

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



Agenda and Agenda Materials
Meeting of the Board of Directors

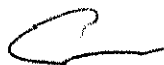
March 27, 2018

JOINT 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 meeting on **Tuesday, March 27, 2018, at 8:00 a.m.**, at Four Points by Sheraton, 10655 Katy Freeway, Wycliffe Room, Houston, Texas 77024, open to the public, to discuss and adopt such orders, resolutions or motions, and take direct or indirect actions as may be necessary, convenient, or desirable with respect to the following matters:

AGENDA

1. Establish quorum and call meeting to order.
2. Receive public comments.
3. Approve Minutes of the February 27, 2018, regular meeting.
4. Receive financial and bookkeeper's report, including payment of invoices, review of investments, and project cash flow reports.
5. Review Arbitrage Rebate Report for Series 2008 Bonds.
6. CIP Committee.
 - a. Project Update Report from LAN
 - i. Pay Estimate No. 6 from SER Construction Partners, T&C Reconstruction and Drainage Improvement, in the amount of \$1,035,735.08
 - ii. Approve Town & Country License Agreement
 - iii. Consider proposal for additional bollards and up-lighting for Town & Country Way
 - b. Project Update Report from RPS
 - i. Presentation on W-140 Channel Improvements including authorization to bid the project
 - c. Project Update Report from Goodman Corporation
 - i. Consider proposal for additional scope of services for Memorial Drive and North Gessner
 - ii. Approve Interlocal Agreement with City of Bunker Hill Village
 - d. Project Update Report from SWA
7. Convene in Executive Session pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with attorney, with regard to pending or contemplated litigation; and Convene in Executive Session pursuant to Section 551.072, Texas Government Code, to deliberate the purchase, exchange, lease or value of real property.
8. Reconvene in Open Session and authorize appropriate actions regarding private consultation with attorney; and reconvene in Open Session and authorize appropriate actions with regard to pending or contemplated litigation and regarding the purchase, exchange, lease or value of real property.
9. Adjournment.



Executive Director for Authority

MEMORIAL CITY REDEVELOPMENT AUTHORITY TIRZ No. 17,
TAX REINVESTMENT ZONE 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. Approve minutes of the February 27, 2018 regular meeting.

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

February 27, 2018

ESTABLISH QUORUM AND CALL MEETING TO ORDER.

The Board of Directors of the TIRZ 17 Redevelopment Authority/Memorial City Redevelopment Authority and Tax Reinvestment Zone Number Seventeen, City of Houston, Texas, held a regular joint meeting on Tuesday, February 27, 2018, at 8:00 a.m., at the Four Points by Sheraton, 10655 Katy Freeway, Wycliffe Room, Houston, Texas 77024, inside the boundaries of the TIRZ, open to the public, and the roll was called of the duly appointed members of the Board, to-wit:

Position 1 – Marshall B. Heins
Position 2 – John Rickel
Position 3 – David P. Durham
Position 4 – Ann T. Givens, *Chair*

Position 5 – Zachary R. Hodges
Position 6 – Brad Freels, *Vice-Chair*
Position 7 – Glenn E. Airola, *Secretary*

and all of the above were present, with the exception of Director Hodges, thus constituting a quorum. Also present were Scott Bean and Linda Clayton, both of Hawes Hill & Associates, LLP; Jessica Carr, Allen Boone Humphries Robinson, LLP; Michelle Lofton, ETI Bookkeeping Services; Jennifer Curley, COH - Economic Development Dept; Council Member Greg Travis, District G; Muhammad Ali and Derek St. John, both of LAN; Jim Webb, Goodman Corporation. Others attending the meeting were Ben Gillis, Pat Walters and Cara Cullen, all with Memorial Management District; Laurie Rosenbaum, City of Bunker Hill; Emily Anderson, Halff Associates; Jim Shroff; Robert Benz; Dean Bixler; Ed Browne; Lois Myers; David Tresch; Gregg Nady; Virginia Gregory; and Bruce Nichols. Chair Givens called the meeting to order at 8:01 a.m.

RECEIVE PUBLIC COMMENTS.

Virginia Gregory commented on the preliminary engineering on the Briar Branch straws and W-140 Channel Improvements. She stated she thought construction was going to start in the Spring and the engineering design is not even complete and doesn't understand what the delay is. She requested to receive a public statement on when this project is going to be completed. Bruce Nichols commented on public comments made at the previous meeting stating there have been no public discussions regarding detention at the playing fields. He stated the statements made were not true and there have been public discussions, and discussions at the school board meetings. Ed Browne made comments regarding Bruce Nichols' comments and stated any statement in the minutes have been brief. He made a comment on extending the life of the TIRZ to be able to do projects and wanted to know if the TIRZ is running out of money; if it is going to get these projects completed or are the projects going to keep being pushed back. Dean Bixler stated he is concerned about the W140 Channel Improvements and Briar Branch Straws and stated all the updates look the same and is wondering when the TIRZ is going to break ground on the project. Lois Myers stated part of the problem is the City and County do not work together. She stated one of the reasons for the County

not agreeing to projects is the TIRZ is attempting to displace too much water. She stated the County has indicated the TIRZ is not going to dump that much water and have requested the TIRZ consultants to go back to the drawing board. She made comments regarding the need for more detention area.

APPROVE MINUTES OF THE JANUARY 25, 2018, REGULAR MEETING.

Upon a motion duly made by Director Rickel, and being seconded by Director Airola, the Board voted unanimously to approve the Minutes of the January 25, 2018, Board meeting, as presented.

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

Ms. Lofton presented the Bookkeeper's Report and went over invoices, included in the Board agenda materials. Upon a motion duly made by Director Heins, and being seconded by Director Durham, the Board voted unanimously to accept the Bookkeeper's Report and approved payment of invoices, as presented.

CIP COMMITTEE.

a. Project Update Report from LAN, including:

Mr. Ali provided an update on Town & Country drainage and mobility project; a copy of the progress report is included in the Board agenda materials. He reported the storm water box culverts are complete along Town & Country Way and installation of box culverts continues along Town & Country Blvd. He reported a meeting is scheduled with TxDOT regarding the Memorial Drive improvements on March 9. He reported cost estimates and schematics have been submitted to Goodman Corporation for TIP application for the Memorial Drive improvements from Tallowood Rd. to City of Houston/City of Bunker Hill Village boundary. Mr. St. John provided an update on HGMP grant investigations. He reported H-GAC has not made a call for projects and expects the call to be in June or July. He reported the benefit cost ratio to be eligible for a grant is 1:2.

i. Pay Estimate No. 5 from SER Construction Partners, T&C Reconstruction and Drainage Improvement, in the amount of \$822,166.44

Mr. Ali reviewed Pay Application No. 5 from SER Construction Partners, T&C Reconstruction and Drainage Improvement in the amount of \$822,166.44, included in the Board agenda materials. He reported LAN has reviewed the pay application and concurs with the amounts and quantities and is recommending for approval. Upon a motion duly made by Director Rickel, and being seconded by Director Airola, the Board voted unanimously to approve payment of Pay Application No. 5, T&C Reconstruction and Drainage Improvement from SER Construction Partners in the amount of \$822,166.44, as presented.

b. Project Update Report from RPS

See below – covered later in meeting.

c. Project Update Report from Goodman Corporation

Mr. Webb provided an update on TIP project assistance. He reported the Memorial Drive and N. Gessner projects continue to move forward and both projects have executed agreements. He reported the federal funding budget included \$90 million for disaster recovery so there may be other opportunities down the road over the \$ 1 Million HGMP. He answered questions regarding the HMGP grant and reported application deadline is one year from date of disaster.

i. Approve Interlocal Agreement with City of Bunker Hill Village.

This item has been tabled. Mr. Webb reported the City Administrator at City of Bunker Hill is reviewing the Agreement and anticipates the agreement to be ready for consideration at the March meeting.

d. Project Update Report from SWA

The SWA project status report is in the board agenda materials for review.

CONVENE IN EXECUTIVE SESSION PURSUANT TO SECTION 551.071, TEXAS GOVERNMENT CODE, TO CONDUCT A PRIVATE CONSULTATION WITH ATTORNEY, WITH REGARD TO PENDING OR CONTEMPLATED LITIGATION; AND CONVENE IN EXECUTIVE SESSION PURSUANT TO SECTION 551.072, TEXAS GOVERNMENT CODE, TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY.

The Board convened in Executive Session at 8:28 a.m.

RECONVENE IN OPEN SESSION AND AUTHORIZE APPROPRIATE ACTIONS REGARDING PRIVATE CONSULTATION WITH ATTORNEY; AND RECONVENE IN OPEN SESSION AND AUTHORIZE APPROPRIATE ACTIONS WITH REGARD TO PENDING OR CONTEMPLATED LITIGATION AND REGARDING THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY.

The Board reconvened in Open Session at 8:42a.m. No action was taken.

b. Project Update Report from RPS

The monthly status reports for Briar Branch Channel Improvements, Briar Branch Straws and Bunker Hill Bridge and N. Gessner Drainage and Mobility Improvements are included in the Board agenda materials for review. The Board discussed a proposed traffic study southbound on N. Gessner for the left turn lane into CVS Pharmacy. Mr. Bean stated there have been concerns if the turn lane is eliminated it may cause an impact to CVS Pharmacy and the TIRZ has been requested to do a traffic study. Chair Givens reported CM Stardig has requested a study be conducted because she has concerns it may cause a negative impact to CVS business. Mr. Bean stated for safety reasons and landscaping they would like to close the turn lane but do not want to impact the business. Ms. Curley stated she would check with Public Works to see if they have already completed a traffic study. After full discussion the consensus of the Board was to hold off on conducting a traffic study until Ms. Curley reports her findings.

ADJOURNMENT.

There being no further business to come before the Board, Chair Givens adjourned the meeting at 8:52 a.m.

Secretary

MEMORIAL CITY REDEVELOPMENT AUTHORITY TIRZ No. 17,
TAX REINVESTMENT ZONE 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. Receive the financial and bookkeeper's report, including payment of invoices, review of investments, and project cash flow reports.

Memorial City Redevelopment Authority

Cash Management Report

February 28, 2018

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, 2018

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	22,924,134.21	0.00	321,314.78	23,245,448.99
Revenue	21,979.17	0.00	215,293.50	237,272.67
Expenditures	1,133,982.14	0.00	520,684.25	1,654,666.39
Ending Balance	21,812,131.24	0.00	15,924.03	21,828,055.27

NOTES:

Debt Service Payments due in Fiscal Year End 2018:

Date	Series	Principal	Interest	Total
9/1/2017	2008	490,000.00	34,153.75	524,153.75
9/1/2017	2011	600,000.00	130,456.00	730,456.00
9/1/2017	2011A	1,895,000.00	197,023.75	2,092,023.75
9/1/2017	2016	115,000.00	216,357.75	331,357.75
3/1/2018	2008		23,251.25	23,251.25
3/1/2018	2011		119,416.00	119,416.00
3/1/2018	2011A		160,545.00	160,545.00
3/1/2018	2016		214,972.00	214,972.00
			Total FYE 2018	4,196,175.50

February 28, 2018

General Operating Fund

BEGINNING BALANCE: **22,924,134.21**

REVENUE:

Checking Interest - Wells Fargo	63.11	
Texpool Interest	890.81	
Wells Fargo/TexSTAR (Surplus Funds) Interest	20,713.13	
Texas Exchange CD Interest	312.12	
Voided Check(s)	0.00	
Total Revenue:		21,979.17

DISBURSEMENTS:

Checks Presented At Last Meeting	919,010.14	
Checks Written at/after Last Meeting	0.00	
Transferred to DSF	214,972.00	
Total Expenditures		1,133,982.14

Ending Balance: **21,812,131.24**

Location of Assets:

Institution	Investment Number	Interest Rate	
Wells Fargo Checking	*5490	0.1500	909,719.89
TexPool	*0001	1.3438	865,055.87
Wells Fargo/TexSTAR	TexSTAR Surplus Funds	1.3518	19,787,355.48
Texas Exchange Bank CD	*3601	1.4700	250,000.00
Total			21,812,131.24
Certificate of Deposit		CD *3601	Term: 12 Months Matures: 09/28/2018

Memorial City Redevelopment Authority
Checks Presented
March 27, 2018

Num	Name	Description	Amount
2799	Allen Boone Humphries Robinson LLP	Legal Fee	-3,736.53
2800	Blank Rome LLP	Legal Services	-297.50
2801	Equi-Tax, Inc	Tax Assessor Fee	-400.00
2802	eSiteful, Inc.	Quarterly Hosting	-107.55
2803	ETI Bookkeeping Services	Bookkeeping Fee	-900.00
2804	Hawes Hill & Associates	Professional Consultant	-8,000.00
2805	Klotz Associates Inc	Engineering Consultant	-17,555.92
2806	Lockwood, Andrews & Newman, Inc.	Engineering Fee	-87,304.74
2807	Omnicap Group LLC	Excess Earnings Report	-5,000.00
2808	Sal Esparza, Inc.	Landscaping	-1,089.32
2809	SER Construction Partners, LLC	Pay Estimate No. 6	-1,035,735.08
2810	SWA Group	Engineering Consultant	-26,992.00
2811	The Goodman Corporation Inc	Contract Services	-23,703.51
Total			-1,210,822.15

Debt Service Fund

BEGINNING BALANCE		321,314.78
REVENUE		
TexPool DSF Interest	9.09	
Transferred from GOF	214,972.00	
Wells Fargo/TexSTAR (2008 DSF) Interest	309.86	
Wells Fargo/TexSTAR (2008 Pled Rev) Interest	2.55	
Total Revenue		215,293.50
EXPENDITURES		
2008 Debt Service Interest Payment	23,251.25	
2011 Debt Service Interest Payment	119,416.00	
2011A Debt Service Interest Payment	160,545.00	
2016 Debt Service Interest Payment	214,972.00	
Trustee Fee	2,500.00	
Total Expenditures		520,684.25
ENDING BALANCE		15,924.03

Location of Assets:

Institution	Investment Number	Interest Rate	Current Balance
Wells Fargo *4601	TexSTAR 2008 DSF	1.3518	7,101.17
Wells Fargo *4600	TexSTAR 2008 Pledged Rev	1.3518	55.39
TexPool	*0004	1.3438	8,767.47
	Total		15,924.03

Memorial City Redevelopment Authority
Investment Report
February 28, 2018

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	1.3438	864,113.21	0.99994	864,165.06	(0.00)	864,934.76	865,055.87
DSF	TexPool	1.3438	8,757.85	0.99994	8,758.38	0.00	8,766.24	8,767.47
GOF	Wells Fargo/ TexStar	1.3518	19,981,194.74	0.999979	19,981,614.35	(214,972.00)	19,785,713.13	19,787,355.48
DSF	Wells Fargo/ TexStar DSF	1.3518	309,997.05	0.999979	310,003.56	(303,212.25)	7,100.58	7,101.17
DSF	Wells Fargo/ TexStar PI Rev	1.3438	2,552.79	0.999979	2,552.84	(2,500.00)	55.39	55.39

Certificates of Deposit

Fund	Location Of Assets	Interest Rate	Purchase Value	Term	Maturity Date	Beginning Balance	Deposits or (Withdrawals)	Ending Balance
GOF	TX Exch *3601	1.4700	245,000.00	12 Months	9/28/2018	250,000.00	(312.12)	250,000.00

Demand Accounts

Fund	Location Of Assets	Interest Rate	Purchase Date	Beginning Balance	Interest Earned	Deposits or (Withdrawals)	Ending Balance
GOF	Wells Fargo	0.15	6/8/2015	1,828,354.80	63.11	(918,698.02)	909,719.89

Collateral Pledged In Addition to FDIC

Depository Institution	Total Funds On Deposit	Custodial Institution	Securities Pledged	Collateral Description	Par Value	Market Value
Wells Fargo	909,719.89	BNYM	14,278,220	WU2246	8,947,203	8,766,240

Certification:

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

Bookkeeper

Investment Officer

Investment Officer	Date Assumed Office	Training Completed
Kenneth Byrd	8/6/2015	10/29/2016

Memorial City Redevelopment Authority
Profit & Loss Budget vs. Actual
February 2018

				February			Year To Date (8 Months)			Annual	
				Actual	Budget	Variance	Actual	Budget	Variance	Budget	
Ordinary Income/Expense											
Income											
1000 · Income											
				8223 · Interest Income	22,301	3,081	19,220	163,621	24,646	138,975	36,969
				8930 · Bond Proceeds	0	0	0	0	0	0	73,300,000
				Total 1000 · Income	22,301	3,081	19,220	163,621	24,646	138,975	73,336,969
				6-4320 · Increment Collections	0	0	0	15,731,173	16,599,074	-867,901	16,599,074
				6-4350 · Grants	0	0	0	0	0	0	3,400,000
				Total Income	22,301	3,081	19,220	15,894,794	16,623,720	-728,926	93,336,043
Expense											
				3335 · Management Consulting Services							
				6320 · Legal	3,737	12,500	-8,763	16,066	100,000	-83,934	150,000
				6322 · Eng Consultant/General Prof.Svc	6,500	1,667	4,833	23,708	13,333	10,375	20,000
				6323 · Legal Litigation	298			29,141	0	29,141	0
				6337 · Construction Audit	0	0	0	3,250	0	3,250	10,000
				6343 · Other	108	0	108	1,548	0	1,548	0
				Total 3335 · Management Consulting Services	10,643	14,167	-3,524	73,713	113,333	-39,620	180,000
				5650 · Transfers							
				6420 · COH Administration Fee	0	0	0	786,559	829,954	-43,395	829,954
				6430 · Municipal Services	0	0	0	0	0	0	2,256,619
				Total 5650 · Transfers	0	0	0	786,559	829,954	-43,395	3,086,573
				5706 · Debt Service							
				5707 · Principal	0	0	0	3,100,000	3,100,000	0	3,100,000
				5708 · Interest	518,184	518,185	-1	1,096,176	1,096,176	0	1,096,176
				5710c · Trustee Fee	2,500	0	2,500	10,377	8,000	2,377	9,500
				5710 · Other Debt Items	5,000	0	5,000	5,000	0	5,000	0
				Total 5706 · Debt Service	525,684	518,185	7,499	4,211,553	4,204,176	7,377	4,205,676
				6300 · Administration & Overhead							
				6321 · Auditor	0	0	0	20,250	20,000	250	20,000
				6333 · Bookkeeping/Accounting	900	900	0	7,517	7,200	317	10,800
				6340 · Administration Salaries/Benefit	8,000	8,000	0	72,000	64,000	8,000	96,000
				6344 · Bond Svcs/Trustee/FA	400	267	133	3,200	2,133	1,067	3,200
				6350 · Office Expense	0	250	-250	0	2,000	-2,000	3,000
				6353 · Insurance	0	0	0	961	1,290	-329	1,290
				Total 6300 · Administration & Overhead	9,300	9,417	-117	103,928	96,623	7,305	134,290
				7000 · Capital Expenditure							
				1701 · Gessner Widening	0	0	0	613	0	613	0
				1709 · Lumpkin I-10 Westview	434	0	434	3,468	0	3,468	0
				1717 · Town & Country W. Drain/Mobil	1,117,154	293,333	823,821	3,812,674	2,346,667	1,466,007	3,520,000
				1722 · Town & Country Blv Signalizatr	0	0	0	613	0	613	0

Memorial City Redevelopment Authority
Profit & Loss Budget vs. Actual
February 2018

	February			Year To Date (8 Months)			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
1725 · Parks & Green Space Improv.	804	10,417	-9,613	2,737	83,333	-80,596	125,000
1731A · Detention Basin & W-140 Bridge	655	0	655	5,733	0	5,733	0
1731B · Memorial Drainage & Mobility	0	0	0	245	0	245	0
1732A · N Gessner Drainage & Mobility	30,321	49,758	-19,437	209,772	398,067	-188,295	597,100
1734 · W140 Channel Improvements	5,309	526,250	-520,941	118,033	4,210,000	-4,091,967	6,315,000
1735A · Detention Basin A	0	83,333	-83,333	3,745	666,667	-662,922	1,000,000
1738 · T&C Way Partners, LLC	0	0	0	1,649,593	1,649,593	0	1,649,593
1738A · Memorial Dr Drain & Mobility 1	31,203	33,333	-2,130	101,009	266,667	-165,658	400,000
1738B · Memorial Dr Drain & Mobility 2	0	4,167	-4,167	0	33,333	-33,333	50,000
1799 · Concrete Panel Replace Program	0	2,917	-2,917	0	23,333	-23,333	35,000
Total 7000 · Capital Expenditure	1,185,880	1,003,508	182,372	5,908,235	9,677,660	-3,769,425	13,691,693
Total Expense	1,731,507	1,545,277	186,230	11,083,988	14,921,746	-3,837,758	21,298,232
Net Income	-1,709,206	-1,542,196	-167,010	4,810,806	1,701,974	3,108,832	72,037,811

ALLEN BOONE HUMPHRIES ROBINSON LLP

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

March 08, 2018

MEMORIAL CITY REDEVELOPMENT AUTHORITY

General

Client/Matter: MEM001-01
Statement Number: 84184
Billing Attorney: Jessica Bloddis Carr

REMITTANCE PAGE

Fees for services posted through March 02, 2018

Expenses and Other Items posted through March 02, 2018

Total Amount Due: **\$3,736.53**

BLANKROME

717 TEXAS AVENUE
SUITE 1400
HOUSTON, TEXAS 77002
(713) 228-6601 FAX: (713) 228-6605
FEDERAL TAX ID. NO. 25-1311874

MEMORIAL CITY REDEVELOPMENT AUTHORITY AND
REINVESTMENT ZONE NUMBER 17, CITY OF HOUSTON,
TEXAS MATTER NO. 1723431
INVOICE DATE
MARCH 02, 2018
148310-00601 02752

SCOTT BEAN
HAWES HILL CALDERON LLP
P.O. BOX 22167
HOUSTON, TX 77227

REGARDING: MEMORIAL CITY REDEVELOPMENT AUTHORITY AND
REINVESTMENT ZONE NUMBER 17, CITY OF HOUSTON, TEXAS
CIVIL ACTION NO.416-CV-01458; RESIDENTS AGAINST FLOODING,
ET AL VS REINVESTMENT ZONE NUMBER SEVENTEEN, CITY OF
HOUSTON, TEXAS, ET AL; IN THE UNITED STATES DISTRICT
COURT FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON
DIVISION

FOR LEGAL SERVICES RENDERED THROUGH 02/28/18 \$ 297.50

CURRENT INVOICE TOTAL \$ 297.50

TRUST ACCOUNT: RETAINER TRUST - CITIZENS

BALANCE FROM PREVIOUS STATEMENT 2,409.50
PLUS TOTAL DEPOSITS 0.00

DISBURSEMENT(S):

LESS TRUST APPLIED 0.00
LESS TOTAL DISBURSEMENTS 0.00

CURRENT BALANCE IN RETAINER ACCOUNT 2,409.50

Please return this page with your payment to the remittance address below:

Allen Boone Humphries Robinson LLP
PO Box 4346
Department 90
Houston, TX 77210-4346

Checks should be made payable to Allen Boone Humphries Robinson LLP
Please include the invoice number on your check
Total amount payable in U.S. dollars

ACH / WIRE	MAIL
BANK NAME: Citizens Bank ADDRESS: Philadelphia, PA ACCOUNT TITLE: Blank Rome LLP ACCOUNT NUMBER: 628669926 ABA NUMBER: 036078150 (Domestic) SWIFT CODE: CITZUS33 (International)	Blank Rome LLP Attn: Finance Department One Logan Square 130 North 18th Street Philadelphia, PA 19103-6998

Code # 6323
3-15-2018

Code # 6320
3-15-2018

PENNSYLVANIA NEW YORK NEW JERSEY DELAWARE WASHINGTON, DC FLORIDA CALIFORNIA OHIO TEXAS HANGSA

Equi-Tax Inc.

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

BILL TO

TIRZ No. 17 - Memorial City RDA
c/o ETI Bookkeeping Services
17111 Rolling Creek Drive, Ste 108
Houston TX 77090

Invoice

DATE	INVOICE #
3/1/2018	52170

ESITEFUL CORPORATION
14090 FM 2920 Rd, Ste G364
Tomball, TX 77377 US
(832) 898-1944
gbo@esiteful.com
http://www.esiteful.com

INVOICE

BILL TO
Ms. Michelle Lofton
Houston TIRZ 17
ETI Bookkeeping Services
P.O. Box 73108
Houston, TX 77273

INVOICE # 6127
DATE 03/01/2018
DUE DATE 03/01/2018
TERMS Due on receipt

DESCRIPTION	AMOUNT
Fee per Contract, Monthly Consultant Services	400.00
Total	
	\$400.00

Invoice emailed to Michelle Lofton at ETI Bookkeeping Services at
bkl@efiacounting.com
and to Scott Bean sbean@haweshill.com and Linda Clayton
lclayton@haweshill.com at Hawes Hill

Code # 6343
3-10-2018

Code # 6343
3-10-2018

www.esiteful.com | Thank you | Thank you | Thank you | Thank you

ACTIVITY	QTY	RATE	AMOUNT
Quarterly Hosting for 3 email exchanges (April - June 2018)	1	107.55	107.55
BALANCE DUE			\$107.55

ETI Bookkeeping Services
 PO BOX 73109
 Houston, TX 77273

Invoice

Date	Invoice #
3/1/2018	8181

BH To
 TIRZ 17 Redevelopment Authority
 P.O. Box 73109
 Houston, Texas 77273



Mr. Scott Bean
 Executive Director
 Memorial City Redevelopment Authority / TIRZ 17
 8955 Katy Freeway, Suite 215
 Houston, TX 77024

Month 9, 2018
 Project No: 006602
 Invoice No: 21883
 Legacy Project No: 1111,004,000

TIRZ 17 North Gesner Drainage and Mobility Improvements North Gesner Road Reconstruction from IH-10 to north of Westview - Phase 2 Detailed Design
 TIRZ 17 CIP No.: T-1732A
 Est. Professional Services rendered from February 3, 2018 to March 2, 2018.

Description	Qty	Rate	Amount
Bookkeeping		900.00	900.00

Total	\$900.00
Payments/Credits	\$0.00
Balance Due	\$900.00

Code # 6-233
 3/1/2018

Description	Contract Amount	Percent Complete	Billed to Date	Previously Invoiced	Current Invoice
PH1 Final Design T-1732A & B (CADOT)	460,700.00	12.80	58,969.60	47,083.54	11,886.06
PH1 Final Design T-1732B (COB)	127,435.00	100.00	127,435.00	127,435.00	0.00
PH1 Final Design T-1732A (COB)	474,170.00	100.00	474,170.00	473,980.34	189.66
PH1 PER Update	107,850.00	100.00	107,850.00	107,774.51	75.49
Additional Services	214,087.96	57.938	124,016.78	123,921.54	95.24
Sub - Constructed Engineering Svc (N/A)	20,000.00	0.00	0.00	0.00	0.00
Reimbursable Expenses	21,800.00	0.00	0.00	0.00	0.00
Total Fee	1,427,042.96	0.00	892,441.38	880,194.93	12,246.45

Resep:
 Total Billings Contract Amount Balance
 Current 12,246.45 Previous 880,194.93 To Date 892,441.38
 1,427,042.96 534,601.58
 Total Due This Invoice: \$12,246.45

Remit Payment:
 1180 N Dairy Ashford, Suite 500, Houston, Texas, 77079
 T: (281) 688-7257 F: (281) 688-7389

Code # 1732A
 3-15-2018

Memorial City Redevelopment Authority / TRZ 17

North Gasman Drainage and Mobility Improvements
 (H10 (Rely Fry)) to Washview & Washview to Long Point
 TRZ 17 GP No. T-1732A & T-1732B
 RPS Hozz Assoc., Job No. 1111,004,000



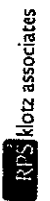
1145 Gully Ashland, Suite 300, Houston, Texas 77059
 T 281 597 7127 W rpl@rps.com

Professional Services Summary
 Through 03/02/18
 Invoice #

Task	Contract Budget Fees	Authorized Amounts	Percent Complete %	Budget Amount Earned	Previously Billed	Earned This Period
Basic Services						
I. Phase I - PER Update	\$107,850.00	\$107,850.00	100.000%	\$107,850.00	\$107,774.51	\$75.49
II. Phase II - Final Design						
1. T-1732A (Coh)	\$474,170.00	\$474,170.00	100.00%	\$474,170.00	\$473,960.33	\$189.67
2. T-1732B (Coh)	\$127,435.00	\$127,435.00	100.00%	\$127,435.00	\$127,435.00	\$0.00
3. T-1732A & B (TADOT)	\$460,769.00	\$460,769.00	12.85%	\$59,099.80	\$47,883.44	\$11,216.36
III. Phase III - CPS (Not Authorized)	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
SubTotal Basic Services	\$1,170,165.00	\$1,170,165.00		\$766,424.80	\$758,274.38	\$12,151.42
Additional Engineering Services / Subcontracted Services / Reimbursable Expenses						
I. Additional Engineering Services	\$146,761.00					
1. YCPA - Traffic Control Plans		\$23,280.00	76.17%	\$17,699.58	\$17,699.58	\$0.00
2. Traffic Signals - 4 Temp Mnts & 1 New (Gasman & Washview)		\$86,010.00	46.65%	\$33,764.97	\$33,764.97	\$0.00
3. SWQP - Stormwater Pollution Prevention Plans		\$11,100.00	90.32%	\$10,026.00	\$10,026.00	\$0.00
4. PH 2 ESA		\$47,271.00	90.19%	\$42,723.42	\$42,628.18	\$95.24
II. Subcontracted Services						
1. Updated Geotechnical Invest. (Avea)	\$22,224.24	\$22,224.24	90.00%	\$20,011.82	\$20,011.82	\$0.00
2. Updated Survey (KUD)	\$28,973.00	\$28,973.00	0.00%	\$0.00	\$0.00	\$0.00
3. Street Light Plans (Isan)	\$9,174.92	\$9,174.92	0.00%	\$0.00	\$0.00	\$0.00
4. Tree Protection Plans (Koehn)	\$5,950.80	\$5,950.80	0.00%	\$0.00	\$0.00	\$0.00
6. Add'l Sub-Consultant Services	\$20,000.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
III. Reimbursable Expenses	\$22,800.00	\$22,800.00	0.00%	\$0.00	\$0.00	\$0.00
SubTotal Additional Services	\$238,887.86	\$238,887.86		\$19,037.82	\$19,037.82	\$0.00
Total Professional Services Fees	\$1,427,042.86	\$1,407,042.86		\$985,462.62	\$977,312.20	\$12,248.46
Total Fees Earned this Period						
						\$12,248.46

Additional Services Omit
 Through 03/02/18
 Invoice #

Additional Engineering Services / Subcontracted Services / Reimbursable Expenses this Month	Sub-Consultant Invoice Amount	Sub-Consultant (8%)	MA Markup (8%)	Sub Total	Cost This Month
I. Additional Engineering Services 4. PH 2 ESA NO MARKUP	POS Koz	\$85.24	\$0.00	\$85.24	\$85.24



Mr. Scott Bean
Executive Director
Memorial City Redevelopment Authority / TIRZ 17
8955 Katy Freeway, Suite 215
Houston, TX 77024

March 16, 2018
Project No: 090314
Invoice No: 218086
Legacy Project No: 1111.002.000

TRIZ 17 Memorial City Redevelopment Authority Bihar Branch Channel Improvements & Storm
TRIZ 17 CIP No. T-1734A & T-1734B
HCFCD Unit W146-01-00
Esr. Professional Services rendered from February 3, 2018 to March 2, 2018.

Contract Amount: 943,433.74
Percent Complete: 97.25
Billed to Date: 917,489.33
Previously Invoiced: 914,470.34
Current Invoice: 3,018.99

Contract Amount: 167,616.26
Percent Complete: 88.93
Billed to Date: 149,089.80
Previously Invoiced: 146,779.32
Current Invoice: 2,290.48

Contract Amount: 1,111,050.00
Percent Complete: 100.00
Billed to Date: 1,066,559.13
Previously Invoiced: 1,061,249.66
Current Invoice: 5,309.47

Contract Amount: 80,661.96
Percent Complete: 100.00
Billed to Date: 80,661.96
Previously Invoiced: 80,661.96
Current Invoice: 0.00

Contract Amount: 881,460.00
Percent Complete: 97.64
Billed to Date: 837,833.16
Previously Invoiced: 837,833.16
Current Invoice: 5,309.47

Contract Amount: 16,830.00
Percent Complete: 88.89
Billed to Date: 15,000.00
Previously Invoiced: 15,000.00
Current Invoice: 0.00

Contract Amount: 20,010.00
Percent Complete: 72.39
Billed to Date: 14,500.00
Previously Invoiced: 14,500.00
Current Invoice: 0.00

Contract Amount: 35,700.00
Percent Complete: 91.70
Billed to Date: 32,500.00
Previously Invoiced: 32,500.00
Current Invoice: 0.00

Contract Amount: 29,592.90
Percent Complete: 100.00
Billed to Date: 29,592.90
Previously Invoiced: 29,592.90
Current Invoice: 0.00

Contract Amount: 10,800.00
Percent Complete: 62.20
Billed to Date: 6,717.00
Previously Invoiced: 6,717.00
Current Invoice: 0.00

Contract Amount: 40,359.06
Percent Complete: 93.22
Billed to Date: 37,621.26
Previously Invoiced: 37,621.26
Current Invoice: 0.00

Contract Amount: 5,494.30
Percent Complete: 100.00
Billed to Date: 5,494.30
Previously Invoiced: 5,494.30
Current Invoice: 0.00

Contract Amount: 167,616.26
Percent Complete: 7.05
Billed to Date: 11,711.00
Previously Invoiced: 11,711.00
Current Invoice: 0.00

Contract Amount: 1,111,050.00
Percent Complete: 100.00
Billed to Date: 1,111,050.00
Previously Invoiced: 1,111,050.00
Current Invoice: 0.00

Contract Amount: 1,111,050.00
Percent Complete: 100.00
Billed to Date: 1,111,050.00
Previously Invoiced: 1,111,050.00
Current Invoice: 0.00

Contract Amount: 1,111,050.00
Percent Complete: 100.00
Billed to Date: 1,111,050.00
Previously Invoiced: 1,111,050.00
Current Invoice: 0.00

Contract Amount: 1,111,050.00
Percent Complete: 100.00
Billed to Date: 1,111,050.00
Previously Invoiced: 1,111,050.00
Current Invoice: 0.00

Contract Amount: 1,111,050.00
Percent Complete: 100.00
Billed to Date: 1,111,050.00
Previously Invoiced: 1,111,050.00
Current Invoice: 0.00

Contract Amount: 1,111,050.00
Percent Complete: 100.00
Billed to Date: 1,111,050.00
Previously Invoiced: 1,111,050.00
Current Invoice: 0.00

Contract Amount: 1,111,050.00
Percent Complete: 100.00
Billed to Date: 1,111,050.00
Previously Invoiced: 1,111,050.00
Current Invoice: 0.00

Contract Amount: 1,111,050.00
Percent Complete: 100.00
Billed to Date: 1,111,050.00
Previously Invoiced: 1,111,050.00
Current Invoice: 0.00

Contract Amount: 1,111,050.00
Percent Complete: 100.00
Billed to Date: 1,111,050.00
Previously Invoiced: 1,111,050.00
Current Invoice: 0.00

Contract Amount: 1,111,050.00
Percent Complete: 100.00
Billed to Date: 1,111,050.00
Previously Invoiced: 1,111,050.00
Current Invoice: 0.00

Memorial City Redevelopment Authority / TIRZ 17

Bihar Branch (W146-01-00) Channel Improvements &
Bihar Branch 'Strows' and Bunker Hill Bridge
TRIZ 17 CIP No. T-1734A & T-1734B
Master Agreement (07-30-13)
Klotz Assoc. Job No. 1111.002.000

Professional Services Summary
Through 3/2/18
Invoice #

Task	Contract Budget Fees	Authorized Amounts	Percent Complete %	Budget Amount Earned	Previously Billed	Earned This Period
Basic Services						
I. Phase I - PER (Complete)	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
II. Phase I - Final Design	\$943,433.74	\$943,433.74	97.25%	\$917,489.31	\$914,470.32	\$3,018.99
III. Phase III - CPS (Not Authorized)	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
SubTotal Basic Services	\$943,433.74	\$943,433.74		\$917,489.31	\$914,470.32	\$3,018.99
Additional Engineering Services / SubContracted Services / Reimbursable Expenses						
I. Additional Engineering Services	\$81,460.00					
1. TCPS - Traffic Control Plans	\$38,750.00		97.64%	\$37,833.16	\$37,833.16	\$0.00
2. SW3P - Stormwater Pollution Prevention Plans	\$17,020.00		88.89%	\$16,830.00	\$16,830.00	\$0.00
3. Signing & Striping Plans	\$20,010.00		72.39%	\$14,485.00	\$14,485.00	\$0.00
4. ESA 1 (Strows) - RPS Klotz	\$5,700.00		91.70%	\$5,226.88	\$5,226.88	\$0.00
II. SubContracted Services	\$80,661.96					
1. Add'l Topo. Survey	\$29,592.90		100.00%	\$29,592.90	\$29,592.90	\$0.00
2. Tree Protection Plan	\$10,800.00		62.20%	\$6,717.00	\$6,717.00	\$2,074.68
3. Geotech (Strows)	\$40,359.06		93.22%	\$37,621.26	\$37,621.26	\$0.00
III. Reimbursable Expenses	\$5,494.30					
1. Reimbursable Expenses	\$5,494.30		7.05%	\$387.22	\$171.42	\$215.80
SubTotal Additional Services	\$167,616.26	\$167,616.26		\$148,604.05	\$148,613.67	\$2,200.48
Total Professional Services Fees	\$1,111,050.00	\$1,111,050.00		\$1,066,093.36	\$1,060,783.90	\$5,309.47
Total Fees Earned this Period						\$5,309.47

Feb 18

3/5/2018

Page 1 of 1



Code # 1734
3-15-2018

Remit Payment:
1163 N Dairy Ashford, Suite 500, Houston, Texas, 77079
T. (281) 699-7267 F. (281) 699-7309



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

PLEASE NOTE NEW REMIT ADDRESS:
Please make checks payable to:
Lockwood, Andrews & Newnam, Inc.
Post Office Box 11009778
Omaha, NE 68101-1168
T: 713-266-6900

ACH/Via Payments can be sent to:
First National Bank
Account: 110090778
Routing: 10400010

Scott Bean
Memorial City Redevelopment Authority, TRIZ 17
9610 Loop Point Dr., Suite 4130
Houston, TX 77055

March 13, 2018
Invoice No: 120-11972-004-13

(T-1717) Town and Country Improvements - Construction Phase
WBS No. N-117009-0017-4

Professional Services from February 10, 2018 through March 9, 2018

Project Name	Original Contract Amount	Total To Date	Previously Invoiced To Date	Current Payment Due	Remainder Due
Construction Phase Services	\$80,000.00	\$59,431.92	\$59,031.14	\$1,400.78	\$20,568.08
Construction Mgmt and Inspection Services	\$425,300.00	\$151,233.42	\$125,171.10	\$26,062.32	\$274,066.58
Construction Materials/Traffic Services	\$268,600.00	\$69,077.63	\$26,415.19	\$42,662.44	\$199,532.37
Total	\$773,900.00	\$279,742.97	\$209,617.43	\$70,125.54	\$494,157.03

CURRENT PAYMENT DUE THIS INVOICE: \$70,125.54

Current Billings to Date \$70,125.54
Prior \$209,617.43
Total \$279,742.97

Authorized by:  Date: 03/13/18
M. Mohamed Ali

Code # 1717
Code # 01-2
8/20/18



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

PLEASE NOTE NEW REMIT ADDRESS:
Please make checks payable to:
Lockwood, Andrews & Newnam, Inc.
Post Office Box 11009778
Omaha, NE 68101-1168
T: 713-266-6900

ACH/Via Payments can be sent to:
First National Bank
Account: 110090778
Routing: 10400010

Scott Bean
Memorial City Redevelopment Authority, TRIZ 17
9610 Loop Point Dr., Suite 4130
Houston, TX 77055

March 13, 2018
Invoice No: 120-11972-009-7


Professional Services through March 9, 2018

Account No.	Project Name	Original Contract Amount	Percent Complete	Remaining Contract Amount	Total Invoiced To Date	Previously Invoiced	Current Payment Due
CIP No. T-1718A	Memorial Drive Mobility and Drainage Phase II District Design	\$1,165,700.00	12.1%	\$1,019,953.03	\$107,749.95	\$100,468.75	\$7,279.20

CURRENT PAYMENT DUE THIS INVOICE: \$7,279.20

Billings to Date \$107,749.95
Current \$7,279.20
Total \$110,468.75

Authorized by:  Date: 03/13/18

Code # 1728A
Code # 10-2018




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

PLEASE NOTE NEW REMIT ADDRESS:
Please make checks payable to:
Lockwood, Andrews & Newnam, Inc.
PO Box 30063
Omaha, NE 68103-1165
T: 713-266-6900

ACH/Vire Payments can be sent to:
First National Bank
PO Box 108078
Omaha, NE 68108-0718
Routing: 10400016

Scott Bean
Memorial City Redevelopment Authority, TRZ 17
9510 Long Point Dr., Suite #150
Houston, TX 77065

March 13, 2018
Invoice No: 120-11973-005-2

(T-1717) Memorial Dr. from Tallowood Rd. to City of Houston/City of Bunker Hill Village limits - Planning Analysis
WBS No. T-2188


Professional Services from February 10, 2018 through March 9, 2018

Project Name	Original Contract Amount	Percent Complete	Total Invoiced To Date	Previously Invoiced	Current Payment Due	Residuals Due
Planning Analysis	\$34,000.00	100%	\$34,000.00	\$10,600.00	\$3,400.00	\$161,500.00
Total	\$34,000.00	100%	\$34,000.00	\$10,600.00	\$3,400.00	\$53,500.00

Current Payment Due This Invoice: \$3,400.00

Billed to Date: \$3,400.00
Prior: \$0.00
Total to Date: \$3,400.00

Authorized by: 
Muhammad Ali
Date: 02/13/18

8106-0118
Code 110-2018




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

PLEASE NOTE NEW REMIT ADDRESS:
Please make checks payable to:
Lockwood, Andrews & Newnam, Inc.
PO Box 30063
Omaha, NE 68103-1165
T: 713-266-6900

ACH/Vire Payments can be sent to:
First National Bank
PO Box 108078
Omaha, NE 68108-0718
Routing: 10400016

Scott Bean
Memorial City Redevelopment Authority, TRZ 17
9510 Long Point Dr., Suite #150
Houston, TX 77065

March 13, 2018
Invoice No: 120-11973-006-1

Preliminary HMRP (Hazard Mitigation Grant Program) Grants

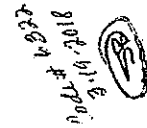
Professional Services through March 9, 2018

Project Name	Original Contract Amount	Total To Date	Previously Invoiced To Date	Current Payment Due	Residuals Due
Preliminary HMRP Grant Investigation	\$70,000.00	\$6,500.00	\$0.00	\$6,500.00	\$61,500.00
Total	\$70,000.00	\$6,500.00	\$0.00	\$6,500.00	\$53,500.00

Current Payment Due This Invoice: \$6,500.00

Billed to Date: \$6,500.00
Prior: \$0.00
Total: \$6,500.00

Authorized by: 
Muhammad Ali
Date: 02/13/18

8106-0118
Code 110-2018




Omnicap Group LLC
 Jeffrey B. Smith
 2285 E. Maple Ave
 El Segundo, CA 90245 US
 (310) 318-3065
 jsmith@omnicap.net
 www.omnicap.net

INVOICE

BILL TO
 Allen Boone Humphries Robinson
 3200 Southwest Freeway
 Suite 2800
 Houston, TX 77027
 c/o: Chedy Acres / (713) 860-6418

INVOICE # C118061
 DATE 03/13/2018

SAL ESPARZA, INC.

Remit To Address:
 PO BOX 90636
 HOUSTON, TEXAS 77290
 281-444-2983

Bill To
 Memorial City Redevelopment Authority, IT
 Scott Bean, Executive Director
 PO Box 22167
 Houston, Texas 77227-2167

Date	Invoice #
2/28/18	28306

Quantity	Description	Ratio	Amount
1	LUMPKIN BASIN # 1709	433.92	433.92
1	BRIAR BRANCH BASIN # 1731A	655.40	655.40
Balance Due			\$1,089.32

Code #
 3-15-2018

DATE	ACTIVITY	AMOUNT
02/12/2018	CASH 37-453 \$10,000,000 Memorial City Redevelopment Authority Tax Increment Contract Revenue Bonds Series 2026 Interim Excess Earnings Report Compilation Date: Feb 12 2018 Excess Earnings Report Fee	5,000.00

Wire & ACH Instructions:
 Bank of America
 ABA #: 026-009-583 (Wire Transfer) or 121-000-355 (ACH)
 Account Name: Omnicap Group LLC Invoice #
 Account #: 00639 - 05106
 Mail checks to Omnicap at the above address and note the invoice #.

BALANCE DUE

\$5,000.00

Code # 10344
 3-14-2018

Please contact Jeff Smith at (310) 318-3065 / jsmith@omnicap.net for questions on this invoice.

Please update your records with our new address: 2285 E. Maple Avenue, El Segundo, CA 90245

Thank you for this opportunity to be of service.



March 6, 2018

Scott Bean
Memorial City Redevelopment Authority
c/o Hawes, Hill and Associates
PO Box 22167
Houston, Texas 77227-2167

Reference: Town & Country Blvd. and Town & Country Way
Reconstruction and Drainage Improvements
LAN Project No.: 120-11972-004
WBS No. N-T17000-0017-4
SER Construction Partners, LLC Payment No. 06

Dear Mr. Bean:

SER Construction Partners, LLC (SER) has submitted estimate No. 06 in the amount of \$1,035,735.08 for construction services rendered through February 28, 2018.

Based on our review, SER has complied with all requirements stated in the estimate and we recommend payment of \$1,035,735.08 to SER.

