

MEMORIAL CITY
REDEVELOPMENT AUTHORITY,
CITY OF HOUSTON



Agenda and Agenda Materials
Meeting of the Board of Directors

August 27, 2015

MEETING OF THE BOARD OF DIRECTORS OF THE
TIRZ 17 REDEVELOPMENT AUTHORITY
MEMORIAL CITY REDEVELOPMENT AUTHORITY
HOUSTON, TEXAS

Notice is hereby given that the Board of Directors of the TIRZ 17 Redevelopment Authority (aka the Memorial City Redevelopment Authority), City of Houston, Texas, will hold a regular meeting on Thursday, August 27, 2015, at 8:00 a.m., at Four Points by Sheraton, 10655 Katy Freeway, Wycliffe Room, Houston, Texas 77024, open to the public, to discuss and adopt such orders, resolutions or motions, and take direct or indirect actions as may be necessary, convenient, or desirable with respect to the following matters:

AGENDA

1. Establish quorum and call meeting to order.
2. Receive public comments.
3. Approve Minutes of August 6, 2015 regular meeting.
4. Receive financial and bookkeeper's report, including payment of invoices, review of investments and project cash flow reports.
5. Consider cancelling unneeded insurance policies.
6. Consent to Assignment of Development Agreement Reimbursement Rights from Town & Country Partners Ltd to Frost Bank.
7. Presentation by Klotz Associates regarding 30% design submittals for the Conrad Sauer/Mathewson Lane project.
8. Receive report from Gunda Corporation regarding 30% design submittals for the Conrad Sauer/Mathewson Lane project; authorize engineer comments on behalf of the Authority.
9. Receive update with regard to CIP; discussion regarding benefitted population analysis.
10. Receive engineer's report from LAN including:
 - a. Lumpkin Road Improvements Project construction status; and
 - b. Approval of time modifications, changes in work or pay applications.
 - c. Proposal for supplemental engineering services for Town & Country Boulevard design.
 - d. Other engineering matters and projects.
11. Receive engineer's report from Klotz Associates including:
 - a. Updates on W140 Channel Improvements and related flood mitigation improvements.
 - b. Updates on North Gessner drainage and mobility improvements
 - c. Other engineering matters and projects.
12. Review of engineering consultants.
13. Receive SWA projects status report.
14. Receive TIP Call for Projects update from the Goodman Corporation.
15. Convene in Executive Session pursuant to section 551.071, Texas Government Code, to conduct a private consultation with attorney, with regard to pending or contemplated litigation.
16. Reconvene in Open Session and authorize appropriate action regarding pending or contemplated litigation.
17. Convene in Executive Session pursuant to Section 551.072, Texas Government Code, to deliberate the purchase, exchange, lease or value of real property.
18. Reconvene in Open Session and authorize appropriate action regarding the purchase, exchange, lease or value of real property.
19. Adjournment.



Executive Director for Authority

Persons with disabilities who plan to attend this meeting and would like to request auxiliary aids or services are requested to contact the District's Executive Director at (713) 595-1200 at least three business days prior to the meeting so that the appropriate arrangements can be made.

MEMORIAL CITY REDEVELOPMENT AUTHORITY TIRZ NO. 17,
HOUSTON, TEXAS

AGENDA MEMORANDUM

TO: Memorial City Redevelopment Authority TIRZ #17 Board of Directors
FROM: Executive Director
SUBJECT: Agenda Item Materials

3. Approve minutes of the August 6, 2015 regular meeting.

**MINUTES OF THE MEETING OF THE
TIRZ 17 REDEVELOPMENT AUTHORITY/MEMORIAL CITY REDEVELOPMENT AUTHORITY
CITY OF HOUSTON, TEXAS
BOARD OF DIRECTORS**

August 6, 2015

ESTABLISH QUORUM AND CALL MEETING TO ORDER.

The Board of Directors of the TIRZ 17 Redevelopment Authority/Memorial City Redevelopment Authority, City of Houston, Texas, held a regular meeting on Thursday, August 6, 2015, at 8:00 a.m. at the HEB @Bunker Hill Community Room, 9710 Katy Freeway, Houston, Texas 77055, inside the boundaries of the TIRZ, open to the public, and the roll was called of the duly appointed members of the Board, to-wit:

Position 1 – David A. Hamilton

Position 2 – John Rickel

Position 3 – Bob Tucker, *Asst. Secretary*

Position 4 – Ann T. Givens, *Chair*

Position 5 – Zachary R. Hodges

Position 6 – Brad Freels, *Vice-Chair*

Position 7 – Glenn E. Airola, *Secretary*

and all of the above were present, with the exception of Directors Rickel and Hodges, thus constituting a quorum. Also present were consultants Scott Bean, Linda Clayton and Josh Hawes, all with Hawes Hill Calderon, LLC; and Jessica Holoubek, Allen Boone Humphries Robinson, LLP. Others attending the meeting were Muhammad Ali, Lockwood Andrews & Newman, Inc.; Ed Conger, Klotz Associates, Inc.; Jim Webb, Goodman Corporation; Michelle Lofton, ETI Bookkeeping Services; James Vick, SWA; and Lokesh Vijayagopal, Gunda Corporation; Jennifer Curley, COH - Economic Development; Council Member Brenda Stardig; Amy Peck, Council Member Stardig's office; Jack Valinski, COH; Pat Walters, Memorial Management District; Ed Browne, Jim Shroff; Margo Withers, Karen Glynn, Kathy and Jerry Proske, Kay Haslam; Jim Smith; Sallie Schwall; Marsha Loring; Barbara Drell; Robert Benz; Bruce Nichols; Carolyn Elliott; Peter Tomlinson; Amy Hampton; Louise Hansen; Charles Hampton; Virginia Gregory; Donna Freedman; Cyd Dillahunty; Kenneth Lowry; Lee Martin; James Riley; Lois Meyers; and Ron Kelm. Chair Givens called the meeting to order at 8:03 a.m.

RECEIVE PUBLIC COMMENTS.

Bruce Nichols discussed the flooding problem in the area. He stated the TIRZ was not keeping its promise to build a new detention.

Carolyn Elliott discussed the flooding in Frostwood Subdivision. She reported her home completely flooded during the Memorial Day flood and requested the Board to please help the residents and make it the Board's top priority to fix the problem.

Peter Tomlinson discussed the flooding situation. He stated the TIRZ is the one organization that has the responsibility to help the flooding situation.

Amy Hampton reported she lives in Frostwood Subdivision and discussed the flood situation.

Louise Hansen discussed the Frostwood Subdivision and flooding situation and stated everyone needed to work together to fix the problem. She reported the subdivision did not flood in the 70's before all the construction in the area.

Charles Hampton stated when he bought his home it was not in the flood zone. He stated the problem was a pure run-off problem because of inadequate detention and stated the problem needs to be priority of the TIRZ Board for a new detention in the area.

Virginia Gregory discussed problems with pumps at the Conrad Sauer detention.

Donna Freedman discussed the detention ponds in the areas.

Cid Dillahunty stated she lives behind Costco. She discussed drainage issues.

Kenneth Lowry stated he lives behind Costco. He reported the area flooded six years ago and during the Memorial Day flood. He stated the ditch behind HEB needs to be widened.

Lee Martin discussed being downstream from developments and the detention and flooding issues.

James Riley stated he is a resident of the Bunker Hill Townhouse Community. He stated his concern is the community is turning into a detention pond. He stated the need to use civil engineers to provide flow rate analysis and the use of TxDOT for a street analysis in the area.

Ed Browne stated he is the Chair of Residents Against Flooding and discussed the detention and flooding problems.

Kay Haslam discussed the W153 water shed and how the bayou backs into it and is always full.

Lois Meyers discussed detention ponds/basins and flooding issue.

Ron Kelm discussed homes in Shadow Wood never flooding until 2009. He stated approximately 20% of the homes flooded during the Memorial Day flood.

APPROVE MINUTES OF JUNE 30, 2015, REGULAR MEETING.

Upon a motion duly made by Director Freels, and being seconded by Director Airola, the Board voted unanimously to approve the Minutes of the June 30, 2015, Board meeting, with the amendment reflecting Ed Browne during public comments stated the pumps were being turned on too early at the Conrad Sauer detention pond and that he did not state the detention pond was not working.

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

Ms. Lofton presented the Bookkeeper's Report, included in the Board agenda materials. She reported the tax increment had been received from the City in the amount of \$11,488,134.05 and would be reflected on next month's report. Upon a motion duly made by Director Hamilton, and being seconded by Director Airola, the Board voted unanimously to accept the Bookkeeper's Report and approved payment of invoices, as presented.

ADOPT RESOLUTION CHANGING AND APPOINTING INVESTMENT OFFICER.

Ms. Holoubek reported the investment officer previously appointed was Don Huml, and she was recommending the Board change its investment officer and to appoint Kenneth Byrd. Upon a motion duly made by Director Freels, and being seconded by Director Hamilton, the Board voted unanimously to adopt the Resolution Changing and Appointing Kenneth Byrd as its Investment Officer, as presented.

ACCEPT DISCLOSURE STATEMENTS FOR INVESTMENT OFFICER AND BOOKKEEPER.

Ms. Holoubek reviewed the Disclosure Statements, included in the Board agenda materials, and reported the investment officer and bookkeeper did not have anything to disclose and she was recommending the Board accept the disclosure statements. Upon a motion duly made by Director Airola, and being seconded by Director Tucker, the Board voted unanimously to accept the Disclosure Statements from the Investment Officer and Bookkeeper, as presented.

APPROVE AMENDED EXHIBIT A TO DEPOSITORY PLEDGE AGREEMENT(S).

Ms. Holoubek reviewed the Amended Exhibit A to the Depository Pledge Agreement and reported the amendment changed the listed investment officer to Kenneth Byrd and she was recommending the Board approve. Upon a motion duly made Director Hamilton, and being seconded by Director Freels, the Board voted unanimously to approve the Amended Exhibit A to Depository Pledge Agreement, as presented.

CONDUCT ANNUAL REVIEW OF INVESTMENT POLICY AND ADOPT RESOLUTION REGARDING ANNUAL REVIEW OF INVESTMENT POLICY.

Ms. Holoubek reported she had reviewed the investment policy and had no recommended changes. Upon a motion duly made by Director Tucker, and being seconded by Director Airola, the Board voted unanimously to adopt the Resolution Regarding Annual Review of Investment Policy, as presented.

REVIEW, REVISE AND ADOPT RESOLUTION ESTABLISHING THE AUTHORIZED DEPOSITORY INSTITUTIONS AND ADOPTING LIST OF QUALIFIED BROKER/DEALERS WITH WHOM THE AUTHORITY MAY ENGAGE IN INVESTMENT TRANSACTIONS.

Ms. Holoubek reviewed the Resolution and list of qualified broker/dealers, included in the Board agenda materials, and answered questions. Upon a motion duly made by Director Airola, and being seconded by Director Hamilton, the Board voted unanimously to adopt the Resolution Establishing the Authorized Depository Institutions and Adopting List of Qualified Broker/Dealers with Whom the Authority May Engage in Investment Transactions, as presented.

RECEIVE UPDATE WITH REGARD TO CIP.

Chair Givens updated the Board on meetings with the City regarding the CIP. She reported the City is reviewing suggestions made by the Authority and responses had not been received as yet. There was a lengthy discussion regarding the CIP. Ms. Curley reported comments should be received in the next two weeks from Public Works. No action from the Board was required.

RECEIVE ENGINEER'S REPORT FROM LAN INCLUDING:

- a. Lumpkin Road Improvements Project construction status; including approval of time modifications, changes in work and pay applications.**

Mr. Ali updated the Board on the Lumpkin Road improvements project, a status report was included in the Board agenda materials. He reported all of the 8x8 boxes have been installed. He went over pay application number 6 and reported SER Construction had completed all requirements in the estimate and reported LAN was recommending the Board approve the pay application in the amount of \$1,289,826.67. Upon a motion duly made by Director Hamilton, and being seconded by Director Airola, the Board voted unanimously to approve pay application in the amount of \$1,289,826.67 to SER, as presented.

- b. Town and Country Boulevard design status report**

Mr. Ali reported the City had requested modifications to the design schematics and LAN would be presenting to the Board at the next meeting. No action from the Board was required.

- c. Approval of general Engineering Consulting Services proposal**

Mr. Ali went over the proposal submitted by LAN for engineering consulting services, included in the Board agenda materials. He reported time would be billed on an hourly basis, not to exceed \$15,000 and the scope of services included assisting the Board in its implementation of the CIP. Upon a motion duly made by Director Hamilton, and being seconded by Director Freels, the Board voted unanimously to approve the LAN proposal in an amount not to exceed \$15,000, as presented.

- d. Approval of Engineering Review of W140-01-000 Storm Sewer Improvements (Straws) proposal**

Mr. Ali went over the proposal for engineering review by LAN on the W140-01-000, included in the Board agenda materials, and answered questions. Upon a motion duly made by Director Freels, and being seconded by Director Airola, the Board voted unanimously to approve the proposal submitted by LAN for engineering review of W140-01-000 storm sewer improvements, as presented.

- e. Other engineering matters and projects**

There was general discussion on ongoing projects. No action from the Board was required.

RECEIVE ENGINEER'S REPORT FROM KLOTZ ASSOCIATES, INCLUDING:

a. W140 Channel Improvements and related flood mitigation improvements

Mr. Conger updated the Board on the W140-001-000 Brian Branch drainage improvements and related flood mitigation, copies of the status reports are included in the Board agenda materials. He reported responses and comments had been received from Harris County Flood Control on the drainage impact analysis and report. He reported the primary concern regarded maintenance. He reported the straws preliminary design plans had been completed and Klotz would be assisting LAN on the preliminary review. No action from the Board was required.

b. Gessner Road Phase 1 Improvements Design

Mr. Conger provided an update on the North Gessner drainage and mobility improvements, copy of status report included in the Board agenda materials, and answered questions. He reported staff met with Public Works and the City was requesting an updated preliminary engineering report. There was a lengthy discussion regarding the City's capital improvements project with regard to Gessner. No action from the Board was required.

c. Other engineering matters and projects.

Mr. Conger discussed the Conrad Sauer detention was not designed for a 100 year flood, but was designed as a 10 year pond. He reported it was actually a mitigation pond to serve the neighborhood and was not a detention pond. He answered questions presented regarding the Gessner project. No action from the Board was required.

TOWN AND COUNTRY BOULEVARD AT QUEENSBURY LANE INTERSECTION IMPROVEMENTS STATUS REPORT.

Mr. Vijayagopal provided an update on the Town and Country Boulevard at Queensbury Lane intersection and answered questions. A status report was handed out on the project, a copy is attached as Exhibit A. No action from the Board was required.

RECEIVE SWA PROJECTS STATUS REPORT.

Mr. Vick reported on the current status with regard to the landscape architecture on several projects, a copy of the status report is included in the board agenda materials. A presentation was given on the Town and Country Blvd. improvements. There was general discussion regarding standard of improvements, an additional right-of-way and round-about. He reported Trammel Crow has agreed to maintenance at the Plaza and the Memorial Management District has agreed to the round-about maintenance. An overview of layout of improvements was presented. No action from the Board was required.

APPROVE SWA ON-CALL PROFESSIONAL DESIGN SERVICES PROPOSAL.

Mr. Vick reviewed the SWA proposal for professional design services, included in the Board agenda materials, and answered questions. Upon a motion duly made by Director Hamilton, and being seconded by Director Freels, the Board voted unanimously to approve the proposal from SWA for on-call professional design services, as presented.

RECEIVE TIP CALL FOR PROJECTS UPDATE FROM THE GOODMAN CORPORATION AND APPROVE INTERLOCAL AGREEMENT WITH MEMORIAL CITY MANAGEMENT DISTRICT FOR SPONSORSHIP OF TIP PROJECTS.

Mr. Webb reviewed the Interlocal Agreement, included in the Board agenda materials, and answered questions. Upon a motion duly made by Director Hamilton, and being seconded by Freels, the Board voted

to approve the Interlocal Agreement with Memorial City Management District, as presented. Director Airola abstained.

RECEIVE FLOOD GRANT RESEARCH MEMORANDUM FROM THE GOODMAN CORPORATION.

Mr. Webb reported upon Director Rickel's request to do research on funding sources available for flood mitigation, a Memorandum was included in the Board agenda materials. He reported two to three opportunities included in the report and that The Goodman Corporation will continue to look at those opportunities and keep the Board updated. No action from the Board was required.

UPDATE ON WEST BELTWAY 8 SHARED USE PATH PROPOSAL.

Mr. Bean reported City of Houston has agreed to be the sponsor in the West Beltway 8 shared use path. He reported the project requires annexation of property into the TIRZ to move forward and staff was working with the City on the annexation. No action from the Board was required.

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 convened in executive session at 9:51 a.m.

RECONVENE IN OPEN SESSION AND AUTHORIZE APPROPRIATE ACTION REGARDING THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY.

The Board reconvened in open session at 10:41 a.m. No action was taken.

ADJOURNMENT.

There being no further business to come before the Board, Chair Givens adjourned the meeting at 10:42 a.m.

APPROVED:

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

List of Exhibits

- A. Gunda Corporation Status Report on Queensbury-Town and Country Blvd. intersection improvements, dated August 3, 2015

MEMORIAL CITY REDEVELOPMENT AUTHORITY TIRZ NO. 17,
HOUSTON, TEXAS

AGENDA MEMORANDUM

TO: Memorial City Redevelopment Authority TIRZ #17 Board of Directors
FROM: Executive Director
SUBJECT: Agenda Item Materials

4. Receive the financial and bookkeeper's report, including payment of invoices, review of investments, and project cash flow reports.

