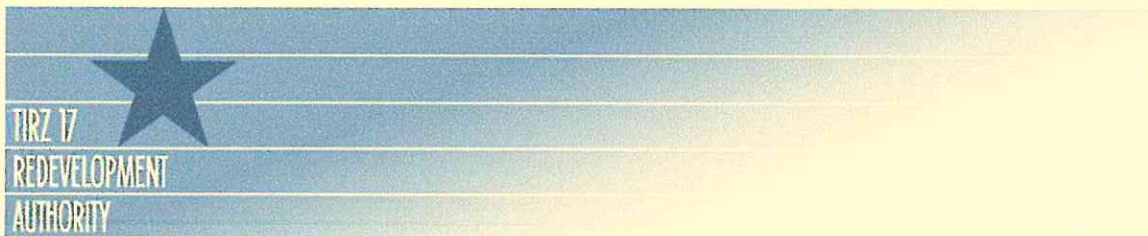


MEMORIAL CITY
REDEVELOPMENT AUTHORITY,
TIRZ No. 17,
City of Houston



Agenda and Agenda Materials
Meeting of the Board of Directors

July 11, 2017

JOINT SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE
TIRZ 17 REDEVELOPMENT AUTHORITY/MEMORIAL CITY REDEVELOPMENT AUTHORITY
and TAX REINVESTMENT ZONE NUMBER SEVENTEEN
HOUSTON, TEXAS

Notice is hereby given that the Board of Directors of the TIRZ 17 Redevelopment Authority (aka the Memorial City Redevelopment Authority) and the Tax Reinvestment Zone Number Seventeen, City of Houston, Texas, will hold a joint special meeting on **Tuesday, July 11, 2017, 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. Third Amendment to the TIRZ 17 Project Plan and Reinvestment Zone Financing Plan.
4. Agreement with the Goodman Corporation.
5. Street Light Agreement for North Gessner.
6. Assignment of Street Light Agreement.
7. Adjournment.



Executive Director for Authority

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

AGENDA MEMORANDUM

TO: Memorial City Redevelopment Authority TIRZ No. 17 Board of Directors
FROM: Executive Director
SUBJECT: Agenda Item Materials

3. Third Amendment to the TIRZ 17 Project Plan and Reinvestment Zone Financing Plan.

**REINVESTMENT ZONE NUMBER SEVENTEEN,
CITY OF HOUSTON, TEXAS**

**MEMORIAL CITY
TAX INCREMENT REINVESTMENT ZONE**

**Third Amendment to
Project Plan and Reinvestment Zone Financing Plan**

July 5, 2017

REINVESTMENT ZONE NUMBER SEVENTEEN, CITY OF HOUSTON, TEXAS
 MEMORIAL CITY TAX INCREMENT REINVESTMENT ZONE
 Third Amendment to the Project Plan and Reinvestment Zone Financing Plan

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**REINVESTMENT ZONE NUMBER SEVENTEEN, CITY OF HOUSTON, TEXAS
MEMORIAL CITY TAX INCREMENT REINVESTMENT ZONE
Third Amendment to Project Plan and Reinvestment Zone Financing Plan**

Introduction.

The purpose of Reinvestment Zone Number Seventeen, City of Houston, Texas (the “Memorial City Zone,” also herein referred to as the “Zone”), is to execute redevelopment plans and programs necessary to create and support an environment attractive to private investment in the Memorial City area. When created by the City of Houston, Texas (the “City”), on July 21, 1999, the Zone covered an area of approximately 656.7 acres (the “Original Area”) located primarily north and south of the Katy Freeway in the western quadrant of the City. The Zone includes predominately commercial property generally bounded by Beltway 8 on the west, Bunker Hill Road on the east, Westview Drive on the north, and Barryknoll/Memorial Drive on the south. The intent of the Zone is to finance improvements that will result in the long-term stability and viability of the Memorial City area.

The City adopted a Project Plan and Reinvestment Zone Financing Plan for the Zone on August 11, 1999 (the “Part A Plan”). The Part A Plan established goals, expectations and redevelopment plans needed to address blighted conditions in the Memorial City area associated with failing infrastructure, lack of utility capacity, increased traffic congestion and declining retail sales resulting from increased competition to older inner-city malls and shopping centers from suburban retail centers. The Part A Plan sought to reverse the significant social and economic stresses affecting the stability and long-term economic viability of the area through the financing of mobility enhancements, public infrastructure, roadways and parks.

The City adopted a First Amendment to the Zone’s Project Plan and Reinvestment Zone Financing Plan on August 17, 2011 (the “Part B Plan”) to expand the Zone area (the “First Annexation Area”). The Part B plan also established project goals for the enhancement of and improvements in the expanded Zone area.

The City adopted a Second Amendment to the Zone’s Project Plan and Reinvestment Zone Financing Plan on December 10, 2014 (the “Part C Plan”) to expand the Zone area (the “Second Annexation Area”). The Part C Plan included upgrades and improvements to public utility system, public roadways and thoroughfares and detention and drainage facilities and improvements. The Zone and the City now desire to amend the Zone’s Project Plan and Reinvestment Zone Financing Plan as further described herein (the “Part D Plan”).

The Part D Plan Overview.

The Part D Plan includes approximately 3.73 acres of right of way to allow the Zone to implement a drainage and mobility improvement project beneficial to the area inside and outside of the Zone.

Additionally, Part D removes approximately 3.7 acres of residential property on Springrock Lane that was erroneously included in the Part C annexation.

Collectively, the Part A Plan, the Part B Plan, the Part C Plan, and the Part D Plan will provide the tools needed to help alleviate blight, address deteriorated street and site conditions, correct obsolete platting and improve public infrastructure and facilities in the Memorial City area, resulting in the sound growth of retail and commercial development. The expanded Zone will provide the financing and management tools necessary to continue to encourage the sound growth of commercial and complementary retail development and assist in the remediation of flooding in the Zone. The Part D Plan will continue to remedy historic negative trends within the Memorial City area by creating a viable and attractive environment for new investment and redevelopment. The proposed improvements will enhance the community by attracting new businesses to the area.

Proposed Goals for Improvements in the Zone.

The proposed goals for improvement in the Part D Plan, which relate to the original goals of the Zone in the Part A Plan, the Part B Plan, and the Part C Plan are as follows:

Goal 1: **Drainage and Detention.** Storm water management will be achieved through the repair and replacement of drainage systems and the design and construction of new storm water utility systems, detention basins and other improvements proven to reduce volumes of runoff from drainage areas.

Goal 2: **Streets and Mobility.** Public Streets and public utility systems are required to create an environment that will stimulate private investments in retail, commercial and mixed-use developments. The reconstruction of key streets and major thoroughfares will enhance the level of service in the area. All improvement will be coordinated with the street reconstruction programs of the City, METRO, TxDOT, and other public entities. Attention will be placed on leveraging Zone monies through the funding of elements not addressed by the CIP programs of sister agencies.

Goal 3: **Parks and Green Space.** Redevelopment and upgrades to public green space, parks and other recreational facilities are also addressed. Public infrastructure, regional trail systems and other enhancements to area parks and other public open green space will attract and support redevelopment and improve the quality of life by increasing the attractiveness of the area.

Goal 4: **Pedestrian Improvements.** The reinforcement of pedestrian-attractive retail and commercial developments along key corridors will retain and expand retail and commercial developments in the Zone, which is of key importance to the successful redevelopment of the area. The construction of sidewalk systems including ADA-compliant ramps and other treatments will improve pedestrian safety, enhance the visual environment and provide connectivity both within the Zone and to adjacent districts. The provision of base-level retail functionality is essential to the continued expansion of mixed-use projects in the area. In particular, the development of primary commercial and retail corridors will be encouraged through the implementation of an enhanced pedestrian environment with an emphasis on parking, lighting, street trees, landscaping, wide sidewalks, public art and adequate pedestrian amenities.

Project Plan and Reinvestment Zone Financing Plan for the Zone.

A. Project Plan.

Existing and Proposed Uses of Land (Texas Tax Code §311.011(b)(1)): Map 1 depicts the existing and proposed land uses in the Original Area, the First Annexed Area and the Annexed Areas of the Zone. The existing and proposed land uses include single-family residential, multi-family residential, commercial, office, industrial, public and institutional, transportation and utility, park and open spaces, undeveloped and agricultural production land uses.

Proposed Changes of Zoning Ordinances, Master Plan of Municipality, Building Codes and other Municipal Ordinances (Texas Tax Code §311.011(b)(2)): All construction will be performed in conformance with the City's existing rules and regulations. There are no proposed changes to any City ordinance, master plan or building code.

