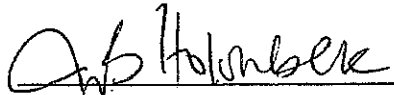


TIRZ 17 Redevelopment Authority
Memorial City Redevelopment Authority
Houston, Texas

The Board of Directors of the TIRZ 17 Redevelopment Authority (aka the Memorial City Redevelopment Authority) will hold a special meeting on Thursday, June 4, 2015, at 9:00 a.m., at Four Points by Sheraton, 10655 Katy Freeway, Wycliffe Room, Houston, Texas 77024, to discuss, and if appropriate, act upon the following items:

1. Call meeting to order, take attendance, and verify a quorum is present.
2. Receive public comments.
3. Financial and bookkeeping matters, including payment of invoices, review of investments and project cash flow reports.
4. Convene in Executive Session pursuant to Section 551.074, Texas Government Code, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
5. Reconvene in Open Session and authorize appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
6. Engage McGrath and Company PLLC to prepare financial statement for fiscal year 2015.
7. Engage McCall Gibson Swedlund Barfoot PLLC to perform audit for fiscal year 2015.
8. Review and approve right of entry agreement for Linbeck use of Town & Country Way for temporary staging area.
9. Update from FY2016 CIP Committee and open discussion regarding FY2016 Budget and Capital Improvement Plan, and proposed Westview detention basin property.
10. Approve budget for fiscal year end June 30, 2016 and authorize submittal to City of Houston.
11. Adjournment.


Attorney for the Authority

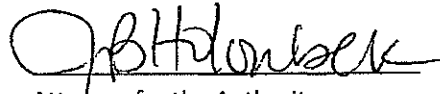
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Persons with disabilities who plan to attend this meeting and would like to request auxiliary aids or services are requested to contact Don Huml at (713) 829-5720 or donhuml@houstontirz17.org at least 72 hours prior to the meeting so that appropriate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

TIRZ 17 Redevelopment Authority
Memorial City Redevelopment Authority
Houston, Texas

The Board of Directors of the TIRZ 17 Redevelopment Authority (aka the Memorial City Redevelopment Authority) will hold a special meeting on Thursday, June 4, 2015, at 9:00 a.m., at Four Points by Sheraton, 10655 Katy Freeway, Wycliffe Room, Houston, Texas 77024, to discuss, and if appropriate, act upon the following items:

1. Storm assessment update on local drainage systems.
2. Update on W-140 Channel and Straws projects and Bunker Hill Bridge feasibility study.


Attorney for the Authority

THIS NOTICE OF MEETING IS INTENDED TO BE A SUPPLEMENTAL NOTICE FOR THE PURPOSE OF ADDING ADDITIONAL SUBJECTS TO THE AGENDA FOR SUCH MEETING WHICH HAS PREVIOUSLY BEEN CALLED, AND FOR WHICH NOTICE THEREOF HAS BEEN PREVIOUSLY POSTED IN ACCORDANCE WITH THE OPEN MEETINGS LAW.

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Persons with disabilities who plan to attend this meeting and would like to request auxiliary aids or services are requested to contact Jessica Holoubek at 713-860-6491 at least 72 hours prior to the meeting so that appropriate arrangements can be made. For complaints or concerns regarding compliance with the Americans with Disabilities Act, please contact Jessica Holoubek.

AGENDA ITEM 3

Memorial City Redevelopment Authority

Cash Management Report

April 30, 2015

ETI BOOKKEEPING SERVICES
17111 ROLLING CREEK DRIVE SUITE 108
HOUSTON TX 77090
TELEPHONE 281 444 3384 FAX 281 440 8304

Fiscal Year End: June 30, 2015

Summary

<u>Current Activity</u>	<u>Memorial City Redevelopment Authority</u>			
	<u>General Fund</u>	<u>Capital Projects</u>	<u>Debt Service</u>	<u>Total</u>
Beginning Balance	19,061,490.89	7,467,678.30	6,244.74	26,535,413.93
Revenue	1,688.46	898.57	0.31	2,587.34
Expenditures	32,523.54	1,075,321.39	0.00	1,107,844.93
Ending Balance	19,030,655.81	6,393,255.48	6,245.05	25,430,156.34

NOTES

Debt Service Payments due in Fiscal Year End 2015:

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

April 30, 2015

General Operating Fund

BEGINNING BALANCE: **19,061,490.89**

REVENUE:

Checking Interest - Bank of America	1,158.35	
Texpool Interest	37.10	
Wells Fargo/TexSTAR (Surplus Funds) Interest	493.01	
Voided Check (s)	0.00	
Total Revenue:		1,688.46