Memorial City Redevelopment Authority

Cash Management Report

July 31, 2015

ETI BOOKKEEPING SERVICES

17111 ROLLING CREEK DRIVE SUITE 108

HOUSTON TX 77090

TELEPHONE 281 444 3384 FAX 281 440 8304

Fiscal Year End: June 30, 2016

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	18,360,612.86	2,845,212.93	6,245.67	21,212,071.46
Revenue	7,122,484.42	1,236.10	4,367,280.18	11,491,000.70
Expenditures	36,537.86	1,576,608.34	0.00	1,613,146.20
Ending Balance	25,446,559.42	1,269,840.69	4,373,525.85	31,089,925.96

NOTES

Debt Service Payments due in Fiscal Year End 2016:

Date	Series	Principal	Interest	Total
9/1/2015	2008	450,000.00	171,102.50	621,102.50
9/1/2015	2011	555,000.00	151,248.00	706,248.00
9/1/2015	2011A	1,760,000.00	503,965.00	2,263,965.00
3/1/2016	2008	-	161,090.00	161,090.00
3/1/2016	2011	-	141,036.00	141,036.00
3/1/2016	2011A	-	470,085.00	470,085.00
			Total FYE 2016	4,363,526.50

July 31, 2015

General Operating Fund

BEGINNING BALANCE: **18,360,612.86**

REVENUE:

Checking Interest - Bank of America	103.18	
Checking Interest - Wells Fargo	361.17	
Texpool Interest	45.62	
Wells Fargo/TexSTAR (Surplus Funds) Interest	893.70	
City of Houston Surplus Increment	7,121,080.75	
Voided Check (s)	0.00	
Total Revenue:		7,122,484.42

DISBURSEMENTS:

Checks Presented At Last Meeting	36,057.75	
Checks Written at/after Last Meeting	0.00	
FDIC Assessment Fee	480.11	
Total Expenditures		36,537.86

Ending Balance: **25,446,559.42**

Location of Assets:

Institution	Investment Number	Interest Rate	
Wells Fargo Checking	*5490	0.1500	7,860,222.16
Bank of America	*9516	0.1400	809,776.72
TexPool	*0001	0.0630	852,340.29
Wells Fargo/TexSTAR	TexSTAR Surplus Funds	0.0722	15,679,220.25
Texas Exchange Bank CD	*3601	0.7000	245,000.00
Total			25,446,559.42

Certificate of Deposit

CD *4215

Term: 12 Months

Matures: 09/28/2015

**Memorial City Redevelopment Authority
Checks Presented August 27, 2015**

Num	Name	Description	Amount
2513	Equi-Tax, Inc	Tax Assessor Fee	-400.00
2514	eSiteful, Inc.	Website Maintenance	-227.50
2515	ETI Bookkeeping Services	Bookkeeping Fee	-1,093.89
2516	Hawes Hill Calderon LLP	Professional Consultant	-7,500.00
2517	Lockwood, Andrews & Newman, Inc.	Engineering Fee	-153,050.00
Total			-162,271.39

Capital Projects Fund

BEGINNING BALANCE		2,845,212.93
 REVENUE		
Checking Interest - Bank of America	159.51	
Checking Interest - Wells Fargo	64.54	
TexPool Interest	12.05	
Temporary Right of Entry Rental	1,000.00	
Voided Check(s)	0.00	
Total Revenue		1,236.10
 EXPENDITURES		
Checks Presented at Last Meeting	1,576,257.67	
Checks Written at/after Last Meeting	0.00	
FDIC Assessment Fee	350.67	
Total Expenditures		1,576,608.34
 ENDING BALANCE		 1,269,840.69

Location of Assets:

Institution	Investment Number	Interest Rate	Current Balance
Bank of America	*1719	0.1400	0.00
Wells Fargo	*5458	0.1500	1,044,683.49
Tex Pool	*0003	0.0630	225,157.20
		Total	1,269,840.69

**Memorial City Redevelopment Authority
Checks Presented August 27, 2015**

Num	Name	Description	Amount
20510	Klotz Associates Inc	Engineering Consultant	-55,470.20
20511	SER Construction Partners, LLC	Pay Estimate No. 7	-1,133,687.14
Total			-1,189,157.34

Debt Service Fund

BEGINNING BALANCE		6,245.67
REVENUE		
Wells Fargo/TexSTAR (2008 DSF) Interest	226.30	
Wells Fargo/TexSTAR (2008 DSF) COH Increment	4,363,132.75	
Wells Fargo/TexSTAR (2008 Pled Rev) Interest	0.57	
Wells Fargo/TexSTAR (2008 Pled Rev) COH Increm.	3,920.56	
Total Revenue		4,367,280.18
EXPENDITURES		
2008 Debt Service Interest Payment	0.00	
2008 Debt Service Principal Payment	0.00	
Total Expenditures		0.00
ENDING BALANCE		4,373,525.85

Location of Assets:

Institution	Investment Number	Interest Rate	Current Balance
Wells Fargo *4601	TexSTAR 2008 DSF	0.0722	4,364,024.97
Wells Fargo *4603	TexSTAR DS Reserve	0.0722	272.17
Wells Fargo *4600	TexSTAR 2008 Pledged Rev	0.0722	9,228.71
Total			4,373,525.85

Memorial City Redevelopment Authority
Investment Report
July 31, 2015

SCHEDULE OF INVESTMENTS
Investment Pools

Fund	Location Of Assets	Interest Rate	Beginning Balance		Interest Earned	Deposits or (Withdrawals)	Ending Balance		
			Market	N.A.V.			Market	N.A.V.	
GOF	TexPool	0.0630	852,328.76	1.00004	45.62	(0.00)	852,382.91	1.00005	852,340.29
GOF	Wells Fargo/ TexStar	0.0722	8,557,947.49	1.000082	893.70	7,121,080.75	15,680,208.04	1.000063	15,679,220.25
CPF	TexPool	0.0630	225,154.16	1.00004	12.05	0.00	225,168.46	1.00005	225,157.20
DSF	Wells Fargo/ TexStar DSF	0.0722	393.78	1.000082	226.30	4,363,404.92	4,364,299.90	1.000063	4,364,024.97
DSF	Wells Fargo/ TexStar Res.	0.0722	272.19	1.000082	0.00	0.00	272.19	1.000063	272.17
DSF	Wells Fargo/ TexStar PI Rev	0.0722	5,580.21	1.000082	0.57	3,648.39	9,229.29	1.000063	9,228.71

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
Wells Fargo	8,904,905.65	BNYM	12,738,716	WU2246	10,098,820	10,236,371
Bank of America	809,776.72	Federal Reserve	3,254,173	FNCL	3,119,787	3,254,173

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.

Bookkeeper _____ Investment Officer

Investment Officer Kenneth Byrd	Date Assumed Office 8/6/2015	Training Completed 10/18/2014
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Memorial City Redevelopment Authority
Profit & Loss Budget vs. Actual
July 2015

		July			Year To Date (1 Month)			Annual
		Actual	Budget	Variance	Actual	Budget	Variance	Budget
Ordinary Income/Expense								
Income								
1000 · Income								
	8223 · Interest Income	1,640	7,303	-5,663	1,640	7,303	-5,663	87,633
	Total 1000 · Income	1,640	7,303	-5,663	1,640	7,303	-5,663	87,633
	6-4320 · Increment Collections	11,488,134	12,524,238	-1,036,104	11,488,134	12,524,238	-1,036,104	12,524,238
	Total Income	11,489,774	12,531,541	-1,041,767	11,489,774	12,531,541	-1,041,767	12,611,871
Expense								
3335 · Management Consulting Services								
	6320 · Legal	0	5,000	-5,000	0	5,000	-5,000	60,000
	6322 · Eng Consultant/General Prof.Svc	0	6,250	-6,250	0	6,250	-6,250	75,000
	6337 · Construction Audit	0	0	0	0	0	0	10,000
	6343 · Other	228	0	228	228	0	228	0
	Total 3335 · Management Consulting Services	228	11,250	-11,022	228	11,250	-11,022	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	0	0	0	2,660,000
	5708 · Interest	0	0	0	0	0	0	1,704,667
	Total 5706 · Debt Service	0	0	0	0	0	0	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	0	0	0	17,000
	6333 · Bookkeeping/Accounting	1,010	875	135	1,010	875	135	10,500
	6340 · Administration Salaries/Benefit	7,500	11,833	-4,333	7,500	11,833	-4,333	142,000
	6344 · Bond Svcs/Trustee/FA	400	0	400	400	0	400	4,800
	6350 · Office Expense	0	1,250	-1,250	0	1,250	-1,250	15,000
	6351 · Office Lease	0	1,250	-1,250	0	1,250	-1,250	15,000
	6353 · Insurance / FDIC Assess.Fee	831	3,750	-2,919	831	3,750	-2,919	45,000
	Total 6300 · Administration & Overhead	9,741	18,958	-9,217	9,741	18,958	-9,217	249,300
7000 · Capital Expenditure								
	1709 · Lumpkin I-10 Westview	1,188,227	275,000	913,227	1,188,227	275,000	913,227	3,300,000
	1716A · Barryknoll East Drainage	0	16,667	-16,667	0	16,667	-16,667	200,000
	1717 · Town & Country W. Drain/Mobil	33,220	172,917	-139,697	33,220	172,917	-139,697	2,075,000
	1725 · Parks & Green Space Improv.	0	2,083	-2,083	0	2,083	-2,083	25,000
	1731B · Memorial Drainage & Mobility	64,290	0	64,290	64,290	0	64,290	0
	1732A · N Gessner Drainage & Mobility	54,971	25,000	29,971	54,971	25,000	29,971	300,000
	1734 · W140 Channel Improvements	499	134,583	-134,084	499	134,583	-134,084	1,615,000

July 2015 FYE 2016 Budget based on FYE 2015 numbers.
 FYE 2016 Budget not yet approved by COH as of 7/31/2015.

July 31, 2015

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

		July			Year To Date (1 Month)			Annual
		Actual	Budget	Variance	Actual	Budget	Variance	Budget
	1734B · Bunker Hill Bridge	0	6,250	-6,250	0	6,250	-6,250	75,000
	1735A · Detention Basin A	0	256,667	-256,667	0	256,667	-256,667	3,080,000
	1736A · Memorial Drive Drainage	0	33,333	-33,333	0	33,333	-33,333	400,000
	Total 7000 · Capital Expenditure	1,341,207	922,500	418,707	1,341,207	922,500	418,707	11,070,000
	Total Expense	1,351,176	952,708	398,468	1,351,176	952,708	398,468	16,945,179
Net Income		10,138,598	11,578,833	-1,440,235	10,138,598	11,578,833	-1,440,235	-4,333,308

July 2015 FYE 2016 Budget based on FYE 2015 numbers.
 FYE 2016 Budget not yet approved by COH as of 7/31/2015.

July 31, 2015

Equi-Tax Inc.

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

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

Invoice

DATE	INVOICE #
8/1/2015	48366

DESCRIPTION	AMOUNT
Fec per Contract, Monthly Consultant Services	400.00

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

Code # 6333
8/17/2015



ETI Bookkeeping Services
PO BOX 73109
Houston, TX 77273

Invoice

Date	Invoice #
8/1/2015	7424

BILL TO
TIRZ 17 Redevelopment Authority P.O. Box 73109 Houston, Texas 77273

Description	Qty	Rate	Amount
Bookkeeping Annual Record Retention Storage		850.00 243.89	850.00 243.89

Total	\$1,093.89
Payments/Credits	\$0.00
Balance Due	\$1,093.89

Code # 6333
8/17/2015





12777 Jones Road, Suite 175
Houston, TX 77070
832-504-7083

Bill To

Ms. Michelle Lofton
Bookkeeping Services
P.O. Box 7300
Houston, TX 77273

Invoice

Date	Invoice #
09/07/2015	5071
Terms	Due Date
Net 30	09/06/2015

Activity	Quantity	Rate	Amount
* Houston TIRZ 17 Website Maintenance - July 2015 (see timesheet for details)	1.75	130.00	227.50
Total			\$227.50

www.esiteful.com

Code # 6333
8/12/2015



Thank you

Project Activity Report

From 07/01/2015 through 07/31/2015; Houston TIRZ 17; Billable time only



Work type	%	Time	Rate	Total
Production	57.14%	1.000	\$130.00	\$130.00
Technical Support	42.86%	0.750	\$130.00	\$97.50
Total billable time		1.750	\$130.00	\$227.50
Total Time		1.75		\$227.50

Billable time details

#	Task	Client	Project	Module	Estimate	Date	Work type	Person	Time	Rate	Total	
2489	Site Updates	Houston TIRZ 17 Maintenance			0	07/29/2015	Production	Bao Tran	0.500	\$130.00	\$65.00	
						07/30/2015	Production	Les Lee	0.250	\$130.00	\$32.50	
									<i>Task Subtotal</i>	0.750	\$130.00	\$97.50
2511	Assisting Josh Hawes with IT related set ups	Houston TIRZ 17 Maintenance			0	07/02/2015	Technical Support	Les Lee	0.250	\$130.00	\$32.50	
						07/06/2015	Technical Support	Les Lee	0.250	\$130.00	\$32.50	
						07/13/2015	Technical Support	Les Lee	0.250	\$130.00	\$32.50	
									<i>Task Subtotal</i>	0.750	\$130.00	\$97.50
2512	Change upcoming meeting information	Houston TIRZ 17 Maintenance			0	07/24/2015	Production	Les Lee	0.250	\$130.00	\$32.50	
	Total Billable Time				0				1.750	\$130.00	\$227.50	

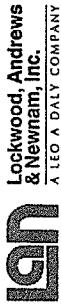
Grand Total

Total Billable Time

Total Time and Fees

\$227.50

\$227.50



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

August 17, 2015

Hawes Hill Calderon LLP
10103 Fondren, #300
Houston, TX 77056

Attention: Mr. Scott Bean

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

Dear Mr. Bean:

Attached is the original copy of our Invoice No. 22 in the amount of \$153,050.00 for the above projects, which covers services through August 14, 2015.

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

Sincerely,

Muhammad Ali, P.E.
Project Manager

MA:RTM

Enclosures: LAN Invoice No.22

cc: File



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

STABE
PRINTED

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

Scott Bean
Hawes Hill Calderon LLP
10103 Fondren, #300
Houston, Texas 77056

August 17, 2015
Invoice No: 22

Engineering services through August 14, 2015 in connection with the TIRZ 17 Redevelopment Authority

Account No.	Project Name	Original Contract	Percent Complete	Remaining Contract Amount	Total Invoiced To Date	Previously Invoiced	Current Payment Due
CIP No. T-1709	Lumpsum Roadway Improvements from IH-10 Frontage Road to Northbrook Drive CIP and CMT	\$493,200.00	50.00%	\$246,594.00	\$ 246,606.00	\$ 221,946.00	\$ 24,660.00
CIP No. T-1709	Lumpsum Roadway Improvements from IH-10 Frontage Road to Northbrook Drive CWI&I	\$597,600.00	60.00%	\$239,040.00	\$ 356,560.00	\$ 328,660.00	\$ 29,880.00
CIP No. T-1717	Town & Country West Drainage & Mobility Improvements- Amendment to Phase II Detailed Design	\$684,400.00	90.00%	\$68,440.00	\$ 615,960.00	\$ 581,740.00	\$ 34,220.00
CIP No. T-1731B	Memorial Drive Drainage and Mobility Improvements	\$428,600.00	75.00%	\$107,150.00	\$ 321,450.00	\$ 257,160.00	\$ 64,290.00
Total		\$2,203,800.00		\$1,542,576.00	\$ 1,389,526.00	\$ 1,189,526.00	\$ 153,050.00

CURRENT PAYMENT DUE THIS INVOICE:

\$153,050.00

Code #s 1709, 1709,
1717, 1731B
8/17/15

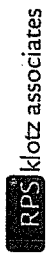


Memorial City Redevelopment Authority / TIRZ 17

Briar 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

Professional Services Summary
 Through 07/31/15
 Invoice # **1734A**

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	93.17%	\$581,025.88	\$581,025.88	\$499.33
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		\$581,025.88	\$581,025.88	\$499.33
Additional Engineering Services / SubContracted Services / Reimbursible Expenses						
I. Additional Engineering Services	\$35,820.00					
1. T.C.P.s - 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. Adet'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		\$644,245.96	\$644,245.96	\$499.33
Total Fees Earned this Period						\$499.33



1160 Dairy Ashford, Suite 500, Houston, Texas 77079
 T 281.589.7257 E email@klotz.com W www.rpsgroup.com | www.klotz.com

Scott Bean
 Executive Director
 Memorial City Redevelopment Authority
 8955 Katy Freeway, Suite 215
 Houston, TX 77024

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

For Professional Services rendered from June 16, 2015 to July 31, 2015.

Description	Contract Amount	Percent Complete	Billed to Date	Previously Invoiced	Current Invoice
Basic Services (LS)	624,155.00	93.17	581,525.21	581,025.88	499.33
Additional Services (T&M)	89,645.00	71.00	63,220.08	63,220.08	0.00
Total Fee	713,800.00		644,745.29	644,245.96	499.33
					\$499.33
					0.00
Recap:	Current	Previous	To-Date		
Total Billings	499.33	644,245.96	644,745.29		
Contract Amount			713,800.00		
Balance			69,054.71		
		Total Due This Invoice:			\$499.33

Code # 1734A
 8/17/2015



Monthly Progress Report

Project: Memorial City Redevelopment Authority / TIRZ 17
Briar Branch (WY49-01-00) Channel Improvements
Ph I – Design

CIP No: T-1734A

Period: Through July 31, 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. Initial HCFCD responses and comments dated 05-07-15 & 05-11-15 received 05-15-15. 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 Mtgs. 06-18-15, 07-10-15 & 07-29-15 to review project status with TIRZ Executive Director.
 - 4.) Attended and provided project update at TIRZ Board Meeting on 06-30-15.
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.) Respond to comments and questions from HCFCD and TIRZ.
 - 1.) Project Team Meetings as required.
 - 2.) Progress Mtgs. to be held to review project status with TIRZ Executive Director.
 - 3.) Additional meetings with TIRZ, LAN and SWA as required.
 - 4.) Attend and provide project update at TIRZ Board Meeting on 08-06-15.
- b. Meetings
 - 1.) Sub-consultant (Survey – Kuo & Associates)
 - 1.) Kuo additional survey work complete.