Estimated Non-Project Costs (Texas Tax Code §311.011(b)(3)) Non-project costs refer to project costs incurred by entities other than the Zone that will contribute to the overall development plan. Harris County Municipal Management District Number One (the "HCMMD No. 1") project costs reflect the investment and services that would not be borne by the Zone. These include costs for public safety, enhancement and cleanliness of the public areas, landscaping and development of open green space. Spring Branch Management District, adjacent to HCMMD No. 1, has also committed to maintaining certain Zone landscaping improvements. Moreover, the Zone has entered into agreements with area property owners to maintain certain Zone landscaping improvements adjacent to their property.

Method of Relocating Persons to be Displaced, if any, as a Result of Implementing the Plan (Texas Tax Code §311.011(b)(4)): It is not anticipated that any residents will be displaced by any of the projects to be undertaken in the Zone.

B. Reinvestment Zone Financing Plan.

Estimated Project Costs (Texas Tax Code §311.011(c)(1)): Exhibit 1 details the proposed public improvement and administrative project costs. The dollar amounts are approximate and may be amended from time to time by the City council. The financing costs are a function of project financing needs and will vary with market conditions from the estimates shown on Exhibit 1.

Proposed Kind, Number, and Location of all Public Works or Public Improvements to be financed in the Zone (Texas Tax Code §311.011(c)(2)): These details are provided throughout the Part A Plan, the Part B Plan, the Part C Plan, and the Part D Plan. Exhibit 1 captures the current planned expenditures of the projects.

Economic Feasibility Study (Texas Tax Code §311.011(c)(3)): An economic feasibility study was completed for the Memorial City area in 1993 by FH&R. The study documents the economic potential in the Zone. Exhibits 2 and 3 constitute incremental revenue estimates for the Zone. The incremental revenue estimates are projected to be sufficient to cover the costs of the proposed redevelopment and infrastructure

improvements in the Zone. The total estimated project costs for Part A, Part B and Part C are \$217,128,104. The total estimated project costs for Part C of the Plan is \$80,262,290. The Zone and the City find and determine that the Part A Plan, the Part B Plan, the Part C Plan, and Part D Plan are economically feasible.

Estimated Amount of Bond Indebtedness: Estimated Time When Related Costs or Monetary Obligations Incurred (Texas Tax Code §311.011(c)(4), §311.011(c)(5)): Issuance of bonds and notes by the Zone will occur as tax increment revenues allow. The value and timing of the issuance of bonds or notes will correlate to debt capacity as derived from the attached revenue and project schedules, as well as actual market conditions for the issue and sale of such bonds and notes.

Methods and Sources of Financing Project Costs and Percentage of Increment from Taxing Units Anticipated to Contributed Tax Increment to the Zone(Texas Tax Code §311.011(c)(6)): Methods and sources of financing include the issuance of bonds and notes. TY 1999 was the base year for the Zone and TY 2029 is the scheduled termination date. As outlined in Exhibits 2 and 3, approximately \$\$307,519,339 of increment is estimated to be generated by the Zone for use in funding project costs between TY 2016 and TY 2029. This figure is calculated using an estimated collection rate of 97% and a City contribution of \$0..58642/\$100 of assessed valuation.

Current Total Appraised Value of Taxable Real Property (Texas Tax Code §311.011(c)(7)): The TY 2016 projected appraised value of taxable real property in the Zone as of May 12, 2017 is \$2,756,153,472.

Estimated Captured Appraised Value of Zone During Each Year of Existence (Texas Tax Code §311.011(c)(8)): The estimated captured appraised value of the Zone during each remaining year of its 30-year duration is set forth in Exhibit 3.

Zone Duration (Texas Tax Code §311.011(c)(9)): When initially created by City Council on July 21, 1999, the term of the Zone was established at 30 years. The Zone will terminate on December 31, 2029.

MAPS AND EXHIBITS

Map 1 – Land Use Map

Map 2 – Annexation Map

Exhibit 1 – Project Cost Schedule

Exhibit 2 – Net Revenue Schedule

Exhibit 3 – Revenue Schedule City of Houston

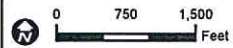
City of Houston Memorial City TIRZ Land Use

Legend

-  Houston City Limits
-  Memorial City Land Use
- Land Use**
-  Single-Family Residential
-  Multi-Family Residential
-  Commercial
-  Office
-  Industrial
-  Public & Institutional
-  Transportation & Utility
-  Park & Open Spaces
-  Agriculture Production
-  Undeveloped
-  Unknown

Source: COHGIS Database, Mayor's Office

Date: June 2017
Reference: pj19790_Landuse



This map is made available for reference purposes only and should not be substituted for a survey product. The City of Houston will not accept liability of any kind in conjunction with its use.

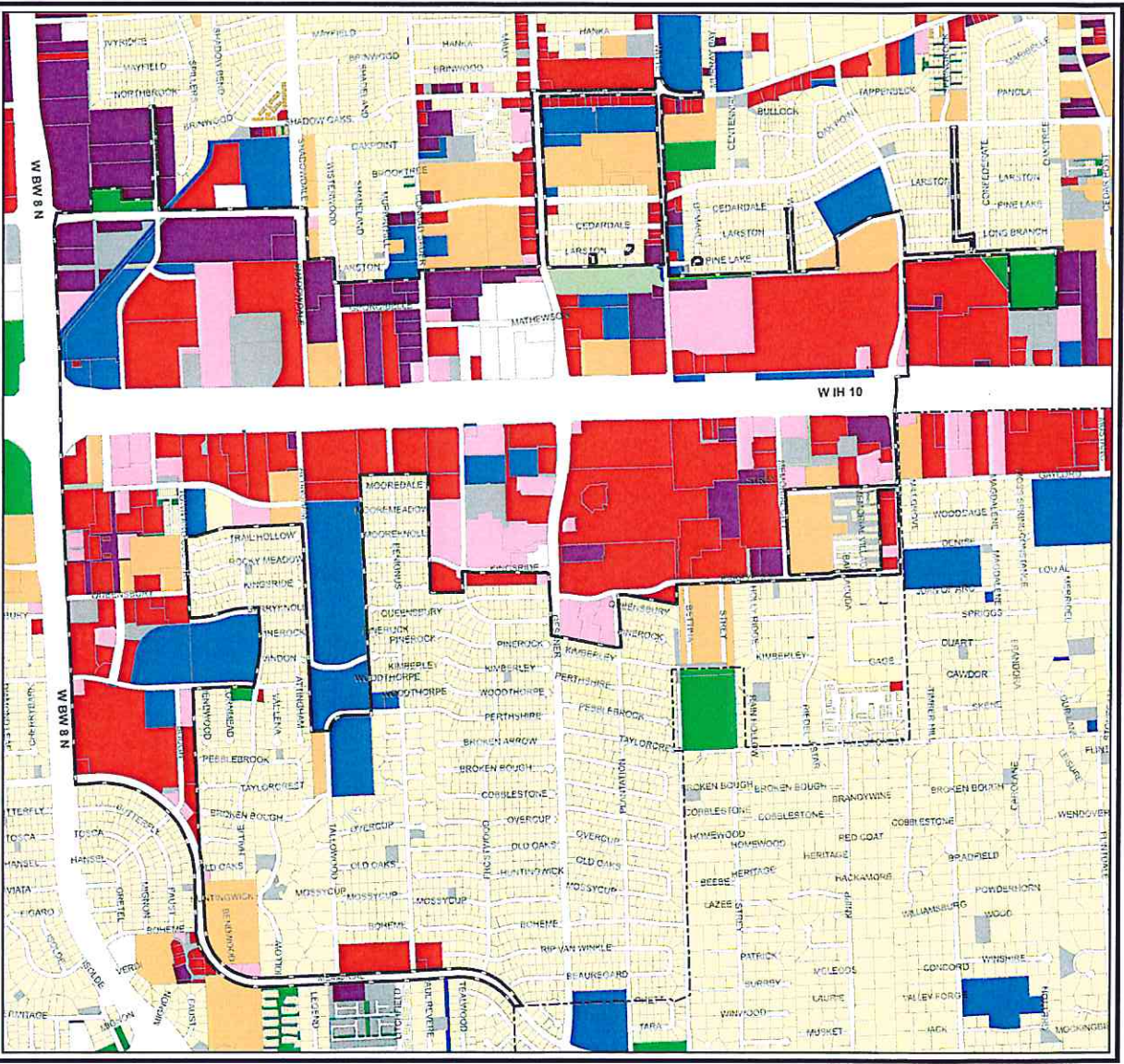


EXHIBIT 1 - PROJECT COST SCHEDULE

Project Cost Amendments: The following table includes the approved project cost for the Part A and Part B Plans and the changes made to those budgets through this Part C Amendment:

	Part A Estimated Costs	Part B Estimated Costs	Part C Estimated Costs	Part D Estimated Costs	Total Estimated Plan Costs	Costs to Date as of 06/30/16	Total Estimated Remaining
Infrastructure Improvements:							
Roadway, Sidewalk and Traffic Improvements	\$ 53,429,681	\$ -	\$ -	\$ -	\$ 53,429,681	\$ 34,932,000	\$ 18,497,681
Public Utility Improvements	\$ 32,125,200	\$ 11,068,963	\$ 77,662,290	\$ -	\$ 120,856,453	\$ 33,126,448	\$ 87,730,005
Total Infrastructure Improvements - Parts A, B & C	\$ 85,554,881	\$ 11,068,963	\$ 77,662,290	\$ -	\$ 174,286,134	\$ 68,058,448	\$ 106,227,686
Other Project Costs:							
Parks, Landscaping and Public Space Improvements	\$ 11,889,119	\$ -	\$ -	\$ -	\$ 11,889,119	\$ 326,966	\$ 11,562,153
Total Parks and Recreational Facilities Improvements - Parts A, B & C	\$ 11,889,119	\$ -	\$ -	\$ -	\$ 11,889,119	\$ 326,966	\$ 11,562,153
Education Facility Design and Construction	\$ 99,819,796	\$ (99,819,796)	\$ -	\$ -	\$ -	\$ -	\$ -
Total Education Facility - Parts A, B & C	\$ 99,819,796	\$ (99,819,796)	\$ -	\$ -	\$ -	\$ -	\$ -
Financing Cost	\$ 100,000,000	\$ (75,000,000)	\$ -	\$ -	\$ 25,000,000	\$ 23,881,693	\$ 1,118,307
Total Project Financing Costs - Parts A, B & C	\$ 100,000,000	\$ (75,000,000)	\$ -	\$ -	\$ 25,000,000	\$ 23,881,693	\$ 1,118,307
Zone Creation	\$ -	\$ 946,851	\$ -	\$ -	\$ 946,851	\$ 2,628,823	\$ (1,681,972)
Zone Administration	\$ 556,000	\$ 1,850,000	\$ 2,600,000	\$ -	\$ 5,006,000	\$ 2,034,931	\$ 2,971,069
PROJECT PLAN TOTAL	\$ 297,819,796	\$ (160,953,982)	\$ 80,262,290	\$ -	\$ 217,128,104	\$ 96,930,861	\$ 120,197,243

Exhibit 2 - Net Revenue Schedule

Tax Year (1)	City of Houston Increment Revenue		Admin Fees	Net Revenue (Total Increment Revenue less Total
	Original Area	Annexed (2014)		
2016	\$ 15,677,756	\$ 6,589	\$ 784,217	\$ 14,900,128
2017	\$ 16,606,602	\$ 7,647	\$ 830,712	\$ 15,783,536
2018	\$ 17,581,889	\$ 8,758	\$ 879,532	\$ 16,711,115
2019	\$ 18,605,941	\$ 9,924	\$ 930,793	\$ 17,685,072
2020	\$ 19,681,196	\$ 11,149	\$ 984,617	\$ 18,707,728
2021	\$ 20,810,213	\$ 12,435	\$ 1,041,132	\$ 19,781,516
2022	\$ 21,995,681	\$ 13,785	\$ 1,100,473	\$ 20,908,993
2023	\$ 23,240,423	\$ 15,203	\$ 1,162,781	\$ 22,092,845
2024	\$ 24,547,402	\$ 16,692	\$ 1,228,205	\$ 23,335,889
2025	\$ 25,919,729	\$ 18,255	\$ 1,296,899	\$ 24,641,085
2026	\$ 27,360,673	\$ 19,896	\$ 1,369,028	\$ 26,011,541
2027	\$ 28,873,665	\$ 21,620	\$ 1,444,764	\$ 27,450,520
2028	\$ 30,462,305	\$ 23,429	\$ 1,524,287	\$ 28,961,448
2029	\$ 32,130,378	\$ 25,329	\$ 1,607,785	\$ 30,547,922
	\$ 323,493,854	\$ 210,713	\$ 16,185,228	\$ 307,519,339

Notes:

- (1) Redevelopment Authority is scheduled to terminate December 31, 2029
- (2) Base Year is Tax Year 1999
- (3) Tax Year 2016 Certified Property Values based on Harris County Appraisal District Report as of May 12, 2017
- (4) Collection rate for Tax Year 2016 to Tax Year 2029 estimated at 97%

EXHIBIT 3a - Revenue Schedule City of Houston - Original Area

Tax Year(1)	Base Value (2)	Projected Value (3)	Captured Appraised Value	Collection Rate (4)	Tax Rate	Increment Revenue
2016	\$ 509,671,530	\$ 3,265,825,002	\$ 2,756,153,472	97.00%	0.58642	\$ 15,677,756
2017	\$ 509,671,530	\$ 3,429,116,252	\$ 2,919,444,722	97.00%	0.58642	\$ 16,606,602
2018	\$ 509,671,530	\$ 3,600,572,065	\$ 3,090,900,535	97.00%	0.58642	\$ 17,581,889
2019	\$ 509,671,530	\$ 3,780,600,668	\$ 3,270,929,138	97.00%	0.58642	\$ 18,605,941
2020	\$ 509,671,530	\$ 3,969,630,701	\$ 3,459,959,171	97.00%	0.58642	\$ 19,681,196
2021	\$ 509,671,530	\$ 4,168,112,236	\$ 3,658,440,706	97.00%	0.58642	\$ 20,810,213
2022	\$ 509,671,530	\$ 4,376,517,848	\$ 3,866,846,318	97.00%	0.58642	\$ 21,995,681
2023	\$ 509,671,530	\$ 4,595,343,741	\$ 4,085,672,211	97.00%	0.58642	\$ 23,240,423
2024	\$ 509,671,530	\$ 4,825,110,928	\$ 4,315,439,398	97.00%	0.58642	\$ 24,547,402
2025	\$ 509,671,530	\$ 5,066,366,474	\$ 4,556,694,944	97.00%	0.58642	\$ 25,919,729
2026	\$ 509,671,530	\$ 5,319,684,798	\$ 4,810,013,268	97.00%	0.58642	\$ 27,360,673
2027	\$ 509,671,530	\$ 5,585,669,038	\$ 5,075,997,508	97.00%	0.58642	\$ 28,873,665
2028	\$ 509,671,530	\$ 5,864,952,490	\$ 5,355,280,960	97.00%	0.58642	\$ 30,462,305
2029	\$ 509,671,530	\$ 6,158,200,114	\$ 5,648,528,584	97.00%	0.58642	\$ 32,130,378
	\$ 7,135,401,420	\$ 64,005,702,354	\$ 56,870,300,934			\$ 323,493,854

Notes:

- (1) Redevelopment Authority is scheduled to terminate December 31, 2029
- (2) Base Year is Tax Year 1999
- (3) Tax Year 2016 Certified Property Values based on Harris County Appraisal District Report as of May 12, 2017
- (4) Collection rate for Tax Year 2016 to Tax Year 2029 estimated at 97%
- (5) Assumed annual growth rate of 5%

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

AGENDA MEMORANDUM

TO: Memorial City Redevelopment Authority TIRZ No. 17 Board of Directors
FROM: Executive Director
SUBJECT: Agenda Item Materials

4. Agreement with the Goodman Corporation.



HOUSTON:
3200 Travis Street
Suite 200
Houston, TX 77006
(713) 951-7951
THEGOODMANCORP.COM

AUSTIN:
1715 6th Street
Suite 112
Austin, TX 78702
(512) 236-8002

MEMO

To: Scott Bean, MCRA Administrator; Karen Glynn, P.E., City of Bunker Hill Administrator
From: Jim Webb, The Goodman Corporation
Date: July 11, 2017
Re: Pursuit of Funding for Memorial Drive Related Projects

