

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



Agenda and Agenda Materials
Meeting of the Board of Directors

August 28, 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, August 28, 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. (A statement of no more than 3 minutes may be made on items of general relevance. There will be no yielding of time to another person. State law prohibits the Board Chair or members of the Board from deliberating a topic without an appropriate agenda item being posted in accordance with the Texas Open Meetings Law; therefore, questions or comments will not be addressed. Engaging in verbal attacks or comments intended to insult, abuse, malign or slander any individual shall be cause for termination of time privileges).
3. Approve Minutes of the July 31, 2018, regular meeting.
4. Receive financial and bookkeeper's report, including payment of invoices, review of investments, and project cash flow reports.
5. Agreed Upon Procedures Report for T&C Way Partners, LLC; and authorize release of funds.
6. FY2019 Budget.
7. CIP Committee:
 - a. Engineering Services review.
 - b. Receive and consider Master Professional Services Agreement for professional engineering services from Gauge Engineering, LLC.
 - i. Task Order for W140 project bidding and construction management;
 - ii. Task Order for Preliminary Engineering services on Detention Basin A
 - iii. Task Order for Gessner Road Drainage and Mobility project.
 - c. Project update from LAN.
 - i. Consider Pay Estimate No. 11 from SER Construction Partners, T&C Reconstruction and Drainage Improvements, in the amount of \$778,992.67.
 - d. Project update from The Goodman Corporation.
 - e. Project update from SWA.
8. 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.
9. 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.
10. 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 July 31, 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**

July 31, 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, July 31, 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 Rickel, thus constituting a quorum. Also present were David Hawes and Linda Clayton, both of Hawes Hill & Associates, LLP; Jessica Carr, Allen Boone Humphries Robinson, LLP; and Michelle Lofton, ETI Bookkeeping Services. Others attending the meeting were Jennifer Curley, COH - Economic Development Dept.; Jack Valinski, COH; Amy Peck, District A; Ben Gillis and Pat Walters, Memorial Management District; Karen Glynn and Laurie Rosenbaum, both of City of Bunker Hill; Mary Schneider, Office of Congressman Culberson; Wayne Swafford, Ricky Gonzalez, Matt Manges and Rick Butler, all with LAN; Jim Webb, Goodman Corporation; James Vick, SWA; John Jackson; Kay Haslam; Jim Shroff; Dean Bixler; Ed Browne; John Dunn; David Tresch; Robert Benz; Emily Anderson; Bruce Nichols and Lois Myers. Chair Givens called the meeting to order at 8:01 a.m.

RECEIVE PUBLIC COMMENTS.

The Board received public comments from Kay Haslam, Ed Browne, Bruce Nichols and Lois Myers.

APPROVE MINUTES OF THE JUNE 19, 2018, REGULAR MEETING.

Upon a motion duly made by Director Durham, and being seconded by Director Freels, the Board voted unanimously to approve the Minutes of the June 19, 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 materials. Upon a motion duly made by Director Hodges, and being seconded by Director Airola, the Board voted unanimously to accept the Bookkeeper's Report and approved payment of invoices, as presented.

UPDATE FROM LAN.

Mr. Swafford introduced Ricky Gonzalez, Matt Manges and Rick Butler key personnel with LAN appointed to work on TIRZ 17 projects. He stated LAN has a continued commitment to the TIRZ. No action from the Board was required.

GAUGE ENGINEERING QUALIFICATIONS.

Chair Givens reported the Board requested Gauge Engineering to provide the qualifications since Derek St. John and Muhammad Ali were an intricate part of the TIRZs projects. She reported Gauge Engineering's statement of qualifications is included in the Board materials for review. No action from the Board was required.

CONSIDER PAY ESTIMATE NO. 10 FROM SER CONSTRUCTION PARTNERS, T&C RECONSTRUCTION AND DRAINAGE IMPROVEMENTS, IN THE AMOUNT OF \$534,253.28.

Mr. Gonzalez reviewed Pay Estimate No. 10 from SER Construction Partners, T&C Reconstruction and Drainage Improvements, in the amount of \$534,253.28, included in the Board materials. He reported LAN has reviewed the Pay Estimate and concurs with the quantities and amounts and is recommending for approval. Upon a motion duly made by Director Airola, and being seconded by Director Durham, the Board voted unanimously to approve Pay Estimate No. 10 from SER Construction Partners for the T&C Reconstruction and Drainage Improvements project in the amount of \$534,253.28, as presented.

CONSIDER RESOLUTION OF SUPPORT AND FUNDING COMMITMENT FOR MEMORIAL DRIVE RECONSTRUCTION PROJECT FROM TALLOWOOD TO GESSNER

Mr. Webb reviewed the Resolution of Support and Funding Commitment for Memorial Drive, included in the Board materials, which provides the Authority is committed to providing its proportionate share as defined in the Interlocal Agreement. Upon a motion duly made by Director Freels, and being seconded by Director Durham, the Board voted unanimously to approve the Resolution of Support and Funding Commitment for Memorial Drive Reconstruction Project from Tallowood to Gessner, as presented.

CONSIDER INTERLOCAL AGREEMENT WITH CITY OF BUNKER HILL VILLAGE

Mr. Webb reviewed the revised Interlocal Agreement with the City of Bunker Hill Village regarding the Memorial Drive reconstruction project, included in the Board materials. He reported the agreement adjusts the scope and reduces the total price to fit with the City of Bunker Hill's budget. Ms. Karen Glynn reported the City of Bunker Hill Village worked through its budget items and the Interlocal Agreement will be on the August 20 City Council's Agenda for consideration. Upon a motion duly made by Director Freels, and being seconded by Director Heins, the Board voted unanimously to approve the Interlocal Agreement with the City of Bunker Hill Village, as presented.

CONSIDER TASK ORDER FROM THE GOODMAN CORPORATION FOR MEMORIAL DRIVE (BELTWAY 8 TO TALLOWOOD) PUBLIC MEETING

Mr. Webb reviewed the Task Order for Memorial Drive, Beltway 8 to Tallowood, public meeting, included in the Board materials. He reported TxDOT is requesting a public engagement meeting on the project. He went over the scope of services and answered questions. He reported The Goodman Corporation will do the environmental work which is a TxDOT requirement. Director Freels requested the meeting be held as soon as possible. Mr. Webb reported TGC will coordinate the meeting and will not be able to conduct until 30% submission of environmental and schematics are prepared. He reported at the meeting the public will have opportunity to provide written comments. He reported if a lot of negative comments are received TxDOT will require a more enhanced environmental prepared. Upon a motion duly made by Director Hodges, and being seconded by Director Durham, the Board voted unanimously to approve the Task Order from The Goodman Corporation for Memorial Drive Public Meeting (Beltway 8 to Tallowood), as presented.

CONSIDER SWA WORK ORDER #17 PROFESSIONAL DESIGN SERVICES FOR BELTWAY 8 PEDESTRIAN PATH LANDSCAPE AMENITIES

Mr. Vick reviewed SWA Work Order No. 17 for professional design services for Beltway 8 Pedestrian Path Landscape Amenities at a fixed fee of \$35,000.00 and answered questions. Upon a motion duly made by Director Durham, and being seconded by Director Heins, the Board voted unanimously to approve SWA Work Order #17 for professional design services for Beltway 8 Pedestrian Path Landscape Amenities, as presented.