Issues and Information we are waiting to receive - None

Memorial City Redevelopment Authority / TIRZ 17

North Gessner Drainage and Mobility Improvements
 - IH10 (Kay Fry) 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 07/31/15
 Invoice # 715101

Task	Contract Budget Fees	Authorized Amounts	Percent Complete %	Budget Amount Earned	Previously Billed	Earned This Period
Basic Services						
I. Phase I - PER (Update Not Authorized)	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
II. Phase II - Final Design	\$474,170.00	\$474,170.00	89.84%	\$425,994.33	\$385,073.46	\$40,920.87
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		\$425,994.33	\$385,073.46	\$40,920.87
Additional Engineering Services / Subcontracted Services / Reimbursible Expenses						
I. Additional Engineering Services	\$102,390.00					
1. TCPs - Traffic Control Plans		\$23,280.00	19.97%	\$4,650.00	\$0.00	\$4,650.00
2. Traffic Signals - 2 Locations (Gessner & IH10; Gessner & Westview)		\$66,010.00	0.00%	\$0.00	\$0.00	\$0.00
3. SW3P - Storm/Water Pollution Prevention Plans		\$11,100.00	84.66%	\$9,400.00	\$0.00	\$9,400.00
II. Subcontracted Services	\$25,000.00					
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	\$445,190.00	\$125,190.00		\$14,050.00	\$0.00	\$14,050.00
Total Professional Services Fees	\$919,360.00	\$599,360.00		\$440,044.33	\$385,073.46	\$54,970.87
Total Fees Earned this Period						\$54,970.87



1160 Dairy Ashford, Suite 500, Houston, Texas 77079
 T 281.589.7237 E email@klotz.com W www.rpsgroup.com | www.klotz.com

Scott Bean
 Executive Director
 Memorial City Redevelopment Authority
 8955 Kay Freeway, Suite 215
 Houston, TX 77024
 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 June 16, 2015 to July 31, 2015:

Description	Contract Amount	Percent Complete	Billed to Date	Previously Invoiced	Current Invoice
Basic Services	474,170.00	89.84	425,994.33	385,073.46	40,920.87
Additional Services	102,390.00	14.00	14,050.00	0.00	14,050.00
Sub - Contracted Engineering Services	20,000.00	0.00	0.00	0.00	0.00
Reimbursible Expenses	22,800.00	0.00	0.00	0.00	0.00
Total Fee	619,360.00		440,044.33	385,073.46	54,970.87
Recap:					\$54,970.87
Total Billings	Current		Previous	To-Date	
Contract Amount	54,970.87		385,073.46	440,044.33	
Balance			619,360.00	179,315.67	
			Total Due This Invoice:		\$54,970.87

Code # 1732A
 8/17/2015



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 July 31, 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.) Development of N. Gessner SWMM model complete.
 - 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.) Progress Mtgs. on 06-18-15, 07/10/15 and 07-29-15 to review project status with TIRZ Executive Director.
 - 3.) Attended and provided project update at TIRZ Board Meeting on 06-30-15.
 - 4.) Additional meetings with TIRZ as required.
2. Ph II Sub-consultant – Need for supplemental sub-consultant services 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.) Development of N. Gessner SWMM model. Drainage Impact Report begin
 - 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.) Progress Mtgs. to be held to review project status with TIRZ Executive Director.
 - 3.) Additional meetings with TIRZ as required.
 - 4.) Attend and provide project update at TIRZ Board Meeting on 08-06-15.
2. Ph II Sub-consultant
 - 1.) ESA I needed
 - 2.) TBD

Issues and Information we are waiting to receive –

1. ESA II needed for project approval and design completion. Proposal in preparation to provide this required service.
2. Additional requests from CoH PWE for additional reviews, updated PER and new TRC. Proposal in preparation to provide these newly required services.



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

August 20, 2015

Scott Bean
Memorial City Redevelopment Authority
c/o Hawes Hill Calderon, LLP
10103 Fondren #300
Houston, Texas 77096

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. 07

Dear Mr. Bean:

SER Construction Partners, LLC (SER) has submitted estimate No. 07 in the amount of \$1,133,687.14 for construction services rendered through July 31, 2015.

Based on our review, SER has complied with all requirements stated in the estimate and we recommend payment of \$1,133,687.14 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:rb

Enclosures: SER Pay Est. No. 07

Code # 1709
8/24/15



MEMORIAL CITY REDEVELOPMENT AUTHORITY
Tax Increment Reinvestment Zone No. 17

ESTIMATE AND CERTIFICATE FOR
PAYMENT UNIT PRICE WORK

Estimate No. : 7
Cut Off Date : 07/31/15
Estimate Date : 08/20/15

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
Original Contract Time : 465
Approved Extensions : 0
Total Contract Time : 465
Substantial Completion Date : 4/14/2016
Percentage By Time : 44.73%
Date Inforce Exp. : 6/8/2016
Drug Policy Due Date: N/A
Current M/SBE : 0.35/1.13
Schedule Update Received : 7/13/2015

No.	Date	Ext. Days	Amount
	01/22/2015		\$2,355,471.30
Total Approved Extensions 0			
Total Change Orders to Date \$2,355,471.30			

No.	Date	Amount
Total Pending Work Change Directives to Date \$0.00		
TOTAL CONTRACT AMOUNT (excludes WCD) \$15,497,993.10		

A. EARNINGS TO DATE
1. Work Completed to Date 46.58% Complete \$6,556,683.81
2. Material Stored on Site \$ 0.00
3. Material Stored in Place \$ 0.00
4. Balance-Materials Accepted Not in Place \$ 0.00
5. Work Change Directives - In Place @ 85% \$0.00
TOTAL EARNINGS TO DATE \$6,556,683.81

B. DEDUCTIONS
1. Retainage 5% OF \$327,834.19 \$16,391.71
2. Retainage Release 0% OF \$0.00 \$0.00
3. Total Retainage \$327,834.19
4. Liquidated Damages \$0.00
5. Assessments \$0.00
6. Inspector Overtime Costs \$0.00
TOTAL DEDUCTIONS \$327,834.19

C. AMOUNT DUE THIS PERIOD
1. Total Earnings to Date \$6,556,683.81
2. Total Deductions \$327,834.19
3. Total Payments Due \$6,228,849.62
4. Less Previous Payments \$5,095,162.48
5. Restoration Adjustment \$0.00
TOTAL AMOUNT DUE CONTRACTOR THIS DATE \$1,133,687.14

Prepared By:
Reviewed By:
Richard L. Beiler
Muhammad Ali, P.E.
Approved By:
Scott Bean, TRR217
Date: 8/21/15
Date: 8/20/2015

Printed 8/20/2015 @ 1:31 PM

Pay Est No. 7

Hawes Hill Calderon LLP
P.O. Box 22167
Houston TX 77227-2167


Invoice

Bill To:

TIRZ-Memorial City Redevelopment Authority/RZ 17
PO Box 22167
Houston, TX 77227-2167

Invoice #: 43015128
Date: 8/18/2015

Page: 1

DATE	DESCRIPTION	AMOUNT
	Professional consulting and administrative services per contract, August 2015	\$7,500.00
<i>Code # 6340</i> <i>8/18/2015</i> 		Sales Tax: \$0.00
		Total Amount: \$7,500.00
		Amount Applied: \$0.00
		Balance Due: \$7,500.00

Terms: C.O.D.

MEMORIAL CITY REDEVELOPMENT AUTHORITY TIRZ NO. 17,
HOUSTON, TEXAS

AGENDA MEMORANDUM

TO: Memorial City Redevelopment Authority TIRZ #17 Board of Directors
FROM: Executive Director
SUBJECT: Agenda Item Materials

6. Consent to Assignment of Development Agreement Reimbursement Rights from Town & Country Partners Ltd., to Frost Bank.

SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT

THIS SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT (this "Security Agreement") is made as of _____, 2015, by and between **TOWN CENTRE PARTNERS, LTD.**, a Texas limited partnership (the "Borrower" or "Debtor"), and **FROST BANK**, a Texas state bank (the "Secured Party").

RECITALS:

A. Borrower is a party to that certain Development Agreement Between Town Centre Partners, Ltd. and Memorial City Redevelopment Authority dated effective as of April 1, 2015 (the "Development Agreement"), which provides for the design and construction by Borrower of the intersection realignment and traffic signal installation at Queensbury Lane and Town & Country Boulevard, Houston, Harris County, Texas (the "Intersection Project").

B. Secured Party has made a loan to the Borrower in the maximum amount of ONE MILLION THIRTY THOUSAND AND NO/100 DOLLARS (\$1,030,000.00) (the "Intersection Project Loan") to finance the cost of the design and construction by Borrower of the Intersection Project as more particularly described in the Development Agreement. The obligations of the Borrower to repay the Intersection Project Loan are evidenced by a promissory note in the original face amount of \$1,030,000.00 (the "Note"), dated of even date herewith, executed by Borrower and payable to the order of Secured Party.

C. The Debtor now desires to execute and deliver this Security Agreement for the benefit of the Secured Party to secure the payment of all the Indebtedness (as defined herein), including the Note. The Note, this Security Agreement and all other documents evidencing, securing, governing, guaranteeing and/or pertaining to the Note, including, without limitation, that certain Construction Loan Agreement dated August 28, 2013 (the "Original Loan Agreement"), as amended pursuant to that certain First Amendment to Construction Loan Agreement of even date herewith (the "First Amendment") between Secured Party and the Borrower (the Original Loan Agreement and First Amendment, together with any and all future modifications, amendments, restatements, substitutions and replacements, the "Loan Agreement"), are collectively referred to as the "Loan Documents."

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are recognized and acknowledged, the parties hereto do hereby agree as follows.

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.1 Definitions. As used in this Security Agreement, the following terms have the following meanings:

"Collateral" has the meaning specified in Section 2 of this Security Agreement.

"Indebtedness" means:

- (a) all obligations and indebtedness of the Borrower, direct or contingent, now and hereafter created or arising under, or incurred under, the Note;
- (b) any and all sums (including, without limitation, attorneys' fees, court costs and other expenses of enforcement), together with interest accruing thereon as herein provided, which may hereafter be advanced by or on behalf of the Secured Party under the terms of this Security Agreement on account of the failure of the Debtor to keep, observe or perform any of the Debtor's covenants or agreements under the Note or this Security Agreement, as applicable;
- (c) all cost and expenses, including all attorneys' fees, incurred by the Secured Party to preserve and maintain the Collateral, collect the obligations described herein and enforce the Note and this Security Agreement;
- (d) any other amounts now payable or subsequently becoming payable by the Debtor pursuant to the Loan Documents; and
- (e) any renewals, extensions for any period and rearrangement of any of the amounts described in clause (a) above.

"Intersection Project" shall have the meaning given such term in Recital A above.

"Uniform Commercial Code" means the Uniform Commercial Code as presently in effect in the State of Texas.

Section 1.2 Other Definitional Provisions. Unless otherwise provided herein, all terms used in this Security Agreement which are defined in the Loan Agreement have the same meanings in this Security Agreement which are assigned to such terms in the Loan Agreement. Except where the context otherwise requires, words imparting the singular number shall include the plural number and vice versa. Reference to any Loan Document means that Loan Document as amended or supplemented from time to time. Reference to any party to a Loan Document means that party and its successors and assigns.

Section 1.3 Terms Defined in Uniform Commercial Code. All terms used but not defined herein which are defined in the Uniform Commercial Code shall have the same meanings herein unless the context otherwise requires.

Section 1.4 Interpretations. The table of contents and articles and section headings of this Security Agreement are for reference purposes only and shall not affect its interpretation in any respect.

ARTICLE II

SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT

Section 2.1 Grant of Security Interest. The Debtor hereby pledges and collaterally assigns to Secured Party, and grants to the Secured Party a security interest in, the following described collateral (the "Collateral"):

(a) All of its rights, titles, and interests arising from or with respect to the Development Agreement, but not its obligations thereunder;

(b) All of its accounts, accounts receivable, contract rights, general intangibles, and other rights arising out of the Development Agreement, whether now owned or hereafter acquired; and

(c) The proceeds of the collateral described in clauses (a) and (b) above.

Section 2.2 Obligations Secured. The pledge and collateral assignment of the Collateral, and the security interest in the Collateral, are granted to secure the payment of the Indebtedness.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

In order to induce the Secured Party to accept this Security Agreement, the Debtor represents and warrants to Secured Party (which representations and warranties will survive the creation of the Indebtedness and any extension of credit under the Loan Documents) that:

Section 3.1 Ownership and Liens. Except for the security interest and collateral assignment in favor of the Secured Party granted in this Security Agreement (or elsewhere), the Debtor owns (or will own in the case of after-acquired property) good and indefeasible title to the Collateral free and clear of any liens, security interests or adverse claims. The Debtor has full right, power and authority to grant the security interest created by this Security Agreement in the Collateral free and clear of any other liens, security interests or adverse claims. No other lien, security interest or adverse claim has been created by the Debtor or exists with respect to any Collateral (except in favor of Secured Party). No financing statement or other security instrument is on file in any jurisdiction covering the Collateral other than those in favor of the Secured Party. At the time the security interest and collateral assignment in favor of Secured Party attaches, good and indefeasible title to all after-acquired property included within the Collateral, free and clear of any other liens, security interests or adverse claims (except in favor of Secured Party) will be vested in the Debtor.

Section 3.2 Power and Authority; Enforceability; No Conflict. Debtor has full right, power and authority to enter into this Security Agreement and to grant the first priority security interest contemplated hereby. This Security Agreement is a legal, valid and binding obligation of

the Debtor, enforceable against the Debtor in accordance with its terms. The provisions of this Security Agreement do not conflict with the organizational documents of the Debtor or any agreement to which the Debtor is a party.

Section 3.3. Legal Name. The correct legal name of Borrower as it appears in its certificate of formation is **TOWN CENTRE PARTNERS, LTD.** The Borrower is a Texas limited partnership.

ARTICLE IV

COVENANTS AND AGREEMENTS

Section 4.1 Title; Prohibited Liens and Filings. The Debtor covenants and agrees to protect the title to the Collateral. The Debtor will not pledge, mortgage, otherwise encumber, create or suffer a lien to exist on any of the Collateral (other than in favor of the Secured Party) or sell, assign or otherwise transfer or convey any of the Collateral to or in favor of any person other than the Secured Party. The Debtor will not file or permit to be filed or recorded any financing statement or other security instrument with respect to the Collateral other than in favor of the Secured Party.

Section 4.2 Intentionally Deleted.

Section 4.3 Payment. The Borrower will duly and punctually pay all Indebtedness on the dates and in the manner provided in the Loan Documents, in accordance with the terms and provisions thereof and hereof.

Section 4.4 Performance of Covenants. The Debtor will faithfully perform at all times all covenants, undertakings, stipulations and provisions which are to be performed by it pursuant to the terms of the Loan Documents.

Section 4.5 Inspection of Collateral. The Secured Party may from time to time, upon request and at reasonable business hours, inspect the Debtor's records and other documents concerning the Collateral and make copies thereof.

Section 4.6 Further Assurances. The Debtor will from time to time sign, execute, deliver and file, alone or with Secured Party, any financing statements, security agreements or other documents and take all (as shall be reasonably directed by the Secured Party) further action that may be necessary to confirm, perfect, preserve and protect the security interests, liens and assignments intended by all parties to be granted hereby, and in addition, the Debtor hereby authorizes Secured Party to execute and deliver on behalf of the Debtor and to file such financing statements, security agreements and other documents without the signature of the Debtor either in Secured Party's name or in the name of the Debtor and as agent and attorney-in-fact for the Debtor. The Debtor shall do all such additional and further acts or things, give such assurances and execute such documents or things as the Secured Party reasonably requires to vest most completely in and assure to the Secured Party its rights under this Security Agreement, including, without limiting the generality of the foregoing, at the request of Secured Party, marking conspicuously each of its

records pertaining to the Collateral with a legend, in form and substance satisfactory to the Secured Party, indicating that such Collateral is subject to the security interest granted by this Security Agreement.

Section 4.7 Financing Statement Filings; Notifications. The Debtor recognizes that financing statements pertaining to the Collateral will be filed with the office of the Secretary of State of the State of Texas and that the security interest of Secured Party in all the Collateral consisting of depository accounts, if any, is perfected by control by Secured Party. Secured Party is hereby authorized to file in any jurisdiction where the Secured Party deems it necessary, a financing statement or statements and one or more continuation statements, and at the request of the Secured Party, the Debtor will join the Secured Party in executing one or more financing statements, continuation statements or both pursuant to the Code in form and substance satisfactory to the Secured Party, and will pay the cost of filing such financing statements, with all public offices at any time and from time to time whenever filing or recording of any financing statement or continuation statement is deemed by the Secured Party to be necessary or desirable. The Debtor will immediately notify the Secured Party of any condition or event that may change the proper location for the filing of any financing statements or other public notice or recordings for the purpose of perfecting a security interest in the Collateral.

Section 4.8 No Waiver, Release, Compromise, Etc. The Debtor will not, without the express written consent of the Secured Party, (i) waive any default or compromise or settle any dispute in respect of any payment(s) (or installments of payments) of the Collateral; or (ii) release any obligor in respect of its pledge agreements or any other Collateral from its payment obligations thereunder.

Section 4.9 Taxes, Etc. The Debtor agrees to pay prior to delinquency, at the Debtor's own cost and expense, all taxes, charges, liens and assessments against the Collateral or any part thereof, as the same become payable, and upon request of the Secured Party, shall furnish due proof of such payment to the Secured Party promptly after payment.

ARTICLE V

PERFORMANCE OF DEBTOR OBLIGATIONS

Section 5.1 Performance of Debtor Obligations. If the Debtor should fail to comply with any of the agreements, covenants or obligations of the Debtor under this or any other Loan Document, then the Secured Party may perform the same for the account and at the expense of the Debtor but shall not be obligated to do so; any and all reasonable expenses incurred or paid in so doing shall be payable by the Debtor to the Secured Party, with interest at the highest lawful rate, from the date when same was so incurred or paid; the amount thereof and accrued interest thereon shall be due and payable on demand and shall be secured by and under this instrument; and the amount and nature of such expense and the time when paid shall be fully established by the affidavit of the Secured Party or any officer or agent thereof which shall be promptly executed and delivered to the Debtor.

Section 5.2 No Waiver. The exercise of the privileges granted in this Article V to perform the Debtor's obligations under the Loan Documents shall in no event be considered or constitute a waiver of the right of the Secured Party at any time after an Event of Default (as defined in the Loan Agreement) to exercise its rights under the Loan Documents, including without limitation, any right to declare the Indebtedness to be at once due and payable, but is cumulative of such rights and of all other rights given by this instrument, the other Loan Documents and in law or equity.

ARTICLE VI

REMEDIES

Section 6.1 Default Procedures. If an "Event of Default" (as defined in the Loan Agreement) shall have occurred, in addition to its other rights under the other Loan Documents, the Secured Party shall have the right and option to proceed against the Debtor, as herein provided, to enforce this Security Agreement by selling the Collateral, as herein provided and to exercise all other remedies provided for herein or at law or in equity.

Section 6.2 Default Remedies. The Debtor covenants and agrees with the Secured Party that:

- (a) The Secured Party may, upon or at any time after an Event of Default, proceed under the Uniform Commercial Code as to all or any part of the Collateral and shall have and may exercise with respect to the Collateral all the rights, remedies and powers of a Secured Party under the Uniform Commercial Code, including, without limitation, the right and power to sell, at public or private sale or sales, or otherwise dispose of or utilize the Collateral and any part or parts thereof in any manner authorized or permitted under the Uniform Commercial Code after default by a debtor. Among the rights of the Secured Party upon and after the occurrence of an Event of Default, and without limitation, the Secured Party shall have the right to take possession of the Collateral and to enter upon any premises at reasonable times where the same may be situated for such purpose without being deemed guilty of trespass and without liability for damages thereby occasioned, and to take any action deemed necessary, appropriate or desirable by the Secured Party, at its option and its discretion, to prepare the Collateral for sale or other use or disposition as herein authorized. To the extent permitted by law, the Debtor expressly waives any notice of sale or other disposition of the Collateral and any other rights or remedies of a debtor or formalities prescribed by law relative to sale or disposition of the Collateral or exercise of any other right or remedy of the Secured Party existing after default hereunder; and to the extent any such notice is required and cannot be waived, the Debtor agrees that if such notice is mailed, postage prepaid, to the Debtor at the address designated in the Loan Agreement (or at the Debtor's most recent address as shown by the records of the Secured Party) at least ten (10) days prior to the time of any public sale or disposition, or the date after which the Collateral will be sold or disposed of by private sale, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving of any such notice.