Background

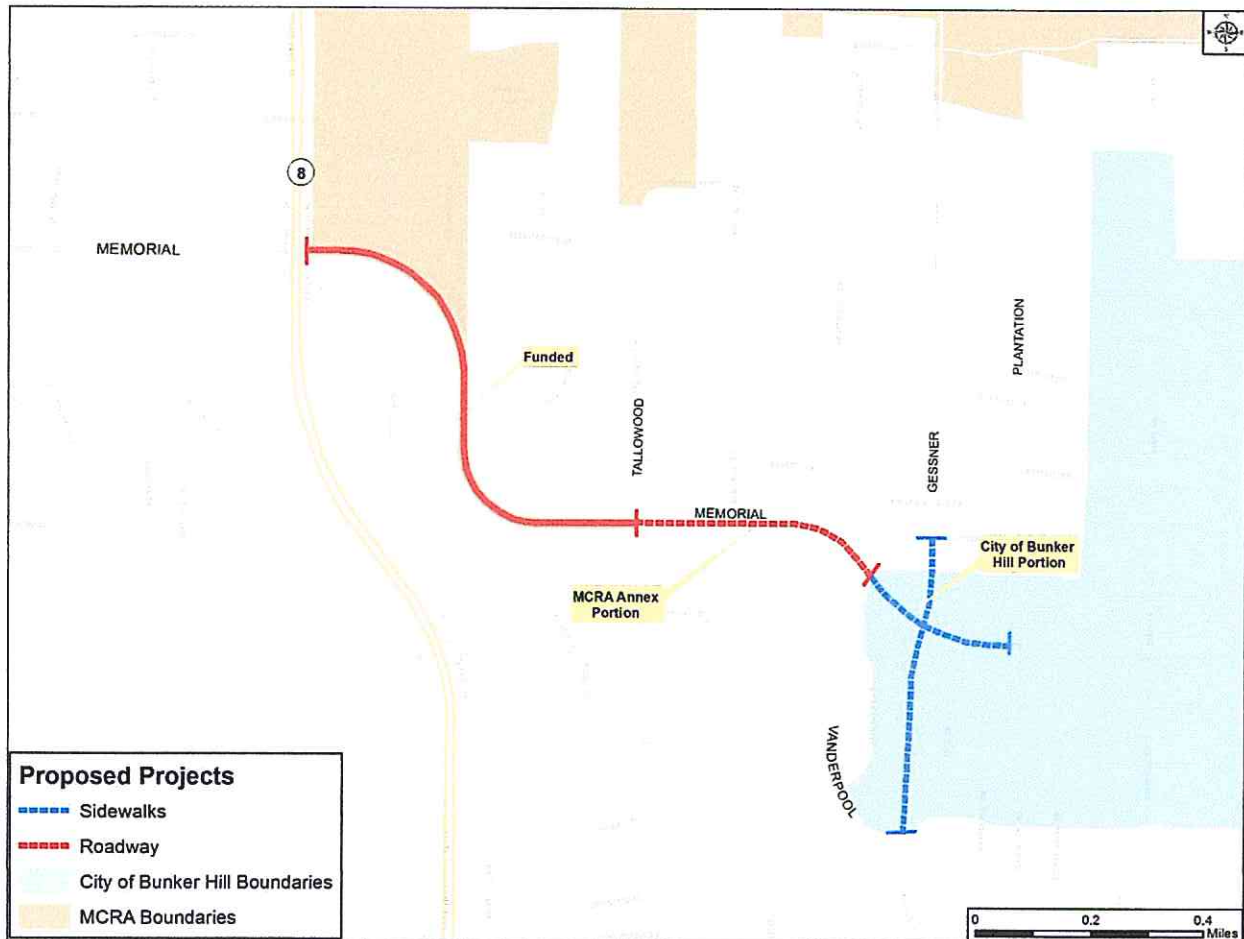
In 2015 the Memorial City Redevelopment Authority (MCRA), with assistance from The Goodman Corporation (TGC) applied for and was awarded \$10.4M in Surface Transportation – Mobility funding for the reconstruction of Memorial Drive from Beltway 8 to Tallowood Road. Since then, H-GAC has programmed a full federal amount of \$13,705,600 to compensate for inflation and rising construction costs. This project is currently scheduled for a letting in FY19 (Sept – Aug) and an advance funding agreement (AFA) is pending with TxDOT.

It is my understanding that the City of Houston is exploring the ability to annex an additional portion of Memorial Drive, approximately 2,320 linear feet from Tallowood Road to approximately Tealwood Drive, to be consistent with the City of Houston limits in this area. If completed, the MCRA would then also reconstruct that portion of Memorial Drive to match the proposed cross-section to the west. This congruence of the corridor is important because the proposed cross-section includes the potential to greatly improve pedestrian safety and transit access via 6' sidewalks and a potential 10' shared-use path.

This continuity can be further increased if the City of Bunker Hill is able to reconstruct a portion of Memorial Drive within its City limits, between Tealwood Drive and Plantation (approximately 1,500 linear feet). As a whole, the City of Bunker Hill is interested in the following project components:

- The reconstruction of Memorial Drive between Tealwood and Plantation to include sub-surface utilities, drainage, pedestrian accommodations, and functional landscaping.
- The reconstruction of the northbound lanes of Gessner between Memorial Drive and the southern City limits (to include additional stormwater conveyance)
- The construction of sidewalks along both sides of Gessner between Beauregard Drive and the southern City limits in order to improve safe school access to Frostwood Elementary School.
- The reconstruction of the intersection at Gessner Rd and Memorial Drive.

Figure 1: Project Limits



It is my recommendation that these scopes of work be combined and submitted as one grant application via the anticipated upcoming H-GAC Call for Projects or via an upcoming federally driven discretionary grant program. Independently, each scope element is likely too small to be considered a contender for grant funding, however, when viewed holistically, especially in relation to the currently funded portion of Memorial Drive, I believe that this project would contend well for funding, especially given the proximity to Frostwood Elementary and the pedestrian safety benefits derived from the project

In order to do this, I recommend an interlocal agreement (ILA) between the MCRA and the City of Bunker Hill with an agreement for one agency to be the listed project sponsor (or lead agency) and for that ILA to delineate an agreed upon share of funding responsibilities relative to planning, grant application preparation, design, grant administration, and construction. TGC is able to provide a draft ILA for consideration and further revision.

The scope of services on the following pages delineates a proposal from TGC to develop the technical, planning, and benefits information and garner stakeholder support needed to ensure the project is most competitive for funding opportunities. Note that the proposed cost share between the two entities is derived on a percentage basis based on the current estimated construction cost of the individual project segments.

CITY OF BUNKER HILL AND MEMORIAL CITY REDEVELOPMENT AUTHORITY – 2017 TIP CALL FOR PROJECTS

The Goodman Corporation (TGC) has prepared a Scope of Services for the completion of planning and pursuit of funding work in support of a joint grant application between the City of Bunker Hill and the Memorial City Redevelopment Authority for the following project and subsequent project elements:

Memorial Drive

- Tallowood Road to Plantation Road
 - Complete reconstruction of facility to include sub-surface utilities, drainage, pedestrian accommodations, and functional landscaping.
- Reconstruction of the intersection at Gessner Road and Memorial Drive
 - To include the upgrade of the existing span-wire signalization to pole and mast-arms as well as the reconstruction of all legs of the intersection (to include pedestrian accommodations) to a logical termini

Gessner Road

- Beauregard Drive to Vanderpool Lane/Bunker Hill City limits
 - 5+ foot concrete sidewalks on both sides of the street with associated ramps
- Reconstruction of northbound travel lanes from southern City limits to Memorial Drive to include drainage facilities.

Task I: Completion of Project Planning Documentation in Support of a Full Grant Application

TGC staff will complete project planning work for the projects listed above in order to further develop the candidate project and to explore and define the reasons why funding partners should invest in the project. Specific activities will include:

- Assistance towards the completion and documentation of interlocal agreements between the City of Houston, Memorial City Redevelopment Authority, and the City of Bunker Hill Village relative to cost sharing, maintenance, and operations.
- Narrative and graphical description of the project limits and existing/proposed conditions. Photographs documenting existing conditions completed via field investigation.
- The identification of project termini, scope, purpose, and need.
- The development of project cost estimates to include the delineation of all cost items and their eligibility as well as estimates for soft costs and/or TxDOT administrative fees (which would coincide with a successful grant award). Completion of a grant application budget to include delineation of cost components.

- Documentation of local and regional plans, documents, and adopted strategies that support the purpose and need of the candidate project.
- The identification of project activity centers, transit routes, and bike corridors within ½ mile of the project limits.
- The assembly of relevant and publically available transportation related data to include recent traffic counts, transit ridership, and crash data.
- The completion of a pavement condition assessment per grant criteria.
- Completion of a benefit-cost analysis associated with the areas of: state of good repair, safety, connectivity, access, and congestion.
- Completion of a preliminary desktop environmental assessment to be used to identify barriers to funding and for use towards a future request for a Categorical Exclusion and Phase I Environmental Site Assessment (ESA). Areas of analysis include right-of-way, environmental justice, historical resource survey, hazardous material survey, wetlands, endangered species, and public involvement.

Deliverables: Generation of a report for the candidate project that outlines the information outlined above that will be used as the basis for grant applications and to garner public support.