DISBURSEMENTS:

Checks Presented At Last Meeting	17,119.81	
Checks Written at/after Last Meeting	0.00	
FDIC Assessment Fee	1,030.68	
Direct Deposit Payroll	8,015.81	
Payroll Taxes	1,709.90	
TWC Taxes	9.00	
Employee Retirement	2,875.00	
Employee Expenses	1,763.34	
Total Expenditures		32,523.54

Ending Balance: **19,030,655.81**

Location of Assets:

Institution	Investment Number	Interest Rate	
Bank of America	*9516	0.1400	9,371,146.87
TexPool	*0001	0.0524	858,236.26
Wells Fargo/TexSTAR	TexSTAR Surplus Funds	0.0701	8,556,272.68
Texas Exchange Bank CD	*3601	0.7000	245,000.00
Total			19,030,655.81

Certificate of Deposit

CD *4215

Term: 12 Months

Matures: 09/28/2015

**Memorial City Redevelopment Authority
Checks Presented May 26, 2015**

Num	Name	Description	Amount
1454	Allen Boone Humphries Robinson LLP	Legal Fee	-7,627.07
1455	Equi-Tax, Inc	Tax Assessor Fee	-400.00
1456	ETI Bookkeeping Services	Bookkeeping Fee	-1,000.00
1457	Marsh Darcy Partners, Inc	Office Lease	-1,431.98
			-10,459.05

Capital Projects Fund

BEGINNING BALANCE		7,467,678.30
 REVENUE		
Checking Interest - Bank of America	883.99	
TexPool Interest	14.58	
Voided Check(s)	0.00	
Total Revenue		898.57
 EXPENDITURES		
Checks Presented at Last Meeting	1,074,488.37	
Checks Written at/after Last Meeting	0.00	
FDIC Assessment Fee	833.02	
Total Expenditures		1,075,321.39
 ENDING BALANCE		 6,393,255.48

Location of Assets:

Institution	Investment Number	Interest Rate	Current Balance
Bank of America	*1719	0.1400	6,056,135.98
Tex Pool	*0003	0.0524	337,119.50
Total			6,393,255.48

**Memorial City Redevelopment Authority
Checks Presented May 26, 2015**

Num	Name	Description	Amount
10311	Allen Boone Humphries Robinson LLP	Legal Fee	-23,313.75
10312	Klotz Associates Inc	Engineering Consultant	-80,446.53
10313	Lockwood, Andrews & Newman, Inc.	Engineering Fee	-194,576.35
10314	Property Acquisition Services, LLC	Lien Research & Review	-690.00
10315	Rapid Research, Inc.	Abstractor's Certificate	-357.95
10316	SWA Group	Landscape Architect Services	-8,132.29
10317	SER Construction Partners, LLC	Pay Estimate No. 4	-1,495,918.58
Total			-1,803,435.45

Debt Service Fund

BEGINNING BALANCE		6,244.74
REVENUE		
Wells Fargo/TexSTAR (2008 DSF) Interest	0.00	
Wells Fargo/TexSTAR (2008 Pled Rev) Interest	0.31	
Total Revenue		0.31
EXPENDITURES		
2011 Debt Service Interest Payment	0.00	
2011 Debt Service Principal Payment	0.00	
Total Expenditures		0.00
ENDING BALANCE		6,245.05

Location of Assets:

Institution	Investment Number	Interest Rate	Current Balance
Wells Fargo *4601	TexSTAR 2008 DSF	0.0701	393.75
Wells Fargo *4603	TexSTAR DS Reserve	0.0701	272.17
Wells Fargo *4600	TexSTAR 2008 Pledged Rev	0.0701	5,579.13
	Total		6,245.05

Memorial City Redevelopment Authority
Investment Report
April 30, 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	0.0524	862,863.39	1.00003	862,837.50	(4,638.34)	858,279.17	1.00005	858,236.26
	Wells Fargo/ TexStar	0.0701	8,556,207.46	1.00005	8,555,779.67	(0.00)	8,556,948.63	1.000079	8,556,272.68
CPF	TexPool	0.0524	337,115.03	1.00003	337,104.92	0.00	337,136.36	1.00005	337,119.50
	Wells Fargo/ TexStar DSF	0.0701	393.77	1.00005	393.75	0.00	393.78	1.000079	393.75
DSF	Wells Fargo/ TexStar Res.	0.0701	272.18	1.00005	272.17	0.00	272.19	1.000079	272.17
DSF	Wells Fargo/ TexStar PI Rev	0.0701	5,579.10	1.00005	5,578.82	0.00	5,579.57	1.000079	5,579.13

