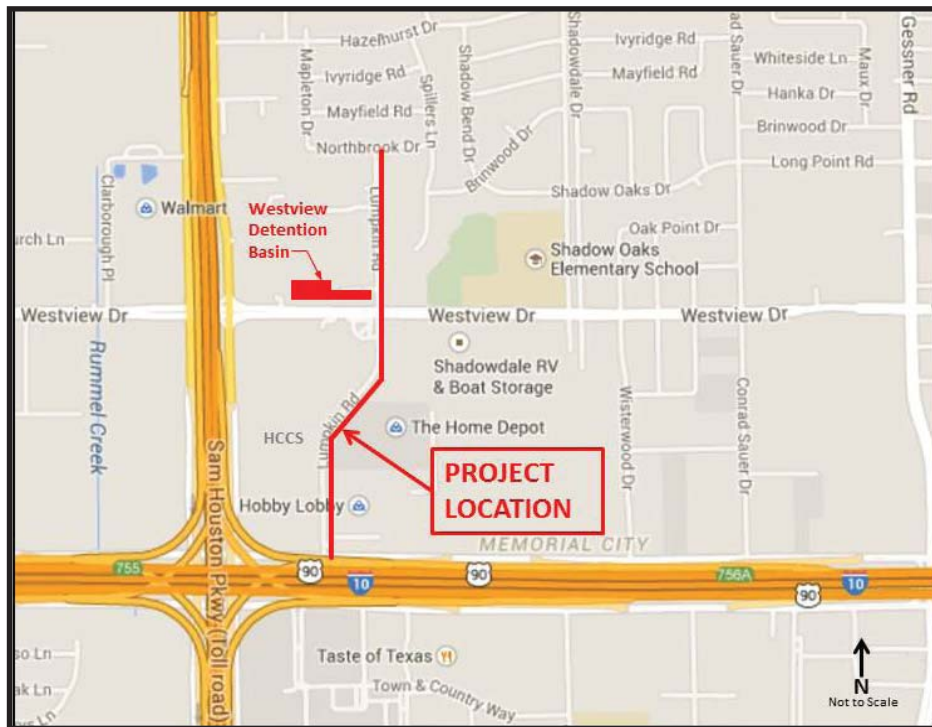
REDEVELOPMENT

AUTHORITY



Project Location

The project is located along Lumpkin Road between IH10 frontage road and Northbrook Drive. City Council District A.



Not to scale

Project Purpose

The purpose of the Project is to improve vehicular and pedestrian flow, improve local and regional drainage with the installation reinforced concrete box storm sewers and with improvements to the existing detention basin at the northwest corner of Lumpkin Road and Westview Drive, which will result in increased conveyance and storage.

Project Description

The overall construction will consist of installation of storm sewer facilities ranging in size from 4'x4' to dual 8'x8' boxes, detention basin improvements, replacement of water and sanitary sewer lines, relocation of large diameter water transmission lines, installation of three (3) lanes of concrete pavement, and sidewalks throughout the project limits. Also included will be a bus shelter, pedestrian lights along the western sidewalks, pavers and trees. The traffic signal at Westview Drive will also be upgraded to meet current City of Houston Standards.

Status Report

- Installed, chlorinated and tested 1,300 LF of 8" water line
- Traffic control and detour is setup to perform work in NW quadrant of Lumpkin Road and Westview Dr.
- Relocated portion of existing AT&T conduits in area above
- Excavated, formed, placed reinforced steel and placed base for storm junction box AM42
- Formed and placed reinforced steel for walls of storm junction box AM42
- 36 inch and 48 inch water line materials delivered.

Current Traffic Control

- Lumpkin Road between IH10 feeder and Westview Dr. has North bound one way traffic only. (note, SB is being detoured via Conrad Sauer)
- NW Quadrant of the intersection of Lumpkin Rd. and Westview Dr. is closed to traffic

Construction Schedule

Construction Phases	Schedule Completion
Phase 1 - West side from I-10 frontage road to Westview Drive -Install water line along west side -Install storm boxes -Construct concrete paving and sidewalks along west side.	July 2015
Phase 2 - East side from I-10 frontage road to Westview Drive -Construct concrete paving, sidewalks and lighting	October 2015
Phase 3 - Lumpkin Road and Westview Dr. Intersection -Relocate 36" and 48" water lines -Install storm boxes through intersection -Construct concrete paving	April 2015
Phase 4 - Lumpkin Road at Westview Dr. -Install storm sewer at detention basin -Construct detention basin -Install sanitary sewer	September 2015
Phase 5 - Lumpkin Road between Westview Dr. and Northbrook Dr. -Install storm sewer system -Install water lines -Construct concrete paving, sidewalks and lighting	January 2016

Payment Estimates	
Original contract amount	\$11,142,521.40
Change order amount to date	\$2,355,471.80
Current contract amount	\$13,497,993.20
Previous payments	\$0.00
Current payment due	\$441,746.09
Contract completion date	April 14, 2016

* For more information please refer to TIRZ 17 website



Existing paving removed for water line and storm box installation



36 inch water line stored on site



48 inch water line stored on site



Storm junction box AM42 construction at Westview Dr.