Cost: \$38,170

Time Frame: 4 Months

Task 2 – Project Support, Pursuit of Funding, and Grant Application Preparation

TGC will identify and pursue funding opportunities relative to the project described in Task 1. In support of this pursuit of funding, TGC will provide the project partners with program coordination activities that are necessary for project planning and financing. Coordination activities will occur between the following agencies: the City of Houston, the City of Bunker Hill, The Memorial City Redevelopment Authority, the Houston-Galveston Area Council (H-GAC), the Metropolitan Transit Authority of Harris County (Houston METRO), the City of Houston, Harris County, the Texas Department of Transportation (TxDOT), Federal Transit Administration (FTA), Federal Highway Administration (FHWA), and any other applicable agencies.

Activities will include:

- Monitor, attend, and facilitate meetings, conference calls, and workshops related to the pursuit of funding. Anticipated meetings include: City of Bunker Hill Council meetings, MCRA meetings, H-GAC TAC and TPC meetings, meetings for project support with Spring Branch ISD, COH Council District G, TxDOT, Houston METRO, State Senator Paul Bettencourt and State Representative Jim Murphy, Congressman John Culberson, and Texas US Senators.

- Monitor groups such as H-GAC, TxDOT, FTA, FHWA, and other entities who release periodic calls-for-projects that will be available to fund the CIP candidate projects.

TGC will also complete one grant application for either the H-GAC Call for Projects or other discretionary grant opportunity (if announced and agreed to by the project partners). This includes the attendance at all workshops, grant-related functions, the preparation and acquisition of letters of support, and the submission of a full application.

Deliverables: Attend all H-GAC TAC/TPC and Transportation Improvement Program (TIP) subcommittee meetings. Monitor H-GAC Call for Projects process. Attend City of Bunker, Memorial City Redevelopment Authority, and other partner agency meetings as necessary. Provide updates on all upcoming DOT, HUD, TCEQ, NEA and TCA discretionary funding opportunities. Coordinate meetings and discussions with representatives of H-GAC, TxDOT, FTA, the City of Houston and agencies as needed to assist in project development. Documentation provided via monthly progress reports.

Cost: \$27,980

Time Frame: 12 Months

SCHEDULE (MONTHS)												
	1	2	3	4	5	6	7	8	9	10	11	12
Task 1												
Task 2												

Progress payments will be made based on the percentage of completion of each task. Monthly invoices, including progress reports, will be provided commensurate with the percentage of the task completed each month.

BUDGET SUMMARY		
TASK	DESCRIPTION	COST
1	Completion of Project Planning Documentation in Support of a Full Grant Application	\$38,170
2	Project Support, Pursuit of Funding, and Grant Application Preparation	\$27,980
	TOTAL	\$66,150

COST SHARE		
AGENCY	FUNDING PERCENTAGE BASED ON ESTIMATED CONSTRUCTION COST	ASSOCIATED COST
Memorial City Redevelopment Authority	Estimated Cost of MCRA Portion: \$8,000,000 Percentage of Total = 59%	\$39,029
City of Bunker Hill Village	Estimated Cost of Bunker Hill Portion = \$5,500,000 Percentage of Total = 41%	\$27,121
TOTAL	Total Cost = \$13,500,000	\$66,150

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

AGENDA MEMORANDUM

TO: Memorial City Redevelopment Authority TIRZ No. 17 Board of Directors
FROM: Executive Director
SUBJECT: Agenda Item Materials

5. Streetlight Agreement for N. Gessner.

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

AGENDA MEMORANDUM

TO: Memorial City Redevelopment Authority TIRZ No. 17 Board of Directors
FROM: Executive Director
SUBJECT: Agenda Item Materials

6. Assignment of the Streetlight Agreement.

ASSIGNMENT OF STREET LIGHT AGREEMENT

TIRZ 17 Redevelopment Authority aka Memorial City Redevelopment Authority, a not-for-profit local government corporation (herein called "Assignor"), hereby assigns to **Harris County Municipal Management District No. 1 aka Memorial City Management District**, a municipal management district created by the state of Texas (herein called Assignee), all of its continuing obligations and responsibilities under Article 3 of that certain agreement listed below, a copy of which is attached hereto as Exhibit "A" (the "Agreement"):

STREET LIGHT AGREEMENT BY AND BETWEEN THE CITY OF HOUSTON, TEXAS AND MEMORIAL CITY REDEVELOPMENT AUTHORITY DATED APRIL 7, 2009.

By execution of this Assignment, Assignee hereby accepts such assignment and assumes all of Assignor's continuing obligations and responsibilities under Article 3 of the Agreement. The Assignor and Assignee agree that this Assignment is a contract and that the Assignor's installation of the street lights in the Assignee's service area, as further described in the Agreement, and the assumption of certain obligations and responsibilities by Assignee, is valid and sufficient consideration.

Assignor represents and warrants to Assignee that Assignor is in full compliance with the terms and conditions of the Agreement and that it is not in default under any provision of the Agreement.

Executed this ____ day of _____, 20__.

ASSIGNOR:

TIRZ 17 REDEVELOPMENT AUTHORITY
aka Memorial City Redevelopment Authority

Chair, Board of Directors

ASSIGNEE:

HARRIS COUNTY MUNICIPAL
MANAGEMENT DISTRICT NO. 1
aka Memorial City Management District

President, Board of Directors

073497
NCA

**STREET LIGHT AGREEMENT
BY AND BETWEEN
THE CITY OF HOUSTON, TEXAS AND
MEMORIAL CITY REDEVELOPMENT AUTHORITY**

This Street Light Agreement ("Agreement") is made by and between the **City of Houston, Texas** (the "City"), a municipal corporation and a home-rule city of the State of Texas, and the **TIRZ 17 Redevelopment Authority aka Memorial City Redevelopment Authority**, a not-for-profit local government corporation acting on behalf of the City, acting by and through its Board of Directors (the "Authority").

WITNESSETH:

WHEREAS, by Resolution No. 2002-26 of the City Council of the City, adopted on August 14, 2002, the City authorized the creation of the Authority to aid, assist and act on behalf of the City in the performance of the City's governmental and proprietary functions with respect to the common good and general welfare of the TIRZ 17 and neighboring areas of the City; and

WHEREAS, the Authority desires to construct and install certain projects related to the improvement of the TIRZ 17 area of the City, including the acquisitions and maintenance of street lighting improvements; and

WHEREAS, the TIRZ 17 area is a unique area within the City with higher-than-average transit use, significant curb parking, dense development, high pedestrian/vehicle interaction, and significant night time activity; and

WHEREAS, the Authority has determined that the TIRZ 17 area will benefit from the acquisition, installation, operation, and maintenance of street lights throughout the TIRZ 17 area that utilize metal halide technology; and

WHEREAS, the TIRZ 17 area has lighting applications that are unique and specific to the TIRZ 17 area; and

WHEREAS, all of the proposed street lighting improvements will be situated on rights of way of public streets and roads, and therefore the City's consent is required to install such improvements; and

WHEREAS, the City wishes to give its consent in this Agreement to allow the Authority to install street lights utilizing metal halide technology and to increase the number of street lighting poles provided the Authority agrees to be responsible for the increased operation and maintenance costs associated with such technology, if any, in accordance with this Agreement; and

WHEREAS, the City pays a third party to operate street lighting to illuminate public roadways; and

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and agreements herein contained, the City and the Authority agree as follows:

ARTICLE 1 DEFINITIONS

1.01 Definitions. As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and the Authority.

"Authority" is defined in the preamble and includes its successors and assigns.

"Authority Service Area" means the area within which the Authority is authorized to provide services which is described in Exhibit "A".

"Basic Street Lighting" means the minimum standards for the type and placement of poles, lamps and luminaries as defined in Exhibit "B," or as modified by future minimum standards established by the City, and are owned, operated and maintained by the Utility.

"Calendar Year" means a year beginning on January 1st and ending on December 31st.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City Forester" means that person employed by the City to coordinate forestry services.

"Countersignature Date" means the date shown as the date countersigned on the signature page of this Agreement by the City Controller.

"Director" means the Director of the Department of Public Works and Engineering of the City or his or her designee.

"Enhanced Street Lighting" means street lights that are owned, operated and maintained by the Utility and either (i) utilize metal halide (MH) lamps for street lighting or (ii) utilize high-pressure

sodium (HPS) lamps and the number of lamps requested for installation exceeds the number of lamps estimated to be required by Basic Street Lighting by more than 30 percent.

"Enhanced Street Lighting Master Plan" or "Master Plan" means the proposed styles, types, and placements of Enhanced Street Lighting for the Authority Service Area as described in Exhibit "C", and as amended through future actions.

"Fiscal Year" means the City's fiscal year which begins on July 1st and ends on June 30th.

