

TIRZ 17 Redevelopment Authority
Memorial City Redevelopment Authority
Houston, Texas

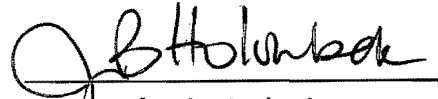
The Board of Directors of the TIRZ 17 Redevelopment Authority (aka the Memorial City Redevelopment Authority) will hold a regular meeting on Tuesday, March 31, 2015, at **8:00 a.m.**, at Four Points by Sheraton, 10655 Katy Freeway, Wycliffe Room, Houston, Texas 77024, to discuss, and if appropriate, act upon the following items:

1. Call meeting to order, take attendance, and verify a quorum is present.
2. Receive public comments.
3. Approve minutes of March 3, 2015, meeting.
4. Financial and bookkeeping matters, including payment of invoices, review of investments and project cash flow reports.
5. Depository Pledge Agreement with Wells Fargo Bank.
6. Amendment to Sublease Agreement for office space.
7. Local Interaction Group report and update.
8. Update from FY2016 CIP Committee.
9. Open discussion regarding FY2016 Budget and Capital Improvement Plan.
10. Review Klotz associates "Feasibility Analysis Report for Additional Detention West of Gessner Road" dated February 13, 2015.
11. Adopt and approve Streetscape Design Standards.
12. Recommendation letters for METRO and Scenic Houston.
13. Update regarding Memorial City Redevelopment Authority change of name and authorize appropriate action.
14. Right of Entry Agreement for Trammel Crow use of Town & Country Way for access and material storage.
15. Lumpkin Road Improvements Project including:
 - a. Construction status; and
 - b. Approval of time modifications, changes in work or pay applications.
16. Town and Country Drainage and Mobility Improvements Project – Four Points by Sheraton Parking lot extension; including:
 - a. Approve Lockwood, Andrews, and Newnam, Inc., to advertise for bid and solicit bids from qualified general contractors for construction.
17. Memorial Drive Drainage and Mobility Improvement Project, Phase I, including:
 - a. Memorial Drive Town Hall meeting.
18. Executive Directors Report.
19. 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.
20. Reconvene in Open Session and authorize appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
21. Convene in Executive Session pursuant to Section 551.072, Texas Government Code, to deliberate the purchase, exchange, lease, or value of real property.

534029

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 purchase, exchange, lease, or value of real property.
23. Adjournment.


Attorney for the Authority

534029

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

March 3, 2015

The Board of Directors (the "Board") of the TIRZ 17 Redevelopment Authority/Memorial City Redevelopment Authority (the "Authority") met in special session, open to the public, on March 3, 2015, at Four Points by Sheraton, 10655 Katy Freeway, Wycliffe Room, 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 and Rafael Ortega of Lockwood, Andrews & Newnam, Inc. ("LAN")
Jessica Holoubek and Veronica Seguin of Allen Boone Humphries Robinson LLP ("ABHR")
Ed Condon - 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, City Council Member
Mary Buzak
Steven David

Other

Pat Walters - Executive Director - Memorial Management District
Drew Masterson - First Southwest Company
Marlene Gafrick - MetroNational

1. Call Meeting to Order

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

2. Receive Public Comments

Ms. Virginia Gregory commented on the importance of drainage issues relating to the Conrad Sauer detention site that need to be addressed in addition to concerns regarding communication with the City regarding flooding south of 1-10.

Mr. Hugh Rawl stated pursuant to the City's CIP guidelines that the City should have a Public Works and Engineering Department representative on the Board. He stated that he believes the Authority should work more closely with Harris County Flood Control District and that strong consideration should be given to additional detention facilities under parking lots in the Authority's boundaries.

Ms. Roberta Prazak commented on the importance of public participation regarding the Memorial Drive Drainage and Mobility Improvement Project plans. She also discussed concerns regarding potential lack of conflict of interest disclosures by Board members.

Mr. Ed Browne discussed his concerns regarding a public information request he had made for analysis and data on the design of the Conrad Sauer detention pond rehabilitation project. He stated he believed that the information he received was insufficient.

Ms. Donna Freedman discussed her concerns regarding previous Board discussions on the construction of additional fire stations in the District prior to constructing additional drainage facilities.

3. Minutes of January 27, 2015, and February 10, 2015, Meetings

The Board reviewed the minutes of the January 27, 2015, regular meeting and the February 10, 2015, special meeting.

Director Rickel commented on the discussion of the City's January 7, 2015 letter included in the Authority's February 10, 2015, special minutes, which discussion was in relation to the acquisition of additional detention property from the City's Chief Development Officer titled "Guidelines Related to TIRZ Capital Projects". Director Freels suggested attaching a copy of said letter to the February 10, 2015, minutes.

After review and discussion, Director Rickel moved to (1) approve the minutes of the January 27, 2015, regular meeting, as presented; and (2) approve the minutes of the February

10, 2015, special meeting, as revised to include the noted City of Houston letter as an exhibit. Director Hamilton seconded the motion, which passed unanimously.

4. Financial and Bookkeeping Matters

Ms. Lofton reviewed the financial report for December and presented checks for payment by the Authority.

Director Givens requested that agenda item no. 18 be considered under financial and bookkeeping matters.

Mr. Ali presented and reviewed Pay Application No. 1, in the amount of \$441,746.09, to SER Construction Partners, LLC for construction for Lumpkin Road Reconstruction and Drainage Improvements. After review and discussion, and based on the engineer's recommendation, Director Rickel moved to approve Pay Application No. 1, as presented. Director Airola seconded the motion, which passed unanimously.

After review and discussion, Director Freels moved to approve the financial report and payment of the bills presented. The motion was seconded by Director Hamilton, which passed unanimously.

5. Recommendation from ETI Bookkeeping regarding changes to Authority bank accounts

Ms. Lofton stated that the Authority's current checking account is at Bank of America and she recommends moving the Authority's funds on deposit in this account to Wells Fargo because Wells Fargo does not charge an administrative fee and offers a 0.15% interest rate on checking accounts. She stated that she has confirmed that Wells Fargo offers the best interest rates of the relevant, available banks that the Authority may do business with. Director Airola asked Ms. Lofton how many banks she interviewed for the account, and Ms. Lofton stated four banks. After discussion, Director Hamilton moved to accept the bookkeeper's recommendation and transfer the District's funds from the Bank of America account to Wells Fargo. Director Tucker seconded the motion. Ms. Holoubek noted that an item to approve a Depository Pledge Agreement with Wells Fargo will be placed on the next Authority agenda.

6. Approve wire transfer to Stewart Title for Home Depot right of way acquisition

Ms. Holoubek presented a wire transfer in the amount of \$112,920.00 to Stewart Title for payment of the purchase price for a right of way acquisition related to the Lumpkin Road Improvements Project. After review and discussion, Director Hodges moved to approve the wire transfer in the amount of \$112,920.00 to Stewart Title. Director Airola seconded the motion, which passed unanimously.

7. Authorize execution of Development Agreement with Town Center Partners, Ltd.

Ms. Holoubek presented and reviewed a Development Agreement with Town Center Partners, Ltd. She stated that the Agreement follows the previously approved term sheet, noting that the replacement term has been revised to be two years from the effective date, and will be subject to final City approval. After review and discussion, Director Hodges moved to approve the Development Agreement with Town Center Partners, Ltd., subject to City approval. Director Airola seconded the motion, which passed unanimously, with the exception of Director Freels who abstained.

8. 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 8:32 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, Mr. Huml, Ms. Holoubek, Ms. Seguin, Ms. Curley, Ms. Buzak, and Mr. David.

9. Reconvene in Open Session

At 10:06 a.m., Director Givens announced the Board would reconvene in open session.

Director Hodges moved to implement a 90-day performance review plan. Upon a request from Director Givens for a roll call vote, Hodges, Givens, Freels, Hamilton, Airola, and Rickel voted aye, Director Tucker voted nay, and the motion passed by majority vote.

10. Local Interaction Group report and update

Director Hamilton stated that the Local Interaction Group will meet March 27, 2015, at 2:00 p.m. at the Authority Office to discuss and receive comments or suggested talking points for the upcoming Memorial Drive Drainage and Mobility Improvement Project Town Hall meeting.

11. Update regarding submission of revised "Feasibility Analysis Report for Additional Dentition West of Gessner Road" ("Revised Report") to City of Houston

Mr. Huml reported that Klotz Associates and LAN met, reviewed and submitted the Revised Report on February 10, 2015. Mr. Huml stated that he distributed the Revised Report on February 13, 2015. He reported that he received a cover letter to the City Chief Development Officer from Directors Rickel and Freels regarding the Revised Report on February 16, 2015. Ms. Curley stated that the Revised Report is currently being reviewed by the City Public Works and Engineering Department. Discussion ensued regarding the review and approvals process for the Revised Report. Ms. Curley stated that the City will arrange a

meeting as quickly as possible with Board directors, the Chief Development Officer, the City engineer and the Public Works and Engineering Department to discuss the Revised Report. She stated that the Chief Development Officer will set the invitation list for the meeting.

Director Tucker discussed the Revised Report and certain assumptions included in the Report. Director Givens recommended that Director Tucker discuss any concerns over the assumptions included in the Revised Report with the engineers who drafted the Revised Report. She noted that the Revised Report has been sealed.

12. Update from financial advisory services committee on financial advisory services agreements

Director Rickel reported that the financial advisory services committee met and reviewed proposals for financial advisory firms. He stated that the financial advisory services committee recommends that the Authority engage First Southwest Company as its financial advisor and terminate the agreement with the Authority's current financial advisor, RBC Capital Markets. Ms. Holoubek noted that the Authority's financial advisory services agreement with RBC Capital Markets requires a 30 day notice of termination. After review and discussion, Director Rickel moved to (1) terminate the Authority's financial advisory services agreement with RBC Capital Markets; and (2) enter into a financial advisory services agreement with First Southwest Company, effective after the date of termination of the Authority's agreement with RBC Capital Markets, and subject to final review and approval of the agreement by ABHR. Director Tucker seconded the motion, which passed unanimously.

Mr. Masterson introduced himself and stated he will be acting as First Southwest Company's contact for the District.

13. Establish Fiscal Year 2016 CIP Committee

Director Givens moved to appoint Directors Airola, Freels and herself to serve on the Fiscal Year 2016 CIP Committee. Discussion ensued regarding appointing directors to the 2016 CIP Committee who previously served on the 2015 CIP Committee. After discussion, Director Givens amended her motion to instead appoint Directors Airola, Hamilton and herself to service on the Fiscal Year 2016 CIP Committee. Director Hodges seconded the motion, which passed unanimously.

14. Adopt and approve Streetscape Design Standards

Mr. Vick reviewed revised Streetscape Design Standards with the Board and noted that he revised the Standards to incorporate comments previously given to him by the Board at the January 27, 2015, meeting. After discussion, Director Rickel moved to table adoption and approval of the Streetscape Design Standards until the next meeting. Director Hamilton seconded the motion, which passed unanimously.

15. Recommendation letters to METRO and Scenic Houston

Mr. Huml stated that METRO and Scenic Houston have requested letters of recommendation to the Authority for reimaging work presented to the Board. After discussion, Director Givens moved to authorize Mr. Huml to draft letters of recommendation for METRO and Scenic Houston for ABHR's review and presentation to Board at its next meeting. Director Hodges seconded the motion, which passed unanimously.

16. Open discussion regarding the name change of Memorial City Redevelopment Authority to Memorial Redevelopment Authority

Mr. Huml reported that Memorial Management District recently changed its name from Memorial City Management District to Memorial Management District. The Board discussed changing the Authority's name to share a more shared, recognizable name with the Memorial Management District. After discussion, Director Hodges moved to change the Authority's name from the Memorial City Redevelopment Authority to the Spring Branch-Memorial Redevelopment Authority, subject to all necessary approvals by the City and State agencies. Director Tucker seconded the motion, which passed unanimously.

17. Authorize execution of Interlocal Agreement with Harris County Flood Control District to convey Briar Branch Detention Basin.

The Board concurred to table action on this item.

18. Authorize letter of termination to Cornerstone Medical Partnership ("Cornerstone")

Ms. Holoubek stated that the Authority has an agreement with Cornerstone for Cornerstone to maintain certain median improvement previously constructed along Kimberley Lane. She stated that Memorial Management District will now assume maintenance of such medians and that the Authority's agreement with Cornerstone may be terminated. After review and discussion, Director Givens moved to authorize ABHR to send a letter of termination to Cornerstone terminating the Authority's maintenance agreement. Director Hamilton seconded the motion, which passed unanimously.

19. North Gessner Project

Mr. Vick presented and reviewed a proposal for design, construction documentation and bidding phase services for CIP 1732A Gessner Drive Drainage and Mobility Improvements from SWA totaling \$78,350. The Board discussed the proposal and requested that item III regarding design approval be revised to reflect that Mr. Huml has authority for design approval, subject to the Board's direction and final approval. After review and discussion, Director Hamilton moved to approve the proposal for design, construction documentation and bidding phase services for CIP 1732A Gessner Drive Drainage and

Mobility Improvements from SWA totaling \$78,350, subject to the revision in item III, as discussed. Director Rickel seconded the motion, which passed unanimously.

20. Lumpkin Road Improvements Project

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

21. 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 being rescheduled for April at Memorial Middle School. The Board requested that an agenda be posted for the town hall meeting. Director Givens stated that the Board is committed to working with Councilmember Pennington on the Project.

22. Executive Director's Report

The Board concurred to table the Executive Director's Report until the next meeting.

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

The Board did not convene in executive session pursuant to Section 551.072, Texas Government Code.

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

The Board did not convene in executive session pursuant to Section 551.072, Texas Government Code.

25. 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 10:52 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, Mr. Huml, Ms. Holoubek, Ms. Seguin, Ms. Curley, Ms. Buzak, and Mr. David.

26. Reconvene in Open Session

At 11:15 a.m., Director Givens announced the Board would reconvene in open session.

Director Hamilton moved to (1) create an Employment Management Committee to consider available personnel resources and evaluation matters; (2) appoint himself, Director Freels, and Director Tucker to the Employment Management Committee; and (3) conduct 30 day evaluations on Mr. Huml's performance based on previously adopted written evaluation forms. Director Rickel seconded the motion, which passed unanimously.

27. Adjournment

There being no additional matters for the Board's consideration, Director Freels moved to adjourn the meeting. Director Hamilton 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

February 28, 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>General Fund</u>	<u>Capital Projects</u>	<u>Debt Service</u>	<u>Total</u>
Beginning Balance	19,113,870.71	8,480,212.94	835,027.29	28,429,110.94
Revenue	1,486.86	3,449.38	32.61	4,968.85
Expenditures	28,946.24	640,032.79	826,315.50	1,495,294.53
Ending Balance	19,086,411.33	7,843,629.53	8,744.40	26,938,785.26

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: **19,113,870.71**

REVENUE:

Checking Interest - Bank of America	1,087.01	
Texpool Interest	29.31	
Wells Fargo/TexSTAR (Surplus Funds) Interest	359.54	
Public Records Request	11.00	
Voided Check (s) 1432	3,200.00	
Total Revenue:		4,686.86

DISBURSEMENTS:

Checks Presented At Last Meeting	16,811.77	
Checks Written at/after Last Meeting	0.00	
FDIC Assessment Fee	1,035.66	
Direct Deposit Payroll	8,015.80	
Payroll Taxes	1,709.92	
Employee Expenses	1,373.09	
Total Expenditures		28,946.24

Ending Balance: **19,089,611.33**

Location of Assets:

Institution	Investment Number	Interest Rate	
Bank of America	*9516	0.1400	9,424,024.35
TexPool	*0001	0.0441	865,246.42
Wells Fargo/TexSTAR	TexSTAR Surplus Funds	0.0548	8,555,340.56
Texas Exchange Bank CD	*3601	0.7000	245,000.00
Total			19,089,611.33
Certificate of Deposit	CD *4215	Term: 12 Months	Matures: 09/28/2015

**Memorial City Redevelopment Authority
Checks Presented March 31, 2015**

Num	Name	Description	Amount
1445	Allen Boone Humphries Robinson LLP	Legal Fee	-13,813.01
1446	Equi-Tax, Inc	Tax Assessor Fee	-400.00
1447	ETI Bookkeeping Services	Bookkeeping Fee	-972.77
1448	Marsh Darcy Partners, Inc	Office Lease	-1,405.54
Total			-16,591.32

Capital Projects Fund

BEGINNING BALANCE		8,480,212.94
 REVENUE		
Checking Interest - Bank of America	937.90	
TexPool Interest	11.48	
Voided Check(s) 10290	2,500.00	
Total Revenue		3,449.38
 EXPENDITURES		
Checks Presented at Last Meeting	638,678.36	
Checks Written at/after Last Meeting	435.82	
10297 City of Houston - Water Bill		
FDIC Assessment Fee	918.61	
Total Expenditures		640,032.79
 ENDING BALANCE		 7,843,629.53

Location of Assets:

Institution	Investment Number	Interest Rate	Current Balance
Bank of America	*1719	0.1400	7,504,038.37
Tex Pool	*0003	0.0441	339,591.16
		Total	7,843,629.53

**Memorial City Redevelopment Authority
Checks Presented March 31, 2015**

Num	Name	Description	Amount
10298	Allen Boone Humphries Robinson LLP	Legal Fee	-4,192.50
10299	Klotz Associates Inc	Engineering Consultant	-93,048.67
10300	Lockwood, Andrews & Newman, Inc.	Engineering Fee	-137,462.00
10301	SER Construction Partners, LLC	Pay Estimate No. 2	-131,810.12
10302	SWA Group	Landscape Architect Services	-7,031.24
Total			-373,544.53

Debt Service Fund

BEGINNING BALANCE		835,027.29
REVENUE		
Wells Fargo/TexSTAR (2008 DSF) Interest	32.31	
Wells Fargo/TexSTAR (2008 Pled Rev) Interest	0.30	
Total Revenue		32.61
EXPENDITURES		
2008 Debt Service Interest Payment	171,102.50	
2011 Debt Service Interest Payment	151,248.00	
2011A Debt Service Interest Payment	503,965.00	
Total Expenditures		826,315.50
ENDING BALANCE		8,744.40

Location of Assets:

Institution	Investment Number	Interest Rate	Current Balance
Wells Fargo *4601	TexSTAR 2008 DSF	0.0548	393.75
Wells Fargo *4603	TexSTAR DS Reserve	0.0548	272.17
Wells Fargo *4600	TexSTAR 2008 Pledged Rev	0.0548	8,078.48
		Total	8,744.40

Memorial City Redevelopment Authority
Investment Report
February 28, 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	0.0441	866,650.86	1.00007	29.31	(1,373.09)	865,306.99	1.00007	865,246.42
GOF	Wells Fargo/ TexStar	0.0548	8,555,605.53	1.000073	359.54	0.00	8,555,999.32	1.000077	8,555,340.56
CPF	TexPool	0.0441	339,603.45	1.00007	11.48	(0.00)	339,614.93	1.00007	339,591.16
DSF	Wells Fargo/ TexStar DSF	0.0548	826,737.29	1.000073	32.31	(826,315.50)	393.78	1.000077	393.75
DSF	Wells Fargo/ TexStar Res.	0.0548	272.19	1.000073	0.00	0.00	272.19	1.000077	272.17
DSF	Wells Fargo/ TexStar PI Rev	0.0548	8,078.77	1.000073	0.30	(0.00)	8,079.10	1.000077	8,078.48

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	16,928,062.72	Federal Reserve	22,980,470	FNCL	21,841,757	22,980,470

Certification:

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

Michelle Gaylor
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
February 2015

	February			Year To Date (8 Months)			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
Ordinary Income/Expense							
Income							
1000 · Income							
8223 · Interest Income	2,458	7,303	-4,845	27,709	58,422	-30,713	87,633
8855 · Miscellaneous Income	11	0	11	11	0	11	0
Total 1000 · Income	2,469	7,303	-4,834	27,720	58,422	-30,702	87,633
6-4320 · Increment Collections	0	0	0	9,675,318	0	9,675,318	12,524,238
Total Income	2,469	7,303	-4,834	9,703,038	58,422	9,644,616	12,611,871
Expense							
3335 · Management Consulting Services							
6320 · Legal	13,813	5,000	8,813	81,028	40,000	41,028	60,000
6322 · Eng Consultant/General Prof.Svc	0	6,250	-6,250	13,906	50,000	-36,094	75,000
6337 · Construction Audit	0	0	0	0	0	0	10,000
6343 · Other	497	0	497	3,073	0	3,073	0
Total 3335 · Management Consulting Services	14,310	11,250	3,060	98,007	90,000	8,007	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	826,316	826,315	1	1,704,667	1,704,667	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	826,316	826,315	1	4,371,667	4,364,667	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	1,155	875	280	8,268	7,000	1,268	10,500
6340 · Administration Salaries/Benefit	10,682	11,833	-1,151	90,915	94,667	-3,752	142,000
6344 · Bond Svcs/Trustee/FA	400	400	0	3,200	3,200	0	4,800
6350 · Office Expense	260	1,250	-990	4,832	10,000	-5,168	15,000
6351 · Office Lease	1,420	1,250	170	10,327	10,000	327	15,000
6353 · Insurance / FDIC Assess.Fee	1,954	3,750	-1,796	19,432	30,000	-10,568	45,000
6560 · Payroll Expenses	142	0	142	1,346	0	1,346	0
Total 6300 · Administration & Overhead	16,013	19,358	-3,345	157,320	171,867	-14,547	249,300
7000 · Capital Expenditure							
1701 · Gessner Widening	0	0	0	103	0	103	0
1709 · Lumpkin I-10 Westview	220,931	275,000	-54,069	394,388	2,200,000	-1,805,612	3,300,000

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

	February			Year To Date (8 Months)			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
1713 · Memorial near Bwy 8 Drainage	0	0	0	113	0	113	0
1715A · Barryknoll East Drainage	0	16,667	-16,667	1,041,390	133,333	908,057	200,000
1717 · Town & Country W. Drain/Mobil	34,220	172,917	-138,697	391,332	1,383,333	-992,001	2,075,000
1722 · Town & Country Blv Signalizatn	338	0	338	2,409	0	2,409	0
1724 · Gessner at Barryknoll Intersec.	0	0	0	103	0	103	0
1725 · Parks & Green Space Improv.	990	2,083	-1,093	48,244	16,667	31,577	25,000
1731A · Detention Basin & W-140 Bridge	774	0	774	125,707	0	125,707	0
1731B · Memorial Drainage & Mobility	21,426	0	21,426	43,065	0	43,065	0
1732A · N Gessner Drainage & Mobility	57,694	25,000	32,694	227,874	200,000	27,874	300,000
1734 · W140 Channel Improvements	7,370	134,583	-127,213	857,504	1,076,667	-219,163	1,615,000
1734B · Bunker Hill Bridge	24,973	6,250	18,723	62,098	50,000	12,098	75,000
1735A · Detention Basin A	5,925	256,667	-250,742	107,613	2,053,333	-1,945,720	3,080,000
1736A · Memorial Drive Drainage	0	33,333	-33,333	0	266,667	-266,667	400,000
Total 7000 · Capital Expenditure	374,641	922,500	-547,859	3,301,943	7,380,000	-4,078,057	11,070,000
Total Expense	1,231,280	1,779,423	-548,143	7,928,937	12,006,534	-4,077,597	16,945,179
Net Income	-1,228,811	-1,772,120	543,309	1,774,101	-11,948,112	13,722,213	-4,333,308

ETI Bookkeeping Services

PO BOX 73109
Houston, TX 77273

Invoice

Date	Invoice #
3/1/2015	7304

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
Couriers		22.77	22.77

	Total	\$972.77
	Payments/Credits	\$0.00
	Balance Due	\$972.77

Don Huml: Executive Director
 Reviewed: Don Huml
 Date: March 23, 2015
 Code: 6333
 Amount: \$ 972.77

Marsh Darcy Partners, Inc.
8955 Katy Freeway, Suite 216
Houston, Texas 77024

Invoice #: 1942
Date: 3/16/2015

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 - April 2015		810.00	4/1/2015	810.00
Jan Buehler	Assist Don Huml: Schedule/prepare Bee-Line delivery to Glenn Airola, Bradley Freels, David Hamilton, John Rickel, Zachary Hodges; confirmed.	0.5	50.00	2/16/2015	25.00
Jan Buehler	Assist Don Huml: Print from PDF 6 pg color, Schedule/Prepare Bee-Line delivery to COH: Jennifer Curley, Andrew Icken, CM Oliver Pennington, CM Brenda Stardig; confirmed receipt.	1	50.00	2/17/2015	50.00
Jan Buehler	Assist Don Huml: Scan multipage to single PDF.	0.25	50.00	2/23/2015	12.50
Jan Buehler	Assist Don Huml: Printing PDF 3 pgs x 5 color.	0.25	50.00	2/25/2015	12.50
Jan Buehler	Assist Don Huml: Print 3/02 board packet PDF; copy/collate 15 sets.	0.5	50.00	2/27/2015	25.00
Jan Buehler	Prepare TIRZ 17 Board nameplate Veronica Seguin/ABHR; print, assemble.	0.25	50.00	3/2/2015	12.50
Jan Buehler	Assist Don Huml: Printing from PDF 26 pgs x 5 b&w.	0.25	50.00	3/9/2015	12.50
Jan Buehler	Assist Don Huml: Printing from PDF 26 pgs x 5 b&w	0.25	50.00	3/10/2015	12.50
Jan Buehler	Assist Don Huml: Print 5 b&w sets of 19 page pdf agenda packet	0.25	50.00	3/11/2015	12.50
Jan Buehler	Assist Don Huml: Schedule Bee-Line Courier; prepare packages to Jennifer Curley/COH, David Hamilton/Binkley Barfield; confirm receipt	0.5	50.00	3/12/2015	25.00
Jan Buehler	Assist Don Huml: Print from 7-pg PDF x 6 color 8 1/2 x 11	0.25	50.00	3/16/2015	12.50

Thank You

Total Due

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

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

Invoice #: 1942
 Date: 3/16/2015

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
Reimb Group	Bee Line Delivery: Bradley Freels/Midway Companies 02.16.15		7.20	2/16/2015	7.20
	Bee Line Delivery: Dr Zachary Hodges/Houston Community College (closed-Holiday) 02.16.15		16.70	2/16/2015	16.70
	Bee Line Delivery: David Hamilton/Binkley and Barfield 02.16.15		9.22	2/16/2015	9.22
	Bee Line Delivery: Glenn Airola/ Fidelis Realty Partners 02.16.15		10.66	2/16/2015	10.66
	Bee Line Delivery: John Rickel/Group 1 Automotive Inc 02.16.15		7.20	2/16/2015	7.20
	Bee Line Delivery: Dr Zachary Hodges/Houston Community College 02.17.15		16.70	2/17/2015	16.70
	Bee Line Delivery: Jennifer Curley/City of Houston 02.17.15		12.97	2/17/2015	12.97
	Bee Line Delivery: Oliver Pennington/City of Houston 02.17.15		12.97	2/17/2015	12.97
	Bee Line Delivery: Brenda Stardig/City of Houston 02.17.15		12.97	2/17/2015	12.97
	Bee Line Delivery: Andrew F. Icken/City of Houston 02.17.15		12.97	2/17/2015	12.97
	Bee-Line Delivery: Jennifer Curley/City of Houston 03.12.15		10.66	3/12/2015	10.66
	Bee-Line Delivery: David Hamilton/Binkley Barfield 03.12.15		9.22	3/12/2015	9.22
	Total Reimbursable Expenses				139.44
Photocopies black & white	Photocopies (black & white) in house Price per page	2,006	0.10	3/16/2015	200.60
Photocopies (color) + 8.5"x11...	Photocopies (color) over 8.5"x11" in house price per page.	10	1.15	3/10/2015	11.50

Thank You

Total Due

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

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

Invoice #: 1942
Date: 3/16/2015

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
Photocopies (color) 8.5"x11"	Photocopies (color) 8.5"x11" in house price per page.	42	0.75	3/16/2015	31.50
<p>Don Huml: Executive Director Reviewed: <u>Don Huml</u> Date: <u>March 23, 2015</u> Code: <u>6351</u> Amount: <u>\$1,405.54</u></p>					

Thank You

Total Due

\$1,405.54

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

ABHR

ALLEN BOONE HUMPHRIES ROBINSON LLP

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

March 12, 2015

MEMORIAL CITY REDEVELOPMENT AUTHORITY

General	Client/Matter:	MEM001-01
	Statement Number:	72573
	Billing Attorney:	Trey Lary

REMITTANCE PAGE

Fees for services posted through March 06, 2015	13,736.25
Expenses and Other Items posted through March 06, 2015	76.76
Total Amount Due:	\$13,813.01

Don Huml: Executive Director

Reviewed: Alon Huml

Date: March 23, 2015

Code: 6320

Amount: \$13,813.01

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

March 12, 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:

MEM001-01
72573
Trey Lary

General

Professional Fees

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

<u>Date</u>	<u>Professional</u>		<u>Hours</u>
General			
02/05/15	Marguerite Sharp	Research and forward document as requested	0.25
02/09/15	Jessica Holoubek	Telephone conference with Ann Givens; prepare for Board of Directors meeting; discuss conflicts of interest with Bob Tucker	0.75
02/10/15	Jessica Holoubek	Travel to and attend Board of Directors meeting; follow up regarding the same; telephone conference with Ann Givens; telephone conference with Jennifer Curley	3.75
02/10/15	Veronica Seguin	Travel time and attendance at Board of Directors meeting; follow up work from Board of Directors meeting	3.75
02/11/15	Jessica Holoubek	Work on matters regarding Texas Public Information Act request; exchange of emails with Jim Webb regarding Texas Department of Transportation grant applications; telephone conference with Don Huml	0.75
02/12/15	Jessica Holoubek	Research and discuss authority to contract with state agency in connection with grants	0.50
02/16/15	Veronica Seguin	Correspondence with Don Huml regarding financial advisory services search committee matters; finish drafting minutes from January 27, 2015, regular meeting; draft minutes from February 10, 2015, special meeting; and certified agendas from same.	2.50
02/17/15	Trey Lary	Conference call with Andy Icken	0.25
02/17/15	Veronica Seguin	Work on minutes and agenda for next meeting	0.50
02/18/15	Trey Lary	Work on public information request	0.25
02/18/15	Veronica Seguin	Work and correspondence regarding agenda for next meeting	0.50

Allen Boone Humphries Robinson LLP

March 12, 2015

02/19/15	Veronica Seguin	Revisions to Authority agenda; correspondence and work regarding same	0.50
02/20/15	Janelle N. Hedges	Research and transfer documents into ProLaw as instructed for response to Public Information Act Request from Ed Brown	0.25
02/20/15	Veronica Seguin	Revisions to minutes from January and February meetings	0.50
02/20/15	Heather Trachtenberg	Call Gary Struzick regarding outstanding open records request; email Kerri Dorman regarding same; review and analyze Open Meetings Act	0.50
02/23/15	Veronica Seguin	Revisions to agenda and minutes; correspondence with Don Huml regarding same	0.50
02/24/15	Karen Anderson	Forward agenda for website and City Hall postings; distribute agenda	0.50
02/24/15	Janelle N. Hedges	Research and transfer documents into ProLaw as instructed for response to Public Information Act Request	0.50
02/24/15	Veronica Seguin	Correspondence with Don Huml regarding upcoming meeting matters; work regarding agenda preparation; prepare documentation for upcoming Board of Directors meeting	1.50
02/25/15	Janelle N. Hedges	Research and transfer documents into ProLaw as instructed for response to Public Information Act Request	0.25
02/25/15	Trey Lary	Work on current action items with Jessica Holoubek	0.25
02/26/15	Heather Trachtenberg	Discuss Open Records Request and response with Kerri Dorman; email Jessica Holoubek regarding same	0.50
02/27/15	Veronica Seguin	Review Authority files for RBC Financial Advisory Contract and transmit to David Smalling; revisions to meeting minutes; correspondence with Don Huml regarding upcoming meeting matters.	1.00
03/01/15	Jessica Holoubek	Telephone conference with Ann Givens regarding employment matters	0.75
03/02/15	Jessica Holoubek	Telephone conference with Ann Givens; follow up regarding employment issues	0.50
03/02/15	Veronica Seguin	Review District file for Employment Agreement with Don Huml.	0.25
03/02/15	Heather Trachtenberg	Participate in conference call with Jessica Holoubek and Kerri Dorman regarding open record request; discuss Don Huml's employment situation with Carole Riggs	0.75
03/03/15	Jessica Holoubek	Travel to, attend and follow up Board of Directors meeting	4.75
03/03/15	Veronica Seguin	Travel time and attendance at Board of Directors meeting; draft termination letter to RBC Capital Markets; follow up work from Board of Directors meeting.	5.25
03/03/15	Heather Trachtenberg	Draft email response to John Rickel email regarding open records request; research Texas Open Records Act and third-party proprietary information; draft email response regarding open records request	1.75
03/04/15	Jessica Holoubek	Telephone conference with John Rickel; telephone conference with Trey Lary; telephone conference with Mary Buzak; follow up regarding employment issues; discuss financial advisory services with Don Huml; work on matters regarding Authority name change	2.75

03/04/15	Beth King	Review, sort, and add documents into district records in accordance with Records Management Act and District's Records Management Policy	0.25
03/04/15	Veronica Seguin	Follow up with attorney regarding District meeting matters.	0.25
03/05/15	Jessica Holoubek	Review and execute termination letter to John Norkus	0.25
03/06/15	Jessica Holoubek	Telephone conference with Don Huml regarding TrammelCrow access over TIRZ property	0.25
			<i>Total Task Hours:</i>
			38.25
			<i>Total Task Amount:</i>
			\$12,285.00