The following billing information is to be used for payment:

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

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

Sincerely,

Muhammad Ali, P.E.
Project Manager

MA:rlb
Enclosures: SER Pay Est. No. 06

Code # 1717
3-6-2018

MEMORIAL CITY REDEVELOPMENT AUTHORITY
Tax Incremental Reinvestment Zone No. 17

ESTIMATE AND CERTIFICATE FOR
PAYMENT UNIT PRICE WORK

Project Name : Town & Country Blvd. and Town & Country Way Reconst. And Drainage Improv
Contractor Name : SER Construction Partners, LLC
Address : 3515 Pasadena Blvd.
Pasadena, TX 77503

Contract Date : 7/14/2017
Start Date : 8/12/2017
Substantial Completion Date : 9/12/2018
Percentage By Time : 46.30%
Date Insurance Exp. : 6/30/2018
In Place : 44.35%
Current MVBRE : N/A
Schedule Update Received : 2/8/2018

WBS No. : N-T17000-0017-4

CONTRACT TIME IN CALENDAR DAYS
Original Contract Time : 365
Approved Extension : 0
Total Contract Time : 365
Days Used to Date : 169
Days Remaining to Date : 196
Schedule Update Received : 2/8/2018
\$3,478,677.99

No.	Date	Description	Amount
		Total Approved Extension	\$230,133.00

No.	Date	Description	Amount
Total Change Orders to Date			
			\$230,133.00

A. EARNINGS TO DATE

1. Work Completed to Date 41.15% Complete
2. Material Stored on Site 0.00
3. Material Stored in Place 0.00
4. Balance-Materially Accepted Not in Place 0.00
5. Work Change Directives - in Place @ 65% \$0.00

B. DEDUCTIONS

1. Retainage 5% Of \$3,658,296.18 \$182,914.81
2. Retainage Release 0% Of \$0.00 \$0.00
3. Total Retainage \$182,914.81
4. Unliquidated Damages \$0.00
5. Assessments 0.00 Days @ \$5,000.00 \$0.00
6. Inspector Overtime Costs \$0.00

C. AMOUNT DUE THIS PERIOD

1. Total Earnings to Date \$3,658,296.18
2. Total Deductions \$182,914.81
3. Total Payments Due \$3,475,381.35
4. Less Previous Payments \$1,439,646.27
5. Retention Adjustment \$1,035,735.08

TOTAL CONTRACT AMOUNT (includes WCD) \$3,245,641.20
TOTAL EARNINGS TO DATE \$3,475,381.35
TOTAL DEDUCTIONS \$182,914.81
TOTAL AMOUNT DUE CONTRACTOR THIS DATE \$3,292,466.54

Prepared By:
Richard L. Butler
Reviewed By:
Scott Bean, TIR217 Executive Director

Approval By: _____ Date: 3/6/2018
Payment No. 06

PROJECT: TOWN AND COUNTRY RECONSTRUCTION
 WBS NO. N-T17000-0017-4

OWNER:
 MEMORIAL CITY REDEVELOPMENT AUTHORITY
 2925 BRIAR PARK DR.
 HOUSTON, TEXAS 7704
 HARRIS COUNTY

CONTRACTOR:
 SER CONSTRUCTION PARTNERS LLC
 3636 PASADENA BLVD
 PASADENA, TEXAS 77503

ESTIMATE February 2018

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
1	MOBILIZATION	1	LS	\$ 400,000.00	\$ 400,000.00	1.00	0	1.00	\$0.00	\$400,000.00
2	TRAFFIC CONTROL AND REGULATION	1	LS	\$230,000.00	\$ 230,000.00	0	0	0	\$0.00	\$0.00
2-A	SET UP	1	LS	\$60,000.00	\$ 60,000.00	1	1	1	\$0.00	\$60,000.00
2-B	MONTHLY	12	MON	\$14,166.67	\$ 170,000.00	5	5	6	\$14,166.67	\$85,000.00
3	UNIFORMED PEACE OFFICERS	6,500	HR	\$ 30.00	\$ 195,000.00	0	0	0	\$0.00	\$0.00
4	PORTABLE CONCRETE LOW PROFILE TRAFFIC BARRIER INSTALLED	1,000	LF	\$ 23.00	\$ 23,000.00	560	0	560	\$0.00	\$12,880.00
5	PORTABLE CONCRETE LOW PROFILE TRAFFIC BARRIER MOVED & RESET	1,000	LF	\$ 6.40	\$ 6,400.00	0	0	400	\$2,560.00	\$2,560.00
6	PORTABLE CONCRETE LOW PROFILE TRAFFIC BARRIER REMOVED	1,000	LF	\$ 9.80	\$ 9,800.00	0	0	0	\$0.00	\$0.00
7	INLET PROTECTION BARRIER	1,026	LF	\$ 3.20	\$ 3,283.20	100	24	124	\$76.80	\$396.80
8	SODDING	2,500	SY	\$ 4.70	\$ 11,750.00	0	0	0	\$0.00	\$0.00
9	FILTER FABRIC FENCE	3,324	LF	\$ 2.30	\$ 7,645.20	370	500	870	\$1,150.00	\$2,001.00
10	TYPE-C MANHOLE ON VAULT-COMplete IN PLACE	13	EA	\$ 1,000.00	\$ 13,000.00	3	0	3	\$0.00	\$3,000.00
11	TYPE-C MANHOLE	4	EA	\$ 3,000.00	\$ 12,000.00	0	0	0	\$0.00	\$0.00
12	6'x4' ACCESS DOOR	1	LF	\$ 9,000.00	\$ 9,000.00	0	0	0	\$0.00	\$0.00
13	REMOVE AND DISPOSE OF 8-INCH DIAMETER STORM SEWER	74	LF	\$ 6.00	\$ 444.00	0	0	0	\$0.00	\$0.00
14	REMOVE AND DISPOSE OF 10-INCH DIAMETER STORM SEWER	11	LF	\$ 6.50	\$ 71.50	0	0	0	\$0.00	\$0.00
15	REMOVE AND DISPOSE OF 12-INCH DIAMETER STORM SEWER	61	LF	\$ 7.60	\$ 463.60	0	0	0	\$0.00	\$0.00
16	REMOVE AND DISPOSE OF 15-INCH DIAMETER STORM SEWER	56	LF	\$ 8.80	\$ 492.80	0	0	0	\$0.00	\$0.00
17	REMOVE AND DISPOSE OF 18-INCH DIAMETER STORM SEWER	65	LF	\$ 9.20	\$ 598.00	252	0	252	\$0.00	\$2,318.40
18	REMOVE AND DISPOSE OF 24-INCH DIAMETER STORM SEWER	403	LF	\$ 10.70	\$ 4,312.10	0	0	0	\$0.00	\$0.00
19	REMOVE AND DISPOSE OF 30-INCH DIAMETER STORM SEWER	280	LF	\$ 12.10	\$ 3,388.00	0	0	0	\$0.00	\$0.00
20	REMOVE AND DISPOSE OF 36-INCH DIAMETER STORM SEWER	714	LF	\$ 13.60	\$ 9,710.40	0	576	576	\$7,833.60	\$7,833.60
21	REMOVE AND DISPOSE OF EXISTING INLETS, ALL TYPES	12	EA	\$ 393.00	\$ 4,716.00	0	0	0	\$0.00	\$0.00
22	REMOVE AND DISPOSE OF EXISTING MANHOLES, ALL TYPES	9	EA	\$ 404.60	\$ 3,641.40	0	0	0	\$0.00	\$0.00
23	24-INCH DIAMETER STORM SEWER BY OPEN-CUT-COMLETE	372	LF	\$ 146.30	\$ 54,423.60	45	24	69	\$9,511.20	\$10,094.70
24	30-INCH DIAMETER STORM SEWER BY OPEN-CUT-COMLETE	80	LF	\$ 110.20	\$ 8,816.00	0	0	0	\$0.00	\$0.00
25	36-INCH DIAMETER STORM SEWER BY OPEN-CUT-COMLETE	25	LF	\$ 194.00	\$ 4,850.00	0	0	0	\$0.00	\$0.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTION
 WBS NO. N-17000-0017-4

OWNER:
 MEMORIAL CITY REDEVELOPMENT AUTHORITY
 2925 BRIAR PARK DR.
 HOUSTON, TEXAS 7704
 HARRIS COUNTY

CONTRACTOR:
 SER CONSTRUCTION PARTNERS LLC
 3636 PASADENA BLVD
 PASADENA, TEXAS 77503

ESTIMATE February 2018

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
26	48-INCH DIAMETER STORM SEWER BY OPEN-CUT-	98	LF	\$ 252.60	\$ 24,754.80	0	0	24	\$6,062.40	\$6,062.40
27	TYPE C INLET	5	EA	\$ 2,200.00	\$ 11,000.00	0	0	0	\$0.00	\$0.00
28	TYPE C INLET WITH EXTENSIONS	3	EA	\$ 3,200.00	\$ 9,600.00	0	0	0	\$0.00	\$0.00
29	TYPE C INLET WITH TWO EXTENSIONS	2	EA	\$ 3,500.00	\$ 7,000.00	0	0	0	\$0.00	\$0.00
30	TYPE C1 INLET	3	EA	\$ 3,400.00	\$ 10,200.00	0	0	0	\$0.00	\$0.00
31	TYPE B8 INLET	18	EA	\$ 2,200.00	\$ 39,600.00	3	3	6	\$6,600.00	\$13,200.00
32	27-INCH FLAP GATE, COMPLETE IN PLACE	1	EA	\$ 13,000.00	\$ 13,000.00	0	0	0	\$0.00	\$0.00
33	UNDERGROUND DETENTION VAULTS, COMPLETE IN PLACE									
33	<i>per change order no 1.</i>									
34	ADJUSTING WATER METER VAULT COVER	1	LS	\$ 3,233.865	\$ 3,233.865	0.394	0.394	0.6682	\$886,725.78	\$2,160,868.59
35	TRENCH SAFETY SYSTEMS	1	EA	\$ 1,500.00	\$ 1,500.00	0	0	0	\$0.00	\$0.00
35	TRENCH SAFETY SYSTEMS	270	LF	\$ 0.20	\$ 54.00	0	0	0	\$0.00	\$0.00
36	4-INCH DIAMETER DIP WATER LINE BY TRENCHLESS	25	LF	\$ 167.00	\$ 4,175.00	0	0	0	\$0.00	\$0.00
37	6-INCH DIAMETER DIP WATER LINE BY TRENCHLESS	25	LF	\$ 145.00	\$ 3,625.00	0	0	0	\$0.00	\$0.00
38	4-INCH DIAMETER DIP WATER LINE BY TRENCHLESS	25	LF	\$ 232.00	\$ 5,800.00	0	0	0	\$0.00	\$0.00
39	CONSTRUCTION WITH RESTRAINED JOINTS	270	LF	\$ 96.00	\$ 25,920.00	1041	1041	1041	\$0.00	\$99,936.00
40	CONSTRUCTION WITH RESTRAINED JOINTS	70	LF	\$ 242.00	\$ 16,940.00	70	70	70	\$0.00	\$16,940.00
41	CONSTRUCTION	1,310	LF	\$ 70.00	\$ 91,700.00	663	663	663	\$0.00	\$46,410.00
42	12-INCH DIAMETER DIP WATER LINE 20-INCH STEEL CASING BY OPEN-CUT WITH RESTRAINED JOINTS	40	LF	\$ 158.00	\$ 6,320.00	40	40	40	\$0.00	\$6,320.00
43	CONSTRUCTION WITH RESTRAINED JOINTS	260	LF	\$ 126.00	\$ 32,760.00	126	126	126	\$0.00	\$15,876.00
44	5/8-INCH TO 1-INCH DIAMETER WATERTAPS AND COPPER SERVICE LINE WITH METER BOX, LONG SIDE	5	EA	\$ 1,500.00	\$ 7,500.00	0	0	0	\$0.00	\$0.00
45	1.5-INCH TO 2-INCH DIAMETER WATERTAPS AND COPPER SERVICE LINE WITH METER BOX, LONG SIDE	8	EA	\$ 2,235.00	\$ 17,880.00	3	3	3	\$0.00	\$6,705.00
46	4-INCH DIAMETER WET CONNECTION	2	EA	\$ 500.00	\$ 1,000.00	1	1	1	\$0.00	\$500.00
47	16-INCH DIAMETER WET CONNECTION	1	EA	\$ 600.00	\$ 600.00	0	0	0	\$0.00	\$0.00
48	8-INCH DIAMETER WET CONNECTION	3	EA	\$ 3,000.00	\$ 9,000.00	2	2	2	\$0.00	\$6,000.00
49	12-INCH DIAMETER WET CONNECTION	1	EA	\$ 3,600.00	\$ 3,600.00	1	1	1	\$0.00	\$3,600.00
50	CUT, PLUG AND ABANDON EXISTING 4-INCH DIAMETER WATER LINE	2	EA	\$ 230.00	\$ 460.00	1	1	1	\$0.00	\$730.00
51	CUT, PLUG AND ABANDON EXISTING 6-INCH DIAMETER WATER LINE	1	EA	\$ 240.00	\$ 240.00	0	0	0	\$0.00	\$0.00
52	CUT & PLUG EXISTING 6-INCH F.H. LEAD	1	EA	\$ 120.00	\$ 120.00	0	0	0	\$0.00	\$0.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTION
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 HARRIS COUNTY

ESTIMATE February 2018

CONTRACTOR:
 SER CONSTRUCTION PARTNERS LLC
 3636 PASADENA BLVD
 PASADENA, TEXAS 77503

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
53	CUT, PLUG AND ABANDON EXISTING 8-INCH DIAMETER WATER LINE	3	EA	\$ 300.00	\$ 900.00	2	2	2	\$0.00	\$600.00
54	CUT, PLUG AND ABANDON EXISTING 12-INCH DIAMETER WATER LINE	2	EA	\$ 500.00	\$ 1,000.00	1	1	1	\$0.00	\$500.00
55	PLUG & CLAMP PROPOSED 12-INCH DIAMETER WATER LINE	1	EA	\$ 480.00	\$ 480.00	0	0	0	\$0.00	\$0.00
56	FIRE HYDRANT ASSEMBLY, ALL DEPTHS, INCLUDING 6-INCH	7	EA	\$ 3,800.00	\$ 26,600.00	5	5	5	\$0.00	\$19,000.00
57	6-INCH DIAMETER FIRE HYDRANT BRANCH BY OPEN-CUT	35	LF	\$ 65.50	\$ 2,292.50	10	10	10	\$0.00	\$655.00
58	REMOVE AND SALVAGE EXISTING FIRE HYDRANT	4	EA	\$ 560.00	\$ 2,240.00	0	0	0	\$0.00	\$0.00
59	12-INCH BY 12-INCH DIAMETER TAP, SLEEVE AND VALVE	1	EA	\$ 9,500.00	\$ 9,500.00	1	1	1	\$0.00	\$9,500.00
60	16-INCH BY 12-INCH DIAMETER TAP, SLEEVE AND VALVE	1	EA	\$ 10,000.00	\$ 10,000.00	1	1	1	\$0.00	\$10,000.00
61	STORM VAULTS CORING (SANITARY SEWER CASING INSTALLATION)	11	EA	\$ 1,000.00	\$ 11,000.00	0	0	0	\$0.00	\$0.00
62	4-FOOT DIAMETER PRECAST SANITARY MANHOLE	11	EA	\$ 2,000.00	\$ 22,000.00	6	6	6	\$0.00	\$12,000.00
63	EXTRA DEPTH, 4-FOOT DIAMETER PRECAST SANITARY MANHOLE	21	VL	\$ 165.00	\$ 3,465.00	16.18	16.18	16.18	\$0.00	\$2,669.70
64	MANHOLE DROPS: 8-INCH DIAMETER, ALL DEPTHS	4	EA	\$ 500.00	\$ 2,000.00	4	4	4	\$0.00	\$2,000.00
65	MANHOLE DROPS: 12-INCH DIAMETER, ALL DEPTHS	1	EA	\$ 800.00	\$ 800.00	0	0	0	\$0.00	\$0.00
66	REMOVE AND DISPOSE 8-INCH SANITARY SEWER	543	LF	\$ 17.00	\$ 9,265.00	0	0	0	\$0.00	\$0.00
67	REMOVE AND DISPOSE 10-INCH SANITARY SEWER	270	LF	\$ 20.00	\$ 5,400.00	271	271	271	\$0.00	\$5,420.00
68	REMOVE AND DISPOSE OF EXISTING SANITARY MANHOLE	9	EA	\$ 400.00	\$ 3,600.00	3	3	3	\$0.00	\$1,200.00
69	ABANDON AND FILL MANHOLE	3	EA	\$ 600.00	\$ 600.00	0	0	0	\$0.00	\$0.00
70	ABANDON AND FILL 8-INCH DIAMETER SEWER	35	LF	\$ 12.00	\$ 420.00	0	0	0	\$0.00	\$0.00
71	ABANDON AND FILL 12-INCH DIAMETER SEWER	490	LF	\$ 20.00	\$ 9,800.00	0	0	0	\$0.00	\$0.00
72	TRENCH SAFETY SYSTEMS	1,540	LF	\$ 0.20	\$ 308.00	358	358	358	\$0.00	\$71.60
73	6-INCH SANITARY SEWER PIPE IN 12-INCH STEEL CASING BY OPEN-CUT	70	LF	\$ 140.00	\$ 9,800.00	0	0	0	\$0.00	\$0.00
74	10-INCH SANITARY SEWER PIPE IN 20-INCH STEEL CASING BY OPEN-CUT	15	LF	\$ 200.00	\$ 3,000.00	0	0	0	\$0.00	\$0.00
75	8-INCH SANITARY SEWER BY OPEN-CUT	400	LF	\$ 100.00	\$ 40,000.00	331	64	395	\$6,400.00	\$39,500.00
76	8-INCH PRESSURE RATED SANITARY SEWER BY OPEN-CUT	90	LF	\$ 108.00	\$ 9,720.00	0	0	0	\$0.00	\$0.00
77	8-INCH PRESSURE RATED SANITARY SEWER BY OPEN-CUT WITH RESTRAINED JOINTS	20	LF	\$ 128.00	\$ 2,560.00	0	0	0	\$0.00	\$0.00
78	10-INCH SANITARY SEWER BY OPEN-CUT	255	LF	\$ 122.00	\$ 31,110.00	271	271	271	\$0.00	\$33,062.00
79	12-INCH SANITARY SEWER BY OPEN-CUT	280	LF	\$ 164.00	\$ 45,920.00	534	534	534	\$0.00	\$87,576.00
80	12-INCH PRESSURE RATED SANITARY SEWER BY OPEN-CUT	285	LF	\$ 160.00	\$ 45,600.00	0	0	0	\$0.00	\$0.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTION
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OWNER:
 MEMORIAL CITY REDEVELOPMENT AUTHORITY
 2925 BRIAR PARK DR.
 HOUSTON, TEXAS 7704
 HARRIS COUNTY

ESTIMATE February 2018

CONTRACTOR:
 SER CONSTRUCTION PARTNERS LLC
 3636 PASADENA BLVD
 PASADENA, TEXAS 77503

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
81	6-INCH SANITARY SEWER LEADS	120	LF	\$ 78.00	\$ 9,360.00	0	0	0	\$0.00	\$0.00
82	TEMPORARY ASPHALT	1,000	SY	\$ 64.00	\$ 64,000.00	1040.95	124.6	1165.55	\$7,974.40	\$74,595.20
83	TEMPORARY ASPHALT ROADWAY (EXTENSION ROAD)	1,200	SY	\$ 66.00	\$ 79,200.00	139	459.3	588.3	\$90,313.80	\$38,827.80
	REMOVE AND DISPOSE OF REINFORCED CONCRETE									
84	PAVEMENT WITH OR WITHOUT ASPHALT OVERLAY	6,250	SY	\$ 6.40	\$ 40,000.00	856	1500	2356	\$9,600.00	\$15,078.40
	REMOVE AND DISPOSE OF ASPHALT PARKING LOT									
85	INCLUDING SUBGRADE (EXTENSION ROAD)	2,000	SY	\$ 6.50	\$ 13,000.00	2000		2000	\$0.00	\$13,000.00
86	REMOVE AND REPLACE BRICK PAVERS	980	SY	\$ 57.60	\$ 56,448.00	0		0	\$0.00	\$0.00
	REMOVE AND DISPOSE OF DRIVEWAYS (ALL MATERIALS, ALL THICKNESSES)									
87	REMOVE AND DISPOSE OF DRIVEWAYS (ALL MATERIALS, ALL THICKNESSES)	650	SY	\$ 11.60	\$ 7,540.00	69.14		69.14	\$0.00	\$802.02
88	REMOVE AND DISPOSE OF SIDEWALKS (ALL MATERIALS, ALL THICKNESSES)	600	SY	\$ 8.80	\$ 5,280.00	0		0	\$0.00	\$0.00
89	ROADWAY BORROW	2,235	CY	\$ 21.00	\$ 46,935.00	0		0	\$0.00	\$0.00
90	ROADWAY EXCAVATION	4,040	CY	\$ 21.00	\$ 84,840.00	2020	1000	3020	\$21,000.00	\$63,840.00
91	REMOVE CONCRETE CURB, ALL HEIGHTS	1,350	LF	\$ 2.00	\$ 2,700.00	0		0	\$0.00	\$0.00
92	CONCRETE CURB (ALL FINISHES, 6INCHES AND GREATER)	4,000	LF	\$ 3.40	\$ 13,600.00	0	590	590	\$2,006.00	\$2,006.00
93	CONCRETE CURB 3'	255	LF	\$ 3.40	\$ 867.00	0	0	0	\$0.00	\$0.00
94	CONCRETE CURB (10E WALL 0" TO 24")	110	LF	\$ 80.00	\$ 8,800.00	0	0	0	\$0.00	\$0.00
95	LIME/FLY-ASH STABILIZED SUBGRADE, 8-INCH	10,400	SY	\$ 5.70	\$ 59,280.00	2102		2102	\$0.00	\$11,981.40
96	LIME FOR LIME STABILIZED SUBGRADE	200	TON	\$ 171.10	\$ 34,220.00	49.04		49.04	\$0.00	\$8,390.74
97	ROUNDABOUT PAVERS	2,210	SF	\$ 14.20	\$ 31,382.00	0		0	\$0.00	\$0.00
98	CROSS-WALK ACCENT PAVERS	2,250	SF	\$ 14.40	\$ 32,400.00	0		0	\$0.00	\$0.00
	7 INCH HIGH EARLY STRENGTH CONCRETE DRIVEWAY, INCLUDING EXCAVATION AND BASE									
99	INCLUDING EXCAVATION AND BASE	6,300	SF	\$ 10.00	\$ 63,000.00	622.29		3256.29	\$26,340.00	\$32,562.90
100	10-INCH REINFORCED CONCRETE PAVEMENT	7,950	SY	\$ 62.50	\$ 496,875.00	1913		1913	\$0.00	\$119,562.50
	10-INCH REINFORCED CONCRETE PAVEMENT(HIGH EARLY STRENGTH)									
101	10-INCH CONTINUOUSLY REINFORCED CONCRETE PAVEMENT (TXDOT)(HIGH EARLY STRENGTH)	1,300	SY	\$ 70.00	\$ 91,000.00	0		0	\$0.00	\$0.00
102	10-INCH CONTINUOUSLY REINFORCED CONCRETE PAVEMENT (TXDOT)(HIGH EARLY STRENGTH)	400	SY	\$ 75.00	\$ 30,000.00	0		0	\$0.00	\$0.00
103	6-INCH CEMENT STABILIZED BASE (TXDOT)	350	SY	\$ 24.00	\$ 8,400.00	0		0	\$0.00	\$0.00
104	6-INCH LIME TREATED SUBGRADE (TXDOT)	350	SY	\$ 10.00	\$ 3,500.00	0		0	\$0.00	\$0.00
105	BOARD EXPANSION JOINT WITH LOAD TRANSFER DEVICE	1042	LF	\$ 9.00	\$ 9,378.00	355		355	\$0.00	\$3,195.00
106	HORIZONTAL DOWELS, ALL LENGTHS	520	EA	\$ 7.40	\$ 3,848.00	344		344	\$0.00	\$2,545.60
107	SAW-CUT CONCRETE PAVEMENT(ALL DEPTHS)	460	LF	\$ 15.00	\$ 6,900.00	1901		1901	\$0.00	\$28,515.00
108	ADA ACCESSIBLE WHEELCHAIR RAMPS	1,320	SF	\$ 7.30	\$ 9,636.00	0		0	\$0.00	\$0.00
109	ADA DETECTABLE WARNING PAVERS	11	SY	\$ 40.00	\$ 440.00	0		0	\$0.00	\$0.00
110	4 1/2" THICK CONCRETE SIDEWALK	25,000	SF	\$ 6.20	\$ 155,000.00	0		0	\$0.00	\$0.00
111	CONCRETE CURB (ALL FINISHES, 6INCHES AND GREATER)	240	LF	\$ 3.40	\$ 816.00	0		0	\$0.00	\$0.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTION
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OWNER:
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 2925 BRIAR PARK DR,
 HOUSTON, TEXAS 77024
 HARRIS COUNTY

ESTIMATE February 2018

CONTRACTOR:
 SER CONSTRUCTION PARTNERS LLC
 3636 PASADENA BLVD
 PASADENA, TEXAS 77503

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
7	7 INCH HIGH EARLY STRENGTH CONCRETE DRIVEWAY,									
112	INCLUDING EXCAVATION AND BASE	5,500	SF	\$ 8.30	\$ 45,650.00	0	0	0	\$ 0.00	\$ 0.00
113	ADA ACCESSIBLE WHEELCHAIR RAMPS	50	SF	\$ 10.30	\$ 515.00	0	0	0	\$ 0.00	\$ 0.00
114	4 1/2" THICK CONCRETE SIDEWALK	380	SF	\$ 6.50	\$ 2,470.00	0	0	0	\$ 0.00	\$ 0.00
115	TRENCH DRAIN COMPLETE WITH GRATE	145	LF	\$ 60.00	\$ 8,700.00	0	0	0	\$ 0.00	\$ 0.00
116	AREA DRAINS IN HARDSCAPE	1	EA	\$ 1,000.00	\$ 1,000.00	0	0	0	\$ 0.00	\$ 0.00
117	ATRIUM DRAINS IN PLANTING	5	EA	\$ 600.00	\$ 3,000.00	0	0	0	\$ 0.00	\$ 0.00
118	ADS N12 PIPE	450	LF	\$ 44.30	\$ 19,935.00	0	0	0	\$ 0.00	\$ 0.00
119	FRENCH DRAIN	175	LF	\$ 31.80	\$ 5,565.00	0	0	0	\$ 0.00	\$ 0.00
120	TREE ROOTBALL DRAINAGE PIPE	19	EA	\$ 45.00	\$ 855.00	0	0	0	\$ 0.00	\$ 0.00
121	CURB RAMPS COMPLETE AS DETAILED	44	EA	\$ 1,500.00	\$ 66,000.00	0	0	0	\$ 0.00	\$ 0.00
122	12" CONCRETE ACCENT BANDS	177	LF	\$ 20.00	\$ 3,540.00	0	0	0	\$ 0.00	\$ 0.00
123	18" CONCRETE ACCENT BANDS	42	LF	\$ 30.00	\$ 1,260.00	0	0	0	\$ 0.00	\$ 0.00
124	PAVERS IN WALKWAYS	1,800	SF	\$ 16.70	\$ 30,060.00	0	0	0	\$ 0.00	\$ 0.00
125	PAVERS IN CROSSWALKS	3,300	SF	\$ 14.30	\$ 47,190.00	0	0	0	\$ 0.00	\$ 0.00
126	CROSSWALK PAVERS EDGE	350	SF	\$ 15.60	\$ 5,460.00	0	0	0	\$ 0.00	\$ 0.00
127	PLAZA PAVERS TYPES 1	1,900	SF	\$ 16.90	\$ 32,110.00	0	0	0	\$ 0.00	\$ 0.00
128	PLAZA PAVERS TYPES 2	1,600	SF	\$ 17.80	\$ 28,480.00	0	0	0	\$ 0.00	\$ 0.00
129	DETECTABLE PAVERS	500	SF	\$ 13.80	\$ 6,900.00	0	0	0	\$ 0.00	\$ 0.00
130	TREE PAVER GRATES	8	EA	\$ 4,000.00	\$ 32,000.00	0	0	0	\$ 0.00	\$ 0.00
131	IRRIGATION SERVICE TAP AND METER	3	EA	\$ 7,000.00	\$ 21,000.00	0	0	0	\$ 0.00	\$ 0.00
132	BACKFLOW DEVICE WITH ENCLOSURE	3	EA	\$ 2,312.00	\$ 6,936.00	0	0	0	\$ 0.00	\$ 0.00
133	CONTROLLER WITH SENSORS, INSTALLED	3	EA	\$ 3,464.00	\$ 10,392.00	0	0	0	\$ 0.00	\$ 0.00
134	CONTROL VALVES WITH BOX, INSTALLED	41	EA	\$ 345.00	\$ 14,145.00	0	0	0	\$ 0.00	\$ 0.00
135	POP-UP SPRAY ZONE, COMPLETE	5,000	SF	\$ 8.10	\$ 40,500.00	0	0	0	\$ 0.00	\$ 0.00
136	DRIP TUBING ZONE, COMPLETE	16,000	SF	\$ 1.40	\$ 22,400.00	0	0	0	\$ 0.00	\$ 0.00
137	IRRIGATION MAINLINE COMPLETE WITH CONTROL WIRE	2,500	LF	\$ 3.10	\$ 7,750.00	0	0	0	\$ 0.00	\$ 0.00
138	SLEEVES	2,500	LF	\$ 13.90	\$ 34,750.00	0	0	322	\$ 4,475.80	\$ 4,475.80
139	TABLE ENSEMBLE 4 BENCH	2	EA	\$ 1,850.00	\$ 3,700.00	0	0	0	\$ 0.00	\$ 0.00
140	TABLE ENSEMBLE 3 BENCH	2	EA	\$ 1,600.00	\$ 3,200.00	0	0	0	\$ 0.00	\$ 0.00
141	TRASH RECEPTACLES	2	EA	\$ 1,100.00	\$ 2,200.00	0	0	0	\$ 0.00	\$ 0.00
142	BERMUDA SOD	2,800	SF	\$ 0.50	\$ 1,400.00	0	0	0	\$ 0.00	\$ 0.00
143	SYNTHETIC TURF	420	SF	\$ 10.40	\$ 4,368.00	0	0	0	\$ 0.00	\$ 0.00
144	30" BOX MEXICAN SYCAMORE	35	EA	\$ 1,600.00	\$ 56,000.00	0	0	0	\$ 0.00	\$ 0.00
145	100 GALLON BALD CYPRESS	76	EA	\$ 1,156.00	\$ 87,856.00	0	0	0	\$ 0.00	\$ 0.00
146	3 GALLONS INDIAN HAWTHORNE	150	EA	\$ 17.60	\$ 2,640.00	0	0	0	\$ 0.00	\$ 0.00
147	1 GALLONS NEARLY WILD ROSE	290	EA	\$ 18.70	\$ 5,423.00	0	0	0	\$ 0.00	\$ 0.00
148	4" POT SEASONAL COLOR	4,350	EA	\$ 2.30	\$ 10,005.00	0	0	0	\$ 0.00	\$ 0.00
149	4" POT ASIAN JASMINE	11,450	EA	\$ 2.30	\$ 26,335.00	0	0	0	\$ 0.00	\$ 0.00
150	1 GALLON TANGERINE BULBINE	1,010	EA	\$ 7.80	\$ 7,878.00	0	0	0	\$ 0.00	\$ 0.00
151	STEEL EDGING	300	LF	\$ 6.40	\$ 1,920.00	0	0	0	\$ 0.00	\$ 0.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTION
 WBS NO. N-117000-0017-4

OWNER:
 MEMORIAL CITY REDEVELOPMENT AUTHORITY
 2925 BRIAR PARK DR.
 HOUSTON, TEXAS 7704
 HARRIS COUNTY

ESTIMATE February 2018

CONTRACTOR:
 SER CONSTRUCTION PARTNERS LLC
 3636 PASADENA BLVD
 PASADENA, TEXAS 77503

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
152	CONCRETE SEATWALLS COMPLETE WITH FOUNDATION	51	LF	\$ 70.20	\$ 3,580.20	0	0	0	\$0.00	\$0.00
153	CONCRETE PLANTER WALLS COMPLETE WITH FOUNDATION	363	LF	\$ 41.60	\$ 15,100.80	0	0	0	\$0.00	\$0.00
154	TYPE "A" PEDESTRAIN LIGHT FIXTURE W/POLE	50	EA	\$ 5,317.60	\$ 265,880.00	0	0	0	\$0.00	\$0.00
155	TYPE "B" COVE ACCENT LIGHT FIXTURE W/ACCESSORIES	250	LF	\$ 693.60	\$ 173,400.00	0	0	0	\$0.00	\$0.00
156	2" PVC SCH. 80 CONDUIT W/PULL BOXES	5,000	LF	\$ 9.80	\$ 49,000.00	0	0	865	\$8,477.00	\$8,477.00
157	3" PVC SCH. 80 CONDUIT W/PULL BOXES	800	LF	\$ 15.00	\$ 12,000.00	0	0	0	\$0.00	\$0.00
158	NO. 12 AWG CONDUCTOR	100	LF	\$ 1.70	\$ 170.00	0	0	0	\$0.00	\$0.00
159	NO. 8 AWG CONDUCTOR	22,000	LF	\$ 1.20	\$ 26,400.00	0	0	0	\$0.00	\$0.00
160	NO. 4 AWG CONDUCTOR	1,500	LF	\$ 1.70	\$ 2,550.00	0	0	0	\$0.00	\$0.00
161	NO. 2 AWG CONDUCTOR	200	LF	\$ 2.80	\$ 560.00	0	0	0	\$0.00	\$0.00
162	DMK CABLE (BELDEN 3105A)	1,500	LF	\$ 1.80	\$ 2,700.00	0	0	0	\$0.00	\$0.00
163	SMALL PULL BOX	5	EA	\$ 635.80	\$ 3,179.00	0	0	0	\$0.00	\$0.00
164	LARGE PULL BOX	2	EA	\$ 809.20	\$ 1,618.40	0	0	0	\$0.00	\$0.00
165	ELECTRICAL SERVICE DROP W/RISER, WHEATHERHEAD, CONDUIT, WIRING AND METER	1	EA	\$ 1,734.00	\$ 1,734.00	0	0	0	\$0.00	\$0.00
166	ELECTRICAL SERVICE ENCLOSURE W/FOUNDATION, GROUNDING, 120/240V PANEL W/BREAKERS, LIGHTING	1	EA	\$ 23,470.00	\$ 23,470.00	0	0	0	\$0.00	\$0.00
167	CONTACTORS AND DMK CONTROLS	86	EA	\$ 498.00	\$ 42,828.00	0	0	0	\$0.00	\$0.00
168	RAISED REFLECTIVE PAVEMENT MARKERS, TYPE II-A-A	75	EA	\$ 4.60	\$ 345.00	0	0	0	\$0.00	\$0.00
169	THERMOPLASTIC PAVEMENT MARKINGS (Y) 4" (SLD)	3,619	LF	\$ 0.90	\$ 3,257.10	0	0	0	\$0.00	\$0.00
170	THERMOPLASTIC PAVEMENT MARKINGS (Y) 4" (BRK)	2,074	LF	\$ 0.90	\$ 1,866.60	0	0	0	\$0.00	\$0.00
171	THERMOPLASTIC PAVEMENT MARKINGS (Y) 24" (SLD)	196	LF	\$ 7.50	\$ 1,470.00	0	0	0	\$0.00	\$0.00
172	THERMOPLASTIC PAVEMENT MARKINGS (Y) 24" (SLD)	196	LF	\$ 7.50	\$ 1,470.00	0	0	0	\$0.00	\$0.00
173	THERMOPLASTIC PAVEMENT MARKINGS (W) 12" (SLD)	236	LF	\$ 4.00	\$ 944.00	0	0	0	\$0.00	\$0.00
174	THERMOPLASTIC PAVEMENT MARKINGS (W) 24" (SLD)	58	LF	\$ 7.50	\$ 435.00	0	0	0	\$0.00	\$0.00
175	(MEDIAN NOSE)									
176	THERMOPLASTIC PAVEMENT MARKINGS (WORD)	5	EA	\$ 138.70	\$ 693.50	0	0	0	\$0.00	\$0.00
177	THERMOPLASTIC PAVEMENT MARKINGS (ARROW)	4	EA	\$ 173.40	\$ 693.60	0	0	0	\$0.00	\$0.00
178	REMOVE EXIST. POLE & LIGHT	10	EA	\$ 144.50	\$ 1,445.00	0	0	0	\$0.00	\$0.00
179	PROPOSED POLE FOUNDATIONS	10	EA	\$ 347.00	\$ 3,470.00	0	0	0	\$0.00	\$0.00
180	PROPOSED LIGHTING CONDUIT (2-INCH PVC)	20	EA	\$ 2,200.00	\$ 44,000.00	0	0	0	\$0.00	\$0.00
181	PROPOSED PULL BOXES	2,685	LF	\$ 12.10	\$ 32,488.50	0	0	740	\$8,954.00	\$8,954.00
182	8-INCH LINE STOP	5	EA	\$ 400.00	\$ 2,000.00	0	0	0	\$0.00	\$0.00
183	RE-MOBILIZATION/DE-MOBILIZATION	3	EA	\$ 5,500.00	\$ 16,500.00	0	0	0	\$0.00	\$0.00
184	GROUND WATER TRENCH DEWATERING	1	LS	\$ 28,900.00	\$ 28,900.00	0	0	0	\$0.00	\$0.00
185	EXCAVATION AROUND OBSTRUCTIONS	1,450	LF	\$ 28.90	\$ 41,905.00	0	0	0	\$0.00	\$0.00
186	EXTRA HAND EXCAVATION	200	CY	\$ 17.00	\$ 3,400.00	0	0	0	\$0.00	\$0.00
		200	CY	\$ 23.10	\$ 4,620.00	0	0	0	\$0.00	\$0.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTION
 WBS NO. N-T1.7000-0017-4

OWNER:
 MEMORIAL CITY REDEVELOPMENT AUTHORITY
 2925 BRIAR PARK DR.
 HOUSTON, TEXAS 7704
 HARRIS COUNTY

ESTIMATE February 2018

CONTRACTOR:
 SER CONSTRUCTION PARTNERS LLC
 3636 PASADENA BLVD
 PASADENA, TEXAS 77503

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
187	EXTRA MACHINE EXCAVATION	200	CY	\$ 11.60	\$ 2,320.00	0	0	0	\$0.00	\$0.00
	EXTRA PLACEMENT OF BACKFILL (CEMENT STABILIZED SAND OR GRANULAR FILL)	200	CY	\$ 23.00	\$ 4,600.00	0	0	0	\$0.00	\$0.00
189	6-INCH OVER EXCAVATION OF TRENCH BOTTOM	2,500	CY	\$ 11.60	\$ 29,000.00	0	0	0	\$0.00	\$0.00
190	EXTRA DUCTILE IRON COMPACT FITTINGS IN PLACE	4	EA	\$ 474.00	\$ 1,896.00	0	0	0	\$0.00	\$0.00
191	EXTRA FITTINGS IN PLACE	8	EA	\$ 2,312.00	\$ 18,496.00	0	0	0	\$0.00	\$0.00
192	WATER METER VAULT COVER	1	EA	\$ 2,890.00	\$ 2,890.00	0	0	0	\$0.00	\$0.00
193	8-INCH SANITARY SEWER PLUG & CLAMP	3	EA	\$ 147.00	\$ 441.00	0	0	0	\$0.00	\$0.00
194	CUT & PLUG PROPOSED 4-INCH DIAMETER WATER LINE	2	EA	\$ 120.50	\$ 241.00	0	0	0	\$0.00	\$0.00
195	CUT & PLUG PROPOSED 6-INCH DIAMETER WATER LINE	1	EA	\$ 132.00	\$ 132.00	0	0	0	\$0.00	\$0.00
196	EXTRA CEMENT STABILIZED SAND BACKFILL	300	CY	\$ 46.20	\$ 13,860.00	0	0	0	\$0.00	\$0.00
197	EXTRA MACHINE EXCAVATION	150	CY	\$ 11.60	\$ 1,740.00	0	0	0	\$0.00	\$0.00
198	EXTRA PLACEMENT OF SELECT BACKFILL MATERIAL	150	CY	\$ 20.80	\$ 3,120.00	0	0	0	\$0.00	\$0.00
199	STREET CUT PERMITS	1	LS	\$ 5,000.00	\$ 5,000.00	0	0	0	\$0.00	\$0.00
200	TXDOT PERMIT	1	LS	\$ 5,000.00	\$ 5,000.00	0	0	0	\$0.00	\$0.00
201	WORK CHANGE DIRECTIVES	1	LS	\$ 250,000.00	\$ 250,000.00	0	0	0	\$0.00	\$0.00
202	CENTERPOINT STREET LIGHTING	1	LS	\$ 10,000.00	\$ 10,000.00	0	2,942	2,942	\$29,420.00	\$29,420.00

CONTRACT AMOUNT
 WORK COMPLETED TO DATE
 LESS RETAINAGE
 TOTAL LESS RETAINAGE
 ADJUSTMENTS
 LESS PREVIOUS REQUESTED
 AMOUNT DUE THIS MONTH

\$ 8,478,677.80
 \$ 3,658,296.16
 \$ 182,914.81
 \$ 3,475,381.35

\$2,439,646.27
 \$1,085,735.08

\$1,083,647.45 \$3,658,296.16

PARTIAL WAIVER AND RELEASE
ON PROGRESS PAYMENT

Contractor:
Owner:
Project:

SER Construction Partners, LLC
Memorial City Redevelopment Authority
TOWN & COUNTRY BOULEVARD AND TOWN & COUNTRY
WAY RECONSTRUCTION AND DRAINAGE IMPROVEMENTS
FROM BELTWAY 8 FRONTAGE ROAD TO TOWN & COUNTRY
LN. FROM TOWN & COUNTRY WAY TO IH-16 FRONTAGE
ROAD (WBS No. N-T17000-0017-4)

On receipt by SER CONSTRUCTION PARTNERS, LLC, a Texas limited liability company (the "Contractor") of a check from MEMORIAL CITY REDEVELOPMENT AUTHORITY (the "Owner") in the sum of \$ 1,033,007.05, payable to the Contractor, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the Contractor's position that the Contractor has on the property of the Owner with respect to Contractor's work on the Project.

This release covers a progress payment for all labor, services, equipment, or other materials furnished to the property or to the Owner for the Project as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modification s and changes, or other items furnished and not covered by the payment referenced herein.

Before any recipient of this document relies upon this document, the recipient should verify evidence of payment to the Contractor.

The Contractor warrants that it has already paid or will use the funds received from this progress payment to promptly pay in full, all the Contractor's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced Project regarding the attached statement(s) or progress payment request(s).

Date: 03/01/2018

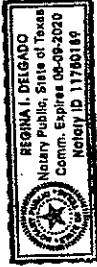
SER CONSTRUCTION PARTNERS, LLC,
a Texas limited liability company

By: [Signature]
Name: Rosabel E. Ramos
Title: President

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF HARRIS §

SAID SUBSCRIBED, SWORN TO, AND ACKNOWLEDGED BEFORE ME, BY THE
ON THIS 11 DAY OF MARCH, 2018,
TO CERTIFY WHICH WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE.



[Signature]
Notary Public, State of Texas

My Commission Expires: 06-09-2020

MONTHLY SUBCONTRACTOR PAYMENT REPORTING FORM

Legal Project Name: Town and Country Reconstruction
WBS No.: N-T17000-0017-4
Contractor's Company Name: SER Construction Partners, L.L.C.
Address: 3838 Pasadena Blvd., Pasadena Tx. 77503

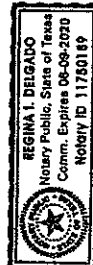
CERTIFICATION

Roabel E Ramos - President
above referenced Contract, hereby certifies that (1) Contractor has paid all subcontractors, except those noted below, (2) Contractor made such payments (a) in proportion to the amount City paid Contractor and (b) in accordance and compliance with all applicable Contract Documents and laws; and (3) Contractor withheld no sums from any subcontractor for allegations of deficiency in Work. The term "subcontractor", as used herein, includes all persons or firms furnishing work, materials, services or equipment Contractor ordered incorporated into Work or placed near the Project for which the City made partial payment.

EXCEPTION: Contractor sent Payment Notifications to the following subcontractors explaining why Contractor withheld payment. Copies are attached.

Subcontractor Name: _____ Subcontractor Name: _____
Street Address: _____ Street Address: _____
City, State, and Zip Code: _____ City, State, and Zip Code: _____
Amount of Payment Withheld: _____ Amount of Payment Withheld: _____
Date Payment First Withheld: _____ Date Payment First Withheld: _____
Description of Good Faith Reason: _____ Description of Good Faith Reason: _____

Signature of Contractor's Representative: _____
Date: _____
Notary Public in and for the State of Texas
My Commission Expires: 06-01-2020
Explanation Date: _____



swa

WORK ORDER # 16
Date: February 22, 2018
Invoice No: 172548
For Period: January
Project No: RHT501.B
Project Manager: Rheitt Rentrop
To: Memorial City Redevelopment Authority/Houston TIRZ 17
Attn: Linda Clayton
c/o Haves Hill and Associates LLP
PO Box 22167
Houston, TX 77227-2167

Project: CIP 1717 Town & Country West Drainage and Mobility Improvements CA

WORK PERFORMED:
Submittals & RFIs.
Professional Services from January 1, 2018 to January 31, 2018
Fee

Table with 4 columns: Fee, Total Fee, Percent Complete, Total Earned. Values include 28,720.00, 37.00, 10,886.40, 8,618.80, 2,377.60, 2,377.60.

Total Due this Invoice \$2,377.60

Handwritten notes: 810618, 1/11, 2/22/18

Remit to: SWA Group, PO Box 5804, Sausalito, CA 94968, +1.415.332.5100

swa

WORK ORDER # 15

Date: February 22, 2018
Invoice No: 172536
For Period: January
Project No: RHT5601
Project Manager: James Vick

To: Memorial City Redevelopment
Authority/Houston TIRZ 17
Attn: Linda Clayton
c/o Hawes Hill and Associates LLP
PO Box 22167
Houston, TX 77227-2167

Project: Memorial City Redevelopment Authority Professional Design Services

WORK PERFORMED:
Planning and design services for BWS trail, coordination with TIRZ17 and MMD with stake holders
Professional Services from January 1, 2018 to January 31, 2018
Professional Personnel

Principals	Hours	Rate	Amount
Vick, James	3.00	235.00	705.00
Staff Sharkey, Darren	1.00	98.80	98.80

Total Fee Due This Invoice


803.80
\$803.80

Total Due this Invoice

Authorized Fee:	\$ 25,000.00
Previously Billed:	\$ 16,933.86
Current:	\$ 803.80
Remainder Fee:	\$ 7,262.34

Remit to:
SWA Group
PO Box 5904
Sausalito, CA 94966
+1.415.332.5100

Please refer to our invoice number and Project number when making payment.
A discount of 1% on current charges allowed if paid in full in thirty days.
A service charge will be assessed on all past due accounts.

 Code # 1725
3-6-2018

swa

Date: February 22, 2018
Invoice No: 172535
For Period: January
Project No: RHT5602
Project Manager: James Vick

To: Memorial City Redevelopment
Authority/Houston TIRZ 17
Attn: Linda Clayton
c/o Hawes Hill and Associates LLP
PO Box 22167
Houston, TX 77227-2167

Project: North Gessner DD CD

WORK PERFORMED:
Site Visits; Preliminary Design; Design Conferences and Coordination; Management Districts Design
Coordination.
Professional Services from January 1, 2018 to January 31, 2018
Professional Personnel

Principals	Hours	Rate	Amount
Vick, James	11.00	235.00	2,585.00

Total Fee Due This Invoice

2,585.00


Total Due this Invoice

\$2,585.00

Total Budget:	\$243,620.00
Prior Billed:	\$51,818.90
Current:	\$2,585.00
Billed to Date:	\$54,503.90
Percent Complete:	22%
Remaining Budget:	\$189,116.10

Remit to:
SWA Group
PO Box 5904
Sausalito, CA 94966
+1.415.332.5100

Please refer to our invoice number and Project number when making payment.
A discount of 1% on current charges allowed if paid in full in thirty days.
A service charge will be assessed on all past due accounts.

 Code # 1732A
3-6-2018

swa

Work Order # 13 CIP T-1738A
 Date: March 16, 2018
 Invoice No: 172712
 For Period: February
 Project No: RHTS603
 Project Manager: James Vick
 To: Memorial City Redevelopment
 Authority/Houston TIRZ 17
 Attn: Linda Clayton
 c/o Hawes Hill and Associates LLP
 PO Box 22167
 Houston, TX 77227-2167

Project: Memorial Drive Drainage and Mobility

WORK PERFORMED:
 Project Start-up, Review Design Concepts, Attend Meetings and Conferences.
 Professional Services from October 1, 2018 to February 28, 2018

Principals	Hours	Rate	Amount
Vick, James	38.00	245.00	8,820.00
Total Due This Invoice			8,820.00
Total Due this invoice			\$8,820.00

Total Budget:	\$286,820.00
Prior Billed:	\$0.00
Current:	\$8,820.00
Billed to Date:	\$8,820.00
Percent Complete:	3%
Remaining Budget:	\$278,000.00

Order # 1738A
 3/16/2018

Remit to:
 SWA Group
 PO Box 5804
 Sausalito, CA 94968
 +1.415.332.5100

Please refer to our invoice number and Project number when making payment.
 A discount of 1% on current charges allowed if paid in full in thirty days.
 A service charge will be assessed on all past due accounts.

swa

WORK ORDER # 18
 Date: March 15, 2018
 Invoice No: 172873
 For Period: February
 Project No: RHTS501.B
 Project Manager: Ricelt Renrop

To: Memorial City Redevelopment
 Authority/Houston TIRZ 17
 Attn: Linda Clayton
 c/o Hawes Hill and Associates LLP
 PO Box 22167
 Houston, TX 77227-2167

Project: CIP 1717 Town & Country West Drainage and Mobility Improvements CA

WORK PERFORMED:
 Revisions to RFP 1; Construction Phase Services.
 Professional Services from February 1, 2018 to February 28, 2018

Fee	Total Fee	Percent Complete	Total Earned	Previous Fee Billing	Current Fee Billing	Total Fee
	28,720.00	67.00	19,912.40	10,996.40	8,916.00	8,916.00
Total Due this Invoice						\$8,916.00

Order # 1717
 3/15/2018

Remit to:
 SWA Group
 PO Box 5804
 Sausalito, CA 94968
 +1.415.332.5100

Please refer to our invoice number and Project number when making payment.
 A discount of 1% on current charges allowed if paid in full in thirty days.
 A service charge will be assessed on all past due accounts.

The Goodman Corporation
 3200 Travis Street, Ste. 200
 Houston, TX 77006

swa

Work Order # 12 CIP T-1732A/B
 Date: March 10, 2018
 Invoice No: 172702
 For Period: February
 Project No: RHTSS02
 Project Manager: James Vick

To: Memorial City Redevelopment
 Authority/Houston TIRZ 17
 Attn: Linda Clayton
 c/o Hayes Hill and Associates LLP
 PO Box 22167
 Houston, TX 77227-2167

Project: North Gessner DD CD

WORK PERFORMED:
 Site Visits; Preliminary Design; Design Conferences and Coordination; Management Districts Design
 Coordination.
 Professional Services from February 1, 2018 to February 28, 2018

Principals	Hours	Rate	Amount
Rentrop, Rhett	4.00	210.00	840.00
Vick, James	9.00	245.00	2,205.00
Associates Gentile, Christopher	4.00	111.15	444.60

Total Fee Due This Invoice: 3,489.60
 Total Due this Invoice: \$3,489.60

Total Budget:	\$243,620.00
Prior Billed:	\$54,503.90
Current:	\$3,489.60
Billed to Date:	\$57,993.50
Percent Complete:	24%
Remaining Budget:	\$185,626.50

Remit to:
 SWA Group
 PO Box 5904
 Sausalito, CA 94968
 +1.415.332.5100

Please refer to our invoice number and Project number when making payment.
 A discount of 1% on current charges allowed if paid in full in thirty days.
 A service charge will be assessed on all past due accounts.

Invoice

Bill To
 Mt. Michelle Lofton
 BTI Bookkeeping Services
 P.O. Box 73109
 Houston, TX 77273

Date	2/28/2018
Invoice #	2-2018-1

Item	Description	Rate	Prior %	Curr %	Amount
Contract Services	Task 1 - Program Management, Oversight, and Intergovernmental Coordination for Memorial Drive # 1732A	30,000.00	68%	10.00%	3,000.00
Contract Services	Task 2 - Program Management, Oversight, and Intergovernmental Coordination for North Gessner # 1732A	100,000.00	81%	7.00%	7,000.00

Total	\$10,000.00
Balance Due	\$10,000.00

Phone #	713-951-7951
Fax #	713-951-7957

Code # See above WART025
 2/27/2018

Code # 1732A
 2/27/2018



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

AUSTIN:
 911 W. Anderson Lane
 Suite 200
 Austin, TX 78757
 (512) 234-8002

PROGRESS REPORT

The Goodman Corporation
 3200 Travis Street, Ste. 200
 Houston, TX 77006

To: Scott Bean, Executive Director

From: Jim Webb

Date: March 1, 2018

Re: TIP Project Assistance and Oversight (MCT101) – February 2018

Task

1 – Program Management, Oversight, and Intergovernmental Coordination for Memorial Drive

Comments:

- Coordinate with TxDOT regarding kick off meeting.
- Gather documentation requested by TxDOT in advance of kick off meeting.
- Coordinate with COH regarding attendance at kick off meeting. Provide COH with background information.
- Review project timeline and budget.
- Coordinate with project team regarding kick off meeting.
- Discussion with TxDOT project manager. Coordination with LAN.

Previous % Complete

66%

Current % Complete

78%

2 – Program Management, Oversight, and Intergovernmental Coordination for North Gessner

Comments:

- Prepare for and participate in meeting with Councilmember.
- Prepare for and participate in Design Summary Report (DSR) meeting.
- Review red-line DSR and provide comments to RPS.
- Review project schedule with design team and TxDOT.
- Develop summary of outreach activities related to project and send to RPS.
- Review project timeline and budget in relation to TxDOT FY, COH FY, and TIRZ CIP.
- Discuss landscape options and requirements with TxDOT staff.

81%

88%

Invoice

Bill To
 Scott Bean
 TIRZ#17 Memorial City Redevelopment Autho
 c/o Hayes Hill & Associates LLP
 P.O. Box 22167
 Houston, TX 77227-2167

Date	2/28/2018
Invoice #	2-2018-4

Terms	
Project	BUN100

Item	Description	Rate	Prior %	Curr %	Project
Contract Services	Task 1 - Completion of Project Planning Documentation in Support of a Full Grant Application	22,520.50	75%	15.00%	Amount 3,378.08
Contract Services	Task 2 - Project Support, Pursuit of Funding, and Grant Application Preparation	16,508.50	30%	5.00%	825.43

Total	\$4,203.51
Balance Due	\$4,203.51

Phone #	713-951-7951
Fax #	713-951-7957

Code # 1738A
 3/6/2018



THE GOODMAN CORPORATION

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

AUSTIN:
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THEGOODMANCORP.COM

PROGRESS REPORT

THE GOODMAN CORPORATION

provide greater opportunities for sponsors to submit and compete for funding, via H-GAC's competitive process.