- (b) The Secured Party is expressly granted the right, at its option as long as any Event of Default shall exist and be continuing, to setoff the Collateral and/or at any time transfer the Collateral or any part thereof to itself or its nominee.
- (c) The Secured Party is expressly granted the right, at its option as long as any Event of Default shall exist and be continuing, to notify obligors in respect of the Collateral to make payment directly to the Secured Party and to receive the monies, income, proceeds or benefits attributable or accruing thereto.
- (d) All recitals in any instrument of assignment or any other instrument executed by the Secured Party incident to sale, transfer, assignment or other disposition or utilization of the Collateral or any part thereof hereunder shall be full proof of the matters stated therein, and no other proof shall be required to establish full legal propriety of the sale, transfer or setoff or other action or of any fact, condition or thing incident thereto, and all prerequisites of such sale or other action and of the fact, condition or thing incident thereto shall be presumed conclusively to have been performed or to have occurred.
- (e) As long as any Event of Default shall exist and be continuing, the Secured Party may require the Debtor to assemble the Collateral and make it available to the Secured Party at a place to be designated by the Secured Party that is reasonably convenient to all parties. All reasonable expenses of retaking, holding, preparing for sale or other use or disposition, selling or otherwise using or disposing of the Collateral and the like which are incurred or paid by the Secured Party as authorized or permitted hereunder, including also all reasonable attorneys' fees, legal expenses and costs, shall be added to the Indebtedness secured by this Security Agreement and the Debtor shall be liable therefor.

ARTICLE VII

GENERAL

Section 7.1 Extension Rearrangement of Renewal of Indebtedness. It is expressly agreed that any of the Indebtedness at any time secured hereby may be from time to time extended for any period, rearranged or renewed, and that any part of the security herein described, or any other security for the Indebtedness, may be waived or released without in any way altering, varying or diminishing the force, effect or priority of the lien, security interest and assignment granted in this Security Agreement; and the lien, assignment and security interest in the Collateral shall continue as a first and prior lien, assignment and security interest in the Collateral not expressly so released, until all sums with interest and charges and other Indebtedness hereby secured are fully paid and Secured Party shall have no further obligation to advance funds to, or on behalf of or for the account of the Debtor. No other security now existing or hereafter taken to secure the payment of the Indebtedness or any part hereof or the performance of any obligation or liability whatever shall in any manner impair or affect the Collateral given by this Security Agreement. All

security for the payment of the Indebtedness or any part hereof and the performance of any obligation or liability shall be taken, considered and held as cumulative.

Section 7.2 Waiver of Stay or Extension. The Debtor will not at any time insist upon or plead or in any manner whatever, claim or take the benefit or advantage of any stay or extension law now or at any time hereafter in force in any locality where the Collateral or any part thereof may or shall be situated, nor will the Debtor claim, take or insist on any benefit or advantage from any law now or hereafter in force providing for the evaluation or appraisal of the Collateral or any part hereof prior to any sale or sales thereof to be made pursuant to any provision of this Security Agreement, or the decree of any court of competent jurisdiction, nor after any such sale or sales will the Debtor claim or exercise any right covered by any law now or any time hereafter in force to redeem the property so sold or any part hereof, and, to the extent permitted by law, the Debtor hereby expressly waives all benefit and advantage or any such laws and waives the appraisal of the Collateral or any part thereof and covenants that the Debtor will not hinder, delay or impede the execution of any power herein granted to the Secured Party, but the Debtor will suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

Section 7.3 Notice. Except where certified or registered mail notice is required by applicable law or otherwise herein, any notice to the Debtor required or permitted hereunder shall be deemed to be given when given in the manner prescribed in the Loan Agreement.

Section 7.4 Severability. In the event any item, term or provision contained in this Security Agreement is in conflict, or may hereafter be held to be in conflict, with the laws of the State of Texas or of the United States of America, this Security Agreement shall in all other respects remain in full force and effect.

Section 7.5 Governing Law. This Security Agreement shall be governed by, and shall be enforceable in accordance with the laws of the State of Texas and the United States of America.

Section 7.6 Amendments. This Security Agreement may be amended only by an instrument in writing signed by the duly authorized representatives of the Debtor and the Secured Party.

Section 7.7 Entire Agreement. This Security Agreement embodies the final, entire agreement among the parties hereto with respect to the subject matter hereof. There are no oral agreements among the parties hereto.

[Balance of Page Intentionally Left Blank]

[Signature(s) on Following Page(s)]

IN WITNESS WHEREOF, the Debtor and the Secured Party have caused this Security Agreement to be signed on their behalf by their duly authorized representative as of the date first written above.

BORROWER/DEBTOR:

TOWN CENTRE PARTNERS, LTD.,
a Texas limited partnership

By: TC Blvd Partners, LLC, a Texas limited liability company, its General Partner

By: _____
Dan M. Moody, III, Executive Manager

SECURED PARTY:

FROST BANK, a Texas state bank

By: _____
Nancy Clarkson, Market President

Signature Page

ACKNOWLEDGMENT AND CONSENT:

AUTHORITY:

**MEMORIAL CITY REDEVELOPMENT
AUTHORITY**, a not for profit local government
corporation organized and existing under
the laws of the State of Texas

By: _____
Ann Givens, Chair

Signature Page

MEMORIAL CITY REDEVELOPMENT AUTHORITY TIRZ NO. 17,
HOUSTON, TEXAS

AGENDA MEMORANDUM

TO: Memorial City Redevelopment Authority TIRZ #17 Board of Directors
FROM: Executive Director
SUBJECT: Agenda Item Materials

10. Receive the engineer's report from LAN including:
 - a. Lumpkin Road Improvements Project construction status
 - b. Approval of time modifications and changes in work of pay applications
 - c. Proposal for supplemental engineering services for the Town and Country Boulevard design
 - d. Other engineering matters and projects

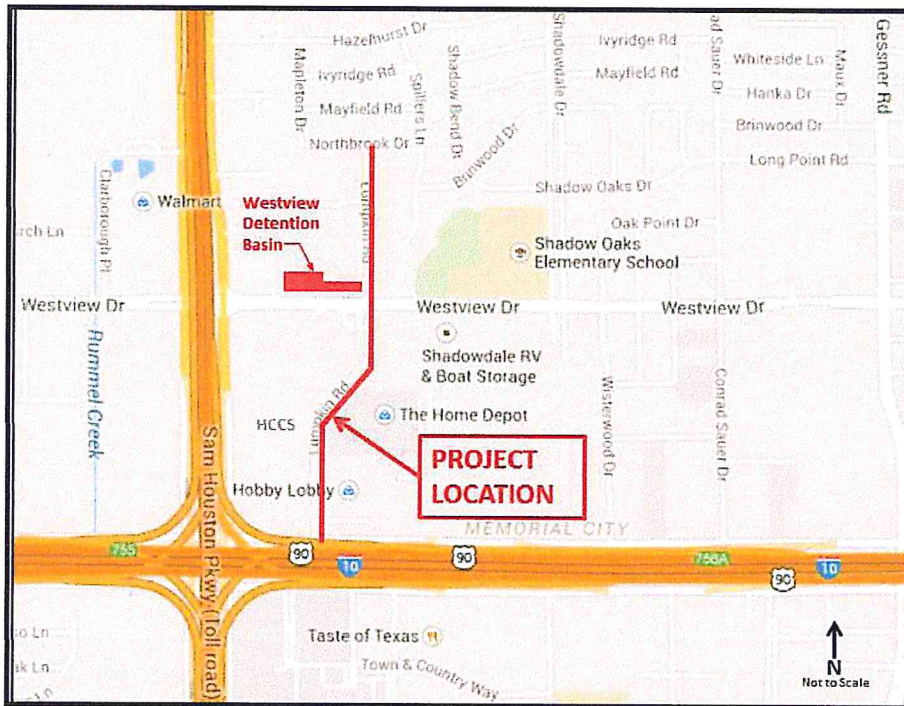
Lumpkin Road

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

- Switched to Ph 2 detour (Lumpkin Rd. southbound only) to allow construction to begin on East side (North bound lane)
- Basin modular block retaining wall installation in progress
- Chlorinated and tested new 8-inch water line north of Westview Dr.
- Completed paving and sidewalk along west side of Lumpkin Rd.

Current Traffic Control

- Lumpkin Road between IH10 feeder and Westview Dr. has South bound one way traffic only. (note, NB is being detoured via Beltway 8 Frontage Road)
- SE 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	\$5,095,162.49
Current payment due	\$1,133,687.13
Contract completion date	April 14, 2016

* For more information please refer to TIRZ 17 website



New sidewalk with decorative paver accents



Basin modular block retaining wall installation in progress



Seating area at HCC



Southbound lane of Lumpkin Rd. open to traffic

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



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

A LEO A DALY COMPANY

August 20, 2015

Scott Bean
Memorial City Redevelopment Authority
c/o Hawes Hill Calderon, LLP
10103 Fondren #300
Houston, Texas 77096

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. 07

Dear Mr. Bean:

SER Construction Partners, LLC (SER) has submitted estimate No. 07 in the amount of \$1,133,687.14 for construction services rendered through July 31, 2015.

Based on our review, SER has complied with all requirements stated in the estimate and we recommend payment of **\$1,133,687.14** 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

Enclosures: SER Pay Est. No. 07



MEMORIAL CITY REDEVELOPMENT AUTHORITY
Tax Increment Reinvestment Zone No. 17

Estimate No. : 7
 Cut Off Date : 07/31/15
 Estimate Date : 08/20/15

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

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

WBS No. : N-T17000-0012-3

Contract Date : 12/11/2014
 Start Date : 1/5/2015
 Current Contract Completion Date : 4/14/2016
 Substantial Completion Date :
 Percentage By Time : 44.73% In Place : 48.58%
 Date Insurance Exp. : 6/8/2016 Drug Policy Due Date: N/A Current M/SBE : 0.35/1.13

CONTRACT TIME IN CALENDAR DAYS

Original Contract Time : 465
 Approved Extensions : 0
 Total Contract Time : 465
 Days Used to Date : 208
 Days Remaining to Date : 257
 Schedule Update Received : 7/13/2015

CONTRACT AMOUNT TO DATE :

1. Original Contract Amount \$11,142,521.40
 2. Approved Change Orders

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

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

3. Approved Work Change Directives

No	Date	Ext.Days	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 48.58% Complete \$6,556,683.81
 2. Material Stored on Site \$ 0.00
 3. Material Stored in Place \$ 0.00
 4. Balance-Materials Accepted Not in Place \$ 0.00 @ 85% \$0.00
 5. Work Change Directives - In Place \$0.00
TOTAL EARNINGS TO DATE \$6,556,683.81

B. DEDUCTIONS

1. Retainage 5% Of \$6,556,683.81 \$327,834.19
 2. Retainage Release 0% Of \$6,556,683.81 \$0.00
 3. Total Retainage \$327,834.19
 4. Liquidated Damages 0.00 Days @ \$5,000.00 \$0.00
 5. Assessments \$0.00
 6. Inspector Overtime Costs \$0.00
TOTAL DEDUCTIONS \$327,834.19

C. AMOUNT DUE THIS PERIOD

1. Total Earnings to Date \$6,556,683.81
 2. Total Deductions \$327,834.19
 3. Total Payments Due \$6,228,849.62
 4. Less Previous Payments \$5,095,162.48
 5. Restoration Adjustment \$0.00
TOTAL AMOUNT DUE CONTRACTOR THIS DATE \$1,133,687.14

BALANCE REMAINING \$6,941,309.39

Prepared By

Richard L. Butler

Reviewed By

Muhammad Ali, P.E. 8/20/2015
 Date

Approved By:

Scott Bean, TIRZ17 8/20/15
 Date

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

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

Contract # WBS No. N-T17000-0012-3
 Lumpkin Road Reconstruction and Drainage Improvements
 ESTIMATE No. 7 July 2015

Item No.	Spec Ref	Base Unit-Short Title	Unit of Measure	Quantity	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date	% Completed
Base Bid General Items												
1	01502	Mobilization	LS	1	\$300,000.00	\$300,000.00	1.00	0	1.00	\$0.00	\$300,000.00	100.00%
2	01555	Traffic Control and Regulations	LS	1	\$250,000.00	\$250,000.00	0.25	0	0.25	\$0.00	\$62,500.00	25.00%
3	01555S	Uniformed Police Officers	HR	3185	\$30.00	\$95,550.00	3,006.21	178.79	3,185.00	\$5,363.70	\$95,550.00	100.00%
4	01555	Portable Concrete Low Profile Traffic Barrier Install	LF	2570	\$29.00	\$74,530.00	1,780.00	949	2,729.00	\$27,521.00	\$79,141.00	106.19%
5	01555	Portable Concrete Low Profile Traffic Barrier Move and Reset	LF	2570	\$10.60	\$27,242.00	0.00	2162	2,162.00	\$22,917.20	\$22,917.20	84.12%
6	01555	Portable Concrete Low Profile Traffic Barrier Remove	LF	2570	\$5.30	\$13,621.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
7	01562	Tree and Plant Protection	LS	1	\$6,450.00	\$6,450.00	1.00	0	1.00	\$0.00	\$6,450.00	100.00%
8	01570	Inlet Protection Barrier	LF	500	\$14.70	\$7,350.00	365.00	0	365.00	\$0.00	\$5,365.50	73.00%
9	02922	Sodding	SY	3100	\$4.00	\$12,400.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
10	01570	Filter Fabric Fence	LF	5000	\$2.10	\$10,500.00	3,000.00	0	3,000.00	\$0.00	\$6,300.00	60.00%
11	02082	Type-C Manhole on Box Sewer Complete in Place	EA	17	\$3,000.00	\$51,000.00	13.00	3	16.00	\$9,000.00	\$48,000.00	94.12%
12	02082	Type C Manholes	EA	2	\$4,000.00	\$8,000.00	2.00	0	2.00	\$0.00	\$8,000.00	100.00%
HCFCO												
02120/0224												
13	1/02314	Excavation and Off-Site Disposal	CY	29673	\$20.00	\$593,460.00	6,506.88	0	6,506.88	\$0.00	\$130,137.60	21.93%
14	02200	Chain Link Fence	LF	1869	\$30.00	\$56,070.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
15	02200	30-foot Sliding Gate	EA	1	\$2,400.00	\$2,400.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
16	02221	Remove and Dispose of 18-inch Diameter Storm Sewer	LF	750	\$20.60	\$15,450.00	0.00	611	611.00	\$12,586.60	\$12,586.60	81.47%
17	02221	Remove and Dispose of 24-inch Diameter Storm Sewer	LF	132	\$21.80	\$2,877.60	0.00	50	50.00	\$1,090.00	\$1,090.00	37.88%
18	02221	Remove and Dispose of 30-inch Diameter Storm Sewer	LF	748	\$25.30	\$18,924.40	321.00	269	590.00	\$6,805.70	\$14,927.00	78.88%
19	02221	Remove and Dispose of 36-inch Diameter Storm Sewer	LF	174	\$28.90	\$5,028.60	0.00	163	163.00	\$4,710.70	\$4,710.70	93.68%
20	02221	Remove and Dispose of Existing Inlets, All Types	EA	13	\$324.00	\$4,212.00	8.00	5	13.00	\$1,620.00	\$4,212.00	100.00%
21	02221	Remove and Dispose of Existing Manholes, All Types	EA	1	\$324.00	\$324.00	0.00	1	1.00	\$324.00	\$324.00	100.00%
22	02221	Remove and Dispose of Existing Junction Box, All Types	EA	3	\$735.00	\$2,205.00	3.00	0	3.00	\$0.00	\$2,205.00	100.00%
23	02221	Remove and Dispose of Existing 7-foot x 4-foot Box Culverts	LF	126	\$46.70	\$5,884.20	126.00	0	126.00	\$0.00	\$5,884.20	100.00%
24	02221	Remove and Dispose of Existing 7-foot x 5-foot Box Culverts	LF	573	\$49.10	\$28,134.30	546.00	27	573.00	\$1,325.70	\$28,134.30	100.00%
25	02221	Remove Existing Storm Sewer Leads	LF	72	\$26.40	\$1,900.80	45.00	27	72.00	\$712.80	\$1,900.80	100.00%
26	02221	Remove and Dispose of Concrete (Pilot Channel)	SY	865	\$13.00	\$11,245.00	0.00	865	865.00	\$11,245.00	\$11,245.00	100.00%
27	02221	Remove and Dispose of Backslope Interceptor Structure	EA	2	\$441.00	\$882.00	0.00	2	2.00	\$882.00	\$882.00	100.00%
28	02221	Clearing and Grubbing (Includes FenceRemoval)	AC	3	\$15,000.00	\$45,000.00	2.75	0	2.75	\$0.00	\$41,250.00	91.67%
29	HCFCO 0224: Care and Control of Water	LS	1	\$6,000.00	\$6,000.00	1.00	0	1.00	1.00	\$0.00	\$6,000.00	100.00%
30	02260	Trench Safety System	LF	2424	\$1.20	\$2,908.80	2,897.23	383	3,280.23	\$459.60	\$3,936.28	135.32%
31	02540	Storm Sewer Rehab Inside Joint Repair	EA	30	\$1,200.00	\$36,000.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
32	05321	Cement Stabilized Sand, 100 PSI (Westview Basin Only)	TON	7871	\$30.40	\$239,278.40	6,043.32	1828	7,871.32	\$55,571.20	\$239,288.07	100.00%
33	HCFCO 0231: Select Fill (Embankment)	CY	3410	\$30.90	\$105,369.00	0.00	0	0	0.00	\$0.00	\$0.00	0.00%
34	HCFCO 0236: Reinforced Filter Fabric Fence	LF	1850	\$2.10	\$3,885.00	0.00	1829	1,829.00	\$3,840.90	\$3,840.90	98.86%	
35	HCFCO 0236: Rock Filter Dam (Type 3)	LF	150	\$6,210.00	\$931,500.00	0.00	75	75.00	\$3,105.00	\$3,105.00	50.00%	
36	HCFCO 0236: Stabilized Construction Entrance / Exit	SY	422	\$24.90	\$10,507.80	0.00	422	422.00	\$10,507.80	\$10,507.80	100.00%	
37	HCFCO 0237: 5-Inch Concrete Slope Paving	SY	1265	\$60.00	\$75,900.00	0.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00%
38	HCFCO 0237: Backslope Interceptor Structure	EA	3	\$1,100.00	\$3,300.00	0.00	0	0.00	\$0.00	\$0.00	\$0.00	0.00%
39	02611	24-Inch HDPE Storm Sewer by Open Cut Complete in Place	LF	275	\$127.00	\$34,925.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
40	02611	24-Inch Diameter Storm Sewer by Open Cut Complete in Place	LF	429	\$127.10	\$54,525.90	228.00	8	236.00	\$1,016.80	\$29,995.60	55.01%