FUNDING FOR TOWN & COUNTRY ELECTRICAL AND LIGHTING PROJECT, INCLUDING:

- a. Cost Sharing Agreement**
- b. Change Order from SER Construction Co.**

Mr. Gonzalez reviewed Change Order No. 2, T&C Reconstruction, from SER Construction Partners in the amount of \$280,000.00, included in the Board materials. Upon a motion duly made by Director Airola, and being seconded by Director Hodges, the Board voted unanimously to approve Change Order No. 2, T&C Reconstruction, from SER Construction Partners in the amount of \$280,000.00, as presented.

Ms. Curley commented that this project is a mobility project with a drainage component and the change order for the lighting is only doing the finishing touches on the amenity portion of the project.

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 8:39 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 9:05 a.m. Upon reconvening, a motion was duly made by Director Heins, and seconded by Director Airola, the Board voted unanimously to approve and authorized execution of a Temporary Right of Entry and Indemnification Agreement.

ADJOURNMENT

There being no further business to come before the Board, Chair Givens adjourned the meeting at 9:06 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

July 31, 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, 2019

Summary

<u>Current Activity</u>	<u>Memorial City Redevelopment Authority</u>			
	<u>General Fund</u>	<u>Capital Projects</u>	<u>Debt Service</u>	<u>Total</u>
Beginning Balance	19,228,584.92	0.00	16,013.27	19,244,598.19
Revenue	12,282,377.82	0.00	3,648,270.78	15,930,648.60
Expenditures	3,790,213.85	0.00	750.00	3,790,963.85
Ending Balance	27,720,748.89	0.00	3,663,534.05	31,384,282.94

NOTES:

Debt Service Payments due in Fiscal Year End 2019:

Date	Series	Principal	Interest	Total
9/1/2018	2008	510,000.00	23,251.25	533,251.25
9/1/2018	2011	625,000.00	119,416.00	744,416.00
9/1/2018	2011A	1,965,000.00	160,545.00	2,125,545.00
9/1/2018	2016	120,000.00	217,623.00	337,623.00
3/1/2019	2008		11,903.75	11,903.75
3/1/2019	2011		107,916.00	107,916.00
3/1/2019	2011A		122,718.75	122,718.75
3/1/2019	2016		216,177.00	216,177.00
			Total FYE 2019	4,199,550.75

July 31, 2018

General Operating Fund

BEGINNING BALANCE:	19,228,584.92
REVENUE:	
Checking Interest - Wells Fargo	531.66
Texpool Interest	1,396.39
Wells Fargo/TexSTAR (Surplus Funds) Interest	19,703.17
Texas Exchange CD Interest	312.12
City of Houston Surplus Increment	12,259,684.48
Due from DSF	750.00
Voided Check(s)	0.00
Total Revenue:	12,282,377.82
DISBURSEMENTS:	
Checks Presented At Last Meeting	2,994,826.92
Checks Written at/after Last Meeting	0.00
COH Administration Fee	795,386.93
Total Expenditures	3,790,213.85
Ending Balance:	27,720,748.89

Location of Assets:

Institution	Investment Number	Interest Rate	
Wells Fargo Checking	*5490	0.1500	3,254,314.05
TexPool	*0001	1.8896	872,061.94
Wells Fargo/TexSTAR	TexSTAR Surplus Funds	1.9120	23,344,372.90
Texas Exchange Bank CD	*3601	1.4700	250,000.00
		Total	27,720,748.89
Certificate of Deposit	CD *3601	Term: 12 Months	Matures: 09/28/2018

Memorial City Redevelopment Authority
Checks Presented
August 28, 2018

Num	Name	Description	Amount
2860	Allen Boone Humphries Robinson LLP	Legal Fee	-6,587.90
2861	Blank Rome LLP	Legal Consultant	-105.00
2862	Equi-Tax, Inc	Tax Assessor Fee	-400.00
2863	ETI Bookkeeping Services	Bookkeeping Fee	-1,221.67
2864	Hawes Hill & Associates	Professional Consultant	-8,000.00
2865	Lockwood, Andrews & Newman, Inc.	Engineering Fee	-80,208.17
2866	Sai Esparza, Inc.	Landscaping	-4,357.28
2867	SER Construction Partners, LLC	Pay Estimate No. 11	-778,992.67
2868	SWA Group	Engineering Consultant	-37,356.06
2869	The Goodman Corporation Inc	Contract Services	-5,850.85
2870	T&C Way Partners	AUP Reimbursement	-1,771,000.79
Total			-2,694,080.39

Debt Service Fund

BEGINNING BALANCE		16,013.27
REVENUE		
TexPool DSF Interest	13.90	
Wells Fargo/TexSTAR (2008 DSF) COH Increment	3,638,609.80	
Wells Fargo/TexSTAR (2008 DSF) Interest	202.10	
Wells Fargo/TexSTAR (2008 Pled Rev) Interest	0.55	
Wells Fargo/TexSTAR (2008 Pled Rev) COH Increm.	9,444.43	
Total Revenue		3,648,270.78
EXPENDITURES		
2008 Debt Service Interest Payment	0.00	
Trustee Fee	750.00	
Total Expenditures		750.00
ENDING BALANCE		3,663,534.05

Location of Assets:

Institution	Investment Number	Interest Rate	Current Balance
Wells Fargo *4601	TexSTAR 2008 DSF	1.9120	3,645,952.85
Wells Fargo *4600	TexSTAR 2008 Pledged Rev	1.9120	9,500.55
TexPool	*0004	1.8896	8,080.65
		Total	3,663,534.05

**Memorial City Redevelopment Authority
Investment Report
July 31, 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	1.8896	869,915.55	1,00000	1,396.39	750.00	872,044.50	0.99998	872,061.94
DSF	TexPool	1.8896	8,816.75	1.00000	13.90	(750.00)	8,080.49	0.99998	8,080.65
GOF	Wells Fargo/ TexStar	1.9120	11,860,265.44	0.999991	19,703.17	11,464,297.55	23,344,372.90	1.000000	23,344,372.90
DSF	Wells Fargo/ TexStar DSF	1.9120	7,140.89	0.999991	202.10	3,638,609.80	3,645,952.85	1.000000	3,645,952.85
DSF	Wells Fargo/ TexStar PI Rev	1.8896	55.57	0.999991	0.55	9,444.43	9,500.55	1.000000	9,500.55

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	6,248,297.19	531.66	(2,994,514.80)	3,254,314.05

Collateral Pledged In Addition to FDIC

Depository Institution	Total Funds On Deposit	Custodial Institution	Securities Pledged	Collateral Description	Par Value	Market Value
Wells Fargo	3,254,314.05	BNYM	8,614,763	WU2246	6,492,341	6,310,645

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. I hereby certify that pursuant to the Senate Bill 253 and in connection with the preparation of this investment report, I have reviewed the investment lists prepared and maintained by the Texas Comptroller of Public Accounts, and the District does not own direct or indirect holdings in any companies identified on such lists.