A schedule for the next Call-for-Projects was released. It indicates that project applications will be eligible to be submitted in June or July of 2018.

TGC attended the following H-GAC meetings in February:

- Mobility Working Group Meeting – None Scheduled
- Joint TIP/RTP Subcommittee – February 7, 2018
- Designing for Pedestrian Safety: FHWA Workshop – February 8, 2018
- Regional Transit Subcommittee – None Scheduled
- Technical Advisory Committee (TAC) – February 17, 2018
- Transportation Policy Council (TPC) - Cancelled by H-GAC

H-GAC is still working to finalize components of the TIP Project Matrix, the program schedule, and all the various technical aspects of the Call-for-Projects in the 30-60 days. TGC continues to monitor for additional funding opportunities for sponsor agencies that are specific to transportation, mobility, and infrastructure improvements. IGM has additional news and updates on local, regional, state, and federal matters.

Task	Previous % Complete	Current % Complete
1 – Completion of Project Planning Documentation in Support of a Full Grant Application	75%	90%

Comment: TGC continues to coordinate with project partners while developing the project planning document to support the H-GAC RTP/TIP discretionary funding opportunity.

Work on the environmental assessment and cost benefit analysis for the project is nearing completion. The updated schematics provided by LAN and RPS provide a clear overview of all project components. A draft of the NEPA review is complete. As well, a draft cost/benefit analysis is complete. Regarding these two documents these items include the following:

- Preliminary NEPA Review provides information on existing conditions in the project area and a review of planned improvements through the lens of gaining NEPA approval.
 - NEPA impact categories and state and federal regulations were considered, as well as potential impacts or the anticipated need for additional analysis or agency coordination to complete the NEPA process.
 - Relevant census data, maps, and photos are provided. Categories reviewed include: hazardous materials, historic and archeological resources, air quality, wetlands, and socioeconomic/environmental justice.
- Cost benefit analysis reviews the project from an economic, development, and impact perspective.

TGC has developed a draft Inter-local Agreement to outline project partner roles for the joint pursuit of funding in the 2019-2022 Houston-Galveston Area Council (H-GAC) Transportation Improvement Program (TIP) Call for Projects. The ILA with updated cost estimates has been forwarded to both project partners for their review and approval. The ILA will be included with the pending TIP application submission to H-GAC.

2 – Project Support, Pursuit of Funding, and Grant Application Preparation	30%	35%
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Comment: During the month of February, TGC continued monitoring updates to the TIP/RTP project Matrix. The revised TIP/RTP criterion includes eligibility for roadways classified as collectors, the expansion of project funding limits, and the added eligibility of design funding. These modifications

The Goodman Corporation
 3200 Travis Street, Ste. 200
 Houston, TX 77006


Invoice

Bill To	Invoice #
Mt. Michelle Lohon 571 Bookkeeping Services P.O. Box 73109 Houston, TX 77273	3-2018-1

Date	Project
3/31/2018	MCT101

Item	Description	Rate	Prior %	Curr %	Amount
Contract Services	Task 1 - Program Management, Oversight, and Intergovernmental Coordination for Memorial Drive	30,000.00	78%	15.00%	4,500.00 \$ 173.84
Contract Services	Task 2 - Program Management, Oversight, and Intergovernmental Coordination for North Oyster	100,000.00	88%	5.00%	5,000.00 \$ 1732.4

Total	\$9,500.00
Balance Due	\$9,500.00

Code # MACT
 3/27/2018


Phone #	Fax #
713-951-7951	713-951-7957

3/7/2018

Invoice #: 43015371

Bill To:

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


Invoice **Balance Due: \$8,000.00**

Description	Amount
Professional consulting and administrative fee, March 2018	\$8,000.00

Terms: C.O.D.

Total Amount: \$8,000.00

Owed As Of: 3/7/2018

Code # 6340
3-15-2018


MEMORIAL CITY REDEVELOPMENT AUTHORITY TIRZ NO. 17,
TAX REINVESTMENT ZONE 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. Review the Arbitrage Rebate Report for the Series 2008 bonds.

\$10,000,000
Memorial City Redevelopment Authority
Tax Increment Contract Revenue Bonds,
Series 2008

Interim Excess Earnings Report
Computation Date: February 12, 2018

Report Date: March 15, 2018



Transmittal Letter of Omnicap	Tab
<u>Bond Issue and Report Information</u>	I
Schedule i: Defined Terms	
Schedule ii: Relevant Dates, Notes, Bond Issue Information and Report Assumptions	
<u>Computation of Excess Earnings</u>	II
Schedule A: Summary of Excess Earnings Computations and Bond Issue Information (Sources and Uses)	
Schedule B: Arbitrage Yield Calculation	
Schedule C1: Computation of Excess Earnings - Cumulative Rebate Liability	
Schedule C2: Computation of Excess Earnings - Yield Restriction Liability	
Schedule D: Balance Analyses	
Schedule E: Cash Flow Activity Detail	
Schedule F: Commingled Fund Analyses	
Schedule G: Reasonably Required Reserve Analysis	
<u>Supporting Schedule</u>	III
Appendix A: Reserve Portion Determination	

March 15, 2018

Memorial City Redevelopment Authority
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, TX 77027

Re: \$10,000,000
Memorial City Redevelopment Authority
Tax Increment Contract Revenue Bonds,
Series 2008
Interim Computation Period: February 12, 2008 to February 12, 2018

Ladies and Gentlemen:

Pursuant to our engagement letter, we have prepared this report (the "Report") of the excess earnings liability of the Memorial City Redevelopment Authority (the "Issuer") in connection with the above-captioned issue (the "Bonds") for the above-referenced period (the "Interim Computation Period") with respect to the nonpurpose investments. The Report includes computations and the assumptions on which such computations are based.

The Report is based on an examination and interpretation of specific laws, regulations, and rulings applicable to the Bonds. Laws, regulations, rulings, amendments or interpretations issued subsequent to the date of this transmittal letter may require revisions to the excess earnings liability.

The scope of our engagement consisted of preparing the Report based on information supplied to us by you and ETI Bookkeeping Services (the "Bookkeeper"). In preparing the schedules in the Report based on information contained in various bond documents and information provided by you and the Bookkeeper, we relied upon certain information, computations and references to various elections without independent verification, recomputation, or confirmation. We express no opinion as to the completeness, accuracy, or suitability of such information for purposes of calculating the excess earnings with respect to the Bonds and we have not been engaged to examine the compliance of the Bonds with any other rules or requirements in the Code and Treasury Regulations. We have no obligation to update the Report because of any events occurring, changes in existing laws, regulations, or rulings or interpretations thereof, or data or information received, subsequent to the date hereof.



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As detailed on Schedule A, Cumulative Excess Earnings for the Interim Computation Period from February 12, 2008 through February 12, 2018:

Excess Earnings XE (Arbitrage Rebate Liability):	\$	(78,448.65)
Arbitrage Rebate Payment Due (90% of XE):	\$	-
Excess Earnings XE (Yield Restriction Liability):	\$	-
Yield Reduction Payment Due (90% of XE):	\$	-

Treasury Regulations require that ninety percent (90%) of the Cumulative Arbitrage Rebate (reduced by any applicable computation date credits) and Yield Restriction Liabilities be remitted to the IRS no later than 60 days from the end of the Second Installment Computation Date. Accordingly, based on the attached analysis, no payment needs to be remitted to the IRS on or before April 13, 2018 (60 days after February 12, 2018).

Ninety percent (90%) of the Cumulative Arbitrage Rebate (reduced by any applicable computation date credits) and Yield Restriction Liabilities are required to be rebated to the United States no later than 60 days after the Next Installment Computation Date set forth on Schedule ii. Such Cumulative Arbitrage Rebate and Yield Restriction Liabilities are subject to change, however, pursuant to computations undertaken up to and including the Next Installment Computation Date. Additionally, should the Bonds be retired prior to the Next Installment Computation Date, 100% of the Cumulative Arbitrage Rebate (reduced by any applicable computation date credits) and Yield Restriction Liabilities as of such retirement date will become due and payable within 60 days.

Based on and subject to the foregoing, the computations shown in the Report are mathematically accurate, were performed in accordance with applicable federal law and regulations.

This Report is not to be used, circulated, quoted, referred to, or relied upon by any other person without our express written permission.

Very truly yours,



Omnicap



Bond Issue and Report Information
Schedules i & ii

<u>Terms</u>	<u>Definition</u>
Memorial City RDA 2008_02.12.18	\$10,000,000, Memorial City Redevelopment Authority, Tax Increment Contract Revenue Bonds, Series 2008.
Bond Year:	Pursuant to Treasury Regulations ("T.R.") Section 1.148-1(b), a bond year is each 1-year period that ends on the day selected by the issuer. The first and last bond years may be short periods. If no day is selected by the issuer before the earlier of the final maturity date of the issue or the date that is 5 years after the issue date, bond years end on each anniversary of the issue date and on the final maturity date.
First Installment Computation Date:	Pursuant to T.R. § 1.148-3(f), the first rebate installment payment must be made for a computation date that is not later than 5 years after the issue date. Under § 1.148-3(e)(1), for a fixed yield issue, an issuer may treat any date as a computation date.
Next Installment Computation Date:	Pursuant to T.R. § 1.148-3(f), subsequent rebate installment payments must be made for a computation date that is not later than 5 years after the previous computation date for which an installment payment was made.
Expected Final Computation Date:	Pursuant to T.R. § 1.148-3(e)(2), the date an issue is discharged is the final computation date. For an issue retired within 3 years of the issue date, however, the final computation date need not occur before the end of 8 months after the issue date or during the period in which the issuer reasonably expects that any of the spending exceptions under T.R. § 1.148-7 will apply to the issue.
Method for Computing Excess Earnings on Bond Proceeds:	Future value of all the nonpurpose receipts with respect to the issue over the future value of all the nonpurpose payments with respect to the issue, determined as of the Computation Date.
Arbitrage Yield Calculation Method:	Discount rate that produces the same present value when used in computing all the issue payments paid and to be paid in connection with the bonds that are part of the issue and present value of all the issue prices of the bonds that are part of the issue.
Accrual Method:	Economic accrual method (the method of computing yield that is based on the compounding of interest at the end of each compounding period).
Day Count Basis:	Muni Days (30 / 360).
Compounding Interval:	Semi-Annual 30 / 360.
Fair Market Value:	The fair market value of an investment is the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's-length transaction. Fair market value generally is determined on the date on which a contract to purchase or sell the nonpurpose investment becomes binding (i.e., the trade date rather than the settlement date). The fair market value of investments purchased with bond proceeds are not increased by brokerage commissions, administrative expenses, or similar expenses unless otherwise permitted under applicable Treasury Regulations and noted herein.
Computation Date Credits:	A computation credit amount is applied on the last day of each bond year during which there are amounts allocated to gross proceeds of an issue that are subject to the rebate requirement, and on the final maturity date.
Rebate Payments:	Under T.R. § 1.148-3(3) rebate payment must be paid no later than 60 days after the computation date to which the payment relates. Any rebate payment paid within this 60-day period may be treated as paid on the computation date to which it relates. The future value of a rebate payment is computed by taking into account recoveries of overpayments.
Yield Reduction Payments:	Under T.R. § 1.148-5(c), yield reduction payments must be paid no later than 60 days after the computation date to which the payment relates. Any yield reduction payment paid within this 60-day period may be treated as paid on the computation date to which it relates. The future value of a yield reduction payment is computed by taking into account recoveries of overpayments.
BFDS:	Bona Fide Debt Service Fund ("BFDS") means a fund, which may include proceeds of an issue, that -- (1) is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year; and (2) is depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of: (i) the earnings on the fund for the immediately preceding bond year; or (ii) one-twelfth of the principal and interest payments on the issue for the immediately preceding bond year.
Two-Year Spending Exception:	A construction issue is treated as meeting the rebate requirement for available construction proceeds if those proceeds are allocated to expenditures for governmental purposes of the issue in accordance with the following schedule (the 2-year expenditure schedule), measured from the issue date - (i) At least 10 percent within 6 months (the first spending period); (ii) At least 45 percent within 1 year (the second spending period); (iii) At least 75 percent within 18 months (the third spending period); and (iv) 100 percent within 2 years (the fourth spending period).
Transferred Proceeds:	Under T.R. § 1.148-9(b) transferred proceeds is determined when proceeds of the refunding issue discharge any of the outstanding principal amount of the prior issue, proceeds of the prior issue become transferred proceeds of the refunding issue and cease to be proceeds of the prior issue.
Commingled Fund:	Under T.R. § 1.148-6(e)(2) if gross proceeds of an issue are commingled with other monies, the allocation must be based on a consistently applied, reasonable ratable allocation method.
Minor Portion:	Under T.R. § 1.148-2(g), a bond of an issue is not an arbitrage bond solely because of the investment in higher yielding investments of gross proceeds of the issue in an amount not exceeding the lesser of (A) 5 percent of the sale proceeds of an issue, or (B) \$100,000.

<u>1) Relevant Dates & Periods</u>	<u>Reference</u>
Dated Date:	February 12, 2008 As set forth in the Federal Tax Certificate (the "Tax Certificate").
Delivery/Issue Date:	February 12, 2008 As set forth in the Tax Certificate.
First Bond Year:	February 12, 2009 Absent a selection to the contrary, we have treated February 12, 2009 as the end of the first Bond Year.
First Installment Computation Date:	February 12, 2013 Absent a selection to the contrary, we have treated the Fifth Bond Year as the first installment computation date.
Computation Date (Arbitrage Rebate):	February 12, 2018 As directed by the Issuer's counsel.
Next Installment Computation Date:	September 1, 2019 The next installment computation date is the early retirement date of the Bonds.
Expected Final Computation Date:	September 1, 2019 The final computation date is the early retirement date of the Bonds.
Computation Period (Arbitrage):	February 12, 2008 - February 12, 2018 Issue Date through Rebate Computation Date.
<u>2) Arbitrage Yield Notes & Assumptions</u>	<u>Reference</u>
Single Issue For Tax Purposes:	As set forth in Section 14 of the Tax Certificate, the Bonds represent a single issue for tax purposes.
Type of Issue:	Fixed rate issue.
Qualified Guarantee:	We are not aware of any fees that have been paid for a qualified guarantee.
Qualified Hedge:	We are not aware of any contracts that have been entered into with respect to the Bonds that may constitute a qualified hedge.
Arbitrage Yield:	Calculated as set forth in Section 10 of the Tax Certificate.
Arbitrage Yield used in Report:	4.449680% - See Schedule B.
<u>3) Funds & Accounts</u>	
The following funds were established as set forth in the Tax Certificate and/or contained proceeds of the Bonds based on information provided by the Issuer.	
Project Fund	Debt Service Fund
The following funds were established as set forth in the Indenture of Trust and did not contain proceeds of the Bonds based on information provided by the Bookkeeper:	
Pledged Revenue Fund	Rebate Fund
Surplus Fund	
BFDS ("Bona Fide Portion"):	As set forth in Section 12(a) of the Tax Certificate and T.R. § 1.148-1(b), we have treated the Bona Fide Portion of the Debt Service Fund as a BFDS.
BFDS ("Carryover Determination"):	Consistent with Section 12(a) of the Tax Certificate and T.R. § 1.148-1(b), we have determined the allowable carryover portion of the BFDS as the greater of the A) the earnings in the previous year and, B) 1/12 of the annual debt service paid in the previous bond year.
BFDS Exception	As set forth in Section 12(a) of the Tax Certificate, § 148(f)(4)(A)(ii) of the Code, and T.R. § 148-3(k) we have treated amounts invested in the BFDS as not subject to rebate or yield restriction.
<u>4) Purpose of Issue, Refunded & Refunding Info.</u>	<u>Reference</u>
Purpose of Issue:	New Money Issue.
Refunded Bonds (the "Prior Bonds"):	N/A
Refunding Bonds:	A portion of the Bonds were currently refunded and redeemed by the Issuer's Tax Increment Contract Revenue Refunding Bonds, Series 2016.
<u>5) Rebate Payments and Credits</u>	<u>Reference</u>
Computation Date Credits:	See Schedule C1 herein.
Prior Rebate Payment Credits:	See Schedule C1 herein.
Prior Yield Reduction Payment Credits:	See Schedule C2 herein.
<u>6) Special Notes</u>	<u>Reference</u>
Scope of Analysis:	This analysis includes the determination of arbitrage rebate and yield restriction on nonpurpose investments through the Computation Date.
Transferred Proceeds:	Pursuant to Treasury Regulations Section 1.148-9(b), all unexpended sales and investment proceeds of the Bonds cease to be treated as proceeds of the Bonds and instead are treated as proceeds of the Refunding Bonds as proceeds of the Refunding Bonds are used to discharge principal of the Bonds. However, all sales and investment proceeds of the Bonds were expended on or before the first date on which proceeds of the Refunding Bonds were used to pay principal of the Bonds, and therefore, there are no amounts subject to transfer.
Valuation of Investments:	On each computation date or other valuation date unless otherwise noted herein, nonpurpose investments purchased at par have been valued at par plus any accrued unpaid interest and fixed-rate investments purchased at a premium or discount have been present valued.
Yield Restriction (Project Funds):	Consistent with Section 11(b) of the Tax Certificate, gross proceeds of the Bonds invested in the Project Funds beyond the temporary period are subject to yield restriction. However, based on the information provided by the Bookkeeper, gross proceeds invested in the Project Funds have been expended prior to February 12, 2011 and therefore, have not been treated as subject to yield restriction.
Yield Restriction (Reserve Portion):	Consistent with Section 12 of the Tax Certificate, the portion of the Debt Service Fund (Reserve Portion) invested in excess of the reasonable required reserve amount is subject to yield restriction.
Commingled Fund:	We have allocated gross proceeds in the Project Funds that have been commingled with other proceeds of the Issuer based on a first-in-first-out basis. See Schedule F hereof.
Imputed Receipts:	Pursuant to T.R. § 1.148-5, amounts held in cash may not be treated as allocable to a "zero-yielding" investment. Thus, such amounts may not be treated as causing "negative arbitrage" that effectively offsets excess earnings with respect to higher yielding non-purpose investments.
Two-Year Spending Exception:	As set forth in Section 15(b) of the Tax Certificate, a portion of the Bonds are eligible for the Two-Year Spending Exception described in T.R. § 1.148-7(e). As there is no rebate liability with respect to the Bonds, we have not determined if the Issuer has satisfied the requirements of the Two-Year Spending Exception.
Investment Records:	We have assumed that we have been provided with investment data for all of the nonpurpose investments and to the extent the sources and uses identify an initial deposit to the project fund that exceeds the amount in the investment records, we have assumed the difference has been spent on the issue date.
Tax Certificate:	In preparing the attached computation of excess earnings, we have relied on information, conclusions, and statements contained in the Tax Certificate without independent verification, recomputation, or confirmation. We express no opinion as to the completeness, accuracy, or suitability of such information for purposes of calculating the excess earnings with respect to the Bonds.

6) **Special Notes (Continued)**

Additional Notes and Assumptions:

Reference

For purposes of preparing this report, it is assumed that: i) information provided to us is true, correct and complete; ii) at all times all "gross proceeds" (within the meaning of § 148(f) of the Code) of the Bonds have been contained in the funds contained in this report; iii) each purchase and sale of an investment shown in the information provided to us was undertaken in an arm's-length manner at a purchase price or sale price, as the case may be, equal to the "fair market value" of the investment within the meaning of applicable Treasury Regulations; and iv) except as stated explicitly in the information provided to us, the Issuer has made no elections with respect to the Bonds under § 148 of the Code or Treasury Regulations promulgated thereunder.

Computation of Excess Earnings
Schedules A - G

Arbitrage Rebate Liability

Computation Date	02/12/18
Cumulative Excess Earnings	\$ (78,448.65)
90% of Excess Earnings	-
Arbitrage Rebate Payment Due Date:	04/13/18
Arbitrage Rebate Payment Due:	-

Yield Restriction Liability

Computation Date	02/12/18
Cumulative Excess Earnings	\$ -
90% of Excess Earnings	-
Yield Reduction Payment Due Date:	04/13/18
Yield Reduction Payment Due:	-

Date & Issue Information

Dated Date	02/12/08
Issue Date	02/12/08
Computation Date	02/12/18
Next Required Payment Date	09/01/19
Early Retirement Date	09/01/19
Compounding Convention	Semi-Annual 30 / 360

Excess Earnings (XE) Summary

Nonpurpose Investments (Arbitrage Rebate and Yield Restriction)

Bond Yield	4.449680%
Internal Rate of Return (IRR)	0.469968%
Spread (IRR - Bond Yield)	-3.979712%

Arbitrage Rebate Summary

Adjusted Excess Earnings

Earnings (XE)	-
Comp Date Credits	(19,476.95)
Prior Rebate and Yield Restriction Payments	-
Debt Service Fund - (TexStar)	1,249.92
Project Fund - (TexStar)	21,353.16
Project Fund - (Texpool)	3,957.10
Gross Earnings / Cumulative Rebate & Yield Restriction Liability	26,560.17

Gross Earnings / Cumulative Rebate & Yield Restriction Liability

Debt Service Fund - (TexStar) Balance @ end of Period	-
Project Fund - (TexStar) Balance @ end of Period	-
Project Fund - (Texpool) Balance @ end of Period	-

Yield Restriction Summary

Bond Yield	4.449680%
Internal Rate of Return (IRR)	0.234614%
Spread (IRR - Bond Yield)	-4.215066%

Adjusted Excess Earnings

Earnings (XE)	-
Comp Date Credits	N/A
Prior Rebate and Yield Restriction Payments	-
Debt Service Fund - (TexStar)	-
Project Fund - (TexStar)	N/A
Project Fund - (Texpool)	N/A
Gross Earnings / Cumulative Rebate & Yield Restriction Liability	-

Sources and Uses

<u>Sources of Funds</u>	Bond Proceeds	Prior Bond Proceeds	Other Sources	Total
Par Amount	10,000,000.00	-	-	10,000,000.00
+ Original Issue Premium	-	-	-	-
- Original Issue Discount	-	-	-	-
Accrued Interest	-	-	-	-
Total Sources	10,000,000.00	-	-	10,000,000.00

Uses of Funds

Project Fund	9,660,500.00	-	-	9,660,500.00
Costs of Issuance	339,500.00	-	-	339,500.00
Total Uses	10,000,000.00	-	-	10,000,000.00

Payment Dates - Par - OIP/(OID)	
Dated Date:	02/12/08
Delivery Date:	02/12/08
Interest Payment Date #1:	09/01/08
Interest Payment Date #2:	03/01/09
First Maturity Date:	09/01/09
Last Maturity Date:	09/01/27

Issue Price for Yield Calculation	
Par:	10,000,000.00
Accrued Interest:	-
OIP/(OID):	-
Qualified Guarantee Payment:	-
Issue Price:	10,000,000.00
Present Value Results:	10,000,000.00
Variance:	0.00
Arbitrage Yield:	4.449680%

A	B	C	D	E	F	G	H	I	J
Date	Coupon	Price	Yield	Principal Amount	Accelerated Principal	Premium / Discount ((C / 100) * E - E)	Interest Amount (B / 2 * E) + Next i	Semiannual Debt Service Payments (E + F + H)	PV as of 02/12/08 @ PV Factor of 4.449680%
02/12/08									
09/01/08							245,986.11	245,986.11	240,074.16
03/01/09							222,500.00	222,500.00	212,426.36
09/01/09	4.450%	100.000	4.450%	345,000		-	222,500.00	567,500.00	530,014.58
03/01/10							214,823.75	214,823.75	196,267.23
09/01/10	4.450%	100.000	4.450%	360,000			214,823.75	574,823.75	513,740.46
03/01/11							206,813.75	206,813.75	180,813.99
09/01/11	4.450%	100.000	4.450%	375,000			206,813.75	581,813.75	497,599.77
03/01/12							198,470.00	198,470.00	166,048.37
09/01/12	4.450%	100.000	4.450%	390,000			198,470.00	588,470.00	481,623.47
03/01/13							189,792.50	189,792.50	151,951.82
09/01/13	4.450%	100.000	4.450%	410,000			189,792.50	599,792.50	469,755.06
03/01/14							180,670.00	180,670.00	138,420.38
09/01/14	4.450%	100.000	4.450%	430,000			180,670.00	610,670.00	457,682.32
03/01/15							171,102.50	171,102.50	125,446.19
09/01/15	4.450%	100.000	4.450%	450,000			171,102.50	621,102.50	445,459.22
03/01/16							161,090.00	161,090.00	113,020.39
09/01/16	4.450%	100.000	4.450%	470,000			161,090.00	631,090.00	433,134.82
03/01/17							150,632.50	150,632.50	101,133.27
09/01/17	4.450%	100.000	4.450%	490,000			150,632.50	640,632.50	420,753.64
03/01/18							139,730.00	139,730.00	89,774.32
09/01/18	4.450%	100.000	4.450%	510,000			139,730.00	649,730.00	408,356.02
03/01/19							128,382.50	128,382.50	78,932.42
09/01/19	4.450%	100.000	4.450%	535,000			128,382.50	663,382.50	398,985.55
03/01/20							116,478.75	116,478.75	68,530.42
09/01/20	4.450%	100.000	4.450%	560,000			116,478.75	676,478.75	389,344.86
03/01/21							104,018.75	104,018.75	58,564.64
09/01/21	4.450%	100.000	4.450%	585,000			104,018.75	689,018.75	379,488.35
03/01/22							91,002.50	91,002.50	49,030.27
09/01/22	4.450%	100.000	4.450%	610,000			91,002.50	701,002.50	369,465.67
03/01/23							77,430.00	77,430.00	39,921.55
09/01/23	4.450%	100.000	4.450%	635,000			77,430.00	712,430.00	359,322.03
03/01/24							63,301.25	63,301.25	31,231.83
09/01/24	4.450%	100.000	4.450%	665,000			63,301.25	728,301.25	351,511.73
03/01/25							48,505.00	48,505.00	22,901.23
09/01/25	4.450%	100.000	4.450%	695,000			48,505.00	743,505.00	343,399.60
03/01/26							33,041.25	33,041.25	14,928.49
09/01/26	4.450%	100.000	4.450%	725,000			33,041.25	758,041.25	335,039.37
03/01/27							16,910.00	16,910.00	7,311.23
09/01/27	4.450%	100.000	4.450%	760,000			16,910.00	776,910.00	328,594.92
				10,000,000	-	0.00	5,275,376.11	15,275,376.11	10,000,000.00

Fund Description	Fund ID	IRR	Gross Earnings	Adjusted Earnings	Ending Balance	XE by Fund
Subtotal Comp Date Credits	i	-	-	-	-	(19,476.95)
Subtotal Prior Rebate Payments	ii	-	-	-	-	-
Subtotal Debt Service Fund - (TexStar)	iii-a	0.234614%	19,776.16	1,249.92	-	(11,399.07)
Subtotal Project Fund - (TexStar)	iii-c	1.942861%	21,353.16	21,353.16	-	(41,955.29)
Subtotal Project Fund - (Texpool)	iii-d	2.288265%	3,957.10	3,957.10	-	(5,617.34)
Total		0.469968%	45,086.42	26,560.17	-	\$ (78,448.65)

Computation Date		02/12/18				Computation of XE as of 02/12/18 @ 4.449680%		IRR Calculations 0.469968%	
Date	Description	Fund ID	Cash Flow	Allocable Percentage	Allocable Cash Flow				
<u>i) Comp Date Credits</u>									
02/12/09	Comp Date Credit	i	(1,490.00)	100.000%	(1,490.00)	(2,214.13)			
02/12/10	Comp Date Credit	i	(1,500.00)	100.000%	(1,500.00)	(2,133.02)			
02/12/11	Comp Date Credit	i	(1,520.00)	100.000%	(1,520.00)	(2,068.40)			
02/12/12	Comp Date Credit	i	(1,550.00)	100.000%	(1,550.00)	(2,018.41)			
02/12/13	Comp Date Credit	i	(1,590.00)	100.000%	(1,590.00)	(1,981.35)			
02/12/14	Comp Date Credit	i	(1,620.00)	100.000%	(1,620.00)	(1,931.82)			
02/12/15	Comp Date Credit	i	(1,650.00)	100.000%	(1,650.00)	(1,882.88)			
02/12/16	Comp Date Credit	i	(1,650.00)	100.000%	(1,650.00)	(1,801.81)			
02/12/17	Comp Date Credit	i	(1,670.00)	100.000%	(1,670.00)	(1,745.14)			
02/12/18	Comp Date Credit	i	(1,700.00)	100.000%	(1,700.00)	(1,700.00)			
<u>ii) Prior Rebate Payments</u>									
02/12/13	Prior Reb Pmt	ii	-	100.000%	-	-			
<u>iii) Nonpurpose Cash Flow</u>									
<u>iii-a) Debt Service Fund - Acct. # 6-1124 (TexStar)</u>									
02/12/08	Beg Balance	iii-a	-	100.000%	-	-			
10/08/08	Purchase	iii-a	(222,500.00)	100.000%	(222,500.00)	(335,682.92)			
10/31/08	MMF Bal/Interest	iii-a	267.26	100.000%	267.26	402.13			
10/31/08	Purchase	iii-a	(267.26)	100.000%	(267.26)	(402.13)			
11/30/08	MMF Bal/Interest	iii-a	286.57	100.000%	286.57	429.60			
11/30/08	Purchase	iii-a	(286.57)	100.000%	(286.57)	(429.60)			
12/31/08	MMF Bal/Interest	iii-a	261.31	100.000%	261.31	390.30			
12/31/08	Purchase	iii-a	(261.31)	100.000%	(261.31)	(390.30)			
01/31/09	MMF Bal/Interest	iii-a	170.79	100.000%	170.79	254.16			
01/31/09	Purchase	iii-a	(170.79)	100.000%	(170.79)	(254.16)			
02/12/09	End Balance	iii-a	223,533.56	100.000%	223,533.56	332,168.66			1.350%
02/12/09	Beg Balance	iii-a	(223,533.56)	0.000%	-	-			
02/28/09	MMF Bal/Interest	iii-a	120.92	0.000%	-	-			
02/28/09	Purchase	iii-a	(120.92)	0.000%	-	-			
03/02/09	Sale	iii-a	222,500.00	0.000%	-	-			
03/31/09	MMF Bal/Interest	iii-a	4.42	0.000%	-	-			
03/31/09	Purchase	iii-a	(4.42)	0.000%	-	-			
04/30/09	MMF Bal/Interest	iii-a	0.46	0.000%	-	-			
04/30/09	Purchase	iii-a	(0.46)	0.000%	-	-			
04/30/09	Balance	iii-a	1,111.73	0.000%	-	-			
04/30/09	Allocation Date Bal	iii-a	(1,111.73)	0.000%	-	-			
05/31/09	MMF Bal/Interest	iii-a	0.42	0.000%	-	-			
05/31/09	Purchase	iii-a	(0.42)	0.000%	-	-			
05/31/09	Purchase	iii-a	(1,414,354.93)	0.000%	-	-			
06/30/09	MMF Bal/Interest	iii-a	12.63	0.000%	-	-			
06/30/09	Purchase	iii-a	(12.63)	0.000%	-	-			
07/01/09	Purchase	iii-a	(1,419,855.00)	0.000%	-	-			
07/01/09	Sale	iii-a	1,419,855.00	0.000%	-	-			
07/31/09	MMF Bal/Interest	iii-a	388.59	0.000%	-	-			
07/31/09	Purchase	iii-a	(388.59)	0.000%	-	-			
08/31/09	MMF Bal/Interest	iii-a	371.42	0.000%	-	-			
08/31/09	Purchase	iii-a	(371.42)	0.000%	-	-			
09/01/09	Sale	iii-a	705,833.67	0.000%	-	-			
09/01/09	Balance	iii-a	-	0.000%	-	-			
09/30/09	MMF Bal/Interest	iii-a	153.53	0.000%	-	-			
09/30/09	Purchase	iii-a	(153.53)	0.000%	-	-			
10/31/09	MMF Bal/Interest	iii-a	126.41	0.000%	-	-			
10/31/09	Purchase	iii-a	(126.41)	0.000%	-	-			
11/30/09	MMF Bal/Interest	iii-a	115.99	0.000%	-	-			
11/30/09	Purchase	iii-a	(115.99)	0.000%	-	-			
12/31/09	MMF Bal/Interest	iii-a	113.96	0.000%	-	-			
12/31/09	Purchase	iii-a	(113.96)	0.000%	-	-			
01/31/10	MMF Bal/Interest	iii-a	96.85	0.000%	-	-			
01/31/10	Purchase	iii-a	(96.85)	0.000%	-	-			
02/12/10	End Balance	iii-a	711,043.92	0.000%	-	-			0.218%

Fund Description	Fund ID	IRR	Gross Earnings	Adjusted Earnings	Ending Balance	XE by Fund
Subtotal Comp Date Credits	i	-	-	-	-	(19,476.95)
Subtotal Prior Rebate Payments	ii	-	-	-	-	-
Subtotal Debt Service Fund - (TexStar)	iii-a	0.234614%	19,776.16	1,249.92	-	(11,399.07)
Subtotal Project Fund - (TexStar)	iii-c	1.942861%	21,353.16	21,353.16	-	(41,955.29)
Subtotal Project Fund - (Texpool)	iii-d	2.288265%	3,957.10	3,957.10	-	(5,617.34)
Total		0.469968%	45,086.42	26,560.17	-	(78,448.65)

Computation Date		02/12/18		Computation of XE		as of 02/12/18		IRR	
Date	Description	Fund ID	Cash Flow	Allocable Percentage	Allocable Cash Flow	@ 4.449680%		Calculations	0.469968%
02/12/10	Beg Balance	iii-a	(711,043.92)	13.287%	(94,473.45)	(134,342.31)			
02/28/10	MMF Bal/Interest	iii-a	79.24	13.287%	10.53	14.94			
02/28/10	Purchase	iii-a	(79.24)	13.287%	(10.53)	(14.94)			
03/01/10	Sale	iii-a	414,161.41	13.287%	55,027.91	78,068.76			
03/31/10	MMF Bal/Interest	iii-a	39.13	13.287%	5.20	7.35			
03/31/10	Purchase	iii-a	(39.13)	13.287%	(5.20)	(7.35)			
04/30/10	MMF Bal/Interest	iii-a	42.01	13.287%	5.58	7.86			
04/30/10	Purchase	iii-a	(42.01)	13.287%	(5.58)	(7.86)			
05/31/10	MMF Bal/Interest	iii-a	46.36	13.287%	6.16	8.64			
05/31/10	Purchase	iii-a	(46.36)	13.287%	(6.16)	(8.64)			
06/28/10	Purchase	iii-a	(1,171,013.35)	13.287%	(155,587.68)	(217,599.47)			
06/30/10	MMF Bal/Interest	iii-a	61.50	13.287%	8.17	11.43			
06/30/10	Purchase	iii-a	(61.50)	13.287%	(8.17)	(11.43)			
07/31/10	MMF Bal/Interest	iii-a	248.38	13.287%	33.00	45.97			
07/31/10	Purchase	iii-a	(248.38)	13.287%	(33.00)	(45.97)			
08/31/10	MMF Bal/Interest	iii-a	268.54	13.287%	35.68	49.52			
08/31/10	Purchase	iii-a	(268.54)	13.287%	(35.68)	(49.52)			
09/01/10	Sale	iii-a	574,823.75	13.287%	76,374.45	105,995.13			
09/02/10	Sale	iii-a	204,789.55	13.287%	27,209.54	37,757.73			
09/02/10	Purchase	iii-a	(252.61)	13.287%	(33.56)	(46.57)			
09/02/10	Balance	iii-a	-	13.287%	-	-			
09/23/10	Purchase	iii-a	(15,349.70)	13.287%	(2,039.45)	(2,822.82)			
09/30/10	MMF Bal/Interest	iii-a	120.39	13.287%	16.00	22.12			
09/30/10	Purchase	iii-a	(120.39)	13.287%	(16.00)	(22.12)			
10/31/10	MMF Bal/Interest	iii-a	119.83	13.287%	15.92	21.94			
10/31/10	Purchase	iii-a	(119.83)	13.287%	(15.92)	(21.94)			
11/30/10	MMF Bal/Interest	iii-a	109.11	13.287%	14.50	19.90			
11/30/10	Purchase	iii-a	(109.11)	13.287%	(14.50)	(19.90)			
12/31/10	MMF Bal/Interest	iii-a	102.56	13.287%	13.63	18.64			
12/31/10	Purchase	iii-a	(102.56)	13.287%	(13.63)	(18.64)			
01/31/11	MMF Bal/Interest	iii-a	98.02	13.287%	13.02	17.75			
01/31/11	Purchase	iii-a	(98.02)	13.287%	(13.02)	(17.75)			
02/12/11	End Balance	iii-a	705,220.18	13.287%	93,699.68	127,505.30			0.189%
02/12/11	Beg Balance	iii-a	(705,220.18)	7.456%	(52,581.56)	(71,552.31)			
02/28/11	MMF Bal/Interest	iii-a	79.84	7.456%	5.95	8.08			
02/28/11	Purchase	iii-a	(79.84)	7.456%	(5.95)	(8.08)			
03/01/11	Sale	iii-a	206,813.75	7.456%	15,420.13	20,934.84			
03/01/11	Sale	iii-a	231,087.86	7.456%	17,230.02	23,392.00			
03/31/11	MMF Bal/Interest	iii-a	31.21	7.456%	2.33	3.15			
03/31/11	Purchase	iii-a	(31.21)	7.456%	(2.33)	(3.15)			
04/30/11	MMF Bal/Interest	iii-a	24.35	7.456%	1.82	2.45			
04/30/11	Purchase	iii-a	(24.35)	7.456%	(1.82)	(2.45)			
05/31/11	MMF Bal/Interest	iii-a	19.59	7.456%	1.46	1.96			
05/31/11	Purchase	iii-a	(19.59)	7.456%	(1.46)	(1.96)			
06/30/11	MMF Bal/Interest	iii-a	19.54	7.456%	1.46	1.95			
06/30/11	Purchase	iii-a	(19.54)	7.456%	(1.46)	(1.95)			
07/08/11	Purchase	iii-a	(1,363.85)	7.456%	(101.69)	(135.93)			
07/08/11	Purchase	iii-a	(1,662,841.56)	7.456%	(123,982.28)	(165,728.97)			
07/31/11	MMF Bal/Interest	iii-a	96.31	7.456%	7.18	9.57			
07/31/11	Purchase	iii-a	(96.31)	7.456%	(7.18)	(9.57)			
08/31/11	Sale	iii-a	581,813.75	7.456%	43,380.32	57,619.67			
08/31/11	Sale	iii-a	951,657.34	7.456%	70,956.04	94,246.97			
08/31/11	MMF Bal/Interest	iii-a	150.94	7.456%	11.25	14.95			
08/31/11	Purchase	iii-a	(150.94)	7.456%	(11.25)	(14.95)			
09/01/11	Balance	iii-a	-	7.456%	-	-			
09/08/11	Purchase	iii-a	(30,997.27)	7.456%	(2,311.17)	(3,066.80)			
09/29/11	Purchase	iii-a	(216.40)	7.456%	(16.13)	(21.36)			
09/30/11	MMF Bal/Interest	iii-a	31.47	7.456%	2.35	3.11			
09/30/11	Purchase	iii-a	(31.47)	7.456%	(2.35)	(3.11)			
10/31/11	MMF Bal/Interest	iii-a	29.47	7.456%	2.20	2.90			
10/31/11	Purchase	iii-a	(29.47)	7.456%	(2.20)	(2.90)			
11/30/11	MMF Bal/Interest	iii-a	34.37	7.456%	2.56	3.37			

Fund Description	Fund ID	IRR	Gross Earnings	Adjusted Earnings	Ending Balance	XE by Fund
Subtotal Comp Date Credits	i	-	-	-	-	(19,476.95)
Subtotal Prior Rebate Payments	ii	-	-	-	-	-
Subtotal Debt Service Fund - (TexStar)	iii-a	0.234614%	19,776.16	1,249.92	-	(11,399.07)
Subtotal Project Fund - (TexStar)	iii-c	1.942861%	21,353.16	21,353.16	-	(41,955.29)
Subtotal Project Fund - (Texpool)	iii-d	2.288265%	3,957.10	3,957.10	-	(5,617.34)
Total		0.469968%	45,086.42	26,560.17		\$ (78,448.65)

Computation Date 02/12/18

Date	Description	Fund ID	Cash Flow	Allocable Percentage	Allocable Cash Flow	Computation of XE as of 02/12/18 @ 4.449680%	IRR Calculations 0.469968%
11/30/11	Purchase	iii-a	(34.37)	7.456%	(2.56)	(3.37)	
12/21/11	Sale	iii-a	130,003.12	7.456%	9,693.10	12,701.28	
12/21/11	Balance	iii-a	299,768.53	7.456%	22,350.89	29,287.33	
12/21/11	Allocation Date Bal	iii-a	(299,768.53)	3.132%	(9,387.37)	(12,300.68)	
12/31/11	MMF Bal/Interest	iii-a	27.10	3.132%	0.85	1.11	
12/31/11	Purchase	iii-a	(27.10)	3.132%	(0.85)	(1.11)	
01/06/12	Purchase	iii-a	(9,325.37)	3.132%	(292.03)	(381.96)	
01/25/12	Purchase	iii-a	(6,563.18)	3.132%	(205.53)	(268.20)	
01/31/12	MMF Bal/Interest	iii-a	23.72	3.132%	0.74	0.97	
01/31/12	Purchase	iii-a	(23.72)	3.132%	(0.74)	(0.97)	
02/09/12	Purchase	iii-a	(17,424.43)	3.132%	(545.65)	(710.81)	
02/12/12	End Balance	iii-a	333,122.22	3.132%	10,431.86	13,584.35	0.092%
02/12/12	Beg Balance	iii-a	(333,122.22)	0.000%	-	-	
02/13/12	Purchase	iii-a	(161,717.98)	0.000%	-	-	
02/29/12	MMF Bal/Interest	iii-a	31.70	0.000%	-	-	
02/29/12	Purchase	iii-a	(31.70)	0.000%	-	-	
03/01/12	Sale	iii-a	198,470.00	0.000%	-	-	
03/01/12	Sale	iii-a	67,262.22	0.000%	-	-	
03/01/12	Sale	iii-a	229,075.00	0.000%	-	-	
03/31/12	MMF Bal/Interest	iii-a	0.01	0.000%	-	-	
03/31/12	Purchase	iii-a	(0.01)	0.000%	-	-	
04/30/12	MMF Bal/Interest	iii-a	0.01	0.000%	-	-	
04/30/12	Purchase	iii-a	(0.01)	0.000%	-	-	
05/31/12	MMF Bal/Interest	iii-a	0.01	0.000%	-	-	
05/31/12	Purchase	iii-a	(0.01)	0.000%	-	-	
06/25/12	Purchase	iii-a	(3,498,844.05)	0.000%	-	-	
06/30/12	MMF Bal/Interest	iii-a	76.29	0.000%	-	-	
06/30/12	Purchase	iii-a	(76.29)	0.000%	-	-	
07/31/12	MMF Bal/Interest	iii-a	403.97	0.000%	-	-	
07/31/12	Purchase	iii-a	(403.97)	0.000%	-	-	
08/31/12	Sale	iii-a	588,470.00	0.000%	-	-	
08/31/12	Sale	iii-a	292,960.00	0.000%	-	-	
08/31/12	Sale	iii-a	1,689,050.00	0.000%	-	-	
08/31/12	MMF Bal/Interest	iii-a	383.96	0.000%	-	-	
08/31/12	Purchase	iii-a	(383.96)	0.000%	-	-	
09/01/12	Balance	iii-a	-	0.000%	-	-	
09/30/12	MMF Bal/Interest	iii-a	120.18	0.000%	-	-	
09/30/12	Purchase	iii-a	(120.18)	0.000%	-	-	
10/31/12	MMF Bal/Interest	iii-a	137.76	0.000%	-	-	
10/31/12	Purchase	iii-a	(137.76)	0.000%	-	-	
11/30/12	MMF Bal/Interest	iii-a	131.40	0.000%	-	-	
11/30/12	Purchase	iii-a	(131.40)	0.000%	-	-	
12/31/12	MMF Bal/Interest	iii-a	129.99	0.000%	-	-	
12/31/12	Purchase	iii-a	(129.99)	0.000%	-	-	
01/31/13	MMF Bal/Interest	iii-a	87.07	0.000%	-	-	
01/31/13	Purchase	iii-a	(87.07)	0.000%	-	-	
02/12/13	End Balance	iii-a	929,916.78	0.000%	-	-	0.140%
02/12/13	Beg Balance	iii-a	(929,916.78)	0.000%	-	-	
02/28/13	Sale	iii-a	189,792.50	0.000%	-	-	
02/28/13	Sale	iii-a	170,752.00	0.000%	-	-	
02/28/13	Sale	iii-a	567,875.00	0.000%	-	-	
02/28/13	MMF Bal/Interest	iii-a	67.68	0.000%	-	-	
02/28/13	Purchase	iii-a	(67.68)	0.000%	-	-	
03/31/13	MMF Bal/Interest	iii-a	0.09	0.000%	-	-	
03/31/13	Purchase	iii-a	(0.09)	0.000%	-	-	
04/30/13	MMF Bal/Interest	iii-a	0.06	0.000%	-	-	
04/30/13	Purchase	iii-a	(0.06)	0.000%	-	-	
05/31/13	MMF Bal/Interest	iii-a	0.04	0.000%	-	-	
05/31/13	Purchase	iii-a	(0.04)	0.000%	-	-	
06/13/13	Purchase	iii-a	(4,365,232.51)	0.000%	-	-	
06/30/13	MMF Bal/Interest	iii-a	129.48	0.000%	-	-	
06/30/13	Purchase	iii-a	(129.48)	0.000%	-	-	

Fund Description	Fund ID	IRR	Gross Earnings	Adjusted Earnings	Ending Balance	XE by Fund
Subtotal Comp Date Credits	i		-	-	-	(19,476.95)
Subtotal Prior Rebate Payments	ii		-	-	-	-
Subtotal Debt Service Fund - (TexStar)	iii-a	0.234614%	19,776.16	1,249.92	-	(11,399.07)
Subtotal Project Fund - (TexStar)	iii-c	1.942861%	21,353.16	21,353.16	-	(41,955.29)
Subtotal Project Fund - (Texpool)	iii-d	2.288265%	3,957.10	3,957.10	-	(5,617.34)
Total		0.469968%	45,086.42	26,560.17	-	\$ (78,448.65)

Computation Date	02/12/18				Computation of XE	IRR	
Date	Description	Fund ID	Cash Flow	Allocable Percentage	Allocable Cash Flow	as of 02/12/18 @ 4.449680%	Calculations
07/31/13	MMF Bal/Interest	iii-a	180.48	0.000%	-	-	
07/31/13	Purchase	iii-a	(180.48)	0.000%	-	-	
08/30/13	Sale	iii-a	3,488,419.50	0.000%	-	-	
08/31/13	MMF Bal/Interest	iii-a	166.46	0.000%	-	-	
08/31/13	Purchase	iii-a	(166.46)	0.000%	-	-	
09/01/13	Balance	iii-a	-	0.000%	-	-	
09/30/13	MMF Bal/Interest	iii-a	28.16	0.000%	-	-	
09/30/13	Purchase	iii-a	(28.16)	0.000%	-	-	
10/31/13	MMF Bal/Interest	iii-a	32.36	0.000%	-	-	
10/31/13	Purchase	iii-a	(32.36)	0.000%	-	-	
11/30/13	MMF Bal/Interest	iii-a	29.29	0.000%	-	-	
11/30/13	Purchase	iii-a	(29.29)	0.000%	-	-	
12/31/13	MMF Bal/Interest	iii-a	26.62	0.000%	-	-	
12/31/13	Purchase	iii-a	(26.62)	0.000%	-	-	
01/31/14	MMF Bal/Interest	iii-a	22.64	0.000%	-	-	
01/31/14	Purchase	iii-a	(22.64)	0.000%	-	-	
02/12/14	End Balance	iii-a	878,975.06	0.000%	-	-	0.048%
02/12/14	Beg Balance	iii-a	(878,975.06)	0.000%	-	-	
02/28/14	Sale	iii-a	180,670.00	0.000%	-	-	
02/28/14	Sale	iii-a	161,184.00	0.000%	-	-	
02/28/14	Sale	iii-a	536,497.50	0.000%	-	-	
02/28/14	MMF Bal/Interest	iii-a	20.55	0.000%	-	-	
02/28/14	Purchase	iii-a	(20.55)	0.000%	-	-	
06/30/14	MMF Bal/Interest	iii-a	93.70	0.000%	-	-	
06/30/14	Purchase	iii-a	(93.70)	0.000%	-	-	
07/08/14	Purchase	iii-a	(4,364,030.96)	0.000%	-	-	
08/31/14	Sale	iii-a	610,670.00	0.000%	-	-	
08/31/14	Sale	iii-a	701,184.00	0.000%	-	-	
08/31/14	Sale	iii-a	2,226,497.50	0.000%	-	-	
08/31/14	MMF Bal/Interest	iii-a	119.65	0.000%	-	-	
08/31/14	Purchase	iii-a	(119.65)	0.000%	-	-	
09/01/14	Balance	iii-a	-	0.000%	-	-	
09/30/14	MMF Bal/Interest	iii-a	21.54	0.000%	-	-	
09/30/14	Purchase	iii-a	(21.54)	0.000%	-	-	
10/31/14	MMF Bal/Interest	iii-a	27.02	0.000%	-	-	
10/31/14	Purchase	iii-a	(27.02)	0.000%	-	-	
11/30/14	Purchase	iii-a	(26.28)	0.000%	-	-	
12/31/14	MMF Bal/Interest	iii-a	35.17	0.000%	-	-	
12/31/14	Purchase	iii-a	(35.17)	0.000%	-	-	
01/31/15	MMF Bal/Interest	iii-a	38.08	0.000%	-	-	
01/31/15	Purchase	iii-a	(38.08)	0.000%	-	-	
02/12/15	End Balance	iii-a	826,690.10	0.000%	-	-	0.034%
02/12/15	Beg Balance	iii-a	(826,690.10)	0.000%	-	-	
02/27/15	Sale	iii-a	826,315.50	0.000%	-	-	
02/28/15	MMF Bal/Interest	iii-a	32.31	0.000%	-	-	
02/28/15	Purchase	iii-a	(32.31)	0.000%	-	-	
07/06/15	Purchase	iii-a	(272.17)	0.000%	-	-	
07/06/15	Purchase	iii-a	(4,363,132.75)	0.000%	-	-	
08/31/15	MMF Bal/Interest	iii-a	226.30	0.000%	-	-	
08/31/15	Purchase	iii-a	(226.30)	0.000%	-	-	
08/31/15	Sale	iii-a	621,102.50	0.000%	-	-	
08/31/15	Sale	iii-a	706,248.00	0.000%	-	-	
08/31/15	Sale	iii-a	2,263,965.00	0.000%	-	-	
09/01/15	Balance	iii-a	-	0.000%	-	-	
09/30/15	MMF Bal/Interest	iii-a	295.42	0.000%	-	-	
09/30/15	Purchase	iii-a	(295.42)	0.000%	-	-	
10/31/15	MMF Bal/Interest	iii-a	63.16	0.000%	-	-	
10/31/15	Purchase	iii-a	(63.16)	0.000%	-	-	
11/30/15	MMF Bal/Interest	iii-a	72.12	0.000%	-	-	
11/30/15	Purchase	iii-a	(72.12)	0.000%	-	-	
12/31/15	MMF Bal/Interest	iii-a	73.46	0.000%	-	-	
12/31/15	Purchase	iii-a	(73.46)	0.000%	-	-	