Public Information Requests

02/18/15	Kerri J. Dorman	Telephone conference with Wayne Klotz regarding information request	0.25
02/20/15	Kerri J. Dorman	Telephone conference with Don Huml; email correspondence with Wayne Klotz; review document to be produced	0.50
02/23/15	Kerri J. Dorman	Email correspondence with Wayne Klotz; telephone conferences with Don Huml; review email correspondence from Requestor and draft response for Don Huml; email correspondence with Requestor	1.00
02/24/15	Kerri J. Dorman	Telephone conferences with Don Huml; including review of related email correspondence	0.25
02/26/15	Kerri J. Dorman	Telephone conferences with Don Huml and Heather Trachtenberg; review email correspondence from requestor	0.25
03/02/15	Jessica Holoubek	Work on matters regarding response to open records request	0.25
03/03/15	Jessica Holoubek	Work on matters regarding open records request	0.25
03/05/15	Jessica Holoubek	Telephone conference with Ann Givens regarding open records request	0.50
03/05/15	Jessica Holoubek	Discuss public information request with Wayne Klotz	0.25
			<i>Total Task Hours:</i>
			3.50
			<i>Total Task Amount:</i>
			\$1,451.25
			Total Fees:
			\$13,736.25

Expenses and Other Items

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

02/10/15	KMH	Federal Express: Center Point Energy	15.10
02/10/15	KMH	Mileage expense	12.65
02/11/15		Photocopy Charges	1.05
02/11/15	KMH	Federal Express: ETI Bookkeeping Services	14.21
02/24/15	KMH	Photocopy Charges	0.60
02/25/15		Photocopy Charges	5.85
03/06/15		Photocopy Charges	8.70
03/06/15		Photocopy Charges	9.00
03/06/15		Photocopy Charges	9.60
			<u>Total Expenses and Other Items:</u>
			76.76

TASK FEE BREAKDOWN

	<u>Hours</u>	<u>Amount</u>
General	38.50	12,285.00
Public Information Requests	3.50	1,451.25

Total Fees:	\$13,736.25
Total Expenses and Other Items:	\$76.76
Total Amount Due:	\$13,813.01

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March 12, 2015

MEMORIAL CITY REDEVELOPMENT AUTHORITY

	Client/Matter:	MEM001-03
	Statement Number:	72574
Projects	Billing Attorney:	Trey Lary

REMITTANCE PAGE

Fees for services posted through March 06, 2015	4,192.50
Expenses and Other Items posted through March 06, 2015	0.00
Total Amount Due:	\$4,192.50

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*

Don Huml: Executive Director

Reviewed: Don Huml

Date: March 23, 2015

Code: 7000

Amount: \$ 4,192.50

ABHR

ALLEN BOONE HUMPHRIES ROBINSON LLP

Taxpayer ID 74-3091731

March 12, 2015

MEMORIAL CITY REDEVELOPMENT AUTHORITY

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

Client/Matter: MEM001-03
Statement Number 72574
Billing Attorney: Trey Lary

Projects

Professional Fees

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

<u>Date</u>	<u>Professional</u>		<u>Hours</u>
<u>W140 Channel and Briar Brach Basin</u> ^{1731A}			
03/04/15	Jessica Holoubek	Discuss maintenance of detention pond with Don Huml	0.25
			<i>Total Task Hours:</i> 0.25
			<i>Total Task Amount:</i> \$112.50
<u>Gessner Widening - 4701</u> ^{1732A}			
03/04/15	Jessica Holoubek	Discuss SWA task order with Don Huml	0.25
03/05/15	Jessica Holoubek	Review revised SWA task order and follow up regarding the same	0.25
			<i>Total Task Hours:</i> 0.50
			<i>Total Task Amount:</i> \$225.00
<u>Lumpkin I-10 Westview - 1709</u>			
02/10/15	Jessica Holoubek	Follow up regarding property acquisition from Home Depot	0.25
02/10/15	Veronica Seguin	Telephone conference with representative of CenterPoint regarding Lumpkin Road/CenterPoint Transmission Corridor Easement	0.25
02/11/15	Jessica Holoubek	Work on matters regarding Home Depot property acquisition	1.50
02/11/15	Heather Trachtenberg	Participate in conference call regarding Lumpkin Road/Home Depot construction project; review and analyze Temporary Right of Entry and Construction Agreement	0.75
02/12/15	Jessica Holoubek	Work on Home Depot temporary construction agreement	0.75
02/26/15	Anne Newtown	Review pending Home Depot PSA; correspondence with Heather Trachtenberg regarding same	0.75
02/26/15	Veronica Seguin	Review correspondence and status regarding Home Depot	0.25

Allen Boone Humphries Robinson LLP

March 12, 2015

		and Lumpkin Road Improvements	
02/26/15	Heather Trachtenberg	Review email correspondence regarding Purchase and Sale Agreement with Home Depot; review and analyze Purchase and Sale Agreement; discuss Purchase and Sale agreement language regarding letter from City of Houston with Jessica Holoubek; discussion with Anne Newtown regarding title commitment	1.50
02/26/15	Heather Trachtenberg	Revise Right of Entry Agreement with Dresser Rand and SER Construction; email Judi Levine and Ricky Gonzalez regarding same	0.50
03/02/15	Heather Trachtenberg	Call Debra Thompson regarding Purchase and Sale Agreement provision regarding letter from city	0.25
03/04/15	Jessica Holoubek	Work on matters regarding acquisition of property from Home Depot	0.75
03/05/15	Jessica Holoubek	Work on Home Depot property conveyance matters	0.50
03/05/15	Anne Newtown	Various correspondence with Jessica Holoubek regarding proposed acquisition from Home Depot; review PSA to update title information.	0.50
03/05/15	Veronica Seguin	Work regarding Home Depot Purchase and Sale Agreement and Temporary Construction Agreement.	0.25
		<i>Total Task Hours:</i>	8.75
		<i>Total Task Amount:</i>	\$3,517.50

Town & Country Blv Signalization - 1722

03/02/15	Jessica Holoubek	Discuss Development Agreement with Andy Beaupre	0.25
03/06/15	Jessica Holoubek	Work on matters regarding development agreement	0.50
		<i>Total Task Hours:</i>	0.75
		<i>Total Task Amount:</i>	\$337.50
		Total Fees:	\$4,192.50

TASK FEE BREAKDOWN

	<u>Hours</u>	<u>Amount</u>
W140 Channel and Briar Brach Basin	0.25	112.50
Gessner Widening - 1701	0.50	225.00
Lumpkin I-10 Westview - 1709	8.75	3,517.50
Town & Country Blv Signalization - 1722	0.75	337.50

	Total Fees:	\$4,192.50
	Total Expenses and Other Items:	\$0.00
	Total Amount Due:	\$4,192.50

swa

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

Date: March 19, 2015
Invoice No: 161578
For Period: February
Project No: RHTS401.A
Project Manager: Rhett Rentrop

Project Lumpkin Road South Construction Phase Services - Professional Design Services

WORK PERFORMED:
Review of Submittals

Professional Services from February 01, 2015 to February 28, 2015

Fee

Total Fee	14,750.00		
Percent Complete	5.00	Total Earned	737.50
		Previous Fee Billing	590.00
		Current Fee Billing	147.50
		Total Fee	147.50

Total this Invoice \$147.50

Prior Billed	590.00
Current	147.50
Billed to Date	737.50
% Complete	5%

Don Huml: Executive Director
Reviewed: Don Huml
Date: March 23, 2015
Code: 7000 - 1709
Amount: \$ 147.50

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: March 19, 2015
Invoice No: 161577
For Period: February
Project No: RHTS401.B
Project Manager: James Vick

Project Professional Design Services-Lumpkin Road North: Design and Construction Phase
Service

WORK PERFORMED:
Prepare preliminary design, review preliminary design w/ Shadow Oaks;
Site investigation, verification, meetings, conferences, coordination.

Professional Services from February 01, 2015 to February 28, 2015

Fee				
Total Fee	18,200.00			
Percent Complete	20.00	Total Earned	3,640.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	3,640.00	
		Total Fee		3,640.00
		Total this Invoice		\$3,640.00

Prior Billed 0.00
Current 3,640.00
Billed to Date 3,640.00
% Complete 20%

Don Huml: Executive Director

Reviewed: Don Huml

Date: March 23, 2015

Code: 7000-1709

Amount: \$ 3,640.00

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.

swa

Don Huml: Executive Director

Reviewed: Don Huml

Date: March 23, 2015

Code: 7000-1734

Amount: \$ 2,688.49

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

Date: March 18, 2015
Invoice No: 161571
For Period: February
Project No: RHTS405
Project Manager: James Vick

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

WORK PERFORMED:
Prepare Design Document Updates
Meetings & Coordination

Professional Services from February 01, 2015 to February 28, 2015

Professional Personnel

	Hours	Rate	Amount
Principals			
Vick, James	7.00	210.00	1,470.00
Associates			
Rentrop, Rhett	1.00	139.98	139.98
Staff			
Lahti, Alex	2.50	95.50	238.75
Ollinger, DeMera	12.00	69.98	839.76
Total Fee Due This Invoice			2,688.49

Total this invoice \$2,688.49

Prior Billed 15,522.22
Current 2,688.49
Billed to Date 18,210.71
% Complete 55%

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: March 19, 2015
Invoice No: 161580
For Period: February
Project No: RHTS404
Project Manager: James Vick

Project Memorial City Redevelopment Authority Professional Design Services-On Call Services

Professional Services from February 01, 2015 to February 28, 2015

Reimbursable Expenses

Reimbursable Misc.

Print Stop Reprographics	Feb Prints	504.77	
	1.1 times	504.77	555.25
Total Reimbursables			
	Total this Invoice		\$555.25

Don Huml: Executive Director

Reviewed: Don Huml

Date: March 23, 2015

Code: 7000-1725

Amount: \$ 555.25

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.

CUSTOMER COPY

INVOICE # 008447

Date: 02/23/15

Customer Purchase/Job # RHIS404

Work Order #



1239A West 19th St. • Houston, Texas 77008
print_stop@comcast.net
713-864-2302

S
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Company Name: _____
Address: _____
Attention: _____

S
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Customer Name: _____
Address: _____
Attention: JAMES

DRAWING NUMBERS OR DESCRIPTION	KIND OF WORK	NO. OF ORIG.	NO. OF PRINTS EACH	SIZE OF PRINT	STOCK	SQUARE FEET	UNIT PRICE	AMOUNT
CRW 1241 (B. 2)	Color Copy	114	3	8.5 x 11	(10 min 404)			205.20
CRW 1241 (B. 2)	Color Copy	114	3	8.5 x 11	(2/25/15)			15.00
CRW 1241 (B. 2)	Color Copy	114	3	8.5 x 11	(10 min 404)			205.20
CRW 1241 (B. 2)	Color Copy	2	7	8.5 x 11	(2/25/15)			8.40
CRW 1241 (B. 2)	Color Copy	2	7	8.5 x 11	(10 min 404)			17.50
SUB TOTAL								466.30
SALES TAX								38.47
TOTAL								504.77



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

PLEASE REMIT TO: Lockwood, Andrews & Newnam, Inc.
2025 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

March 20, 2015
Invoice No: 17

Engineering services through March 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	25.00%	\$114,300.00	\$ 38,100.00	\$ 22,860.00	\$ 15,240.00
CIP No. T-1709	Lumpkin Roadway Improvements from IH-10 Frontage Road to Northbrook Drive CMT	\$340,800.00	2.00%	\$333,984.00	\$ 6,816.00	\$ -	\$ 6,816.00
CIP No. T-1709	Lumpkin Roadway Improvements from IH-10 Frontage Road to Northbrook Drive CM&I	\$597,600.00	20.00%	\$478,080.00	\$ 119,520.00	\$ 59,760.00	\$ 59,760.00
CIP No. T-1717	Town & Country West Drainage & Mobility Improvements- Amendment to Phase II Detailed Design	\$684,400.00	55.00%	\$307,980.00	\$ 376,420.00	\$ 342,200.00	\$ 34,220.00
CIP No. T-1731B	Memorial Drive Drainage and Mobility Improvements	\$428,600.00	10.00%	\$385,740.00	\$ 42,860.00	\$ 21,434.00	\$ 21,426.00
Total		\$2,203,800.00			\$ 583,716.00	\$ 446,254.00	\$ 137,462.00

CURRENT PAYMENT DUE THIS INVOICE: \$137,462.00

Don Huml: Executive Director

Reviewed: Don Huml

Date: March 23, 2015

Code: 7000

Amount: \$137,462.00



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

March 20, 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. 17 in the amount of \$137,462.00 for the above projects, which covers services through March 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 be 'MA', written over a horizontal line. The signature is fluid and cursive.


Muhammad Ali, P.E.
Project Manager

MA:jjj

Enclosures: LAN Invoice No.17

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

March 02, 2015
 Project No: 1111.006.000
 Invoice No: 215129


TIRZ 17 Apartment Pond Feasibility Report
 TIRZ 17 CIP No.: T-1735, Detention Basin

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

Description	Contract Amount	Percent Complete	Billed to Date	Previously Invoiced	Current Invoice
TIRZ 17 Apt. Pond Feasibility Report	39,500.00	100.00	39,500.00	33,575.00	5,925.00
Total Fee	39,500.00		39,500.00	33,575.00	5,925.00
					5,925.00
					\$5,925.00
Recap:	Current	Previous	To-Date		
Total Billings	5,925.00	33,575.00	39,500.00		
Contract Amount			39,500.00		
			Total Due This Invoice:		\$5,925.00

Don Huml: Executive Director
 Reviewed: Alan Huml
 Date: 03-23-2015
 Code: 7000-1735 A
 Amount: \$ 5,925.00

Invoice

klotz  associates

1160 Dairy Ashford, Suite 500
Houston, Texas 77079
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houston.office@klotz.com

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

March 23, 2015
Project No: 1111,004.000
Invoice No: 315057

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 February 16, 2015 to March 15, 2015:

Description	Contract Amount	Percent Complete	Billed to Date	Previously Invoiced	Current Invoice
Basic Services	474,170.00	48.01	227,649.02	170,179.61	57,469.41
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		227,649.02	170,179.61	57,469.41
					57,469.41
					\$57,469.41

Recap:	Current	Previous	To-Date
Total Billings	57,469.41	170,179.61	227,649.02
Contract Amount			619,360.00
Balance.			391,710.98
		Total Due This Invoice:	\$57,469.41

Don Huml: Executive Director

Reviewed: Don Huml

Date: March 24, 2015

Code: 7000 - 1732A

Amount: \$ 57,469.41

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

Professional Services Summary

Through 03/15/15

Invoice # ~~215057~~

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	48.01%	\$227,649.02	\$170,179.61	\$57,469.41
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		\$227,649.02	\$170,179.61	\$57,469.41
<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		\$227,649.02	\$170,179.61	\$57,469.41

Total Fees Earned this Period	\$57,469.41
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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 March 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.) Review of project documentation provided by LAN complete.
 - 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 continue.
 - 5.) Update of concepts and coordination with Mathewson Ln project continue.
 - 6.) Continue 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 03-03-15.
 - 3.) Progress Mtgs. on 02-25-15 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.) Continue 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 03-31-15.

2. Ph II Sub-consultant

- 1.) TBD

Issues and Information we are waiting to receive - None

Invoice

klotz  associates

1160 Dairy Ashford, Suite 500
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houston.office@klotz.com

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

March 23, 2015
Project No: 1111.002.001
Invoice No: 315056

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

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

Description	Contract Amount	Percent Complete	Billed to Date	Previously Invoiced	Current Invoice
Basic Services:					
Task#1 Preliminary Engineering	117,995.00	53.62	63,268.92	41,675.83	21,593.09
Task#2 Bunker Hill Rd Feasibility Assess.	16,900.00	55.00	9,295.00	5,915.00	3,380.00
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		72,563.92	47,590.83	24,973.09
					24,973.09
					\$24,973.09

Recap:	Current	Previous	To-Date
Total Billings	24,973.09	47,590.83	72,563.92
Contract Amount			156,745.00
Balance			84,181.08
Don Huml: Executive Director			
Reviewed: <u>Alan Huml</u>			
Date: <u>March 24, 2014</u>			
Code: <u>7000-1734B</u>			
Amount: <u>\$ 24,973.09</u>			
		Total Due This Invoice:	\$24,973.09

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

Professional Services Summary
 Through 03/15/15
 Invoice # 315066

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	53.62%	\$63,268.92	\$41,675.83	\$21,593.09
Task#2 - Bunker Hill Road Feasibility Assessment	\$16,900.00	\$16,900.00	55.00%	\$9,295.00	\$5,915.00	\$3,380.00
SubTotal Basic Services	\$134,895.00	\$134,895.00		\$72,563.92	\$47,590.83	\$24,973.09
<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		\$72,563.92	\$47,590.83	\$24,973.09

Total Fees Earned this Period	\$24,973.09
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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 March 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 - complete.
 - 3.) Modeling - Refinement of Briar Branch SWMM model to detail 'straws' and Bunker Hill Bridge continues.
 - 4.) Report and recommendations continues.
 - 5.) Preliminary Design (30%) continues.
 - b. Bunker Hill Road Feasibility Assessment continues.
 - c. Meetings
 - 1.) Project Team Meetings as required.
 - 2.) Attended and provided project update at TIRZ Board Meeting on 03-03-15.
 - 3.) Progress Mtg. 02-25-15 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.) Modeling - Refinement of Briar Branch SWMM model to detail 'straws' and Bunker Hill Bridge to be completed.
 - 3.) Report and recommendations – Report continues.