"Net Operating Cost Difference" means the Operating Cost Difference less the amount owed the City as a result of agreements with other entities, if any, for reimbursement of Enhanced Street Lighting operating costs in the Authority Service Area.

"Operating Cost" means the total cost of either Basic Street Lighting or Enhanced Street Lighting including tariff costs and electricity costs as established by the Utility. Operating costs for different types of street lights are shown in Exhibit "D."

"Operating Cost Difference" means the difference between (i) the City's cost paid to the Utility to operate Enhanced Street Lighting along given street segments within the Authority Service Area in any given time period during the term of this Agreement and (ii) the City's estimated cost to operate Basic Street Lighting along the same street segments for the Authority Service Area during the same time period. The methodology to estimate Basic Street Lighting is shown in Exhibit "B."

"Party" or "Parties" means the City and/or the Authority.

"Retail Electric Provider (REP)" means any of the companies designated by the Public Utility Commission of Texas to sell electricity to customers located in Texas.

"Transmission and Distribution Utility (TDU)" means the Public Utility Commission of Texas regulated owner or operator of the transmission and distribution equipment or facilities used to transmit and/or distribute electricity services to the City.

"Utility" means either the REP or TDU, as appropriate, to whom the City directly pays monies to provide street lighting service.

1.02 Singular and Plural.

Words used herein in the singular, where the context so permits, also includes the plural and vice versa. The definitions of words in the singular herein also apply to such words used in the plural where the context so permits and vice versa.

1.03 Controlling Parts

If a conflict among the sections and exhibits arises, the sections control over the exhibits.

ARTICLE 2

DESIGN AND INSTALLATION OF STREET LIGHTS

2.01 Type and Placement of Enhanced Street Lighting.

The City generally agrees to the installation of Enhanced Street Lighting in accordance with the Master Plan however, in no case will new Enhanced Street Lighting be installed that results in light levels on roadways being less than that provided by Basic Street Lighting. Exhibit "E" lists the type, placement and cost of Enhanced Street Lighting already approved by the Authority and the City for use in the Authority Service Area. These approvals are in conformance with the Master Plan. The City agrees to use the Master Plan as specified in Exhibit "C". The City may use other street light types and placements on a temporary basis for maintenance and construction activities. The Authority agrees that Enhanced Street Lighting will be installed only in whole block segments (both sides of the street) except (i) where it is known that planned and funded public infrastructure work is scheduled to occur on that block in the near future or (ii) with the prior, written consent of the Director. The Director may authorize the Utility to modify the number, general spacing and type of Enhanced Street Lighting from those outlined in Exhibit "C." The Director will notify the Authority of the proposed modifications. If the Authority does not agree with the Director's proposed modifications, it will not be obligated to pay for any increased costs, to include operating costs, associated with the modifications.

2.02 Spacing of the Enhanced Street Lighting.

The Director will determine final spacing of Enhanced Street Lighting in accordance with the Master Plan. When there is a substantial deviation from the Master Plan in order to achieve minimum lighting levels, as determined by the City, or future minimum standard established by the City, the Director will review such changes with the Authority; however, any such review shall not override the Director's determination of final spacing.

2.03 Purchase of New Enhanced Street Lighting.

The City will not be responsible for funding the purchase of the Enhanced Street Lighting called for in this Agreement. When street lighting is requested in the Authority Service Area by any entity, the City will authorize only the use of Enhanced Street Lighting in accordance with the Master Plan, subject to the provisions of this Agreement, and the entity must fund the acquisition, installation and operating cost of the Enhanced Street Lighting. If there are circumstances that prevent the use of Enhanced Street Lighting in accordance with the Master Plan, then the Director may authorize the use of other street light designs after review and consultation with the Authority. If no such funding is in

place, the Director will coordinate with the Authority to determine if the Authority is willing to fund the purchase and relevant costs of any additional Enhanced Street Lighting. If the Authority chooses to not fund the purchase and relevant costs of additional Enhanced Street Lighting, then the Director may authorize use of Basic Street Lighting in that location. The Authority will not be responsible for the purchase of any Enhanced Street Lighting that is not of the design described in the Master Plan without its prior written consent to purchase.

This Agreement is subject to City of Houston Code of Ordinances, Section 40-3, which addresses street lighting that is requested by an entity other than the City prior to the time it is scheduled to be installed by the City.

ARTICLE 3

FUNDING OF STREET LIGHT OPERATION AND MAINTENANCE

3.01 Continuation of Current Procedures.

This Agreement does not change in any way the City's relationship with its Utility with regard to funding operation of either Basic Street Lighting or Enhanced Street Lighting owned and maintained by the Utility.

3.02 Reimbursement for Additional Costs.

The Authority shall reimburse to the City on an annual basis the Net Operating Cost Difference. Such difference will be calculated at the end of each Calendar Year. The Director will prepare and submit an invoice to the Authority stating both the Operating Cost Difference and the Net Operating Cost Difference.

3.03 Payment Schedule.

The Authority shall pay the City the Net Operating Cost Difference within 60 days following receipt of an invoice from the Director. If the Authority fails to pay the City within 30 days after payment is due, then the City may alter, reduce or authorize other such changes to the Enhanced Street Lighting to reduce its costs. The Authority shall pay for such changes. This provision does not release the Authority from its obligations to pay the past due amount.

3.04 Reimbursement of Costs by Other Entities.

This Agreement does not preclude in any way the City or the Authority from entering into agreements with other entities to fund operating costs for Enhanced Street Lighting within the Authority Service Area. The Director will only authorize designs and locations described in Exhibit "C" except as provided in this Agreement. The Authority will not be responsible for reimbursement of

operating costs resulting from Enhanced Street Lighting installed by agreement with another entity. Upon execution of such agreements, the City will notify the Authority of the geographic scope so that the Authority can ensure that impacted Basic Street Lighting and Enhanced Street Lighting are excluded from its payments and statements. If another entity fails to reimburse the City for operating costs, then the Director may alter, reduce or authorize other such changes to Enhanced Street Lighting to reduce its costs; however, prior to such action, the Director will coordinate with the Authority to give the Authority the option to assume the operating costs in question. The Authority will not be billed for the City's costs to authorize changes to reduce costs after failure to pay by another entity. The Authority may inquire about existence of agreements with other entities. The Director will respond to such inquiries within 60 days.

3.05 Adjustments to Operating Cost Difference.

The Operating Cost Difference will change to reflect changes in Operating Costs billed to the City by the Utility. The City will cause the Utility to document changes in Operating Costs and to include in its documentation the quantity and duration of Enhanced Street Lighting removed for construction. The City will provide to the Authority a copy of such documentation upon request.

3.06 Tree Maintenance.

The Authority will cause trees to be trimmed to minimize interference with Enhanced Street Lighting installed as part of this Agreement. The Director may require the Authority to trim trees where such trees cause light levels on roadways to fall below the equivalent of Basic Street Lighting as determined by the Director. The Authority will coordinate with the City Forester prior to commencing any tree trimming activities. If the Authority does not trim trees as required, the City Forester will notify the Authority that it may cause such trimming to be undertaken but will give the Authority 30 days from the date of notice to perform such activities. After 30 days, if the City Forester does undertake the tree trimming, the costs associated with such trimming shall be charged to the Authority.

ARTICLE 4

MISCELLANEOUS

4.01 Term and Termination.

This Agreement shall become effective on the date of countersignature by the City Controller ("Effective Date") and shall remain in full force and effect until December 31, 2011, and thereafter shall be automatically renewed for consecutive three (3) year periods. If the Director or the Authority chooses not to renew this Agreement that Party shall notify the other Party at least one year in advance

of the expiration of the then-current period. During the initial term of this Agreement or during any renewal term of this Agreement a Party may terminate its performance under this Agreement only upon default by the other Party of any terms and provisions of this Agreement or with the written consent of the other Party. Upon notice of termination of this Agreement by the Authority, the Director may alter, reduce, or authorize other such changes to Enhanced Street Lighting to reduce costs and the Authority shall pay for such changes within sixty (60) days of receiving an invoice from the City. This Agreement may also be terminated by mutual agreement of the Authority and Director in writing at any time during the term of this Agreement, and such termination shall be effective as of the date stated in the written mutual agreement.

4.02 Termination for Cause.

Without the written consent of the other Party, a Party may terminate its performance under this Agreement only upon default by the other Party. Default by a Party shall occur if the Party fails to perform or observe any of the terms and conditions of this Agreement required to be performed or observed by that Party. If a default occurs, the injured party shall deliver a written notice to the defaulting party describing the default and the proposed termination date. The date must be at least 30 days after the defaulting party's receipt of the notice. The injured party, at its sole option, may extend the proposed termination date to a later date. If the defaulting party cures the default before the proposed termination date, the proposed termination is ineffective. If the defaulting party does not cure the default before the proposed termination date, the injured party may terminate its performance under this Agreement on the termination date. The Director shall act on behalf of the City to notify the Authority of a default and to effect termination.