Fund Description	Fund ID	IRR	Gross Earnings	Adjusted Earnings	Ending Balance	XE by Fund
Subtotal Comp Date Credits	i	-	-	-	-	(19,476.95)
Subtotal Prior Rebate Payments	ii	-	-	-	-	-
Subtotal Debt Service Fund - (TexStar)	iii-a	0.234614%	19,776.16	1,249.92	-	(11,399.07)
Subtotal Project Fund - (TexStar)	iii-c	1.942861%	21,353.16	21,353.16	-	(41,955.29)
Subtotal Project Fund - (Texpool)	iii-d	2.288265%	3,957.10	3,957.10	-	(5,617.34)
Total		0.469968%	45,086.42	26,560.17	-	\$ (78,448.65)

Computation Date 02/12/18

Date	Description	Fund ID	Cash Flow	Allocable Percentage	Allocable Cash Flow	Computation of XE as of 02/12/18 @ 4.449680%	IRR Calculations 0.469968%
01/31/16	MMF Bal/Interest	iii-a	122.66	0.000%	-	-	
01/31/16	Purchase	iii-a	(122.66)	0.000%	-	-	
02/12/16	End Balance	iii-a	773,474.98	0.000%	-	-	0.097%
02/12/16	Beg Balance	iii-a	(773,474.98)	0.000%	-	-	
02/29/16	Purchase	iii-a	(178.19)	0.000%	-	-	
02/29/16	Sale	iii-a	161,090.00	0.000%	-	-	
02/29/16	Sale	iii-a	141,036.00	0.000%	-	-	
02/29/16	Sale	iii-a	470,085.00	0.000%	-	-	
02/29/16	MMF Bal/Interest	iii-a	364.63	0.000%	-	-	
02/29/16	Purchase	iii-a	(186.44)	0.000%	-	-	
03/31/16	MMF Bal/Interest	iii-a	0.36	0.000%	-	-	
03/31/16	Purchase	iii-a	(0.36)	0.000%	-	-	
04/30/16	MMF Bal/Interest	iii-a	0.50	0.000%	-	-	
04/30/16	Purchase	iii-a	(0.50)	0.000%	-	-	
05/31/16	MMF Bal/Interest	iii-a	0.51	0.000%	-	-	
05/31/16	Purchase	iii-a	(0.51)	0.000%	-	-	
06/29/16	Purchase	iii-a	(4,356,761.96)	0.000%	-	-	
06/30/16	MMF Bal/Interest	iii-a	99.83	0.000%	-	-	
06/30/16	Purchase	iii-a	(99.83)	0.000%	-	-	
07/31/16	MMF Bal/Interest	iii-a	1,429.23	0.000%	-	-	
07/31/16	Purchase	iii-a	(1,429.23)	0.000%	-	-	
08/31/16	Sale	iii-a	3,642,211.00	0.000%	-	-	
08/31/16	MMF Bal/Interest	iii-a	1,437.20	0.000%	-	-	
08/31/16	Purchase	iii-a	(1,437.20)	0.000%	-	-	
09/01/16	Balance	iii-a	-	0.000%	-	-	
09/30/16	MMF Bal/Interest	iii-a	243.63	0.000%	-	-	
09/30/16	Purchase	iii-a	(243.63)	0.000%	-	-	
10/31/16	MMF Bal/Interest	iii-a	256.69	0.000%	-	-	
10/31/16	Purchase	iii-a	(256.69)	0.000%	-	-	
11/30/16	MMF Bal/Interest	iii-a	245.09	0.000%	-	-	
11/30/16	Purchase	iii-a	(245.09)	0.000%	-	-	
12/22/16	Sale	iii-a	218,552.04	0.000%	-	-	
12/22/16	Balance	iii-a	501,406.06	0.000%	-	-	
12/22/16	Allocation Date Bal	iii-a	(501,406.06)	0.000%	-	-	
12/31/16	Purchase	iii-a	(1,800.00)	0.000%	-	-	
12/31/16	MMF Bal/Interest	iii-a	274.08	0.000%	-	-	
12/31/16	Purchase	iii-a	(274.08)	0.000%	-	-	
01/31/17	MMF Bal/Interest	iii-a	233.00	0.000%	-	-	
01/31/17	Purchase	iii-a	(233.00)	0.000%	-	-	
02/12/17	End Balance	iii-a	503,590.95	0.000%	-	-	0.420%
02/12/17	Beg Balance	iii-a	(503,590.95)	0.000%	-	-	
02/28/17	Sale	iii-a	361,633.50	0.000%	-	-	
02/28/17	MMF Bal/Interest	iii-a	208.13	0.000%	-	-	
02/28/17	Purchase	iii-a	(208.13)	0.000%	-	-	
03/31/17	MMF Bal/Interest	iii-a	75.65	0.000%	-	-	
03/31/17	Purchase	iii-a	(75.65)	0.000%	-	-	
04/30/17	MMF Bal/Interest	iii-a	83.41	0.000%	-	-	
04/30/17	Purchase	iii-a	(83.41)	0.000%	-	-	
05/31/17	MMF Bal/Interest	iii-a	91.03	0.000%	-	-	
05/31/17	Purchase	iii-a	(91.03)	0.000%	-	-	
06/30/17	MMF Bal/Interest	iii-a	100.98	0.000%	-	-	
06/30/17	Purchase	iii-a	(100.98)	0.000%	-	-	
07/11/17	Purchase	iii-a	(3,507,512.07)	0.000%	-	-	
07/31/17	MMF Bal/Interest	iii-a	2,120.00	0.000%	-	-	
07/31/17	Purchase	iii-a	(2,120.00)	0.000%	-	-	
08/31/17	Sale	iii-a	2,092,023.75	0.000%	-	-	
08/31/17	Sale	iii-a	730,456.00	0.000%	-	-	
08/31/17	Sale	iii-a	524,153.75	0.000%	-	-	
08/31/17	MMF Bal/Interest	iii-a	3,112.09	0.000%	-	-	
08/31/17	Purchase	iii-a	(3,112.09)	0.000%	-	-	
09/01/17	Balance	iii-a	-	0.000%	-	-	
09/30/17	MMF Bal/Interest	iii-a	263.33	0.000%	-	-	

Fund Description	Fund ID	IRR	Gross Earnings	Adjusted Earnings	Ending Balance	XE by Fund
Subtotal Comp Date Credits	i	-	-	-	-	(19,476.95)
Subtotal Prior Rebate Payments	ii	-	-	-	-	-
Subtotal Debt Service Fund - (TexStar)	iii-a	0.234614%	19,776.16	1,249.92	-	(11,399.07)
Subtotal Project Fund - (TexStar)	iii-c	1.942861%	21,353.16	21,353.16	-	(41,955.29)
Subtotal Project Fund - (Texpool)	iii-d	2.288265%	3,957.10	3,957.10	-	(5,617.34)
Total		0.469968%	45,086.42	26,560.17	-	\$ (78,448.65)

Computation Date 02/12/18

Date	Description	Fund ID	Cash Flow	Allocable Percentage	Allocable Cash Flow	Computation of XE as of 02/12/18 @ 4.449680%	IRR Calculations 0.469968%
09/30/17	Purchase	iii-a	(263.33)	0.000%	-	-	
10/31/17	MMF Bal/Interest	iii-a	274.91	0.000%	-	-	
10/31/17	Purchase	iii-a	(274.91)	0.000%	-	-	
11/30/17	MMF Bal/Interest	iii-a	271.69	0.000%	-	-	
11/30/17	Purchase	iii-a	(271.69)	0.000%	-	-	
12/31/17	MMF Bal/Interest	iii-a	309.04	0.000%	-	-	
12/31/17	Purchase	iii-a	(309.04)	0.000%	-	-	
01/31/18	MMF Bal/Interest	iii-a	339.27	0.000%	-	-	
01/31/18	Purchase	iii-a	(339.27)	0.000%	-	-	
02/12/18	Ending Balance	iii-a	310,124.08	0.000%	-	-	1.014%

iii-c) Project Fund - Acct. # 6-1126 (Ameqy Bank)

02/12/08	Beg Balance	iii-c	-	100.000%	-	-	
02/12/08	Purchase	iii-c	(9,682,000.00)	100.000%	(9,682,000.00)	(15,034,668.77)	
02/12/08	Sale	iii-c	6,672,423.23	100.000%	6,672,423.23	10,361,255.23	
02/29/08	Sale	iii-c	21.50	100.000%	21.50	33.31	
02/29/08	MMF Bal/Interest	iii-c	6,258.85	100.000%	6,258.85	9,697.68	
02/29/08	Purchase	iii-c	(6,258.85)	100.000%	(6,258.85)	(9,697.68)	
03/21/08	Sale	iii-c	6,099.47	100.000%	6,099.47	9,426.50	
03/31/08	MMF Bal/Interest	iii-c	5,119.08	100.000%	5,119.08	7,902.64	
03/31/08	Purchase	iii-c	(5,119.08)	100.000%	(5,119.08)	(7,902.64)	
04/08/08	Sale	iii-c	2,959.50	100.000%	2,959.50	4,564.30	
04/08/08	Sale	iii-c	115.18	100.000%	115.18	177.64	
04/08/08	Sale	iii-c	10,040.18	100.000%	10,040.18	15,484.50	
04/08/08	Sale	iii-c	76,230.90	100.000%	76,230.90	117,567.35	
04/08/08	Sale	iii-c	4,500.00	100.000%	4,500.00	6,940.14	
04/21/08	Sale	iii-c	45.20	100.000%	45.20	69.60	
04/30/08	Purchase	iii-c	(6,099.47)	100.000%	(6,099.47)	(9,381.66)	
04/30/08	MMF Bal/Interest	iii-c	4,553.41	100.000%	4,553.41	7,003.65	
04/30/08	Purchase	iii-c	(4,553.41)	100.000%	(4,553.41)	(7,003.65)	
05/06/08	Sale	iii-c	276,897.58	100.000%	276,897.58	425,586.92	
05/06/08	Sale	iii-c	15,015.73	100.000%	15,015.73	23,078.92	
05/06/08	Sale	iii-c	105,919.13	100.000%	105,919.13	162,795.92	
05/06/08	Sale	iii-c	3,170.37	100.000%	3,170.37	4,872.81	
05/31/08	Sale	iii-c	44.17	100.000%	44.17	67.69	
05/31/08	MMF Bal/Interest	iii-c	2,254.67	100.000%	2,254.67	3,455.24	
05/31/08	Purchase	iii-c	(2,254.67)	100.000%	(2,254.67)	(3,455.24)	
06/10/08	Sale	iii-c	34,554.00	100.000%	34,554.00	52,888.63	
06/10/08	Sale	iii-c	163,872.87	100.000%	163,872.87	250,825.14	
06/10/08	Sale	iii-c	979.85	100.000%	979.85	1,499.77	
06/10/08	Sale	iii-c	3,135.54	100.000%	3,135.54	4,799.28	
06/10/08	Sale	iii-c	9,552.50	100.000%	9,552.50	14,621.13	
06/10/08	Sale	iii-c	310,607.72	100.000%	310,607.72	475,418.69	
06/10/08	Sale	iii-c	127,877.81	100.000%	127,877.81	195,730.81	
06/30/08	Sale	iii-c	40.56	100.000%	40.56	61.93	
06/30/08	MMF Bal/Interest	iii-c	1,809.81	100.000%	1,809.81	2,763.35	
06/30/08	Purchase	iii-c	(1,809.81)	100.000%	(1,809.81)	(2,763.35)	
07/01/08	Sale	iii-c	212,091.56	100.000%	212,091.56	323,796.74	
07/01/08	Sale	iii-c	1,578.06	100.000%	1,578.06	2,409.20	
07/01/08	Sale	iii-c	126,138.24	100.000%	126,138.24	192,573.20	
07/01/08	Sale	iii-c	95,370.00	100.000%	95,370.00	145,599.83	
07/11/08	Sale	iii-c	1,440,000.00	100.000%	1,440,000.00	2,195,738.77	
07/31/08	Sale	iii-c	34.13	100.000%	34.13	51.92	
07/31/08	MMF Bal/Interest	iii-c	561.15	100.000%	561.15	853.67	
07/31/08	Purchase	iii-c	(561.15)	100.000%	(561.15)	(853.67)	
08/05/08	Sale	iii-c	791.54	100.000%	791.54	1,203.42	
08/05/08	Sale	iii-c	3,140.00	100.000%	3,140.00	4,773.90	
08/05/08	Sale	iii-c	130,228.56	100.000%	130,228.56	197,993.18	
08/05/08	Sale	iii-c	303,683.00	100.000%	303,683.00	461,704.88	
08/05/08	Sale	iii-c	58,717.12	100.000%	58,717.12	89,270.66	
08/05/08	Sale	iii-c	18,999.03	100.000%	18,999.03	28,885.20	
08/11/08	Purchase	iii-c	(750,000.00)	100.000%	(750,000.00)	(1,139,427.51)	

Fund Description	Fund ID	IRR	Gross Earnings	Adjusted Earnings	Ending Balance	XE by Fund
Subtotal Comp Date Credits	i	-	-	-	-	(19,476.95)
Subtotal Prior Rebate Payments	ii	-	-	-	-	-
Subtotal Debt Service Fund - (TexStar)	iii-a	0.234614%	19,776.16	1,249.92	-	(11,399.07)
Subtotal Project Fund - (TexStar)	iii-c	1.942861%	21,353.16	21,353.16	-	(41,955.29)
Subtotal Project Fund - (Texpool)	iii-d	2.288265%	3,957.10	3,957.10	-	(5,617.34)
Total		0.469968%	45,086.42	26,560.17	-	\$ (78,448.65)

Computation Date		02/12/18		Computation of XE as of 02/12/18 @ 4.449680%			IRR Calculations 0.469968%
Date	Description	Fund ID	Cash Flow	Allocable Percentage	Allocable Cash Flow		
08/22/08	Purchase	iii-c	(500,000.00)	100.000%	(500,000.00)	(758,597.55)	
08/26/08	Sale	iii-c	6,643.65	100.000%	6,643.65	10,074.79	
08/26/08	Sale	iii-c	583,322.02	100.000%	583,322.02	884,580.66	
08/26/08	Sale	iii-c	6,496.12	100.000%	6,496.12	9,851.06	
08/26/08	Sale	iii-c	54,994.44	100.000%	54,994.44	83,396.51	
08/26/08	Sale	iii-c	12,150.51	100.000%	12,150.51	18,425.68	
08/31/08	Sale	iii-c	20.41	100.000%	20.41	30.94	
08/31/08	MMF Bal/Interest	iii-c	574.86	100.000%	574.86	871.32	
08/31/08	Purchase	iii-c	(574.86)	100.000%	(574.86)	(871.32)	
09/30/08	Sale	iii-c	26.14	100.000%	26.14	39.48	
09/30/08	MMF Bal/Interest	iii-c	168.22	100.000%	168.22	254.04	
09/30/08	Purchase	iii-c	(168.22)	100.000%	(168.22)	(254.04)	
10/03/08	Purchase	iii-c	(70,000.00)	100.000%	(70,000.00)	(105,672.68)	
10/07/08	Sale	iii-c	7,777.46	100.000%	7,777.46	11,735.19	
10/07/08	Sale	iii-c	23,280.00	100.000%	23,280.00	35,126.53	
10/07/08	Sale	iii-c	13,201.67	100.000%	13,201.67	19,919.63	
10/07/08	Sale	iii-c	104,012.92	100.000%	104,012.92	156,942.16	
10/07/08	Sale	iii-c	2,783.86	100.000%	2,783.86	4,200.49	
10/23/08	Purchase	iii-c	(10,000.00)	100.000%	(10,000.00)	(15,059.23)	
10/30/08	Purchase	iii-c	(100,000.00)	100.000%	(100,000.00)	(150,463.52)	
10/31/08	Sale	iii-c	8.84	100.000%	8.84	13.30	
10/31/08	MMF Bal/Interest	iii-c	36.82	100.000%	36.82	55.40	
10/31/08	Purchase	iii-c	(36.82)	100.000%	(36.82)	(55.40)	
11/04/08	Sale	iii-c	8,559.66	100.000%	8,559.66	12,872.87	
11/04/08	Sale	iii-c	6,986.16	100.000%	6,986.16	10,506.48	
11/04/08	Sale	iii-c	80,297.65	100.000%	80,297.65	120,759.61	
11/04/08	Sale	iii-c	9,259.02	100.000%	9,259.02	13,924.64	
11/04/08	Sale	iii-c	6,923.20	100.000%	6,923.20	10,411.80	
11/19/08	Purchase	iii-c	(5,000.00)	100.000%	(5,000.00)	(7,505.72)	
11/30/08	Sale	iii-c	54.46	100.000%	54.46	81.64	
11/30/08	MMF Bal/Interest	iii-c	12.43	100.000%	12.43	18.63	
11/30/08	Purchase	iii-c	(12.43)	100.000%	(12.43)	(18.63)	
12/09/08	Purchase	iii-c	(7,000.00)	100.000%	(7,000.00)	(10,482.35)	
12/09/08	Sale	iii-c	9,643.18	100.000%	9,643.18	14,440.46	
12/31/08	Sale	iii-c	42.22	100.000%	42.22	63.06	
12/31/08	MMF Bal/Interest	iii-c	3.42	100.000%	3.42	5.11	
12/31/08	Purchase	iii-c	(3.42)	100.000%	(3.42)	(5.11)	
01/29/09	Purchase	iii-c	(1,955.83)	100.000%	(1,955.83)	(2,910.97)	
01/31/09	Sale	iii-c	11.17	100.000%	11.17	16.62	
01/31/09	MMF Bal/Interest	iii-c	0.19	100.000%	0.19	0.28	
01/31/09	Purchase	iii-c	(0.19)	100.000%	(0.19)	(0.28)	
02/03/09	Sale	iii-c	2,039.22	100.000%	2,039.22	3,033.59	
02/28/09	MMF Bal/Interest	iii-c	0.26	100.000%	0.26	0.38	
02/28/09	Ending Balance	iii-c	-	100.000%	-	-	1.943%

iii-d) Project Fund - Acct. # 6-1121 (Texpool)

02/12/08	Beg Balance	iii-d	-	100.000%	-	-	
07/11/08	Purchase	iii-d	(1,440,000.00)	100.000%	(1,440,000.00)	(2,195,738.77)	
07/31/08	MMF Bal/Interest	iii-d	1,855.18	100.000%	1,855.18	2,822.25	
07/31/08	Purchase	iii-d	(1,855.18)	100.000%	(1,855.18)	(2,822.25)	
08/11/08	Sale	iii-d	750,000.00	100.000%	750,000.00	1,139,427.51	
08/22/08	Sale	iii-d	500,000.00	100.000%	500,000.00	758,597.55	
08/31/08	MMF Bal/Interest	iii-d	1,497.41	100.000%	1,497.41	2,269.64	
08/31/08	Purchase	iii-d	(1,497.41)	100.000%	(1,497.41)	(2,269.64)	
09/30/08	MMF Bal/Interest	iii-d	382.49	100.000%	382.49	577.62	
09/30/08	Purchase	iii-d	(382.49)	100.000%	(382.49)	(577.62)	
10/03/08	Sale	iii-d	70,000.00	100.000%	70,000.00	105,672.68	
10/23/08	Sale	iii-d	10,000.00	100.000%	10,000.00	15,059.23	
10/30/08	Sale	iii-d	100,000.00	100.000%	100,000.00	150,463.52	
10/31/08	MMF Bal/Interest	iii-d	199.63	100.000%	199.63	300.37	
10/31/08	Purchase	iii-d	(199.63)	100.000%	(199.63)	(300.37)	
11/19/08	Sale	iii-d	5,000.00	100.000%	5,000.00	7,505.72	

\$10,000,000
 Memorial City Redevelopment Authority
 Tax Increment Contract Revenue Bonds,
 Series 2008

Schedule C1
 Computation of Excess Earnings (XE)
 Nonpurpose Investments
 Cumulative Rebate Liability

Fund Description	Fund ID	IRR	Gross Earnings	Adjusted Earnings	Ending Balance	XE by Fund
Subtotal Comp Date Credits	i		-	-	-	(19,476.95)
Subtotal Prior Rebate Payments	ii		-	-	-	-
Subtotal Debt Service Fund - (TexStar)	iii-a	0.234614%	19,776.16	1,249.92	-	(11,399.07)
Subtotal Project Fund - (TexStar)	iii-c	1.942861%	21,353.16	21,353.16	-	(41,955.29)
Subtotal Project Fund - (Texpool)	iii-d	2.288265%	3,957.10	3,957.10	-	(5,617.34)
Total		0.469968%	45,086.42	26,560.17	-	\$ (78,448.65)

Computation Date		02/12/18		Computation of XE			IRR
Date	Description	Fund ID	Cash Flow	Allocable Percentage	Allocable Cash Flow	as of 02/12/18 @ 4.449680%	Calculations
11/30/08	MMF Bal/Interest	iii-d	18.00	100.000%	18.00	26.98	0.469968%
11/30/08	Purchase	iii-d	(18.00)	100.000%	(18.00)	(26.98)	
12/09/08	Sale	iii-d	7,000.00	100.000%	7,000.00	10,482.35	
12/31/08	MMF Bal/Interest	iii-d	3.12	100.000%	3.12	4.66	
12/31/08	Purchase	iii-d	(3.12)	100.000%	(3.12)	(4.66)	
01/29/09	Sale	iii-d	1,955.83	100.000%	1,955.83	2,910.97	
01/31/09	MMF Bal/Interest	iii-d	1.27	100.000%	1.27	1.88	
01/31/09	Ending Balance	iii-d	-	100.000%	-	-	
			45,086.42		26,560.17	(78,448.65)	

Fund Description	Fund ID	IRR	Gross Earnings	Adjusted Earnings	Ending Balance	XE by Fund
Subtotal Prior Yield Restriction Payments	ii		-	-	-	-
Subtotal Debt Service Fund - (TexStar)	iii-a	0.234614%	19,776.16	-	-	-
Total		0.234614%	19,776.16	-	\$ -	-

Computation Date		02/12/18				Computation of XE as of 02/12/18 @ 4.449680%		IRR Calculations 0.234614%	
Date	Description	Fund ID	Cash Flow	Allocable Percentage	Allocable Cash Flow				
<u>ii) Prior Yield Restriction Payments</u>									
02/12/13	Prior YR Pmt	ii	-	100.000%	-	-	-	-	-
<u>iii) Nonpurpose Cash Flow</u>									
<u>iii-a) Debt Service Fund - Acct. # 6-1124 (TexStar)</u>									
02/12/08	Beg Balance	iii-a	-	0.000%	-	-	-	-	-
10/08/08	Purchase	iii-a	(222,500.00)	0.000%	-	-	-	-	-
10/31/08	MMF Bal/Interest	iii-a	267.26	0.000%	-	-	-	-	-
10/31/08	Purchase	iii-a	(267.26)	0.000%	-	-	-	-	-
11/30/08	MMF Bal/Interest	iii-a	286.57	0.000%	-	-	-	-	-
11/30/08	Purchase	iii-a	(286.57)	0.000%	-	-	-	-	-
12/31/08	MMF Bal/Interest	iii-a	261.31	0.000%	-	-	-	-	-
12/31/08	Purchase	iii-a	(261.31)	0.000%	-	-	-	-	-
01/31/09	MMF Bal/Interest	iii-a	170.79	0.000%	-	-	-	-	-
01/31/09	Purchase	iii-a	(170.79)	0.000%	-	-	-	-	-
02/12/09	End Balance	iii-a	223,533.56	0.000%	-	-	-	-	1.350%
02/12/09	Beg Balance	iii-a	(223,533.56)	0.000%	-	-	-	-	-
02/28/09	MMF Bal/Interest	iii-a	120.92	0.000%	-	-	-	-	-
02/28/09	Purchase	iii-a	(120.92)	0.000%	-	-	-	-	-
03/02/09	Sale	iii-a	222,500.00	0.000%	-	-	-	-	-
03/31/09	MMF Bal/Interest	iii-a	4.42	0.000%	-	-	-	-	-
03/31/09	Purchase	iii-a	(4.42)	0.000%	-	-	-	-	-
04/30/09	MMF Bal/Interest	iii-a	0.46	0.000%	-	-	-	-	-
04/30/09	Purchase	iii-a	(0.46)	0.000%	-	-	-	-	-
04/30/09	Balance	iii-a	1,111.73	0.000%	-	-	-	-	-
04/30/09	Allocation Date Bal	iii-a	(1,111.73)	0.000%	-	-	-	-	-
05/31/09	MMF Bal/Interest	iii-a	0.42	0.000%	-	-	-	-	-
05/31/09	Purchase	iii-a	(0.42)	0.000%	-	-	-	-	-
05/31/09	Purchase	iii-a	(1,414,354.93)	0.000%	-	-	-	-	-
06/30/09	MMF Bal/Interest	iii-a	12.63	0.000%	-	-	-	-	-
06/30/09	Purchase	iii-a	(12.63)	0.000%	-	-	-	-	-
07/01/09	Purchase	iii-a	(1,419,855.00)	0.000%	-	-	-	-	-
07/01/09	Sale	iii-a	1,419,855.00	0.000%	-	-	-	-	-
07/31/09	MMF Bal/Interest	iii-a	388.59	0.000%	-	-	-	-	-
07/31/09	Purchase	iii-a	(388.59)	0.000%	-	-	-	-	-
08/31/09	MMF Bal/Interest	iii-a	371.42	0.000%	-	-	-	-	-
08/31/09	Purchase	iii-a	(371.42)	0.000%	-	-	-	-	-
09/01/09	Sale	iii-a	705,833.67	0.000%	-	-	-	-	-
09/01/09	Balance	iii-a	-	0.000%	-	-	-	-	-
09/30/09	MMF Bal/Interest	iii-a	153.53	0.000%	-	-	-	-	-
09/30/09	Purchase	iii-a	(153.53)	0.000%	-	-	-	-	-
10/31/09	MMF Bal/Interest	iii-a	126.41	0.000%	-	-	-	-	-
10/31/09	Purchase	iii-a	(126.41)	0.000%	-	-	-	-	-
11/30/09	MMF Bal/Interest	iii-a	115.99	0.000%	-	-	-	-	-
11/30/09	Purchase	iii-a	(115.99)	0.000%	-	-	-	-	-
12/31/09	MMF Bal/Interest	iii-a	113.96	0.000%	-	-	-	-	-
12/31/09	Purchase	iii-a	(113.96)	0.000%	-	-	-	-	-
01/31/10	MMF Bal/Interest	iii-a	96.85	0.000%	-	-	-	-	-
01/31/10	Purchase	iii-a	(96.85)	0.000%	-	-	-	-	-
02/12/10	End Balance	iii-a	711,043.92	0.000%	-	-	-	-	0.218%
02/12/10	Beg Balance	iii-a	(711,043.92)	0.000%	-	-	-	-	-
02/28/10	MMF Bal/Interest	iii-a	79.24	0.000%	-	-	-	-	-
02/28/10	Purchase	iii-a	(79.24)	0.000%	-	-	-	-	-
03/01/10	Sale	iii-a	414,161.41	0.000%	-	-	-	-	-
03/31/10	MMF Bal/Interest	iii-a	39.13	0.000%	-	-	-	-	-
03/31/10	Purchase	iii-a	(39.13)	0.000%	-	-	-	-	-
04/30/10	MMF Bal/Interest	iii-a	42.01	0.000%	-	-	-	-	-
04/30/10	Purchase	iii-a	(42.01)	0.000%	-	-	-	-	-
05/31/10	MMF Bal/Interest	iii-a	46.36	0.000%	-	-	-	-	-
05/31/10	Purchase	iii-a	(46.36)	0.000%	-	-	-	-	-
06/28/10	Purchase	iii-a	(1,171,013.35)	0.000%	-	-	-	-	-
06/30/10	MMF Bal/Interest	iii-a	61.50	0.000%	-	-	-	-	-
06/30/10	Purchase	iii-a	(61.50)	0.000%	-	-	-	-	-
07/31/10	MMF Bal/Interest	iii-a	248.38	0.000%	-	-	-	-	-

Fund Description	Fund ID	IRR	Gross Earnings	Adjusted Earnings	Ending Balance	XE by Fund
Subtotal Prior Yield Restriction Payments	ii		-	-	-	-
Subtotal Debt Service Fund - (TexStar)	iii-a	0.234614%	19,776.16	-	-	-
Total		0.234614%	19,776.16	-	\$ -	-

Computation Date 02/12/18

Date	Description	Fund ID	Cash Flow	Allocable Percentage	Allocable Cash Flow	Computation of XE as of 02/12/18 @ 4.449680%	IRR Calculations 0.234614%
07/31/10	Purchase	iii-a	(248.38)	0.000%	-	-	
08/31/10	MMF Bal/Interest	iii-a	268.54	0.000%	-	-	
08/31/10	Purchase	iii-a	(268.54)	0.000%	-	-	
09/01/10	Sale	iii-a	574,823.75	0.000%	-	-	
09/02/10	Sale	iii-a	204,789.55	0.000%	-	-	
09/02/10	Purchase	iii-a	(252.61)	0.000%	-	-	
09/02/10	Balance	iii-a	-	0.000%	-	-	
09/23/10	Purchase	iii-a	(15,349.70)	0.000%	-	-	
09/30/10	MMF Bal/Interest	iii-a	120.39	0.000%	-	-	
09/30/10	Purchase	iii-a	(120.39)	0.000%	-	-	
10/31/10	MMF Bal/Interest	iii-a	119.83	0.000%	-	-	
10/31/10	Purchase	iii-a	(119.83)	0.000%	-	-	
11/30/10	MMF Bal/Interest	iii-a	109.11	0.000%	-	-	
11/30/10	Purchase	iii-a	(109.11)	0.000%	-	-	
12/31/10	MMF Bal/Interest	iii-a	102.56	0.000%	-	-	
12/31/10	Purchase	iii-a	(102.56)	0.000%	-	-	
01/31/11	MMF Bal/Interest	iii-a	98.02	0.000%	-	-	
01/31/11	Purchase	iii-a	(98.02)	0.000%	-	-	
02/12/11	End Balance	iii-a	705,220.18	0.000%	-	-	0.189%
02/12/11	Beg Balance	iii-a	(705,220.18)	0.000%	-	-	
02/28/11	MMF Bal/Interest	iii-a	79.84	0.000%	-	-	
02/28/11	Purchase	iii-a	(79.84)	0.000%	-	-	
03/01/11	Sale	iii-a	206,813.75	0.000%	-	-	
03/01/11	Sale	iii-a	231,087.86	0.000%	-	-	
03/31/11	MMF Bal/Interest	iii-a	31.21	0.000%	-	-	
03/31/11	Purchase	iii-a	(31.21)	0.000%	-	-	
04/30/11	MMF Bal/Interest	iii-a	24.35	0.000%	-	-	
04/30/11	Purchase	iii-a	(24.35)	0.000%	-	-	
05/31/11	MMF Bal/Interest	iii-a	19.59	0.000%	-	-	
05/31/11	Purchase	iii-a	(19.59)	0.000%	-	-	
06/30/11	MMF Bal/Interest	iii-a	19.54	0.000%	-	-	
06/30/11	Purchase	iii-a	(19.54)	0.000%	-	-	
07/08/11	Purchase	iii-a	(1,363.85)	0.000%	-	-	
07/08/11	Purchase	iii-a	(1,662,841.56)	0.000%	-	-	
07/31/11	MMF Bal/Interest	iii-a	96.31	0.000%	-	-	
07/31/11	Purchase	iii-a	(96.31)	0.000%	-	-	
08/31/11	Sale	iii-a	581,813.75	0.000%	-	-	
08/31/11	Sale	iii-a	951,657.34	0.000%	-	-	
08/31/11	MMF Bal/Interest	iii-a	150.94	0.000%	-	-	
08/31/11	Purchase	iii-a	(150.94)	0.000%	-	-	
09/01/11	Balance	iii-a	-	0.000%	-	-	
09/08/11	Purchase	iii-a	(30,997.27)	0.000%	-	-	
09/29/11	Purchase	iii-a	(216.40)	0.000%	-	-	
09/30/11	MMF Bal/Interest	iii-a	31.47	0.000%	-	-	
09/30/11	Purchase	iii-a	(31.47)	0.000%	-	-	
10/31/11	MMF Bal/Interest	iii-a	29.47	0.000%	-	-	
10/31/11	Purchase	iii-a	(29.47)	0.000%	-	-	
11/30/11	MMF Bal/Interest	iii-a	34.37	0.000%	-	-	
11/30/11	Purchase	iii-a	(34.37)	0.000%	-	-	
12/21/11	Sale	iii-a	130,003.12	0.000%	-	-	
12/21/11	Balance	iii-a	299,768.53	0.000%	-	-	
12/21/11	Allocation Date Bal	iii-a	(299,768.53)	0.000%	-	-	
12/31/11	MMF Bal/Interest	iii-a	27.10	0.000%	-	-	
12/31/11	Purchase	iii-a	(27.10)	0.000%	-	-	
01/06/12	Purchase	iii-a	(9,325.37)	0.000%	-	-	
01/25/12	Purchase	iii-a	(6,563.18)	0.000%	-	-	
01/31/12	MMF Bal/Interest	iii-a	23.72	0.000%	-	-	
01/31/12	Purchase	iii-a	(23.72)	0.000%	-	-	
02/09/12	Purchase	iii-a	(17,424.43)	0.000%	-	-	
02/12/12	End Balance	iii-a	333,122.22	0.000%	-	-	0.092%
02/12/12	Beg Balance	iii-a	(333,122.22)	0.000%	-	-	
02/13/12	Purchase	iii-a	(161,717.98)	0.000%	-	-	
02/29/12	MMF Bal/Interest	iii-a	31.70	0.000%	-	-	
02/29/12	Purchase	iii-a	(31.70)	0.000%	-	-	
03/01/12	Sale	iii-a	198,470.00	0.000%	-	-	

Fund Description	Fund ID	IRR	Gross Earnings	Adjusted Earnings	Ending Balance	XE by Fund
Subtotal Prior Yield Restriction Payments	ii		-	-	-	-
Subtotal Debt Service Fund - (TexStar)	iii-a	0.234614%	19,776.16	-	-	-
Total		0.234614%	19,776.16	-	-	\$ -

Computation Date	02/12/18				Computation of XE as of 02/12/18 @ 4.449680%	IRR Calculations 0.234614%
Date	Description	Fund ID	Cash Flow	Allocable Percentage	Allocable Cash Flow	
03/01/12	Sale	iii-a	67,262.22	0.000%	-	-
03/01/12	Sale	iii-a	229,075.00	0.000%	-	-
03/31/12	MMF Bal/Interest	iii-a	0.01	0.000%	-	-
03/31/12	Purchase	iii-a	(0.01)	0.000%	-	-
04/30/12	MMF Bal/Interest	iii-a	0.01	0.000%	-	-
04/30/12	Purchase	iii-a	(0.01)	0.000%	-	-
05/31/12	MMF Bal/Interest	iii-a	0.01	0.000%	-	-
05/31/12	Purchase	iii-a	(0.01)	0.000%	-	-
06/25/12	Purchase	iii-a	(3,498,844.05)	0.000%	-	-
06/30/12	MMF Bal/Interest	iii-a	76.29	0.000%	-	-
06/30/12	Purchase	iii-a	(76.29)	0.000%	-	-
07/31/12	MMF Bal/Interest	iii-a	403.97	0.000%	-	-
07/31/12	Purchase	iii-a	(403.97)	0.000%	-	-
08/31/12	Sale	iii-a	588,470.00	0.000%	-	-
08/31/12	Sale	iii-a	292,960.00	0.000%	-	-
08/31/12	Sale	iii-a	1,689,050.00	0.000%	-	-
08/31/12	MMF Bal/Interest	iii-a	383.96	0.000%	-	-
08/31/12	Purchase	iii-a	(383.96)	0.000%	-	-
09/01/12	Balance	iii-a	-	0.000%	-	-
09/30/12	MMF Bal/Interest	iii-a	120.18	0.000%	-	-
09/30/12	Purchase	iii-a	(120.18)	0.000%	-	-
10/31/12	MMF Bal/Interest	iii-a	137.76	0.000%	-	-
10/31/12	Purchase	iii-a	(137.76)	0.000%	-	-
11/30/12	MMF Bal/Interest	iii-a	131.40	0.000%	-	-
11/30/12	Purchase	iii-a	(131.40)	0.000%	-	-
12/31/12	MMF Bal/Interest	iii-a	129.99	0.000%	-	-
12/31/12	Purchase	iii-a	(129.99)	0.000%	-	-
01/31/13	MMF Bal/Interest	iii-a	87.07	0.000%	-	-
01/31/13	Purchase	iii-a	(87.07)	0.000%	-	-
02/12/13	End Balance	iii-a	929,916.78	0.000%	-	-
02/12/13	Beg Balance	iii-a	(929,916.78)	0.000%	-	-
02/28/13	Sale	iii-a	189,792.50	0.000%	-	-
02/28/13	Sale	iii-a	170,752.00	0.000%	-	-
02/28/13	Sale	iii-a	567,875.00	0.000%	-	-
02/28/13	MMF Bal/Interest	iii-a	67.68	0.000%	-	-
02/28/13	Purchase	iii-a	(67.68)	0.000%	-	-
03/31/13	MMF Bal/Interest	iii-a	0.09	0.000%	-	-
03/31/13	Purchase	iii-a	(0.09)	0.000%	-	-
04/30/13	MMF Bal/Interest	iii-a	0.06	0.000%	-	-
04/30/13	Purchase	iii-a	(0.06)	0.000%	-	-
05/31/13	MMF Bal/Interest	iii-a	0.04	0.000%	-	-
05/31/13	Purchase	iii-a	(0.04)	0.000%	-	-
06/13/13	Purchase	iii-a	(4,365,232.51)	0.000%	-	-
06/30/13	MMF Bal/Interest	iii-a	129.48	0.000%	-	-
06/30/13	Purchase	iii-a	(129.48)	0.000%	-	-
07/31/13	MMF Bal/Interest	iii-a	180.48	0.000%	-	-
07/31/13	Purchase	iii-a	(180.48)	0.000%	-	-
08/30/13	Sale	iii-a	3,488,419.50	0.000%	-	-
08/31/13	MMF Bal/Interest	iii-a	166.46	0.000%	-	-
08/31/13	Purchase	iii-a	(166.46)	0.000%	-	-
09/01/13	Balance	iii-a	-	0.000%	-	-
09/30/13	MMF Bal/Interest	iii-a	28.16	0.000%	-	-
09/30/13	Purchase	iii-a	(28.16)	0.000%	-	-
10/31/13	MMF Bal/Interest	iii-a	32.36	0.000%	-	-
10/31/13	Purchase	iii-a	(32.36)	0.000%	-	-
11/30/13	MMF Bal/Interest	iii-a	29.29	0.000%	-	-
11/30/13	Purchase	iii-a	(29.29)	0.000%	-	-
12/31/13	MMF Bal/Interest	iii-a	26.62	0.000%	-	-
12/31/13	Purchase	iii-a	(26.62)	0.000%	-	-
01/31/14	MMF Bal/Interest	iii-a	22.64	0.000%	-	-
01/31/14	Purchase	iii-a	(22.64)	0.000%	-	-
02/12/14	End Balance	iii-a	878,975.06	0.000%	-	-
02/12/14	Beg Balance	iii-a	(878,975.06)	0.000%	-	-
02/28/14	Sale	iii-a	180,670.00	0.000%	-	-
02/28/14	Sale	iii-a	161,184.00	0.000%	-	-

Fund Description	Fund ID	IRR	Gross Earnings	Adjusted Earnings	Ending Balance	XE by Fund
Subtotal Prior Yield Restriction Payments	ii		-	-	-	-
Subtotal Debt Service Fund - (TexStar)	iii-a	0.234614%	19,776.16	-	-	-
Total		0.234614%	19,776.16	-	-	\$ -

Computation Date	02/12/18				Computation of XE	IRR
Date	Description	Fund ID	Cash Flow	Allocable Percentage	as of 02/12/18 @ 4.449680%	Calculations 0.234614%
02/28/14	Sale	iii-a	536,497.50	0.000%	-	
02/28/14	MMF Bal/Interest	iii-a	20.55	0.000%	-	
02/28/14	Purchase	iii-a	(20.55)	0.000%	-	
06/30/14	MMF Bal/Interest	iii-a	93.70	0.000%	-	
06/30/14	Purchase	iii-a	(93.70)	0.000%	-	
07/08/14	Purchase	iii-a	(4,364,030.96)	0.000%	-	
08/31/14	Sale	iii-a	610,670.00	0.000%	-	
08/31/14	Sale	iii-a	701,184.00	0.000%	-	
08/31/14	Sale	iii-a	2,226,497.50	0.000%	-	
08/31/14	MMF Bal/Interest	iii-a	119.65	0.000%	-	
08/31/14	Purchase	iii-a	(119.65)	0.000%	-	
09/01/14	Balance	iii-a	-	0.000%	-	
09/30/14	MMF Bal/Interest	iii-a	21.54	0.000%	-	
09/30/14	Purchase	iii-a	(21.54)	0.000%	-	
10/31/14	MMF Bal/Interest	iii-a	27.02	0.000%	-	
10/31/14	Purchase	iii-a	(27.02)	0.000%	-	
11/30/14	Purchase	iii-a	(26.28)	0.000%	-	
12/31/14	MMF Bal/Interest	iii-a	35.17	0.000%	-	
12/31/14	Purchase	iii-a	(35.17)	0.000%	-	
01/31/15	MMF Bal/Interest	iii-a	38.08	0.000%	-	
01/31/15	Purchase	iii-a	(38.08)	0.000%	-	
02/12/15	End Balance	iii-a	826,690.10	0.000%	-	0.034%
02/12/15	Beg Balance	iii-a	(826,690.10)	0.000%	-	
02/27/15	Sale	iii-a	826,315.50	0.000%	-	
02/28/15	MMF Bal/Interest	iii-a	32.31	0.000%	-	
02/28/15	Purchase	iii-a	(32.31)	0.000%	-	
07/06/15	Purchase	iii-a	(272.17)	0.000%	-	
07/06/15	Purchase	iii-a	(4,363,132.75)	0.000%	-	
08/31/15	MMF Bal/Interest	iii-a	226.30	0.000%	-	
08/31/15	Purchase	iii-a	(226.30)	0.000%	-	
08/31/15	Sale	iii-a	621,102.50	0.000%	-	
08/31/15	Sale	iii-a	706,248.00	0.000%	-	
08/31/15	Sale	iii-a	2,263,965.00	0.000%	-	
09/01/15	Balance	iii-a	-	0.000%	-	
09/30/15	MMF Bal/Interest	iii-a	295.42	0.000%	-	
09/30/15	Purchase	iii-a	(295.42)	0.000%	-	
10/31/15	MMF Bal/Interest	iii-a	63.16	0.000%	-	
10/31/15	Purchase	iii-a	(63.16)	0.000%	-	
11/30/15	MMF Bal/Interest	iii-a	72.12	0.000%	-	
11/30/15	Purchase	iii-a	(72.12)	0.000%	-	
12/31/15	MMF Bal/Interest	iii-a	73.46	0.000%	-	
12/31/15	Purchase	iii-a	(73.46)	0.000%	-	
01/31/16	MMF Bal/Interest	iii-a	122.66	0.000%	-	
01/31/16	Purchase	iii-a	(122.66)	0.000%	-	
02/12/16	End Balance	iii-a	773,474.98	0.000%	-	0.097%
02/12/16	Beg Balance	iii-a	(773,474.98)	0.000%	-	
02/29/16	Purchase	iii-a	(178.19)	0.000%	-	
02/29/16	Sale	iii-a	161,090.00	0.000%	-	
02/29/16	Sale	iii-a	141,036.00	0.000%	-	
02/29/16	Sale	iii-a	470,085.00	0.000%	-	
02/29/16	MMF Bal/Interest	iii-a	364.63	0.000%	-	
02/29/16	Purchase	iii-a	(186.44)	0.000%	-	
03/31/16	MMF Bal/Interest	iii-a	0.36	0.000%	-	
03/31/16	Purchase	iii-a	(0.36)	0.000%	-	
04/30/16	MMF Bal/Interest	iii-a	0.50	0.000%	-	
04/30/16	Purchase	iii-a	(0.50)	0.000%	-	
05/31/16	MMF Bal/Interest	iii-a	0.51	0.000%	-	
05/31/16	Purchase	iii-a	(0.51)	0.000%	-	
06/29/16	Purchase	iii-a	(4,356,761.96)	0.000%	-	
06/30/16	MMF Bal/Interest	iii-a	99.83	0.000%	-	
06/30/16	Purchase	iii-a	(99.83)	0.000%	-	
07/31/16	MMF Bal/Interest	iii-a	1,429.23	0.000%	-	
07/31/16	Purchase	iii-a	(1,429.23)	0.000%	-	
08/31/16	Sale	iii-a	3,642,211.00	0.000%	-	
08/31/16	MMF Bal/Interest	iii-a	1,437.20	0.000%	-	

Fund Description	Fund ID	IRR	Gross Earnings	Adjusted Earnings	Ending Balance	XE by Fund
Subtotal Prior Yield Restriction Payments	ii		-	-	-	-
Subtotal Debt Service Fund - (TexStar)	iii-a	0.234614%	19,776.16	-	-	-
Total		0.234614%	19,776.16	-	-	\$ -

Computation Date		02/12/18				Computation of XE as of 02/12/18 @ 4.449680%		IRR Calculations 0.234614%	
Date	Description	Fund ID	Cash Flow	Allocable Percentage	Allocable Cash Flow				
08/31/16	Purchase	iii-a	(1,437.20)	0.000%	-	-	-	-	-
09/01/16	Balance	iii-a	-	0.000%	-	-	-	-	-
09/30/16	MMF Bal/Interest	iii-a	243.63	0.000%	-	-	-	-	-
09/30/16	Purchase	iii-a	(243.63)	0.000%	-	-	-	-	-
10/31/16	MMF Bal/Interest	iii-a	256.69	0.000%	-	-	-	-	-
10/31/16	Purchase	iii-a	(256.69)	0.000%	-	-	-	-	-
11/30/16	MMF Bal/Interest	iii-a	245.09	0.000%	-	-	-	-	-
11/30/16	Purchase	iii-a	(245.09)	0.000%	-	-	-	-	-
12/22/16	Sale	iii-a	218,552.04	0.000%	-	-	-	-	-
12/22/16	Balance	iii-a	501,406.06	0.000%	-	-	-	-	-
12/22/16	Allocation Date Bal	iii-a	(501,406.06)	0.000%	-	-	-	-	-
12/31/16	Purchase	iii-a	(1,800.00)	0.000%	-	-	-	-	-
12/31/16	MMF Bal/Interest	iii-a	274.08	0.000%	-	-	-	-	-
12/31/16	Purchase	iii-a	(274.08)	0.000%	-	-	-	-	-
01/31/17	MMF Bal/Interest	iii-a	233.00	0.000%	-	-	-	-	-
01/31/17	Purchase	iii-a	(233.00)	0.000%	-	-	-	-	-
02/12/17	End Balance	iii-a	503,590.95	0.000%	-	-	-	-	0.420%
02/12/17	Beg Balance	iii-a	(503,590.95)	0.000%	-	-	-	-	-
02/28/17	Sale	iii-a	361,633.50	0.000%	-	-	-	-	-
02/28/17	MMF Bal/Interest	iii-a	208.13	0.000%	-	-	-	-	-
02/28/17	Purchase	iii-a	(208.13)	0.000%	-	-	-	-	-
03/31/17	MMF Bal/Interest	iii-a	75.65	0.000%	-	-	-	-	-
03/31/17	Purchase	iii-a	(75.65)	0.000%	-	-	-	-	-
04/30/17	MMF Bal/Interest	iii-a	83.41	0.000%	-	-	-	-	-
04/30/17	Purchase	iii-a	(83.41)	0.000%	-	-	-	-	-
05/31/17	MMF Bal/Interest	iii-a	91.03	0.000%	-	-	-	-	-
05/31/17	Purchase	iii-a	(91.03)	0.000%	-	-	-	-	-
06/30/17	MMF Bal/Interest	iii-a	100.98	0.000%	-	-	-	-	-
06/30/17	Purchase	iii-a	(100.98)	0.000%	-	-	-	-	-
07/11/17	Purchase	iii-a	(3,507,512.07)	0.000%	-	-	-	-	-
07/31/17	MMF Bal/Interest	iii-a	2,120.00	0.000%	-	-	-	-	-
07/31/17	Purchase	iii-a	(2,120.00)	0.000%	-	-	-	-	-
08/31/17	Sale	iii-a	2,092,023.75	0.000%	-	-	-	-	-
08/31/17	Sale	iii-a	730,456.00	0.000%	-	-	-	-	-
08/31/17	Sale	iii-a	524,153.75	0.000%	-	-	-	-	-
08/31/17	MMF Bal/Interest	iii-a	3,112.09	0.000%	-	-	-	-	-
08/31/17	Purchase	iii-a	(3,112.09)	0.000%	-	-	-	-	-
09/01/17	Balance	iii-a	-	0.000%	-	-	-	-	-
09/30/17	MMF Bal/Interest	iii-a	263.33	0.000%	-	-	-	-	-
09/30/17	Purchase	iii-a	(263.33)	0.000%	-	-	-	-	-
10/31/17	MMF Bal/Interest	iii-a	274.91	0.000%	-	-	-	-	-
10/31/17	Purchase	iii-a	(274.91)	0.000%	-	-	-	-	-
11/30/17	MMF Bal/Interest	iii-a	271.69	0.000%	-	-	-	-	-
11/30/17	Purchase	iii-a	(271.69)	0.000%	-	-	-	-	-
12/31/17	MMF Bal/Interest	iii-a	309.04	0.000%	-	-	-	-	-
12/31/17	Purchase	iii-a	(309.04)	0.000%	-	-	-	-	-
01/31/18	MMF Bal/Interest	iii-a	339.27	0.000%	-	-	-	-	-
01/31/18	Purchase	iii-a	(339.27)	0.000%	-	-	-	-	-
02/12/18	Ending Balance	iii-a	310,124.08	0.000%	-	-	-	-	1.014%
			19,776.16		-	-	-	-	