- 4.) Preliminary Design (30%) – continues.
- b. Bunker Hill Road Feasibility Assessment – continues with draft report.
- c. Meetings
 - 1.) Project Team Meetings as required.
 - 2.) Attend and provide project update at TIRZ Board Meeting on 03-31-15
 - 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

Invoice

klotz  associates

1160 Dairy Ashford, Suite 500
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houston.office@klotz.com

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

March 23, 2015
Project No: 1111.002.000
Invoice No: 315055

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

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

Description	Contract Amount	Percent Complete	Billed to Date	Previously Invoiced	Current Invoice
Basic Services (LS)	624,155.00	92.66	578,342.02	573,660.85	4,681.17
Additional Services (T&M)	89,645.00	71.00	63,220.08	63,220.08	0.00
Total Fee	713,800.00		641,562.10	636,880.93	4,681.17
					4,681.17
					\$4,681.17
					0.00
Recap:					
Total Billings	4,681.17		636,880.93	641,562.10	
Contract Amount				713,800.00	
Balance				72,237.90	
			Total Due This Invoice:		\$4,681.17

Don Huml: Executive Director

Reviewed: Don Huml

Date: March 24, 2015

Code: 7000 - 1734A

Amount: \$ 4,681.17

Memorial City Redevelopment Authority / TIRZ 17

Brlar Branch (W140-01-00) Channel Improvements
 TIRZ 17 CIP No. T-1734A
 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 03/15/15
 Invoice # 315055

Task	Contract Budget Fees	Authorized Amounts	Percent Complete %	Budget Amount Earned	Previously Billed	Earned This Period
Basic Services						
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	92.66%	\$578,342.02	\$573,660.85	\$4,681.17
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		\$578,342.02	\$573,660.85	\$4,681.17
Additional Engineering Services / SubContracted Services / Reimbursible Expenses						
I. Additional Engineering Services	\$35,820.00					
1. TCPs - Traffic Control Plans		\$23,280.00	91.80%	\$21,372.18	\$21,372.18	\$0.00
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	\$63,220.08	\$0.00
Total Professional Services Fees	\$713,800.00	\$713,800.00		\$641,562.10	\$636,880.93	\$4,681.17

Total Fees Earned this Period	\$4,681.17
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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 March 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. 02-25-15 to review project status with TIRZ Executive Director.
 - 4.) Attend and provided project update at TIRZ Board Meeting on 03-03-15.
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 submitted to HCFCD on 12-18-14 under HCFCD review. Plans will be submitted to HCFCD upon

approval of Drainage Impact report by HCFCD. Plans will be submitted to CoH upon approval 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 03-31-15.
2. Ph II Sub-consultant (Survey – Kuo & Associates)
 - 1.) Kuo additional survey work complete.

Issues and Information we are waiting to receive - None



MEMORIAL CITY REDEVELOPMENT AUTHORITY
Tax Increment Reinvestment Zone No. 17

Estimate No. : 2
 Cut Off Date : 02/28/15
 Estimate Date : 03/13/15

**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 TIME IN CALENDAR DAYS

Contract Date	: 12/11/2014	Original Contract Time	: 465
Start Date	: 1/5/2015	Approved Extensions	: 0
Current Contract Completion Date	: 4/14/2016	Total Contract Time	: 465
Substantial Completion Date	:	Days Used to Date	: 55
Percentage By Time	: 11.83%	In Place	: 4.47%
Date Insurance Exp. :	6/8/2015	Drug Policy Due Date:	N/A
Current M/SBE :	0.19/0.11	Schedule Update Received :	1/15/2015

CONTRACT AMOUNT TO DATE :

- Original Contract Amount \$11,142,521.40
- Approved Change Orders

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

Total Approved Extentions 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	4.47% Complete	<u>\$603,743.38</u>
2. Material Stored on Site	\$ 0.00	
3. Material Stored in Place	\$ 0.00	
4. Balance-Materials Accepted Not in Place	\$ 0.00 @ 85%	<u>\$0.00</u>
5. Work Change Directives - In Place		<u>\$0.00</u>
TOTAL EARNINGS TO DATE		<u>\$603,743.38</u>

B. DEDUCTIONS

1. Retainage	5% Of	\$603,743.38	<u>\$30,187.17</u>
2. Retainage Release	0% Of	\$603,743.38	<u>\$0.00</u>
3. Total Retainage			<u>\$30,187.17</u>
4. Liquidated Damages	0.00 Days @	\$5,000.00	<u>\$0.00</u>
5. Assessments			<u>\$0.00</u>
6. Inspector Overtime Costs			<u>\$0.00</u>
TOTAL DEDUCTIONS			<u>\$30,187.17</u>

C. AMOUNT DUE THIS PERIOD

1. Total Earnings to Date	<u>\$603,743.38</u>
2. Total Deductions	<u>\$30,187.17</u>
3. Total Payments Due	<u>\$573,556.21</u>
4. Less Previous Payments	<u>\$441,746.09</u>
5. Restoration Adjustment	<u>\$0.00</u>
TOTAL AMOUNT DUE CONTRACTOR THIS DATE	<u>\$131,810.12</u>

BALANCE REMAINING \$12,894,249.82

Prepared By

[Signature]
 Richard L Butler

Reviewed By

[Signature]
 Muhammad Ali, P.E. 3/17/15
 Date

Approved By:

[Signature] 3/23/15
 Don Huml, TIRZ17 Executive Director Date
 Code # 1709

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

Estimate 2

Item No.	Spec Ref	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
Base Bid General Items											
1	01502	Mobilization	LS	1	\$300,000.00	\$300,000.00	0.5	0	0.50	\$0.00	\$150,000.00
2	01555	Traffic Control and Regulations	LS	1	\$250,000.00	\$250,000.00	0.25	0	0.25	\$0.00	\$62,500.00
3	01555S	Uniformed Police Officers	HR	3185	\$30.00	\$95,550.00	278.2125	394	672.21	\$11,820.00	\$20,166.38
4	01555	Portable Concrete Low Profile Traffic Barrier Install	LF	2570	\$29.00	\$74,530.00	640	1140	1,780.00	\$33,060.00	\$51,620.00
5	01555	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	01555	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	1	0	1.00	\$0.00	\$6,450.00
8	01570	Inlet Protection Barrier	LF	500	\$14.70	\$7,350.00	240	0	240.00	\$0.00	\$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
HCFC											
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	HCFC 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 Rehab 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	HCFC 02315	Select Fill (Embankment)	CY	3410	\$30.90	\$105,369.00	0	0	0.00	\$0.00	\$0.00
34	HCFC 02361	Reinforced Filter Fabric Fence	LF	1850	\$2.10	\$3,885.00	0	0	0.00	\$0.00	\$0.00
35	HCFC 02364	Rock Filter Dam (Type 3)	LF	150	\$41.40	\$6,210.00	0	0	0.00	\$0.00	\$0.00
36	HCFC 02365	Stabilized Construction Entrance / Exit	SY	422	\$24.90	\$10,507.80	0	0	0.00	\$0.00	\$0.00
37	HCFC 02376	5-Inch Concrete Slope Paving	SY	1265	\$60.00	\$75,900.00	0	0	0.00	\$0.00	\$0.00
38	HCFC 02376	Backslope Interceptor Structure	EA	3	\$1,100.00	\$3,300.00	0	0	0.00	\$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

Estimate 2

Item No.	Spec Ref	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
39	02611	24-inch HDPE Storm Sewer by Open Cut Complete in Place	LF	275	\$127.00	\$34,925.00	0	0	0	\$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	\$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	\$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	\$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	\$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	\$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	\$0.00	\$0.00
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	\$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	\$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	\$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	\$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	\$0.00	\$0.00
51	02631	Precast 8-foot X 8-foot Storm Sewer Cap (w/24-inch Outlet) by Oper EA	EA	2	\$4,000.00	\$8,000.00	0	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	\$0.00	\$0.00
53	02632 / 02633	Type PW Headwall (TXDOT Item 466)	EA	1	\$23,000.00	\$23,000.00	0	0	0	\$0.00	\$0.00
54	02632 / 02633	Junction Box With Riser	EA	6	\$19,000.00	\$114,000.00	0	0	0	\$0.00	\$0.00
55	02633	Type A Inlet	EA	8	\$2,518.50	\$20,148.00	0	0	0	\$0.00	\$0.00
56	02633	Type C1 Inlet with Extension	EA	1	\$3,069.00	\$3,069.00	0	0	0	\$0.00	\$0.00
57	02633	Type BB Inlet	EA	15	\$2,505.00	\$37,575.00	0	0	0	\$0.00	\$0.00
58	02633	Type E Inlet	EA	3	\$2,680.50	\$8,041.50	0	0	0	\$0.00	\$0.00
59	02670	28-inch (9-inch o/s) Modular Block	EA	316	\$144.00	\$45,504.00	0	0	0	\$0.00	\$0.00
60	02670	Modular Block Wall (Complete) (bolck, Granular Backfill)	SF	22320	\$54.90	\$1,225,368.00	0	0	0	\$0.00	\$0.00
61	02751	7-inch Concrete Pavement	SY	1235	\$51.20	\$63,232.00	0	0	0	\$0.00	\$0.00
62	02751	6-inch Cement Stabilized Base (TXDOT)	SY	1318	\$10.70	\$14,102.60	0	0	0	\$0.00	\$0.00
63	02754	7-inch High Early Strength Concrete Driveways, including excavation	SF	750	\$7.20	\$5,400.00	0	0	0	\$0.00	\$0.00
64	02771	Concrete Curb (All Heights)	LF	478	\$28.90	\$13,814.20	0	0	0	\$0.00	\$0.00
65	HCFC0 02911	Furnishing and Placing 8-inch Topsoil	SY	12569	\$5.50	\$69,129.50	0	0	0	\$0.00	\$0.00
66	02922	Inlet Protection Sodding	SY	8854	\$4.00	\$35,416.00	0	0	0	\$0.00	\$0.00
67	02922	Sodding	SY	8854	\$4.00	\$35,416.00	0	0	0	\$0.00	\$0.00
68	HCFC0 03310	Concrete Mow Strip (5-inches)	CY	221	\$410.40	\$90,698.40	0	0	0	\$0.00	\$0.00
69	HCFC0 03310	8-foot Wide Concrete Pilot Channel	LF	550	\$33.30	\$29,315.00	0	0	0	\$0.00	\$0.00
70	HCFC0 03310	6-foot Wide Concrete Pilot Channel	LF	292	\$39.80	\$11,621.60	0	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	\$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	\$0.00	\$0.00
73	02221	Remove and Dispose of 36-inch Diameter Water Line, All Types of MLF	MLF	206	\$43.40	\$8,940.40	0	0	0	\$0.00	\$0.00
74	02221	Remove and Dispose of 48-inch Diameter Water Line, All Types of MLF	MLF	210	\$50.50	\$10,605.00	0	0	0	\$0.00	\$0.00
75	02511	12-inch Water Line by Trenchless	LF	56	\$258.70	\$14,487.20	0	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	\$0.00	\$0.00
77	02511	8-inch Water Line by Trenchless	LF	2094	\$55.00	\$115,170.00	170	1268	1,438.00	\$69,740.00	\$79,090.00
78	02511	8-inch Water Line with Restrained Joints	LF	179	\$163.20	\$29,212.80	0	0	0	\$0.00	\$0.00
79	02511	8-inch Water Line DIP Press CL 350	LF	60	\$123.30	\$7,398.00	0	0	0	\$0.00	\$0.00
80	02511	36-inch Water Line	LF	206	\$398.80	\$82,152.80	0	0	0	\$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

Estimate 2

Item No.	Spec Ref	Base Unit Short Title	Unit of Measure	Estimated Quantity	Contract Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date	
81	02511	48-inch Water Line	LF	210	\$538.40	\$113,064.00	0	0	0.00	\$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	\$0.00	
83	02512	1.5-inch to 2-inch Copper Service Connection, Short Side	EA	6	\$1,360.50	\$8,163.00	0	6	6.00	\$8,163.00	\$8,163.00	
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	\$0.00	
85	02513	4-inch Wet Connection	EA	1	\$985.80	\$985.80	0	0	0.00	\$0.00	\$0.00	
86	02516	4-inch Cut, Plug and Abandon	EA	1	\$176.70	\$176.70	0	0	0.00	\$0.00	\$0.00	
87	02513	6-inch Wet Connection	EA	1	\$1,586.30	\$1,586.30	0	0	0.00	\$0.00	\$0.00	
88	02516	6-inch Cut, Plug and Abandon	EA	1	\$238.20	\$238.20	0	0	0.00	\$0.00	\$0.00	
89	02513	8-inch Wet Connection	EA	4	\$1,089.00	\$4,356.00	0	2	2.00	\$2,178.00	\$2,178.00	
90	02516	8-inch Cut, Plug and Abandon	EA	5	\$202.50	\$1,012.50	0	2	2.00	\$405.00	\$405.00	
91	02513	12-inch Wet Connection	EA	1	\$1,199.20	\$1,199.20	0	0	0.00	\$0.00	\$0.00	
92	02516	12-inch Cut, Plug and Abandon	EA	1	\$500.30	\$500.30	0	0	0.00	\$0.00	\$0.00	
93	02520	Fire Hydrant Assembly with 6-inch Gate Valve	EA	9	\$3,821.10	\$34,389.90	0	3	3.00	\$11,463.30	\$11,463.30	
94	02520	6-inch FH Lead (Open Cut)	LF	98	\$47.50	\$4,655.00	0	0	0.00	\$0.00	\$0.00	
95	02520	Remove and Salvage Existing Fire Hydrant	EA	7	\$264.00	\$1,848.00	0	0	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	0.00	\$0.00	\$0.00	
Base Bid Sanitary												
97	02082	Precast Standard Sanitary Manhole	EA	2	\$2,542.50	\$5,085.00	0	0	0.00	\$0.00	\$0.00	
98	02082	Precast Standard Drop Sanitary Manhole	EA	1	\$2,642.10	\$2,642.10	0	0	0.00	\$0.00	\$0.00	
99	02531	18-inch Sanitary Sewer	LF	138	\$164.60	\$22,714.80	0	0	0.00	\$0.00	\$0.00	
100	02531	4-inch Sanitary Sewer	LF	15	\$65.50	\$982.50	0	0	0.00	\$0.00	\$0.00	
101	02531	4-inch Sanitary Sewer Force Main	LF	34	\$52.80	\$1,795.20	0	0	0.00	\$0.00	\$0.00	
Base Bid Paving												
102	02741	Temporary Asphalt	SY	1255	\$105.70	\$132,653.50	1491.52	0	1,491.52	\$0.00	\$157,653.66	
103	02319	Filling of Ditch (Temporary TCP)	CY	750	\$16.50	\$12,375.00	355.56	0	355.56	\$0.00	\$5,866.74	
104	02221	Remove and Dispose of Asphalt Concrete Pavement	SY	8971	\$5.90	\$52,928.90	2322.22	0	2,322.22	\$0.00	\$13,701.10	
105	02221	Remove and Dispose of Reinforced Concrete Pavement with or without	SY	639	\$5.90	\$3,770.10	0	0	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	0.00	\$0.00	\$0.00	
107	02221	Remove and Dispose of Sidewalks (All Materials, All Thickness)	SY	72	\$8.20	\$590.40	0	0	0.00	\$0.00	\$0.00	
108	02315	Roadway Excavation	CY	15700	\$23.30	\$365,810.00	0	0	0.00	\$0.00	\$0.00	
109	02221	Remove Concrete Curb all Heights	LF	1000	\$1.30	\$1,300.00	0	0	0.00	\$0.00	\$0.00	
110	02771	Concrete Curb (All Heights)	LF	5300	\$3.00	\$15,900.00	0	0	0.00	\$0.00	\$0.00	
111	02771	Concrete Curb (Toe Wall 0" to 18")	LF	700	\$14.00	\$9,800.00	0	0	0.00	\$0.00	\$0.00	
112	02337	Lime/Fly-Ash Stabilized Subgrade, 6-inch	SY	13403	\$4.10	\$54,952.30	0	0	0.00	\$0.00	\$0.00	
113	02337	Lime for Lime Stabilization	TON	200	\$180.00	\$36,000.00	0	0	0.00	\$0.00	\$0.00	
114	02754	7-inch High Early Strength Concrete Driveways, including excavation	SF	8499	\$6.60	\$56,093.40	0	0	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	0.00	\$0.00	\$0.00	
116	TXDOT 360	10-inch Continuous Reinforced Concrete Pavement (TXDOT) (High SY	SY	370	\$66.50	\$24,605.00	0	0	0.00	\$0.00	\$0.00	
117	TXDOT 360	6-inch Cement Stabilized Base (TXDOT)	SY	370	\$19.60	\$7,252.00	0	0	0.00	\$0.00	\$0.00	
118	TXDOT 360	6-inch Lime Treated Subgrade (TXDOT)	SY	370	\$4.10	\$1,517.00	0	0	0.00	\$0.00	\$0.00	
119	02752	Board Expansion Joint with Load Transfer Device	LF	1362	\$8.90	\$12,121.80	0	0	0.00	\$0.00	\$0.00	
120	02752	Horizontal Dowels, All Lengths	EA	28	\$10.60	\$296.80	0	0	0.00	\$0.00	\$0.00	
121	02752	Saw-Cut Concrete Pavement (All Depths)	LF	265	\$12.00	\$3,180.00	0	0	0.00	\$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