4.03 Notification of Planned Purchases.

The Authority will notify the City by February 1 prior to each City Fiscal Year of its intent to fund new Enhanced Street Lighting during that Fiscal Year to assist the City in its budget planning process; however, the Authority will not be responsible for notifying the City of requests by other entities over which it has no control.

4.04 Notices.

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by rapid transmission confirmed by mailing written confirmation at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party at the following addresses:

City of Houston
Director
Department of Public Works and Engineering
City of Houston
P.O. Box 1562
Houston, Texas 77251

TIRZ 17 Redevelopment Authority
820 Gessner, Suite 1530
Houston, TX 77024
Attn. Executive Director

Each Party may change its address by written notice to the other Party in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed, any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, an authorized officer of the City or Authority, as the case may be.

4.05 Approval by the Parties.

Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that such approval or consent shall not be unreasonably withheld or delayed.

4.06 Amendments and Waivers.

Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the City and all remaining parties in legal existence at the time of the amendment or waiver. No course of dealing on the part of either Party, nor any failure or delay by either Party with respect to exercising any right, power or privilege of that Party under this Agreement, shall operate as a waiver thereof, except as otherwise provided in this Section.

4.07 Invalidity.

In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provisions of this Agreement.

4.08 Successors and Assigns.

Neither Party to this Agreement shall have the right to assign its rights under this Agreement or any interest herein, without prior written consent of the other Party; provided, however, the Authority shall be authorized to assign its obligations under this Agreement to the Memorial City Management

District and the City hereby consents to such assignment. The City agrees that upon written notice to the Director of such assignment, the Director will submit invoices required by Section 3.02 to the Memorial City Management District in lieu of the Authority.

4.09 Exhibits: Titles of Articles, Sections and Subsections.

The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to this Agreement between the parties hereto. Any reference herein to a Section or Subsection shall be considered a reference to such Section or Subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

4.10 Applicable Laws.

This Agreement is subject to all laws of the State of Texas, the City Charter and Ordinances of the City of Houston, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body or officer having jurisdiction, including the City's Charter and Code of Ordinances. Venue for any litigation relating to this Agreement shall be Harris County, Texas.

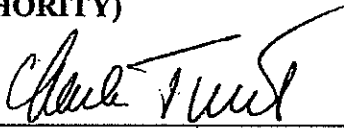
4.11 Entire Agreement.

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

[EXECUTION PAGE FOLLOWS]

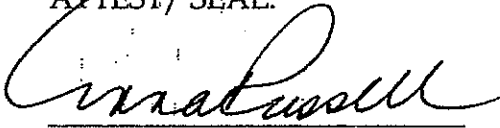
IN WITNESS HEREOF, the City and the Authority have made and executed this Agreement in multiple copies, each of which is an original.

**TIRZ 17 REDEVELOPMENT AUTHORITY (AKA
MEMORIAL CITY REDEVELOPMENT
AUTHORITY)**


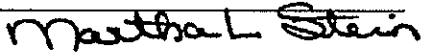
By: 
Name: Chuck Turet
Title: Chairman

THE CITY OF HOUSTON, TEXAS


ATTEST/ SEAL:


City Secretary

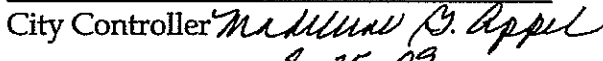
Signed by:


Mayor 

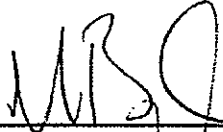
APPROVED:


Director, Department of
Public Works and Engineering
8-25-09

COUNTERSIGNED BY:



City Controller
8-25-09

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to be 'MRS. Q', written over a horizontal line.

Assistant City Attorney

L.D. File No: 0750900013001

List of Exhibits

- Exhibit A: Authority Service Area
- Exhibit B: Basic Street Lighting Minimum Standards
- Exhibit C: Enhanced Street Lighting Master Plan
- Exhibit D: Operating Cost for Street Lighting
- Exhibit E: List of Approved Enhanced Street Lighting

Exhibit "A"

Map Showing Boundaries of District Service Area

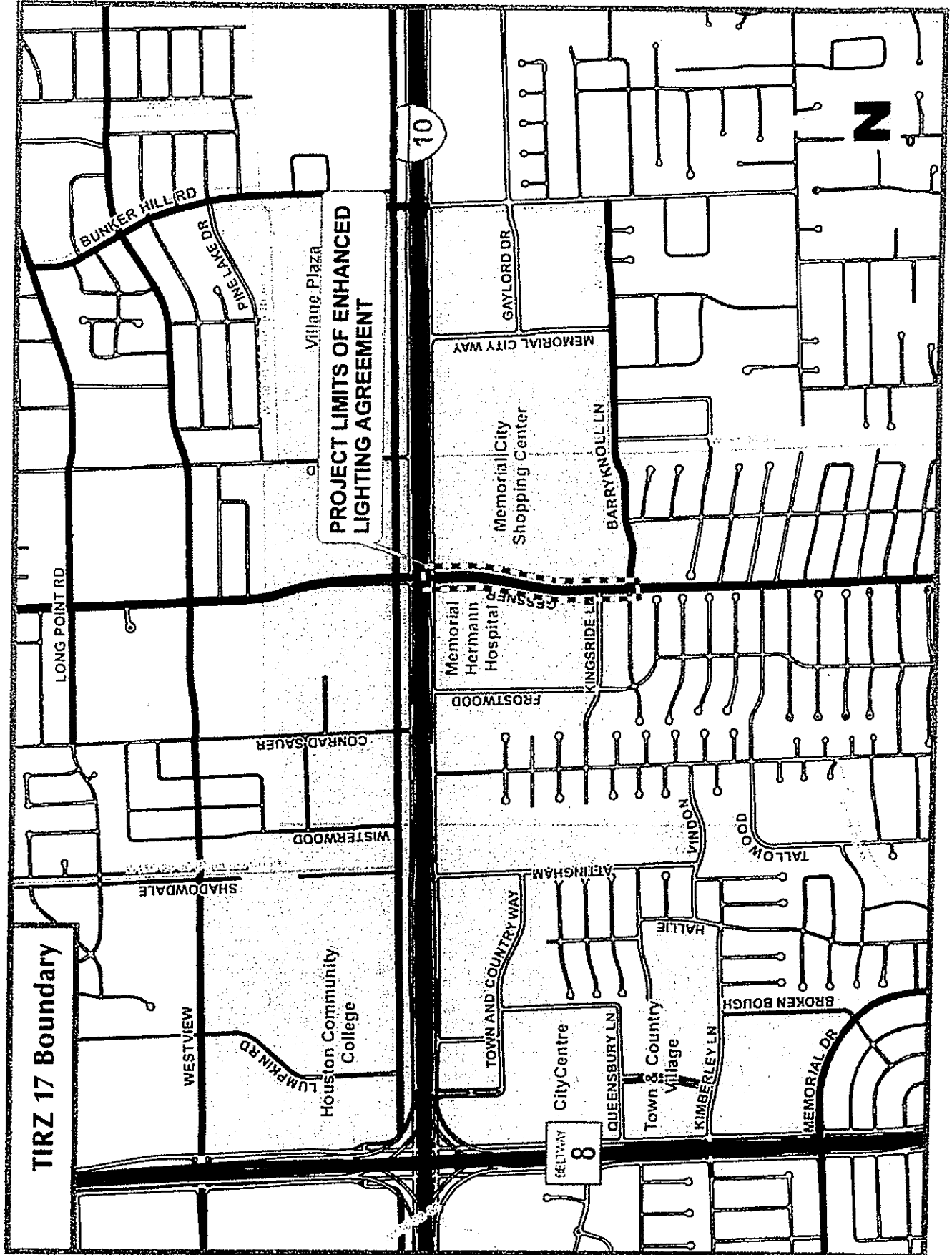


Exhibit "B"

Additional Definitions and Parameters

City of Houston Street Lighting program
Basic Street Lighting
Definitions and Parameters