Schedule D
Nonpurpose Investments
Balance Analyses

\$10,000,000
Memorial City Redevelopment Authority
Tax Increment Contract Revenue Bonds,
Series 2008

Valuation Date	Fund ID	Security Description	Par Amount	Coupon	Settlement Date	Maturity Date	Price @ Purchase	Yield @ Purchase	Accreted Price	Accreted Value of Principal	Accrued Interest	Total Value
<i>iii-a) Debt Service Fund - Acct. # 6-1124 (TexStar)</i>												
02/12/09	iii-a	TexStar	223,485.93	Var	N/A	N/A	100.000	Var	100.000	223,485.93	47.63	223,533.56
04/30/09	iii-a	TexStar	1,111.73	Var	N/A	N/A	100.000	Var	100.000	1,111.73	-	1,111.73
02/12/10	iii-a	TexStar	711,012.79	Var	N/A	N/A	100.000	Var	100.000	711,012.79	31.13	711,043.92
02/12/11	iii-a	TexStar	705,188.81	Var	N/A	N/A	100.000	Var	100.000	705,188.81	31.37	705,220.18
12/21/11	iii-a	TexStar	289,748.16	Var	N/A	N/A	100.000	Var	100.000	289,748.16	19.37	289,768.53
02/12/12	iii-a	TexStar	333,112.96	Var	N/A	N/A	100.000	Var	100.000	333,112.96	9.26	333,122.22
02/12/13	iii-a	TexStar	929,890.12	Var	N/A	N/A	100.000	Var	100.000	929,890.12	26.66	929,916.78
02/12/14	iii-a	TexStar	878,966.99	Var	N/A	N/A	100.000	Var	100.000	878,966.99	8.07	878,975.06
02/12/15	iii-a	TexStar	826,676.94	Var	N/A	N/A	100.000	Var	100.000	826,676.94	13.16	826,690.10
02/12/16	iii-a	TexStar	773,336.29	Var	N/A	N/A	100.000	Var	100.000	773,336.29	138.69	773,474.98
12/22/16	iii-a	TexStar	501,201.88	Var	N/A	N/A	100.000	Var	100.000	501,201.88	204.18	501,406.06
02/12/17	iii-a	TexStar	503,508.96	Var	N/A	N/A	100.000	Var	100.000	503,508.96	81.99	503,590.95
02/12/18	iii-a	TexStar	310,003.56	Var	N/A	N/A	100.000	Var	100.000	310,003.56	120.52	310,124.08

MMF

Account Number	Cash Flow #	Cash Flow Date	Description	Inv Code	Computed Interest Rate	Total CF	Balance	Average Daily/Monthly Balance	Interest	Weighted Average Annual Balance
<i>iii-a) Debt Service Fund - Acct. # 6-1124 (TexStar)</i>										
6-1124	1	02/12/08	Balance	Bal			-	-	-	-
6-1124	2	10/08/08	Purchase	MMF		(222,500.00)	222,500.00	-	-	-
6-1124	3	10/31/08	MMF Bal/Interest	Bal	1.911%	267.26	222,500.00	19,532.44	267.26	-
6-1124	4	10/31/08	Purchase	MMF		(267.26)	222,767.26	222,500.00	-	-
6-1124	5	11/30/08	MMF Bal/Interest	Bal	1.569%	286.57	222,767.26	222,767.26	286.57	-
6-1124	6	11/30/08	Purchase	MMF		(286.57)	223,053.83	222,767.26	-	-
6-1124	7	12/31/08	MMF Bal/Interest	Bal	1.383%	261.31	223,053.83	223,053.83	261.31	-
6-1124	8	12/31/08	Purchase	MMF		(261.31)	223,315.14	223,053.83	-	-
6-1124	9	01/31/09	MMF Bal/Interest	Bal	0.903%	170.79	223,315.14	223,315.14	170.79	-
6-1124	10	01/31/09	Purchase	MMF		(170.79)	223,485.93	223,315.14	-	-
6-1124	11	02/12/09	End Balance	Bal			223,485.93	223,485.93	-	77,376.47
6-1124	12	02/12/09	Beg Balance	Bal			223,485.93	223,485.93	-	-
6-1124	13	02/28/09	MMF Bal/Interest	Bal	0.707%	120.92	223,485.93	223,485.93	120.92	-
6-1124	14	02/28/09	Purchase	MMF		(120.92)	223,606.85	223,485.93	-	-
6-1124	15	03/02/09	Sale	MMF		222,500.00	1,106.85	223,606.85	-	-
6-1124	16	03/31/09	MMF Bal/Interest	Bal	0.337%	4.42	1,106.85	15,461.69	4.42	-
6-1124	17	03/31/09	Purchase	MMF		(4.42)	1,111.27	1,106.85	-	-
6-1124	18	04/30/09	MMF Bal/Interest	Bal	0.504%	0.46	1,111.27	1,111.27	0.46	-
6-1124	19	04/30/09	Purchase	MMF		(0.46)	1,111.73	1,111.27	-	-
6-1124	20	04/30/09	Balance	Bal			1,111.73	1,111.27	-	-
6-1124	21	04/30/09	Allocation Date Bal	Bal			1,111.73	1,111.27	-	-
6-1124	22	05/31/09	MMF Bal/Interest	Bal	0.445%	0.42	1,111.73	1,111.73	0.42	-
6-1124	23	05/31/09	Purchase	MMF		(0.42)	1,112.15	1,111.73	-	-
6-1124	24	05/31/09	Purchase	MMF		(1,414,354.93)	1,415,467.08	1,111.73	-	-
6-1124	25	06/30/09	MMF Bal/Interest	Bal	0.011%	12.63	1,415,467.08	1,415,467.08	12.63	-
6-1124	26	06/30/09	Purchase	MMF		(12.63)	1,415,479.71	1,415,467.08	-	-
6-1124	27	07/01/09	Purchase	MMF		(1,419,855.00)	2,835,334.71	1,415,479.71	-	-
6-1124	28	07/01/09	Sale	MMF		1,419,855.00	1,415,479.71	1,415,479.71	-	-
6-1124	29	07/31/09	MMF Bal/Interest	Bal	0.323%	388.59	1,415,479.71	1,415,479.71	388.59	-
6-1124	30	07/31/09	Purchase	MMF		(388.59)	1,415,868.30	1,415,479.71	-	-
6-1124	31	08/31/09	MMF Bal/Interest	Bal	0.309%	371.42	1,415,868.30	1,415,868.30	371.42	-
6-1124	32	08/31/09	Purchase	MMF		(371.42)	1,416,239.72	1,415,868.30	-	-
6-1124	33	09/01/09	Sale	MMF		705,833.67	710,406.05	1,416,239.72	-	-
6-1124	34	09/01/09	Balance	Bal			710,406.05	1,416,239.72	-	-
6-1124	35	09/30/09	MMF Bal/Interest	Bal	0.255%	153.53	710,406.05	733,933.84	153.53	-
6-1124	36	09/30/09	Purchase	MMF		(153.53)	710,559.58	710,406.05	-	-
6-1124	37	10/31/09	MMF Bal/Interest	Bal	0.209%	126.41	710,559.58	710,559.58	126.41	-
6-1124	38	10/31/09	Purchase	MMF		(126.41)	710,685.99	710,559.58	-	-
6-1124	39	11/30/09	MMF Bal/Interest	Bal	0.199%	115.99	710,685.99	710,685.99	115.99	-
6-1124	40	11/30/09	Purchase	MMF		(115.99)	710,801.98	710,685.99	-	-
6-1124	41	12/31/09	MMF Bal/Interest	Bal	0.189%	113.96	710,801.98	710,801.98	113.96	-
6-1124	42	12/31/09	Purchase	MMF		(113.96)	710,915.94	710,801.98	-	-
6-1124	43	01/31/10	MMF Bal/Interest	Bal	0.160%	96.85	710,915.94	710,915.94	96.85	-
6-1124	44	01/31/10	Purchase	MMF		(96.85)	711,012.79	710,915.94	-	-
6-1124	45	02/12/10	End Balance	Bal			711,012.79	711,012.79	-	691,315.18
6-1124	46	02/12/10	Beg Balance	Bal			711,012.79	711,012.79	-	-
6-1124	47	02/28/10	MMF Bal/Interest	Bal	0.145%	79.24	711,012.79	711,012.79	79.24	-
6-1124	48	02/28/10	Purchase	MMF		(79.24)	711,092.03	711,012.79	-	-
6-1124	49	03/01/10	Sale	MMF		414,161.41	296,930.62	711,092.03	-	-
6-1124	50	03/31/10	MMF Bal/Interest	Bal	0.148%	39.13	296,930.62	310,290.67	39.13	-
6-1124	51	03/31/10	Purchase	MMF		(39.13)	296,969.75	296,930.62	-	-
6-1124	52	04/30/10	MMF Bal/Interest	Bal	0.172%	42.01	296,969.75	296,969.75	42.01	-
6-1124	53	04/30/10	Purchase	MMF		(42.01)	297,011.76	296,969.75	-	-
6-1124	54	05/31/10	MMF Bal/Interest	Bal	0.184%	46.36	297,011.76	297,011.76	46.36	-
6-1124	55	05/31/10	Purchase	MMF		(46.36)	297,058.12	297,011.76	-	-
6-1124	56	06/28/10	Purchase	MMF		(1,171,013.35)	1,468,071.47	297,058.12	-	-
6-1124	57	06/30/10	MMF Bal/Interest	Bal	0.199%	61.50	1,468,071.47	375,125.68	61.50	-
6-1124	58	06/30/10	Purchase	MMF		(61.50)	1,468,132.97	1,468,071.47	-	-
6-1124	59	07/31/10	MMF Bal/Interest	Bal	0.199%	248.38	1,468,132.97	1,468,132.97	248.38	-
6-1124	60	07/31/10	Purchase	MMF		(248.38)	1,468,381.35	1,468,132.97	-	-
6-1124	61	08/31/10	MMF Bal/Interest	Bal	0.215%	268.54	1,468,381.35	1,468,381.35	268.54	-
6-1124	62	08/31/10	Purchase	MMF		(268.54)	1,468,649.89	1,468,381.35	-	-
6-1124	63	09/01/10	Sale	MMF		574,823.75	893,826.14	1,468,649.89	-	-
6-1124	64	09/02/10	Sale	MMF		204,789.55	689,036.59	1,181,238.02	-	-
6-1124	65	09/02/10	Purchase	MMF		(252.61)	689,289.20	1,181,238.02	-	-
6-1124	66	09/02/10	Balance	Bal			689,289.20	1,181,238.02	-	-
6-1124	67	09/23/10	Purchase	MMF		(15,349.70)	704,638.90	732,067.36	-	-
6-1124	68	09/30/10	MMF Bal/Interest	Bal	0.202%	120.39	704,638.90	725,667.38	120.39	-
6-1124	69	09/30/10	Purchase	MMF		(120.39)	704,759.29	704,638.90	-	-
6-1124	70	10/31/10	MMF Bal/Interest	Bal	0.200%	119.83	704,759.29	704,759.29	119.83	-
6-1124	71	10/31/10	Purchase	MMF		(119.83)	704,879.12	704,759.29	-	-
6-1124	72	11/30/10	MMF Bal/Interest	Bal	0.188%	109.11	704,879.12	704,879.12	109.11	-
6-1124	73	11/30/10	Purchase	MMF		(109.11)	704,988.23	704,879.12	-	-
6-1124	74	12/31/10	MMF Bal/Interest	Bal	0.171%	102.56	704,988.23	704,988.23	102.56	-

MMF										
Account Number	Cash Flow #	Cash Flow Date	Description	Inv Code	Computed Interest Rate	Total CF	Balance	Average Daily/Monthly Balance	Interest	Weighted Average Annual Balance
6-1124	75	12/31/10	Purchase	MMF		(102.56)	705,090.79	704,988.23	-	-
6-1124	76	01/31/11	MMF Bal/Interest	Bal	0.164%	98.02	705,090.79	705,090.79	98.02	-
6-1124	77	01/31/11	Purchase	MMF		(98.02)	705,188.81	705,090.79	-	-
6-1124	78	02/12/11	End Balance	Bal			705,188.81	705,188.81	-	707,769.96
6-1124	79	02/12/11	Beg Balance	Bal			705,188.81	705,188.81	-	-
6-1124	80	02/28/11	MMF Bal/Interest	Bal	0.148%	79.84	705,188.81	705,188.81	79.84	-
6-1124	81	02/28/11	Purchase	MMF		(79.84)	705,268.65	705,188.81	-	-
6-1124	82	03/01/11	Sale	MMF		206,813.75	498,454.90	705,268.65	-	-
6-1124	83	03/01/11	Sale	MMF		231,087.86	267,367.04	705,268.65	-	-
6-1124	84	03/31/11	MMF Bal/Interest	Bal	0.131%	31.21	267,367.04	281,492.90	31.21	-
6-1124	85	03/31/11	Purchase	MMF		(31.21)	267,398.25	267,367.04	-	-
6-1124	86	04/30/11	MMF Bal/Interest	Bal	0.111%	24.35	267,398.25	267,398.25	24.35	-
6-1124	87	04/30/11	Purchase	MMF		(24.35)	267,422.60	267,398.25	-	-
6-1124	88	05/31/11	MMF Bal/Interest	Bal	0.086%	19.59	267,422.60	267,422.60	19.59	-
6-1124	89	05/31/11	Purchase	MMF		(19.59)	267,442.19	267,422.60	-	-
6-1124	90	06/30/11	MMF Bal/Interest	Bal	0.089%	19.54	267,442.19	267,442.19	19.54	-
6-1124	91	06/30/11	Purchase	MMF		(19.54)	267,461.73	267,442.19	-	-
6-1124	92	07/08/11	Purchase	MMF		(1,363.85)	268,825.58	267,461.73	-	-
6-1124	93	07/08/11	Purchase	MMF		(1,662,841.56)	1,931,667.14	267,461.73	-	-
6-1124	94	07/31/11	MMF Bal/Interest	Bal	0.075%	96.31	1,931,667.14	1,502,194.78	96.31	-
6-1124	95	07/31/11	Purchase	MMF		(96.31)	1,931,763.45	1,931,667.14	-	-
6-1124	96	08/31/11	Sale	MMF		581,813.75	1,349,949.70	1,931,763.45	-	-
6-1124	97	08/31/11	Sale	MMF		951,657.34	398,292.36	1,931,763.45	-	-
6-1124	98	08/31/11	MMF Bal/Interest	Bal	0.092%	150.94	398,292.36	1,931,763.45	150.94	-
6-1124	99	08/31/11	Purchase	MMF		(150.94)	398,443.30	398,292.36	-	-
6-1124	100	09/01/11	Balance	Bal			398,443.30	398,443.30	-	-
6-1124	101	09/08/11	Purchase	MMF		(30,997.27)	429,440.57	398,443.30	-	-
6-1124	102	09/29/11	Purchase	MMF		(216.40)	429,656.97	420,889.60	-	-
6-1124	103	09/30/11	MMF Bal/Interest	Bal	0.091%	31.47	429,656.97	421,181.84	31.47	-
6-1124	104	09/30/11	Purchase	MMF		(31.47)	429,688.44	429,656.97	-	-
6-1124	105	10/31/11	MMF Bal/Interest	Bal	0.081%	29.47	429,688.44	429,688.44	29.47	-
6-1124	106	10/31/11	Purchase	MMF		(29.47)	429,717.91	429,688.44	-	-
6-1124	107	11/30/11	MMF Bal/Interest	Bal	0.097%	34.37	429,717.91	429,717.91	34.37	-
6-1124	108	11/30/11	Purchase	MMF		(34.37)	429,752.28	429,717.91	-	-
6-1124	109	12/21/11	Sale	MMF		130,003.12	299,749.16	429,752.28	-	-
6-1124	110	12/21/11	Balance	Bal			299,749.16	429,752.28	-	-
6-1124	111	12/21/11	Allocation Date Bal	Bal			299,749.16	429,752.28	-	-
6-1124	112	12/31/11	MMF Bal/Interest	Bal	0.082%	27.10	299,749.16	387,815.79	27.10	-
6-1124	113	12/31/11	Purchase	MMF		(27.10)	299,776.26	299,749.16	-	-
6-1124	114	01/06/12	Purchase	MMF		(9,325.37)	309,101.63	299,776.26	-	-
6-1124	115	01/25/12	Purchase	MMF		(6,563.18)	315,664.81	306,863.54	-	-
6-1124	116	01/31/12	MMF Bal/Interest	Bal	0.091%	23.72	315,664.81	308,567.01	23.72	-
6-1124	117	01/31/12	Purchase	MMF		(23.72)	315,688.53	315,664.81	-	-
6-1124	118	02/09/12	Purchase	MMF		(17,424.43)	333,112.96	315,688.53	-	-
6-1124	119	02/12/12	End Balance	Bal			333,112.96	320,044.64	-	589,241.25
6-1124	120	02/12/12	Beg Balance	Bal			333,112.96	320,044.64	-	-
6-1124	121	02/13/12	Purchase	MMF		(161,717.98)	494,830.94	321,049.89	-	-
6-1124	122	02/29/12	MMF Bal/Interest	Bal	0.096%	31.70	494,830.94	416,929.09	31.70	-
6-1124	123	02/29/12	Purchase	MMF		(31.70)	494,862.64	494,830.94	-	-
6-1124	124	03/01/12	Sale	MMF		198,470.00	296,392.64	494,862.64	-	-
6-1124	125	03/01/12	Sale	MMF		67,262.22	229,130.42	494,862.64	-	-
6-1124	126	03/01/12	Sale	MMF		229,075.00	55.42	494,862.64	-	-
6-1124	127	03/31/12	MMF Bal/Interest	Bal	0.213%	0.01	55.42	16,016.94	0.01	-
6-1124	128	03/31/12	Purchase	MMF		(0.01)	55.43	55.42	-	-
6-1124	129	04/30/12	MMF Bal/Interest	Bal	0.220%	0.01	55.43	55.43	0.01	-
6-1124	130	04/30/12	Purchase	MMF		(0.01)	55.44	55.43	-	-
6-1124	131	05/31/12	MMF Bal/Interest	Bal	0.213%	0.01	55.44	55.44	0.01	-
6-1124	132	05/31/12	Purchase	MMF		(0.01)	55.45	55.44	-	-
6-1124	133	06/25/12	Purchase	MMF		(3,498,844.05)	3,498,899.50	55.45	-	-
6-1124	134	06/30/12	MMF Bal/Interest	Bal	0.160%	76.29	3,498,899.50	583,196.13	76.29	-
6-1124	135	06/30/12	Purchase	MMF		(76.29)	3,498,975.79	3,498,899.50	-	-
6-1124	136	07/31/12	MMF Bal/Interest	Bal	0.136%	403.97	3,498,975.79	3,498,975.79	403.97	-
6-1124	137	07/31/12	Purchase	MMF		(403.97)	3,499,379.76	3,498,975.79	-	-
6-1124	138	08/31/12	Sale	MMF		588,470.00	2,910,909.76	3,499,379.76	-	-
6-1124	139	08/31/12	Sale	MMF		292,960.00	2,617,949.76	3,499,379.76	-	-
6-1124	140	08/31/12	Sale	MMF		1,689,050.00	928,899.76	3,499,379.76	-	-
6-1124	141	08/31/12	MMF Bal/Interest	Bal	0.130%	383.96	928,899.76	3,499,379.76	383.96	-
6-1124	142	08/31/12	Purchase	MMF		(383.96)	929,283.72	928,899.76	-	-
6-1124	143	09/01/12	Balance	Bal			929,283.72	929,283.72	-	-
6-1124	144	09/30/12	MMF Bal/Interest	Bal	0.158%	120.18	929,283.72	929,283.72	120.18	-
6-1124	145	09/30/12	Purchase	MMF		(120.18)	929,403.90	929,283.72	-	-
6-1124	146	10/31/12	MMF Bal/Interest	Bal	0.175%	137.76	929,403.90	929,403.90	137.76	-
6-1124	147	10/31/12	Purchase	MMF		(137.76)	929,541.66	929,403.90	-	-
6-1124	148	11/30/12	MMF Bal/Interest	Bal	0.172%	131.40	929,541.66	929,541.66	131.40	-
6-1124	149	11/30/12	Purchase	MMF		(131.40)	929,673.06	929,541.66	-	-

MMF

Account Number	Cash Flow #	Cash Flow Date	Description	Inv Code	Computed Interest Rate	Total CF	Balance	Average Daily/Monthly Balance	Interest	Weighted Average Annual Balance
6-1124	150	12/31/12	MMF Bal/Interest	Bal	0.165%	129.99	929,673.06	929,673.06	129.99	-
6-1124	151	12/31/12	Purchase	MMF		(129.99)	929,803.05	929,673.06	-	-
6-1124	152	01/31/13	MMF Bal/Interest	Bal	0.111%	87.07	929,803.05	929,803.05	87.07	-
6-1124	153	01/31/13	Purchase	MMF		(87.07)	929,890.12	929,803.05	-	-
6-1124	154	02/12/13	End Balance	Bal			929,890.12	929,890.12	-	1,083,535.37
6-1124	155	02/12/13	Beg Balance	Bal			929,890.12	929,890.12	-	-
6-1124	156	02/28/13	Sale	MMF		189,792.50	740,097.62	929,890.12	-	-
6-1124	157	02/28/13	Sale	MMF		170,752.00	569,345.62	929,890.12	-	-
6-1124	158	02/28/13	Sale	MMF		567,875.00	1,470.62	929,890.12	-	-
6-1124	159	02/28/13	MMF Bal/Interest	Bal	0.095%	67.68	1,470.62	929,890.12	67.68	-
6-1124	160	02/28/13	Purchase	MMF		(67.68)	1,538.30	1,470.62	-	-
6-1124	161	03/31/13	MMF Bal/Interest	Bal	0.069%	0.09	1,538.30	1,538.30	0.09	-
6-1124	162	03/31/13	Purchase	MMF		(0.09)	1,538.39	1,538.30	-	-
6-1124	163	04/30/13	MMF Bal/Interest	Bal	0.047%	0.06	1,538.39	1,538.39	0.06	-
6-1124	164	04/30/13	Purchase	MMF		(0.06)	1,538.45	1,538.39	-	-
6-1124	165	05/31/13	MMF Bal/Interest	Bal	0.031%	0.04	1,538.45	1,538.45	0.04	-
6-1124	166	05/31/13	Purchase	MMF		(0.04)	1,538.49	1,538.45	-	-
6-1124	167	06/13/13	Purchase	MMF		(4,365,232.51)	4,366,771.00	1,538.49	-	-
6-1124	168	06/30/13	MMF Bal/Interest	Bal	0.064%	129.48	4,366,771.00	2,475,170.25	129.48	-
6-1124	169	06/30/13	Purchase	MMF		(129.48)	4,366,900.48	4,366,771.00	-	-
6-1124	170	07/31/13	MMF Bal/Interest	Bal	0.049%	180.48	4,366,900.48	4,366,900.48	180.48	-
6-1124	171	07/31/13	Purchase	MMF		(180.48)	4,367,080.96	4,366,900.48	-	-
6-1124	172	08/30/13	Sale	MMF		3,488,419.50	878,661.46	4,367,080.96	-	-
6-1124	173	08/31/13	MMF Bal/Interest	Bal	0.046%	166.46	878,661.46	4,254,551.30	166.46	-
6-1124	174	08/31/13	Purchase	MMF		(166.46)	878,827.92	878,661.46	-	-
6-1124	175	09/01/13	Balance	Bal			878,827.92	878,827.92	-	-
6-1124	176	09/30/13	MMF Bal/Interest	Bal	0.039%	28.16	878,827.92	878,827.92	28.16	-
6-1124	177	09/30/13	Purchase	MMF		(28.16)	878,856.08	878,827.92	-	-
6-1124	178	10/31/13	MMF Bal/Interest	Bal	0.043%	32.36	878,856.08	878,856.08	32.36	-
6-1124	179	10/31/13	Purchase	MMF		(32.36)	878,888.44	878,856.08	-	-
6-1124	180	11/30/13	MMF Bal/Interest	Bal	0.041%	29.29	878,888.44	878,888.44	29.29	-
6-1124	181	11/30/13	Purchase	MMF		(29.29)	878,917.73	878,888.44	-	-
6-1124	182	12/31/13	MMF Bal/Interest	Bal	0.036%	26.62	878,917.73	878,917.73	26.62	-
6-1124	183	12/31/13	Purchase	MMF		(26.62)	878,944.35	878,917.73	-	-
6-1124	184	01/31/14	MMF Bal/Interest	Bal	0.030%	22.64	878,944.35	878,944.35	22.64	-
6-1124	185	01/31/14	Purchase	MMF		(22.64)	878,966.99	878,944.35	-	-
6-1124	186	02/12/14	End Balance	Bal			878,966.99	878,966.99	-	1,374,129.43
6-1124	187	02/12/14	Beg Balance	Bal			878,966.99	878,966.99	-	-
6-1124	188	02/28/14	Sale	MMF		180,670.00	698,296.99	878,966.99	-	-
6-1124	189	02/28/14	Sale	MMF		161,184.00	537,112.99	878,966.99	-	-
6-1124	190	02/28/14	Sale	MMF		536,497.50	615.49	878,966.99	-	-
6-1124	191	02/28/14	MMF Bal/Interest	Bal	0.030%	20.55	615.49	878,966.99	20.55	-
6-1124	192	02/28/14	Purchase	MMF		(20.55)	636.04	615.49	-	-
6-1124	193	06/30/14	MMF Bal/Interest	Bal	0.019%	93.70	636.04	636.04	93.70	-
6-1124	194	06/30/14	Purchase	MMF		(93.70)	729.74	636.04	-	-
6-1124	195	07/08/14	Purchase	MMF		(4,364,030.96)	4,364,760.70	729.74	-	-
6-1124	196	08/31/14	Sale	MMF		610,670.00	3,754,090.70	3,801,659.93	-	-
6-1124	197	08/31/14	Sale	MMF		701,184.00	3,052,906.70	3,801,659.93	-	-
6-1124	198	08/31/14	Sale	MMF		2,226,497.50	826,409.20	3,801,659.93	-	-
6-1124	199	08/31/14	MMF Bal/Interest	Bal	0.019%	119.65	826,409.20	3,801,659.93	119.65	-
6-1124	200	08/31/14	Purchase	MMF		(119.65)	826,528.85	826,409.20	-	-
6-1124	201	09/01/14	Balance	Bal			826,528.85	826,528.85	-	-
6-1124	202	09/30/14	MMF Bal/Interest	Bal	0.032%	21.54	826,528.85	826,528.85	21.54	-
6-1124	203	09/30/14	Purchase	MMF		(21.54)	826,550.39	826,528.85	-	-
6-1124	204	10/31/14	MMF Bal/Interest	Bal	0.038%	27.02	826,550.39	826,550.39	27.02	-
6-1124	205	10/31/14	Purchase	MMF		(27.02)	826,577.41	826,550.39	-	-
6-1124	206	11/30/14	Purchase	MMF		(26.28)	826,603.69	826,577.41	-	-
6-1124	207	12/31/14	MMF Bal/Interest	Bal	0.025%	35.17	826,603.69	826,590.77	35.17	-
6-1124	208	12/31/14	Purchase	MMF		(35.17)	826,638.86	826,603.69	-	-
6-1124	209	01/31/15	MMF Bal/Interest	Bal	0.054%	38.08	826,638.86	826,638.86	38.08	-
6-1124	210	01/31/15	Purchase	MMF		(38.08)	826,676.94	826,638.86	-	-
6-1124	211	02/12/15	End Balance	Bal			826,676.94	826,676.94	-	1,058,166.79
6-1124	212	02/12/15	Beg Balance	Bal			826,676.94	826,676.94	-	-
6-1124	213	02/27/15	Sale	MMF		826,315.50	361.44	826,676.94	-	-
6-1124	214	02/28/15	MMF Bal/Interest	Bal	0.053%	32.31	361.44	797,165.67	32.31	-
6-1124	215	02/28/15	Purchase	MMF		(32.31)	393.75	361.44	-	-
6-1124	216	07/06/15	Purchase	MMF		(272.17)	665.92	393.75	-	-
6-1124	217	07/06/15	Purchase	MMF		(4,363,132.75)	4,363,798.67	393.75	-	-
6-1124	218	08/31/15	MMF Bal/Interest	Bal	0.034%	226.30	4,363,798.67	1,328,386.55	226.30	-
6-1124	219	08/31/15	Purchase	MMF		(226.30)	4,364,024.97	4,363,798.67	-	-
6-1124	220	08/31/15	Sale	MMF		621,102.50	3,742,922.47	4,363,798.67	-	-
6-1124	221	08/31/15	Sale	MMF		706,248.00	3,036,674.47	4,363,798.67	-	-
6-1124	222	08/31/15	Sale	MMF		2,263,965.00	772,709.47	4,363,798.67	-	-
6-1124	223	09/01/15	Balance	Bal			772,709.47	772,709.47	-	-
6-1124	224	09/30/15	MMF Bal/Interest	Bal	0.465%	295.42	772,709.47	772,709.47	295.42	-

MMF

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6-1124	225	09/30/15	Purchase	MMF		(295.42)	773,004.89	772,709.47	-	-
6-1124	226	10/31/15	MMF Bal/Interest	Bal	0.096%	63.16	773,004.89	773,004.89	63.16	-
6-1124	227	10/31/15	Purchase	MMF		(63.16)	773,068.05	773,004.89	-	-
6-1124	228	11/30/15	MMF Bal/Interest	Bal	0.114%	72.12	773,068.05	773,068.05	72.12	-
6-1124	229	11/30/15	Purchase	MMF		(72.12)	773,140.17	773,068.05	-	-
6-1124	230	12/31/15	MMF Bal/Interest	Bal	0.112%	73.46	773,140.17	773,140.17	73.46	-
6-1124	231	12/31/15	Purchase	MMF		(73.46)	773,213.63	773,140.17	-	-
6-1124	232	01/31/16	MMF Bal/Interest	Bal	0.187%	122.66	773,213.63	773,213.63	122.66	-
6-1124	233	01/31/16	Purchase	MMF		(122.66)	773,336.29	773,213.63	-	-
6-1124	234	02/12/16	End Balance	Bal			773,336.29	773,336.29	-	1,053,088.00
6-1124	235	02/12/16	Beg Balance	Bal			773,336.29	773,336.29	-	-
6-1124	236	02/29/16	Purchase	MMF		(178.19)	773,514.48	773,336.29	-	-
6-1124	237	02/29/16	Sale	MMF		161,090.00	612,424.48	773,336.29	-	-
6-1124	238	02/29/16	Sale	MMF		141,036.00	471,388.48	773,336.29	-	-
6-1124	239	02/29/16	Sale	MMF		470,085.00	1,303.48	773,336.29	-	-
6-1124	240	02/29/16	MMF Bal/Interest	Bal	0.595%	364.63	1,303.48	773,336.29	364.63	-
6-1124	241	02/29/16	Purchase	MMF		(186.44)	1,489.92	1,303.48	-	-
6-1124	242	03/31/16	MMF Bal/Interest	Bal	0.285%	0.36	1,489.92	1,489.92	0.36	-
6-1124	243	03/31/16	Purchase	MMF		(0.36)	1,490.28	1,489.92	-	-
6-1124	244	04/30/16	MMF Bal/Interest	Bal	0.409%	0.50	1,490.28	1,490.28	0.50	-
6-1124	245	04/30/16	Purchase	MMF		(0.50)	1,490.78	1,490.28	-	-
6-1124	246	05/31/16	MMF Bal/Interest	Bal	0.404%	0.51	1,490.78	1,490.78	0.51	-
6-1124	247	05/31/16	Purchase	MMF		(0.51)	1,491.29	1,490.78	-	-
6-1124	248	06/29/16	Purchase	MMF		(4,356,761.96)	4,358,253.25	1,491.29	-	-
6-1124	249	06/30/16	MMF Bal/Interest	Bal	0.830%	99.83	4,358,253.25	146,716.69	99.83	-
6-1124	250	06/30/16	Purchase	MMF		(99.83)	4,358,353.08	4,358,253.25	-	-
6-1124	251	07/31/16	MMF Bal/Interest	Bal	0.387%	1,429.23	4,358,353.08	4,358,353.08	1,429.23	-
6-1124	252	07/31/16	Purchase	MMF		(1,429.23)	4,359,782.31	4,358,353.08	-	-
6-1124	253	08/31/16	Sale	MMF		3,642,211.00	717,571.31	4,359,782.31	-	-
6-1124	254	08/31/16	MMF Bal/Interest	Bal	0.389%	1,437.20	717,571.31	4,359,782.31	1,437.20	-
6-1124	255	08/31/16	Purchase	MMF		(1,437.20)	719,008.51	717,571.31	-	-
6-1124	256	09/01/16	Balance	Bal			719,008.51	719,008.51	-	-
6-1124	257	09/30/16	MMF Bal/Interest	Bal	0.413%	243.63	719,008.51	719,008.51	243.63	-
6-1124	258	09/30/16	Purchase	MMF		(243.63)	719,252.14	719,008.51	-	-
6-1124	259	10/31/16	MMF Bal/Interest	Bal	0.421%	256.69	719,252.14	719,252.14	256.69	-
6-1124	260	10/31/16	Purchase	MMF		(256.69)	719,508.83	719,252.14	-	-
6-1124	261	11/30/16	MMF Bal/Interest	Bal	0.416%	245.09	719,508.83	719,508.83	245.09	-
6-1124	262	11/30/16	Purchase	MMF		(245.09)	719,753.92	719,508.83	-	-
6-1124	263	12/22/16	Sale	MMF		218,552.04	501,201.88	719,753.92	-	-
6-1124	264	12/22/16	Balance	Bal			501,201.88	719,753.92	-	-
6-1124	265	12/22/16	Allocation Date Bal	Bal			501,201.88	719,753.92	-	-
6-1124	266	12/31/16	Purchase	MMF		(1,800.00)	503,001.88	656,303.33	-	-
6-1124	267	12/31/16	MMF Bal/Interest	Bal	0.493%	274.08	503,001.88	656,303.33	274.08	-
6-1124	268	12/31/16	Purchase	MMF		(274.08)	503,275.96	503,001.88	-	-
6-1124	269	01/31/17	MMF Bal/Interest	Bal	0.547%	233.00	503,275.96	503,275.96	233.00	-
6-1124	270	01/31/17	Purchase	MMF		(233.00)	503,508.96	503,275.96	-	-
6-1124	271	02/12/17	End Balance	Bal			503,508.96	503,508.96	-	1,080,297.61
6-1124	272	02/12/17	Beg Balance	Bal			503,508.96	503,508.96	-	-
6-1124	273	02/28/17	Sale	MMF		361,633.50	141,875.46	503,508.96	-	-
6-1124	274	02/28/17	MMF Bal/Interest	Bal	0.540%	208.13	141,875.46	503,508.96	208.13	-
6-1124	275	02/28/17	Purchase	MMF		(208.13)	142,083.59	141,875.46	-	-
6-1124	276	03/31/17	MMF Bal/Interest	Bal	0.627%	75.65	142,083.59	142,083.59	75.65	-
6-1124	277	03/31/17	Purchase	MMF		(75.65)	142,159.24	142,083.59	-	-
6-1124	278	04/30/17	MMF Bal/Interest	Bal	0.714%	83.41	142,159.24	142,159.24	83.41	-
6-1124	279	04/30/17	Purchase	MMF		(83.41)	142,242.65	142,159.24	-	-
6-1124	280	05/31/17	MMF Bal/Interest	Bal	0.754%	91.03	142,242.65	142,242.65	91.03	-
6-1124	281	05/31/17	Purchase	MMF		(91.03)	142,333.68	142,242.65	-	-
6-1124	282	06/30/17	MMF Bal/Interest	Bal	0.863%	100.98	142,333.68	142,333.68	100.98	-
6-1124	283	06/30/17	Purchase	MMF		(100.98)	142,434.66	142,333.68	-	-
6-1124	284	07/11/17	Purchase	MMF		(3,507,512.07)	3,649,946.73	142,434.66	-	-
6-1124	285	07/31/17	MMF Bal/Interest	Bal	1.038%	2,120.00	3,649,946.73	2,405,345.67	2,120.00	-
6-1124	286	07/31/17	Purchase	MMF		(2,120.00)	3,652,066.73	3,649,946.73	-	-
6-1124	287	08/31/17	Sale	MMF		2,092,023.75	1,560,042.98	3,652,066.73	-	-
6-1124	288	08/31/17	Sale	MMF		730,456.00	829,586.98	3,652,066.73	-	-
6-1124	289	08/31/17	Sale	MMF		524,153.75	305,433.23	3,652,066.73	-	-
6-1124	290	08/31/17	MMF Bal/Interest	Bal	1.003%	3,112.09	305,433.23	3,652,066.73	3,112.09	-
6-1124	291	08/31/17	Purchase	MMF		(3,112.09)	308,545.32	305,433.23	-	-
6-1124	292	09/01/17	Balance	Bal			308,545.32	308,545.32	-	-
6-1124	293	09/30/17	MMF Bal/Interest	Bal	1.038%	263.33	308,545.32	308,545.32	263.33	-
6-1124	294	09/30/17	Purchase	MMF		(263.33)	308,808.65	308,545.32	-	-
6-1124	295	10/31/17	MMF Bal/Interest	Bal	1.048%	274.91	308,808.65	308,808.65	274.91	-
6-1124	296	10/31/17	Purchase	MMF		(274.91)	309,083.56	308,808.65	-	-
6-1124	297	11/30/17	MMF Bal/Interest	Bal	1.069%	271.69	309,083.56	309,083.56	271.69	-
6-1124	298	11/30/17	Purchase	MMF		(271.69)	309,355.25	309,083.56	-	-
6-1124	299	12/31/17	MMF Bal/Interest	Bal	1.176%	309.04	309,355.25	309,355.25	309.04	-

MMF										
Account Number	Cash Flow #	Cash Flow Date	Description	Inv Code	Computed Interest Rate	Total CF	Balance	Average Daily/Monthly Balance	Interest	Weighted Average Annual Balance
6-1124	300	12/31/17	Purchase	MMF		(309.04)	309,664.29	309,355.25	-	-
6-1124	301	01/31/18	MMF Bal/Interest	Bal	1.290%	339.27	309,664.29	309,664.29	339.27	-
6-1124	302	01/31/18	Purchase	MMF		(339.27)	310,003.56	309,664.29	-	-
6-1124	303	02/12/18	End Balance	Bal			310,003.56	310,003.56	-	723,825.79
Subtotal						19,655.64			19,655.64	
iii-b) Debt Service Fund - Acct. # 6-1122 (Wells Fargo - Non-Interest Bearing)										
6-1122	1	02/12/08	Balance	Bal			-	-	-	-
6-1122	2	07/31/08	Purchase	MMF		(468,486.11)	468,486.11	-	-	-
6-1122	3	09/02/08	Sale	MMF		245,986.11	222,500.00	76,157.84	-	-
6-1122	4	09/02/08	Balance	Bal			222,500.00	76,157.84	-	-
6-1122	5	10/08/08	Sale	MMF		222,500.00	-	98,201.01	-	-
6-1122	6	02/12/09	End Balance	Bal			-	-	-	64,125.80
Subtotal										
iii-c) Project Fund - Acct. # 6-1126 (Ameqy Bank)										
6-1126	1	02/12/08	Balance	Bal			-	-	-	-
6-1126	2	02/12/08	Purchase	MMF		(9,682,000.00)	9,682,000.00	-	-	-
6-1126	3	02/12/08	Sale	MMF		6,672,423.23	3,009,576.77	-	-	-
6-1126	4	02/29/08	Sale	MMF		21.50	3,009,555.27	3,009,576.77	-	-
6-1126	5	02/29/08	MMF Bal/Interest	Bal	2.005%	6,258.85	3,009,555.27	3,009,576.77	6,258.85	-
6-1126	6	02/29/08	Purchase	MMF		(6,258.85)	3,015,814.12	3,009,555.27	-	-
6-1126	7	03/21/08	Sale	MMF		6,099.47	3,009,714.65	3,015,814.12	-	-
6-1126	8	03/31/08	MMF Bal/Interest	Bal	2.005%	5,119.08	3,009,714.65	3,013,846.55	5,119.08	-
6-1126	9	03/31/08	Purchase	MMF		(5,119.08)	3,014,833.73	3,009,714.65	-	-
6-1126	10	04/08/08	Sale	MMF		2,959.50	3,011,874.23	3,014,833.73	-	-
6-1126	11	04/08/08	Sale	MMF		115.18	3,011,759.05	3,014,833.73	-	-
6-1126	12	04/08/08	Sale	MMF		10,040.18	3,001,718.87	3,014,833.73	-	-
6-1126	13	04/08/08	Sale	MMF		76,230.90	2,925,487.97	3,014,833.73	-	-
6-1126	14	04/08/08	Sale	MMF		4,500.00	2,920,987.97	3,014,833.73	-	-
6-1126	15	04/21/08	Sale	MMF		45.20	2,920,942.77	2,956,738.74	-	-
6-1126	16	04/30/08	Purchase	MMF		(6,099.47)	2,927,042.24	2,945,999.95	-	-
6-1126	17	04/30/08	MMF Bal/Interest	Bal	1.886%	4,553.41	2,927,042.24	2,945,999.95	4,553.41	-
6-1126	18	04/30/08	Purchase	MMF		(4,553.41)	2,931,595.65	2,927,042.24	-	-
6-1126	19	05/06/08	Sale	MMF		276,897.58	2,654,698.07	2,931,595.65	-	-
6-1126	20	05/06/08	Sale	MMF		15,015.73	2,639,682.34	2,931,595.65	-	-
6-1126	21	05/06/08	Sale	MMF		105,919.13	2,533,763.21	2,931,595.65	-	-
6-1126	22	05/06/08	Sale	MMF		3,170.37	2,530,592.84	2,931,595.65	-	-
6-1126	23	05/31/08	Sale	MMF		44.17	2,530,548.67	2,608,206.29	-	-
6-1126	24	05/31/08	MMF Bal/Interest	Bal	1.021%	2,254.67	2,530,548.67	2,608,206.29	2,254.67	-
6-1126	25	05/31/08	Purchase	MMF		(2,254.67)	2,532,803.34	2,530,548.67	-	-
6-1126	26	06/10/08	Sale	MMF		34,554.00	2,498,249.34	2,532,803.34	-	-
6-1126	27	06/10/08	Sale	MMF		163,872.87	2,334,376.47	2,532,803.34	-	-
6-1126	28	06/10/08	Sale	MMF		979.85	2,333,396.62	2,532,803.34	-	-
6-1126	29	06/10/08	Sale	MMF		3,135.54	2,330,261.08	2,532,803.34	-	-
6-1126	30	06/10/08	Sale	MMF		9,552.50	2,320,708.58	2,532,803.34	-	-
6-1126	31	06/10/08	Sale	MMF		310,607.72	2,010,100.86	2,532,803.34	-	-
6-1126	32	06/10/08	Sale	MMF		127,877.81	1,882,223.05	2,532,803.34	-	-
6-1126	33	06/30/08	Sale	MMF		40.56	1,882,182.49	2,099,083.15	-	-
6-1126	34	06/30/08	MMF Bal/Interest	Bal	1.052%	1,809.81	1,882,182.49	2,099,083.15	1,809.81	-
6-1126	35	06/30/08	Purchase	MMF		(1,809.81)	1,883,992.30	1,882,182.49	-	-
6-1126	36	07/01/08	Sale	MMF		212,091.56	1,671,900.74	1,883,992.30	-	-
6-1126	37	07/01/08	Sale	MMF		1,578.06	1,670,322.68	1,883,992.30	-	-
6-1126	38	07/01/08	Sale	MMF		126,138.24	1,544,184.44	1,883,992.30	-	-
6-1126	39	07/01/08	Sale	MMF		95,370.00	1,448,814.44	1,883,992.30	-	-
6-1126	40	07/11/08	Sale	MMF		1,440,000.00	8,814.44	1,488,376.06	-	-
6-1126	41	07/31/08	Sale	MMF		34.13	8,780.31	533,820.18	-	-
6-1126	42	07/31/08	MMF Bal/Interest	Bal	1.241%	561.15	8,780.31	533,820.18	561.15	-
6-1126	43	07/31/08	Purchase	MMF		(561.15)	9,341.46	8,780.31	-	-
6-1126	44	08/05/08	Sale	MMF		791.54	8,549.92	9,341.46	-	-
6-1126	45	08/05/08	Sale	MMF		3,140.00	5,409.92	9,341.46	-	-
6-1126	46	08/05/08	Sale	MMF		130,228.56	(124,818.64)	9,341.46	-	-
6-1126	47	08/05/08	Sale	MMF		303,683.00	(428,501.64)	9,341.46	-	-
6-1126	48	08/05/08	Sale	MMF		58,717.12	(487,218.76)	9,341.46	-	-
6-1126	49	08/05/08	Sale	MMF		18,999.03	(506,217.79)	9,341.46	-	-
6-1126	50	08/11/08	Purchase	MMF		(750,000.00)	243,782.21	(271,872.68)	-	-
6-1126	51	08/22/08	Purchase	MMF		(500,000.00)	743,782.21	(14,045.23)	-	-
6-1126	52	08/26/08	Sale	MMF		6,643.65	737,138.56	102,543.60	-	-
6-1126	53	08/26/08	Sale	MMF		583,322.02	153,816.54	102,543.60	-	-
6-1126	54	08/26/08	Sale	MMF		6,496.12	147,320.42	102,543.60	-	-
6-1126	55	08/26/08	Sale	MMF		54,994.44	92,325.98	102,543.60	-	-
6-1126	56	08/26/08	Sale	MMF		12,150.51	80,175.47	102,543.60	-	-
6-1126	57	08/31/08	Sale	MMF		20.41	80,155.06	98,935.84	-	-
6-1126	58	08/31/08	MMF Bal/Interest	Bal	2.542%	574.86	80,155.06	98,935.84	574.86	-
6-1126	59	08/31/08	Purchase	MMF		(574.86)	80,729.92	80,155.06	-	-

MMF

Account Number	Cash Flow #	Cash Flow Date	Description	Inv Code	Computed Interest Rate	Total CF	Balance	Average Daily/Monthly Balance	Interest	Weighted Average Annual Balance
6-1126	60	09/30/08	Sale	MMF		26.14	80,703.78	80,729.92	-	
6-1126	61	09/30/08	MMF Bal/Interest	Bal	2.542%	168.22	80,703.78	80,729.92	168.22	
6-1126	62	09/30/08	Purchase	MMF		(168.22)	80,872.00	80,703.78	-	
6-1126	63	10/03/08	Purchase	MMF		(70,000.00)	150,872.00	80,872.00	-	
6-1126	64	10/07/08	Sale	MMF		7,777.46	143,094.54	120,872.00	-	
6-1126	65	10/07/08	Sale	MMF		23,280.00	119,814.54	120,872.00	-	
6-1126	66	10/07/08	Sale	MMF		13,201.67	106,612.87	120,872.00	-	
6-1126	67	10/07/08	Sale	MMF		104,012.92	2,599.95	120,872.00	-	
6-1126	68	10/07/08	Sale	MMF		2,783.86	(183.91)	120,872.00	-	
6-1126	69	10/23/08	Purchase	MMF		(10,000.00)	9,816.09	36,659.19	-	
6-1126	70	10/30/08	Purchase	MMF		(100,000.00)	109,816.09	30,395.80	-	
6-1126	71	10/31/08	Sale	MMF		8.84	109,807.25	32,957.75	-	
6-1126	72	10/31/08	MMF Bal/Interest	Bal	1.319%	36.82	109,807.25	32,957.75	36.82	
6-1126	73	10/31/08	Purchase	MMF		(36.82)	109,844.07	109,807.25	-	
6-1126	74	11/04/08	Sale	MMF		8,559.66	101,284.41	109,844.07	-	
6-1126	75	11/04/08	Sale	MMF		6,986.16	94,298.25	109,844.07	-	
6-1126	76	11/04/08	Sale	MMF		80,297.65	14,000.60	109,844.07	-	
6-1126	77	11/04/08	Sale	MMF		9,259.02	4,741.58	109,844.07	-	
6-1126	78	11/04/08	Sale	MMF		6,923.20	(2,181.62)	109,844.07	-	
6-1126	79	11/19/08	Purchase	MMF		(5,000.00)	2,818.38	21,402.74	-	
6-1126	80	11/30/08	Sale	MMF		54.46	2,763.92	14,588.47	-	
6-1126	81	11/30/08	MMF Bal/Interest	Bal	1.039%	12.43	2,763.92	14,588.47	12.43	
6-1126	82	11/30/08	Purchase	MMF		(12.43)	2,776.35	2,763.92	-	
6-1126	83	12/09/08	Purchase	MMF		(7,000.00)	9,776.35	2,776.35	-	
6-1126	84	12/09/08	Sale	MMF		9,643.18	133.17	2,776.35	-	
6-1126	85	12/31/08	Sale	MMF		42.22	90.95	900.54	-	
6-1126	86	12/31/08	MMF Bal/Interest	Bal	1.039%	3.42	90.95	900.54	3.42	
6-1126	87	12/31/08	Purchase	MMF		(3.42)	94.37	90.95	-	
6-1126	88	01/29/09	Purchase	MMF		(500,000.00)	500,094.37	94.37	-	
6-1126	89	01/31/09	Sale	MMF		11.17	500,083.20	32,352.43	-	
6-1126	90	01/31/09	MMF Bal/Interest	Bal	1.002%	27.47	500,083.20	32,352.43	27.47	
6-1126	91	01/31/09	Purchase	MMF		(27.47)	500,110.67	500,083.20	-	
6-1126	92	02/03/09	Sale	MMF		300,759.47	199,351.20	500,110.67	-	
6-1126	93	02/03/09	Sale	MMF		13,199.81	186,151.39	500,110.67	-	
6-1126	94	02/03/09	Sale	MMF		104,126.66	82,024.73	500,110.67	-	
6-1126	95	02/03/09	Sale	MMF		137.70	81,887.03	500,110.67	-	
6-1126	96	02/27/09	Purchase	MMF		(325,000.00)	406,887.03	128,356.32	-	
6-1126	97	02/28/09	Sale	MMF		11.71	406,875.32	138,303.85	-	
6-1126	98	02/28/09	MMF Bal/Interest	Bal	1.531%	161.99	406,875.32	138,303.85	161.99	
6-1126	99	02/28/09	Purchase	MMF		(161.99)	407,037.31	406,875.32	-	
6-1126	100	02/28/09	End Balance	Bal			407,037.31	406,875.32	-	
Subtotal						21,542.18				21,542.18
iii-d) Project Fund - Acct. # 6-1121 (Texpool)										
6-1121	1	02/12/08	Balance	Bal			-	-	-	
6-1121	2	07/11/08	Purchase	MMF		(1,440,000.00)	1,440,000.00	-	-	
6-1121	3	07/31/08	MMF Bal/Interest	Bal	2.358%	1,855.18	1,440,000.00	169,411.76	1,855.18	
6-1121	4	07/31/08	Purchase	MMF		(1,855.18)	1,441,855.18	1,440,000.00	-	
6-1121	5	08/11/08	Sale	MMF		750,000.00	691,855.18	1,441,855.18	-	
6-1121	6	08/22/08	Sale	MMF		500,000.00	191,855.18	1,066,855.18	-	
6-1121	7	08/31/08	MMF Bal/Interest	Bal	2.175%	1,497.41	191,855.18	812,822.92	1,497.41	
6-1121	8	08/31/08	Purchase	MMF		(1,497.41)	193,352.59	191,855.18	-	
6-1121	9	09/30/08	MMF Bal/Interest	Bal	2.413%	382.49	193,352.59	193,352.59	382.49	
6-1121	10	09/30/08	Purchase	MMF		(382.49)	193,735.08	193,352.59	-	
6-1121	11	10/03/08	Sale	MMF		70,000.00	123,735.08	193,735.08	-	
6-1121	12	10/23/08	Sale	MMF		10,000.00	113,735.08	132,865.51	-	
6-1121	13	10/30/08	Sale	MMF		100,000.00	13,735.08	128,401.75	-	
6-1121	14	10/31/08	MMF Bal/Interest	Bal	1.890%	199.63	13,735.08	124,702.82	199.63	
6-1121	15	10/31/08	Purchase	MMF		(199.63)	13,934.71	13,735.08	-	
6-1121	16	11/19/08	Sale	MMF		5,000.00	8,934.71	13,934.71	-	
6-1121	17	11/30/08	MMF Bal/Interest	Bal	1.815%	18.00	8,934.71	12,101.38	18.00	
6-1121	18	11/30/08	Purchase	MMF		(18.00)	8,952.71	8,934.71	-	
6-1121	19	12/09/08	Sale	MMF		7,000.00	1,952.71	8,952.71	-	
6-1121	20	12/31/08	MMF Bal/Interest	Bal	0.924%	3.12	1,952.71	3,984.97	3.12	
6-1121	21	12/31/08	Purchase	MMF		(3.12)	1,955.83	1,952.71	-	
6-1121	22	01/14/09	Purchase	MMF		(3,138,118.00)	3,140,073.83	1,955.83	-	
6-1121	23	01/29/09	Sale	MMF		500,000.00	2,640,073.83	1,625,120.31	-	
6-1121	24	01/31/09	MMF Bal/Interest	Bal	0.816%	1,169.03	2,640,073.83	1,690,601.18	1,169.03	
6-1121	25	01/31/09	Purchase	MMF		(1,169.03)	2,641,242.86	2,640,073.83	-	
6-1121	26	01/31/09	End Balance	Bal			2,641,242.86	2,640,073.83	-	
Subtotal						5,124.86				5,124.86
Total						46,322.68				46,322.68