Estimate 2

Item No.	Spec Ref	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
122	321413	ADA Accessible Wheelchair Ramps	EA	6	\$1,119.00	\$6,714.00	0	0	0	\$0.00	\$0.00
123	321413	ADA Dectable Warring Pavers	SY	49	\$120.00	\$5,880.00	0	0	0	\$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
125	02319	Borrow	CY	1860	\$18.40	\$34,224.00	0	0	0	\$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
127	02950	Shade Trees (Lumpkin Road Basic Amenities)	EA	49	\$720.00	\$35,280.00	0	0	0	\$0.00	\$0.00
128	02950	Low Flowering Tree	EA	54	\$690.00	\$37,260.00	0	0	0	\$0.00	\$0.00
129	02810	Irrigation	SF	60000	\$1.40	\$84,000.00	0	0	0	\$0.00	\$0.00
130	02780	Sidewalk Concrete Accent Pavers	SF	4795	\$18.00	\$86,310.00	0	0	0	\$0.00	\$0.00
131	02751	Gathering Areas	SF	2000	\$60.00	\$120,000.00	0	0	0	\$0.00	\$0.00
132	02870	Benches	EA	2	\$1,731.00	\$3,462.00	0	0	0	\$0.00	\$0.00
133	02870	Bike Racks	EA	3	\$1,251.00	\$3,753.00	0	0	0	\$0.00	\$0.00
134	02780	Trash Receptacles	EA	1	\$1,030.50	\$1,030.50	0	0	0	\$0.00	\$0.00
135	DWG	Lighting	EA	29	\$7,020.00	\$203,580.00	0	0	0	\$0.00	\$0.00
136	DWG	Electrical Services	EA	1	\$79,200.00	\$79,200.00	0	0	0	\$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
138	02465	Drill Shaft (Traffic Signal Pole) (30-inch)	LF	64	\$240.00	\$15,360.00	0	0	0	\$0.00	\$0.00
139	02580	35-foot Traffic Signal Pole	EA	2	\$6,600.00	\$13,200.00	0	0	0	\$0.00	\$0.00
140	02580	40-foot Traffic Signal Pole	EA	2	\$10,440.00	\$20,880.00	0	0	0	\$0.00	\$0.00
141	02582	PED Pole Assembly	EA	2	\$1,440.00	\$2,880.00	0	0	0	\$0.00	\$0.00
142	02582	Push Button Pole Assembly	EA	2	\$600.00	\$1,200.00	0	0	0	\$0.00	\$0.00
143	02893	Traffic Signal Construction	EA	1	\$4,200.00	\$4,200.00	0	0	0	\$0.00	\$0.00
144	02893	Temporary Traffic Signals	EA	1	\$25,200.00	\$25,200.00	1	0	1	\$0.00	\$0.00
145	02893	Removal of Concrete Foundations	EA	4	\$840.00	\$3,360.00	2	2	4	\$1,680.00	\$3,360.00
146	02893	Remove Traffic Signal Pole Assembly	EA	4	\$540.00	\$2,160.00	4	0	0	\$0.00	\$2,160.00
147	02893	Electrical Service (UL TYPE 3R)	EA	1	\$4,800.00	\$4,800.00	0	0	0	\$0.00	\$0.00
148	16710	Traffic Signal Pull Box Type A	EA	6	\$480.00	\$2,880.00	0	0	0	\$0.00	\$0.00
149	16710	Traffic Signal Pull Box Type B	EA	3	\$600.00	\$1,800.00	0	0	0	\$0.00	\$0.00
150	16710	Traffic Signal Pull Box Type C	EA	1	\$1,440.00	\$1,440.00	0	0	0	\$0.00	\$0.00
151	16711	1.5-inch (Trench) Conduit PVC (SCHD 80)	LF	699	\$12.00	\$8,388.00	0	0	0	\$0.00	\$0.00
152	16711	2-inch (Trench) Conduit PVC (SCHD 80)	LF	58	\$14.40	\$835.20	0	0	0	\$0.00	\$0.00
153	16711	2.5-inch (Trench) Conduit PVC (SCHD 80)	LF	9	\$16.80	\$151.20	0	0	0	\$0.00	\$0.00
154	16711	3-inch (Trench) Conduit PVC (SCHD 80)	LF	28	\$18.00	\$504.00	0	0	0	\$0.00	\$0.00
155	16711	4-inch (Trench) Conduit PVC (SCHD 80)	LF	21	\$21.60	\$453.60	0	0	0	\$0.00	\$0.00
156	16711	4-inch (Bore) Conduit PVC (SCHD 80)	LF	682	\$24.00	\$16,368.00	0	0	0	\$0.00	\$0.00
157	16713	Loop Detector Wire Cable	LF	975	\$0.40	\$390.00	0	0	0	\$0.00	\$0.00
158	16713	Loop Detector Lead-in Cable	LF	3030	\$1.80	\$5,454.00	0	0	0	\$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	\$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	\$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	\$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	\$0.00	\$0.00

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Contract # WBS No. N-T17000-0012-3
 Lumpkin Road Reconstruction and Drainage Improvements
 Estimate 2

Item No.	Spec Ref	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
163	16715	Veh. Sig. Sec. (12-inch) Inc.(Green) LED	EA	8	\$192.00	\$1,536.00	0	0	0	\$0.00	\$0.00
164	16715	Veh. Sig. Sec. (12-inch) Inc.(Yellow) LED	EA	8	\$192.00	\$1,536.00	0	0	0	\$0.00	\$0.00
165	16715	Veh. Sig. Sec. (12-inch) Inc.(Red) LED	EA	8	\$192.00	\$1,536.00	0	0	0	\$0.00	\$0.00
166	16715	Back Plate(12-inch)(3 Sec.)	EA	8	\$48.00	\$384.00	0	0	0	\$0.00	\$0.00
167	16715	Back Plate(12-inch)(4 Sec.)	EA	8	\$72.00	\$576.00	0	0	0	\$0.00	\$0.00
168	16716	Ped. Sig. Sec. (12- LED (2 Indications)	EA	8	\$540.00	\$4,320.00	0	0	0	\$0.00	\$0.00
169	16720	Traffic Signal Cable (Type A)(14 AGW)(3 CONDR)	LF	848	\$1.10	\$932.80	0	0	0	\$0.00	\$0.00
170	16720	Traffic Signal Cable (Type A)(14 AGW)(5 CONDR)	LF	880	\$1.40	\$1,232.00	0	0	0	\$0.00	\$0.00
171	16720	Traffic Signal Cable (Type A)(14 AGW)(7 CONDR)	LF	2140	\$2.20	\$4,708.00	0	0	0	\$0.00	\$0.00
172	16720	Electrical CONDR (No. 8) Bare	LF	1307	\$1.00	\$1,307.00	0	0	0	\$0.00	\$0.00
173	16720	Electrical CONDR (No. 10) Insulated	LF	950	\$0.20	\$190.00	0	0	0	\$0.00	\$0.00
174	16720	Signal Power (No. 4 THHN)	LF	105	\$2.40	\$252.00	0	0	0	\$0.00	\$0.00
175	16724	Optical Detector Unit	EA	4	\$840.00	\$3,360.00	0	0	0	\$0.00	\$0.00
176	16724	Phase Selector	EA	1	\$4,200.00	\$4,200.00	0	0	0	\$0.00	\$0.00
177	16724	Optical Detector Cable	EA	580	\$1.80	\$1,044.00	0	0	0	\$0.00	\$0.00
178	16730	Controller Cabinet 340 ITS	EA	1	\$24,979.20	\$24,979.20	0	0	0	\$0.00	\$0.00
179	16731	Model 2070L Controller	EA	1	\$3,600.00	\$3,600.00	0	0	0	\$0.00	\$0.00
180	16732	Battery Backup System	EA	1	\$6,600.00	\$6,600.00	0	0	0	\$0.00	\$0.00
181	16734	WIMAX	EA	1	\$1,560.00	\$1,560.00	0	0	0	\$0.00	\$0.00
182	16750	Audible Pedestrian Signal Unit	EA	4	\$1,680.00	\$6,720.00	0	0	0	\$0.00	\$0.00
183	16713	Performed Loop (6'X50')	EA	4	\$960.00	\$3,840.00	0	0	0	\$0.00	\$0.00
184	16713	Performed Loop (6'X6')	EA	8	\$1,080.00	\$8,640.00	0	0	0	\$0.00	\$0.00
185	16727	Sawcut Loop (6'X6')	LF	141	\$9.60	\$1,353.60	0	0	0	\$0.00	\$0.00
Base Bid Signage and Pavement Markings											
186	01554	Placement of Permanent Signs	EA	42	\$372.00	\$15,624.00	0	0	0	\$0.00	\$0.00
187	01554	Relocating Existing Signs	EA	1	\$420.00	\$420.00	0	0	0	\$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
189	02764	Raised Reflective Pavement Markings, Type I-C-R	EA	8	\$4.70	\$37.60	0	0	0	\$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
191	02767	Thermoplastic Pavement Markings Remove (Yellow) 4-inch (SLD)	LF	180	\$0.70	\$126.00	0	0	0	\$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
193	02767	Thermoplastic Pavement Markings (Yellow) 4-inch (BRK)	LF	3536	\$0.70	\$2,475.20	0	0	0	\$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
195	02767	Thermoplastic Pavement Markings (Yellow) 24-inch (SLD)	LF	60	\$7.40	\$444.00	0	0	0	\$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
197	02767	Thermoplastic Pavement Markings (White) 4-inch (BRK)	LF	320	\$0.80	\$256.00	0	0	0	\$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
199	02767	Thermoplastic Pavement Markings (White) 12-inch (SLD)	LF	642	\$4.60	\$2,953.20	0	0	0	\$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
201	02767	Thermoplastic Pavement Markings (Solid Yellow Median Nose)	EA	2	\$192.00	\$384.00	0	0	0	\$0.00	\$0.00
202	02767	Thermoplastic Pavement Markings (WORD)	EA	3	\$180.00	\$540.00	0	0	0	\$0.00	\$0.00
203	02767	Thermoplastic Pavement Markings (ARROW)	EA	18	\$180.00	\$3,240.00	0	0	0	\$0.00	\$0.00

Extra Unit Price Table

SER Construction Partners, Inc.
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Estimate 2

Item No.	Spec Ref	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
1	01110	8-inch Line Stop	EA	2	\$4,788.00	\$9,576.00	0	0	0	\$0.00	\$0.00
2	01110	De-Mobilization/Remobilization	LS	1	\$50,000.00	\$50,000.00	0	0	0	\$0.00	\$0.00
3	02640	Box Culvert Repair	EA	2	\$1,200.00	\$2,400.00	0	0	0	\$0.00	\$0.00
4	02640	Manhole Repair	EA	2	\$852.00	\$1,704.00	0	0	0	\$0.00	\$0.00
5	02640	Inlet Repair	EA	2	\$705.00	\$1,410.00	0	0	0	\$0.00	\$0.00
Cash Allowance Table											
1	01110	Street Cut Permits		1	\$5,000.00	\$5,000.00	0	0	0	\$0.00	\$0.00
2	01110	TXDOT Permit		1	\$5,000.00	\$5,000.00	0	0	0	\$0.00	\$0.00
3	01270S	Proposed Street Lights with Foundations		1	\$20,000.00	\$20,000.00	0	0	0	\$0.00	\$0.00
4	01110	AT&T Approved Sub-Contractor for Conduit Relocation		1	\$20,000.00	\$20,000.00	0	0	0	\$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
2	00800	Substantial Completion of Contract Milestone 2:	Day	10	\$4,000.00	\$40,000.00	0	0	0	\$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
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
2	01555S	Uniformed Police Officers	HR	2275	\$30.00	\$68,250.00	0	0	0	\$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
4	01555	Portable Concrete Low Profile Traffic Barriers Move & Reset	LF	500	\$10.60	\$5,300.00	0	0	0	\$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
6	01570	Inlet Protection Barrier	LF	200	\$29.40	\$5,880.00	0	0	0	\$0.00	\$0.00
7	02922	Sodding	SY	1000	\$4.00	\$4,000.00	0	0	0	\$0.00	\$0.00
8	01570	Filter Fabric Fence	LF	2000	\$2.10	\$4,200.00	0	0	0	\$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
10	02082	Type-C Mnhole	EA	2	\$3,105.00	\$6,210.00	0	0	0	\$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
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
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
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
15	02221	Remove and Dispose of Existing Inlets All Types	EA	7	\$324.00	\$2,268.00	0	0	0	\$0.00	\$0.00
16	02221	Remove and Dispose of Existing Manholes All Types	EA	3	\$324.00	\$972.00	0	0	0	\$0.00	\$0.00
17	02260	Trench Safety System	LF	1240	\$1.20	\$1,488.00	0	0	0	\$0.00	\$0.00
18	0540	Storm Sewer Rehabilitation-Inside Joint Repair	EA	170	\$600.00	\$102,000.00	0	0	0	\$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	\$0.00	\$0.00
20	02221	Remove Existing Storm Sewer Leads	LF	90	\$15.80	\$1,422.00	0	0	0	\$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	\$0.00	\$0.00
22	02633	Type C1 Inlet with Extension	EA	5	\$3,418.50	\$17,092.50	0	0	0	\$0.00	\$0.00
23	02633	Type BB Inlet	EA	12	\$2,443.50	\$29,322.00	0	0	0	\$0.00	\$0.00
24	02633	Type E Inlet	EA	1	\$2,692.50	\$2,692.50	0	0	0	\$0.00	\$0.00
25	02632/02633	Junction Box W/rt Riser	EA	3	\$13,572.00	\$40,716.00	0	0	0	\$0.00	\$0.00