Bookkeeper

Investment Officer

Investment Officer Kenneth Byrd	Date Assumed Office 8/6/2015	Training Completed 10/29/2016
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Memorial City Redevelopment Authority
Profit & Loss Budget vs. Actual
July 2018

		July			Year To Date (1 Month)			Annual
		Actual	Budget	Variance	Actual	Budget	Variance	Budget
Ordinary Income/Expense								
Income								
1000 · Income								
	8223 · Interest Income	22,160	3,081	19,079	22,160	3,081	19,079	36,969
	8930 · Bond Proceeds	0	0	0	0	0	0	73,300,000
	Total 1000 · Income	22,160	3,081	19,079	22,160	3,081	19,079	73,336,969
	6-4320 · Increment Collections	15,907,739	16,599,074	-691,335	15,907,739	16,599,074	-691,335	16,599,074
	6-4350 · Grants	0	0	0	0	0	0	3,400,000
	Total Income	15,929,899	16,602,155	-672,256	15,929,899	16,602,155	-672,256	93,336,043
Expense								
3335 · Management Consulting Services								
	6320 · Legal	4,225	12,500	-8,275	4,225	12,500	-8,275	150,000
	6322 · Eng Consultant/General Prof.Svc	10,500	1,667	8,833	10,500	1,667	8,833	20,000
	6323 · Legal Litigation	105	0	105	105	0	105	0
	6337 · Construction Audit	0	0	0	0	0	0	10,000
	Total 3335 · Management Consulting Services	14,830	14,167	663	14,830	14,167	663	180,000
5650 · Transfers								
	6420 · COH Administration Fee	795,387	829,954	-34,567	795,387	829,954	-34,567	829,954
	6430 · Municipal Services	0	0	0	0	0	0	2,256,619
	Total 5650 · Transfers	795,387	829,954	-34,567	795,387	829,954	-34,567	3,086,573
5706 · Debt Service								
	5707 · Principal	0	0	0	0	0	0	3,100,000
	5708 · Interest	0	0	0	0	0	0	1,096,176
	5710c · Trustee Fee	750	0	750	750	0	750	9,500
	Total 5706 · Debt Service	750	0	750	750	0	750	4,205,676
6300 · Administration & Overhead								
	6321 · Auditor	0	0	0	0	0	0	20,000
	6333 · Bookkeeping/Accounting	900	900	0	900	900	0	10,800
	6340 · Administration Salaries/Benefit	8,000	8,000	0	8,000	8,000	0	96,000
	6344 · Bond Svcs/Trustee/FA	400	267	133	400	267	133	3,200
	6350 · Office Expense	0	250	-250	0	250	-250	3,000
	6353 · Insurance	0	0	0	0	0	0	1,290
	Total 6300 · Administration & Overhead	9,300	9,417	-117	9,300	9,417	-117	134,290
7000 · Capital Expenditure								
	1709 · Lumpkin I-10 Westview	1,736	0	1,736	1,736	0	1,736	0
	1717 · Town & Country W. Drain/Mobil	855,148	293,333	561,815	855,148	293,333	561,815	3,520,000
	1725 · Parks & Green Space Improv.	5,250	10,417	-5,167	5,250	10,417	-5,167	125,000
	1731A · Detention Basin & W-140 Bridge	2,622	0	2,622	2,622	0	2,622	0
	1732A · N Gessner Drainage & Mobility	5,241	49,758	-44,517	5,241	49,758	-44,517	597,100

July 2018 FYE 2019 Budget based on FYE 2018 numbers.
 FYE 2019 Budget not approved by COH as of 07/31/18.

July 31, 2018

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

	July			Year To Date (1 Month)			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
1734 · W140 Channel Improvements	0	526,250	-526,250	0	526,250	-526,250	6,315,000
1735A · Detention Basin A	525	83,333	-82,808	525	83,333	-82,808	1,000,000
1738 · T&C Way Partners, LLC	0	0	0	0	0	0	1,649,593
1738A · Memorial Dr Drain & Mobility 1	28,107	33,333	-5,226	28,107	33,333	-5,226	400,000
1738B · Memorial Dr Drain & Mobility 2	0	4,167	-4,167	0	4,167	-4,167	50,000
1799 · Concrete Panel Replace Program	0	2,917	-2,917	0	2,917	-2,917	35,000
Total 7000 · Capital Expenditure	898,629	1,003,508	-104,879	898,629	1,003,508	-104,879	13,691,693
Total Expense	1,718,896	1,857,046	-138,150	1,718,896	1,857,046	-138,150	21,298,232
Net Income	14,211,003	14,745,109	-534,106	14,211,003	14,745,109	-534,106	72,037,811

July 2018 FYE 2019 Budget based on FYE 2018 numbers.
 FYE 2019 Budget not approved by COH as of 07/31/18.

July 31, 2018

ALLEN BOONE HUMPHRIES ROBINSON LLP

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

August 22, 2018

MEMORIAL CITY REDEVELOPMENT AUTHORITY

Client/Matter: MEM001-01
 Statement Number: 97466
 Billing Attorney: Jessica Biddle Carr

General

REMITTANCE PAGE

Fees for services posted through August 10, 2018 4,200.00
 Expenses and Other Items posted through August 10, 2018 25.40
Total Amount Due: \$4,225.40

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

Code # 6320
 8/22/2018



ALLEN BOONE HUMPHRIES ROBINSON LLP

TXSWP#D 74381731

August 22, 2018

MEMORIAL CITY REDEVELOPMENT AUTHORITY

Ms. Michelle Lofton
 ETI Bookkeeping Services
 17111 Rolling Creek Drive, Suite 110
 Houston, TX 77080

Client/Matter: MEM001-01
 Statement Number: 97466
 Billing Attorney: Jessica Biddle Carr

General

Professional Fees
 Fees for services posted through August 10, 2018, as follows:

Date	Professional	Hour
07/17/18	Jessica Biddle Carr	1.50
07/23/18	Jessica Biddle Carr	0.25
07/24/18	Jessica Biddle Carr	0.50
07/25/18	Jessica Biddle Carr	0.25
07/27/18	Jessica Biddle Carr	0.25
07/31/18	Jessica Biddle Carr	3.75
08/03/18	Jessica Biddle Carr	0.25
08/03/18	Jessica Biddle Carr	0.50

Total Task Hours: 7.25
 Total Task Amount: \$3,808.25

Public Information Requests

08/02/18	Jessica Biddle Carr	0.50
08/03/18	Jessica Biddle Carr	0.25

Total Task Hours: 0.75

Allen Boone Humphries Robinson LLP

August 22, 2018

Memorial City Redevelopment Authority
MEM001-01

Page: 2
97486
Statement Number:

Total Task Amount: \$393.75
Total Fees: \$4,200.00

Expenses and Other Items

Expenses and Other Items posted through August 10, 2018, as follows:

07/17/18	JBC	Mileage expense.	11.99
07/31/18	JBC	Mileage expense.	11.99
08/01/18	JBC	Postage.	1.42
Total Expenses and Other Items:			25.40

TASK FEE BREAKDOWN

General	Hours	Amount
Public Information Requests	7.25	3,808.25
	0.75	393.75

Total Fees: \$ 4,200.00
Total Expenses and Other Items: \$ 25.40
Total Amount Due: \$ 4,225.40

ALLEN BOONE HUMPHRIES ROBINSON LLP

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

August 22, 2018

MEMORIAL CITY REDEVELOPMENT AUTHORITY

Client/Matter: MEM001-03
Statement Number: 97487
Billing Attorney: Jessica Biddle Carr

Projects

REMITTANCE PAGE

Fees for services posted through August 10, 2018 2,382.50
Expenses and Other Items posted through August 10, 2018 0.00
Total Amount Due: \$2,382.50

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

Allen Boone Humphries Robinson LLP
PO Box 4348
Department 90
Houston, TX 77210-4348

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

Code 97486
8/22/2018



Allen Boone Humphries Robinson LLP

August 22, 2018



ALLEN BOONE HUMPHRIES ROBINSON LLP

Telephone 713-3897171

August 22, 2018

MEMORIAL CITY REDEVELOPMENT AUTHORITY

Ms. Michelle Lofton
ETI Bookkeeping Services
17111 Rolling Creek Drive, Suite 110
Houston, TX 77090

Client/Member: MEM001-03
Statement Number: 87467
Billing Attorney: Jessica Biddle Carr

Projects

Professional Fees

Fees for services posted through August 10, 2018, as follows:

Date	Professional	Hours
07/16/18	SBMSA detention # 1735 Jessica Biddle Carr	0.25
07/19/18	Jessica Biddle Carr	0.25
07/24/18	Jessica Biddle Carr	0.25
08/09/18	Jessica Biddle Carr	0.25

Total Task Hours: 1.00
Total Task Amount: \$525.00

Town & Country W. Drain/Mobil - 1717 # 1717

07/19/18	Jessica Biddle Carr	0.50
07/20/18	Jessica Biddle Carr	0.25
07/21/18	Jessica Biddle Carr	0.25
07/25/18	Jessica Biddle Carr	0.25
07/26/18	Jessica Biddle Carr	0.25
07/30/18	Jessica Biddle Carr	0.25

Total Task Hours: 2.50
Total Task Amount: \$1,837.50

Allen Boone Humphries Robinson LLP

August 22, 2018

Memorial City Redevelopment Authority
MEM001-03

Statement Number: 87467
Page: 2

08/06/18	Jessica Biddle Carr	Telephone conferences with Scott Bean regarding cost sharing agreement.	0.25
08/09/18	Jessica Biddle Carr	Telephone conference with Clayton Bruner; draft cost sharing agreement with TrammelCrew for electrical improvements; exchange of emails with Colton Beardmore regarding the same.	1.00
08/10/18	Jessica Biddle Carr	Exchange of emails with Colton Beardmore regarding cost sharing agreement; forward invoices to Trammel Crowe; exchange of emails with Taylor Moffatt.	0.50

Total Task Hours: 3.50
Total Task Amount: \$1,837.50
Total Fees: \$2,382.50

TASK FEE BREAKDOWN

SBMSA detention # 1735
Town & Country W. Drain/Mobil - 1717 # 1717

Total Expenses and Other Items: \$ 2,382.50
Total Amount Due: \$ 2,382.50

Allen Boone Humphries Robinson LLP

August 22, 2018

BLANKROME

717 TEXAS AVENUE
 SUITE 1400
 HOUSTON, TEXAS 77002
 (713) 228-8901 FAX (713) 228-8666
 FEDERAL TAX ID. NO. 23-1511874

INVOICE DATE
 MATTER NO.
 INVOICE NO.

AUGUST 02, 2018
 148316-00680 02732
 1756381

MEMORIAL CITY REDEVELOPMENT AUTHORITY AND
 REINVESTMENT ZONE NUMBER 17, CITY OF HOUSTON,
 TEXAS
 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. 4:16-CV-01458, RESIDENTS AGAINST FLOODING,
 HOUSTON, TEXAS, ET AL. IN THE UNITED STATES DISTRICT
 COURT FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON
 DIVISION

DATE	INVOICE	AMOUNT	CREDITS	BALANCE
06/12/18	1745391	3,257.50	0.00	1,248.00
07/03/18	1749711	630.00	(2,408.50)	630.00
BALANCE FORWARD				
FOR LEGAL SERVICES RENDERED THROUGH 07/31/18				
CURRENT INVOICE TOTAL				\$ 105.00
TOTAL AMOUNT DUE				\$ 1,978.00

ACH / WIRE

BANK NAME: Citizens Bank
 ADDRESS: Philadelphia, PA
 ACCOUNT TITLE: Blank Rome LLP
 ACCOUNT NUMBER: 6238669326
 ABA NUMBER: 036076150 (Domestic)
 SWIFT CODE: CTZIUS33 (international)

MAIL

Blank Rome LLP
 Attn: Finance Department
 One Logan Square
 130 North 18th Street
 Philadelphia, PA 19103-6998

PA 19103-6998 NEW YORK NEWBERRY DELAWARE WASHINGTON, DC

Code # 6323
 8/20/2018

Equi-Tax Inc.

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

Invoice

DATE	INVOICE #
8/1/2018	52797

BILL TO
 TRKZ No. 17 - Memorial City RDA
 c/o ETI Bookkeeping Services
 Suite 108
 17111 Rolling Creek Drive
 Houston TX 77090

DESCRIPTION	AMOUNT
Monthly Consultant Services fee per Contract	400.00

Invoice emailed to Michelle Lofton at ETI Bookkeeping Services at
 blp1@etiaccounting.com
 and to Scott Bean at scott@haweshill.com and Linda Clayton
 lclayton@haweshill.com at Hawes Hill

Total \$400.00



Code # 6333
 8/20/2018

ETI Bookkeeping Services
 PO BOX 73109
 Houston, TX 77273

Invoice

Date	Invoice #
8/1/2018	8302

Bill To TRIZ 17 Redevelopment Authority P.O. Box 73109 Houston, Texas 77273
--

Description	Qty	Rate	Amount
Bookkeeping		900.00	900.00
Annual Records Retention Fee		321.67	321.67

Total	51,221.67
Payments/Credits	90.00
Balance Due	51,221.67



Code # 6333
 8/20/2018



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 3005
Houston, TX 77055
T: 713-266-6980

ACH/Wire Payments can be sent to:
First National Bank
Account: 110390778
Routing: 10400016

Scott Bean
Memorial City Redevelopment Authority, TRZ 17
9410 Long Point Dr., Suite #150
Houston, TX 77055

August 16, 2018
Invoice No: 120-11972-006-4

Professional Services through August 10, 2018

Project Name	Original Contract Amount	Total To Date	Previously Invoiced To Date	Current Payment Due	Remaining Fee
Preliminary MMCP Grant Investigation	\$70,000.00	\$70,000.00	\$42,000.00	\$10,500.00	\$17,500.00
Total	\$70,000.00	\$70,000.00	\$42,000.00	\$10,500.00	\$17,500.00

CURRENT PAYMENT DUE THIS INVOICE: \$10,500.00

Billings to Date \$10,500.00
Current \$10,500.00
Total \$21,000.00

Authorized by: Ricky Gray Date: 08/16/18



Code # 6322
8/20/2018



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 3005
Houston, TX 77055
T: 713-266-6980

ACH/Wire Payments can be sent to:
First National Bank
Account: 110390778
Routing: 10400016

Scott Bean
Memorial City Redevelopment Authority, TRZ 17
9410 Long Point Dr., Suite #150
Houston, TX 77055

August 14, 2018
Invoice No: 120-11972-004-18

Professional Services from July 14, 2018 through August 10, 2018

Project Name	Original Contract Amount	Total To Date	Previously Invoiced To Date	Current Payment Due	Remaining Fee
Construction Phase Services	\$40,000.00	\$45,152.23	\$43,542.82	\$1,609.31	\$14,847.77
Construction Mgmt and Inspection Services	\$435,300.00	\$337,174.79	\$292,988.64	\$34,186.15	\$98,125.21
Construction Materials Testing Services	\$206,600.00	\$182,662.24	\$172,995.13	\$10,667.21	\$75,937.66
Total	\$773,900.00	\$564,989.26	\$509,526.69	\$55,462.67	\$188,910.64

CURRENT PAYMENT DUE THIS INVOICE: \$55,462.67

Billings to Date \$55,462.67
Current \$55,462.67
Total \$110,925.34

Authorized by: Ricky Gray Date: 08/16/18

Code # 1717
8/20/2018





**Lockwood, Andrews
& Newnam, Inc.**
A LEC A DAILY COMPANY

PLEASE NOTE NEW MARY ADDRESS!
Please make checks payable to:
Lockwood, Andrews & Newnam, Inc.
PO Box 30065
Houston, TX 77231-0065
7-713-266-6990

ACH/EFT Payments can be sent to:
First National Bank
Account: 11080773
Routing: 10400016

Scott Bean
Memorial City Redevelopment Authority, 1182 17
5510 Long Point Dr., Suite #150
Houston, Texas 77056

August 16, 2018
Invoice No: 170-11972-005-10

Professional Services through 8/15/2018

Account No.	Project Name	Original Contract Amount	Revised Contract Amt	Total Invoiced to Date	Previously Invoiced	Current Contract Due
CP No. 71721A	Memorial Drive Mobility and Safety Program - Phase II (Detailed Design)	\$1,165,700.00	16.7%	\$971,104.76	\$194,355.24	\$180,349.74
						\$14,245.50

CURRENT PAYMENT DUE THIS INVOICE: **\$14,245.50**

Billings to Date
Current: \$14,245.50
Prior: \$180,349.74
Total: \$194,595.24

Authorized by: Ruby Company Date: 08/16/18

Code # 1738A
8/20/2018



SAL ESPARZA, INC.