Date	Description	Aggregate		Subject to Rebate		Not Subject to Rebate	
		MMF Cash Flow	MMF Balance	MMF Cash Flow	MMF Balance	MMF Cash Flow	MMF Balance
iii-c) Project Fund - Acct. # 6-1126 (Ameqy Bank)							
02/12/08	Balance	-	-	-	-	-	-
02/12/08	Purchase	(9,682,000.00)	9,682,000.00	(9,682,000.00)	9,682,000.00	-	-
02/12/08	Sale	6,672,423.23	3,009,576.77	6,672,423.23	3,009,576.77	-	-
02/29/08	Sale	21.50	3,009,555.27	-	21.50	-	-
02/29/08	MMF Bal/Interest	6,258.85	3,009,555.27	6,258.85	3,009,555.27	-	-
02/29/08	Purchase	(6,258.85)	3,015,814.12	(6,258.85)	3,015,814.12	-	-
03/21/08	Sale	6,099.47	3,009,714.65	-	6,099.47	-	-
03/31/08	MMF Bal/Interest	5,119.08	3,009,714.65	5,119.08	3,009,714.65	-	-
03/31/08	Purchase	(5,119.08)	3,014,833.73	(5,119.08)	3,014,833.73	-	-
04/08/08	Sale	2,959.50	3,011,874.23	-	2,959.50	-	-
04/08/08	Sale	115.18	3,011,759.05	-	115.18	-	-
04/08/08	Sale	10,040.18	3,001,718.87	10,040.18	3,001,718.87	-	-
04/08/08	Sale	76,230.90	2,925,487.97	76,230.90	2,925,487.97	-	-
04/08/08	Sale	4,500.00	2,920,987.97	4,500.00	2,920,987.97	-	-
04/21/08	Sale	45.20	2,920,942.77	45.20	2,920,942.77	-	-
04/30/08	Purchase	(6,099.47)	2,927,042.24	(6,099.47)	2,927,042.24	-	-
04/30/08	MMF Bal/Interest	4,553.41	2,927,042.24	4,553.41	2,927,042.24	-	-
04/30/08	Purchase	(4,553.41)	2,931,595.65	(4,553.41)	2,931,595.65	-	-
05/06/08	Sale	276,897.58	2,654,698.07	276,897.58	2,654,698.07	-	-
05/06/08	Sale	15,015.73	2,639,682.34	15,015.73	2,639,682.34	-	-
05/06/08	Sale	105,919.13	2,533,763.21	105,919.13	2,533,763.21	-	-
05/06/08	Sale	3,170.37	2,530,592.84	3,170.37	2,530,592.84	-	-
05/31/08	Sale	44.17	2,530,548.67	44.17	2,530,548.67	-	-
05/31/08	MMF Bal/Interest	2,254.67	2,530,548.67	2,254.67	2,530,548.67	-	-
05/31/08	Purchase	(2,254.67)	2,532,803.34	(2,254.67)	2,532,803.34	-	-
06/10/08	Sale	34,554.00	2,498,249.34	34,554.00	2,498,249.34	-	-
06/10/08	Sale	163,872.87	2,334,376.47	163,872.87	2,334,376.47	-	-
06/10/08	Sale	979.85	2,333,396.62	979.85	2,333,396.62	-	-
06/10/08	Sale	3,135.54	2,330,261.08	3,135.54	2,330,261.08	-	-
06/10/08	Sale	9,552.50	2,320,708.58	9,552.50	2,320,708.58	-	-
06/10/08	Sale	310,607.72	2,010,100.86	310,607.72	2,010,100.86	-	-
06/10/08	Sale	127,877.81	1,882,223.05	127,877.81	1,882,223.05	-	-
06/30/08	Sale	40.56	1,882,182.49	40.56	1,882,182.49	-	-
06/30/08	MMF Bal/Interest	1,809.81	1,882,182.49	1,809.81	1,882,182.49	-	-
06/30/08	Purchase	(1,809.81)	1,883,992.30	(1,809.81)	1,883,992.30	-	-
07/01/08	Sale	212,091.56	1,671,900.74	212,091.56	1,671,900.74	-	-
07/01/08	Sale	1,578.06	1,670,322.68	1,578.06	1,670,322.68	-	-
07/01/08	Sale	126,138.24	1,544,184.44	126,138.24	1,544,184.44	-	-
07/01/08	Sale	95,370.00	1,448,814.44	95,370.00	1,448,814.44	-	-
07/11/08	Sale	1,440,000.00	8,814.44	1,440,000.00	8,814.44	-	-
07/31/08	Sale	34.13	8,780.31	34.13	8,780.31	-	-
07/31/08	MMF Bal/Interest	561.15	8,780.31	561.15	8,780.31	-	-
07/31/08	Purchase	(561.15)	9,341.46	(561.15)	9,341.46	-	-
08/05/08	Sale	791.54	8,549.92	791.54	8,549.92	-	-
08/05/08	Sale	3,140.00	5,409.92	3,140.00	5,409.92	-	-
08/05/08	Sale	130,228.56	(124,818.64)	130,228.56	(124,818.64)	-	-
08/05/08	Sale	303,683.00	(428,501.64)	303,683.00	(428,501.64)	-	-
08/05/08	Sale	58,717.12	(487,218.76)	58,717.12	(487,218.76)	-	-
08/05/08	Sale	18,999.03	(506,217.79)	18,999.03	(506,217.79)	-	-
08/11/08	Purchase	(750,000.00)	243,782.21	(750,000.00)	243,782.21	-	-
08/22/08	Purchase	(500,000.00)	743,782.21	(500,000.00)	743,782.21	-	-
08/26/08	Sale	6,643.65	737,138.56	6,643.65	737,138.56	-	-
08/26/08	Sale	583,322.02	153,816.54	583,322.02	153,816.54	-	-
08/26/08	Sale	6,496.12	147,320.42	6,496.12	147,320.42	-	-
08/26/08	Sale	54,994.44	92,325.98	54,994.44	92,325.98	-	-
08/26/08	Sale	12,150.51	80,175.47	12,150.51	80,175.47	-	-
08/31/08	Sale	20.41	80,155.06	20.41	80,155.06	-	-
08/31/08	MMF Bal/Interest	574.86	80,155.06	574.86	80,155.06	-	-
08/31/08	Purchase	(574.86)	80,729.92	(574.86)	80,729.92	-	-
09/30/08	Sale	26.14	80,703.78	26.14	80,703.78	-	-
09/30/08	MMF Bal/Interest	168.22	80,703.78	168.22	80,703.78	-	-
09/30/08	Purchase	(168.22)	80,872.00	(168.22)	80,872.00	-	-
10/03/08	Purchase	(70,000.00)	150,872.00	(70,000.00)	150,872.00	-	-
10/07/08	Sale	7,777.46	143,094.54	7,777.46	143,094.54	-	-
10/07/08	Sale	23,280.00	119,814.54	23,280.00	119,814.54	-	-
10/07/08	Sale	13,201.67	106,612.87	13,201.67	106,612.87	-	-
10/07/08	Sale	104,012.92	2,599.95	104,012.92	2,599.95	-	-
10/07/08	Sale	2,783.86	(183.91)	2,783.86	(183.91)	-	-
10/23/08	Purchase	(10,000.00)	9,816.09	(10,000.00)	9,816.09	-	-
10/30/08	Purchase	(100,000.00)	109,816.09	(100,000.00)	109,816.09	-	-
10/31/08	Sale	8.84	109,807.25	8.84	109,807.25	-	-
10/31/08	MMF Bal/Interest	36.82	109,807.25	36.82	109,807.25	-	-
10/31/08	Purchase	(36.82)	109,844.07	(36.82)	109,844.07	-	-
11/04/08	Sale	8,559.66	101,284.41	8,559.66	101,284.41	-	-
11/04/08	Sale	6,986.16	94,298.25	6,986.16	94,298.25	-	-

Date	Description	Aggregate		Subject to Rebate		Not Subject to Rebate	
		MMF Cash Flow	MMF Balance	MMF Cash Flow	MMF Balance	MMF Cash Flow	MMF Balance
11/04/08	Sale	80,297.65	14,000.60	80,297.65	14,000.60	-	-
11/04/08	Sale	9,259.02	4,741.58	9,259.02	4,741.58	-	-
11/04/08	Sale	6,923.20	(2,181.62)	6,923.20	(2,181.62)	-	-
11/19/08	Purchase	(5,000.00)	2,818.38	(5,000.00)	2,818.38	-	-
11/30/08	Sale	54.46	2,763.92	54.46	2,763.92	-	-
11/30/08	MMF Bal/Interest	12.43	2,763.92	12.43	2,763.92	-	-
11/30/08	Purchase	(12.43)	2,776.35	(12.43)	2,776.35	-	-
12/09/08	Purchase	(7,000.00)	9,776.35	(7,000.00)	9,776.35	-	-
12/09/08	Sale	9,643.18	133.17	9,643.18	133.17	-	-
12/31/08	Sale	42.22	90.95	42.22	90.95	-	-
12/31/08	MMF Bal/Interest	3.42	90.95	3.42	90.95	-	-
12/31/08	Purchase	(3.42)	94.37	(3.42)	94.37	-	-
01/29/09	Purchase	(500,000.00)	500,094.37	(1,955.83)	2,050.20	(498,044.17)	498,044.17
01/31/09	Sale	11.17	500,083.20	11.17	2,039.03	-	498,044.17
01/31/09	MMF Bal/Interest	27.47	500,083.20	0.19	2,039.03	27.28	498,044.17
01/31/09	Purchase	(27.47)	500,110.67	(0.19)	2,039.22	(27.28)	498,071.45
02/03/09	Sale	300,759.47	199,351.20	2,039.22	-	298,720.25	199,351.20
02/03/09	Sale	13,199.81	186,151.39	-	-	13,199.81	186,151.39
02/03/09	Sale	104,126.66	82,024.73	-	-	104,126.66	82,024.73
02/03/09	Sale	137.70	81,887.03	-	-	137.70	81,887.03
02/27/09	Purchase	(325,000.00)	406,887.03	-	-	(325,000.00)	406,887.03
02/28/09	Sale	11.71	406,875.32	-	-	11.71	406,875.32
02/28/09	MMF Bal/Interest	161.99	406,875.32	0.26	-	161.73	406,875.32
02/28/09	Purchase	(161.99)	407,037.31	-	-	(161.99)	407,037.31
02/28/09	End Balance	-	407,037.31	-	-	-	407,037.31
Interest in Period		21,542.18		21,353.16		189.02	
iii-d) Project Fund - Acct. # 6-1121 (Texpool)							
02/12/08	Balance	-	-	-	-	-	-
07/11/08	Purchase	(1,440,000.00)	1,440,000.00	(1,440,000.00)	1,440,000.00	-	-
07/31/08	MMF Bal/Interest	1,855.18	1,440,000.00	1,855.18	1,440,000.00	-	-
07/31/08	Purchase	(1,855.18)	1,441,855.18	(1,855.18)	1,441,855.18	-	-
08/11/08	Sale	750,000.00	691,855.18	750,000.00	691,855.18	-	-
08/22/08	Sale	500,000.00	191,855.18	500,000.00	191,855.18	-	-
08/31/08	MMF Bal/Interest	1,497.41	191,855.18	1,497.41	191,855.18	-	-
08/31/08	Purchase	(1,497.41)	193,352.59	(1,497.41)	193,352.59	-	-
09/30/08	MMF Bal/Interest	382.49	193,352.59	382.49	193,352.59	-	-
09/30/08	Purchase	(382.49)	193,735.08	(382.49)	193,735.08	-	-
10/03/08	Sale	70,000.00	123,735.08	70,000.00	123,735.08	-	-
10/23/08	Sale	10,000.00	113,735.08	10,000.00	113,735.08	-	-
10/30/08	Sale	100,000.00	13,735.08	100,000.00	13,735.08	-	-
10/31/08	MMF Bal/Interest	199.63	13,735.08	199.63	13,735.08	-	-
10/31/08	Purchase	(199.63)	13,934.71	(199.63)	13,934.71	-	-
11/19/08	Sale	5,000.00	8,934.71	5,000.00	8,934.71	-	-
11/30/08	MMF Bal/Interest	18.00	8,934.71	18.00	8,934.71	-	-
11/30/08	Purchase	(18.00)	8,952.71	(18.00)	8,952.71	-	-
12/09/08	Sale	7,000.00	1,952.71	7,000.00	1,952.71	-	-
12/31/08	MMF Bal/Interest	3.12	1,952.71	3.12	1,952.71	-	-
12/31/08	Purchase	(3.12)	1,955.83	(3.12)	1,955.83	-	-
01/14/09	Purchase	(3,138,118.00)	3,140,073.83	-	1,955.83	(3,138,118.00)	3,138,118.00
01/29/09	Sale	500,000.00	2,640,073.83	1,955.83	-	498,044.17	2,640,073.83
01/31/09	MMF Bal/Interest	1,169.03	2,640,073.83	1.27	-	1,167.76	2,640,073.83
01/31/09	Purchase	(1,169.03)	2,641,242.86	-	-	(1,169.03)	2,641,242.86
01/31/09	End Balance	-	2,641,242.86	-	-	-	2,641,242.86
Interest in Period		5,124.86		3,957.10		1,167.76	
Total Interest		26,667.04		25,310.26		1,356.78	

Date of Analysis	02/12/08
RRR as of February 12, 2008	793,820.00

As of February 12, 2008

Date	Production	Principal Amount	Interest Amount	Semiannual Debt Service Payments	Annual Debt Service Payments	As of February 12, 2008			
						10% of Principal Amt	Max Annual Debt Service	125% of Avg Annual Debt Service	Minimum
02/12/08	-	-	-	-	-	1,000,000.00	793,820.00	976,547.70	793,820.00
09/01/08	-	-	245,986.11	245,986.11	245,986.11				
03/01/09	-	-	222,500.00	222,500.00	222,500.00				
09/01/09	345,000.00	345,000.00	222,500.00	567,500.00	790,000.00				
03/01/10	-	-	214,823.75	214,823.75					
09/01/10	360,000.00	360,000.00	214,823.75	574,823.75	789,647.50				
03/01/11	-	-	206,813.75	206,813.75					
09/01/11	375,000.00	375,000.00	206,813.75	581,813.75	788,627.50				
03/01/12	-	-	198,470.00	198,470.00					
09/01/12	390,000.00	390,000.00	198,470.00	588,470.00	786,940.00				
03/01/13	-	-	189,792.50	189,792.50					
09/01/13	410,000.00	410,000.00	189,792.50	599,792.50	789,585.00				
03/01/14	-	-	180,670.00	180,670.00					
09/01/14	430,000.00	430,000.00	180,670.00	610,670.00	791,340.00				
03/01/15	-	-	171,102.50	171,102.50					
09/01/15	450,000.00	450,000.00	171,102.50	621,102.50	792,205.00				
03/01/16	-	-	161,090.00	161,090.00					
09/01/16	470,000.00	470,000.00	161,090.00	631,090.00	792,180.00				
03/01/17	-	-	150,632.50	150,632.50					
09/01/17	490,000.00	490,000.00	150,632.50	640,632.50	791,265.00				
03/01/18	-	-	139,730.00	139,730.00					
09/01/18	510,000.00	510,000.00	139,730.00	649,730.00	789,460.00				
03/01/19	-	-	128,382.50	128,382.50					
09/01/19	535,000.00	535,000.00	128,382.50	663,382.50	791,765.00				
03/01/20	-	-	116,478.75	116,478.75					
09/01/20	560,000.00	560,000.00	116,478.75	676,478.75	792,957.50				
03/01/21	-	-	104,018.75	104,018.75					
09/01/21	585,000.00	585,000.00	104,018.75	689,018.75	793,037.50				
03/01/22	-	-	91,002.50	91,002.50					
09/01/22	610,000.00	610,000.00	91,002.50	701,002.50	792,005.00				
03/01/23	-	-	77,430.00	77,430.00					
09/01/23	635,000.00	635,000.00	77,430.00	712,430.00	789,860.00				
03/01/24	-	-	63,301.25	63,301.25					
09/01/24	665,000.00	665,000.00	63,301.25	728,301.25	791,602.50				
03/01/25	-	-	48,505.00	48,505.00					
09/01/25	695,000.00	695,000.00	48,505.00	743,505.00	792,010.00				
03/01/26	-	-	33,041.25	33,041.25					
09/01/26	725,000.00	725,000.00	33,041.25	758,041.25	791,082.50				
03/01/27	-	-	16,910.00	16,910.00					
09/01/27	760,000.00	760,000.00	16,910.00	776,910.00	793,820.00				
	10,000,000.00	10,000,000.00	5,275,376.11	15,275,376.11	15,275,376.11				

Supporting Schedule
Appendix A

\$10,000,000
Memorial City Redevelopment Authority
Tax Increment Contract Revenue Bonds,
Series 2008

App A1 - Carryover Determination

Year	Beginning	Year Ending	From Preceding Bond Year	
			Preceding Annual Earnings (Part A)	1/12th Total Annual Debt Service (Part B)
02/12/08	02/12/09	1,033.56	20,498.84	20,498.84
02/12/09	02/12/10	1,489.10	77,361.14	77,361.14
02/12/10	02/12/11	1,335.31	99,481.23	99,481.23
02/12/11	02/12/12	545.80	175,114.65	175,114.65
02/12/12	02/12/13	1,519.76	255,440.60	255,440.60
02/12/13	02/12/14	664.77	368,069.92	368,069.92
02/12/14	02/12/15	360.80	368,058.58	368,058.58
02/12/15	02/12/16	1,010.95	368,135.92	368,135.92
02/12/16	02/12/17	4,528.05	367,868.50	367,868.50
02/12/17	02/12/18	7,288.06	309,022.25	309,022.25

* Balance are shown based on the minimum balances in that bond year.

App A2 - Portion Allocable to the Bonds

Allocation Date	Reason for Adjustment	Bond Series	2008		2009		2011		2011A		2016		Total Original Par Amount	% Allocable to Bonds
			Original Par Amount	% Subject to Rebate (= A * B)	Original Par Amount	Original Par Amount	Original Par Amount	Original Par Amount	Original Par Amount	Original Par Amount				
02/12/08	Issue Date	2008	10,000,000	0.000%	11,000,000	0.000%	9,400,000	30,600,000	30,600,000	10,000,000	100.000%	10,000,000	100.000%	
04/30/09	Issue Date	2009	10,000,000	0.000%	11,000,000	0.000%	9,400,000	30,600,000	30,600,000	21,000,000	47.619%	21,000,000	47.619%	
12/21/11	Redemption / Issue Date	'08, '11, '11A	10,000,000	0.000%	11,000,000	0.000%	9,400,000	30,600,000	30,600,000	50,000,000	20.000%	50,000,000	20.000%	
12/22/16	Issue Date	2016	10,000,000	0.000%	11,000,000	0.000%	9,400,000	30,600,000	30,600,000	67,955,000	14.716%	67,955,000	14.716%	

App A3 - Portion Subject to Rebate / Yield Restriction

Allocation Date	Begin Date	End Date	% Allocable to Non-Bona Fide Portion (Part A)	% Subject to Rebate (= A * B)	% Cash Flow to Yield Restriction	2008		2011		2011A		2016	
						Original Par Amount	% Subject to Rebate (= A * B)	Original Par Amount	Original Par Amount	Original Par Amount	Original Par Amount	Original Par Amount	Original Par Amount
02/12/08	02/12/09	02/12/09	100.000%	100.000%	0.000%	10,000,000	0.000%	9,400,000	30,600,000	30,600,000	10,000,000	100.000%	
02/12/09	04/30/09	02/12/10	0.000%	0.000%	0.000%	10,000,000	0.000%	9,400,000	30,600,000	30,600,000	21,000,000	47.619%	
04/30/09	02/12/10	02/12/11	0.000%	0.000%	0.000%	10,000,000	0.000%	9,400,000	30,600,000	30,600,000	50,000,000	20.000%	
02/12/10	02/12/11	02/12/11	27.902%	13.267%	0.000%	10,000,000	13.267%	9,400,000	30,600,000	30,600,000	50,000,000	20.000%	
02/12/11	12/21/11	02/12/12	15.658%	7.456%	0.000%	10,000,000	7.456%	9,400,000	30,600,000	30,600,000	50,000,000	20.000%	
02/12/11	02/12/12	02/12/12	15.658%	3.132%	0.000%	10,000,000	3.132%	9,400,000	30,600,000	30,600,000	50,000,000	20.000%	
02/12/12	02/12/13	02/12/13	0.000%	0.000%	0.000%	10,000,000	0.000%	9,400,000	30,600,000	30,600,000	50,000,000	20.000%	
02/12/13	02/12/14	02/12/14	0.000%	0.000%	0.000%	10,000,000	0.000%	9,400,000	30,600,000	30,600,000	50,000,000	20.000%	
02/12/14	02/12/15	02/12/15	0.000%	0.000%	0.000%	10,000,000	0.000%	9,400,000	30,600,000	30,600,000	50,000,000	20.000%	
02/12/15	02/12/16	02/12/16	0.000%	0.000%	0.000%	10,000,000	0.000%	9,400,000	30,600,000	30,600,000	50,000,000	20.000%	
02/12/16	12/22/16	02/12/16	0.000%	0.000%	0.000%	10,000,000	0.000%	9,400,000	30,600,000	30,600,000	50,000,000	20.000%	
12/22/16	02/12/17	02/12/17	0.000%	0.000%	0.000%	10,000,000	0.000%	9,400,000	30,600,000	30,600,000	50,000,000	20.000%	
02/12/17	02/12/18	02/12/18	0.000%	0.000%	0.000%	10,000,000	0.000%	9,400,000	30,600,000	30,600,000	50,000,000	20.000%	

MEMORIAL CITY REDEVELOPMENT AUTHORITY TIRZ NO. 17,
TAX REINVESTMENT ZONE NO. 17
HOUSTON, TEXAS

AGENDA MEMORANDUM

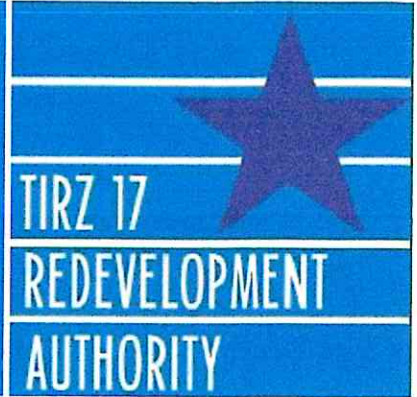
TO: Memorial City Redevelopment Authority TIRZ No. 17 Board of Directors
FROM: Executive Director
SUBJECT: Agenda Item Materials

6. CIP Committee.
 - a. Project update report from LAN, including:
 - i. Pay estimate No. 6 from SER Construction Partners, T & C Reconstruction and Drainage Improvements, in the amount of \$1,035,735.08
 - ii. Approve a Town & Country Lease Agreement
 - iii. Consider a proposal for additional bollards and up-lighting for Town & Country Way
 - b. Project update report from RPS
 - i. A presentation on W-140 Channel Improvements including authorization to bid the project
 - c. Project update report from Goodman Corporation
 - i. Consider a proposal for additional scope of services for Memorial Drive and N. Gessner
 - ii. Approve an Interlocal Agreement with the City of Bunker Hill Village
 - d. Project update report from SWA

Status Report: March 2018

Town & Country West Drainage & Mobility Improvements (T-1717)

Reconstruction and Drainage Improvements
WBS No. N-T17000-0014-7



Project Location

A portion of this project is located along Town & Country Way between Beltway 8 frontage road and Town & Country Lane, south of IH-10. The other portion of this project is located along Town & Country Boulevard between Town & Country Way and IH-10 Frontage Road. This project is located in City Council District G.



Status Report

- Council Member Greg Travis toured the project.
- Completed storm water box culverts along Town & Country Blvd. between IH-10 frontage road and Town & Country Way.
- Lime stabilized the pavement subgrade for the northbound lane of Town & Country Blvd.
- Started concrete paving of northbound lane of Town & Country Blvd.

Project Purpose

Improve drainage by increasing conveyance and storage

- Oversized reinforced concrete storm sewer box culverts will provide approximately 6.5 acre-feet of storage

Improve mobility, safety, and quality of life

- Extending Town & Country Way west to the Beltway 8 Northbound Frontage Road
- Installing a roundabout at the new intersection of Town & Country Way and Town & Country Boulevard
- Adding pedestrian friendly wider sidewalks, gathering area, and various other softscape/hardscape elements
- Replacing aging public utilities that have exceeded their useful service life

Project Description

The overall construction will consist of installation of oversized subsurface storm water detention system using reinforced concrete storm sewer boxes ranging in size from 6'x9' to 10'x10'; re-aligning Town & Country Blvd and Town & Country Way to eliminate the existing 75' street offset, construction of a one-lane roundabout at the new intersection of Town & Country Blvd and Town & Country Way, and construction of a new 3-lane concrete roadway extending Town & Country Way west to Beltway 8 frontage road, and replacement of water and sanitary sewer lines. The project will also include enhanced concrete sidewalks, paved crosswalks, pedestrian lighting, street lighting, enhanced landscaping and special paved areas for public gathering.

Town & Country West Drainage & Mobility Improvements (T-1717)

Construction Schedule

Construction Phase	Scheduled Completion
Phase 1: Public Utilities <ul style="list-style-type: none">Install all proposed waterlinesInstall all proposed sanitary sewer lines	Nov. 2017
Phase 2: Town & Country Blvd <ul style="list-style-type: none">Install storm sewer boxesReconstruct Town & Country Blvd	April 2018
Phase 3: Town & Country Way <ul style="list-style-type: none">Install storm sewer boxesConstruct new extension road to Beltway 8Construct western half of roundabout	May 2018
Phase 4: Roundabout <ul style="list-style-type: none">Install storm sewer boxesConstruct eastern half of roundaboutReconstruct Town & Country Way east to Town & Country Lane	Sep. 2018

Payment Estimates

Original Contract Amount	\$8,478,677.80
Change Order Amount to Date	-\$230,135.00
Current Contract Amount	\$8,248,542.80
Previous Payments	\$2,439,646.27
Current Payment Due	\$1,035,735.08
Contract Completion Date	9/13/2018

Construction Time

- Contract time is 365 calendar days.
- Notice to Proceed date: September 12, 2017

Contact Information

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

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

For more information please visit www.houstontirz17.org

Progress Photos



Town & Country Blvd. concrete pavement in progress—looking south



Town & Country Blvd. pavement subgrade stabilization and layout work in progress—looking north



Installing 48-inch storm sewer connection between the Town & Country Blvd. and Town & Country Way storm water box culverts



Council Member Greg Travis tours project with LAN

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

March 2018

Memorial Drive Improvements - BW 8 Frontage Road to Tallowood Rd

Ongoing Activities:

Item	Description
1	Conducted Kick-off meeting with TxDOT and City 3/9/2018

Items Affecting Schedule:

Item	Description
1	Finalizing Typical Section with TxDOT and City of Houston.

Preliminary HMGP Grant Investigations for TIRZ 17

Ongoing Activities:

Item	Description
1	Existing conditions drainage model completed <ul style="list-style-type: none">• Adjustments made to connectivity and pipe information• Pipe Flowlines were updated to better reflect GIMS depth data Proposed conditions drainage model in progress



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

March 6, 2018

Scott Bean
Memorial City Redevelopment Authority
c/o Hawes, Hill and Associates
PO Box 22167
Houston, Texas 77227-2167

Reference: Town & Country Blvd. and Town & Country Way
Reconstruction and Drainage Improvements
LAN Project No.: 120-11972-004
WBS No. N-T17000-0017-4
SER Construction Partners, LLC Payment No. 06

Dear Mr. Bean:

SER Construction Partners, LLC (SER) has submitted estimate No. 06 in the amount of \$1,035,735.08 for construction services rendered through February 28, 2018.

Based on our review, SER has complied with all requirements stated in the estimate and we recommend payment of **\$1,035,735.08** to SER.

The following billing information is to be used for payment:

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

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

Sincerely,

Muhammad Ali, P.E.
Project Manager

MA:rlb

Enclosures: SER Pay Est. No. 06



MEMORIAL CITY REDEVELOPMENT AUTHORITY
Tax Increment Reinvestment Zone No. 17

Estimate No. : 6
 Cut Off Date : 02/28/18
 Estimate Date : 03/06/18

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

Project Name : Town & Country Blvd. and Town & Country Way Reconst. And Drainage Improv
 Contractor Name : SER Construction Partners, LLC
 Address : 3636 Pasadena Blvd.
 Pasadena, TX 77503

WBS No. : N-T17000-0017-4

Contract Date : 7/14/2017
 Start Date : 9/12/2017
 Current Contract Completion Date : 9/13/2018
 Substantial Completion Date :
 Percentage By Time : 46.30% In Place : 44.35%
 Date Insurance Exp. : 6/8/2018 Drug Policy Due Date: N/A Current M/SBE : 7.06% Schedule Update Received : 2/8/2018

CONTRACT TIME IN CALENDAR DAYS
 Original Contract Time : 365
 Approved Extensions : 0
 Total Contract Time : 365
 Days Used to Date : 169
 Days Remaining to Date : 196

CONTRACT AMOUNT TO DATE :

- 1. Original Contract Amount \$8,478,677.80
- 2. Approved Change Orders

No	Date	Ext.Days	Amount
1			(\$230,135.00)

Total Approved Extensions 0 Total Change Orders to Date \$ (230,135.00)

3. Approved Work Change Directives

No	Date	Ext.Days	Amount

Total Pending Work Change Directives to Date \$0.00

TOTAL CONTRACT AMOUNT (excludes WCDs) \$8,248,542.80

A. EARNINGS TO DATE

- 1. Work Completed to Date 43.15% Complete \$3,658,296.16
 - 2. Material Stored on Site \$ 0.00
 - 3. Material Stored in Place \$ 0.00
 - 4. Balance-Materials Accepted Not in Place \$ 0.00 @ 85% \$0.00
 - 5. Work Change Directives - In Place \$0.00
- TOTAL EARNINGS TO DATE** \$3,658,296.16

B. DEDUCTIONS

- 1. Retainage 5% Of \$3,658,296.16 \$182,914.81
 - 2. Retainage Release 0% Of \$3,658,296.16 \$0.00
 - 3. Total Retainage \$182,914.81
 - 4. Liquidated Damages 0.00 Days @ \$5,000.00 \$0.00
 - 5. Assessments \$0.00
 - 6. Inspector Overtime Costs \$0.00
- TOTAL DEDUCTIONS** \$182,914.81

C. AMOUNT DUE THIS PERIOD

- 1. Total Earnings to Date \$3,658,296.16
 - 2. Total Deductions \$182,914.81
 - 3. Total Payments Due \$3,475,381.35
 - 4. Less Previous Payments \$2,439,646.27
 - 5. Restoration Adjustment \$0.00
- TOTAL AMOUNT DUE CONTRACTOR THIS DATE** \$1,035,735.08

BALANCE REMAINING \$4,820,381.64

Prepared By

[Signature]
 Richard L Butler

Reviewed By

[Signature] 3/6/2018
 Muhammad Ali, P.E. Date

Approved By:

[Signature] 3/20/18
 Scott Bean, TIRZ17 Executive Director Date

PROJECT: TOWN AND COUNTRY RECONSTRUCTION
 WBS NO. N-T17000-0017-4

OWNER:
 MEMORIAL CITY REDEVELOPMENT AUTHORITY
 2925 BRIAR PARK DR.
 HOUSTON, TEXAS 7704
 HARRIS COUNTY

CONTRACTOR:
 SER CONSTRUCTION PARTNERS LLC
 3636 PASADENA BLVD
 PASADENA, TEXAS 77503

ESTIMATE February 2018

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
1	MOBILIZATION	1	LS	\$ 400,000.00	\$ 400,000.00	1.00		1.00	\$0.00	\$400,000.00
2	TRAFFIC CONTROL AND REGULATION	1	LS	\$230,000.00	\$ 230,000.00	0		0	\$0.00	\$0.00
2-A	SET UP	1	LS	\$60,000.00	\$ 60,000.00	1		1	\$0.00	\$60,000.00
2-B	MONTHLY	12	MON	\$14,166.67	\$ 170,000.00	5	1	6	\$14,166.67	\$85,000.00
3	UNIFORMED PEACE OFFICERS	6,500	HR	\$ 30.00	\$ 195,000.00	0		0	\$0.00	\$0.00
4	PORTABLE CONCRETE LOW PROFILE TRAFFIC BARRIER	1,000	LF	\$ 23.00	\$ 23,000.00	560		560	\$0.00	\$12,880.00
5	PORTABLE CONCRETE LOW PROFILE TRAFFIC BARRIER	1,000	LF	\$ 6.40	\$ 6,400.00	0	400	400	\$2,560.00	\$2,560.00
6	PORTABLE CONCRETE LOW PROFILE TRAFFIC BARRIER	1,000	LF	\$ 9.80	\$ 9,800.00	0		0	\$0.00	\$0.00
7	INLET PROTECTION BARRIER	1,026	LF	\$ 3.20	\$ 3,283.20	100		124	\$76.80	\$396.80
8	SODDING	2,500	SY	\$ 4.70	\$ 11,750.00	0		0	\$0.00	\$0.00
9	FILTER FABRIC FENCE	3,324	LF	\$ 2.30	\$ 7,645.20	370		870	\$1,150.00	\$2,001.00
10	TYPE-C MANHOLE ON VAULT-COMplete IN PLACE	13	EA	\$ 1,000.00	\$ 13,000.00	3		3	\$0.00	\$3,000.00
11	TYPE-C MANHOLE	4	EA	\$ 3,000.00	\$ 13,200.00	0		0	\$0.00	\$0.00
12	6'X4' ACCESS DOOR	1	LF	\$ 9,000.00	\$ 9,000.00	0		0	\$0.00	\$0.00
13	REMOVE AND DISPOSE OF 8-INCH DIAMETER STORM	74	LF	\$ 6.00	\$ 444.00	0		0	\$0.00	\$0.00
14	REMOVE AND DISPOSE OF 10-INCH DIAMETER STORM	11	LF	\$ 6.50	\$ 71.50	0		0	\$0.00	\$0.00
15	REMOVE AND DISPOSE OF 12-INCH DIAMETER STORM	61	LF	\$ 7.60	\$ 463.60	0		0	\$0.00	\$0.00
16	REMOVE AND DISPOSE OF 15-INCH DIAMETER STORM	56	LF	\$ 8.80	\$ 492.80	0		0	\$0.00	\$0.00
17	REMOVE AND DISPOSE OF 18-INCH DIAMETER STORM	65	LF	\$ 9.20	\$ 598.00	252		252	\$0.00	\$2,318.40
18	REMOVE AND DISPOSE OF 24-INCH DIAMETER STORM	403	LF	\$ 10.70	\$ 4,312.10	0		0	\$0.00	\$0.00
19	REMOVE AND DISPOSE OF 30-INCH DIAMETER STORM	280	LF	\$ 12.10	\$ 3,388.00	0		0	\$0.00	\$0.00
20	REMOVE AND DISPOSE OF 36-INCH DIAMETER STORM	744	LF	\$ 13.60	\$ 9,710.40	0		576	\$7,833.60	\$7,833.60
21	REMOVE AND DISPOSE OF EXISTING INLETS, ALL TYPES	12	EA	\$ 393.00	\$ 4,716.00	0		0	\$0.00	\$0.00
22	REMOVE AND DISPOSE OF EXISTING MANHOLES, ALL TYPES	9	EA	\$ 404.60	\$ 3,641.40	0		0	\$0.00	\$0.00
23	24-INCH DIAMETER STORM SEWER BY OPEN-CUT-COMLETE	372	LF	\$ 146.30	\$ 54,423.60	45	24	69	\$3,511.20	\$10,094.70
24	30-INCH DIAMETER STORM SEWER BY OPEN-CUT-COMLETE	80	LF	\$ 110.20	\$ 8,816.00	0		0	\$0.00	\$0.00
25	36-INCH DIAMETER STORM SEWER BY OPEN-CUT-COMLETE	25	LF	\$ 194.00	\$ 4,850.00	0		0	\$0.00	\$0.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTION
 WBS NO. N-T17006-0017-4

OWNER:
 MEMORIAL CITY REDEVELOPMENT AUTHORITY
 2925 BRIAR PARK DR.
 HOUSTON, TEXAS 77042
 HARRIS COUNTY

ESTIMATE February 2018

CONTRACTOR:
 SER CONSTRUCTION PARTNERS LLC
 3636 PASADENA BLVD
 PASADENA, TEXAS 77503

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
26	48-INCH DIAMETER STORM SEWER BY OPEN-CUT-COMLETE	98	LF	\$ 252.60	\$ 24,754.80	0	0	24	\$6,062.40	\$6,062.40
27	TYPE C INLET	3	EA	\$ 2,200.00	\$ 11,000.00	0	0	0	\$0.00	\$0.00
28	TYPE C INLET WITH EXTENSIONS	3	EA	\$ 3,200.00	\$ 9,600.00	0	0	0	\$0.00	\$0.00
29	TYPE C INLET WITH TWO EXTENSIONS	2	EA	\$ 3,500.00	\$ 7,000.00	0	0	0	\$0.00	\$0.00
30	TYPE C1 INLET	3	EA	\$ 3,400.00	\$ 10,200.00	0	0	0	\$0.00	\$0.00
31	TYPE BB INLET	18	EA	\$ 2,200.00	\$ 39,600.00	3	3	6	\$6,600.00	\$13,200.00
32	27-INCH FLAP GATE, COMPLETE IN PLACE	1	EA	\$ 13,000.00	\$ 13,000.00	0	0	0	\$0.00	\$0.00
33	UNDERGROUND DETENTION VAULTS, COMPLETE IN PLACE <i>per change order no 1.</i>	1	LS	\$ 3,233,865.00	\$ 3,233,865.00	0.394	0.2742	0.6682	\$886,725.78	\$2,160,868.59
34	ADJUSTING WATER METER VAULT COVER	1	EA	\$ 1,500.00	\$ 1,500.00	0	0	0	\$0.00	\$0.00
35	TRENCH SAFETY SYSTEMS	270	LF	\$ 0.20	\$ 54.00	0	0	0	\$0.00	\$0.00
36	4-INCH DIAMETER DIP WATER LINE BY TRENCHLESS CONSTRUCTION WITH RESTRAINED JOINTS	25	LF	\$ 167.00	\$ 4,175.00	0	0	0	\$0.00	\$0.00
37	6-INCH DIAMETER DIP WATER LINE BY TRENCHLESS CONSTRUCTION WITH RESTRAINED JOINTS	25	LF	\$ 145.00	\$ 3,625.00	0	0	0	\$0.00	\$0.00
38	4-INCH DIAMETER DIP WATER LINE BY TRENCHLESS CONSTRUCTION WITH RESTRAINED JOINTS	25	LF	\$ 232.00	\$ 5,800.00	0	0	0	\$0.00	\$0.00
39	12-INCH DIAMETER WATER LINE OPEN-CUT CONSTRUCTION	270	LF	\$ 96.00	\$ 25,920.00	1041	1041	1041	\$0.00	\$99,936.00
40	12-INCH DIAMETER WATER LINE OPEN-CUT CONSTRUCTION WITH RESTRAINED JOINTS	70	LF	\$ 242.00	\$ 16,940.00	70	70	70	\$0.00	\$16,940.00
41	12-INCH DIAMETER WATER LINE BY TRENCHLESS CONSTRUCTION	1,310	LF	\$ 70.00	\$ 91,700.00	663	663	663	\$0.00	\$46,410.00
42	17-INCH DIAMETER DIP WATER LINE 20-INCH STEEL CASING BY OPEN-CUT WITH RESTRAINED JOINTS	40	LF	\$ 158.00	\$ 6,320.00	40	40	40	\$0.00	\$6,320.00
43	12-INCH DIAMETER DIP WATER LINE BY TRENCHLESS CONSTRUCTION WITH RESTRAINED JOINTS	260	LF	\$ 126.00	\$ 32,760.00	126	126	126	\$0.00	\$15,876.00
44	5/8-INCH TO 1-INCH DIAMETER WATERTAPS AND COPPER SERVICE LINE WITH METER BOX, LONG SIDE	5	EA	\$ 1,500.00	\$ 7,500.00	0	0	0	\$0.00	\$0.00
45	1.5-INCH TO 2-INCH DIAMETER WATERTAPS AND COPPER SERVICE LINE WITH METER BOX, LONG SIDE	8	EA	\$ 2,235.00	\$ 17,880.00	3	3	3	\$0.00	\$6,705.00
46	4-INCH DIAMETER WET CONNECTION	2	EA	\$ 500.00	\$ 1,000.00	1	1	1	\$0.00	\$500.00
47	6-INCH DIAMETER WET CONNECTION	1	EA	\$ 600.00	\$ 600.00	0	0	0	\$0.00	\$0.00
48	8-INCH DIAMETER WET CONNECTION	3	EA	\$ 3,000.00	\$ 9,000.00	2	2	2	\$0.00	\$6,000.00
49	12-INCH DIAMETER WET CONNECTION	1	EA	\$ 3,600.00	\$ 3,600.00	1	1	1	\$0.00	\$3,600.00
50	CUT, PLUG AND ABANDON EXISTING 4-INCH DIAMETER WATER LINE	2	EA	\$ 230.00	\$ 460.00	1	1	1	\$0.00	\$230.00
51	CUT, PLUG AND ABANDON EXISTING 6-INCH DIAMETER WATER LINE	1	EA	\$ 240.00	\$ 240.00	0	0	0	\$0.00	\$0.00
52	CUT & PLUG EXISTING 6-INCH F.H. LEAD	1	EA	\$ 120.00	\$ 120.00	0	0	0	\$0.00	\$0.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTION
 WBS NO. N-117000-0017-4

OWNER:
 MEMORIAL CITY REDEVELOPMENT AUTHORITY
 2925 BRIAR PARK DR.
 HOUSTON, TEXAS 77041
 HARRIS COUNTY

ESTIMATE February 2018

CONTRACTOR:
 SER CONSTRUCTION PARTNERS LLC
 3636 PASADENA BLVD
 PASADENA, TEXAS 77503

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
53	CUT, PLUG AND ABANDON EXISTING 8-INCH DIAMETER WATER LINE	3	EA	\$ 300.00	\$ 900.00	2		2	\$0.00	\$600.00
54	CUT, PLUG AND ABANDON EXISTING 12-INCH DIAMETER WATER LINE	2	EA	\$ 500.00	\$ 1,000.00	1		1	\$0.00	\$500.00
55	PLUG & CLAMP PROPOSED 12-INCH DIAMETER WATER LINE	1	EA	\$ 480.00	\$ 480.00	0		0	\$0.00	\$0.00
56	FIRE HYDRANT ASSEMBLY, ALL DEPTHS, INCLUDING 6-INCH	7	EA	\$ 3,800.00	\$ 26,600.00	5		5	\$0.00	\$19,000.00
57	6-INCH DIAMETER FIRE HYDRANT BRANCH BY OPEN-CUT	35	LF	\$ 65.50	\$ 2,292.50	10		10	\$0.00	\$655.00
58	REMOVE AND SALVAGE EXISTING FIRE HYDRANT	4	EA	\$ 560.00	\$ 2,240.00	0		0	\$0.00	\$0.00
59	12-INCH BY 12-INCH DIAMETER TAP, SLEEVE AND VALVE	1	EA	\$ 9,500.00	\$ 9,500.00	1		1	\$0.00	\$9,500.00
60	16-INCH BY 12-INCH DIAMETER TAP, SLEEVE AND VALVE	1	EA	\$ 10,000.00	\$ 10,000.00	1		1	\$0.00	\$10,000.00
61	STORM VAULTS CORING (SANITARY SEWER CASING INSTALLATION)	11	EA	\$ 1,000.00	\$ 11,000.00	0		0	\$0.00	\$0.00
62	4-FOOT DIAMETER PRECAST SANITARY MANHOLE	11	EA	\$ 2,000.00	\$ 22,000.00	6		6	\$0.00	\$12,000.00
63	EXTRA DEPTH, 4-FOOT DIAMETER PRECAST SANITARY MANHOLE	21	VL	\$ 165.00	\$ 3,465.00	16.18		16.18	\$0.00	\$2,669.70
64	MANHOLE DROPS; 8-INCH DIAMETER, ALL DEPTHS	4	EA	\$ 500.00	\$ 2,000.00	4		4	\$0.00	\$2,000.00
65	MANHOLE DROPS; 12-INCH DIAMETER, ALL DEPTHS	1	EA	\$ 800.00	\$ 800.00	0		0	\$0.00	\$0.00
66	REMOVE AND DISPOSE 8-INCH SANITARY SEWER	545	LF	\$ 17.00	\$ 9,265.00	0		0	\$0.00	\$0.00
67	REMOVE AND DISPOSE 10-INCH SANITARY SEWER	270	LF	\$ 20.00	\$ 5,400.00	271		271	\$0.00	\$5,420.00
68	REMOVE AND DISPOSE OF EXISTING SANITARY MANHOLE	9	EA	\$ 400.00	\$ 3,600.00	3		3	\$0.00	\$1,200.00
69	ABANDON AND FILL MANHOLE	1	EA	\$ 600.00	\$ 600.00	0		0	\$0.00	\$0.00
70	ABANDON AND FILL 8-INCH DIAMETER SEWER	35	LF	\$ 12.00	\$ 420.00	0		0	\$0.00	\$0.00
71	ABANDON AND FILL 12-INCH DIAMETER SEWER	490	LF	\$ 20.00	\$ 9,800.00	0		0	\$0.00	\$0.00
72	TRENCH SAFETY SYSTEMS	1,540	LF	\$ 0.20	\$ 308.00	358		358	\$0.00	\$71.60
73	6-INCH SANITARY SEWER PIPE IN 12-INCH STEEL CASING BY OPEN-CUT	70	LF	\$ 140.00	\$ 9,800.00	0		0	\$0.00	\$0.00
74	10-INCH SANITARY SEWER PIPE IN 20-INCH STEEL CASING BY OPEN-CUT	15	LF	\$ 200.00	\$ 3,000.00	0		0	\$0.00	\$0.00
75	8-INCH SANITARY SEWER BY OPEN-CUT	400	LF	\$ 100.00	\$ 40,000.00	331	64	395	\$6,400.00	\$39,500.00
76	8-INCH PRESSURE RATED SANITARY SEWER BY OPEN-CUT	90	LF	\$ 108.00	\$ 9,720.00	0		0	\$0.00	\$0.00
77	8-INCH PRESSURE RATED SANITARY SEWER BY OPEN-CUT WITH RESTRAINED JOINTS	20	LF	\$ 128.00	\$ 2,560.00	0		0	\$0.00	\$0.00
78	10-INCH SANITARY SEWER BY OPEN-CUT	255	LF	\$ 122.00	\$ 31,110.00	271		271	\$0.00	\$33,062.00
79	12-INCH SANITARY SEWER BY OPEN-CUT	280	LF	\$ 164.00	\$ 45,920.00	534		534	\$0.00	\$87,576.00
80	12-INCH PRESSURE RATED SANITARY SEWER BY OPEN-CUT	285	LF	\$ 160.00	\$ 45,600.00	0		0	\$0.00	\$0.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTION
WB5 NO. N-117000-0017-4