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Estimate 2

Item No.	Spec Ref	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
26	02511	8-inch Water Line by Trenchless	LF	1197	\$58.30	\$69,785.10	0	0	0	\$0.00	\$0.00
27	02511	8-inch Water Linewith Restrained Joints	LF	101	\$72.10	\$7,282.10	0	0	0	\$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	\$0.00	\$0.00
29	02512	1.5-inch to 2-inch Copper Service Connection, Long Side	EA	10	\$1,626.00	\$16,260.00	0	0	0	\$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	\$0.00	\$0.00
31	02516	8-inch Cut, Plug and Abandon	EA	1	\$156.60	\$156.60	0	0	0	\$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	\$0.00	\$0.00
33	02520	6-inch FH Lead (Open Cut)	LF	3	\$185.90	\$557.70	0	0	0	\$0.00	\$0.00
34	02520	Remove and Salvage Existing Fire Hydrant	EA	2	\$351.00	\$702.00	0	0	0	\$0.00	\$0.00
35	02525	8-inch x 8-inch TS&V	EA	1	\$4,057.20	\$4,057.20	0	0	0	\$0.00	\$0.00
ALT Bid Sanitary											
36	02082	Precast Standard Sanitary Manhole	EA	7	\$2,673.00	\$18,711.00	0	0	0	\$0.00	\$0.00
37	02531	18-inch Sanitary Sewer	LF	1220	\$168.00	\$204,960.00	0	0	0	\$0.00	\$0.00
38	02531	8-inch Sanitary Sewer	LF	51	\$153.00	\$7,803.00	0	0	0	\$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	\$0.00	\$0.00
ALT Bid Paving											
40	02741	Temporary Asphalt	SY	1358	\$43.30	\$58,801.40	0	0	0	\$0.00	\$0.00
41	02319	Filling of Ditch (Temporary TCP)	CY	750	\$12.40	\$9,300.00	0	0	0	\$0.00	\$0.00
42	02221	Remove and Dispose of Asphalt Concrete Pavement	SY	5168	\$6.50	\$33,592.00	0	0	0	\$0.00	\$0.00
43	02221	Remove and Dispose of Reinforced Concrete with or without Asphalt	SY	3097	\$6.50	\$20,130.50	0	0	0	\$0.00	\$0.00
44	02221	Remove and Dispose of Driveways (All Materials, All Thickness)	SY	1339	\$6.50	\$8,703.50	0	0	0	\$0.00	\$0.00
45	02221	Remove and Dispose of Sidewalks (All Materials, All Thickness)	SY	25	\$8.80	\$220.00	0	0	0	\$0.00	\$0.00
46	02315	Roadway Excavation	CY	15700	\$18.50	\$290,450.00	0	0	0	\$0.00	\$0.00
47	02221	Remove Concrete Curb all Heights	LF	335	\$1.30	\$435.50	0	0	0	\$0.00	\$0.00
48	02771	Concrete Curb All Heights	LF	2625	\$23.30	\$61,162.50	0	0	0	\$0.00	\$0.00
49	02337	Lime/Fly-Ash Stabilized Subgrade, 6-inch	SY	5826	\$4.10	\$23,886.60	0	0	0	\$0.00	\$0.00
50	02337	Lime for Lime Stabilization	TON	87	\$180.00	\$15,660.00	0	0	0	\$0.00	\$0.00
51	02754	7-inch High Early Strength Concrete Driveways, including excavation	SF	10281	\$6.70	\$72,500.70	0	0	0	\$0.00	\$0.00
52	02751	8-inch Reinforced Concrete Pavement (High Early Strength)	SY	5318	\$56.90	\$302,594.20	0	0	0	\$0.00	\$0.00
53	02752	Board Expansion Joint with Load Transfer Device	LF	640	\$8.90	\$5,696.00	0	0	0	\$0.00	\$0.00
54	02752	Horizontal Dowels, All Lengths	EA	18	\$10.60	\$190.80	0	0	0	\$0.00	\$0.00
55	02752	Saw-Cut Concrete Pavement (All Depths)	LF	90	\$12.00	\$1,080.00	0	0	0	\$0.00	\$0.00
56	321413	ADA Accessible Wheelchair Ramps	EA	2	\$1,089.00	\$2,178.00	0	0	0	\$0.00	\$0.00
57	321413	ADA Delectable Warning Pavers	SY	15	\$144.00	\$2,160.00	0	0	0	\$0.00	\$0.00
58	02775	4.5-inch Thick Concrete Sidewalks	SF	11944	\$6.80	\$81,219.20	0	0	0	\$0.00	\$0.00
59	02319	Borrow	CY	1860	\$12.00	\$22,320.00	0	0	0	\$0.00	\$0.00
ALT Bid Signaling and Pavement Markings											
60	01554	Placement of Permanent Signs	EA	22	\$372.00	\$8,184.00	0	0	0	\$0.00	\$0.00
61	01554	Relocating Existing Signs	EA	2	\$420.00	\$840.00	0	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	\$0.00	\$0.00
63	02767	Thermoplastic Pavement Markings Remove (Yellow) 4-inch (SLD)	LF	1480	\$0.70	\$1,036.00	0	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	\$0.00	\$0.00
65	02767	Thermoplastic Pavement Markings (Yellow) 4-inch (BRK)	LF	1738	\$0.70	\$1,216.60	0	0	0	\$0.00	\$0.00

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Estimate 2

Item No.	Spec Ref	Base Unit-Short Title	Unit of Measure	Estimated Quantity	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
66	02767	Thermoplastic Pavement Markings (ARROW)	EA	18	\$180.00	\$3,240.00	0	0	0	\$0.00	\$0.00
1	01110	Street Cut Permits		1	\$5,000.00	\$5,000.00	0	0	0	\$0.00	\$0.00
2	01270S	Proposed Street Lights with Foundations		1	\$20,000.00	\$20,000.00	0	0	0	\$0.00	\$0.00
3	01110	Additional Landscape Amenities		1	\$100,000.00	\$100,000.00	0	0	0	\$0.00	\$0.00
Total Bid Price						\$13,497,993.20				\$138,747.50	
Work Completed to Date											\$603,743.38
Stored Material											\$0.00
Total Complete/Stored/Pending											\$603,743.38
Less Retainage											\$30,187.17
Total Less Retainage											\$573,556.21
Adjustments											\$0.00
Less Previous Requested											\$441,746.09
Amount Due This Request											\$131,810.12

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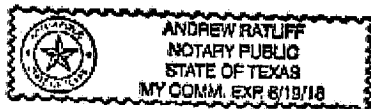
CERTIFICATION OF PAYMENT
TO SUBCONTRACTORS AND SUPPLIERS

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.

[Signature]
Contractor's Signature

SWORN AND SUBSCRIBED before me on MARCH 16th, 2015
Date



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

ANDREW RATLIFF
Print or type name

My Commission Expires: 6/19/2018
Expiration Date

END OF DOCUMENT

00642-1
02-01-2004



**Lockwood, Andrews
& Newnam, Inc.**

A LEO A DALY COMPANY

March 13, 2015

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

Reference: Lumpkin Road Reconstruction and Drainage Improvements
LAN Project No.: 130-10384-001
WBS No. N-T17000-0012-3
SER Construction Partners, LLC Payment No. 02

Dear Mr. Huml:

SER Construction Partners, LLC (SER) has submitted estimate No. 02 in the amount of \$131,810.12 for construction services rendered through February 28, 2015.

Based on our review, SER has complied with all requirements stated in the estimate and we recommend payment of **\$131,810.12** to SER.

The following billing information is to be used for payment:

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

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

Sincerely,

Muhammad Ali, P.E.
Project Manager

MA:rlb *ma*

Enclosures: SER Pay Est. No. 02

DEPOSITORY PLEDGE AGREEMENT

MEMORIAL CITY REDEVELOPMENT AUTHORITY (“Depositor”) has selected **WELLS FARGO BANK, NATIONAL ASSOCIATION** (“Bank”) as a depository for certain of its funds and Bank has agreed to act as the depository for those funds in accordance with applicable laws, which require that Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation (“FDIC”), by pledging securities of any type permitted by applicable law (“Eligible Securities”). **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.** (“Custodian”) has agreed to hold the pledged securities in safekeeping pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, Depositor, Bank and Custodian agree as follows:

1. Grant of Security Interest; Instructions Regarding Collateral. (a) Bank hereby grants to Depositor a security interest in all Eligible Securities transferred to a separate custody account (the “Collateral Account”) established pursuant to this agreement (the “Collateral”). Custodian agrees to serve as collateral agent for Depositor, pursuant to the terms of this Agreement. For the avoidance of doubt, Custodian acknowledges and agrees that it does not have and will not acquire or assert at any time in the future, and hereby expressly waives, any lien upon, security interest in, setoff right or other right to charge the Collateral held in the Collateral Account for any obligation owed to Custodian by Bank or Depositor. Until Depositor has the right to compel sale of the Collateral under Section 7 hereof, Custodian may act in accordance with the instructions of Bank, including, without limitation, the right of Bank to unilaterally substitute Eligible Securities for the Collateral in accordance with Section 3 hereof. Addendum “A” contains the names and specimen signatures of individuals authorized to act on behalf of Depositor, and Addendum “B” contains the names and specimen signatures of individuals authorized to act on behalf of Bank. Either Depositor or Bank may add or remove authorized representatives without the consent of the other at any time by providing Custodian with a replacement addendum, duly executed by an authorized individual. In no event shall the Custodian be responsible for determining whether the pledged securities are “Eligible Securities”.

(b) Each of Depositor and Bank hereby appoints Custodian as custodian of all Collateral at any time delivered to Custodian pursuant to this Agreement and to perform its duties as hereinafter set forth and authorizes Custodian to hold Collateral in the Collateral Account in registered form in its name or the name of its nominees. Custodian hereby accepts such appointment and agrees to establish and maintain the Collateral Account and appropriate records identifying the Collateral in the Collateral Account as pledged by Bank to Depositor.

(c) Bank, Depositor and Custodian agree that all Collateral delivered to or received by Custodian for deposit in the Collateral Account may be in the form of credits to the accounts of Custodian at a Securities Depository or by delivery to Custodian of physical certificates in a form suitable for transfer to Custodian or with an assignment in blank. Bank and Depositor hereby authorize Custodian to utilize such Securities Depositories and to hold such physical securities or any combination thereof in connection with its performance hereunder. Collateral credited to the Collateral Account and deposited in the Securities Depositories will be held, by book-entry notation, in accounts that include only assets held by Custodian or its agent(s) for third parties, including but not limited to accounts in which assets are held in a fiduciary, agency or representative capacity. Physical Collateral that is not held through Securities Depositories will be held in Custodian's vault and physically segregated from securities and other non-cash property belonging to Custodian. As used herein, the term “Securities Depository” or “Securities Depositories” shall mean the Treasury/Reserve Automated Debt Entry System maintained at The Federal Reserve Bank of New York for receiving and delivering securities, The Depository Trust Company and any other clearing corporation within the meaning of Section 8-102 of the Uniform Commercial Code, as in effect in the State of New York from time to time.

2. Amount of Collateral. The aggregate market value of Collateral held by Custodian at all times during the term of this Agreement must be in an amount not less than (a) the amount of the

Depositor's collected funds on deposit with Bank, increased by (b) the amount of accrued but uncredited interest, (c) reduced by that portion of the funds insured by the FDIC, adjusted pursuant to the margin requirement or applicable discount specified at the end of this Agreement. Such amount is hereinafter called the "Required Collateral Value". Bank shall be responsible, but in no event shall the Custodian be responsible, for determining whether the Collateral Account contains the Required Collateral Value or that the property posted to the Collateral Account is eligible to serve as collateral pursuant to applicable law.

3. Substitutions and Withdrawals of Collateral. If the aggregate market value of Collateral held by Custodian at any time exceeds the Required Collateral Value, Bank may unilaterally withdraw any excess Collateral by providing Custodian with a withdrawal notice signed by an authorized representative of Bank, provided that after the withdrawal of any such excess Collateral, the remaining Collateral equals or exceeds the Required Collateral Value. Additionally, Bank may unilaterally substitute Eligible Securities for any of the Collateral held by Custodian at any time by providing Custodian with a substitution notice signed by an authorized representative of Bank, provided that the Bank determines that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value. If Bank elects to require Depositor's written consent on a notice in connection with any withdrawal or substitution which complies with this Section 3, Depositor agrees to provide it promptly upon Bank's request. For the avoidance of doubt, Custodian shall have no duty to confirm that any consent between Depositor and Bank has been received by the other party.

4. Bank's Obligations. Bank shall perform all of the duties and obligations required of a depository under applicable law with respect to collateralization of the funds of Depositor on deposit with Bank. At the expiration of the term of this Agreement, Bank shall turn over to any successor depository designated by Depositor all funds held by Bank as depository. Bank will furnish to Depositor a monthly statement listing a description of the Collateral. The statement will specify the par value, market value, and maturity date of each component of the Collateral. Upon request, Bank shall provide to Depositor a copy of Bank's most recent publicly available quarterly or annual financial statement.

5. Custodian's Obligations. (a) Custodian shall perform the duties and obligations required of Custodian hereunder. Upon transfer by Custodian of Eligible Securities to the Collateral Account, including Eligible Securities substituted for other Collateral, Custodian shall promptly identify such Eligible Securities on its books and records as being Collateral held pursuant to this Agreement. Custodian shall provide Depositor each month with a statement identifying all property held in the Collateral Account as of the date of such statement. Custodian shall also provide to Depositor and Bank upon request, a written confirmation on any business day on which securities are transferred to and from the Collateral Account. Such confirmation shall identify the specific securities which are the subject of the confirmation. Depositor agrees that it shall promptly review all such confirmation statements and shall promptly advise Custodian in writing of any error, omission or inaccuracy in such statements. In the event that Custodian receives such a notice claiming that an error, omission or inaccuracy has occurred with respect to the Collateral Account, Custodian shall promptly undertake to investigate such claim and correct any errors, failures or omissions which such investigation confirms have occurred. Any such corrections shall be reflected on subsequent confirmation statements.

(b) Depositor agrees that, with respect to all securities held in the Collateral Account, Custodian by itself, or through the use of the appropriate Securities Depository, shall, unless otherwise instructed to the contrary by Bank or as provided in Section 7 hereof: (i) collect all payments reflecting interest and principal on the securities in the Collateral Account; (ii) forward to Bank copies of all information or documents that it may receive from an issuer of securities which, in the opinion of Custodian, is intended for the beneficial owner of the securities including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any securities held by Custodian hereunder; and (v) upon receipt of written instructions from Bank, Custodian will exchange securities held hereunder for other securities and/or cash in connection with (A) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (B)

any exercise, subscription, purchase or other similar rights; provided, however, such exchanged securities shall continue to be held by Custodian hereunder for the benefit of Depositor if such exchanged securities constitute Collateral. Upon receipt of payments reflecting principal and interest or dividends on the securities in the Collateral Account, Custodian shall transfer to Bank such principal and interest or dividend payments (either by credit to Bank's custody account at Custodian or otherwise).

(c) Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss or damage arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by any Securities Depository, provided, however, that such loss or damage is not the direct result of the negligence or willful misconduct of Custodian. In no event shall Custodian be liable to Depositor, Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement. Bank agrees to indemnify Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which Custodian may sustain or incur with respect to any third party claim or which may be asserted by a third party against Custodian by reason of or as a result of any action taken or omitted by Custodian in connection with operating under this Agreement, except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of Custodian or any of its employees or duly appointed agents. This indemnity shall be a continuing obligation of Bank notwithstanding the termination of this Agreement. Depositor agrees to indemnify Custodian for any action Custodian takes as a result of notice or direction from Depositor. This indemnity shall be a continuing obligation of Depositor notwithstanding the termination of this Agreement.

(d) Custodian is hereby authorized to assign its rights and delegate its duties hereunder to any of its affiliates, whenever and on such terms and conditions as it deems necessary or appropriate to perform its services hereunder upon the provision of notice to Depositor and Bank. Depositor and Bank each agrees to be bound by all actions taken by any such affiliate pursuant to the preceding sentence to the same extent as if they were taken by Custodian, it being understood and agreed that no such assignment or delegation shall discharge Custodian from its obligations hereunder. If so advised by Custodian, Depositor and Bank shall provide instructions or other information to any such affiliate rather than to Custodian.

(e) Custodian may, with respect to questions of law specifically regarding the Collateral Account, obtain the advice of reputable and competent legal counsel and shall be fully protected with respect to anything done or omitted by it reasonably and in good faith and without negligence, willful misconduct, bad faith or fraud in conformity with such advice, provided, however, that nothing contained in this paragraph (e) shall be deemed to relieve Custodian of any of its obligations pursuant to any other provision of this Agreement.

(f) Custodian shall not be responsible for, or considered to be custodian of, any securities received by it for deposit in the Collateral Account until Custodian actually receives and collects such securities directly or by the final crediting of Custodian's account on the books of the appropriate Securities Depository. Custodian will be entitled to reverse any provisional credits to the Collateral Account that were made in anticipation of the receipt of securities or cash which were not subsequently received by Custodian. Custodian shall be entitled to rely upon any addendum, certificate or instruction actually received by Custodian and reasonably believed by Custodian to be duly authorized and delivered.

(g) Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against Custodian in connection with this Agreement.

(h) In performing hereunder, Custodian may enter into subcontracts, agreements and understandings with third parties whenever and on such terms and conditions as it deems necessary or

appropriate and which are consistent with applicable law. No such subcontract, agreement or understanding shall discharge Custodian from its obligations hereunder.

6. Custodian's Reliance on Pricing Services. The Custodian is authorized to utilize one or more generally recognized pricing information services (including brokers and dealers of securities) in order to provide market values hereunder, and Bank and Depositor agree that Custodian shall not be liable for any loss, damage, expense, liability or claim (including attorneys' fees) incurred as a result of errors or omissions of any such pricing information service, broker or dealer.

7. Default and Remedies. If Bank defaults in performing its obligations under Section 4 above, or if Bank is declared insolvent, or if a receiver is appointed for Bank, Depositor may, after providing Bank at least three (3) business days prior written notice and opportunity to cure the default, and, if Bank fails to cure the default within such (3) business day period, instruct Custodian to transfer the Collateral or any part thereof to a broker-dealer for disposition in accordance with Depositor's instructions at a public or private sale. The proceeds of any such sale shall be applied to satisfy any indebtedness owed by Bank to Depositor, and any excess proceeds shall be returned to Bank. Depositor will also have any other remedies available under applicable law. The Custodian shall be entitled to rely on and shall be held harmless from acts taken in accordance with such instructions from Depositor.

8. Termination of Agreement. Any of the parties hereto may terminate this Agreement by giving ninety (90) days prior written notice of termination to the other parties in writing specifying the date of such termination. This Agreement shall terminate on the earlier of (i) the date specified in such notice of termination, or (ii) the date on which the deposits of Depositor with Bank are paid in full. If, upon termination of this Agreement, Bank is still holding deposits of Depositor, Custodian shall follow such reasonable written instructions as Bank and Depositor may jointly give Custodian concerning transfer of custody of securities and related property and records; otherwise Custodian will follow Bank's unilateral written instructions in that regard.

9. Applicable Law; Other Agreements. This Agreement shall be construed in accordance with the substantive laws of the State in which Depositor is located, without regard to conflicts of laws principles thereof. Bank, Depositor and Custodian hereby consent to the jurisdiction of a state or federal court situated in the State in which Depositor is located, in connection with any dispute arising hereunder. Bank, Depositor and Custodian hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which any one of them may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. All deposit accounts of Depositor will be subject to Bank's Commercial Account Agreement, Business Account Agreement, or other applicable deposit account agreement, as in effect from time to time.