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

Date	Invoice #
6/29/18	29735

BILL TO
Memorial City Redevelopment Authority, II
Scott Bean, Executive Director
PO Box 22167
Houston, Texas 77227-2167

Quantity	Description	S.O. No.	P.O. No.	Terms	Project
2	LIMPKN BASIN # 1709				867.84
2	BRIAR BRANCH BASIN # 1731A				1,310.80
Balance Due					\$2,178.64

8/20/2018



SAL ESPARZA, INC.

Remit To Address:
PO BOX 50636
HOUSTON, TEXAS 77290
281-442-2983

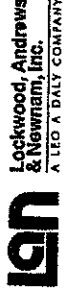
BIA To
Memorial City Redevelopment Authority, TI
Scott Bean, Executive Director
PO Box 22167
Houston, Texas 77227-2167

Date	Invoice #
7/31/18	29736

Quantity	Description	P.O. No.	Terms	Rate	Amount	Project
2	LUMPKIN BASIN # 1709			433.92	867.84	
2	BRIAR BRANCH BASIN # 1731A			655.40	1,310.80	
					Balance Due	\$2,178.64



8/20/2018



August 13, 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. 11

Dear Mr. Bean:

SER Construction Partners, LLC (SER) has submitted estimate No. 11 in the amount of \$778,992.67 for construction services rendered through July 31, 2018.

Based on our review, SER has complied with all requirements stated in the estimate and we recommend payment of \$778,992.67 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,

Ricky Gonzalez
Ricky Gonzalez
Project Manager

RG:rlb

Enclosures: SER Pay Est. No. 11

Code # 1717
8/20/2018



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

PROJECT: TOWN AND COUNTRY RECONSTRUCTION OWNER:
MEMORIAL CITY REDEVELOPMENT AUTHORITY
2925 BRIAR PARK DR.
HOUSTON, TEXAS 77
HARRIS COUNTY

ESTIMATE July 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	10		11	\$14,166.67	\$155,833.34
3	UNIFORMED PEACE OFFICERS	6,500	HR	\$ 30.00	\$195,000.00	273	48.5	321.5	\$1,485.00	\$9,175.00
4	PORTABLE CONCRETE LOW PROFILE TRAFFIC BARRIER INSTALLED	1,000	LF	\$ 23.00	\$ 23,000.00	560		560	\$0.00	\$12,880.00
5	PORTABLE CONCRETE LOW PROFILE TRAFFIC BARRIER MOVED & RESET	1,000	LF	\$ 6.40	\$ 6,400.00	775		775	\$0.00	\$4,960.00
6	TRAFFIC BARRIER REMOVED	1,000	LF	\$ 9.80	\$ 9,800.00	560		560	\$0.00	\$5,488.00
7	INLET PROTECTION BARRIER	1,026	LF	\$ 3.20	\$ 3,283.20	869		869	\$0.00	\$2,780.80
8	SODDING	2,500	SQ	\$ 4.70	\$11,750.00	0		0	\$0.00	\$0.00
9	FILTER FABRIC FENCE	3,924	LF	\$ 2.30	\$ 7,645.20	2785		2785	\$0.00	\$6,405.50
10	TYPE-C MANHOLE ON VAULT-COMPLET	13	EA	\$ 1,008.00	\$13,000.00	12		13	\$1,000.00	\$13,000.00
11	TYPE-C MANHOLE	4	EA	\$ 3,900.00	\$13,200.00	4		4	\$3,300.00	\$16,500.00
12	8'x4' ACCESS DOOR	1	LF	\$ 9,000.00	\$ 9,000.00	1		1	\$0.00	\$9,000.00
13	DIAMETER STORM SEWER REMOVE AND DISPOSE OF 8-INCH	74	LF	\$ 5.00	\$ 444.00	0		0	\$0.00	\$0.00
14	DIAMETER STORM SEWER REMOVE AND DISPOSE OF 10-INCH	11	LF	\$ 6.50	\$ 71.50	0		0	\$0.00	\$0.00
15	DIAMETER STORM SEWER REMOVE AND DISPOSE OF 12-INCH	61	LF	\$ 7.60	\$ 463.60	0		0	\$0.00	\$0.00
16	DIAMETER STORM SEWER REMOVE AND DISPOSE OF 15-INCH	56	LF	\$ 8.80	\$ 492.80	0		0	\$0.00	\$0.00
17	DIAMETER STORM SEWER REMOVE AND DISPOSE OF 18-INCH	55	LF	\$ 9.20	\$ 506.00	252		252	\$0.00	\$2,318.40
18	DIAMETER STORM SEWER REMOVE AND DISPOSE OF 24-INCH	403	LF	\$ 10.70	\$4,312.10	213	40	253	\$428.00	\$2,707.10
19	DIAMETER STORM SEWER REMOVE AND DISPOSE OF 30-INCH	280	LF	\$ 12.10	\$ 3,388.00	55	375	430	\$4,537.50	\$5,203.00
20	DIAMETER STORM SEWER REMOVE AND DISPOSE OF 36-INCH	774	LF	\$ 13.60	\$10,526.40	656		656	\$0.00	\$8,921.60
21	INLETS, ALL TYPES REMOVE AND DISPOSE OF EXISTING	12	EA	\$ 393.00	\$ 4,716.00	11		13	\$786.00	\$5,109.00
22	MANHOLES, ALL TYPES REMOVE AND DISPOSE OF EXISTING	9	EA	\$ 404.60	\$ 3,641.40	10		12	\$809.20	\$4,855.20
23	OPEN-CUT-COMLETE 24-INCH DIAMETER STORM SEWER BY	372	LF	\$ 146.30	\$ 54,423.60	280	55	335	\$8,046.50	\$49,030.50
24	OPEN-CUT-COMLETE 30-INCH DIAMETER STORM SEWER BY	80	LF	\$ 110.20	\$ 8,816.00	0	54	54	\$5,950.80	\$5,950.80
25	OPEN-CUT-COMLETE 36-INCH DIAMETER STORM SEWER BY	25	LF	\$ 194.00	\$ 4,850.00	40		40	\$0.00	\$7,760.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTION
 WBS NO. N-137000-0017-4
 ESTIMATE July 2018