Certificates of Deposit

Fund	Location Of Assets	Interest Rate	Purchase Value	Term	Maturity Date	Beginning Balance	Deposits or (Withdrawals)	Interest Earned	Ending Balance
GOF	TX Exch *3601	0.7000	245,000.00	12 Months	9/28/2015	245,000.00	0.00	0.00	245,000.00

Collateral Pledged In Addition to FDIC

Depository Institution	Total Funds On Deposit	Custodial Institution	Securities Pledged	Collateral Description	Par Value	Market Value
Bank of America	15,427,282.85	Federal Reserve	22,310,385	FNCL	21,211,496	22,310,385

Certification:

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

Michelle Taylor
Bookkeeper

Investment Officer

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

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

				April			Year To Date (10 Months)			Annual
				Actual	Budget	Variance	Actual	Budget	Variance	Budget
Ordinary Income/Expense										
Income										
1000 · Income										
	8223	Interest Income		2,587	7,303	-4,716	32,955	73,028	-40,073	87,633
	8855	Miscellaneous Income		0	0	0	11	0	11	0
	Total 1000 · Income			2,587	7,303	-4,716	32,966	73,028	-40,062	87,633
	6-4320	Increment Collections		0	0	0	9,675,318	0	9,675,318	12,524,238
	Total Income			2,587	7,303	-4,716	9,708,284	73,028	9,635,256	12,611,871
Expense										
3335 · Management Consulting Services										
	6320	Legal		7,627	5,000	2,627	103,212	50,000	53,212	60,000
	6322	Eng Consultant/General Prof.Svc		0	6,250	-6,250	13,906	62,500	-48,594	75,000
	6337	Construction Audit		0	0	0	0	0	0	10,000
	6343	Other		495	0	495	3,698	0	3,698	0
	Total 3335 · Management Consulting Services			8,122	11,250	-3,128	120,816	112,500	8,316	145,000
5650 · Transfers										
	6430	Municipal Services		0	0	0	0	0	0	490,000
	Total 5650 · Transfers			0	0	0	0	0	0	490,000
5706 · Debt Service										
	5707	Principal		0	0	0	2,660,000	2,660,000	0	2,660,000
	5708	Interest		0	0	0	1,704,667	1,704,667	0	1,704,667
	5710 · Other Debt Items									
	5710c	Trustee Fee		0	0	0	9,500	0	9,500	0
	Total 5710 · Other Debt Items			0	0	0	9,500	0	9,500	0
	Total 5706 · Debt Service			0	0	0	4,374,167	4,364,667	9,500	4,364,667
	6-6420	City of Houston Admin Fee		0	0	0	0	0	0	626,212
6300 · Administration & Overhead										
	6321	Auditor		0	0	0	19,000	17,000	2,000	17,000
	6333	Bookkeeping/Accounting		950	875	75	10,191	8,750	1,441	10,500
	6340	Administration Salaries/Benefit		13,773	11,833	1,940	115,369	118,333	-2,964	142,000
	6344	Bond Svcs/Trustee/FA		400	400	0	4,000	4,000	0	4,800
	6350	Office Expense		449	1,250	-801	6,628	12,500	-5,872	15,000
	6351	Office Lease		1,432	1,250	182	12,841	12,500	341	15,000
	6353	Insurance / FDIC Assess.Fee		1,864	3,750	-1,886	23,220	37,500	-14,280	45,000
	6560	Payroll Expenses		142	0	142	1,630	0	1,630	0
	Total 6300 · Administration & Overhead			19,010	19,358	-348	192,879	210,583	-17,704	249,300
7000 · Capital Expenditure										
	1701	Gessner Widening		0	0	0	103	0	103	0