10. Force Majeure. Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action; provided however, that Custodian shall use its best efforts to resume normal performance as soon as practicable under the circumstances.

11. Jury Trial Waiver. EACH OF BANK, DEPOSITOR AND CUSTODIAN HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

12. Miscellaneous. The headings in this agreement are for convenience of reference only and should not be used in interpreting this Agreement. If any provision of this agreement is illegal or unenforceable under applicable law, that provision should be deemed reformed so as to be enforceable to the extent permitted by applicable law, or if that is not possible, then this Agreement should be read as if that provision was never a part of it, and the remainder of the Agreement will be enforceable. THIS

AGREEMENT REPRESENTS THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS OF THE PARTIES. Notices given under this Agreement must be addressed as set forth below the signature of each party, and will be effective upon actual receipt by the addressee or upon refusal of delivery during the normal business hours of the addressee. To the extent that in any jurisdiction any party may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, to the extent permitted by law, each party irrevocably agrees not to claim, and it hereby waives, such immunity in connection with this Agreement.

Applicable Margin: One hundred percent (100%)

Date of Agreement: March 31, 2015.

**DEPOSITOR: MEMORIAL CITY
REDEVELOPMENT AUTHORITY**

**CUSTODIAN: THE BANK OF NEW YORK
MELLON TRUST COMPANY, N.A.**

Signature: _____
Print
Name: Ann T. Givens

Signature: _____
Print
Name: _____

Title: President
Address: c/o ABHR
3200 Southwest Freeway,
Ste. 2600
Houston, Texas 77027

Title: _____
Address: C/O The Bank of New York Mellon
One Wall Street, 4th Floor
New York, NY 10286
Attn: Manager, BDS Collateral Management

BANK: WELLS FARGO BANK, NATIONAL ASSOCIATION

Signature: _____
Print
Name: Sheila Lynch

Title: Vice President
Address: 333 Market Street St.17th Floor,
MAC: A0119-173
San Francisco, CA 94105

DepPldgAgmt-TXMUD-BNYM-2012(0223)

ADDENDUM "A"
(Authorized Officers of Depositor)

One signature of any of the following authorized officers of Depositor is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement.

INVESTMENT OFFICER:

Print
1. Name: Don Huml Signature: _____
Email: donhuml@houstontirz17.org Phone: (713) 829-5720
Fax: (713) 647-6448

BOOKKEEPER/TAX ASSESSOR COLLECTOR

Print
2. Name: Michelle Lofton Signature: _____
Email: bkp1@etiaccounting.com Phone: (281) 444-3384
Fax: (281) 440-8304

Print
Name: _____ Signature: _____
Email: _____ Phone: _____
Fax: _____

Print
Name: _____ Signature: _____
Email: _____ Phone: _____
Fax: _____

DEPOSITOR SIGNATORY from Page 5

Print
3. Name: Ann T. Givens Signature: _____
Email: donhuml@houstontirz17.org Phone: (713) 829-5720
Fax: (713) 647-6448

Print
4. Name: _____ Signature: _____
Email: _____ Phone: _____
Fax: _____

AMENDMENT OF SUBLEASE AGREEMENT

This Amendment of Sublease Agreement (this "Amendment") is entered into effective as of May 1, 2015, by and between **MARSH DARCY PARTNERS, INC.**, a Texas corporation ("Sublandlord"), and **MEMORIAL CITY REDEVELOPMENT AUTHORITY**, a political subdivision of the State of Texas ("Subtenant").

RECITALS

- A. Sublandlord and Subtenant entered into that certain Sublease Agreement (the "Original Sublease") dated effective as of April 15, 2013 (the "Commencement Date") for the sublease of certain premises in the building commonly known as 8955 Katy Freeway, Houston, Texas 77024, known as Suite 215 (the "Premises").
- B. Pursuant to Section 3 of the Original Sublease, the Sublease Term (as defined in the Original Sublease) expired on the later of (i) one hundred eighty (180) days following the Commencement Date, or (ii) as further extended for an additional one hundred eighty (180) days, provided Subtenant gives fifteen (15) days prior written notice to Sublandlord of Subtenant's intent to continue or extend the Original Sublease.
- C. Prior to this Amendment, Subtenant and Sublandlord extended the Sublease Term to April 30, 2015, and increased the Base Rental (as defined in the Original Sublease) from \$750.00 per month to \$810.00 per month (the "First Extension"); however, Subtenant and Sublandlord did not enter into a written amendment of the Original Sublease to evidence such agreement.
- D. Subtenant and Sublandlord have now agreed to extend the Sublease Term from May 1, 2015, to April 30, 2016, and to increase the Base Rental from \$810.00 to \$850.50 per month.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Subtenant and Sublandlord hereby agree as follows:

1. Subtenant and Sublandlord hereby ratify and confirm the First Extension.
2. Section 3 of the Original Sublease is amended to provide that the Expiration Date of the Sublease Term shall be April 30, 2016; provided, however, the Sublease Term shall automatically be extended for periods of thirty (30) days each at the

end of the Sublease Term and each extension of the Sublease Term until the expiration of the Base Lease unless either party delivers written notice otherwise to the other party at least fifteen (15) days prior to the expiration of the Sublease Term and any extension of the Sublease Term, as the case may be.

3. Section 4(a) of the Original Sublease is amended to provide that commencing on May 1, 2015, and continuing through April 30, 2016, the Base Rental payable by Subtenant to Sublandlord shall be the amount of Eight Hundred Fifty and 50/100 Dollars (\$850.50) per month.
4. All capitalized terms used in this Amendment shall have the meanings ascribed thereto in the Original Sublease unless otherwise defined herein.
5. Except as amended by this Amendment, the Original Sublease shall remain in full force and effect.
6. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.
7. The validity of this Amendment shall be subject to Lessor's prior written consent hereto pursuant to the terms of the Base Lease (the "Consent"), which Sublandlord will use all reasonable efforts to obtain. If Sublandlord does not deliver Lessor's Consent to Subtenant on or before _____, 2015, then, unless the parties agree otherwise in writing, this Amendment shall be of no force and effect, the Original Sublease as amended hereby shall automatically terminate without action by either party, neither party shall have any liability to the other under this Amendment or the Original Sublease as amended hereby, and any amounts paid by Subtenant to Sublandlord under this Amendment shall be immediately returned to Subtenant.

[Signature pages follow this page.]

Executed as of the day and year first set out above.

SUBLANDLORD:

MARSH DARCY PARTNERS, INC.

By: _____
Name: _____
Title: _____

SUBTENANT:

**MEMORIAL CITY REDEVELOPMENT
AUTHORITY**

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____



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

March 31, 2015

Chairman Gilbert Garcia
President & CEO Tom Lambert
METRO Board of Directors
Metropolitan Transit Authority
1900 Main Street
Houston, Texas 770208

Dear Mr. Garcia, Mr. Lambert, and Members of the METRO Board:

The TIRZ 17 Redevelopment Authority Board of Directors is pleased to endorse the METRO *New Bus Network*. We applaud your reimagined and innovative transit network for the Houston region that lets more people get to more places, more quickly. The West Houston region is dynamic and growing. The new METRO network serves our biggest employment and activity centers and is ready to grow with the multi-centered regions of the future.

Congratulations on your success in creating a valuable plan that will provide ease of access and convenient public transportation for all our area stakeholders and surrounding neighborhoods.

Sincerely,

Ann Givens
Chair

Cc:
Jennifer Curley, Mayor's Office
Margarita Dunlap, METRO
Don Huml, Memorial City Redevelopment Authority



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

March 31, 2015

Board of Directors
Scenic Houston
3015 Richmond, Suite 220
Houston, Texas 77098

Dear Members of the Scenic Houston Board:

The TIRZ 17 Redevelopment Authority Board of Directors is pleased to endorse the Scenic Houston *Streetscape Resource Guide*. The goals of the guide to foster functional, well-designed, vibrant streetscapes are completely in line with the mission and goals of the TIRZ 17 2015 "Streetscape Design Standards." We embrace the recommendations contained in the Streetscape Resource Guide and will strive to integrate the concepts into our future projects. We agree that thoughtful, holistic planning and development will enhance Houston's pedestrian environment for decades to come and in turn, promote responsible and sustainable economic development for our region.

Congratulations on your success in creating a valuable tool for all stakeholders interested in quality streetscape development across the greater Houston region.

Sincerely,

Ann Givens
Chair

Cc:
Jennifer Curley, Mayor's Office
Sherry Weesner, Scenic Houston
Don Huml, Memorial City Redevelopment Authority

TEMPORARY RIGHT OF ENTRY AND INDEMNIFICATION AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, BR T&C BLVD., L.L.C. (“BR T&C”), a Delaware limited liability company (hereinafter referred to as “Grantee”), desires to acquire from Memorial City Redevelopment Authority, a not for profit local government corporation organized and existing under the laws of the State of Texas (hereinafter referred to as “Grantor”), a right of entry for storage and construction access purposes, over, upon, and across certain property owned by Grantor (the “Property”) lying and being situated in the County of Harris, State of Texas, as more particularly described as Tract E as is shown on **Exhibit A**, which is attached hereto and made a part hereof; and

WHEREAS, it is mutually agreeable to the Grantor and Grantee, that the Grantee and/or its designated agents and construction contractors, shall have the right to enter upon the aforesaid Property for the above-stated purpose.

AGREEMENT

NOW THEREFORE, the parties agree as follows.

1. Access. The Grantor does hereby grant permission to the Grantee, and/or any of its designated agents and construction contractors, to enter upon the Property for purposes of all activities as may be necessary, requisite, convenient, or appropriate in connection with Grantee’s storage of materials, parking, construction trailer housing and general construction access for Grantee’s construction project located adjacent to the Property.

Nothing contained herein shall grant or be construed as granting to the Grantee the right to enter upon the Property for any purpose other than for the purposes described herein. Grantor expressly reserves the right to the use and enjoyment of the Property for all necessary purposes; no activities of Grantee may unreasonably interfere with or restrict the use and enjoyment of the Property by Grantor or its successors and assigns for necessary purposes. Grantor or Grantor’s agent may restrict the use of the Property, or any portion thereof, at any time upon 24-72 hour notice to Grantee.

This Agreement is subject to any easements or licenses granted by the Grantor across, along, under, over and/or upon the Property, or any portion thereof, and shall not be construed to limit any rights granted under such easements or licenses. In the event of a conflict between this Agreement and such easements or licenses, the easements or licenses shall control.

2. Indemnity and Insurance. GRANTEE SHALL DEFEND, INDEMNIFY, RELEASE AND SAVE HARMLESS THE GRANTOR FROM AND AGAINST ALL LOSS, COSTS, EXPENSE, SUITS, CLAIMS, JUDGMENTS AND DAMAGES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND REASONABLE ATTORNEYS' FEES) FOR INJURIES TO PERSONS OR PROPERTY, INCLUDING THE PROPERTY, ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE ACTS OR OMISSIONS OF GRANTEE, ITS CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, OR AGENTS IN CONNECTION WITH THIS AGREEMENT OR THE ACCESS BY SUCH PARTIES ONTO THE PROPERTY, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE GRANTOR.

At all times that this Agreement remains in effect, the Grantee will procure and maintain in full force and effect, at Grantee's sole expense, insurance of the following types and minimum limits:

- A. Workers' Compensation Insurance covering liability arising out of Grantee's employment of workers and anyone for whom the employer may be liable for workers' compensation claims at limits as imposed by statute. Workers' compensation insurance is required, and no alternative forms of insurance shall be permitted.
- B. Employer's Liability Insurance Limitations with limits of not less than \$500,000.
- C. Commercial General Liability Insurance with limits not less than:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Products-Completed Operations Aggregate - \$2,000,000
 - d. Personal & Advertising Injury -\$1,000,000
- D. Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 (combined)
- E. Excess Liability: \$2,000,000/\$2,000,000

All required insurance, except for workers' compensation, must add the Grantor as an additional insured by endorsement. Grantee will further cause all required insurance policies, if necessary by endorsement, to waive any rights of subrogation against the Grantor. All of the aforesaid policies shall be endorsed to provide that the coverage provided to the Grantor as an additional insured will be on a primary basis, and not in excess of other insurance coverage available to the Grantor, and that neither Grantee nor its insurer will seek contribution or recovery from the Grantor or such other insurance available to the Grantor. Grantee shall provide a copy of its insurance certificate reflecting such coverage in advance of accessing the Property. In all events, Grantee will be liable for all loss caused by its failure to comply with these requirements.

3. Assignment. The Grantee may not assign its rights under this Agreement without the prior written consent of the Grantor; provided however, that Grantee may assign its rights under this agreement to a company controlled by, controlling, or under common control with Grantee, or to any entity succeeding to substantially all of Grantee's assets upon written notice to the District.
4. Non-Exclusive Rights. The rights granted to the Grantee under this Agreement are not exclusive and Grantor hereby reserves for itself, its successors and assigns, the right to use the Property for its own purposes and benefits and to convey upon third parties such rights for use of the Property.
5. Notice. Any notice under this Agreement shall be electronic or in writing and shall be either hand delivered or sent postage prepaid by certified U.S. Mail, return receipt requested, to the following addresses:

BR T&C BLVD., L.L.C.
Attn: ~~Scott Davis~~Derrek LeRoux
820 Gessner, Suite 760
Houston, TX 77024
dlrouax@tcr.com

Memorial City Redevelopment Authority
Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, TX 77027
Attn: Jessica B. Holoubek

6. Term. The term of this Agreement shall be from March 1, 2015 through March 31, 2015 (the "Initial Term"), and shall automatically renew for successive one month terms unless either party provides the other with a minimum 7 calendars days notice of its intention not to renew at the end of the then current term. Either party's right of indemnification shall survive termination.
7. Compensation. Grantee shall pay Grantor a first-time payment in the amount of One Thousand and 00/100 Dollars (\$1,000.00) on the effective date of this Agreement. Grantee shall then pay Grantor a monthly payment in the amount of One Thousand and 00/100 Dollars (\$1,000.00) on the first day of the month of each subsequent term.

[EXECUTION PAGES FOLLOW]

EXECUTED this ____ day of _____, 2015.

GRANTOR:

**MEMORIAL CITY REDEVELOPMENT
AUTHORITY**

Chair, Board of Directors

ATTEST:

Secretary, Board of Directors

-[DISTRICT SEAL]

AGREED TO AND ACCEPTED this _____ day of _____, 2015.