MEMORIAL CITY REDEVELOPMENT AUTHORITY
 2925 BRIAR PARK DR.
 HOUSTON, TEXAS 77
 HARRIS COUNTY

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
25	48-INCH DIAMETER STORM SEWER BY OPEN-CUT-COMLETE	98	LF	\$ 252.60	\$ 24,754.80	117		117	\$0.00	\$29,554.20
27	TYPE C INLET	5	EA	\$ 2,200.00	\$ 11,000.00	3		4	\$2,200.00	\$8,800.00
28	TYPE C INLET WITH EXTENSIONS	3	EA	\$ 3,200.00	\$ 9,600.00	0		3	\$9,600.00	\$9,600.00
29	TYPE C INLET WITH TWO EXTENSIONS	2	EA	\$ 3,500.00	\$ 7,000.00	0		2	\$7,000.00	\$7,000.00
30	TYPE C1 INLET	3	EA	\$ 2,400.00	\$ 7,200.00	2		2	\$0.00	\$6,800.00
31	TYPE B8 INLET	18	EA	\$ 2,000.00	\$ 36,000.00	15		20	\$11,000.00	\$44,000.00
32	27-INCH FLAP GATE, COMPLETE IN PLAC	1	EA	\$ 13,000.00	\$ 13,000.00	1		1	\$0.00	\$13,000.00
	UNDERGROUND DETENTION VAULTS, COMPLETE IN PLACE <i>per change order</i>									
33	no. 1.	1	LS	\$ 3,233,865.00	\$ 3,233,865.00	0.809		0.095	\$574,434.35	\$3,193,865.00
34	ADJUSTING WATER METER VAULT COVER	1	EA	\$ 1,500.00	\$ 1,500.00	0		0	\$0.00	\$0.00
35	TRENCH SAFETY SYSTEMS	270	LF	\$ 0.20	\$ 54.00	25		75	\$10.00	\$15.00
	4-INCH DIAMETER DIP WATER LINE BY TRENCHLESS CONSTRUCTION WITH RESTRAINED JOINTS	25	LF	\$ 167.00	\$ 4,175.00	0		0	\$0.00	\$0.00
37	4-INCH DIAMETER DIP WATER LINE BY TRENCHLESS CONSTRUCTION WITH RESTRAINED JOINTS	25	LF	\$ 145.00	\$ 3,625.00	0		0	\$0.00	\$0.00
38	12-INCH DIAMETER WATER LINE OPEN-CUT CONSTRUCTION	25	LF	\$ 232.00	\$ 5,800.00	0		0	\$0.00	\$0.00
39	12-INCH DIAMETER WATER LINE OPEN-CUT CONSTRUCTION WITH RESTRAINED JOINTS	270	LF	\$ 95.00	\$ 25,520.00	1041		1091	\$4,800.00	\$104,736.00
40	12-INCH DIAMETER WATER LINE BY TRENCHLESS CONSTRUCTION	70	LF	\$ 242.00	\$ 16,940.00	70		70	\$0.00	\$16,940.00
41	12-INCH DIAMETER DIP WATER LINE 20 INCH STEEL CASING BY OPEN-CUT WITH RESTRAINED JOINTS	1,310	LF	\$ 70.00	\$ 91,700.00	663		663	\$0.00	\$46,410.00
42	12-INCH DIAMETER DIP WATER LINE BY TRENCHLESS CONSTRUCTION WITH RESTRAINED JOINTS	40	LF	\$ 158.00	\$ 6,320.00	40		40	\$0.00	\$6,320.00
43	5/8-INCH TO 1-INCH DIAMETER WATERTAPS AND COPPER SERVICE LINE WITH METER BOX, LONG SIDE	260	LF	\$ 126.00	\$ 32,760.00	126		126	\$0.00	\$15,876.00
44	1.5-INCH TO 2-INCH DIAMETER WATERTAPS AND COPPER SERVICE LINE WITH METER BOX, LONG SIDE	5	EA	\$ 1,500.00	\$ 7,500.00	0		0	\$0.00	\$0.00
45	4-INCH DIAMETER WIET CONNECTION	2	EA	\$ 500.00	\$ 1,000.00	3		3	\$0.00	\$6,705.00
46	4-INCH DIAMETER WIET CONNECTION	1	EA	\$ 600.00	\$ 600.00	1		1	\$0.00	\$500.00
47	6-INCH DIAMETER WIET CONNECTION	3	EA	\$ 600.00	\$ 1,800.00	0		0	\$0.00	\$0.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTION
 WBS NO. N-137000-0017-4

MEMORIAL CITY REDEVELOPMENT AUTHORITY
 2925 BRIAR PARK DR.
 HOUSTON, TEXAS 77
 HARRIS COUNTY

ESTIMATE July 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
48	8-INCH DIAMETER WET CONNECTION	3	EA	\$ 3,000.00	\$ 9,000.00	2	2	2	\$0.00	\$9,000.00
49	12-INCH DIAMETER WET CONNECTION	1	EA	\$ 3,600.00	\$ 3,600.00	1	1	1	\$0.00	\$3,600.00
	CUT, PLUG AND ABANDON EXISTING 4-									
50	12-INCH DIAMETER WATER LINE	2	EA	\$ 230.00	\$ 460.00	1	1	1	\$0.00	\$230.00
	CUT, PLUG AND ABANDON EXISTING 8-									
51	12-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	1	1	1	\$0.00	\$120.00
	CUT, PLUG AND ABANDON EXISTING 6-									
53	12-INCH DIAMETER WATER LINE	3	EA	\$ 300.00	\$ 900.00	2	2	2	\$0.00	\$900.00
	CUT, PLUG AND ABANDON EXISTING									
54	12-INCH DIAMETER WATER LINE	2	EA	\$ 500.00	\$ 1,000.00	2	2	2	\$0.00	\$1,000.00
	PLUG & CLAMP PROPOSED 12-INCH									
55	12-INCH DIAMETER WATER LINE	1	EA	\$ 480.00	\$ 480.00	0	0	0	\$0.00	\$0.00
56	FIRE HYDRANT ASSEMBLY, ALL DEPTHS.	7	EA	\$ 3,800.00	\$ 26,600.00	6	6	6	\$0.00	\$23,800.00
	6-INCH DIAMETER FIRE HYDRANT									
57	BRANCH BY OPEN-CUT	35	LF	\$ 65.50	\$ 2,292.50	35	35	35	\$0.00	\$2,292.50
58	REMOVE AND SALVAGE EXISTING FIRE H	4	EA	\$ 560.00	\$ 2,240.00	2	2	1	\$560.00	\$1,680.00
	12-INCH BY 12-INCH DIAMETER TAP,									
59	SLEEVE AND VALVE	1	EA	\$ 9,500.00	\$ 9,500.00	1	1	1	\$0.00	\$9,500.00
	16-INCH BY 12-INCH DIAMETER TAP,									
60	SLEEVE AND VALVE	1	EA	\$ 10,000.00	\$ 10,000.00	1	1	1	\$0.00	\$10,000.00
	STORM VAULTS CORING (SANITARY									
61	SEWER CASING INSTALLATION)	11	EA	\$ 1,000.00	\$ 11,000.00	10	10	10	\$0.00	\$10,000.00
62	4-FOOT DIAMETER PRECAST SANITARY	11	EA	\$ 2,000.00	\$ 22,000.00	9	9	2	\$4,000.00	\$22,000.00
	EXTRA DEPTH, 4-FOOT DIAMETER									
63	PRECAST SANITARY MANHOLE	21	VL	\$ 165.00	\$ 3,465.00	21	21	21	\$0.00	\$3,465.00
	MANHOLE DROPS 8-INCH DIAMETER, A									
64	MANHOLE DROPS 12-INCH DIAMETER,	4	EA	\$ 500.00	\$ 2,000.00	4	4	4	\$0.00	\$2,000.00
	MANHOLE DROPS 12-INCH DIAMETER,									
65	REMOVE AND DISPOSE 8-INCH SANITARY	1	EA	\$ 800.00	\$ 800.00	0	0	1	\$800.00	\$800.00
66	REMOVE AND DISPOSE 8-INCH SANITARY	545	LF	\$ 17.00	\$ 9,265.00	563	563	563	\$0.00	\$9,265.00
67	REMOVE AND DISPOSE 10-INCH SANITARY	270	LF	\$ 20.00	\$ 5,400.00	271	271	271	\$0.00	\$5,400.00
	REMOVE AND DISPOSE OF EXISTING									
68	SANITARY MANHOLE	9	EA	\$ 400.00	\$ 3,600.00	6	6	6	\$0.00	\$2,400.00
	ABANDON AND FILL MANHOLE									
69	ABANDON AND FILL MANHOLE	1	EA	\$ 600.00	\$ 600.00	0	0	0	\$0.00	\$0.00
	ABANDON AND FILL 8-INCH DIAMETER									
70	ABANDON AND FILL 8-INCH DIAMETER	35	LF	\$ 12.00	\$ 420.00	0	0	0	\$0.00	\$0.00
	ABANDON AND FILL 12-INCH DIAMETER									
71	ABANDON AND FILL 12-INCH DIAMETER	490	LF	\$ 20.00	\$ 9,800.00	0	0	0	\$0.00	\$0.00
	TRENCH SAFETY SYSTEMS									
72	TRENCH SAFETY SYSTEMS	1,540	LF	\$ 0.20	\$ 308.00	358	358	358	\$0.00	\$71.60
	6-INCH SANITARY SEWER PIPE IN 12-									
73	INCH STEEL CASING BY OPEN-CUT	70	LF	\$ 140.00	\$ 9,800.00	0	0	0	\$0.00	\$0.00
	10-INCH SANITARY SEWER PIPE IN 20-									
74	INCH STEEL CASING BY OPEN-CUT	15	LF	\$ 200.00	\$ 3,000.00	15	15	15	\$0.00	\$3,000.00
	18-INCH SANITARY SEWER BY OPEN-CUT									
75	18-INCH SANITARY SEWER BY OPEN-CUT	400	LF	\$ 100.00	\$ 40,000.00	412	412	412	\$0.00	\$41,200.00
	8-INCH PRESSURE RATED SANITARY									
76	SEWER BY OPEN-CUT	90	LF	\$ 108.00	\$ 9,720.00	90	90	112	\$5,616.00	\$12,096.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTIO OWNER:
 WBS NO. N-117000-0017-4
 ESTIMATE July 2018