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

	April			Year To Date (10 Months)			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
1709 · Lumpkin I-10 Westview	1,611,164	275,000	1,336,164	2,418,827	2,750,000	-331,173	3,300,000
1713 · Memorial near Bwy 8 Drainage	0	0	0	113	0	113	0
1715A · Barryknoll East Drainage	0	16,667	-16,667	1,474,206	166,667	1,307,539	200,000
1717 · Town & Country W. Drain/Mobil	37,877	172,917	-135,040	513,320	1,729,167	-1,215,847	2,075,000
1722 · Town & Country Biv Signalizatn	113	0	113	3,309	0	3,309	0
1724 · Gessner at Barryknoll Intersec.	0	0	0	103	0	103	0
1725 · Parks & Green Space Improv.	0	2,083	-2,083	48,244	20,833	27,411	25,000
1731A · Detention Basin & W-140 Bridge	852	0	852	128,008	0	128,008	0
1731B · Memorial Drainage & Mobility	67,215	0	67,215	158,243	0	158,243	0
1732A · N Gessner Drainage & Mobility	42,343	25,000	17,343	334,230	250,000	84,230	300,000
1734 · W140 Channel Improvements	1,050	134,583	-133,533	860,671	1,345,833	-485,162	1,815,000
1734B · Bunker Hill Bridge	28,603	6,250	22,353	121,114	62,500	58,614	75,000
1735 · USE 1735A	113	0	113	113	0	113	0
1735A · Detention Basin A	12,008	256,667	-244,659	119,621	2,566,667	-2,447,046	3,080,000
1736A · Memorial Drive Drainage	2,082	33,333	-31,251	2,082	333,333	-331,251	400,000
Total 7000 · Capital Expenditure	1,803,420	922,500	880,920	6,182,307	9,225,000	-3,042,693	11,070,000
Total Expense	1,830,552	953,108	877,444	10,870,169	13,912,750	-3,042,581	16,945,179
Net Income	-1,827,965	-945,805	-882,160	-1,161,885	-13,839,722	12,677,837	-4,333,308

AGENDA ITEM 6

McGrath & Co., PLLC
Certified Public Accountants
P.O. Box 270148
Houston, Texas 77277

Mark W. McGrath CPA
mark@mcgrath-co.com

Colette M. Garcia CPA
colette@mcgrath-co.com

May 26, 2015

Board of Directors
Memorial City Redevelopment Authority/TIRZ No. 17
Harris County, Texas

Reference: Year End Accounting Services Engagement Letter

Ladies and Gentlemen:

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitation of the services we will provide:

Year End Close and Report Preparation

Subsequent to the close of the fiscal year, we will perform the following as of June 30, 2015:

1. Review June 30, 2015 bank reconciliations for accuracy and completeness. Reconcile to the general ledger and prepare journal entries where appropriate
2. Prepare investment schedule as of June 30, 2015 and reconcile to general ledger and prepare journal entries where appropriate
3. Prepare detail of TIRZ Taxes Receivable and tax increment revenue, reconciliation to general ledger and prepare journal entries where appropriate
4. Prepare Project Plan detail and reconcile to the general ledger and prepare journal entries where appropriate
5. Read board minutes for financial statement report footnote disclosure purposes
6. Perform detail review of the detail general ledger as of June 30, 2015 and prepare and record appropriate journal entries
7. Read any new contracts for financial statement reporting purposes
8. Prepare detail schedule of capital expenditures incurred during the year and transferred
9. Prepare Long-Term Debt roll-forward schedule, update for additions and repayments, calculate accrued interest and prepare and record appropriate journal entries (if applicable).
10. Prepare detail of capital expenditures incurred during the year and transferred to the City of Houston and prepare and record appropriate journal entries
11. Perform search for unrecorded liabilities, prepare detail of accounts payable and prepare and record appropriate journal entries
12. Prepare financial report, including the MD & A, footnote disclosures and supplemental schedules as required by the City of Houston.

This letter correctly sets forth the understanding of the City of Houston.

By:

Title:

Date:

AGENDA ITEM 7

McCALL GIBSON SWEDLUND BARFOOT PLLC
Certified Public Accountants

13100 Wortham Center Drive
Suite 235
Houston, Texas 77065-5610
(713) 462-0341
Fax (713) 462-2708
E-Mail: mgsb@mgsbpllc.com

111 Congress Avenue
Suite 400
Austin, Texas 78701
(512) 610-2209
www.mgsbpllc.com

June 4, 2015

Board of Directors
Memorial City Redevelopment Authority
City of Houston, Texas

We are pleased to confirm our understanding of the services we are to provide Memorial City Redevelopment Authority (the "Authority") for the year ended June 30, 2015. We will audit the financial statements of the governmental activities and each major fund, which collectively comprise the basic financial statements of the Authority as of and for the year ended June 30, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A) and the schedule of revenues, expenditures and changes in fund balance – budget and actual for the General Fund, to supplement the Authority's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Authority's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis, and
- 2) Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund

We have also been engaged to report on supplementary information other than RSI that accompanies the Authority's financial statements. The document we submit to you will include various supplementary schedules, including supplementary information required by the City of Houston, Texas. This supplementary information will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the financial statements as a whole except for that portion marked "unaudited", on which we will express no opinion.