SER Construction Partners, Inc.
 Contract # WBS No. N-T17000-0012-3
 Lumpkin Road Reconstruction and Drainage Improvements
 ESTIMATE No. 7 JULY 2015

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

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

Item No.	Spec Ref	Base Unit Short Title	Unit of Measure	Estimated		Contract Amount	Previous		Current		% Completed	
				Quantity	Unit Price		Quantities	Quantities	Quantities	Date		Amount
84	02512	1.5-inch to 2-inch Copper Service Connection, Long Side	EA	5	\$2,059.50	\$10,297.50	0.00	1	1.00	\$2,059.50	\$2,059.50	20.00%
85	02513	4-inch Wet Connection	EA	1	\$985.80	\$985.80	0.00	0	0.00	\$0.00	\$0.00	0.00%
86	02516	4-inch Cut, Plug and Abandon	EA	1	\$176.70	\$176.70	0.00	0	0.00	\$0.00	\$0.00	0.00%
87	02513	6-inch Wet Connection	EA	1	\$1,586.30	\$1,586.30	1.00	0	1.00	\$0.00	\$1,586.30	100.00%
88	02516	6-inch Cut, Plug and Abandon	EA	1	\$238.20	\$238.20	1.00	0	1.00	\$0.00	\$238.20	100.00%
89	02513	8-inch Wet Connection	EA	4	\$1,089.00	\$4,356.00	2.00	0	2.00	\$0.00	\$2,178.00	50.00%
90	02516	8-inch Cut, Plug and Abandon	EA	5	\$202.50	\$1,012.50	2.00	0	2.00	\$0.00	\$405.00	40.00%
91	02513	12-inch Wet Connection	EA	1	\$1,199.20	\$1,199.20	0.00	0	0.00	\$0.00	\$0.00	0.00%
92	02516	12-inch Cut, Plug and Abandon	EA	1	\$500.30	\$500.30	0.00	0	0.00	\$0.00	\$0.00	0.00%
93	02520	Fire Hydrant Assembly with 6-inch Gate Valve	EA	9	\$3,821.10	\$34,389.90	5.00	1	6.00	\$3,821.10	\$22,926.60	66.67%
94	02520	6-inch FH Lead (Open Cut)	LF	98	\$47.50	\$4,655.00	14.00	6	20.00	\$285.00	\$950.00	20.41%
95	02520	Remove and Salvage Existing Fire Hydrant	EA	7	\$264.00	\$1,848.00	0.00	6	6.00	\$1,584.00	\$1,584.00	85.71%
96	02525	21-inch X 8-inch TS&V	EA	1	\$3,174.00	\$3,174.00	1.00	0	1.00	\$0.00	\$3,174.00	100.00%
Base Bid Sanitary												
97	02082	Precast Standard Sanitary Manhole	EA	2	\$2,542.50	\$5,085.00	2.00	0	2.00	\$0.00	\$5,085.00	100.00%
98	02082	Precast Standard Drop Sanitary Manhole	EA	1	\$2,642.10	\$2,642.10	0.00	0	0.00	\$0.00	\$0.00	0.00%
99	02531	18-inch Sanitary Sewer	LF	138	\$164.60	\$22,714.80	85.00	0	85.00	\$0.00	\$13,991.00	61.59%
100	02531	4-inch Sanitary Sewer	LF	15	\$65.50	\$982.50	0.00	0	0.00	\$0.00	\$0.00	0.00%
101	02531	4-inch Sanitary Sewer Force Main	LF	34	\$52.80	\$1,795.20	0.00	0	0.00	\$0.00	\$0.00	0.00%
Base Bid Paving												
102	02741	Temporary Asphalt	SY	1255	\$105.70	\$132,653.50	1,491.52	0	1,491.52	\$0.00	\$157,653.66	118.85%
103	02319	Filling of Ditch (Temporary TCP)	CY	750	\$16.50	\$12,375.00	355.56	394.44	750.00	\$6,508.26	\$12,375.00	100.00%
104	02221	Remove and Dispose of Asphaltic Concrete Pavement	SY	8971	\$5.90	\$52,928.90	2,322.22	0	2,322.22	\$0.00	\$13,701.10	25.89%
105	02221	Remove and Dispose of Reinforced Concrete Pavement with or wit SY	SY	639	\$5.90	\$3,770.10	0.00	0	0.00	\$0.00	\$0.00	0.00%
106	02221	Remove and Dispose of Driveways (All Materials, All Thickness)	SY	1721	\$6.50	\$11,186.50	0.00	0	0.00	\$0.00	\$0.00	0.00%
107	02221	Remove and Dispose of Sidewalks (All Materials, All Thickness)	SY	72	\$8.20	\$590.40	0.00	0	0.00	\$0.00	\$0.00	0.00%
108	02315	Roadway Excavation	CY	15700	\$23.30	\$365,810.00	3,925.00	0	3,925.00	\$0.00	\$91,452.50	25.00%
109	02221	Remove Concrete Curb all Heights	LF	1000	\$1.30	\$1,300.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
110	02771	Concrete Curb (All Heights)	LF	5300	\$3.00	\$15,900.00	1,619.24	0	1,619.24	\$0.00	\$4,857.72	30.55%
111	02771	Concrete Curb (Toe Wall 0" to 18")	LF	700	\$14.00	\$9,800.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
112	02337	Lime/Fly-Ash Stabilized Subgrade, 6-inch	SY	13403	\$4.10	\$54,952.30	4,535.41	2063.97	6,599.38	\$8,462.28	\$27,057.46	49.24%
113	02337	Lime for Lime Stabilization	TON	200	\$180.00	\$36,000.00	108.30	34	142.30	\$6,120.00	\$25,614.00	71.15%
114	02754	7-inch High Early Strength Concrete Driveways, Including excavatio SF	SF	8499	\$6.60	\$56,093.40	2,373.12	0	2,373.12	\$0.00	\$15,662.59	27.92%
115	02751	8-inch Reinforced Concrete Pavement (High Early Strength)	SY	12095	\$64.20	\$776,499.00	4,181.15	1998.48	6,179.63	\$128,302.42	\$396,732.25	51.09%
116	TXDOT 360	10-inch Continuously Reinforced Concrete Pavement (TXDOT) (High SY	SY	370	\$66.50	\$24,605.00	0.00	0	0.00	\$370.00	\$0.00	0.00%
117	TXDOT 360	6-inch Cement Stabilized Base (TXDOT)	SY	370	\$19.60	\$7,252.00	0.00	0	0.00	\$370.00	\$0.00	0.00%
118	TXDOT 360	6-inch Lime Treated Subgrade (TXDOT)	SY	370	\$4.10	\$1,517.00	0.00	0	0.00	\$370.00	\$0.00	0.00%
119	02752	Board Expansion Joint with Load Transfer Device	LF	1362	\$8.90	\$12,121.80	0.00	546.49	546.49	\$4,863.76	\$4,863.76	40.12%
120	02752	Horizontal Dowels, All Lengths	EA	28	\$10.60	\$296.80	0.00	0	0.00	\$0.00	\$0.00	0.00%
121	02752	Saw-Cut Concrete Pavement (All Depths)	LF	265	\$12.00	\$3,180.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
122	321413	ADA Accessible Wheelchair Ramps	EA	6	\$1,119.00	\$6,714.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
123	321413	ADA Detectable Warning Pavers	SY	49	\$120.00	\$5,880.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
124	02775	4.5-inch Thick Concrete Sidewalks	SF	23460	\$6.20	\$145,452.00	551.33	3475.67	4,027.00	\$21,549.15	\$24,967.42	17.17%
125	02319	Borrow	CY	1860	\$18.40	\$34,224.00	0.00	0	0.00	\$0.00	\$0.00	0.00%

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 3636 Pasadena Blvd
 Pasadena, Texas 77503
 Harris

Owner: Memorial City Redevelopment Authority
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ESTIMATE No. 7 JULY 2015

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	% Completed
Base Bid Landscape / Architectural												
126	02950	Bed Preparation	SF	1350	\$12.00	\$16,200.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
127	02950	Shade Trees (Lumpkin Road Basic Amenities)	EA	49	\$720.00	\$35,280.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
128	02950	Low Flowering Tree	EA	54	\$690.00	\$37,260.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
129	02810	Irrigation	SF	60000	\$1.40	\$84,000.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
130	02780	Sidewalk Concrete Accent Pavers	SF	4795	\$18.00	\$86,310.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
131	02751	Gathering Areas	SF	2000	\$60.00	\$120,000.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
132	02870	Benches	EA	2	\$1,731.00	\$3,462.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
133	02870	Bike Racks	EA	3	\$1,251.00	\$3,753.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
134	02780	Trash Receptacles	EA	1	\$1,030.50	\$1,030.50	0.00	0	0.00	\$0.00	\$0.00	0.00%
135	DWG	Lighting	EA	29	\$7,020.00	\$203,580.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
136	DWG	Electrical Services	EA	1	\$79,200.00	\$79,200.00	0.18	0.14	0.32	\$11,088.00	\$25,344.00	32.00%
Base Bid Signal Design and Interconnect												
137	02465	Drill Shaft (Traffic Signal Pole) (24-inch)	LF	24	\$216.00	\$5,184.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
138	02465	Drill Shaft (Traffic Signal Pole) (30-inch)	LF	64	\$240.00	\$15,360.00	0.00	32	32.00	\$7,680.00	\$7,680.00	50.00%
139	02580	35-foot Traffic Signal Pole	EA	2	\$6,600.00	\$13,200.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
140	02580	40-foot Traffic Signal Pole	EA	2	\$10,440.00	\$20,880.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
141	02582	PED Pole Assembly	EA	2	\$1,440.00	\$2,880.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
142	02582	Push Button Pole Assembly	EA	2	\$600.00	\$1,200.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
143	02893	Traffic Signal Construction	EA	1	\$4,200.00	\$4,200.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
144	02893	Temporary Traffic Signals	EA	1	\$25,200.00	\$25,200.00	1.00	0	1.00	\$0.00	\$25,200.00	100.00%
145	02893	Removal of Concrete Foundations	EA	4	\$840.00	\$3,360.00	4.00	0	4.00	\$0.00	\$3,360.00	100.00%
146	02893	Remove Traffic Signal Pole Assembly	EA	4	\$540.00	\$2,160.00	4.00	0	4.00	\$0.00	\$2,160.00	100.00%
147	02893	Electrical Service (UL TYPE 3R)	EA	1	\$4,800.00	\$4,800.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
148	16710	Traffic Signal Pull Box Type A	EA	6	\$480.00	\$2,880.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
149	16710	Traffic Signal Pull Box Type B	EA	3	\$600.00	\$1,800.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
150	16710	Traffic Signal Pull Box Type C	EA	1	\$1,440.00	\$1,440.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
151	16711	1.5-inch (Trench) Conduit PVC (SCHD 80)	LF	699	\$12.00	\$8,388.00	407.00	110	517.00	\$1,320.00	\$6,204.00	73.96%
152	16711	2-inch (Trench) Conduit PVC (SCHD 80)	LF	58	\$835.20	\$48,352.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
153	16711	2.5-inch (Trench) Conduit PVC (SCHD 80)	LF	9	\$151.20	\$1,360.80	0.00	0	0.00	\$0.00	\$0.00	0.00%
154	16711	3-inch (Trench) Conduit PVC (SCHD 80)	LF	28	\$18.00	\$504.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
155	16711	4-inch (Trench) Conduit PVC (SCHD 80)	LF	21	\$21.60	\$453.60	0.00	0	0.00	\$0.00	\$0.00	0.00%
156	16711	4-inch (Bore) Conduit PVC (SCHD 80)	LF	682	\$24.00	\$16,368.00	288.00	230	518.00	\$5,520.00	\$12,432.00	75.95%
157	16713	Loop Detector Wire Cable	LF	975	\$0.40	\$390.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
158	16713	Loop Detector Lead-in Cable	LF	3030	\$1.80	\$5,454.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
159	16715	Veh. Sig. Sec. (12-inch) Inc.(Green Arrow) LED	EA	8	\$192.00	\$1,536.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
160	16715	Veh. Sig. Sec. (12-inch) Inc.(Yellow Arrow) LED	EA	8	\$192.00	\$1,536.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
161	16715	Veh. Sig. Sec. (12-inch) Inc.(Flashing Yellow Arrow) LED	EA	8	\$192.00	\$1,536.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
162	16715	Veh. Sig. Sec. (12-inch) Inc.(RED Arrow) LED	EA	8	\$192.00	\$1,536.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
163	16715	Veh. Sig. Sec. (12-inch) Inc.(Green) LED	EA	8	\$192.00	\$1,536.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
164	16715	Veh. Sig. Sec. (12-inch) Inc.(Yellow) LED	EA	8	\$192.00	\$1,536.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
165	16715	Veh. Sig. Sec. (12-inch) Inc.(Red) LED	EA	8	\$192.00	\$1,536.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
166	16715	Back Plate(12-inch)(3 Sec.)	EA	8	\$48.00	\$384.00	0.00	0	0.00	\$0.00	\$0.00	0.00%
167	16715	Back Plate(12-inch)(4 Sec.)	EA	8	\$72.00	\$576.00	0.00	0	0.00	\$0.00	\$0.00	0.00%

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Contract # WB5 No. N-T17000-0012-3
 Lumpkin Road Reconstruction and Drainage Improvements
 ESTIMATE No. 7 July 2015

Item No.	Spec Ref	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price	Contract Amount	Previous Quantities		Current Quantities		Current Amount	Amount to Date	% Completed
							Quantities	Date	Quantities	Date			
168	16716	Ped. Sig. Sec. (12-LED (2 indications))	EA	8	\$540.00	\$4,320.00	0.00		0	0.00	\$0.00	\$0.00	0.00%
169	16720	Traffic-Signal Cable (Type A)(14 AGW)(3 CONDR)	LF	848	\$1.10	\$932.80	0.00		0	0.00	\$0.00	\$0.00	0.00%
170	16720	Traffic-Signal Cable (Type A)(14 AGW)(5 CONDR)	LF	880	\$1.40	\$1,232.00	0.00		0	0.00	\$0.00	\$0.00	0.00%
171	16720	Traffic-Signal Cable (Type A)(14 AGW)(7 CONDR)	LF	2140	\$2.20	\$4,708.00	0.00		0	0.00	\$0.00	\$0.00	0.00%
172	16720	Electrical CONDR (No. 8) Bare	LF	1307	\$1.00	\$1,307.00	0.00		0	0.00	\$0.00	\$0.00	0.00%
173	16720	Electrical CONDR (No. 10) Insulated	LF	950	\$0.20	\$190.00	0.00		0	0.00	\$0.00	\$0.00	0.00%
174	16720	Signal Power (No. 4 THHN)	LF	105	\$2.40	\$252.00	0.00		0	0.00	\$0.00	\$0.00	0.00%
175	16724	Optical Detector Unit	EA	4	\$840.00	\$3,360.00	0.00		0	0.00	\$0.00	\$0.00	0.00%
176	16724	Phase Selector	EA	1	\$4,200.00	\$4,200.00	0.00		0	0.00	\$0.00	\$0.00	0.00%
177	16724	Optical Detector Cable	LF	580	\$1.80	\$1,044.00	0.00		0	0.00	\$0.00	\$0.00	0.00%
178	16730	Controller Cabinet 340 ITS	EA	1	\$24,979.20	\$24,979.20	0.00		0	0.00	\$0.00	\$0.00	0.00%
179	16731	Model 2070L Controller	EA	1	\$3,600.00	\$3,600.00	0.00		0	0.00	\$0.00	\$0.00	0.00%
180	16732	Battery Backup System	EA	1	\$6,600.00	\$6,600.00	0.00		0	0.00	\$0.00	\$0.00	0.00%
181	16734	WIMAX	EA	1	\$1,560.00	\$1,560.00	0.00		0	0.00	\$0.00	\$0.00	0.00%
182	16750	Audible Pedestrian Signal Unit	EA	4	\$1,680.00	\$6,720.00	0.00		0	0.00	\$0.00	\$0.00	0.00%
183	16713	Preformed Loop (6'X50')	EA	4	\$960.00	\$3,840.00	0.00		0	0.00	\$0.00	\$0.00	0.00%
184	16713	Preformed Loop (6'X6')	EA	8	\$1,080.00	\$8,640.00	0.00		0	0.00	\$0.00	\$0.00	0.00%
185	16727	Sawcut Loop (6'X6')	LF	141	\$9.60	\$1,353.60	0.00		0	0.00	\$0.00	\$2,160.00	25.00%
Base Bid Signage and Pavement Markings													
186	01554	Placement of Permanent Signs	EA	42	\$372.00	\$15,624.00	0.00		0	0.00	\$0.00	\$0.00	0.00%
187	01554	Relocating Existing Signs	EA	1	\$420.00	\$420.00	0.00		0	0.00	\$0.00	\$0.00	0.00%
188	02764	Raised Reflective Pavement Markings, Type I-C	EA	23	\$4.70	\$108.10	0.00		0	0.00	\$0.00	\$0.00	0.00%
189	02764	Raised Reflective Pavement Markings, Type I-C-R	EA	8	\$4.70	\$37.60	0.00		0	0.00	\$0.00	\$0.00	0.00%
190	02764	Raised Reflective Pavement Markings, Type II-A-A	EA	152	\$4.70	\$714.40	0.00		0	0.00	\$0.00	\$0.00	0.00%
191	02767	Thermoplastic Pavement Markings Remove (Yellow) 4-inch (SLD)	LF	180	\$0.70	\$126.00	0.00		0	0.00	\$0.00	\$0.00	0.00%
192	02767	Thermoplastic Pavement Markings (Yellow) 4-inch (SLD)	LF	2334	\$0.70	\$1,633.80	0.00		0	0.00	\$0.00	\$0.00	0.00%
193	02767	Thermoplastic Pavement Markings (Yellow) 4-inch (BRK)	LF	3536	\$0.70	\$2,475.20	0.00		0	0.00	\$0.00	\$0.00	0.00%
194	02767	Thermoplastic Pavement Markings (Yellow) 12-inch (SLD)	LF	209	\$3.80	\$794.20	0.00		0	0.00	\$0.00	\$0.00	0.00%
195	02767	Thermoplastic Pavement Markings (Yellow) 24-inch (SLD)	LF	60	\$7.40	\$444.00	0.00		0	0.00	\$0.00	\$0.00	0.00%
196	02767	Thermoplastic Pavement Markings (White) 4-inch (SLD)	LF	353	\$0.80	\$282.40	0.00		0	0.00	\$0.00	\$0.00	0.00%
197	02767	Thermoplastic Pavement Markings (White) 4-inch (BRK)	LF	320	\$0.80	\$256.00	0.00		0	0.00	\$0.00	\$0.00	0.00%
198	02767	Thermoplastic Pavement Markings (White) 6-inch (SLD)	LF	250	\$1.00	\$250.00	0.00		0	0.00	\$0.00	\$0.00	0.00%
199	02767	Thermoplastic Pavement Markings (White) 12-inch (SLD)	LF	642	\$4.60	\$2,953.20	0.00		0	0.00	\$0.00	\$0.00	0.00%
200	02767	Thermoplastic Pavement Markings (White) 24-inch (SLD)	LF	146	\$7.80	\$1,138.80	0.00		0	0.00	\$0.00	\$0.00	0.00%
201	02767	Thermoplastic Pavement Markings (Solid Yellow Median Nose)	EA	2	\$192.00	\$384.00	0.00		0	0.00	\$0.00	\$0.00	0.00%
202	02767	Thermoplastic Pavement Markings (WORD)	EA	3	\$180.00	\$540.00	0.00		0	0.00	\$0.00	\$0.00	0.00%
203	02767	Thermoplastic Pavement Markings (ARROW)	EA	18	\$180.00	\$3,240.00	0.00		0	0.00	\$0.00	\$0.00	0.00%
Extra Unit Price Table													
1	01110	8-inch Line Stop	EA	2	\$4,788.00	\$9,576.00	0.00		0	0.00	\$0.00	\$0.00	0.00%
2	01110	De-Mobilization/Remobilization	LS	1	\$50,000.00	\$50,000.00	0.00		0	0.00	\$0.00	\$0.00	0.00%
3	02640	Box Culvert Repair	EA	2	\$1,200.00	\$2,400.00	0.00		0	0.00	\$0.00	\$0.00	0.00%
4	02640	Manhole Repair	EA	2	\$852.00	\$1,704.00	0.00		0	0.00	\$0.00	\$0.00	0.00%
5	02640	Inlet Repair	EA	2	\$705.00	\$1,410.00	0.00		0	0.00	\$0.00	\$0.00	0.00%
Cash Allowance Table													