GRANTEE:

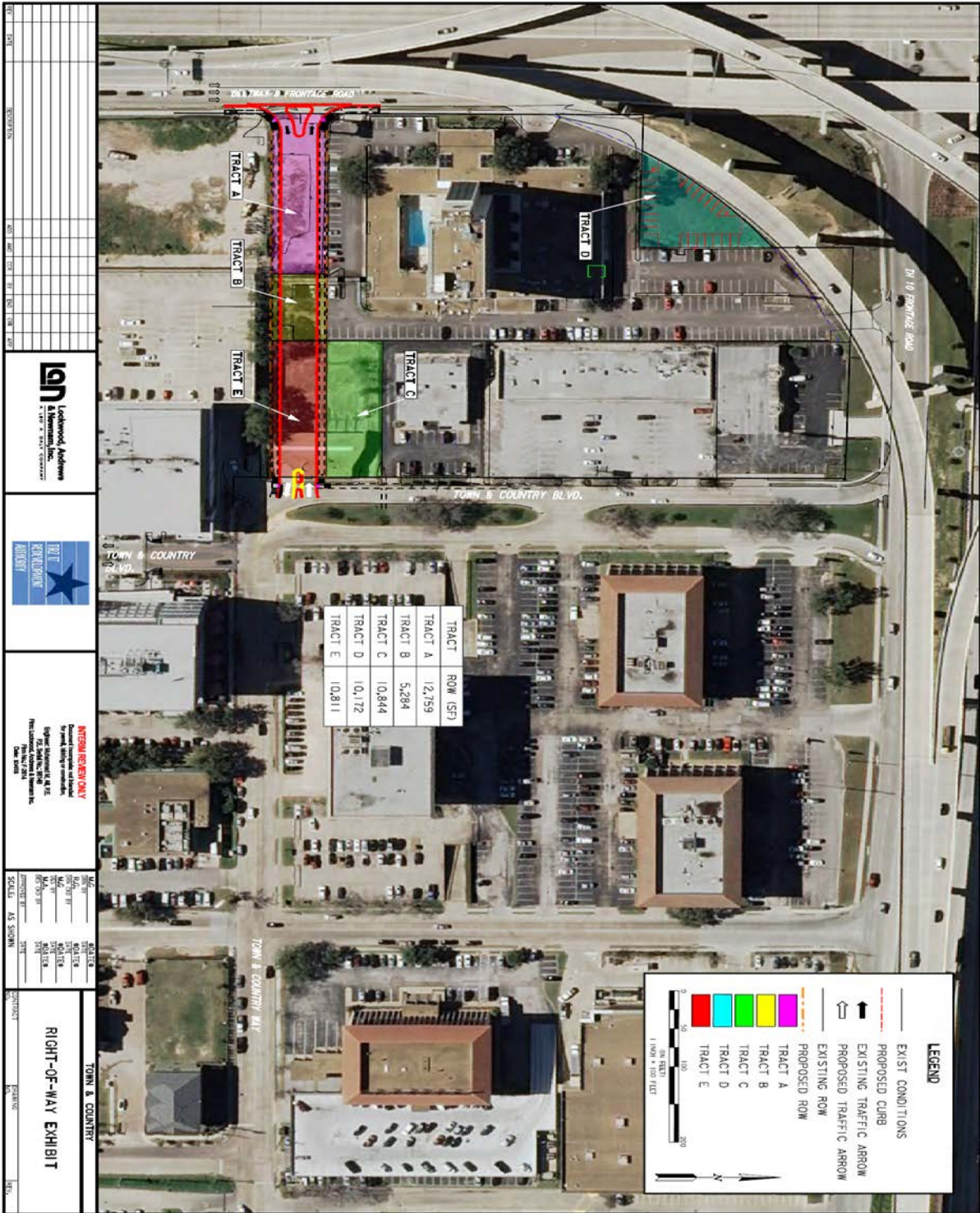
BR T&C BLVD., L.L.C.,
a Delaware limited liability company

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

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

By: _____
Scot Davis
Vice President

Exhibit A Property Description



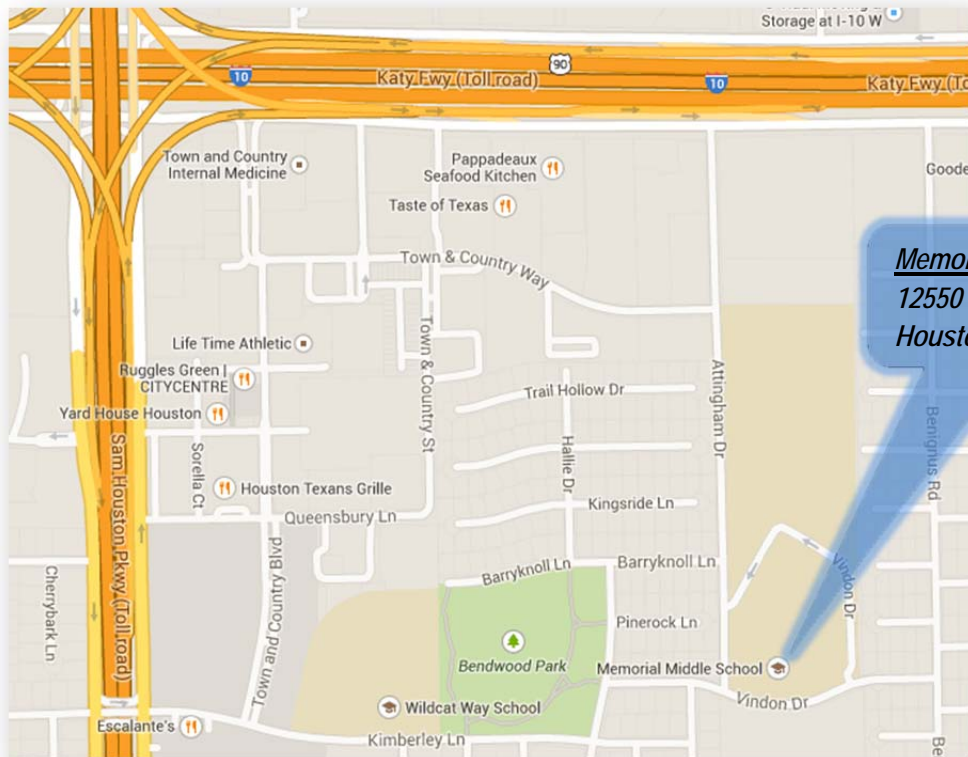
TIRZ 17-Town Hall Meeting

Subject: Memorial Dr. Drainage & Mobility Improvements (T-1738A)
Date: April 14, 2015
Time: 6:30 pm - 8:00 pm
Location: Memorial Middle School



TIRZ 17 will be hosting a town hall meeting to present the TIRZ's capital improvement project, Memorial Drive Drainage and Mobility Improvements (T-1738A). This meeting will be held on April 14, 2015 at Memorial Middle School. The primary purpose of the meeting is to seek community input on the propose project's lane configuration and other general comments. The event will include a power point presentation outlining the projects scope & benefits, and multiple informational stations to update the public on this upcoming TIRZ 17 CIP project. The informational stations will be interactive to allow the meeting participants to engage the engineers to ask and answer questions. Citizens are highly encouraged to attend and offer questions or comments. The meeting will be concluded by summarizing the feedback received and planned schedule for advancing the project.

Memorial Middle School is located at 12550 Vindon Drive, Houston, Texas 77024. Refer to TIRZ 17 website (<http://houstontirz17.org/>) for more information and updates.



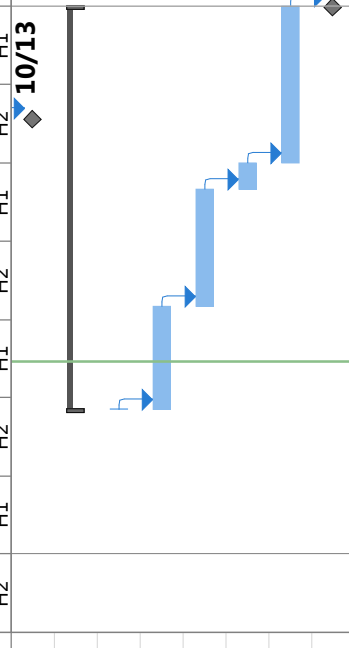
*Memorial Middle School
12550 Vindon Drive
Houston, TX 77024*

CIP IN PROGRESS SCHEDULE - March 2015
TIRZ 17 Redevelopment Authority

ID	Task Name	Duration	Start	Finish	2014		2015		2016		2017	
					H1	H2	H1	H2	H1	H2	H1	H2
1												
2	T-1709, Lumpkin Road Improvements	465 days	Mon 1/5/15	Wed 4/13/16								
3	Contractor's Notice to Proceed	1 day	Mon 1/5/15	Mon 1/5/15								
4	Construction Phase	465 days	Mon 1/5/15	Wed 4/13/16								
5	Completion	0 days	Wed 4/13/16	Wed 4/13/16								
6	T-1717, Town & Country West	703 days	Tue 7/29/14	Thu 6/30/16								
7	Board Approval of Detailed Design	1 day	Tue 7/29/14	Tue 7/29/14								
8	Detailed Design Phase	367 days	Wed 7/30/14	Fri 7/31/15								
9	Approvals	60 days	Sat 8/1/15	Tue 9/29/15								
10	Construction Phase	275 days	Wed 9/30/15	Thu 6/30/16								
11	Completion	0 days	Thu 6/30/16	Thu 6/30/16								
12	T-1732A, North Gessner Improvements	645 days	Wed 12/3/14	Wed 9/7/16								
13	City Council Approves FY2015 Budget	1 day	Wed 12/3/14	Wed 12/3/14								
14	Detailed Design Phase	174 days	Thu 12/4/14	Tue 5/26/15								
15	Construction Phase	470 days	Wed 5/27/15	Wed 9/7/16								
16	Completion	0 days	Wed 9/7/16	Wed 9/7/16								
17	T-1734, W140 Channel Improvements	1009 days	Tue 2/25/14	Tue 11/29/16								
18	Board Approves Detailed Design	1 day	Tue 2/25/14	Tue 2/25/14								
19	Detailed Design Phase	296 days	Wed 2/26/14	Thu 12/18/14								
20	Approvals	194 days	Fri 12/19/14	Tue 6/30/15								
21	Bid and Award	62 days	Wed 7/1/15	Mon 8/31/15								
22	Construction Phase	456 days	Tue 9/1/15	Tue 11/29/16								
23	Completion	0 days	Tue 11/29/16	Tue 11/29/16								
24	T-1734B, W140 Channel Straws	681 days	Wed 12/3/14	Thu 10/13/16								
25	City Council Approves FY2015 Budget	1 day	Wed 12/3/14	Wed 12/3/14								
26	Preliminary Design Phase	140 days	Thu 12/4/14	Wed 4/22/15								
27	Detailed Design Phase	160 days	Thu 4/23/15	Tue 9/29/15								
28	Construction Phase	380 days	Wed 9/30/15	Thu 10/13/16								

CIP IN PROGRESS SCHEDULE - March 2015
TIRZ 17 Redevelopment Authority

ID	Task Name	Duration	Start	Finish	2014		2015		2016		2017	
					H1	H2	H1	H2	H1	H2	H1	H2
29	Completion	0 days	Thu 10/13/16	Thu 10/13/16								
30	T-1738A, Memorial Drive Improvements	941 days	Wed 12/3/14	Fri 6/30/17								
31	City Council Approves FY2015 Budget	1 day	Wed 12/3/14	Wed 12/3/14								
32	Preliminary Design Phase	240 days	Thu 12/4/14	Fri 7/31/15								
33	Detailed Design Phase	274 days	Sat 8/1/15	Sat 4/30/16								
34	Approvals	61 days	Sun 5/1/16	Thu 6/30/16								
35	Construction Phase	365 days	Fri 7/1/16	Fri 6/30/17								
36	Completion	0 days	Fri 6/30/17	Fri 6/30/17								



Lumpkin Road

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

TIRZ 17

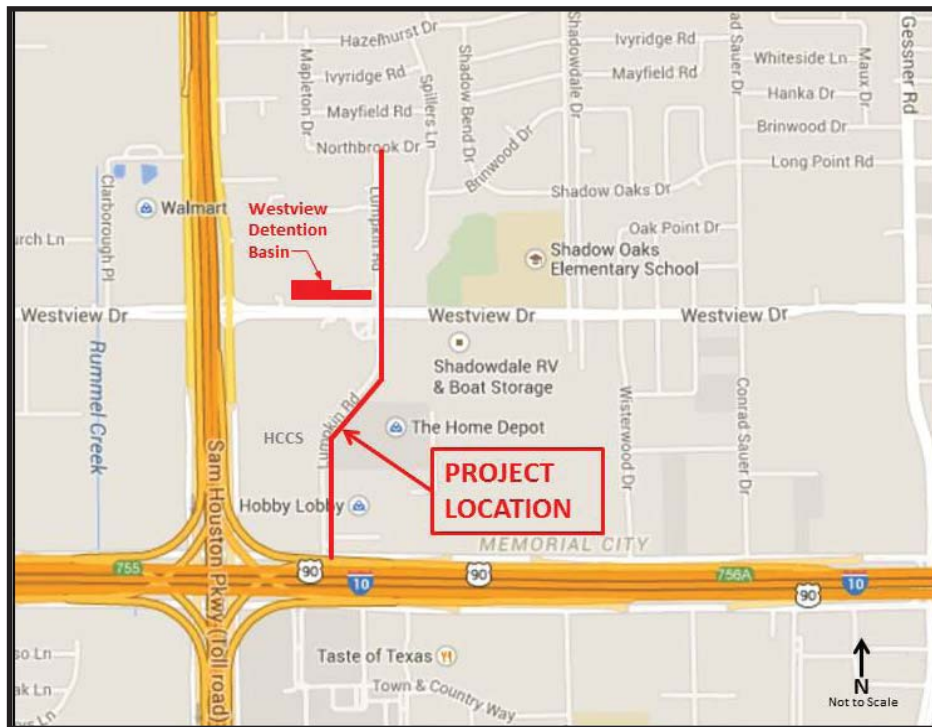
REDEVELOPMENT

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

- Completed storm junction box AM42 in Westview Drive
- Traffic control and detour setup for work in SW quadrant of Lumpkin Road and Westview Dr.
- Completed relocation of existing AT&T conduits
- Excavated for 36-inch water line and completed removal of existing pipe
- Started installation of new 36-inch water line
- Started excavation at detention basin
- Installed approx. 40 LF of dual 8x8 storm boxes beginning near IH10 feeder and connected to existing 5x9

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)
- SW 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	\$441,746.09
Current payment due	\$131,810.12
Contract completion date	April 14, 2016

* For more information please refer to TIRZ 17 website



8 x 8 storm boxes staged for installation



CenterPoint relocating power poles along west side of Lumpkin Rd.



Excavation for 36-inch water line at Westview Dr.



Excavating at detention basin

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



Briar Branch Drainage Improvements

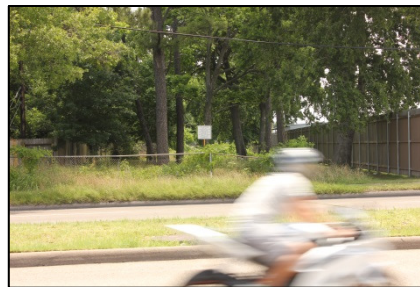
(W140-01-00)

TIRZ 17 CIP No. T-1734

Monthly Status Report
March 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

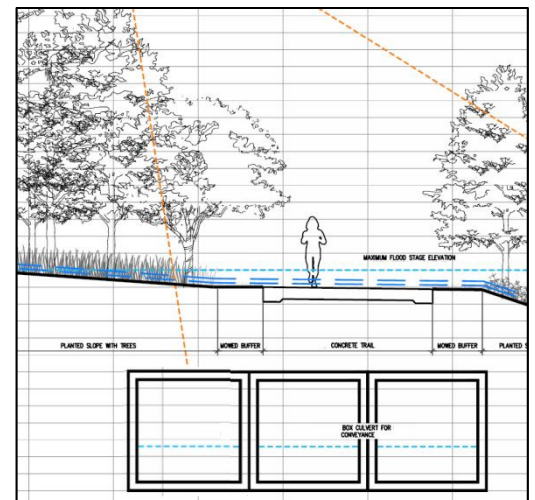
The improvements to Briar Branch are proposed to start east of Gessner Road and continue to the Briar Branch Detention Pond east of Bunker Hill Road.

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Status Report

- The XP-SWMM model is finalized.
- The Drainage Impact Analysis report continues to be 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 have been developed.
- The 90% construction plan set was submitted to the TIRZ.
- Preliminary cost estimate was refined per 90% construction plan set.
- Meeting occurred with TIRZ Executive Director to review project status.
- Plan set will be submitted to HCFCD and City upon Drainage Impact Analysis approval, per HCFCD and CoH procedure.
- Project update provided to TIRZ Board Meeting.

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houston.office@klotz.com





North Gessner Drainage & Mobility Improvements

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

Monthly Status Report
March 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

- Review of the project documentation provided is complete.
- Conducted additional project research, field reconnaissance and site visits required for design.
- Continue to develop N. Gessner SWMM model.
- Continue development of design plans 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)

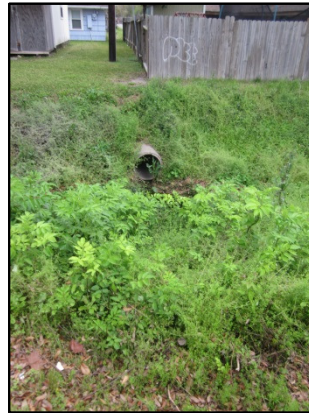
TIRZ 17 CIP No. T-1734B

Monthly Status Report

March 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

- Additional survey requested for modeling and preliminary design complete.
- Straws’ preliminary design plans and draft PER development continues.
- Refinement of the Briar Branch XP-SWMM model to detail straws is being finalized.
- Bunker Hill Bridge modifications in the model were analyzed.
- Bunker Hill Bridge draft feasibility report is being finalized.
- Meetings occurred with TIRZ Executive Director to review project status.

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

March 2015

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

Ongoing Activities:

Item	Description
1	Prepared final bid documents for the Four Points Hotel additional parking lot design. Awaiting permitting approvals.
2	Finalizing 60% design plans
3	Working with SWA to incorporate landscape amenities plans
4	Coordinating with adjacent stakeholders' engineers and architects to coordinate projects and tie-ins
5	Cost Estimates and Quantities are being refined for the upcoming 60% submittal
6	60% design plans to be submitted on April 2 nd
7	JRC process– Surveyor has completed survey for parcel maps and metes & bounds documents. Coordinating with impacted stakeholder and City.
8	ESA PH II completed – No contaminants found

Issues Impacting Schedule: N/A

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

Ongoing Activities:

Item	Description
1	Developed preliminary cross sections and proposed roadway alignments in preparation for Town Hall Meeting
3	Working on preliminary drainage analysis
4	Coordinating with City of Houston, TxDOT, City of Bunker Hill Village, METRO , and regarding proposed alignments concepts
5	Coordinating with SWA to develop landscape amenities along the project
6	Local Interaction Group Meeting scheduled on 3/26
7	Refining exhibits and analyses in preparation for April's Town Hall Meeting
8	Working on Preliminary Engineering Report (Submittal July, 2015)

Issues Impacting Schedule: N/A



END OF REPORT