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Authority's financial statements. Our report will be addressed to the Board of Directors of the Authority. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee the preparation of your financial statements and related notes; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities: for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities and each major fund of the Authority and the respective changes in financial position in conformity with U.S. generally accepted accounting principles.

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Authority involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Authority received in communications from employees, former employees, consultants, regulators, the public or others. In addition, you are responsible for identifying and ensuring that the Authority complies with applicable laws and regulations.

Management Responsibilities (Continued)

You are responsible for the preparation of the supplementary information in conformity with the City's requirements. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the City's requirements, (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with the City's requirements, (3) that the methods of measurement or presentation have not changed from those used in the prior period, and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to using the auditor's report, you understand that you must obtain our written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Authority or to acts by management or employees acting on behalf of the Authority.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditor is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Audit Procedures – General (Continued)

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of certain assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the Authority and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatements, we will perform tests of the Authority's compliance with applicable laws and regulations and the provisions of certain contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Engagement Administration, Fees and Other

In accordance with the Tri-Party Agreement, the Authority will not pay any consultant for services that are determined to be an ineligible Project Cost under the TIRZ Act and the consultant shall repay the Authority for any payment made by the Authority to the consultant that is determined to be an ineligible Project Cost.

We are aware of the City of Houston's requirement to have the audit completed by September 30, 2015, and barring any unforeseen circumstances every effort will be made to comply with this requirement

In accordance with provisions of the Local Records Retention Schedule Section 2-1: Item 1025-01 e) we agree to retain our audit work papers in our office for a period of three years after all questions arising from the audit have been resolved. In order to allow for all questions arising from the audit to be resolved and to comply with Rule 501.76(f) of the Rules of Professional Conduct of the Texas State Board of Public Accountancy the actual date will be the five-year anniversary of the audit report in question.

We expect to present a draft of the audit report within 45 days of the availability of the Authority's accounting records. Chris Swedlund is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign the report. Our fees for these services will be at our standard hourly rates and include any other direct charges. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The following is an estimate of our fees for the audit included in this engagement letter:

- Audit of the Authority's financial statements as of and for the year ended June 30, 2015, to range between \$9,000 and \$10,000

If for any reason our services are terminated prior to issuance of a final report, our engagement will be deemed to have been completed, even if we have not completed our report. The Authority will be obligated to compensate us for our time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your consultants and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You agree that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if each of us agrees to be bound. We will share any costs of mediation proceedings equally.

We believe this letter accurately summarizes the significant terms of the engagement. If you have any questions, please let us know. If you agree with the terms of the engagement as described in this letter, please sign the enclosed copy and return it to us. We appreciate the confidence you have placed in us by retaining this firm as your independent auditor in this matter.

Sincerely,



McCall Gibson Swedlund Barfoot PLLC
Certified Public Accountants

This letter correctly sets forth the understanding of Memorial City Redevelopment Authority.

Signature	Title	Date
-----------	-------	------

	Date
--	------

Mayor's Office of
Economic Development

Engagement Letter

AGENDA ITEM 8

TEMPORARY RIGHT OF ENTRY AND INDEMNIFICATION AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, Linbeck Group, LLC, a Texas limited liability company (hereinafter referred to as "Grantee"), desires to acquire from Memorial City Redevelopment Authority, a not for profit local government corporation organized and existing under the laws of the State of Texas (hereinafter referred to as "Grantor"), a right of entry for construction trailer, construction storage and construction access purposes, over, upon, and across certain property owned by Grantor (the "Property") lying and being situated in the County of Harris, State of Texas, as more particularly described as Tracts A and B as is shown on **Exhibit A**, which is attached hereto and made a part hereof; and

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

AGREEMENT

NOW THEREFORE, the parties agree as follows.

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

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

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

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

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

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

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

3. Assignment. The Grantee may not assign its rights under this Agreement without the prior written consent of the Grantor.
4. Non-Exclusive Rights. The rights granted to the Grantee under this Agreement are not exclusive and Grantor hereby reserves for itself, its successors and assigns, the right to use the Property for its own purposes and benefits and to convey upon third parties such rights for use of the Property.
5. Notice. Any notice under this Agreement shall be electronic or in writing and shall be either hand delivered or sent postage prepaid by certified U.S. Mail, return receipt requested, to the following addresses:

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

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

[EXECUTION PAGES FOLLOW]

EXECUTED this ____ day of _____, 2015.