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

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

Contract # WBS No. N-T17000-0012-3
Lumpkin Road Reconstruction and Drainage Improvements
ESTIMATE No. 7 JULY 2015

Item No.	Spec Ref	Base Unit/Short Title	Unit of Measure	Estimated Quantity	Unit Price	Contract Amount	Previous		Current		Current Amount	Amount to Date	% Completed
							Quantities	Amount	Quantities	Amount			
1	01110	Street Cut Permits		1	\$5,000.00	\$5,000.00	0.00	0.00	0	\$0.00	\$0.00	\$0.00	0.00%
2	01110	TXDOT Permit		1	\$5,000.00	\$5,000.00	0.00	0.00	0	\$0.00	\$0.00	\$0.00	0.00%
3	01270S	Proposed Street Lights with Foundations		1	\$20,000.00	\$20,000.00	0.00	0.00	0	\$0.00	\$0.00	\$0.00	0.00%
4	01110	AT&T Approved Sub-Contractor for Conduit Relocation		1	\$20,000.00	\$20,000.00	0.00	0.00	0	\$0.00	\$0.00	\$0.00	0.00%
Cash Allowance Table													
1	00800	Substantial Completion of Contract Milestone 1:	Day	10	\$4,000.00	\$40,000.00	0.00	0.00	0	\$0.00	\$0.00	\$0.00	0.00%
2	00800	Substantial Completion of Contract Milestone 2:	Day	10	\$4,000.00	\$40,000.00	0.00	0.00	0	\$0.00	\$0.00	\$0.00	0.00%
3	00800	Substantial Completion of Contract Milestone 3:	Day	10	\$4,000.00	\$40,000.00	0.00	0.00	0	\$0.00	\$0.00	\$0.00	0.00%
Alternates Table													
ALT General Items													
1	01555	Traffic Control and Regulations	LS	1	\$18,000.00	\$18,000.00	0.00	0.00	0.5	\$9,000.00	\$9,000.00	\$9,000.00	50.00%
2	01555S	Uniformed Police Officers	HR	2275	\$30.00	\$68,250.00	0.00	0.00	397.21	\$11,916.30	\$11,916.30	\$11,916.30	17.46%
3	01555	Portable Concrete Low Profile Traffic Barriers Installed	LF	500	\$28.50	\$14,250.00	0.00	0.00	500	\$14,250.00	\$14,250.00	\$14,250.00	100.00%
4	01555	Portable Concrete Low Profile Traffic Barriers Move & Reset	LF	500	\$10.60	\$5,300.00	0.00	0.00	0	\$0.00	\$0.00	\$0.00	0.00%
5	01555	Portable Concrete Low Profile Traffic Barriers Removed	LF	500	\$5.30	\$2,650.00	0.00	0.00	0	\$0.00	\$0.00	\$0.00	0.00%
6	01570	Inlet Protection Barrier	LF	200	\$29.40	\$5,880.00	0.00	0.00	132	\$3,880.80	\$3,880.80	\$3,880.80	66.00%
7	02922	Sodding	SY	1000	\$4.00	\$4,000.00	0.00	0.00	0	\$0.00	\$0.00	\$0.00	0.00%
8	01570	Filter Fabric Fence	LF	2000	\$2.10	\$4,200.00	0.00	0.00	1300	\$2,730.00	\$2,730.00	\$2,730.00	65.00%
ALT Bid Storm Items													
9	02082	Type-C Manhole on Box Sewer Complete in Place	EA	19	\$2,754.00	\$52,326.00	0.00	0.00	0	\$0.00	\$0.00	\$0.00	0.00%
10	02082	Type-C Minhole	EA	2	\$3,105.00	\$6,210.00	0.00	0.00	0	\$0.00	\$0.00	\$0.00	0.00%
11	02221	Remove and Dispose of 18-Inch Diameter Storm Sewer	LF	574	\$26.50	\$15,211.00	0.00	0.00	0	\$0.00	\$0.00	\$0.00	0.00%
12	02221	Remove and Dispose of 24-Inch Diameter Storm Sewer	LF	254	\$28.90	\$7,340.60	0.00	0.00	0	\$0.00	\$0.00	\$0.00	0.00%
13	02221	Remove and Dispose of 30-Inch Diameter Storm Sewer	LF	134	\$31.30	\$4,194.20	0.00	0.00	0	\$0.00	\$0.00	\$0.00	0.00%
14	02221	Remove and Dispose of 36-Inch Diameter Storm Sewer	LF	126	\$35.50	\$4,473.00	0.00	0.00	0	\$0.00	\$0.00	\$0.00	0.00%
15	02221	Remove and Dispose of Existing Inlets All Types	EA	7	\$324.00	\$2,268.00	0.00	0.00	0	\$0.00	\$0.00	\$0.00	0.00%
16	02221	Remove and Dispose of Existing Manholes All Types	EA	3	\$324.00	\$972.00	0.00	0.00	0	\$0.00	\$0.00	\$0.00	0.00%
17	02260	Trench Safety System	LF	1240	\$1.20	\$1,488.00	0.00	0.00	0	\$0.00	\$0.00	\$0.00	0.00%
18	0540	Storm Sewer Rehabilitation-Inside Joint Repair	EA	170	\$600.00	\$102,000.00	0.00	0.00	0	\$0.00	\$0.00	\$0.00	0.00%
19	02631	24-inch Diameter Storm Sewer by Open Cut Complete in Place	LF	128	\$127.50	\$16,320.00	0.00	0.00	0	\$0.00	\$0.00	\$0.00	0.00%
20	02221	Remove Existing Storm Sewer Leads	LF	90	\$15.80	\$1,422.00	0.00	0.00	0	\$0.00	\$0.00	\$0.00	0.00%
21	02631	4-foot X 4-foot Box Storm Sewer by Open Cut Complete in Place	LF	1255	\$337.10	\$423,060.50	0.00	0.00	0	\$0.00	\$0.00	\$0.00	0.00%
22	02633	Type B1 Inlet with Extension	EA	5	\$3,418.50	\$17,092.50	0.00	0.00	0	\$0.00	\$0.00	\$0.00	0.00%
23	02633	Type BB Inlet	EA	12	\$2,443.50	\$29,322.00	0.00	0.00	0	\$0.00	\$0.00	\$0.00	0.00%
24	02633	Type E Inlet	EA	1	\$2,692.50	\$2,692.50	0.00	0.00	0	\$0.00	\$0.00	\$0.00	0.00%
25	02632/02633	Junction Box With Riser	EA	3	\$13,572.00	\$40,716.00	0.00	0.00	0	\$0.00	\$0.00	\$0.00	0.00%
26	02511	8-inch Water Line by Trenchless	LF	1197	\$58.30	\$69,785.10	210.00	0.00	1070	\$62,381.00	\$74,624.00	\$74,624.00	106.93%
27	02511	8-inch Water Linewith Restrained Joints	LF	101	\$72.10	\$7,282.10	0.00	0.00	57.1	\$4,116.91	\$4,116.91	\$4,116.91	56.53%
28	02512	5/8-inch to 1-inch Copper Service Connection, Short Side	EA	1	\$763.80	\$763.80	0.00	0.00	0	\$0.00	\$0.00	\$0.00	0.00%
29	02512	5/8-inch to 1-inch Copper Service Connection, Long Side	EA	10	\$1,626.00	\$16,260.00	0.00	0.00	0	\$0.00	\$0.00	\$0.00	0.00%
30	02512	1.5-inch to 2-inch Copper Service Connection, Short Side	EA	2	\$1,369.20	\$2,738.40	0.00	0.00	0	\$0.00	\$0.00	\$0.00	0.00%
31	02516	8-inch Cut, Plug and Abandon	EA	1	\$156.60	\$156.60	0.00	0.00	0	\$0.00	\$0.00	\$0.00	0.00%
32	02520	Fire Hydrant Assembly with 6-inch Gate Valve	EA	3	\$3,596.70	\$10,790.10	0.00	0.00	0	\$0.00	\$0.00	\$0.00	0.00%

SER Construction Partners, Inc.
 Contract # WBS No. N-TI7000-0012-3
 Lumpkin Road Reconstruction and Drainage Improvements
 ESTIMATE No. 7 JULY 2015

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

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

Item No.	Spec Ref	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price	Contract Amount	Previous		Current		Current Amount	Amount to Date	% Completed	
							Quantities	Amount	Quantities	Date				
33	02520	6-inch FH Lead (Open Cut)	LF	3	\$185.90	\$557.70	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
34	02520	Remove and Salvage Existing Fire Hydrant	EA	2	\$351.00	\$702.00	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
35	02525	8-inch x 8-inch TS&V	EA	1	\$4,057.20	\$4,057.20	0.00	0.00	1	1.00	\$4,057.20	\$4,057.20	100.00%	
ALT Bid Sanitary														
36	02082	Precast Standard Sanitary Manhole	EA	7	\$2,673.00	\$18,711.00	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
37	02531	18-inch Sanitary Sewer	LF	1220	\$168.00	\$204,960.00	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
38	02531	8-inch Sanitary Sewer	LF	51	\$153.00	\$7,803.00	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
39	02534	Service Stubs or Reconnection without Stack on Sanitary Sewer	EA	5	\$1,388.70	\$6,943.50	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
ALT Bid Paving														
40	02741	Temporary Asphalt	SY	1358	\$43.30	\$58,801.40	0.00	0.00	1358	1.358	\$58,801.40	\$58,801.40	100.00%	
41	02319	Filling of Ditch (Temporary TCP)	CY	750	\$12.40	\$9,300.00	0.00	0.00	981.07	981.07	\$12,165.27	\$12,165.27	130.81%	
42	02221	Remove and Dispose of Asphalt Concrete Pavement	SY	5168	\$6.50	\$33,592.00	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
43	02221	Remove and Dispose of Reinforced Concrete with or without Asphalt	SY	3097	\$6.50	\$20,130.50	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
44	02221	Remove and Dispose of Driveways (All Materials, All Thickness)	SY	1339	\$6.50	\$8,703.50	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
45	02221	Remove and Dispose of Sidewalks (All Materials, All Thickness)	SY	25	\$8.80	\$220.00	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
46	02315	Roadway Excavation	CY	15700	\$18.50	\$290,450.00	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
47	02221	Remove Concrete Curb all Heights	LF	335	\$1.30	\$435.50	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
48	02771	Concrete Curb All Heights	LF	2625	\$23.30	\$61,162.50	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
49	02337	Lime/Fly-Ash Stabilized Subgrade, 6-inch	SY	5826	\$4.10	\$23,886.60	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
50	02337	Lime for Lime Stabilization	TON	87	\$180.00	\$15,660.00	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
51	02754	7-inch high Early Strength Concrete Driveways, including excavatio	SF	10281	\$6.70	\$72,500.70	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
52	02751	8-inch Reinforced Concrete Pavement (High Early Strength)	SF	5318	\$56.90	\$302,594.20	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
53	02752	Board Expansion Joint with Load Transfer Device	LF	640	\$8.90	\$5,696.00	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
54	02752	Horizontal Dowels, All Lengths	EA	18	\$10.60	\$190.80	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
55	02752	Saw-Cut Concrete Pavement (All Depths)	LF	90	\$12.00	\$1,080.00	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
56	321413	ADA Accessible Wheelchair Ramps	EA	2	\$1,089.00	\$2,178.00	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
57	321413	ADA Dectable Warning Pavers	SY	15	\$144.00	\$2,160.00	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
58	02775	4.5-inch Thick Concrete Sidewalks	SF	11944	\$6.80	\$81,219.20	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
59	02319	Borrow	CY	1860	\$12.00	\$22,320.00	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
ALT Bid Signing and Pavement Markings														
60	01554	Placement of Permanent Signs	EA	22	\$372.00	\$8,184.00	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
61	01554	Relocating Existing Signs	EA	2	\$420.00	\$840.00	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
62	02764	Raised Reflective Pavement Markers, Type II-A-A	EA	81	\$4.70	\$380.70	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
63	02767	Thermoplastic Pavement Markings Remove (Yellow) 4-inch (SLD)	LF	1480	\$0.70	\$1,036.00	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
64	02767	Thermoplastic Pavement Markings (Yellow) 4-inch (SLD)	LF	2314	\$0.70	\$1,619.80	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
65	02767	Thermoplastic Pavement Markings (Yellow) 4-inch (BRK)	LF	1738	\$0.70	\$1,216.60	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
66	02767	Thermoplastic Pavement Markings (ARROW)	EA	18	\$180.00	\$3,240.00	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
F-1 Cash Allowance Table														
1	01110	Street Cut Permits		1	\$5,000.00	\$5,000.00	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
2	012705	Proposed Street Lights with Foundations		1	\$20,000.00	\$20,000.00	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
3	01110	Additional Landscape Amenities		1	\$100,000.00	\$100,000.00	0.00	0.00	0	0.00	\$0.00	\$0.00	0.00%	
Total Bid Price											\$13,497,993.20	\$1,131,605.35	\$6,493,824.28	48.11%
Work Completed to Date														

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

ESTIMATE No. 7 JULY 2015

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

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

Item No.	Spec Ref	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date	Completed %
		Stored Material										
		Total Complete/Stored/Pending									\$62,859.53	
		Less Retainage									\$6,556,683.81	
		Total Less Retainage									\$327,834.19	
		Adjustments									\$6,228,849.62	
		Less Previous Requested									\$0.00	
		Amount Due This Request									\$5,095,162.88	
											<u>\$1,133,687.38</u>	

MOH - Item 60

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Lumpkin Road Reconstruction
WBS No. A-T17000-0012-3


CERTIFICATION OF PAYMENT
TO SUBCONTRACTORS AND SUPPLIERS

Document: 00642

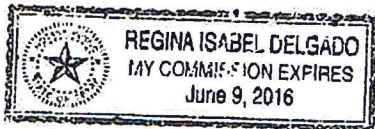
CERTIFICATION OF PAYMENT
TO SUBCONTRACTORS AND SUPPLIERS

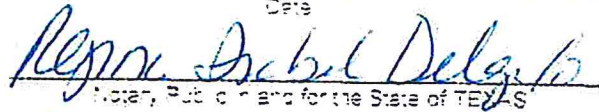
The undersigned William Jones states that he is the Project Manager
of SER Construction Partners, LLC

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. 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.


Contractor's Signature

SWORN AND SUBSCRIBED before me on 7-6-2015
Date




Notary, Public and for the State of TEXAS

REGINA ISABEL DELGADO
Print or type name

My Commission Expires 06-09-2016
Expiration Date

END OF DOCUMENT



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

A LEO A DALY COMPANY

August 19, 2014

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

Attention: Mrs. Ann Givens

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

Dear Mrs. Givens,

Lockwood, Andrews and Newnam, Inc. (LAN) is submitting this supplemental services proposal to the Town and Country detailed design task order to accommodate the use of a proposed concrete storm water storage vault layout in lieu of the standard box culvert layout.

Using the traditional box culverts to maximize detention to a volume of approximately 8 ac-ft led to City concerns with regards to maintenance access within the right-of-way footprint. Therefore; LAN developed an alternative improvement concept utilizing new and advanced underground storage methods. It addresses the City's maintenance's concern, preserves the proposed detention volume, expedites and reduces construction cost by approximately \$1.5-million.

Additional effort is needed to revise the current underground storm sewer system design. Due to the changes in the drainage design there will be additional effort to review private and public utility conflicts, revise public utility alignments/crossings and update construction phasing as required. It is expected that work on proposed roadway grades are essentially complete and drainage revisions should have minimal impact on roadway design.

LAN proposes to the additional services for a lump sum amount of \$115,700. Exhibit "A" provides a detailed breakdown estimate of the fees.