OWNER:
MEMORIAL CITY REDEVELOPMENT AUTHORITY
2925 BRIAR PARK DR.
HOUSTON, TEXAS 77014
HARRIS COUNTY

ESTIMATE February 2018

CONTRACTOR:
SER CONSTRUCTION PARTNERS LLC
3636 PASADENA BLVD
PASADENA, TEXAS 77503

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
81	16-INCH SANITARY SEWER LEADS	120	LF	\$ 78.00	\$ 9,360.00	0	0	0	\$0.00	\$0.00
82	TEMPORARY ASPHALT	1,000	SY	\$ 64.00	\$ 64,000.00	1040.95	124.6	1165.55	\$7,974.40	\$74,595.20
83	TEMPORARY ASPHALT ROADWAY (EXTENSION ROAD)	1,200	SY	\$ 66.00	\$ 79,200.00	129	459.3	588.3	\$30,313.80	\$38,827.80
	REMOVE AND DISPOSE OF REINFORCED CONCRETE									
84	PAVEMENT WITH OR WITHOUT ASPHALT OVERLAY	6,250	SY	\$ 6.40	\$ 40,000.00	856	1500	2356	\$9,600.00	\$15,078.40
	REMOVE AND DISPOSE OF ASPHALT PARKING LOT									
85	INCLUDING SUBGRADE (EXTENSION ROAD)	2,000	SY	\$ 6.50	\$ 13,000.00	2000		2000	\$0.00	\$13,000.00
86	REMOVE AND REPLACE BRICK PAVERS	980	SY	\$ 57.60	\$ 56,448.00	0		0	\$0.00	\$0.00
	REMOVE AND DISPOSE OF DRIVEWAYS (ALL MATERIALS, ALL THICKNESSES)									
87	REMOVE AND DISPOSE OF SIDEWALKS (ALL MATERIALS, ALL THICKNESSES)	650	SY	\$ 11.60	\$ 7,540.00	69.14		69.14	\$0.00	\$802.02
88	ROADWAY BORROW	600	SY	\$ 8.80	\$ 5,280.00	0		0	\$0.00	\$0.00
89	ROADWAY EXCAVATION	2,235	CY	\$ 21.00	\$ 46,935.00	0		0	\$0.00	\$0.00
90	REMOVE CONCRETE CURB, ALL HEIGHTS	4,040	CY	\$ 21.00	\$ 84,840.00	2020	1000	3020	\$21,000.00	\$63,420.00
91	CONCRETE CURB (ALL FINISHES, 6INCHES AND GREATER)	1,350	LF	\$ 2.00	\$ 2,700.00	0		0	\$0.00	\$0.00
92	CONCRETE CURB 3"	4,000	LF	\$ 3.40	\$ 13,600.00	0	590	590	\$2,006.00	\$2,006.00
93	CONCRETE CURB (TOE WALL 0" TO 24")	255	LF	\$ 3.40	\$ 867.00	0		0	\$0.00	\$0.00
94	LIME/FLY-ASH STABILIZED SUBGRADE, 8-INCH	110	LF	\$ 80.00	\$ 8,800.00	0		0	\$0.00	\$0.00
95	LIME FOR LIME STABILIZED SUBGRADE	10,400	SY	\$ 5.70	\$ 59,280.00	2102		2102	\$0.00	\$11,981.40
96	ROUNDABOUT PAVERS	200	TON	\$ 171.10	\$ 34,220.00	49.04		49.04	\$0.00	\$8,390.74
97	CROSS-WALK ACCENT PAVERS	2,210	SF	\$ 14.20	\$ 31,382.00	0		0	\$0.00	\$0.00
98	7 INCH HIGH EARLY STRENGTH CONCRETE DRIVEWAY, INCLUDING EXCAVATION AND BASE	2,250	SF	\$ 14.40	\$ 32,400.00	0		0	\$0.00	\$0.00
99	10-INCH REINFORCED CONCRETE PAVEMENT (HIGH EARLY STRENGTH)	6,300	SF	\$ 10.00	\$ 63,000.00	622.29		3256.29	\$26,340.00	\$32,562.90
100	10-INCH CONTINUOUSLY REINFORCED CONCRETE PAVEMENT (HIGH EARLY STRENGTH)	7,950	SY	\$ 62.50	\$ 496,875.00	1913		1913	\$0.00	\$119,562.50
101	10-INCH CONTINUOUSLY REINFORCED CONCRETE PAVEMENT (HIGH EARLY STRENGTH)	1,300	SY	\$ 70.00	\$ 91,000.00	0		0	\$0.00	\$0.00
102	PAVEMENT (TXDOT) (HIGH EARLY STRENGTH)	400	SY	\$ 75.00	\$ 30,000.00	0		0	\$0.00	\$0.00
103	6-INCH CEMENT STABILIZED BASE (TXDOT)	350	SY	\$ 24.00	\$ 8,400.00	0		0	\$0.00	\$0.00
104	6-INCH LIME TREATED SUBGRADE (TXDOT)	350	SY	\$ 10.00	\$ 3,500.00	0		0	\$0.00	\$0.00
105	BOARD EXPANSION JOINT WITH LOAD TRANSFER DEVICE	1042	LF	\$ 9.00	\$ 9,378.00	355		355	\$0.00	\$3,195.00
106	HORIZONTAL DOWELS, ALL LENGTHS	520	EA	\$ 7.40	\$ 3,848.00	344		344	\$0.00	\$2,545.60
107	SAW-CUT CONCRETE PAVEMENT (ALL DEPTHS)	460	LF	\$ 15.00	\$ 6,900.00	1901		1901	\$0.00	\$28,515.00
108	ADA ACCESSIBLE WHEELCHAIR RAMPS	1,320	SF	\$ 7.30	\$ 9,636.00	0		0	\$0.00	\$0.00
109	ADA DETECTABLE WARNING PAVERS	11	SY	\$ 40.00	\$ 440.00	0		0	\$0.00	\$0.00
110	4 1/2" THICK CONCRETE SIDEWALK	25,000	SF	\$ 6.20	\$ 155,000.00	0		0	\$0.00	\$0.00
111	CONCRETE CURB (ALL FINISHES, 6INCHES AND GREATER)	240	LF	\$ 3.40	\$ 816.00	0		0	\$0.00	\$0.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTION
 WBS NO. N-T17000-0017-4

OWNER:
 MEMORIAL CITY REDEVELOPMENT AUTHORITY
 2925 BRIAR PARK DR.
 HOUSTON, TEXAS 7704
 HARRIS COUNTY

ESTIMATE February 2018

CONTRACTOR:
 SER CONSTRUCTION PARTNERS LLC
 3636 PASADENA BLVD
 PASADENA, TEXAS 77503

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
112	7 INCH HIGH EARLY STRENGTH CONCRETE DRIVEWAY, INCLUDING EXCAVATION AND BASE	5,500	SF	\$ 8.30	\$ 45,650.00	0	0	0	\$ 0.00	\$ 0.00
113	ADA ACCESSIBLE WHEELCHAIR RAMPS	50	SF	\$ 10.30	\$ 515.00	0	0	0	\$ 0.00	\$ 0.00
114	4 1/2" THICK CONCRETE SIDEWALK	380	SF	\$ 6.50	\$ 2,470.00	0	0	0	\$ 0.00	\$ 0.00
115	TRENCH DRAIN COMPLETE WITH GRATE	145	LF	\$ 60.00	\$ 8,700.00	0	0	0	\$ 0.00	\$ 0.00
116	AREA DRAINS IN HARDSCAPE	1	EA	\$ 1,000.00	\$ 1,000.00	0	0	0	\$ 0.00	\$ 0.00
117	TRIUM DRAINS IN PLANTING	5	EA	\$ 600.00	\$ 3,000.00	0	0	0	\$ 0.00	\$ 0.00
118	ADS N12 PIPE	450	LF	\$ 44.30	\$ 19,935.00	0	0	0	\$ 0.00	\$ 0.00
119	FRENCH DRAIN	175	LF	\$ 31.80	\$ 5,565.00	0	0	0	\$ 0.00	\$ 0.00
120	TREE ROOTBALL DRAINAGE PIPE	19	EA	\$ 45.00	\$ 855.00	0	0	0	\$ 0.00	\$ 0.00
121	CURB RAMPS COMPLETE AS DETAILED	44	EA	\$ 1,500.00	\$ 66,000.00	0	0	0	\$ 0.00	\$ 0.00
122	12" CONCRETE ACCENT BANDS	177	LF	\$ 20.00	\$ 3,540.00	0	0	0	\$ 0.00	\$ 0.00
123	18" CONCRETE ACCENT BANDS	42	LF	\$ 30.00	\$ 1,260.00	0	0	0	\$ 0.00	\$ 0.00
124	PAVERS IN WALKWAYS	1,800	SF	\$ 16.70	\$ 30,060.00	0	0	0	\$ 0.00	\$ 0.00
125	PAVERS IN CROSSWALKS	3,300	SF	\$ 14.30	\$ 47,190.00	0	0	0	\$ 0.00	\$ 0.00
126	CROSSWALK PAVERS EDGE	350	SF	\$ 15.60	\$ 5,460.00	0	0	0	\$ 0.00	\$ 0.00
127	PLAZA PAVERS TYPES 1	1,900	SF	\$ 16.90	\$ 32,110.00	0	0	0	\$ 0.00	\$ 0.00
128	PLAZA PAVERS TYPES 2	1,600	SF	\$ 17.80	\$ 28,480.00	0	0	0	\$ 0.00	\$ 0.00
129	DETECTABLE PAVERS	500	SF	\$ 13.80	\$ 6,900.00	0	0	0	\$ 0.00	\$ 0.00
130	TREE PAVES GRATES	8	EA	\$ 4,000.00	\$ 32,000.00	0	0	0	\$ 0.00	\$ 0.00
131	IRRIGATION SERVICE TAP AND METER	3	EA	\$ 7,000.00	\$ 21,000.00	0	0	0	\$ 0.00	\$ 0.00
132	BACKFLOW DEVICE WITH ENCLOSURE	3	EA	\$ 2,312.00	\$ 6,936.00	0	0	0	\$ 0.00	\$ 0.00
133	CONTROLLER WITH SENSORS, INSTALLED	3	EA	\$ 3,464.00	\$ 10,392.00	0	0	0	\$ 0.00	\$ 0.00
134	CONTROL VALVES WITH BOX, INSTALLED	41	EA	\$ 345.00	\$ 14,145.00	0	0	0	\$ 0.00	\$ 0.00
135	POP-UP SPRAY ZONE, COMPLETE	5,000	SF	\$ 8.10	\$ 40,500.00	0	0	0	\$ 0.00	\$ 0.00
136	DRIP TUBING ZONE, COMPLETE	16,000	SF	\$ 1.40	\$ 22,400.00	0	0	0	\$ 0.00	\$ 0.00
137	IRRIGATION MAINLINE COMPLETE WITH CONTROL WIRE	2,500	LF	\$ 3.10	\$ 7,750.00	0	0	0	\$ 0.00	\$ 0.00
138	SLEEVES	2,500	LF	\$ 13.90	\$ 34,750.00	0	322	322	\$ 4,475.80	\$ 4,475.80
139	TABLE ENSEMBLE 4 BENCH	2	EA	\$ 1,850.00	\$ 3,700.00	0	0	0	\$ 0.00	\$ 0.00
140	TABLE ENSEMBLE 3 BENCH	2	EA	\$ 1,600.00	\$ 3,200.00	0	0	0	\$ 0.00	\$ 0.00
141	TRASH RECEPTACLES	2	EA	\$ 1,100.00	\$ 2,200.00	0	0	0	\$ 0.00	\$ 0.00
142	BERMUDA SOD	2,800	SF	\$ 0.50	\$ 1,400.00	0	0	0	\$ 0.00	\$ 0.00
143	SYNTHETIC TURF	420	SF	\$ 10.40	\$ 4,368.00	0	0	0	\$ 0.00	\$ 0.00
144	30" BOX MEXICAN SYCAMORE	35	EA	\$ 1,600.00	\$ 56,000.00	0	0	0	\$ 0.00	\$ 0.00
145	100 GALLON BALD CYPRESS	76	EA	\$ 1,156.00	\$ 87,856.00	0	0	0	\$ 0.00	\$ 0.00
146	3 GALLONS INDIAN HAWTHORNE	150	EA	\$ 17.60	\$ 2,640.00	0	0	0	\$ 0.00	\$ 0.00
147	1 GALLONS NEARLY WILD ROSE	290	EA	\$ 18.70	\$ 5,423.00	0	0	0	\$ 0.00	\$ 0.00
148	4" POT SEASONAL COLOR	4,350	EA	\$ 2.30	\$ 10,005.00	0	0	0	\$ 0.00	\$ 0.00
149	4" POT ASIAN JASMINE	11,450	EA	\$ 2.30	\$ 26,335.00	0	0	0	\$ 0.00	\$ 0.00
150	1 GALLON TANGERINE BULBINE	1,010	EA	\$ 7.80	\$ 7,878.00	0	0	0	\$ 0.00	\$ 0.00
151	STEEL EDGING	300	LF	\$ 6.40	\$ 1,920.00	0	0	0	\$ 0.00	\$ 0.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTION
 WBS NO. N-T17000-0017-4

OWNER:
 MEMORIAL CITY REDEVELOPMENT AUTHORITY
 2925 BRIAR PARK DR.
 HOUSTON, TEXAS 7704
 HARRIS COUNTY

CONTRACTOR:
 SER CONSTRUCTION PARTNERS LLC
 3636 PASADENA BLVD
 PASADENA, TEXAS 77503

ESTIMATE February 2018

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
152	CONCRETE SEATWALLS COMPLETE WITH FOUNDATION	53	LF	\$ 70.20	\$ 3,580.20	0	0	0	\$ 0.00	\$ 0.00
153	CONCRETE PLANTER WALLS COMPLETE WITH FOUNDATION	363	LF	\$ 41.60	\$ 15,100.80	0	0	0	\$ 0.00	\$ 0.00
154	TYPE "A" PEDESTRAIN LIGHT FIXTURE W/POLE	50	EA	\$ 5,317.60	\$ 265,880.00	0	0	0	\$ 0.00	\$ 0.00
155	TYPE "B" COVE ACCENT LIGHT FIXTURE W/ACCESSORIES	250	LF	\$ 693.60	\$ 173,400.00	0	0	0	\$ 0.00	\$ 0.00
156	2" PVC, SCH. 80 CONDUIT W/PULL BOXES	5,000	LF	\$ 9.80	\$ 49,000.00	0	865	865	\$ 8,477.00	\$ 8,477.00
157	3" PVC, SCH. 80 CONDUIT W/ PULL BOXES	800	LF	\$ 15.00	\$ 12,000.00	0	0	0	\$ 0.00	\$ 0.00
158	NO. 12 AWG CONDUCTOR	100	LF	\$ 1.70	\$ 170.00	0	0	0	\$ 0.00	\$ 0.00
159	NO. 8 AWG CONDUCTOR	22,000	LF	\$ 1.20	\$ 26,400.00	0	0	0	\$ 0.00	\$ 0.00
160	NO. 4 AWG CONDUCTOR	1,500	LF	\$ 1.70	\$ 2,550.00	0	0	0	\$ 0.00	\$ 0.00
161	NO. 2 AWG CONDUCTOR	200	LF	\$ 2.80	\$ 560.00	0	0	0	\$ 0.00	\$ 0.00
162	DMX CABLE (BELDEN 3105A)	1,500	LF	\$ 1.80	\$ 2,700.00	0	0	0	\$ 0.00	\$ 0.00
163	SMALL PULL BOX	5	EA	\$ 635.80	\$ 3,179.00	0	0	0	\$ 0.00	\$ 0.00
164	LARGE PULL BOX	2	EA	\$ 809.20	\$ 1,618.40	0	0	0	\$ 0.00	\$ 0.00
165	ELECTRICAL SERVICE DROP W/RISER, WHEATHERHEAD, CONDUIT, WIRING AND METER	1	EA	\$ 1,734.00	\$ 1,734.00	0	0	0	\$ 0.00	\$ 0.00
	ELECTRICAL SERVICE ENCLOSURE W/FOUNDATION, GROUNDING, 120/240V PANEL W/BREAKERS, LIGHTING CONTACTORS AND DMX CONRTOLS	1	EA	\$ 23,470.00	\$ 23,470.00	0	0	0	\$ 0.00	\$ 0.00
166	PLACEMENT OF PERMANENT SIGNS	86	EA	\$ 498.00	\$ 42,828.00	0	0	0	\$ 0.00	\$ 0.00
167	RAISED REFLECTIVE PAVEMENT MARKERS, TYPE II-A-A	75	EA	\$ 4.60	\$ 345.00	0	0	0	\$ 0.00	\$ 0.00
168	THERMOPLASTIC PAVEMENT MARKINGS (Y) 4" (SLD)	3,619	LF	\$ 0.90	\$ 3,257.10	0	0	0	\$ 0.00	\$ 0.00
169	THERMOPLASTIC PAVEMENT MARKINGS (Y) 4" (BRK)	2,074	LF	\$ 0.90	\$ 1,866.60	0	0	0	\$ 0.00	\$ 0.00
170	THERMOPLASTIC PAVEMENT MARKINGS (Y) 24" (SLD)	196	LF	\$ 7.50	\$ 1,470.00	0	0	0	\$ 0.00	\$ 0.00
171	THERMOPLASTIC PAVEMENT MARKINGS (Y) 24" (SLD)	196	LF	\$ 7.50	\$ 1,470.00	0	0	0	\$ 0.00	\$ 0.00
172	THERMOPLASTIC PAVEMENT MARKINGS (W) 12" (SLD)	236	LF	\$ 4.00	\$ 944.00	0	0	0	\$ 0.00	\$ 0.00
173	THERMOPLASTIC PAVEMENT MARKINGS (W) 24" (SLD)	58	LF	\$ 7.50	\$ 435.00	0	0	0	\$ 0.00	\$ 0.00
174	THERMOPLASTIC PAVEMENT MARKINGS (SOLID YELLOW MEDIUM NOSE)	5	EA	\$ 138.70	\$ 693.50	0	0	0	\$ 0.00	\$ 0.00
175	THERMOPLASTIC PAVEMENT MARKINGS (WORD)	4	EA	\$ 173.40	\$ 693.60	0	0	0	\$ 0.00	\$ 0.00
176	THERMOPLASTIC PAVEMENT MARKINGS (ARROW)	10	EA	\$ 144.50	\$ 1,445.00	0	0	0	\$ 0.00	\$ 0.00
177	REMOVE EXIST. POLE & LIGHT	10	EA	\$ 347.00	\$ 3,470.00	0	0	0	\$ 0.00	\$ 0.00
178	PROPOSED POLE FOUNDATIONS	20	EA	\$ 2,200.00	\$ 44,000.00	0	0	0	\$ 0.00	\$ 0.00
179	PROPOSED LIGHTING CONDUIT (2-INCH PVC)	2,685	LF	\$ 12.10	\$ 32,488.50	0	740	740	\$ 8,954.00	\$ 8,954.00
180	PROPOSED PULL BOXES	5	EA	\$ 400.00	\$ 2,000.00	0	0	0	\$ 0.00	\$ 0.00
181	8-INCH LINE STOP	3	EA	\$ 5,500.00	\$ 16,500.00	0	0	0	\$ 0.00	\$ 0.00
182	RE-MOBILIZATION/ DE-MOBILIZATION	1	LS	\$ 28,900.00	\$ 28,900.00	0	0	0	\$ 0.00	\$ 0.00
183	GROUND WATER TRENCH DEWATERING	1,450	LF	\$ 28.90	\$ 41,905.00	0	0	0	\$ 0.00	\$ 0.00
184	EXCAVATION AROUND OBSTRUCTIONS	200	CY	\$ 17.00	\$ 3,400.00	0	0	0	\$ 0.00	\$ 0.00
185	EXTRA HAND EXCAVATION	200	CY	\$ 23.10	\$ 4,620.00	0	0	0	\$ 0.00	\$ 0.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTION
 WBS NO. N-T17000-0017-4

OWNER:
 MEMORIAL CITY REDEVELOPMENT AUTHORITY
 2925 BRIAR PARK DR.
 HOUSTON, TEXAS 77041
 HARRIS COUNTY

ESTIMATE February 2018

CONTRACTOR:
 SER CONSTRUCTION PARTNERS LLC
 3636 PASADENA BLVD
 PASADENA, TEXAS 77503

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
187	EXTRA MACHINE EXCAVATION	200	CY	\$ 11.60	\$ 2,320.00	0	0	0	\$0.00	\$0.00
	EXTRA PLACEMENT OF BACKFILL (CEMENT STABILIZED SAND OR GRANULAR FILL)	200	CY	\$ 23.00	\$ 4,600.00	0	0	0	\$0.00	\$0.00
189	6-INCH OVER EXCAVATION OF TRENCH BOTTOM	2,500	CY	\$ 11.60	\$ 29,000.00	0	0	0	\$0.00	\$0.00
190	EXTRA DUCTILE IRON COMPACT FITTINGS IN PLACE	4	EA	\$ 474.00	\$ 1,896.00	0	0	0	\$0.00	\$0.00
191	EXTRA FITTINGS IN PLACE	8	EA	\$ 2,312.00	\$ 18,496.00	0	0	0	\$0.00	\$0.00
192	WATER METER VAULT COVER	1	EA	\$ 2,890.00	\$ 2,890.00	0	0	0	\$0.00	\$0.00
193	8-INCH SANITARY SEWER PLUG & CLAMP	3	EA	\$ 147.00	\$ 441.00	0	0	0	\$0.00	\$0.00
194	CUT & PLUG PROPOSED 4-INCH DIAMETER WATER LINE	2	EA	\$ 120.50	\$ 241.00	0	0	0	\$0.00	\$0.00
195	CUT & PLUG PROPOSED 6-INCH DIAMETER WATER LINE	1	EA	\$ 132.00	\$ 132.00	0	0	0	\$0.00	\$0.00
196	EXTRA CEMENT STABILIZED SAND BACKFILL	300	CY	\$ 46.20	\$ 13,860.00	0	0	0	\$0.00	\$0.00
197	EXTRA MACHINE EXCAVATION	150	CY	\$ 11.60	\$ 1,740.00	0	0	0	\$0.00	\$0.00
198	EXTRA PLACEMENT OF SELECT BACKFILL MATERIAL	150	CY	\$ 20.80	\$ 3,120.00	0	0	0	\$0.00	\$0.00
199	STREET CUT PERMITS	1	ls	\$ 5,000.00	\$ 5,000.00	0	0	0	\$0.00	\$0.00
200	TxDOT PERMIT	1	ls	\$ 5,000.00	\$ 5,000.00	0	0	0	\$0.00	\$0.00
201	WORK CHANGE DIRECTIVES	1	ls	\$ 250,000.00	\$ 250,000.00	0	0	0	\$0.00	\$0.00
202	CENTERPOINT STREET LIGHTING	1	ls	\$ 10,000.00	\$ 10,000.00	0	2,942	2,942	\$29,420.00	\$29,420.00

CONTRACT AMOUNT
 WORK COMPLETED TO DATE
 LESS RETAINAGE
 TOTAL LESS RETAINAGE
 ADJUSTMENTS
 LESS PREVIOUS REQUESTED
 AMOUNT DUE THIS MONTH

\$ 8,478,677.80
 \$ 3,658,296.16
 \$ 182,914.81
 \$ 3,475,381.35

\$2,439,646.27
 \$1,085,735.08

\$1,083,647.45 \$3,658,296.16

**PARTIAL WAIVER AND RELEASE
ON PROGRESS PAYMENT**

Contractor: SER Construction Partners, LLC
Owner: Memorial City Redevelopment Authority
Project: TOWN & COUNTRY BOULEVARD AND TOWN & COUNTRY WAY RECONSTRUCTION AND DRAINAGE IMPROVEMENTS FROM BELTWAY 8 FRONTAGE ROAD TO TOWN & COUNTRY LN. FROM TOWN & COUNTRY WAY TO IH-10 FRONTAGE ROAD (WBS No. N-T17000-0017-4)

On receipt by SER CONSTRUCTION PARTNERS, LLC, a Texas limited liability company (the "**Contractor**") of a check from MEMORIAL CITY REDEVELOPMENT AUTHORITY (the "**Owner**") in the sum of \$ 1,033,007.05 payable to the Contractor, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this documents becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the Contractor's position that the Contractor has on the property of the Owner with respect to Contractor's work on the Project.

This release covers a progress payment for all labor, services, equipment, or other materials furnished to the property or to the Owner for the Project as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished and not covered by the payment referenced herein.

Before any recipient of this document relies upon this document, the recipient should verify evidence of payment to the Contractor.

The Contractor warrants that it has already paid or will use the funds received from this progress payment to promptly pay in full, all the Contractor's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced Project regarding the attached statement(s) or progress payment request(s).

Date: 03/01/2018

SER CONSTRUCTION PARTNERS, LLC,
a Texas limited liability company

By: 

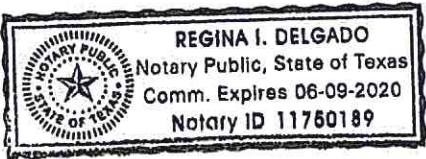
Name: ROSBEL E. RAMOS

Title: President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

SUBSCRIBED, SWORN TO, AND ACKNOWLEDGED BEFORE ME, BY THE SAID _____ ON THIS 01 DAY OF March, 2018, TO CERTIFY WHICH WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE.



Regina I. Delgado
Notary Public, State of Texas

My Commission Expires:
06-09-2020

MONTHLY SUBCONTRACTOR PAYMENT REPORTING FORM

Legal Project Name: Town and Country Reconstruction

WBS No.:N-T17000-0017-4

Contractor's Company Name: SER Construction Partners, LLC. _____

Address: 3636 Pasadena Blvd., Pasadena Tx 77503

CERTIFICATION

Rosbel E Ramos - President, Contractor's Representative for the above referenced Contract, hereby certifies that (1) Contractor has paid all subcontractors, except those noted below, (2) Contractor made such payments (a) in proportion to the amount City paid Contractor and (b) in accordance and compliance with all applicable Contract Documents and laws; and (3) Contractor withheld no sums from any subcontractor for allegations of deficiency in Work. The term "subcontractor", as used herein, includes all persons or firms furnishing work, materials, services or equipment Contractor ordered incorporated into Work or placed near the Project for which the City made partial payment.

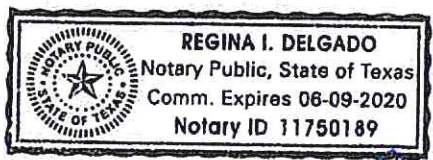
EXCEPTION: Contractor sent Payment Notifications to the following subcontractors explaining why Contractor withheld payment. Copies are attached.

Subcontractor Name: _____	Subcontractor Name: _____
Street Address: _____	Street Address: _____
City, State, and Zip Code: _____	City, State, and Zip Code: _____
Amount of Payment Withheld: _____	Amount of Payment Withheld: _____
Date Payment First Withheld: _____	Date Payment First Withheld: _____
Description of Good Faith Reason: _____	Description of Good Faith Reason: _____

Rosbel E Ramos
(Signature of Contractor's Representative)

Rosbel E Ramos - President
(Print or Type Name of Contractor's Representative)
03/01/2018

SWORN TO AND SUBSCRIBED before me on:



My Commission Expires: 06-09-2020
Expiration Date

Date
Regina I. Delgado
Notary Public in and for the State of Texas

REGINA I. DELGADO
Print or Type Name of Notary Public

**LICENSE AGREEMENT
FOR
TEMPORARY CONSTRUCTION AREA**

This License Agreement for Temporary Construction Area (this "Agreement"), dated as of _____, 2018 ("Effective Date"), is by and among MIDWAY T&C PARTNERS, L.P., a Texas limited partnership, SFP HOTEL INVESTORS, L.P., a Texas limited partnership, MIDWAY CC VENTURE I, L.P., a Texas limited partnership, and CITYCENTRE TWO PARTNERS, L.P., a Texas limited partnership (each an "Owner" and collectively, the "Owners") and MEMORIAL CITY REDEVELOPMENT AUTHORITY, a Local Government Corporation created by the City of Houston ("Authority" or "Licensee").

RECITALS

A. Midway T&C Partners, L.P. owns the property set forth on **Exhibit A-1** attached hereto, SFP Hotel Investors, L.P. owns the property set forth on **Exhibit A-2** attached hereto, Midway CC Venture I, L.P. owns the property set forth on **Exhibit A-3** attached hereto, and CityCentre Two Partners, L.P. owns the property set forth on **Exhibit A-4** attached hereto.

B. Licensee has requested permission to access and use the portion of each Owner's property shown in **Exhibit A-1, Exhibit A-2, Exhibit A-3 and Exhibit A-4** (the "Temporary Construction Area") for the purposes of construction of certain roadway and paving improvements and all related facilities and appurtenances on a tract adjacent to the Temporary Construction Area (the "Project").

B. Each Owner has agreed to allow Licensee to make such use of the Temporary Construction Area on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Owner and Licensee agree as follows:

1. Grant of License. Subject to the terms and conditions set forth in this Agreement, each Owner hereby grants a temporary, non-exclusive license ("License") to Licensee to access and use such Owner's portion of the Temporary Construction Area

during the Term (as defined in Section 2 below) for the purposes specified in Recital A above. The License may be used by Licensee and Licensee's employees, contractors, subcontractors, agents or others within the control of, or performing work on behalf of, Licensee (collectively "Licensee's Agents"). Licensee may operate equipment and install, maintain, and store materials and equipment across, along, under, over, upon, and through the Temporary Construction Area and may enter onto the Temporary Construction Area to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection with the completion of the Project. Licensee's rights shall include, without limitation, the right to clear or remove existing improvements on, over, across and through the Temporary Construction Area; the right to re-grade the surface of the Temporary Construction Area; the right to install paving on the Temporary Construction Area; and the right to bring and operate such equipment on the Temporary Construction Area as may be necessary, requisite, convenient, or appropriate to effectuate the purposes for which the License is granted.

2. Term. The term of the License (the "Term") shall commence on the date hereof and shall expire on the Date of Completion (as defined herein) of the Town & Country Boulevard and Town & Country Way; provided, however, that if Licensee is in default of any of Licensee's obligations under this Agreement and such default continues for thirty (30) days after Licensee receives written notice thereof from any Owner, then any such Owner shall have the right to terminate the License with respect to such Owner's property effective immediately upon notice to Licensee. "Date of Completion" shall mean the date that Town & Country Boulevard and Town & Country Way are paved and open to the public for vehicular access.

3. Licensee's Obligations. Licensee (a) shall control, administer, operate, manage and maintain the Temporary Construction Area and the conduct of all activities thereon pursuant to the License hereby granted in a professional, businesslike manner, in good condition and in accordance with all applicable legal requirements and any rules imposed by any Owner with respect to such Owner's property, (b) shall be responsible for obtaining, at Licensee's expense, any and all permits and approvals required in connection with the use of the Temporary Construction Area by Licensee and Licensee's Agents, (c) shall promptly pay all costs relating to the use of the Temporary Construction Area by Licensee and Licensee's Agents, (d) shall, at Licensee's expense, promptly repair any damage to the Temporary Construction Area that is caused by Licensee or Licensee's Agents, and clean up any spills or contamination of the Temporary Construction Area resulting from the activities of Licensee or any of Licensee's Agents, (e) shall keep the Temporary Construction Area free from all debris and in a clean and orderly condition, and (f) shall not allow any servicing of any vehicles or equipment, or storage of any fuel, oil, lubricant, equipment or other items to occur on the Temporary Construction Area.

4. No Liens. Licensee shall keep the Temporary Construction Area free from all liens of mechanics or materialmen or others arising out of or relating to any activities of Licensee or Licensee's Agents.

5. Condition of Temporary Construction Area. Licensee accepts the Temporary Construction Area in its current condition, AS IS, with all faults, latent or patent. Licensee acknowledges and agrees that Licensee has examined or has been afforded a reasonable opportunity to examine all matters concerning the Temporary Construction Area that Licensee deems material to this License and Licensee's use of the Temporary Construction Area, and that Licensee is relying solely upon its own judgment and expertise as to such matters, the condition of the Temporary Construction Area and its suitability for use. No Owner has made and does not hereby make any representations or warranties to Licensee that the Temporary Construction Area is suitable or adequate in any respect for the activities or uses that Licensee intends to conduct or may conduct thereon. All express and implied warranties are hereby disclaimed. Licensee acknowledges that there are no promises, representations, agreements, warranties (whether express or implied), conditions or understandings, whether oral or written, between the parties other than those expressly stated in this Agreement.

6. Notices. Any notice, request, demand, consent, approval or other communication required or permitted under this Agreement (collectively, "Notices") shall be in writing and shall be addressed to the parties as set forth below. Notices shall be (a) delivered by courier service, in which case they shall be deemed delivered on the first business day after deposit thereof with the courier service, (b) sent by certified mail, return receipt requested, in which case they shall be deemed delivered three (3) days after deposit in the United States mail, (c) transmitted by facsimile transmission, in which case they shall be deemed delivered when delivery has been electronically confirmed by the recipient's facsimile machine, as evidenced by the written confirmation produced by the sender's facsimile machine, (d) transmitted by electronic mail, in which case they shall be deemed delivered when delivery has been electronically confirmed with return receipt requested, or (e) by personal delivery, in which case they shall be deemed delivered when so delivered. Notice given on behalf of a party by any attorney purporting to represent a party shall constitute Notice by such party if the attorney is, in fact, authorized to represent such party. The addresses and facsimile machine numbers of the parties are:

If to the Owners: 800 Town & Country Blvd., Suite 200
Houston, Texas 77024
Telephone: (713) 629-5200
Facsimile: (713) 722-5425

Email: _____
Attention: _____

If to Licensee: _____

Telephone: _____
Facsimile: _____
Email: _____
Attention: _____

7. Indemnity. To the extent permitted by law, Licensee hereby agrees to indemnify, defend and hold harmless each Owner, its successors and assigns (the "Indemnified Parties") from and against any and all claims, liabilities, losses, damages, suits, judgments, fines, costs, fees, and expenses (collectively, "Claims"), arising out of or resulting from any death of or bodily injury to persons and any loss or damage to property, including, but not limited to, environmental damage or contamination or violation of environmental laws, occurring on the Temporary Construction Area in connection with any use of the Temporary Construction Area by or on behalf of the Licensee or its respective officers, employees, agents, invitees or licensees pursuant to this Agreement. Such Claims specifically include, without limitation, reasonable attorneys' fees, costs of court and other defense costs incurred by the Indemnified Parties in defending any such Claims as well as those that may be incurred by the claimant if sought to be recovered by the claimant from the Indemnified Parties.

8. Enforcement. Each Owner shall be entitled to all remedies at law or in equity for the enforcement of this Agreement. In any action brought to enforce or contest any provision of this Agreement, or to obtain a declaration of the rights or obligations of Licensee hereunder, each Owner shall be awarded all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by Owner in connection with such action.

9. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas.

10. Survival. All obligations of Licensee under this Agreement shall survive the expiration or termination of the License.

11. Headings. The section headings used in this Agreement are for convenience only and shall not be considered in construing the meaning of any provision of this Agreement.

12. No Implied Waivers. The failure or delay of any Owner to exercise any of its rights under this Agreement shall not constitute a waiver of any such rights. No Owner shall be deemed to have waived any right under this Agreement unless such waiver is made expressly and in writing, and no waiver made as to any instance or any particular right shall be deemed a waiver as to any other instance or any other right.

13. No Assignment. This Agreement and the License may not be assigned by Licensee, without the prior written consent of all Owners, which any such Owner may withhold or make conditional in its sole and absolute discretion.

14. Counterparts; Facsimile Signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile transmission or email shall be effective for all purposes.

[Signature pages follow this page.]

IN WITNESS WHEREOF, each Owner executes this Agreement only as to the property shown in Exhibit A-1, Exhibit A-2, Exhibit A-3 and Exhibit A-4 which it owns. The Owners and Licensee have executed this Agreement to be effective as of the Effective Date.

OWNER OF PARCEL AY15-199:

MIDWAY T&C PARTNERS, L.P.,
a Texas limited partnership

By: Midway T&C, Inc.
its general partner

By: _____
Pam Jesse, Vice President

OWNER OF PARCEL AY15-198:

SFP HOTEL INVESTOS, L.P.,
a Texas limited partnership

By: SFP Hotel, Inc.,
its general partner

By: _____
Pam Jesse, Vice President

OWNER OF PARCEL AY15-194:

MIDWAY CC VENTURE I. L.P.,
a Texas limited partnership

By: Midway CCGP, Inc.,
its general partner

By: _____
Pam Jesse, Vice President

OWNER OF PARCEL AY15-193:

CITYCENTRE TWO PARTNERS, L.P.,
a Texas limited partnership

By: CityCentre 2 GP, Inc.,
its general partner

By: _____
Pam Jesse, Vice President

LICENSEE:

**MEMORIAL CITY REDEVELOPMENT
AUTHORITY**

By: _____
Name: Ann Givens
Title: President, Board of Directors

EXHIBIT A-1

Metes and Bounds Description

Being a 0.0072 acre (312 square feet) tract of land situated in the George Bellows Survey, Abstract No. 3, Harris County, Texas, being out of and a part of Unrestricted Reserve "A" in Block 1 of Citycentre Section 1, a subdivision recorded in Film Code No. 600184 in the Harris County Map Records, same being out of and a part of a residue of a called 34.67 acre tract described in Special Warranty Deed from Yazdcorp Funds V, L.L.C. to Midway T & C Partners, L.P. dated May 28, 2014 and recorded under H.C.C.F. No. X652741, Film Code No. 586-82-1717 of the Official Public Records of Real Property of Harris County, (O.P.R.O.R.P.H.C.), Texas. Said 0.0072 acre of land being more particularly described by metes and bounds as follows:

BEGINNING at a found "X" cut on concrete having a State Plane Coordinates of N=13,847,930.22 and E=3,058,755.98 found in the east Right-of-Way (R.O.W.) line of Sam Houston Parkway (R.O.W. Varies) recorded under H.C.C.F. No. K887347 and the common southwest corner of a called 0.2790 acre tract conveyed to SFP Hotel Investors, L.P. as recorded under H.C.C.F. No. 20130225853 of the O.P.R.O.R.P.H.C., and the northwest corner of said Unrestricted Reserve "A" in Block 1 and the northwest corner of the herein described parcel;

THENCE, North 87° 20' 57" East, departing the east R.O.W. line of said Sam Houston Parkway and along the common line of said Unrestricted Reserve "A" in Block 1 and said 0.2790 acre tract, a distance of 25.00 feet to a set 5/8 inch iron rod with cap stamped "KUO" for the east corner of the herein described parcel;

THENCE, South 42° 22' 19" West, departing said common line, a distance of 35.37 feet to a set 5/8 inch iron rod with cap stamped "KUO" in the east R.O.W. line of aforesaid Sam Houston Parkway and the south corner of the herein described parcel;

THENCE, North 02° 36' 19" West, along the east R.O.W. line of said Sam Houston Parkway, a distance of 25.00 feet to the POINT OF BEGINNING and containing 0.0072 acre (312 square feet) of land, more or less.

George Bellows Survey
Abstract No. 3
Harris County, Texas

PARCEL AY15-199
0.0072 Acre (312 Sq. Ft.)
Page No. 2 of 2

All bearings and distances are based on Texas State Plane Coordinate System, South Central Zone, NAD 83 (CORS96). All distances are in surface.

The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by dividing by the combined scale factor 0.999893.

A survey plat has been prepared in association with this field note description.

Compiled By:

Shaheen Chowdhury, 02/18/15
Shaheen Chowdhury
Registered Professional Land Surveyor
Texas Reg. No. 5858

Kuo & Associates, Inc.
10700 Richmond Ave., Suite 113
Houston, Texas 77042
Ph.: (713) 975-8769

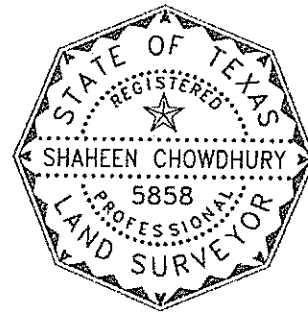


EXHIBIT A-2

Metes and Bounds Description

Being a 0.0072 acre (312 square feet) tract of land situated in the George Bellows Survey, Abstract No. 3, Harris County, Texas, being out of and a part of a called 3.1080 acre tract described in Special Warranty Deed with Vendor's Lien from EMC Hotel, LTD. to SFP Hotel Partners, L.P., dated May 10, 2013 and recorded under H.C.C.F. No. 20130225814, Film Code No. 087-01-0547 of the Official Public Records of Real Property of Harris County, (O.P.R.O.R.P.H.C.), Texas. Said 0.0072 acre of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod having a State Plane Coordinates of N=13,847,989.84 and E=3,058,753.07 found in the east Right-of-Way (R.O.W.) line of Sam Houston Parkway (R.O.W. Varies) recorded under H.C.C.F. No. K887347 and the common northwest corner of a called 0.2790 acre tract conveyed to SFP Hotel Investors, L.P. as recorded under H.C.C.F. No. 20130225853 of the O.P.R.O.R.P.H.C., and the southwest corner of said 3.1080 acre tract;

THENCE, North 02°36'19" West, along the common east R.O.W. line of said Sam Houston Parkway and the west line of said 3.1080 acre tract, a distance of 0.33 feet to a set 5/8 inch iron rod with cap stamped "KUO" for the POINT OF BEGINNING having a State Plane Coordinates of N=13,847,990.26 and E=3,058,753.10, same being in the north Proposed R.O.W. line of Town and Country Way (60' R.O.W.) not recorded at this time and the west corner of the herein described parcel;

THENCE, North 02° 36' 19" West, continuing along said common line, a distance of 25.00 feet to a set "X" cut on concrete for the north corner of the herein described parcel;

THENCE, South 47° 37' 41" East, departing said common line, a distance of 35.34 feet to a set 5/8 inch iron rod with cap stamped "KUO" for the north R.O.W. line of aforesaid Proposed Town & Country Way and the east corner of the herein described parcel;

THENCE, South 87° 20' 57" West, along the north R.O.W. line of aforesaid Proposed Town & Country Way, a distance of 25.00 feet to the POINT OF BEGINNING and containing 0.0072 acre (312 square feet) of land, more or less.

George Bellows Survey
Abstract No. 3
Harris County, Texas

PARCEL AY15-198
0.0072 Acre (312 Sq. Ft.)
Page No. 2 of 2

All bearings and distances are based on Texas State Plane Coordinate System, South Central Zone, NAD 83 (CORS96). All distances are in surface.

The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by dividing by the combined scale factor 0.999893.

A survey plat has been prepared in association with this field note description.

Compiled By:

Shaheen Chowdhury, 02-118715
Shaheen Chowdhury
Registered Professional Land Surveyor
Texas Reg. No. 5858

Kuo & Associates, Inc.
10700 Richmond Ave., Suite 113
Houston, Texas 77042
Ph.: (713) 975-8769

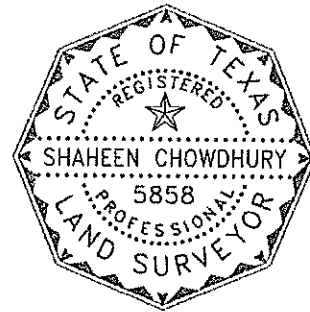


EXHIBIT A-3

Metes and Bounds Description

Being a 0.0159 acre (694 square feet) tract of land situated in the George Bellows Survey, Abstract No. 3, Harris County, Texas, and being out of and a part of Unrestricted Reserve "A" of CityCentre Section 1, a plat recorded under Film Code 600184 of the Harris County Map Records (H.C.M.R.) and further being part of the same tract called 9.5959 acre described in Special Warranty Deed conveyed from Midway T&C Partners, L.P. to Midway CC Venture I, L.P. dated January 12, 2007 and recorded under Harris County Clerk's File Number (H.C.C.F. No.) 20070029066, Film Code No. 037-84-0479 of the Official Public Records of Real Property (O.P.R.O.R.P.), Harris County, Texas. Said 0.0159 acre of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 'X' cut having the Texas State Plane Coordinates of N=13,847,919.18 & E=3,059,371.73 on the south Right-of-Way (R.O.W.) line of Town & Country Way (60' R.O.W.) recorded under volume 7182, page 70 of the Harris County Deed Records and the common northwest corner of a called 0.9891 acre tract conveyed to CityCentre Two Partners, L.P. recorded under H.C.C.F. No(s). 20110400751 and 20110362588 and northeast corner of said 9.5959 acre and the northeast corner of the herein described parcel;

THENCE, South 02° 35' 32" East, departing the south R.O.W. line of Town & Country Way and along the common line of said 0.9891 acre and 9.5959 acre tract, a distance of 5.65 feet to a 5/8 inch iron rod with cap stamped 'KUO' set for the corner of the herein described parcel;

THENCE, South 57° 08' 20" West, departing from the said common line, a distance of 12.74 feet to a 5/8 inch iron rod with cap stamped 'KUO' set for the corner of the herein described parcel;

THENCE, South 87° 12' 32" West, a distance of 38.55 feet to a 5/8 inch iron rod with cap stamped 'KUO' set for the corner of the herein described parcel;

THENCE, North 62° 47' 28" West, a distance of 24.48 feet to an 'X' cut set on concrete on the south R.O.W. line of aforesaid Town & Country Way and the west corner of the herein described parcel;

THENCE, North 87° 22' 32" East, along the south R.O.W. line of aforesaid Town & Country Way, a distance of 70.79 feet to the POINT OF BEGINNING and containing 0.0159 acre (694 square feet) of land, more or less.

George Bellows Survey
Abstract No. 3
Harris County, Texas

Parcel No. AY15-194
0.0159 Acre (694 Sq. Ft.)
Page No. 2 of 2

All bearings and distances are based on Texas State Plane Coordinate System, South Central Zone, NAD 83 (CORS96). All distances are in surface.

The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by dividing by the combined scale factor 0.999893.

A survey plat has been prepared in association with this field note description.

Compiled By:

Shaheen Chowdhury, 02/18/15
Shaheen Chowdhury
Registered Professional Land Surveyor
Texas Reg. No. 5858

Kuo & Associates, Inc.
10700 Richmond Ave., Suite 113
Houston, Texas 77042
Ph.: (713) 975-8769
TBPLS Firm Registration No. 1007560

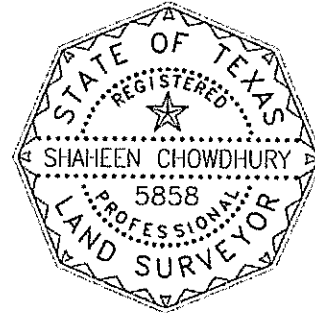


EXHIBIT A-4

Metes and Bounds Description

Being a 0.0006 acre (27 square feet) tract of land situated in the George Bellows Survey, Abstract No. 3, Harris County, Texas, and being out of and a part of Unrestricted Reserve "A" of CityCentre Section 1, a plat recorded under Film Code 600184 of the Harris County Map Records (H.C.M.R.) and further being part of the same tract called 0.9891 acre described in Correction Deed conveyed from Midway CC15 Partners, L.P. to Citycentre Two Partners, L.P., dated September 22, 2011 and recorded under Harris County Clerk's File Number (H.C.C.F. No.) 20110400751, Film Code No. 026-76-1200 and in Special Warranty Deed dated August 24, 2011 and recorded under H.C.C.F. No. 20110362588, Film Code No. 026-17-1022 of the Official Public Records of Real Property (O.P.R.O.R.P.), Harris County, Texas. Said 0.0006 acre of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 'X' cut having the Texas State Plane Coordinates of N=13,847,919.18 & E=3,059,371.73 on the south Right-of-Way (R.O.W.) line of Town & Country Way (60' R.O.W.) recorded under volume 7182, page 70 of the Harris County Deed Records (H.C.D.R.) and the common northwest corner of said 0.9891 acre tract and northeast corner of a called 9.5959 acre tract conveyed to Midway CC Venture I, L.P. recorded under H.C.C.F. No. 20070029066 and the northwest corner of the herein described parcel;

THENCE, North 87° 22' 32" East, along the common south R.O.W. line of said Town & Country Way and the north line of said 0.9891 acre tract, a distance of 9.69 feet to a 5/8 inch iron rod with cap stamped 'KUO' set for the east corner of the herein described parcel;

THENCE, South 57° 08' 20" West, departing from the south R.O.W. line of said Town & Country Way, a distance of 11.22 feet to a 5/8 inch iron rod with cap stamped 'KUO' set in the common line of said 0.9891 acre and 9.5959 acre tract and the south corner of the herein described parcel;

THENCE, North 02° 35' 32" West, along the said common line, a distance of 5.65 feet to the POINT OF BEGINNING and containing 0.0006 acre (27 square feet) of land, more or less.

George Bellows Survey
Abstract No. 3
Harris County, Texas

Parcel No. AY15-193
0.0006 Acre (27 Sq. Ft.)
Page No. 2 of 2

All bearings and distances are based on Texas State Plane Coordinate System, South Central Zone, NAD 83 (CORS96). All distances are in surface.

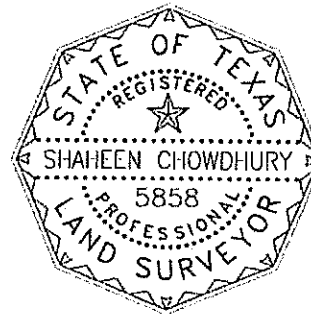
The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by dividing by the combined scale factor 0.999893.

A survey plat has been prepared in association with this field note description.

Compiled By:

Shaheen Chowdhury, 02/18/15
Shaheen Chowdhury
Registered Professional Land Surveyor
Texas Reg. No. 5858

Kuo & Associates, Inc.
10700 Richmond Ave., Suite 113
Houston, Texas 77042
Ph.: (713) 975-8769
TBPLS Firm Registration No. 1007560



Monthly Status Report

**Project: Memorial City Redevelopment Authority / TIRZ 17
Briar Branch (W140-01-00) Channel Improvements &
Briar Branch 'Straws' and Bunker Hill Bridge**

CIP No: T-1734A & T-1734B

Period: Through March 26, 2018

RPS Klotz Assoc. Project No: 1111.002.000 / 006314

Activities This Period

1. Authorizations
 - a. Ph II Final Design - Authorization received dated 03-07-14, 09-06-16
 - b. Ph II Final Design – Authorization for fund reallocation 01-18-18.
2. Basic Services
 - a. Drainage Impact Study
 - 1.) Final “no objection” letter received from HCFCD 01-03-18.
 - 2.) COH approval granted 09-22-17.
 - b. Construction Drawings
 - 1.) 95% plan comments received from COH 12-11-17. Comments addressed and 100% plans submitted to COH 03-15-18 when updated Geotech and Environmental reports obtained and incorporated.
 - 2.) 100% plans submitted to HCFCD 03-15-18 for simultaneous review.
 - 3.) Final Notice Utility Letters coordinated with City and distributed by City 02-05-18. Coordination ongoing with CenterPoint, Comcast and AT&T. Additional files provided to CenterPoint 02-14-18 as requested. Met in the field with Comcast 03-01-18 to verify non-issue of conflicts. Additional files provided to AT&T 03-21-18 as requested.
3. Additional Services
 - a. SWPPP
 - 1.) SWPPP Report submitted to COH 02-14-18. “No comments” letter received 03-12-18.
 - b. Environmental Investigation
 - 1.) Updated ESA I as 6-month expiration has passed. Resubmitted combined channel and straws report to City 03-07-18.
 - c. Survey (Kuo)
 - 1.) Final survey control sheets provided and included in 100% plan set.
 - d. Tree Protection (C.N. Koehl Urban Forestry)

- 1.) Final tree protection sheets provided and included in 100% plan set.
- e. Geotechnical Investigation (Geotech Engineering)
 - 1.) Updated & finalized channel & straw geotech reports resubmitted to COH 03-07-18.
4. Meetings
 - a. Project Team Meetings as required.
 - b. Additional meetings with TIRZ, SWA, HCFCD and COH as required.
 - c. Attended and provided project updates at TIRZ Board Meeting and TIRZ Board CIP Committee Meeting as requested.