1. Roadway – Includes all vehicular travel lanes, on-street bike lanes, and esplanades. It does not include adjacent sidewalks or trails outside of the roadway.
2. Roadway segment – A portion of roadway beginning and ending at the centerline of any intersecting street. Length is measured along the centerline of the roadway.
3. Roadway width – Measured between faces of curbs or edges of pavement, as appropriate, for contiguous portions of roadways.
4. Standard Street light
 - a. Counted by number of lamps
 - b. “Cobra” style luminaire with single lamp, full or partial cut-off, Type III light distribution, mounted on wood pole or direct-embedded metal pole. Street lights will be installed on existing wood power distribution poles as the first alternative.
 - c. High pressure sodium (HPS) lamp of the following wattage:
 - i) 250 watt along designated major thoroughfares and within CBD
 - ii) 150 watt along designate collectors and all local streets within predominately or solely commercial or industrial areas
 - iii) 100 watt along all other streets
 - d. Height of luminaire typically 32’ measured from pavement surface to center of lamp. Where tree canopies or other overhead obstructions exist, shorter poles may be considered.
5. Conductors
 - a. Overhead utilizing existing wood pole distribution and intermediate wood poles
 - b. Underground within protective conduit or direct burial
 - c. Choice between overhead or underground conductors is determined by the Utility
6. Types and styles
 - a. Held consistent throughout street segment
 - b. Paired installations that differ between opposite sides of the roadway segment but not within medians
7. Placement
 - a. Undivided roadways < 44 feet wide – Staggered along both sides
 - b. Undivided roadways \geq 44 feet wide – Paired along both sides
 - c. Divided roadways – Paired along either both sides or within median
 - d. Intersections of public roadways have priority of placement
 - e. Minimize adverse visual impacts or light trespass issues for adjacent properties
 - i) Place street lights at property lines if possible
 - ii) Place street lights away from front entrances or front windows of homes
 - iii) Place street lights as far as possible from second and third floor windows
 - iv) Consider house-side lamp shielding for critical locations

Exhibit "C"

Enhanced Street Lighting Plan

.....

.....

**Enhanced Street Lighting Master Plan
For Memorial City
Exhibit "C"**

The Enhanced Street Lighting Master Plan applies to Gessner Road between IH-10 and Barryknoll Dr. This area is within the boundaries of Memorial City Redevelopment Authority/Tax Increment Reinvestment Zone Number Seventeen, City of Houston, as illustrated on the attached map.

The decorative street lighting fixture for the Memorial City area will be mounted to a fluted pole with a 20-foot height elevation. The pole is a galvanized powder coated finish to be mounted either by direct embedding or on a base mount. It will be spaced approximately two feet behind the curb or the roadway at 180-foot intervals as recommended by CenterPoint Energy. The lamp is a turn of the century coach-like design with a photocell to determine when illumination is needed. A 250-watt metal halide lamp with reflectors to direct and disperse the lighting for specific areas provides the light fixture illumination.

Exhibit "D"

Table of Costs as of Effective Date

Customer Cost Quotes for Street Lighting

Effective 12/01/08 to 12/31/2008

STREET LIGHT TYPES				Monthly Tariff Rate per Light	Power Cost @ \$0.09624 per KWH	Excess Mitigation Credit @ \$0.000000 per KWH	Nuclear Decom. Charge @ \$0.000025 per KWH	Transition Charges @ \$0.005678 per KWH	System Benefit Fund @ \$0.000655 per KWH	Costs Per Street Light Type	
Lumen Output	Wattage	Power/Mo nth, KWH	Description							Power Feed	Par Month
9500	100	38	HPSV-STD SGL	UG	\$ 13.789050	\$ 3.65712	\$ 0.00095	\$ 0.21576	\$ 0.02489	\$ 17.69	\$ 212.25
9500	100	38	HPSV-STD TWIN	UG	\$ 8.519050	\$ 3.65712	\$ 0.00095	\$ 0.21576	\$ 0.02489	\$ 12.42	\$ 149.01
9500	100	38	HPSV-BRACKET	OH	\$ 3.489050	\$ 3.65712	\$ 0.00095	\$ 0.21576	\$ 0.02489	\$ 7.39	\$ 88.65
9500	100	38	HPSV-NEW WOOD	OH	\$ 3.489050	\$ 3.65712	\$ 0.00095	\$ 0.21576	\$ 0.02489	\$ 7.39	\$ 88.65
16000	150	58	HPSV-STD SGL	UG	\$ 16.958550	\$ 5.58192	\$ 0.00145	\$ 0.32932	\$ 0.03799	\$ 22.91	\$ 274.91
16000	150	58	HPSV-STD TWIN	UG	\$ 9.978550	\$ 5.58192	\$ 0.00145	\$ 0.32932	\$ 0.03799	\$ 15.93	\$ 191.15
16000	150	58	HPSV-BRACKET	OH	\$ 3.488550	\$ 5.58192	\$ 0.00145	\$ 0.32932	\$ 0.03788	\$ 9.44	\$ 113.27
16000	150	58	HPSV-NEW WOOD	OH	\$ 3.488550	\$ 5.58192	\$ 0.00145	\$ 0.32932	\$ 0.03788	\$ 9.44	\$ 113.27
25500	250	106	HPSV-STD SGL	UG	\$ 21.077350	\$ 10.20144	\$ 0.00265	\$ 0.60187	\$ 0.06943	\$ 31.85	\$ 383.43
25500	250	106	HPSV-STD TWIN	UG	\$ 12.607350	\$ 10.20144	\$ 0.00265	\$ 0.60187	\$ 0.06943	\$ 23.48	\$ 281.79
25500	250	106	HPSV-BRACKET	OH	\$ 4.937350	\$ 10.20144	\$ 0.00265	\$ 0.60187	\$ 0.06943	\$ 15.81	\$ 189.75
25500	250	106	HPSV-NEW WOOD	OH	\$ 4.937350	\$ 10.20144	\$ 0.00265	\$ 0.60187	\$ 0.06943	\$ 15.81	\$ 189.75
50000	400	160	HPSV-STD SGL	UG	\$ 24.846000	\$ 15.39840	\$ 0.00400	\$ 0.90848	\$ 0.10480	\$ 41.26	\$ 495.14
50000	400	160	HPSV-STD TWIN	UG	\$ 16.546000	\$ 15.39840	\$ 0.00400	\$ 0.90848	\$ 0.10480	\$ 32.96	\$ 395.54
7800	100	40	M-HAL STD SGL	UG	\$ 24.859000	\$ 3.84960	\$ 0.00100	\$ 0.22712	\$ 0.02620	\$ 28.96	\$ 347.56
7800	100	40	M-HAL DEC. STD 5 LAMP	UG	\$ 13.939000	\$ 3.84960	\$ 0.00100	\$ 0.22712	\$ 0.02620	\$ 18.04	\$ 216.52
20500	250	96	M-HAL-Bracket	OH	\$ 9.917600	\$ 9.23904	\$ 0.00240	\$ 0.54509	\$ 0.06288	\$ 19.77	\$ 237.20
20500	250	96	M-HAL STD SGL	UG	\$ 25.347600	\$ 9.23904	\$ 0.00240	\$ 0.54509	\$ 0.06288	\$ 35.20	\$ 422.36
20500	250	96	M-HAL WOOD TWIN	OH	\$ 9.917600	\$ 9.23904	\$ 0.00240	\$ 0.54509	\$ 0.06288	\$ 19.77	\$ 237.20
36000	400	159	M-HAL-Bracket	OH	\$ 10.126025	\$ 15.30216	\$ 0.00398	\$ 0.90280	\$ 0.10415	\$ 26.44	\$ 317.27
36000	400	159	M-HAL STD SGL	UG	\$ 25.546025	\$ 15.30216	\$ 0.00398	\$ 0.90280	\$ 0.10415	\$ 41.86	\$ 502.31
36000	400	159	M-HAL STD TWIN	UG	\$ 17.796025	\$ 15.30216	\$ 0.00398	\$ 0.90280	\$ 0.10415	\$ 34.11	\$ 409.31
36000	400	159	M-HAL WOOD TWIN	OH	\$ 10.126025	\$ 15.30216	\$ 0.00398	\$ 0.90280	\$ 0.10415	\$ 26.44	\$ 317.27

Exhibit "E"

List of Enhanced Street Lighting

Memorial City Redevelopment Authority Enhanced Street Lighting Cost

Gessner Road Between IH-10 and Barryknoll Road

As of February 2009

STREET	Locations & Conditions				BASIC STREET LIGHTING			ENHANCED STREET LIGHTING		
	STREET LENGTH (FT)	STREET WIDTH	SIDE OF STREET	SPACING (FT)	NO. OF LIGHTS	ANNUAL COSTS Per Light	Total	NO. OF LIGHTS	ANNUAL COSTS Per Light	Total
Gessner - 860 - 988 block Single 250W HPSV-STD SGL w/ UG power on metal pole (Cobra Style) Single 250W Mc-HAL-STD SGL w/ UG power on metal pole (Theater Style)	2,034	110	Both	200	23	\$383.43	\$8,818.89	-	-	\$9,714.28