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

Sincerely,

Muhammad Ali, P.E.
Project Manager

Accepted For
Memorial City Redevelopment Authority

Signature

Date

MA:rg

Print

Accepted for City of Houston

Signature _____ Date _____

Print _____

Attachments: Exhibit A – Fee Schedule

Exhibit A
Town and Country Boulevard Improvements - Supplemental Engineering Services
LEVEL OF EFFORT

PHASE II - DETAILED DESIGN

I. BASIC ENGINEERING SERVICES

DESCRIPTION OF WORK TASKS	Sr. PROJ MGR	PROJ MGR	PROJECT ENGINEER	GRAD ENGINEER	CADD TECH	ADMIN ASSNT	TOTAL HOURS	LABOR COSTS
A. Water & Sanitary Sewer Design Tasks								
1 Plan and Profile Sheets (5 sheets)	0	8	20	32	16	0	76	\$ 9,680.00
2 Water & Sanitary Sewer Crossings	0	2	8	18	12	0	40	\$ 4,790.00
Total	0	10	28	50	28	0	116	\$ 14,470.00
B. Drainage Design Tasks								
1 Proposed Conditions Detailed Drainage Area Map (4-sheets)	0	0	6	12	16	0	34	\$ 3,780.00
2 Proposed Storm Sewer 2-Year Design (Update)	0	1	8	12	6	0	27	\$ 3,355.00
3 Proposed Storm Sewer 100-Year Analysis (Update - InfoWorks)	0	1	24	16	0	0	41	\$ 5,695.00
4 Update Plan and Profile Sheets (7 Sheets)								
Town and Country Blvd - Beginning to STA 5+00 (2-sheets)	0	1	6	12	16	0	35	\$ 3,955.00
Town and Country Blvd - STA 5+00 to End Project (2-sheets)	0	1	6	12	16	0	35	\$ 3,955.00
Town and Country Way - Beginning to STA 3+50 (2-sheets)	0	1	6	12	16	0	35	\$ 3,955.00
Town and Country Way - STA 3+50 to 9+00 (2-sheets)	0	1	6	12	16	0	35	\$ 3,955.00
Town and Country Way - STA 9+00 to End Project (2-sheets)	0	1	6	12	16	0	35	\$ 3,955.00
5 Storm Sewer Vault Layout Sheets (4 sheets)	0	4	12	16	24	0	56	\$ 6,580.00
6 IH-10 Outfall Summary Sheet (1-Sheet)	0	1	6	8	16	0	31	\$ 3,475.00
7 Storm Sewer Lateral Sheets (6-sheets)	0	1	8	12	24	0	45	\$ 4,975.00
8 Storm Sewer Custom Details								
Vault connector details, and other Misc Details (2-sheets)	0	2	4	12	24	0	42	\$ 4,550.00
Restrictor and Flap Gate at IH-10 Junction Box (Detail)	0	2	8	8	16	0	34	\$ 3,950.00
Non-Standard Junction Boxes (2-sheets)	0	4	16	24	32	0	76	\$ 8,860.00
9 Submittal Preparation / QC (90% / 100%)	0	16	16	24	16	0	72	\$ 9,520.00
Total	0	37	138	204	254	0	633	\$ 74,515.00
C. Project Management, Coordination and Deliverables								
1 Project Management / Project Controls	2	4	6	4	0	0	16	\$ 2,530.00
2 Specifications	0	4	6	8	0	0	18	\$ 2,560.00
Total	2	8	12	12	0	0	34	\$ 5,090.00
D. Project Quality Control								
1 Quality Assurance / Quality Control	5	10	20	0	0	0	35	\$ 5,875.00
Total	5	10	20	0	0	0	35	\$ 5,875.00
TOTAL HOURS	7	65	198	266	282	0	818	
Contract Labor Rate	\$225.00	\$175.00	\$150.00	\$120.00	\$90.00	\$85.00		
TOTAL LABOR COSTS BASIC ENGINEERING SERVICES	\$1,575.00	\$11,375.00	\$29,700.00	\$31,920.00	\$25,380.00	\$0.00		\$ 99,950.00

III. ADDITIONAL ENGINEERING SERVICES

DESCRIPTION OF WORK TASKS	Sr. PROJ MGR	PROJ MGR	PROJECT ENGINEER	GRAD ENGINEER	CADD TECH	ADMIN ASSNT	TOTAL HOURS	LABOR COSTS
A. Special Designs								
1 Traffic Control Plans	0	1	8	16	30	0	55	\$ 5,995.00
2 TxDOT Hydraulic Impact Analysis Report	2	8	24	24	16	0	74	\$ 9,770.00
Total	2	9	32	40	46	0	129	\$ 15,765.00

PHASE II Detailed Design	
Basic Engineering Services	\$ 99,950.00
Add. Eng. Services/Subs/Expenses	\$ 15,765.00
GRAND TOTAL	\$ 115,715.00



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

August 2015

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

Ongoing Activities:

Item	Description
1	Working to resolve minor City Permitting Comments for the Four Points Hotel additional parking lot design. Advertisement for construction in early September
2	City Maintenance Group has accepted revised underground detention concept
3	Advancing design set to 90%. Late September submittal.
4	Continue to coordinate with adjacent stakeholders' engineers and architects to coordinate project construction schedules and tie-ins
5	JRC Process– Working with JRC regarding denial of right-of-way exchange application

Potential Project Impacts:

- Final Permit for Four Points Parking Lot
 - right-of-way exchange denial
-

Project Number: 130-10384-024
Memorial Drive Mobility & Drainage Improvements (T-1738A)

Ongoing Activities:

Item	Description
1	Finalizing Preliminary Engineering Report (PER). Submitting PER to City August 28 th .
2	Responses to June's Public Town Hall Meeting Comments finalized and addressed in PER.

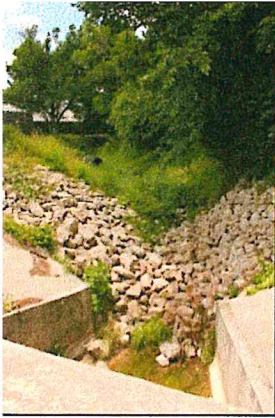
Issues Impacting Schedule: N/A

MEMORIAL CITY REDEVELOPMENT AUTHORITY TIRZ NO. 17,
HOUSTON, TEXAS

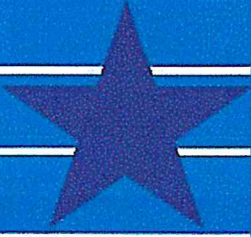
AGENDA MEMORANDUM

TO: Memorial City Redevelopment Authority TIRZ #17 Board of Directors
FROM: Executive Director
SUBJECT: Agenda Item Materials

11. Receive the engineer's report from Klotz Associates including:
 - a. Update on W140 channel improvements and related flood mitigation improvements
 - b. Update on North Gessner drainage and mobility improvements
 - c. Other engineering matters and projects



**TIRZ 17
REDEVELOPMENT
AUTHORITY**



Briar Branch Drainage Improvements

(W140-01-00)
TIRZ 17 CIP No. T-1734

Monthly Status Report
August 2015

Project Description

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



TIRZ 17 Mission Statement

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

Project Location

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

Status Report

- HCFCD review process for the Drainage Impact Analysis and Report continues. HCFCD is requiring executed maintenance agreement prior to additional review and approval.
- SWA (landscape architect) has completed work for the drainage project. Development of the landscape concept for the future trail or park is complete.
- Draft Project manual has been developed.
- The 90% construction plan set was submitted to the TIRZ.
- Preliminary cost estimate is complete per 90% construction plans.
- Project status meeting held with TIRZ Executive Director.
- Plan set will be submitted to HCFCD and City upon Drainage Impact Analysis approval, per HCFCD and CoH procedure.
- Project status update provided at TIRZ Board Meeting.

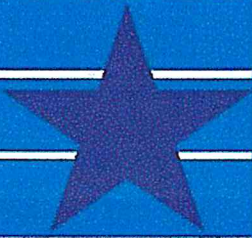
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**TIRZ 17
REDEVELOPMENT
AUTHORITY**



Briar Branch Related Flood Mitigation & Bunker Hill Bridge Study

(W140-01-00)

TIRZ 17 CIP No. T-1734B

Monthly Status Report
August 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.

klotz  associates

Status Report

- Briar Branch Straws XP-SWMM model update complete.
- ‘Straws’ preliminary design plans and draft PER submitted to LAN for review and comment as requested by TIRZ.
- Analysis of Bunker Hill Bridge modifications complete.
- Bunker Hill Bridge draft feasibility report submitted to LAN for review and comment as requested by TIRZ.
- Meetings to review project status and reports held with TIRZ Executive Director.
- Project update provided at TIRZ Board Meeting.

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North Gessner Drainage & Mobility Improvements

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

Monthly Status Report
August 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

- Development of the design and construction plans continues.
- Additional research, field reconnaissance and site visits conducted as required for design.
- N. Gessner SWMM model complete. Drainage Impact Report in final QA/QC.
- Coordination with Conrad Sauer and Mathewson Ln project continues.
- CoH PWE requiring updated project PER and TRC prior to coordination, review and approval of construction plans. Updated scope and MH being developed for the additional design tasks.
- Progress Mtgs. to review project status held with TIRZ Executive Director.
- Project update provided at TIRZ Board Meeting.

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MEMORIAL CITY REDEVELOPMENT AUTHORITY TIRZ NO. 17,
HOUSTON, TEXAS

AGENDA MEMORANDUM

TO: Memorial City Redevelopment Authority TIRZ #17 Board of Directors
FROM: Executive Director
SUBJECT: Agenda Item Materials

13. Receive the SWA projects status report.

SWA Houston

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

PROJECT STATUS REPORT BY SWA

SCOPE: LANDSCAPE ARCHITECTURE FOR MEMORIAL CITY REDEVELOPMENT
AUTHORITY
PROJECTS: TIRZ #17 CIP
DATE: 27 August 2015

CURRENT PROJECT STATUS

1. LUMPKIN : 1-10 TO WESTVIEW (T-1709)(SWA WO#09)
 - Project is under construction; SWA is providing construction administration services, on an as-requested basis. At this time the requests are primarily submittals and sample approvals.
2. LUMPKIN : WESTVIEW TO NORTHBROOK (SWA WO#10)
 - SWA has provided final plans to LAN for landscape and irrigation improvements; are being change ordered into the Contractor's work for Lumpkin.
 - SWA is on call to provide construction phase services for the landscape and irrigation work.
3. W-140 BRIAR BRANCH DRAINAGE IMPRVTS (SWA WO#05 / 08)
 - SWA is coordinating with Klotz Associates. Phase One design – landscape improvements – is complete.
 - SWA will provide construction phase services for the grading and minimal landscape work when and as construction begins.
4. TOWN & COUNTRY WEST DRAINAGE AND MOBILITY IMPRVTS (T-1717) (SWA WO#11)
 - SWA is coordinating with LAN, Private Property Owners and Private Property Owners' design consultants on existing and proposed conditions and layout of proposed improvements.
 - SWA is preparing final design documents based on the preliminary design presented to the Board at its August 6, 2015 Board meeting.
 - SWA is meeting with Trammel Crow Residential on 27 August 2015 on the improvements for the seating plaza and maintenance agreement related thereto.
 - SWA will coordinate with and / or provide an up-date of the project to the Memorial Management District Board as soon as possible.
5. N. GESSNER DRAINAGE AND MOBILITY IMPRVTS – PH 1 (T-1732A) (SWA WO#12)

- SWA is coordinating with Klotz Associates on the project design scope and schedule.
 - SWA is currently in a holding pattern pending revised schedule.
6. ON-CALL (SWA WO#17 – Requested approval 6 August 2015)
 - No services have been requested by the Authority at this time.

COMPLETED PROJECT STATUS

1. LUMPKIN I-10 TO WESTVIEW CONCEPT AND CONSTRUCTION DOCUMENTS (SWA WO#01, 02 and 04)
2. WESTVIEW DETENTION AMENITIES DESIGN – ON HOLD (SWA WO#03)
3. STREETScape STANDARDS (SWA WO#06)
4. ON-CALL (SWA WO#07)
 - Drainage Concepts
 - Memorial Drive Streetscape Concepts

PROPOSED PROJECTS STATUS

1. NONE TO REPORT

END

MEMORIAL CITY REDEVELOPMENT AUTHORITY TIRZ NO. 17,
HOUSTON, TEXAS

AGENDA MEMORANDUM

TO: Memorial City Redevelopment Authority TIRZ #17 Board of Directors
FROM: Executive Director
SUBJECT: Agenda Item Materials

14. Receive TIP Call for Projects update from the Goodman Corporation.



Memo

To: Scott Bean, Memorial City Redevelopment Authority
Cc: Memorial City Redevelopment Authority Board of Directors
From: Jim Webb, TGC
Date: August 27, 2015
Re: H-GAC Call for Projects Update

On August 19, 2015 the H-GAC Transportation Advisory Council (TAC) held a meeting to discuss staff rankings for the 2015 Call for Projects Process. Projects submitted by the Memorial Management District/Memorial City Redevelopment Authority were included in this analysis.

A summary is as follows:

North Gessner – This project was modified to include the entirety of the MCRA CIP project, to reflect the entire corridor from IH-10 to Long Point. The project has received 77/100 points in the “ITS and Other Investment Roadway Project” category. TGC believes that this project may receive funding assistance (\$2.7M).

Memorial Drive – This project has received 52/100 points in the “ITS and Other Investment Roadway Project” category. Dependent upon the total amount of funds available, this project may or may not be funded.

Town and Country West – This project received 38/100 points in the “Ped/Bike, Livable Communities, and Transit” category. This project will likely not receive funding support.

Enclosures

H-GAC Project Scoring Package

Major Investment Projects - Project Scores

ProjectID	Sponsor	Project Name	Funding Req'd	Total Cost	Safety			Congestion			Asset			Econ			Narrative			Total Score	Enviro/Cult BC Score	Enviro/Cult
					BC Score	BC Score	BC Score	BC Score	BC Score	BC Score	BC Score	BC Score	BC Score	BC Score	BC Score	BC Score	BC Score	BC Score	BC Score			
300438, 300696	City of League City	Landing Blvd Extension/NASA Road 1 Bypass (FM 528 to IH 45 to NASA 1 to N of FM 518)	\$16,157	\$24,387	92	96	0	100	60	72	Marginal	Notable	Limited	Notable	Notable	Notable	Notable	Notable	Notable	72	60	Notable
300243	TxDOT	SH 75 Widening (Gladstiel St to IH 45 Underpass)	\$2,400	\$3,000	97	96	0	0	40	62	Notable	Notable	Marginal	Notable	Notable	Notable	Notable	Notable	Marginal	62	40	Marginal
300663	TxDOT	FM 1960 Widening (E of Humble to W of San Jacinto Blvd-Bridges)	\$45,600	\$62,700	84	83	0	0	40	54	High	Notable	Notable	Notable	Notable	Notable	Notable	Notable	Marginal	54	40	Marginal
300318	TxDOT	US 59 South Widening (Wharton CL to W of Darst Rd)	\$16,000	\$20,000	59	96	0	0	60	52	High	High	High	High	High	High	High	High	Notable	52	60	Notable
300609, 300612	TxDOT	FM 723 Widening (Avenue D to FM 1093)	\$28,561	\$39,271	68	91	0	0	20	50	Notable	Marginal	Marginal	Marginal	Marginal	Marginal	Marginal	Marginal	Limited	50	20	Limited
300396	City of Pearland	Mykawa Road Expansion (BW 8 to FM 518)	\$25,356	\$31,695	23	75	64	0	60	48	Notable	Notable	Notable	Notable	Notable	Notable	Notable	Notable	Notable	48	60	Notable
300369	City of Houston	Fondren Road Widening (Braeswood Blvd to W. Alhambra Blvd)	\$14,377	\$24,847	53	75	36	0	20	47	Limited	Limited	Marginal	Marginal	Marginal	Marginal	Marginal	Marginal	Limited	47	20	Limited
300483	Brazoria County	CR 101 Widening from CR 90 to FM 1128	\$11,702	\$16,128	67	75	0	0	40	47	High	Notable	Notable	Notable	Notable	Notable	Notable	Notable	Marginal	47	40	Marginal
300222	TxDOT	FM 2854 Reconstruction (LP 336 to IH 45)	\$10,320	\$14,190	62	72	0	0	40	44	Notable	Notable	Notable	Notable	Notable	Notable	Notable	Notable	Marginal	44	40	Marginal
300384	City of Houston	Wespark Drive Paving and Drainage (Wilcrest to Dairy Ashford)	\$6,874	\$17,629	0	92	55	0	20	41	Limited	Marginal	Marginal	Marginal	Marginal	Marginal	Marginal	Marginal	Limited	41	20	Limited
300822	City of Conroe	Old Conroe Road Extension (LP 336 S to FM 1488)	\$52,918	\$70,647	5	89	0	98	20	40	Notable	Notable	Limited	Notable	Notable	Notable	Notable	Notable	Limited	40	20	Limited
300207	TxDOT	BU 90-U Widening (IH 610, NE to E of Mesa Rd (old FM 527))	\$12,000	\$24,500	20	92	0	0	60	39	Notable	Notable	High	High	High	High	High	High	Notable	39	60	Notable
300678	TxDOT	SH 242 Widening (IH 45 to Greenbridge Drive)	\$10,800	\$14,850	42	72	0	0	40	38	Marginal	Notable	Marginal	Marginal	Marginal	Marginal	Marginal	Marginal	Marginal	38	40	Marginal
300216	TxDOT	FM 2218 (SH 36 to US 59)	\$27,360	\$37,620	22	82	0	0	60	37	Notable	Notable	Notable	Notable	Notable	Notable	Notable	Notable	Notable	37	60	Notable
300477	Harris County Precinct 2	Red Bluff Road Alternate Evacuation Route (Kirby Blvd to SH 146)	\$12,147	\$16,572	6	93	0	0	60	36	High	Notable	High	High	High	High	High	High	Notable	36	60	Notable
300837	Gulf Coast Rail District	West Belt Improvements - Houston Multimodal Access Downtown East (MAD) Phase 1	\$46,870	\$68,859	5	69	45	0	40	35	High	Notable	Notable	Notable	Notable	Notable	Notable	Notable	Marginal	35	40	Marginal
300804	TxDOT	US 90 (FM 563 to FM 160)	\$4,135	\$7,965	20	78	0	0	60	35	Notable	Marginal	Marginal	Marginal	Marginal	Marginal	Marginal	Marginal	Notable	35	60	Notable
300621	TxDOT	SH 105 Widening (Grimes County Line to FM 149)	\$27,200	\$41,810	26	84	0	0	20	35	Notable	Marginal	Marginal	Marginal	Marginal	Marginal	Marginal	Marginal	Notable	35	20	Notable
300237, 300306, 300321	TxDOT	Reconstruct SH 36/US 90A/SP 529 Intersection in Rosenberg	\$18,182	\$25,000	5	94	0	0	40	34	High	Notable	High	High	High	High	High	High	Marginal	34	40	Marginal
300366	City of Houston	Gessner Road Paving & Drainage (Buffalo Bayou to Richmond)	\$38,454	\$48,068	0	93	18	0	20	33	Limited	Marginal	Marginal	Marginal	Marginal	Marginal	Marginal	Marginal	Limited	33	20	Limited
300639, 300642	TxDOT	FM 1488 Widening (Joseph Rd to West of FM 149)	\$53,600	\$76,900	57	40	0	0	40	33	Marginal	Marginal	Marginal	Marginal	Marginal	Marginal	Marginal	Marginal	Marginal	33	40	Marginal