GRANTOR:

**MEMORIAL CITY REDEVELOPMENT
AUTHORITY**

Chair, Board of Directors

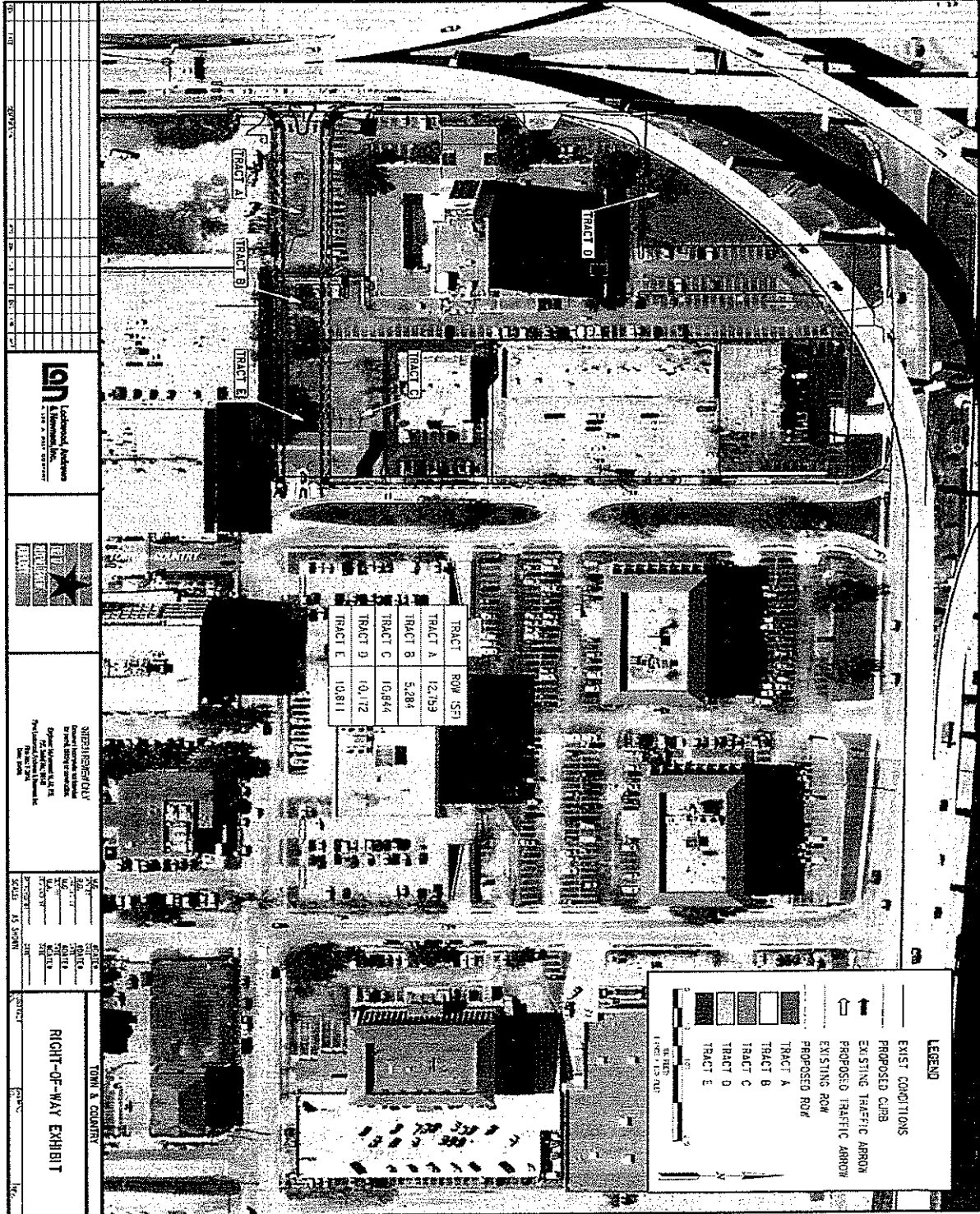
ATTEST:

Secretary, Board of Directors

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

GRANTEE:

Exhibit A Property Description



AGENDA ITEM 9

2016 - 2020 CAPITAL IMPROVEMENT PLAN
TIRZ NO.17 - MEMORIAL CITY REDEVELOPMENT AUTHORITY

Scenario 1: With Basin

CITY OF HOUSTON - TIRZ PROGRAM
Economic Development Division

CIP No.	Project	Fiscal Year Planned Appropriations										Cumulative Total (To Date)	
		Through 2014	Projected 2015	2016	2017	2018	2019	2020	FY16 - FY20 Total				
T-1701	Gessner Widening Barryknoll to I-10	\$ 11,029,427	-	-	-	-	-	-	-	-	-	-	11,029,427
T-1702	Bunker Hill Widening I-10 to Long Point	\$ 6,089,259	-	-	-	-	-	-	-	-	-	-	6,089,259
T-1709	Improvement to Lumpkin from I-10 to Westview	\$ 1,180,330	5,000,000	9,730,000	-	-	-	-	-	-	-	9,730,000	15,910,330
T-1712	Bunker Hill South of IH 10 Mobility Improvements	\$ 1,857	-	-	-	-	-	-	-	400,000	-	400,000	401,857
T-1714	Frostwood Drive and Kingside Drainage Improvements	\$ 24,023	-	-	200,000	-	-	-	-	2,120,000	2,045,000	4,365,000	4,389,023
T-1715A	Barryknoll East Drainage Improvements	\$ 5,847,972	2,500,000	-	-	-	-	-	-	-	-	-	8,347,972
T-1715B	Barryknoll West Drainage Improvements	\$ 36,374	-	-	-	-	-	-	1,600,000	-	1,550,000	3,150,000	3,186,374
T-1716	Queensbury Drainage Improvements	\$ 545,066	-	-	-	-	-	-	-	-	-	-	545,066
T-1717	Town and Country West Drainage and Mobility Improvements	\$ 2,661,610	615,000	7,175,000	1,805,000	-	-	-	-	-	-	8,960,000	12,256,610
T-1718	Kimberly near Beltway 8 Drainage Improvements	\$ 1,442,725	-	-	-	-	-	-	-	-	-	-	1,442,725
T-1719	Kingside East Bound at Gessner	\$ 669,167	-	-	-	-	-	-	-	-	-	-	669,167
T-1722	Town and Country Blvd. at Queensbury Signalization	\$ 4,480	-	-	-	-	-	-	-	-	-	-	4,480
T-1725	Park and Green Space Improvements	\$ 102,352	60,000	125,000	125,000	125,000	100,000	-	-	-	-	475,000	637,352
T-1726	West Bough Roadway Improvements	\$ 5,873	-	-	-	-	-	-	-	400,000	3,200,000	3,605,873	3,605,873
T-1727	N. Gessner Preliminary Engineering	\$ 18,546	-	-	-	-	-	-	-	-	-	-	18,546
T-1731A	Detention Basin and W-140	\$ 10,415,983	200,000	-	-	-	-	-	-	-	-	-	10,615,983
T-1732A	N. Gessner Drainage and Mobility Improvement - Phase 1	\$ 511,989	500,000	5,103,227	5,550,000	-	-	-	-	-	-	10,653,227	11,665,216
T-1732B	N. Gessner Drainage and Mobility Improvement - Phase 2	\$ 72,654	-	500,000	2,675,000	2,525,000	-	-	-	-	-	5,700,000	5,772,654
T-1733A	N. Witte Drainage and Mobility Improvement - Phase 1	\$ 81,041	21,000	-	-	-	-	-	-	250,000	1,280,000	1,530,000	1,632,041
T-1733B	N. Witte Drainage and Mobility Improvement - Phase 2	\$ 73,280	-	-	-	-	-	-	-	-	260,000	260,000	333,280
T-1734	W140 Channel Improvements	\$ 852,782	850,000	5,600,000	7,600,000	-	-	-	-	-	-	13,200,000	14,902,782
T-1734B	Bunker Hill Bridge and related Flood Mitigation Infrastructure Improvements	\$ -	100,000	850,000	2,650,000	1,065,000	-	-	-	-	-	4,565,000	4,665,000
T-1735	Detention Basin - 245 acre feet proposed	\$ -	-	500,000	500,000	3,100,000	2,200,000	-	-	-	-	6,300,000	6,300,000
T-1735A	Detention Basin A	\$ -	75,000	3,080,000	17,039,667	1,959,833	-	-	-	-	-	22,079,500	22,154,500
T-1738A	Memorial Drive Drainage and Mobility Improvement Project - Phase 1	\$ 335,038	400,000	1,775,000	10,000,000	5,200,000	-	-	-	-	-	16,975,000	17,710,038
	Totals	\$ 42,011,848	\$ 10,321,000	\$ 34,438,227	\$ 47,944,667	\$ 14,174,833	\$ 7,070,000	\$ 8,335,000	\$ 111,962,727	\$ 164,295,575			

CIP T-1735 and CIP T-1735A reflects the Memorial City Redevelopment Authority's commitment to the acquisition, design and construction of detention basins to provide drainage solutions in the region. The goal is to identify, acquire, and construct 300 acre feet of detention by the end of fiscal year 2019.