Construction Time:

- Contract time is 465 calendar days.
- Notice to Proceed date – January 5, 2015

Contact Information:

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

Contractor:
SER Construction Partners, LLC
3636 Pasadena Blvd.
Pasadena, TX 77503



Memorial City Redevelopment Authority - TIRZ 17
One-Page Monthly Consultant Report

February 2015

Project Number: 130-10384-022
Town & Country West Mobility & Drainage Project (T-1717)

Ongoing Activities:

Item	Description
1	Preparing final bid documents for the Four Points Hotel additional parking lot design (March submittal)
2	Based on previous meeting with City, finalized drainage concept to provide a design that will minimize the inflow of floating debris into the storage system to reduce maintenance
3	60% plans going thru QC process
4	60% design plans to be submitted in mid-March
5	Working with SWA to develop landscape amenities plans
6	Coordinating with adjacent stakeholders' engineers and architects to coordinate projects and tie-ins
7	Cost Estimates and Quantities are being refined for the upcoming 60% submittal
8	JRC process– Surveyor has completed survey for parcel maps and metes & bounds documents
9	ESA PH II completed

Issues Impacting Schedule: N/A

Project Number: 130-10384-024
Memorial Drive Mobility & Drainage Improvements (T-1731B)

Ongoing Activities:

Item	Description
1	Surveyor has completed project survey
2	Developing preliminary cross section concepts for Memorial Drive in preparation for Town Hall Meeting
3	Commenced Preliminary Engineering Analysis
4	Completed traffic counts and initial traffic analysis of the Memorial corridor
5	Conducted site visits

Issues Impacting Schedule: N/A



Briar Branch Drainage Improvements

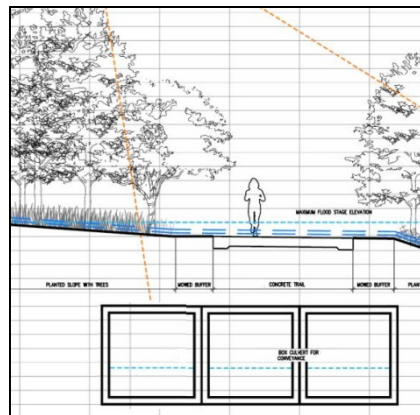
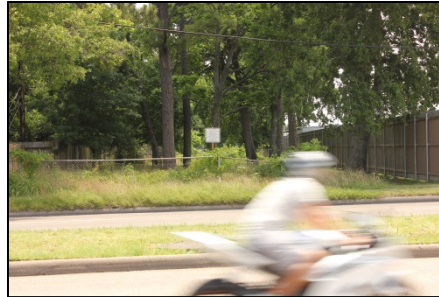
(W140-01-00)

TIRZ 17 CIP No. T-1734

Monthly Status Report
February 2015

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.

Status Report

- The XP-SWMM model was finalized.
- The Drainage Impact Analysis report is under review by HCFCD.
- SWA (landscape architect) has completed work for the drainage project. Development of the landscape concept for the future trail or park is complete.
- Project manual table of contents and summary of work were developed.
- 90% construction plan set was submitted to the TIRZ.
- Preliminary cost estimate was refined per 90% construction plan set.
- Meetings occurred with TIRZ Executive Director to review HCFCD submittal, plan set, and project status.
- Plan set will be submitted to HCFCD upon Drainage Impact Analysis approval, per HCFCD procedure.

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North Gessner Drainage & Mobility Improvements

IH10 (Katy Frwy) to Westview
TIRZ 17 CIP No. T-1732A

Monthly Status Report
February 2015

Project Description

Engineering design services for the drainage and mobility improvements along Gessner Road from IH 10 (Katy Freeway) north to the north side of the Westview Drive intersection. The proposed improvements to Gessner Road will be based on the recommendations in the Preliminary Engineering Report (PER) (LAN - August 2013), the Preliminary Plans (LAN - October 2012), and the updated TIRZ 17 Regional Drainage Study (ongoing). The construction cost for the combined T-1732A and T-1732B projects was estimated in the PER to be approximately \$15.1 million.



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 North Gessner Road start on the north side of Katy Frwy. (IH 10) and continue to the north side of the Westview intersection.

Status Report

- Conducted additional project research, field reconnaissance and site visits as required for design.
- Completed Review of the draft LAN Preliminary Engineering Report and Preliminary Plans for this project as well as the project documentation provided by LAN.
- Continue to develop N. Gessner SWMM model.
- Continue development of design plan and from the supplemental survey and additional information.
- Traffic, SW3P and TCP plan concepts continue to be developed.
- Coordination with Conrad Sauer and Mathewson Ln project continues.

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Briar Branch Related Flood Mitigation & Bunker Hill Bridge Study

(W140-01-00)

TIRZ 17 CIP No. T-1734B

Monthly Status Report
February 2015

Project Description

Preliminary engineering design services for flood mitigation of five “straws” 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 Detention Basin. The project also includes a feasibility study of the need to modify the Bunker Hill Bridge. 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).



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 Briar Branch flood mitigation effort is proposed to take place at 5 locations that contribute flow to Briar Branch in between Gessner Road and the Briar Branch Detention Pond. The bridge to be studied is located at the intersection Bunker Hill Road and Briar Branch.

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Status Report

- Addition survey for Preliminary Design was begun.
- Preliminary design plans and draft PER were begun.
- Refinement of the Briar Branch XPSWMM model to detail ‘straws’ continues.
- Bunker Hill Bridge modifications in the model continue to be analyzed.
- Additional survey for modeling is complete.





END OF REPORT