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

MEMORIAL CITY REDEVELOPMENT AUTHORITY
 2925 BRIAR PARK DR.
 HOUSTON, TEXAS 77
 HARRIS COUNTY

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
	18-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
77		255	LF	\$ 122.00	\$ 31,110.00	288	288	288	\$0.00	\$35,196.00
78	12-INCH SANITARY SEWER BY OPEN-CUT	280	LF	\$ 164.00	\$ 45,920.00	534	534	534	\$0.00	\$87,576.00
79	12-INCH PRESSURE RATED SANITARY SEWER BY OPEN-CUT	285	LF	\$ 160.00	\$ 45,600.00	0	0	0	\$0.00	\$0.00
80	18-INCH SANITARY SEWER LEADS	120	LF	\$ 78.00	\$ 9,360.00	18	18	18	\$0.00	\$1,404.00
81	TEMPORARY ASPHALT	1,000	SY	\$ 64.00	\$ 64,000.00	1249.95	1249.95	1249.95	\$0.00	\$79,986.80
82		1,200	SY	\$ 66.00	\$ 79,200.00	635.45	635.45	635.45	\$0.00	\$41,939.70
83	REMOVE AND DISPOSE OF REINFORCED CONCRETE PAVEMENT	6,250	SY	\$ 6.40	\$ 40,000.00	6250	6250	6250	\$0.00	\$40,000.00
84	REMOVE AND DISPOSE OF ASPHALT WITH OR WITHOUT ASPHALT OVERLAY	2,000	SY	\$ 6.50	\$ 13,000.00	2000	2000	2000	\$0.00	\$13,000.00
85	PARKING LOT INCLUDING SUBGRADE (EXTENSION ROAD)	950	SY	\$ 57.60	\$ 54,720.00	0	0	0	\$0.00	\$0.00
86	REMOVE AND REPLACE BRICK PAVERS	650	SY	\$ 11.60	\$ 7,540.00	372.25	372.25	372.25	\$0.00	\$4,318.10
87	REMOVE AND DISPOSE OF DRIVEWAYS (ALL MATERIALS, ALL THICKNESSES)	600	SY	\$ 8.80	\$ 5,280.00	271.11	271.11	271.11	\$0.00	\$2,385.77
88	REMOVE AND DISPOSE OF SIDEWALKS (ALL MATERIALS, ALL THICKNESSES)	2,235	CY	\$ 21.00	\$ 46,935.00	0	0	0	\$0.00	\$0.00
89	ROADWAY BORROW	4,040	CY	\$ 21.00	\$ 84,840.00	4040	4040	4040	\$0.00	\$84,840.00
90	ROADWAY EXCAVATION	1,350	LF	\$ 2.00	\$ 2,700.00	1350	1350	1350	\$0.00	\$2,700.00
91	REMOVE CONCRETE CURB, ALL HEIGHTS	4,000	LF	\$ 3.40	\$ 13,600.00	1691	1691	1691	\$2,444.60	\$8,194.00
92	CONCRETE CURB (ALL FINISHES, 6 INCHES AND GREATER)	255	LF	\$ 3.40	\$ 867.00	0	236	236	\$802.40	\$802.40
93	CONCRETE CURB (10" TO 24")	110	LF	\$ 80.00	\$ 8,800.00	95	95	95	\$0.00	\$7,600.00
94	LIME/FLY-ASH STABILIZED SUBGRADE	10,400	SY	\$ 5.70	\$ 59,280.00	6259.83	6259.83	6259.83	\$0.00	\$35,681.03
95	LIME FOR LIME STABILIZED SUBGRADE	200	TON	\$ 171.10	\$ 34,220.00	154.95	154.95	154.95	\$0.00	\$26,511.95
96	ROUNDABOUT PAVERS	2,210	SF	\$ 14.20	\$ 31,382.00	0	0	0	\$0.00	\$0.00
97	CROSS-WALK ACCENT PAVERS	2,250	SF	\$ 14.40	\$ 32,400.00	0	0	0	\$0.00	\$0.00
98	7 INCH HIGH EARLY STRENGTH CONCRETE DRIVEWAY, INCLUDING EXCAVATION AND BASE	6,300	SF	\$ 10.00	\$ 63,000.00	6043.2	6043.2	6043.2	\$0.00	\$60,432.00
99	10-INCH REINFORCED CONCRETE PAVEMENT	7,950	SY	\$ 62.50	\$ 496,875.00	4918.45	4918.45	4918.45	\$0.00	\$307,409.13
100	10-INCH REINFORCED CONCRETE PAVEMENT (HIGH EARLY STRENGTH)	1,300	SY	\$ 70.00	\$ 91,000.00	1397.69	1397.69	1397.69	\$0.00	\$97,838.30