2016 - 2020 CAPITAL IMPROVEMENT PLAN
TIRZ NO.17 - MEMORIAL CITY REDEVELOPMENT AUTHORITY

Scenario 2: Without Basin

CITY OF HOUSTON - TIRZ PROGRAM
Economic Development Division

CIP No.	Project	Fiscal Year Planned Appropriations										Cumulative Total (To Date)	
		Through 2014	Projected 2015	2016	2017	2018	2019	2020	FY16 - FY20 Total				
T-1701	Gessner Widening Barryknoll to I-10	\$ 11,029,427	-	-	-	-	-	-	-	-	-	-	11,029,427
T-1702	Bunker Hill Widening I-10 to Long Point	\$ 6,099,259	-	-	-	-	-	-	-	-	-	-	6,099,259
T-1709	Improvement to Lumpkin from I-10 to Westview	\$ 1,180,330	5,000,000	9,730,000	-	-	-	-	-	-	-	9,730,000	15,910,330
T-1712	Bunker Hill South of IH 10 Mobility Improvements	\$ 1,857	-	-	-	-	-	-	-	400,000	-	400,000	401,857
T-1714	Freshwood Drive and Kingside Drainage Improvements	\$ 24,023	-	-	-	200,000	-	-	-	2,120,000	2,045,000	4,365,000	4,389,023
T-1715A	Barryknoll East Drainage Improvements	\$ 5,847,972	2,500,000	-	-	-	-	-	-	-	-	-	8,347,972
T-1715B	Barryknoll West Drainage Improvements	\$ 36,374	-	-	-	-	-	-	-	1,600,000	1,550,000	3,150,000	3,186,374
T-1716	Queensbury Drainage Improvements	\$ 545,086	-	-	-	-	-	-	-	-	-	-	545,086
T-1717	Town and Country West Drainage and Mobility Improvements	\$ 2,661,610	615,000	7,175,000	1,805,000	-	-	-	-	-	-	8,980,000	12,256,610
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T-1722	Town and Country Blvd. at Queensbury Signalization	\$ 4,480	-	-	-	-	-	-	-	-	-	-	4,480
T-1725	Park and Green Space Improvements	\$ 102,352	60,000	125,000	125,000	125,000	100,000	-	-	-	-	475,000	637,352
T-1726	West Bough Roadway Improvements	\$ 5,873	-	-	-	-	400,000	3,200,000	-	-	-	3,600,000	3,605,873
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T-1735	Detention Basin - 245 acre feet proposed	\$ -	-	500,000	500,000	3,100,000	2,200,000	-	-	-	-	6,300,000	6,300,000
T-1735A	Detention Basin A	\$ -	75,000	100,000	-	-	-	-	-	-	-	100,000	175,000
T-1738A	Memorial Drive Drainage and Mobility Improvement Project - Phase 1	\$ 335,038	400,000	1,775,000	10,000,000	5,200,000	-	-	-	-	-	16,975,000	17,710,038
Totals		\$ 42,011,848	\$ 10,321,000	\$ 31,458,227	\$ 30,905,000	\$ 12,215,000	\$ 7,070,000	\$ 6,335,000	\$ 89,983,227	\$ 142,316,075			

CIP T-1735 and CIP T-1735A reflects the Memorial City Redevelopment Authority's commitment to the acquisition, design and construction of detention basins to provide drainage solutions in the region. The goal is to identify, acquire, and construct 300 acre feet of detention by the end of fiscal year 2019.

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T-1733A	N. Witte Drainage and Mobility Improvement - Phase 1	\$ 81,041	21,000	-	-	-	-	-	-	-	-	-	102,041
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T-1735	South Detention Basin 1	\$ -	-	1,000,000	1,250,000	23,000,000	10,000,000	-	-	-	-	35,250,000	35,250,000
T-1735A	South Detention Basin 2	\$ -	-	-	-	-	-	-	-	-	-	-	-
T-1738A	Memorial Drive Drainage and Mobility Improvement Project - Phase 1	\$ 335,038	400,000	888,000	888,000	10,000,000	5,200,000	-	-	-	-	16,976,000	17,711,038
Totals		\$ 42,011,848	\$ 10,246,000	\$ 25,368,000	\$ 14,718,000	\$ 34,590,000	\$ 23,700,000	\$ 800,000	\$ 99,176,000	\$ 111,952,727	\$ 151,433,848	\$ 164,295,575	
Original Totals		\$ 42,011,848	\$ 10,321,000	\$ 34,438,227	\$ 47,944,667	\$ 14,174,833	\$ 7,070,000	\$ 8,335,000	\$ 99,176,000	\$ 111,952,727	\$ 151,433,848	\$ 164,295,575	

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