Major Investment Projects - Project Scores

ProjectIDs	Sponsor	Project Name:	Funding Req'd	Total Cost	Safety		Congestion		Asset		Econ		Enviro/Cult		Total Score	Narrative			
					BC Score	BC Score	BC Score	BC Score	BC Score	BC Score	BC Score	BC Score	Safety	Congestion		Asset	Econ	Enviro/Cult	
300279, 300282, 300285, 300288, 300573	TxDOT	FM 2100 Widening/Extension (JCT with FM 1485 along Huffman-Cleveland Rd to S Diamondhead Blvd)	\$115,674	\$164,733	26	62	0	0	0	0	0	0	60	33	High	Notable	Notable	Notable	Notable
300624, 300627, 300630, 300633, 300909	TxDOT	SH 105 Widening (10th Street to Liberty C/L)	\$144,240	\$231,233	51	37	0	0	0	0	0	60	32	High	Marginal	Marginal	Notable	Notable	Notable
300900	TxDOT	FM 1097 Widening (Anderson to Lake Conroe Hills)	\$10,382	\$14,276	8	87	0	0	0	0	0	40	32	Notable	Notable	Marginal	Notable	Marginal	Marginal
300210, 300213	TxDOT	FM 1774 Widening (Grimes C/L to 0.109 miles N of FM 1488)	\$51,321	\$80,367	53	39	0	0	0	0	0	40	32	High	Notable	Notable	Marginal	Marginal	Marginal
300432	City of Houston	West Airport Boulevard, (Hiram Clarke to FM 521)	\$15,094	\$18,868	0	95	0	0	0	0	0	20	30	Limited	Limited	Limited	Limited	Limited	Limited
300303	TxDOT	SH 146 Widening (Fairmont Pkwy to Red Bluff)	\$112,684	\$235,796	5	76	0	0	0	0	0	60	30	Notable	High	Notable	Very High	Notable	Notable
300615, 300618	TxDOT	FM 1463 Widening (IH 10 to FM 1093)	\$38,525	\$58,436	6	86	0	0	0	0	0	20	30	Notable	Notable	Marginal	Marginal	Limited	Limited
300828	TxDOT	Upgrade US 59 to 6-lane freeway with frontage roads (Montgomery C/L to cp 573)	\$65,600	\$88,700	22	56	0	0	0	0	0	60	29	Very High	Notable	Notable	Marginal	Marginal	Notable
300264	Fort Bend County	FM 521 (FM 2234 to SH6)	\$39,354	\$50,048	8	76	0	0	0	0	0	40	29	Notable	Notable	Marginal	Marginal	Marginal	Marginal
300816	Port of Houston Authority	Broadway Second Main Track Project	\$10,601	\$21,201	0	76	0	0	0	0	0	60	29	High	High	Marginal	High	High	Notable
300204	City of Houston	Dairy Ashford from IH10 to Westheimer (IH 10 to Buffalo Bayou)	\$54,629	\$68,286	11	72	9	0	0	0	0	20	29	Limited	Marginal	Marginal	Marginal	Marginal	Limited
300393	City of Pearland	CR 403 Expansion (SMITH RANCH RD to CULLEN BLVD)	\$20,264	\$25,329	7	49	27	0	0	0	0	60	28	Notable	Notable	Notable	Marginal	Marginal	Notable
300675	TxDOT	FM 3083 Widening (UPRR to LP 336 North)	\$16,846	\$23,857	6	72	0	0	0	0	0	40	27	High	Marginal	Marginal	Notable	Notable	Marginal
300291, 300330, 300333, 300336, 300339, 300342, 300345, 300348, 300351, 300903	TxDOT	IH 45 South Widening (0.210 miles S of NASA 1 Bypass to 61st St)	\$710,929	\$1,003,408	15	45	0	0	0	0	0	80	26	Very High	High	High	Very High	High	High
300585, 300588, 300591, 300594, 300597, 300600, 300603, 300606, 300261	TxDOT	SH 36/SP 10Widening (US 59 to N of Brazos River Div Channel)	\$244,135	\$337,870	24	39	0	0	0	0	0	60	25	High	Notable	Notable	High	High	Notable

Major Investment Projects - Project Scores

ProjectID:	Sponsor	Project Name:	Funding Req'd	Total Cost	Safety			Congestion			Asset			Econ			Narrative			Total Score	
					BC Score	BC Score	BC Score	BC Score	BC Score	BC Score	BC Score	BC Score	BC Score	BC Score	BC Score	BC Score	BC Score	BC Score	BC Score		BC Score
300693	TxDOT	FM 565 (SH 146 to SH 99)	\$19,635	\$29,493	6	56	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24
300681, 300684	TxDOT	SH 242 Widening (Needham Rd to US 59)	\$68,080	\$93,610	15	44	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24
300255	TxDOT	SH 146 Widening (FM 518 to FM 1764)	\$112,684	\$235,796	19	37	0	0	0	0	0	0	0	0	0	0	0	0	0	0	23
300363	City of Houston	Tanner Road Widening (Campbell to Triway)	\$10,527	\$14,095	0	65	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21
300246, 300249	TxDOT	Loop 494 Widening (N of Kingswood Dr. to N of Sorters/McClellan)	\$51,321	\$80,367	6	37	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21
300648, 300669, 300672	TxDOT	FM 646 Widening (Edmunds Way to SH 146)	\$56,006	\$87,378	26	19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16
300654	TxDOT	FM 528 New Location (SH 35 Business to SH 6)	\$14,622	\$20,106	0	45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15
300399	Brazoria County	CR 59 Widening from CR 48 to CR 111 (CR 48 (Kingsley Dr) to CR 111 (Kilby Dr))	\$5,368	\$6,710	29	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11
300402	Brazoria County	CR 58 Widening from Savannah Development to CR 48 (Savannah Pkwy to CR 48)	\$3,319	\$4,265	19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8

ITS and Other Investment Roadway Projects

ProjectIDs:	Sponsor	Project Name:	Project Category:	Funding Req'd	Total Cost	B/C Score:	Planning Score:	Total Score:
300657	TxDOT	FM 1960 Intersection Improvements	Other Roadway	\$12,320	\$25,450	90	80	85
300882, 300876, 300891, 300327	TxDOT	Reconstruct IH 610/US 59 Interchange (3 DCs and Mainlane Bridge) US 90A Underpass Replacement	Other Roadway	\$87,816	\$129,302	99	70	84
300843	Harris County	Traffic Signals and Communication Improvements: Spring Cypress Road, Cypresswood Road, and North Eldridge Parkway	ITS	\$11,770	\$16,453	75	85	83
300660	TxDOT	FM 1960 Reconstruction	Other Roadway	\$9,841	\$12,301	95	70	82
300861	City of Stafford	FM 1092 at W Airport Intersection Improvements	Other Roadway	\$1,140	\$1,425	100	60	80
300240	TxDOT	SH 6 Access Management	Other Roadway	\$4,880	\$6,725	100	60	80
300699	TxDOT	East Fwy ITS	ITS	\$3,642	\$4,552	79	80	80
300708	TxDOT	Crosby Hwy ITS	ITS	\$2,904	\$3,630	78	80	79
300717	TxDOT	FM 1960/SH 6 ITS	ITS	\$6,156	\$7,695	88	75	78
300726	TxDOT	SH 6 South ITS	ITS	\$1,522	\$1,903	87	75	78
300735	TxDOT	FM 2920 ITS	ITS	\$870	\$1,088	84	75	77
300765	TxDOT	SH 99 ITS	ITS	\$2,634	\$3,293	69	80	77
300741	TxDOT	US 90A ITS	ITS	\$8,632	\$10,790	83	75	77

ITS and Other Investment Roadway Projects

ProjectIDs:	Sponsor	Project Name:	Project Category:	Funding Req'd	Total Cost	B/C Score:	Planning Score:	Total Score:
300738	TxDOT	SH 146 ITS	ITS	\$2,316	\$2,895	66	80	77
300783	TxDOT	SH 249 ITS	ITS	\$3,590	\$4,487	65	75	72
300543	Harris County	Intersection Capacity Improvements	Other Roadway	\$5,980	\$7,475	64	80	72
300465	Memorial City Redevelopment Authority	North Gessner Mobility Improvements	Other Roadway	\$2,732	\$6,955	91	50	70
300897	TxDOT	FM 525 Widening	Other Roadway	\$1,515	\$2,083	97	40	69
300846	Harris County	Fairmont Parkway ITS Improvements	ITS	\$3,496	\$5,075	30	80	67
300885	Montgomery County	IH 45 North at Woodlands Parkway Single Point Urban Interchange (SPUI)	Other Roadway	\$30,000	\$59,950	74	60	67
300789	TxDOT	SH 146 and IH 10 Improvements	Other Roadway	\$183	\$254	73	60	67
300459	City of West University Place	Buffalo Speedway Resurfacing	Other Roadway	\$7,260	\$9,710	73	60	66
300426	Westchase District	Walnut Bend Roadway Reconstruction	Other Roadway	\$7,308	\$9,135	82	50	66
300711	TxDOT	Southwest Fwy ITS	ITS	\$9,753	\$12,191	53	70	66
300753	TxDOT	US 290/SH 6 ITS	ITS	\$14,620	\$18,275	38	75	66
300705	TxDOT	North Fwy ITS	ITS	\$4,478	\$5,597	47	70	64
300771	TxDOT	Eastex Fwy ITS	ITS	\$7,854	\$9,818	55	65	62
300408	Brazoria County	SH 288 Truck Weigh Facility	Other Roadway	\$1,092	\$1,665	92	30	61
300495	Fort Bend County	Wireless Traffic Signal Communication System	ITS	\$4,200	\$5,250	0	80	60
300831	City of Galveston	Galveston Seawall Boulevard Mill and Overlay, Phase 3	Other Roadway	\$1,200	\$1,500	100	20	60

ITS and Other Investment Roadway Projects

ProjectIDs:	Sponsor	Project Name:	Project Category:	Funding Req'd	Total Cost	B/C Score:	Planning Score:	Total Score:
300510	City of Baytown	Garth Road Congestion and Safety Improvement Project	Other Roadway	\$10,840	\$13,550	60	60	60
300480	Harris County Precinct 2	Federal Road Alternate Evacuation Route Grade Separation	Other Roadway	\$10,029	\$16,015	49	70	60
300777	TxDOT	SH 288 ITS	ITS	\$4,534	\$5,668	39	65	58
300840	City of Tomball	City of Tomball FM 2920	Other Roadway	\$20,000	\$25,000	42	70	56
300468	Memorial City Redevelopment Authority	Memorial Drive Mobility Improvements	Other Roadway	\$10,462	\$13,077	54	50	52
300552, 300807	TxDOT	FM 3180 Widening (IH 10 to FM 2354) and IH 10 Overpass	Other Roadway	\$19,940	\$27,695	40	60	50
300798	TxDOT	FM 2354 (FM 3180 to Fisher Rd)	Other Roadway	\$1,522	\$2,114	69	30	50
300858	Brazoria County	SH 288 @ FM 518 Improvements	Other Roadway	\$15,946	\$19,933	29	70	49
300780	TxDOT	SH 36/SP 10 ITS	ITS	\$7,795	\$9,744	6	60	47
300819	City of Houston	City of Houston Automated Parking Guidance System	ITS	\$2,560	\$4,460	35	35	35
300411	Brazoria County	CR 288 Roadway Improvements	Other Roadway	\$3,983	\$4,979	31	30	30
300813	TxDOT	SH 6	Other Roadway	\$14,032	\$17,540	0	60	30
300372	City of Houston	West Fuqua Street from Missouri City Limits to Chimney Rock Road	Other Roadway	\$8,760	\$22,993	0	50	25
300447	City of Pearland	SH 288 North Bound Frontage Road FM 518 to County Road 59	Other Roadway	\$7,851	\$9,814	0	50	25
300795	TxDOT	FM 2025 Overpass (at US 59)	Other Roadway	\$4,772	\$8,849	12	20	16

ITS and Other Investment Roadway Projects

ProjectIDs:	Sponsor	Project Name:	Project Category:	Funding Req'd	Total Cost	B/C Score:	Planning Score:	Total Score:
300792	TxDOT	FM 1960 (Ross St to SH 321)	Other Roadway	\$299	\$416	23	0	12
300864	City of Conroe	FM 830 Widening Project	Other Roadway	\$10,009	\$12,511	0	20	10

Alternative Mode Projects (Ped/Bike, LCI and Transit)

ProjectID:	Sponsor	Project Name:	Project Category:	Funding Req'd	Total Cost	B/C Score:	Planning Score:	Total Score:
300870	Metropolitan Transit Authority of Harris County	Magnolia Transit Center Expansion	Transit	\$3,120,000	\$3,900,000	89	90	89
300462	Gulf Coast Center	Texas City Park and Ride	Transit	\$1,947,700	\$1,947,700	100	75	88
300498	Westchase Management District	Westheimer Road Pedestrian-Transit Improvement	LCI	\$8,848,451	\$11,797,935	61	95	87
300873	Metropolitan Transit Authority of Harris County	Cypress L-Ramp	Transit	\$26,423,000	\$33,770,000	92	80	86
300420	Midtown Management District	Main St. Pedestrian-Transit Improvement Project	LCI	\$2,340,506	\$4,681,012	50	92	82
300504	Harris County Improvement District #3 (Upper Kirby Management District)	Shepherd/Farnham Pedestrian-Transit Improvement Project	LCI	\$2,416,624	\$3,222,166	47	92	81
300825	City of Conroe	City of Conroe / Conroe ISD Safe School Access Program	LCI	\$974,016	\$1,558,248	72	81	79
300501	Harris County Improvement District #3 (Upper Kirby Management District)	Bissonnet Pedestrian-Transit Improvement Project	LCI	\$1,635,920	\$2,181,227	39	92	79
300474	Westchase Management District	Center Point Hike & Bike Trail	Ped Bike	\$395,250	\$527,000	83	77	79

Alternative Mode Projects (Ped/Bike, LCI and Transit)

ProjectID:	Sponsor	Project Name:	Project Category:	Funding Req'd	Total Cost	B/C Score:	Planning Score:	Total Score:
300531	TxDOT	SH 3 Bicycle Facility	Ped Bike	\$5,350,968	\$6,688,710	70	77	75
300546	TxDOT	FM 526/IH-10 Shared Use Path	Ped Bike	\$1,501,546	\$1,876,932	75	75	75
300405	Greater Northside Management District	Quitman Pedestrian-Transit Enhancements	LCI	\$1,214,378	\$1,537,187	42	85	74
300525	TxDOT	W Beltway 8 Shared Use Path	Ped Bike	\$398,899	\$498,624	58	78	73
300378	Houston Bike Share	Expansion of Houston Bike Share's B-cycle program	Ped Bike	\$3,484,000	\$4,354,500	97	65	73
300423	Midtown Management District	Wheeler St. Pedestrian-Transit Improvement Project	LCI	\$917,278	\$1,223,037	22	88	72
300567	TxDOT	Brazoria Bicycle Loop	Ped Bike	\$2,367,991	\$2,959,989	67	72	71
300456	Near Northwest Management District	W. Little York Rd Pedestrian-Transit Improvement Project	LCI	\$1,610,495	\$2,013,119	31	81	68
300417	Midtown Management District	Brazos St. Pedestrian-Transit Improvement Project	LCI	\$2,904,221	\$5,808,443	45	76	68
300561	TxDOT	FM 1960 Shared Use Path	Ped Bike	\$311,017	\$388,771	95	55	65
300435	Houston Parks and Recreation Department	Memorial to San Felipe Hike & Bike Connection	Ped Bike	\$6,732,172	\$8,370,672	25	77	64
300564	TxDOT	FM 518 Bypass Hike and Bike Trail	Ped Bike	\$2,631,933	\$3,804,000	33	74	64

Alternative Mode Projects (Ped/Bike, LCI and Transit)

ProjectID:	Sponsor	Project Name:	Project Category:	Funding Req'd	Total Cost	B/C Score:	Planning Score:	Total Score:
300690	Houston Downtown Management District	Downtown Houston Southeast Sidewalk Improvements	Ped Bike	\$1,585,600	\$1,982,000	78	58	63
300486	Greater East End Management District	Livable Centers Second Ward Sidewalk and Roundabout Project	LCI	\$1,780,428	\$2,225,535	3	80	61
300441	City of Pearland	Pearland Safe Routes to School	Ped Bike	\$1,903,538	\$2,379,423	56	60	59
300528	TxDOT	League City Bicycle Loop	Ped Bike	\$1,382,651	\$1,728,314	86	49	58
300549	TxDOT	Buffalo Bayou Heritage Corridor, from McKee Street to west of UPRR	Ped Bike	\$2,242,069	\$2,802,587	0	75	56
300354	City of South Houston	South Houston Sidewalks	Ped Bike	\$876,000	\$1,095,000	81	47	55
300540	Harris County - Precinct 4	Townsen Park-n-Ride Multimodal Connector	Ped Bike	\$1,806,000	\$2,568,000	6	72	55
300444	City of Pearland	Clear Creek Trail Project	Ped Bike	\$4,997,510	\$6,246,888	8	67	52
300489	City of Houston Parks and Recreation Department	International Management District ("IMD") Bikeways	Ped Bike	\$1,606,274	\$2,007,843	53	52	52
300570	TxDOT	Montgomery Bicycle Loop	Ped Bike	\$3,404,800	\$4,256,000	64	48	52
300492	Fort Bend County	Administration & Operations Facility	Transit	\$14,769,600	\$19,449,196	14	85	49
300534	TxDOT	FM 518 Shared Use Path	Ped Bike	\$2,630,129	\$3,287,661	28	55	48
300429	Houston Parks and Recreation Department	Kingwood Pedestrian/Bicycle Connections	Ped Bike	\$7,562,000	\$9,572,000	11	58	46

Alternative Mode Projects (Ped/Bike, LCI and Transit)

ProjectID:	Sponsor	Project Name:	Project Category:	Funding Req'd	Total Cost	B/C Score:	Planning Score:	Total Score:
300471	Memorial City Redevelopment Authority	Town and Country West Pedestrian Improvements	LCI	\$5,327,951	\$6,659,939	20	44	38
300558	TxDOT	Loop 494 Shared Use Path	Ped Bike	\$305,430	\$381,787	36	23	26
300555	TxDOT	FM 1960 Bike Lane	Ped Bike	\$6,184,091	\$7,730,113	17	23	21