Activities Planned for Next Period

1. Ph II Final Design.
 - a. Basic and Additional Services
 - 1.) Obtain final approvals on construction drawings, geotechnical reports and environmental report.
 - 2.) Finalize project manual and cost estimate.
 - 3.) Prepare for bidding.
 - 4.) Respond to comments and questions from HCFCD, COH and TIRZ.
 - b. Meetings
 - 1.) Project Team Meetings as required.
 - 2.) Additional meetings with TIRZ and SWA as required.
 - 3.) Coordination meetings with HCFCD and COH as required.
 - 4.) Attend and provide project update at TIRZ Board Meeting.

Issues and Information we are waiting to receive



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T 281 589 7257 [W rpsgroup.com/usa](http://www.rpsgroup.com/usa)

Monthly Progress Report

Project: Memorial City Redevelopment Authority / TIRZ 17

N. Gessner Drainage and Mobility Improvements – IH10 to Long Point

CIP No: T-1732A & T-1732B

CoHWBS/CSJ No. N-T17000-0010-3

TxDOT CSJ: 0912-72-373

Period: Through March 30, 2018

Job No: 1111.004.000/ Vision 006602

Prepared By: Morena Arredondo, P.E.

Activities Completed this Period

1. Authorizations
 - a. 10-30-17 Submitted Additional Services Authorization for Fault Study
 - b. 12-08-17 Received authorization via Email by the Executive Director
 - c. 12-12-17 Authorized subconsultant to perform Fault Study
2. Basic Services
 - a. Submitted Updated PER to COH Interagency for Review
 - 1.) Received PER Comments
 - 2.) 12-01-17 Submitted PER Comment Responses
 - b. 12-01-17 Submitted Updated Drainage Impact Analysis Report & XPSWMM Model to CoH & TxDOT
 - 1.) 01-08-18 rcvd. COH Comments/ 02-13-18 rcvd. TxDOT Comments
 - c. 12-21-17 Submitted Draft DSR To TxDOT
 - d. 01-02-18 Submitted Request to TxDOT to change project letting date
 - e. 03-04-18 Submitted Updated Design Schedule to TxDOT
3. Additional Services
 - a. Survey (KUO) – updates to conform to TxDOT requirements
 - b. Geotechnical Investigation (Aviles) – Final Geotech Report complete
 - c. ESA – ESA I complete. Draft ESA II submitted to COH and TxDOT
 - d. Categorical Exclusion (RPS) – Submitted to TxDOT 11-30-17
 - e. Fault Study (Aviles/Fugro) – Complete
 - f. SW3P (RPS) – work in progress for 30% TxDOT Submittal
 - g. Traffic Control Plan (RPS) – work in progress for 30% TxDOT Submittal
 - h. Temporary Traffic Signal Design (RPS) – to be completed for 60% Submittal
 - i. Permanent Traffic Signal Design (RPS) – to be completed for 60% Submittal
 - j. Street Lighting (Isani) – to be completed for 60% Submittal
 - k. Tree Protection Plan (Koehl) – to be completed for 60% Submittal
 - l. Landscape Plans (TIRZ Subconsultant) – coordinating with SWA for 30%



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4. Meetings
 - a. Meetings with TxDOT
 - 1.) 10-09-17 Kickoff Meeting
 - 2.) 10-27-17 Environmental Scope Meeting
 - 3.) 10-31-17 Drainage Scoping Meeting
 - 4.) 12-05-17 Progress Meeting No. 1
 - 5.) 02-14-18 DSR Meeting & Progress Meeting No. 2
 - 6.) 03-05-18 Progress Meeting No. 3
 - 7.) 03-05-18 Drainage Meeting to review TxDOT Comments
 - 8.) 03-19-18 Landscaping Review Meeting with SWA
 - b. Meetings with Council Member Brenda Stardig– City Hall
 - 1.) 07-05-17 Project Coordination Meeting
 - 2.) 12-12-17 Project Coordination Meeting
 - 3.) 01-10-17 Project Coordination Meeting
 - 4.) 02-08-18 Project Coordination Meeting
 - i. CM Requested Traffic Data for CVS at Gessner/IH-10
 - ii. TIRZ requested CM to provide Traffic Data.

Activities Planned for Next Period

1. Basic Services
 - a. 01-08-18 Received COH Drainage Impact Analysis (DIA) Comments
 - 1.) Address DIA Comments & Update XPSWMM Model
 - 2.) Upon Completion, request COH Pre-TRC Date and prepare Agenda
 - b. 02-13-18 Received TxDOT Drainage Comments
 - 1.) Address comments
2. Additional Services
 - a. Survey (KUO) – updating survey to conform to TxDOT requirements
 - b. Geotechnical Investigation (Aviles) – Final Geotech Report complete
 - c. Fault Study (Aviles/Fugro) – Complete
 - d. ESA – Submit Final ESA II to COH and TxDOT upon receipt of comments
3. Meetings
 - a. Meetings with TxDOT
 - 1.) 04-03-18 Progress Meeting No. 4
 - b. Meetings with COH
 - 1.) 04-05-18 Drainage Meeting (Tentative)
 - c. Meetings with Council Member Brenda Stardig– City Hall
 - d. Project Team Meetings and Additional meetings with TIRZ as required.
 - e. Provide project update at TIRZ CIP Committee and Board Meetings.
 - f. Project Team Meeting with SWA.

Information we are waiting to receive

1. Authorization for TDLR/RAS Project Inspection – RPS will submit authorization request to TIRZ



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

THEGOODMANCORP.COM

AUSTIN:
911 W. Anderson Lane
Suite 200
Austin, TX 78757
(512) 236-8002

PROGRESS REPORT

To: Scott Bean, Executive Director
From: Jim Webb
Date: April 1, 2018
Re: TIP Project Assistance and Oversight (MCT101) – March 2018

Task	Previous % Complete	Current % Complete
1 – Program Management, Oversight, and Intergovernmental Coordination for Memorial Drive	78%	93%

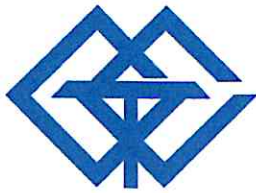
Comments:

- Coordinate with TxDOT Planning staff regarding project.
- Coordination with LAN regarding project schedule.
- Prepare agenda and coordinate with TxDOT prior to kick off meeting.
- E-mail coordination with TxDOT PM regarding kick-off information.
- Attend project kick off meeting.
- Document and transmit minutes for progress meeting; amend minutes per TxDOT.
- Coordinate with TxDOT PM regarding fire hydrant standards.
- Coordinate with LAN regarding lane width standards.
- Develop delay request letter to FY2020 (March 2020); discuss with TxDOT PM.
- Discuss project letting with TxDOT and COH PWE.
- Coordinate environmental deliverables with TxDOT PM.
- Attend CIP meeting.

2 – Program Management, Oversight, and Intergovernmental Coordination for North Gessner	88%	93%
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Comments:

- Coordination with TxDOT Planning staff regarding description of project in Transportation Improvement Program (TIP).
- Coordination with H-GAC regarding the delay in letting to FY 2019 (April 2019).
- Attend project progress meeting at TxDOT; develop and transmit minutes.
- Coordinate landscape review meeting.
- Attend landscape review meeting; develop and transmit minutes.
- Attend CIP meeting.



THE GOODMAN
CORPORATION

HOUSTON: 3200 Travis Street
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Houston, TX 77006

AUSTIN: 911 W. Anderson Lane
Suite 200
Austin, TX 78757

**PROJECT
SCOPE**

PHONE: (713) 951-7951

THEGOODMANCORP.COM

**MEMORIAL CITY REDEVELOPMENT AUTHORITY
CONTINUED PROJECT IMPLEMENTATION ASSISTANCE**

**North Gessner (I-10 to Long Point)
Memorial Drive (Beltway 8 to Tallowood)**

The Goodman Corporation (TGC) has been working to assist the Memorial City Redevelopment Authority (MCRA) in the implementation of the two federally funded projects within the MCRA Capital Improvement Program (CIP): the reconstruction of North Gessner between I-10 and Long Point and the reconstruction of Memorial Drive from Beltway 8 to Tallowood. Currently, the North Gessner project is at 30% design and the Memorial Drive project has a kick-off meeting scheduled with TxDOT. The existing contract authority and contract term associated with these projects has expired and TGC is seeking additional contract authority to continue assisting with the implementation of these projects through completion. Each project is different, is at a different stage in project implementation, and includes a different set of activities; thus, each task and budget is established to address each project individually.

If this scope is approved, the total cost for TGC assistance, **inclusive of the last scope of services**, for each project is as follows:

North Gessner: \$120,000
Memorial Drive: \$135,000

Task 1 – North Gessner Project Implementation Assistance

TGC will continue to serve as the program manager for the North Gessner project. This project is currently at approximately 30% design level. Responsibilities include:

- Attendance and participation at all scheduled TxDOT coordination meetings;
- Provision of all meeting minutes and associated documentation;
- Coordination with the project engineer and review of documentation as necessary/appropriate;
- Creation of memorandum, project status, updates, and other documents as necessary/appropriate;
- Coordination with TxDOT project manager and staff in order to expedite project delivery;
- Facilitation and meeting attendance with local stakeholders to include elected officials;
- Participation and assistance at public meeting;
- Coordinate with project team regarding schedule and project delivery;

- Coordinate with MCRA Administrator regarding project budget, impact on MCRA CIP, and fiscal year budget impacts;
- Review of probable construction costs and delineation of eligible/ineligible items;
- Coordinate with TxDOT regarding cost share and budget;
- Review and approve TxDOT invoice amounts to MCRA;
- Coordinate with H-GAC staff for project progress updates on a quarterly basis;
- Request and draft TIP amendments associated with project delivery timelines as appropriate/necessary;
- Assistance in facilitating design waivers as necessary; and
- Provision of updates to Board of Directors.

Deliverables: Monthly progress reports, provision of written documentation (memorandum, meeting agendas, minutes, reports, etc.) as necessary/appropriate.

Cost: \$20,000

Time Frame: Through construction contract award (estimated April/May/June 2019)

Task 2 – Memorial Drive Project Implementation Assistance

TGC will continue to serve as the project manager for the Memorial Drive project. This project is currently kicking off the design process. The items in **bold** indicate activity over and above that which will occur for the North Gessner project. Responsibilities include:

- Attendance and participation at all scheduled TxDOT coordination meetings;
- Provision of all meeting minutes and associated documentation;
- Coordination with the project engineer and review of documentation as necessary/appropriate;
- Creation of memorandum, project status, updates, and other documents as necessary/appropriate;
- Coordination with TxDOT project manager and staff in order to expedite project delivery;
- Participation and assistance at public meeting;
- Facilitation and meeting attendance with local stakeholders to include elected officials;
- Coordinate with project team regarding schedule and project delivery;
- Coordinate with MCRA Administrator regarding project budget, impact on MCRA CIP, and fiscal year budget impacts;
- Review of probable construction costs and delineation of eligible/ineligible items;
- Coordinate with TxDOT regarding cost share and budget;
- Review and approve TxDOT invoice amounts to MCRA;
- Coordinate with H-GAC staff for project progress updates on a quarterly basis;
- Request and draft TIP amendments associated with project delivery timelines as appropriate/necessary;
- Assistance in facilitating design waivers as necessary;
- Provision of updates to Board of Directors;

- Review potential for cost increase request in event of over-run;
- Coordinate with H-GAC staff request on over-run request;
- Draft over-run request;
- Coordinate request through Technical Advisory Committee and Transportation Policy Council; and
- Coordinate with TxDOT on over-run request and application of additional funding to grant budget.

Deliverables: Monthly progress reports, provision of written documentation (memorandum, meeting agendas, minutes, reports, etc.) as necessary/appropriate.

Cost: \$105,000

Time Frame: Through construction contract award (estimated October/November 2019)

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 project completed each month.

BUDGET SUMMARY		
TASK	DESCRIPTION	COST
1	North Gessner Project Implementation Assistance	\$20,000
2	Memorial Drive Project Implementation Assistance	\$105,000
	Total	\$125,000

STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

CONTRACT
BY AND BETWEEN
THE GOODMAN CORPORATION
AND
MEMORIAL CITY REDEVELOPMENT AUTHORITY

THIS CONTRACT is hereby entered into by and between **The Goodman Corporation** (Consultant) and Memorial City Redevelopment Authority (Client).

WITNESSETH

WHEREAS, Client has identified the need for professional consulting services to assist with continued project implementation assistance related to reconstruction of North Gessner (I-10 to Long Point) and Memorial Drive (Beltway 8 to Tallowood);

WHEREAS, Client desires to retain Consultant to perform various professional services in accordance with the Scope and Budget as described in *EXHIBIT A*;

NOW, THEREFORE, IT IS HEREBY AGREED that Client and Consultant should enter into a Contract for performance of professional services pursuant to the following terms and conditions.

ARTICLE I: SCOPE OF SERVICES

Consultant agrees to undertake, perform, and complete in an expedient, satisfactory, and proper manner all of the professional services required by Client as described in the Scope of Services defined in *EXHIBIT A*.

ARTICLE II: CONTRACT PERIOD

This Contract becomes effective when fully executed by all parties, and it will terminate on completion of all obligations by all parties per the Scope of Services defined in *EXHIBIT A*. Any work performed or cost incurred before or after the contract period will be ineligible for reimbursement.

ARTICLE III: COORDINATION AND REPORTS

A. Coordination. Data, analyses, findings, and recommendations prepared in the performance of this work shall be reviewed and coordinated with Client during performance of the work program by Consultant.

B. Brief Progress Reports. Consultant shall submit monthly progress reports to Client. These reports shall outline work accomplished by task during the previous month or since the last progress report. These reports shall include, but shall not be limited to, the percentage of completion of the overall work product, special problems or delays encountered or anticipated, changes in the estimated cost or the anticipated work activities for the next work period, and a brief description of work accomplished, methodologies used, and conclusions reached, if any. Progress reports shall be prepared according to a format approved by Client.

C. Credit, Disclaimer, and Acknowledgement of Financial Support. An acknowledgment of Federal Transit Administration financial support and a disclaimer must appear in any publication of any material, whether copyrighted or not, based on or developed under the Contract, in the following terms:

Preparation of this report has been financed in part by a grant from the Federal Transit Administration of the United States Department of Transportation under the Federal Transit Act of 1991, as Amended. The contents do not necessarily reflect the official views or policies of the Federal Transit Administration. The contents of this report reflect the views of The Goodman Corporation, which is responsible for the facts and accuracy of the data presented herein.

ARTICLE IV: COMPENSATION

Consultant shall be paid on a lump sum, percent of completion fee basis for the performance of the Scope of Services defined in *EXHIBIT A* in an amount set forth therein. Any increase in compensation to Consultant shall be conditioned on amending this agreement.

ARTICLE V: METHOD AND SCHEDULE OF PAYMENT

A. Payment Requests. Consultant shall submit monthly invoices for services rendered on the basis of a percentage of completion per task unless otherwise specified. Invoices shall be submitted to Client accompanied by a progress report as described in ARTICLE III: Coordination and Reports. Client shall pay invoices within thirty (30) days of receipt thereof.

B. Adjustments. In the event of a change in scope, complexity, or character of the work to be performed, and with the concurrence of both Client and Consultant, the fees specified in ARTICLE IV: Compensation may be adjusted in accordance with the provision of ARTICLE VI: Changes of this Contract by amending this original agreement.

C. Final Payment. Consultant shall submit a final invoice, so designated, for the contracted work within thirty (30) days of the close of this Contract.

ARTICLE VI: CHANGES

Client, from time to time, may require changes in the Scope of Services of Consultant to be performed hereunder, provided Consultant agrees in writing. Changes, including any increase or decrease in the amount of Consultant's compensation, which are mutually agreed upon by and between Client and Consultant, shall be incorporated in written amendment to this Contract.

ARTICLE VII: OWNERSHIP OF MATERIALS

All maps, drawings, documents, data, reports, research, graphic presentation materials, etc., developed by Consultant as a part of its work under this Contract, shall become the property of Client upon completion of this Contract, or in the event of termination or cancellation thereof, at the time of payment under ARTICLE IV: Compensation for work performed. All such data and material shall be furnished to Client on request. All documents, including, but not limited to, drawings, specifications, and data or programs stored electronically, prepared by Consultant pursuant to this Contract are related exclusively to the services described herein. Any reuse without written verification of adaptation by Consultant to specific purposes intended will be at

Client's sole risk and without liability or legal exposure to Consultant.

ARTICLE VIII: REQUIRED FEDERAL CLAUSES

Fly America - Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their Consultants are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Seismic Safety - Consultant agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. Consultant also agrees to ensure that all work performed under this contract including work performed by a subconsultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Energy Conservation - Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Clean Water - Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to 42 U.S.C. 7401 et seq. (the "Federal Water Pollution Control" Act), as amended, 33 U.S.C. 1251 et seq. Consultant agrees to report each violation to Client and understands and agrees that Client will, in turn, report each violation as required to assure notification to Federal Transit Administration and the appropriate Environmental Protection Agency Regional Office. Consultant also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Federal Transit Administration.

Lobbying – Consultant acknowledges that no funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract as certified in EXHIBIT B: Lobbying Certification. Consultant also agrees to include this certification in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by Federal Transit Administration.

Access to Records and Reports - Consultant shall permit the authorized representatives of Client the U.S. Department of Transportation (USDOT), and the Comptroller General of the United States to inspect and audit all data and records of Consultant relating to its performance under this Contract. Consultant shall maintain complete and accurate records with respect to its performance under this Contract. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible at all reasonable times. Consultant further agrees that Client shall have, until the expiration of three (3) years after termination or expiration of this Contract, access to and right to examine any directly pertinent books, documents, papers, and records concerning this project. Consultant agrees to permit Federal Transit Administration and its Consultants access to the sites of performance under this contract as reasonably may be required.

Federal Changes - Consultant shall at all times comply with all applicable Federal Transit Administration regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Client and Federal Transit Administration, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to comply shall constitute a material breach of this contract.

Clean Air – Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. Consultant agrees to report each violation to Client and understands and agrees that Client will, in turn, report each violation as required to assure notification to Federal Transit Administration and the appropriate Environmental Protection Agency Regional Office. Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by Federal Transit Administration.

No Government Obligation to Third Parties - Client and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be

subject to any obligations or liabilities to Client, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by Federal Transit Administration. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements & Related Acts - Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federal Transit Administration assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Consultant to the extent the Federal Government deems appropriate.

Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by Federal Transit Administration under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Consultant, to the extent the Federal Government deems appropriate.

Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by Federal Transit Administration. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

Termination – Client may terminate this contract, in whole or in part, when it is in the Client's interest through written notice provided a minimum of thirty (30) days prior to the contract termination date. If this contract is terminated, the Client shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

A. Procedure. In the event of such termination prior to completion of the Scope of Services provided for in *EXHIBIT A*, Client agrees to pay Consultant for work actually performed.

Consultant shall submit a final invoice, so designated, for the contracted work actually completed less payment of any compensation previously paid.

B. Default. Client may, by written notice of default to Consultant, terminate the whole or any part of this Contract in any one of the following circumstances:

- 1) If Consultant fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
- 2) If Consultant fails to perform any of the other provisions of this Contract, or so fails to prosecute the work as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extension as authorized by Client in writing) after receiving notice of default.

In such event, Consultant shall be paid for professional services for work actually performed, based upon the judgment of Client to the date of notification of default, less payment of any compensation previously paid.

Government-Wide Debarment and Suspension - Consultant shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 CFR part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by Federal Transit Administration irrespective of the contract amount. As such, the Consultant shall verify that its principals, affiliates, and subconsultants are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- 1) Debarred from participation in any federally assisted Award;
- 2) Suspended from participation in any federally assisted Award;
- 3) Proposed for debarment from participation in any federally assisted Award;
- 4) Declared ineligible to participate in any federally assisted Award;
- 5) Voluntarily excluded from participation in any federally assisted Award; or
- 6) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the Client. If it is later determined by the Client that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Client, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The

bidder or proposer agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Civil Rights – The following requirements apply to the underlying contract.

A. Civil Rights and Equal Opportunity. Under this Agreement, the Consultant shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

B. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for A-26 employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements Federal Transit Administration may issue.

C. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

D. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

E. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. A-27 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against individuals on the basis of disability. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

Violation and Breach of Contract – Substantial failure of the Contractor to perform the Scope of Services defined in *EXHIBIT A* in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Client will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Consultant recognizes that in the event of a breach of this Contract by the Consultant before the Client takes action contemplated herein, the Client will provide the Contractor with sixty (60) days written notice that the Client considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

A. Disputes. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Client. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Consultant mails or otherwise furnishes a written appeal to the Client. In connection with any such appeal, Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Client shall be binding upon Consultant and Consultant shall abide by the decision.

B. Performance During Dispute. Unless otherwise directed by the Client, Consultant shall continue performance under this Contract while matters in dispute are being resolved.

C. Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

D. Remedies. Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Client and Consultant arising out of or relating to this Contract or its breach will be decided in a court of competent jurisdiction within Harris County, Texas.

E. Rights and Remedies. The duties and obligations imposed by the Contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any

duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Client or Consultant shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

Disadvantaged Business Enterprises – During the performance of this Contract, Consultant, for itself, its assignees, and successors in interest agrees as follows:

The Consultant, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible. 49 CFR 26.13(b).

Consultant is required to pay subcontractors for satisfactory performance of their contracts no later than thirty (30) days from receipt of each payment the Client makes to the Consultant. 49 CFR Part 26.29(a).

Consultant will notify the Client whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Consultant may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Client.

A. DBE Obligation. Consultant agrees to ensure that DBE's, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the opportunity to compete for and provide services.

Incorporation of Federal Transit Administration Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary

herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any of Client requests which would cause Client to be in violation of the FTA terms and conditions.

ARTICLE IX: PROHIBITED INTEREST

No employee, officer, or agent of Client shall participate in selection or in the award of administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- the employee, officer, or agent;
- any member of his or her immediate family;
- his or her partner; or
- an organization which employs, or is about to employ, such individuals;

has a financial or other interest in the firm selected for award. Client's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Consultant, potential consultants, or parties of subcontracts with this contract.

ARTICLE X - ASSIGNABILITY

Consultant may subcontract a portion of the services to be performed hereunder to firms with complementary disciplines to perform the Scope of Services defined in *EXHIBIT A*. All subconsultants retained by Consultant shall adhere to the terms of this Contract. If any portion of this Contract is assigned, Consultant shall not be relieved from any of the terms of this Contract.

ARTICLE XI – VENUE

Venue and jurisdiction of any suit, right, or cause of action arising under or in connection with the Contract shall lie exclusively within Harris County, Texas.

ARTICLE XII: COVENANT AGAINST CONTINGENT FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee

working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For breach of violation of this warranty, Client shall have the right to annul this Contract without liability, or at its discretion to deduct from this Contract, the price of consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XV: INDEMNIFICATION

Consultant shall indemnify and hold harmless Client, its officers, agents, and employees against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of any negligent act of omission, operation, or work of Consultant, its agents, servants, or employees while engaged upon or in connection with the services required or performed by Consultant hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate originals and it shall be effective the _____ day of _____, 2018.

MEMORIAL CITY REDEVELOPMENT AUTHORITY

BY: _____
Title: Chairman, Board of Directors
Date: _____

ATTEST: _____
Title: Secretary, Board of Directors
Date: _____

THE GOODMAN CORPORATION

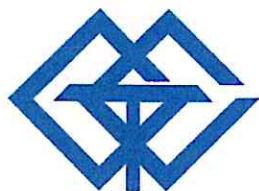
BY: _____
Barry M. Goodman
President

ATTEST: _____
Jim Webb
CEO

ACCEPTED FOR THE CITY OF HOUSTON

BY: _____
Print: _____
Date: _____

EXHIBIT A – SCOPE OF SERVICES (see next page)



THE GOODMAN
CORPORATION

HOUSTON: 3200 Travis Street
Suite 200
Houston, TX 77006

AUSTIN: 911 W. Anderson Lane
Suite 200
Austin, TX 78757

**PROJECT
SCOPE**

PHONE: (713) 951-7951

THEGOODMANCORP.COM

**MEMORIAL CITY REDEVELOPMENT AUTHORITY
CONTINUED PROJECT IMPLEMENTATION ASSISTANCE**

**North Gessner (I-10 to Long Point)
Memorial Drive (Beltway 8 to Tallowood)**

The Goodman Corporation (TGC) has been working to assist the Memorial City Redevelopment Authority (MCRA) in the implementation of the two federally funded projects within the MCRA Capital Improvement Program (CIP): the reconstruction of North Gessner between I-10 and Long Point and the reconstruction of Memorial Drive from Beltway 8 to Tallowood. Currently, the North Gessner project is at 30% design and the Memorial Drive project has a kick-off meeting scheduled with TxDOT. The existing contract authority and contract term associated with these projects has expired and TGC is seeking additional contract authority to continue assisting with the implementation of these projects through completion. Each project is different, is at a different stage in project implementation, and includes a different set of activities; thus, each task and budget is established to address each project individually.

If this scope is approved, the total cost for TGC assistance, **inclusive of the last scope of services**, for each project is as follows:

North Gessner: \$120,000
Memorial Drive: \$135,000

Task 1 – North Gessner Project Implementation Assistance

TGC will continue to serve as the program manager for the North Gessner project. This project is currently at approximately 30% design level. Responsibilities include:

- Attendance and participation at all scheduled TxDOT coordination meetings;
- Provision of all meeting minutes and associated documentation;
- Coordination with the project engineer and review of documentation as necessary/appropriate;
- Creation of memorandum, project status, updates, and other documents as necessary/appropriate;
- Coordination with TxDOT project manager and staff in order to expedite project delivery;
- Facilitation and meeting attendance with local stakeholders to include elected officials;
- Participation and assistance at public meeting;
- Coordinate with project team regarding schedule and project delivery;

- Coordinate with MCRA Administrator regarding project budget, impact on MCRA CIP, and fiscal year budget impacts;
- Review of probable construction costs and delineation of eligible/ineligible items;
- Coordinate with TxDOT regarding cost share and budget;
- Review and approve TxDOT invoice amounts to MCRA;
- Coordinate with H-GAC staff for project progress updates on a quarterly basis;
- Request and draft TIP amendments associated with project delivery timelines as appropriate/necessary;
- Assistance in facilitating design waivers as necessary; and
- Provision of updates to Board of Directors.

Deliverables: Monthly progress reports, provision of written documentation (memorandum, meeting agendas, minutes, reports, etc.) as necessary/appropriate.

Cost: \$20,000

Time Frame: Through construction contract award (estimated April/May/June 2019)

Task 2 – Memorial Drive Project Implementation Assistance

TGC will continue to serve as the project manager for the Memorial Drive project. This project is currently kicking off the design process. The items in **bold** indicate activity over and above that which will occur for the North Gessner project. Responsibilities include:

- Attendance and participation at all scheduled TxDOT coordination meetings;
- Provision of all meeting minutes and associated documentation;
- Coordination with the project engineer and review of documentation as necessary/appropriate;
- Creation of memorandum, project status, updates, and other documents as necessary/appropriate;
- Coordination with TxDOT project manager and staff in order to expedite project delivery;
- Participation and assistance at public meeting;
- Facilitation and meeting attendance with local stakeholders to include elected officials;
- Coordinate with project team regarding schedule and project delivery;
- Coordinate with MCRA Administrator regarding project budget, impact on MCRA CIP, and fiscal year budget impacts;
- Review of probable construction costs and delineation of eligible/ineligible items;
- Coordinate with TxDOT regarding cost share and budget;
- Review and approve TxDOT invoice amounts to MCRA;
- Coordinate with H-GAC staff for project progress updates on a quarterly basis;
- Request and draft TIP amendments associated with project delivery timelines as appropriate/necessary;
- Assistance in facilitating design waivers as necessary;
- Provision of updates to Board of Directors;

- Review potential for cost increase request in event of over-run;
- Coordinate with H-GAC staff request on over-run request;
- Draft over-run request;
- Coordinate request through Technical Advisory Committee and Transportation Policy Council; and
- Coordinate with TxDOT on over-run request and application of additional funding to grant budget.

Deliverables: Monthly progress reports, provision of written documentation (memorandum, meeting agendas, minutes, reports, etc.) as necessary/appropriate.

Cost: \$105,000

Time Frame: Through construction contract award (estimated October/November 2019)

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 project completed each month.

BUDGET SUMMARY		
TASK	DESCRIPTION	COST
1	North Gessner Project Implementation Assistance	\$20,000
2	Memorial Drive Project Implementation Assistance	\$105,000
	Total	\$125,000

EXHIBIT B – LOBBYING CERTIFICATION

The Goodman Corporation certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Signature

The Goodman Corporation

Company Name (print)

Name and Title (print)

Date

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

INTERLOCAL AGREEMENT

This Interlocal Contract ("Agreement") is made and entered into and effective as of the ____ day of _____, 2018 ("Effective Date") pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), by and between, the **City of Bunker Hill Village**, (the "City"), a type A general-law municipality created pursuant to the laws of the state of Texas, and the **Memorial City Redevelopment Authority** (the "MCRA"), a Local Government Corporation created by the City of Houston to promote development and re-development of the area included in TIRZ 17, City of Houston, Texas.

RECITALS

WHEREAS, pursuant to the Act, the City and the MCRA are authorized to contract with eligible entities to perform governmental functions and services, including governmental functions in which the contracting parties are mutually interested;

WHEREAS, the Memorial City Redevelopment Authority (MCRA) has been awarded approximately \$13.7 million in Surface Transportation – Mobility funding for the reconstruction of Memorial Drive from Beltway 8 to Tallowood Road;

WHEREAS, the MCRA is interested in pursuing additional funding for a complementary project via a new grant application for the reconstruction of signalization, paving, sidewalks, landscaping, and sub-surface utilities, along approximately 2,320 linear feet of Memorial Drive, within the MCRA boundaries, from Tallowood Road to just east of Tealwood Drive (referred to herein as the "MCRA Project" and further illustrated on Exhibit A);

WHEREAS, the City is interested in partnering with the MCRA to further extend the reconstruction of signalization, paving, sidewalks, landscaping, and sub-surface utilities along approximately 1,500 linear feet of Memorial Drive, within City limits, from just east of Tealwood Drive to Warrenton Drive (referred to herein as the "City Project" and further illustrated on Exhibit B). The City Project will include additional project components as identified further in Article I (Exhibit B);

WHEREAS, the MCRA Project and the City Project are referred to collectively as the "Project."

WHEREAS, the MCRA and City agree that the joint design and construction of the Project will create cohesive corridors for automobiles, pedestrians and cyclists and will give the combined project the best opportunity to compete for discretionary funding opportunities;

WHEREAS, the City and MCRA have determined they will develop a joint grant application for the Project in an upcoming Houston-Galveston Area Council (H-GAC) Call for Projects in order to pursue funds for the Project; and

WHEREAS, the MCRA and City agree that the project sponsor will be responsible (as defined in Article II) for project development and reporting requirements; for submitting the H-GAC TIP call for project application for discretionary funding; for initiating project design, executing a Advanced Funding Agreement with TxDOT; and for compliance with all local, state, and federal requirements.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the MCRA and City agree to the following terms, covenants, and conditions:

ARTICLE I PROJECT

The MCRA and the City hereby agree that the Project will contain the following components:

- The construction of the MCRA Project will integrate with the grant funded reconstruction project of Memorial Dr. between Beltway and Tallowood Rd. to include the following:
 - The full reconstruction (property line to property line) of Memorial Drive between Tallowood Road and just east of Tealwood Drive to include pavement, sidewalks, and subsurface utilities. The complete facility will be completed to City of Houston/TxDOT standards and will include a bike facility.
- The construction of the City Project will integrate with the proposed MCRA project to the west and include the following:
 - Reconstruction of Memorial Drive between just east of Tealwood Drive and Warrenton Drive 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 storm water conveyance)
 - The construction of sidewalks along both sides of Gessner between Memorial Drive and the southern City limits in order to improve safe school access to Frostwood Elementary School.
 - The reconstruction of the intersection at Gessner and Memorial Drive.

- The reconstruction of both travel lanes of Gessner between Beauregard Drive and Memorial Drive.

ARTICLE II RESPONSIBILITY FOR SERVING AS PROJECT SPONSOR

As a component of the grant application process, the City is hereby designated as the project sponsor. The responsibilities of the project sponsor include, but are not limited to:

- Submitting the grant application to H-GAC under its name;
- Providing a letter of financial commitment for the project and obtaining a letter of financial commitment from the MCRA;
- Serving as the entity in charge of project reporting for TxDOT and H-GAC reporting processes;
- Entering into an Advance Funding Agreement (AFA) with TxDOT and adopting any TxDOT required policies;
- Initiating and leading a TxDOT procurement process for the required design services;
- The adoption of TxDOT Disadvantaged Business Enterprise (DBE) goals;
- Contracting with the procured engineer;
- Paying the engineer and requesting cost share reimbursement from TxDOT as reflected in the original grant application and AFA;
- Collecting the agreed upon cost share for design services from the MCRA;
- Participating in TxDOT design status update meetings and other required project functions;
- Paying TxDOT design and construction management fees and collecting the agreed upon cost shares from the project partner;
- Paying TxDOT the agreed upon local share commitment for the construction contract at least 60 days prior to contract letting (based on the 100% cost estimate and adjusted based on the final low bid) and collecting the agreed upon cost share from the MCRA; and
- Coordinating construction change orders with TxDOT, paying construction change orders, and collecting the agreed upon cost share from the MCRA.

ARTICLE III PROPORTIONATE SHARES

The H-GAC funding grant application for the Project will reflect an approximate ratio of 76% federal funding and 24% local funding, to reflect local payment for federally ineligible items (sanitary and water). The parties will share the 20% local match commitment for the Project based upon each entities' proportionate share (the "Proportionate Share") of the final engineering cost estimates prepared for the grant application. The Proportionate Share will be a percentage derived from a fraction, the numerator of which is the eligible costs attributable to the individual party's project and the denominator of which is the total eligible Project cost. The current cost estimates reflect the following Proportionate Shares: \$7,123,286 (35.98%) for the City Project and

\$12,677,344 (64.02%) for the MCRA Project, with a project total estimated Project cost of \$19,800,630. This proportionate share will be used as the basis of the cost share for the engineering scope of work.

The grant application will reflect each parties local match commitment based upon information contained within the engineers estimate (Exhibit C). This cost share agreement assumes the grant eligibility of the engineering component of the project. If it is determined that the engineering component of the project will not be eligible for the grant funding, the cost estimates in the grant application will be modified to reflect this change.

When the project is bid, the bid items will be separated by the City Project and the MCRA Project. The low bid price (as affirmed by TxDOT) will serve as the new total cost and an updated Proportionate Share for the local match will be derived and applied based upon the actual costs. Costs that are ineligible for federal or state financial participation will be borne by the entity that is geographically or otherwise responsible for the costs.

Costs of construction change orders that relate to a single party's project will be paid in full by the jurisdiction in which the change order occurs. In the event that a change order occurs within the boundaries of both jurisdictions, the costs of the change order will be paid proportionately by each party according to the updated Proportionate Shares per the contract price.

ARTICLE IV DESIGN ENGINEERING

- If the design is grant eligible and included within the grant application, the design engineering scope of work for the Project will be completed as one contract and will be included within the application for funding. The design engineering of the Project will include necessary environmental work, which may include a Phase I/II Environmental Site Assessment, National Environmental Policy Act (NEPA) review, and all local and TxDOT engineering approvals. All Project plans and specifications must be approved by all regulatory authorities with jurisdiction.
- If the design is not grant eligible and is not included within the grant application, each entity will hold an independent contract with one engineering firm to complete the scope of work.
- Both MCRA and the City will provide representation for decision making regarding the procurement and selection of a professional engineering services firm or firms required to complete engineering, design, and the required environmental work for the Project. Participation in the form of a selection committee with representatives (up to four individuals from each entity) will facilitate review and evaluation of procurement documentation in order to mutually agree upon a selected firm or firms in order to complete the joint project
- The Project engineer will make available such plans and specifications and an estimate of constructions costs to both parties for review and approval, which

approval will not be unreasonably withheld. Each party will have 35 calendar days to review the same; should the parties not submit comments within this time period, approval will be deemed granted. Any reasonable comments received will be accommodated if practicable in accord with sound engineering practices. The Project engineer will provide each party with one complete, executed set of approved plans and specifications.

- Costs of the engineering design scope of work will be paid on the current Proportionate Share basis delineated in Article III and Exhibit C. The total cost may change based on the final negotiated cost with the selected engineer, however, the proportionate share will remain the same. The Project engineer will provide copies of invoices to each party with the Proportionate Share of each party separately enumerated.
- The procurement process for the engineering phase, if included within the grant, must be approved by TxDOT.
- If the design is included within the grant, the City, as the project sponsor, will submit an invoice to MCRA within 10 days of having received an invoice from the engineer. The MCRA will process and pay this invoice within 30 days. The invoice will be based upon the total value of each invoice from the engineer and the Proportionate Share outlined within Article III and Exhibit C.

ARTICLE V PROGRAM MANAGEMENT

The project partners agree that it will be necessary and beneficial to retain a Program Management firm to coordinate activities with TxDOT, the Houston-Galveston Area Council, and the Federal Highway Administration. The Program Manager will also provide support relative to the duties associated with project sponsorship. The cost to retain the Program Management firm will be borne by the MCRA in exchange for the City serving as the project sponsor. The Project Management firm will be retained by the MCRA within sixty (60) days of a positive determination of grant funding.

ARTICLE VI TERM OF AGREEMENT

This Agreement will become effective upon execution by both parties and terminate upon the earlier of i) Project completion or ii) sixty (60) months from the effective date.

**ARTICLE VII
LIABILITY**

Section 1 - No Personal Liability of City. To the extent allowed by law the City's officers, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

Section 2 - No Personal Liability of the MCRA. To the extent allowed by law, the MCRA's officers, agents and employees, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

ARTICLE VIII

This agreement may be cancelled at any time prior to the award of a construction contract for the project, by either party providing sixty (60) days written notice of intention to terminate. Written notice must be provided to the applicable party,

**ARTICLE IX
MISCELLANEOUS**

Section 1 - Laws. The parties hereto agree to abide with all applicable laws, regulations, and grant provisions of the United States, the State of Texas, and any other lawful authorities having jurisdiction.

Section 2 - Notices. All notices, demands, or requests from one party to another shall be in writing and shall be personally delivered, sent by mail, certified, registered, express or overnight, postage prepaid, or sent by facsimile transmission, to the addresses stated in this Section, or to such other address as the party may request in writing, and are deemed to have been given at the time of delivery:

The City of Bunker Hill Village
11977 Memorial Drive
Houston, Texas 77024

The Memorial City Redevelopment Authority
c/o Hawes Hill Calderon LLP
PO Box 22167
Houston, TX 7727-2167

Section 3 - Texas Law to Apply and Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Harris County, Texas.

Section 4 - Legal Construction. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability does not affect any other provision

hereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, if consistent with the overall intent of this Agreement.

Section 5 - Amendment. No amendment, modification, or alteration of the terms of this Agreement is binding unless in writing, dated subsequent to the Effective Date and executed by the City and the MCRA or their successors and permitted assigns.

Section 6 - Exhibits. All Exhibits attached to this Agreement are incorporated by reference.

Section 7 - Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart is deemed to be an original instrument, but all such counterparts together constitute but one Agreement. A photocopy or facsimile reproduction of an original signature of a party on this Agreement binds that party to the terms, covenants and conditions of this Agreement.

Section 8 - Time is of the Essence. Time is of the essence in this Agreement.

Section 9 - Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and do not affect the interpretation of this Agreement.

[EXECUTION PAGES FOLLOW]

CITY OF BUNKER HILL

By:
Date: _____

ATTEST:

**MEMORIAL CITY REDEVELOPMENT
AUTHORITY**

By:
Date: _____

ATTEST:

APPROVED AS TO FORM:

CITY OF HOUSTON, TEXAS

By _____
Name: _____
Title: _____

Date: _____

Exhibit A

LEGEND

- PROPOSED CURB
- PROPOSED SIDEWALK
- PROPOSED ROAD CENTERLINE
- PROPOSED TRAFFIC SIGNAL
- EXISTING TRAFFIC SIGNAL

MEMORIAL CITY REDEVELOPMENT AUTHORITY

IGN Lockwood, Andrews & Nowman, Inc. A TEO A DAY COMPANY

MEMORIAL DRIVE
DRAFT 01/25/2018

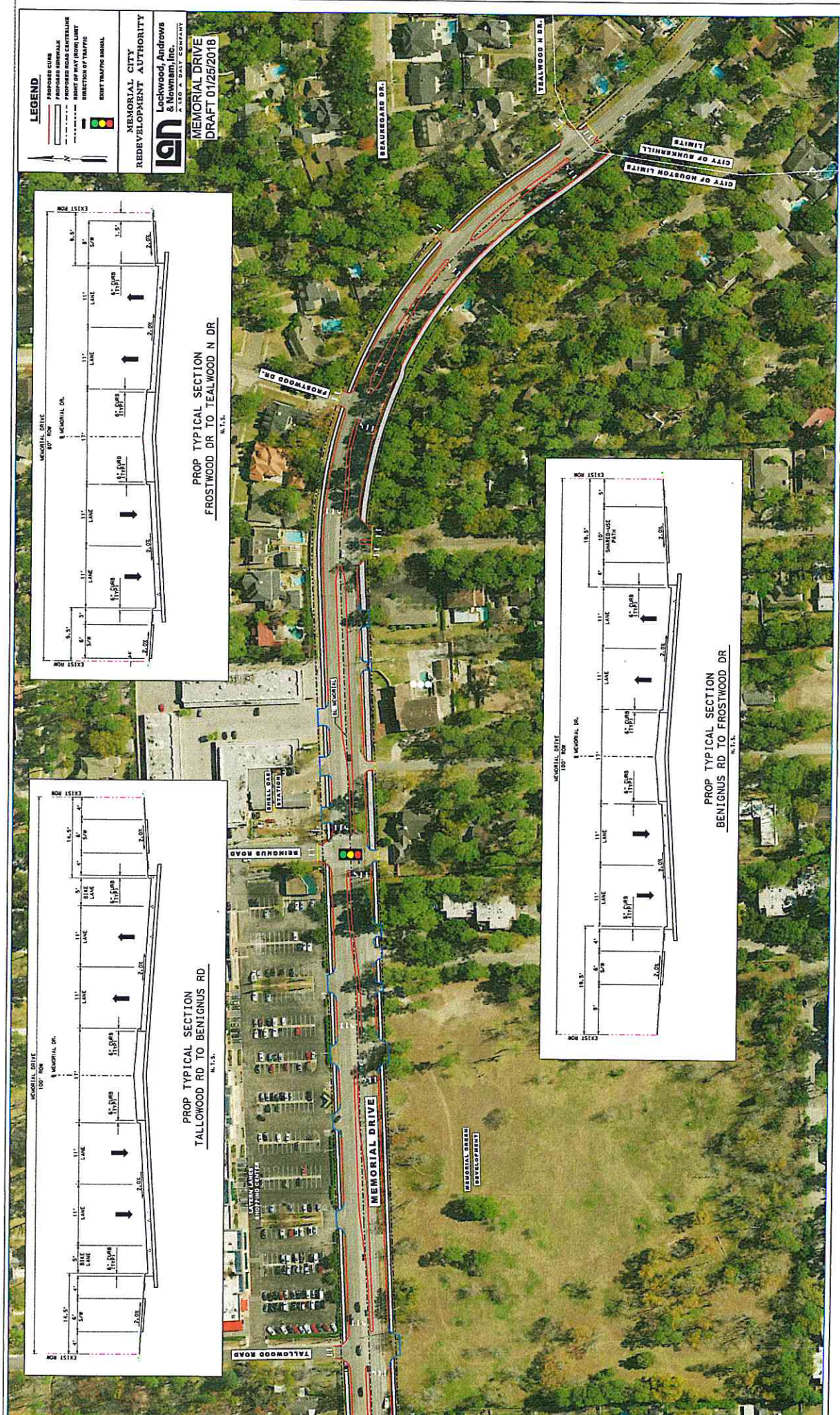
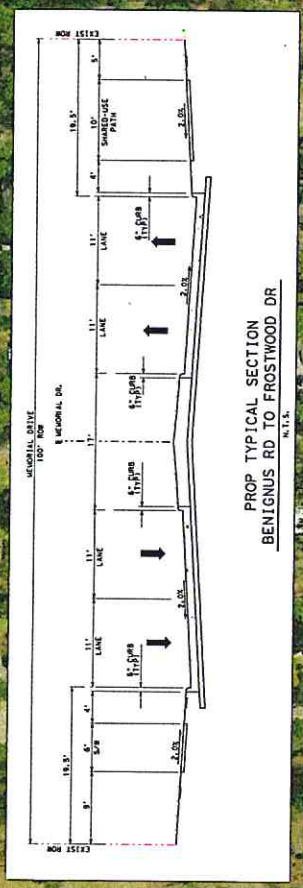
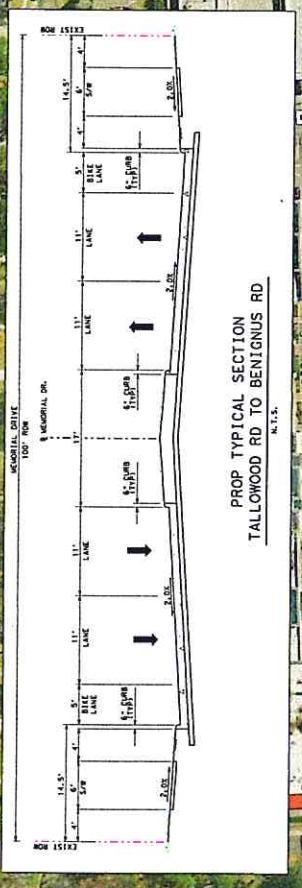
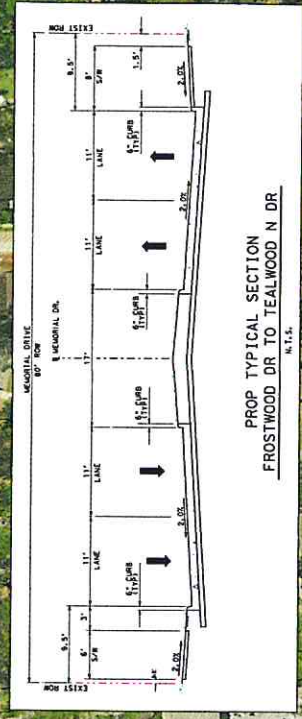


Exhibit B

Exhibit C

City of Bunker Hill Village

Construction Sub Total	\$	4,462,862	
Contingency (25%)	\$	1,115,716	
Subtotal	\$	5,578,578	
Design, Survey, and Geotechnical (10.5%)	\$	585,751	
Limited Construction Phase Services (2.5%)	\$	139,464	
Subtotal	\$	725,215	
TxDOT Administration and Letting (13%)	\$	819,493	
Subtotal	\$	819,493	
Total	\$	7,123,286	
Ineligible (Sanitary/Sewer)	\$	274,175	
Federal	\$	5,479,288	
Local	\$	1,643,997	

Memorial City Redevelopment Authority

Construction Sub Total	\$	7,942,576	
Contingency (25%)	\$	1,985,644	
Subtotal	\$	9,928,220	
Design, Survey, and Geotechnical (10.5%)	\$	1,042,463	
Limited Construction Phase Services (2.5%)	\$	248,206	
Subtotal	\$	1,290,669	
TxDOT Administration and Letting (13%)	\$	1,458,456	
Subtotal	\$	1,458,456	
Total	\$	12,677,344	
Ineligible (Sanitary/Sewer)	\$	725,000	
Federal	\$	9,561,875	
Local	\$	3,115,469	
Total	\$	19,800,630	
Federal	\$	15,041,164	75.96%
Local	\$	4,759,466	24.04%
Total Cost	\$	19,800,630	
CBHV Share	\$	7,123,286	35.98%
MCRA Share	\$	12,677,344	64.02%
Program Management Support	\$	138,500	
MCRA Share	\$	138,500	
CBHV Share	\$	-	

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PROJECT STATUS REPORT BY SWA

SCOPE: LANDSCAPE ARCHITECTURE FOR MEMORIAL CITY REDEVELOPMENT
AUTHORITY
PROJECTS: TIRZ #17 CIP
DATE: 27 March 2018

CURRENT PROJECTS STATUS

1. W-140 BRIAR BRANCH DRAINAGE IMPRVTS (SWA WO#05 / #08)
 - SWA is responding to RPS on design issues, as requested. SWA will coordinate construction phase services for the grading and minimal landscape work as construction begins.
2. N. GESSNER DRAINAGE AND MOBILITY IMPRVTS – PH 1 (T-1732A) (SWA WO#12)
 - SWA is coordinating the design of the streetscape with RPS as well as the partnering management districts who will be maintaining the improvements (Memorial Management and Spring Branch Management Districts).
3. MEMORIAL DRIVE DRAINAGE AND MOBILITY IMPROVEMENTS - (T1731B)(SWA WO#13)
 - SWA is coordinating the design of the streetscape with LAN as well as the partnering management district (Memorial Management District).
4. ON-CALL (SWA WO#15)
 - SWA is working with stakeholders (TIRZ 20, City of Houston, TxDOT, Memorial Management District, H-GAC) on the Beltway 8 Pathway connecting Buffalo Bayou and Memorial Drive. Phase One of the project by TXDOT is under construction.
5. TOWN & COUNTRY WEST DRAINAGE AND MOBILITY IMPRVTS (T-1717) (SWA WO#16)
 - SWA is conducting construction phase services in cooperation with LAN on the project for the streetscape improvements.

NEW PROPOSED PROJECTS STATUS

NO NEW APPROVED // PROPOSED PROJECTS TO REPORT

END OF REPORT