PROJECT: TOWN AND COUNTRY RECONSTRUCTION
 WBS NO. N-TL7000-0017-4
 ESTIMATE July 2023

MEMORIAL CITY REDEVELOPMENT AUTHORITY
 2925 BRIAR PARK DR.
 HOUSTON, TEXAS 771
 HARRIS COUNTY

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
102	10-INCH CONTINUOUSLY REINFORCED CONCRETE PAVEMENT (TXDOT) HIGH EARLY STRENGTH)	400	SY	\$ 75.00	\$ 30,000.00	436.83	0	436.83	\$0.00	\$32,762.25
103	6-INCH CEMENT STABILIZED BASE (TXDOT)	350	SY	\$ 24.00	\$ 8,400.00	285	0	285	\$0.00	\$6,840.00
104	6-INCH LIME TREATED SUBGRADE (TXDOT)	350	SY	\$ 10.00	\$ 3,500.00	435	0	435	\$0.00	\$4,350.00
105	TRANSFER DRIVE	1042	LF	\$ 9.00	\$ 9,378.00	1223.86	0	1223.86	\$0.00	\$11,014.74
106	HORIZONTAL DOWELS-ALL LENGTHS	520	EA	\$ 7.40	\$ 3,848.00	1191	0	1191	\$0.00	\$8,823.40
107	SAW-CUT CONCRETE PAVEMENT (ALL D)	480	LF	\$ 15.00	\$ 6,900.00	1901	0	1901	\$0.00	\$28,515.00
108	ADA ACCESSIBLE WHEELCHAIR RAMPS	1,320	SF	\$ 7.30	\$ 9,636.00	2755.5	0	2755.5	\$0.00	\$20,115.15
109	ADA DETECTABLE WARNING PAVERS	11	SY	\$ 40.00	\$ 440.00	0	0	0	\$0.00	\$0.00
110	4-1/2" THICK CONCRETE SIDEWALK	25,000	SF	\$ 6.20	\$ 155,000.00	9277.02	270	9547.02	\$1,674.00	\$59,191.52
111	CONCRETE CURB (ALL FINISHES, BENCHES AND GREATER)	240	LF	\$ 3.40	\$ 816.00	0	240	240	\$816.00	\$816.00
112	7 INCH HIGH EARLY STRENGTH CONCRETE DRIVEWAY, INCLUDING EXCAVATION AND BASE	5,500	SF	\$ 8.30	\$ 45,650.00	7315	0	7315	\$0.00	\$60,714.50
113	ADA ACCESSIBLE WHEELCHAIR RAMPS	50	SF	\$ 10.30	\$ 515.00	51.75	0	51.75	\$0.00	\$533.03
114	4 1/2" THICK CONCRETE SIDEWALK	380	SF	\$ 6.50	\$ 2,470.00	31.5	0	31.5	\$0.00	\$204.75
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 #12 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	FREE 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	1350	700	2050	\$11,650.00	\$44,235.00
125	PAVERS IN CROSSWALKS	9,300	SF	\$ 24.30	\$ 47,190.00	0	0	0	\$0.00	\$0.00
126	CROSSWALK PAVERS EDGE	330	SF	\$ 15.60	\$ 5,148.00	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	300	0	300	\$0.00	\$0.00
130	THREE PAVR 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, INSTALL	1	EA	\$ 3,464.00	\$ 3,464.00	0	0	0	\$0.00	\$0.00
134	CONTROL VALVES WITH BOX, INSTALL	41	EA	\$ 345.00	\$ 14,145.00	0	25	25	\$8,625.00	\$8,625.00
135	POP-UP SPRAY ZONE, COMPLETE	5,000	SF	\$ 8.10	\$ 40,500.00	0	8000	3000	\$24,300.00	\$24,300.00
136	DRIP TUBING ZONE, COMPLETE	16,000	SF	\$ 1.40	\$ 22,400.00	0	9600	9600	\$13,440.00	\$13,440.00
137	IRRIGATION MAINLINE COMPLETE WITH CONTROL WIRE	2,500	LF	\$ 3.10	\$ 7,750.00	0	1500	1500	\$4,650.00	\$4,650.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTION OWNER:
 WBS NO. N-T7000-0017-4

MEMORIAL CITY REDEVELOPMENT AUTHORITY
 2925 BRIAR PARK DR.
 HOUSTON, TEXAS 77
 HARRIS COUNTY

ESTIMATE July 2018

CONTRACTOR:
 SER CONSTRUCTION PARTNERS LLC
 3635 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
138	SLEEVES	2,500	LF	\$ 13.90	\$ 34,750.00	322	2500	2822	\$34,750.00	\$39,225.80
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	\$ 1,000.00	\$ 2,000.00	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	280	EA	\$ 18.70	\$ 5,236.00	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 BUBBINE	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
	CONCRETE SEATWALLS COMPLETE									
152	WITH FOUNDATION	51	LF	\$ 70.20	\$ 3,580.20	0	0	0	\$0.00	\$0.00
	CONCRETE PLANTER WALLS COMPLETE									
153	WITH FOUNDATION	953	LF	\$ 41.60	\$ 39,844.80	0	0	0	\$0.00	\$0.00
154	TYPE "A" PEDESTRAIN LIGHT FIXTURE W/ TYPE "B" CONE ACCENT LIGHT FIXTURE	50	EA	\$ 5,317.60	\$ 265,880.00	13	2	15	\$10,635.20	\$79,764.00
155	W/ACCESSORIES	250	LF	\$ 693.60	\$ 173,400.00	0	0	0	\$0.00	\$0.00
156	2" PVC, SCH. 80 CONDUIT W/PULL BOX	5,000	LF	\$ 9.80	\$ 49,000.00	4821	595	4916	\$5,831.00	\$48,176.80
157	3" PVC, SCH. 80 CONDUIT W/PULL BOX	800	LF	\$ 15.00	\$ 12,000.00	645	0	645	\$0.00	\$9,675.00
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)	3,500	LF	\$ 1.80	\$ 6,300.00	0	0	0	\$0.00	\$0.00
163	SMALL PULL BOX	5	EA	\$ 635.80	\$ 3,179.00	1	0	1	\$0.00	\$635.80
164	LARGE PULL BOX	2	EA	\$ 809.20	\$ 1,618.40	0	0	0	\$0.00	\$0.00
	ELECTRICAL SERVICE DROP W/RISE, W/WEATHERHEAD, CONDUIT, WIRING									
165	AND METER	1	EA	\$ 1,734.00	\$ 1,734.00	0	0.5	0.5	\$867.00	\$867.00
	ELECTRICAL SERVICE ENCLOSURE W/FOUNDATION, GROUNDING, 120/240V PANEL W/BREAKERS, LIGHTING CONTACTORS AND DMX									
166	CONTACTORS	1	EA	\$ 23,470.00	\$ 23,470.00	0.2	0.7	0.9	\$16,429.00	\$21,179.00
167	PLACEMENT OF PERMANENT SIGNS	88	EA	\$ 498.00	\$ 43,824.00	0	0	0	\$0.00	\$0.00
	RAISED REFLECTIVE PAVEMENT									
168	MARKERS, TYPE I-A-A	75	EA	\$ 4.60	\$ 345.00	0	0	0	\$0.00	\$0.00
169	THERMO PLASTIC PAVEMENT MARKING	3,619	LF	\$ 0.90	\$ 3,257.10	0	0	0	\$0.00	\$0.00
170	THERMO PLASTIC PAVEMENT MARKING	2,074	LF	\$ 0.90	\$ 1,866.60	0	0	0	\$0.00	\$0.00

CONTRACTOR:
SER CONSTRUCTION PARTNERS LLC
3556 PASADENA BLVD
PASADENA, TEXAS 77503

PROJECT: TOWN AND COUNTRY RECONSTRUCTION OWNER:
MEMORIAL CITY REDEVELOPMENT AUTHORITY
2925 BRIAR PARK DR.
HOUSTON, TEXAS 77
HARRIS COUNTY

WBS NO. N-117000-0017-4

ESTIMATE July 2018

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
171	THERMOPLASTIC PAVEMENT MARKINGS (V) 24" (SLD)	195	LF	\$ 7.50	\$ 1,470.00	0	0	0	\$0.00	\$0.00
172	THERMOPLASTIC PAVEMENT MARKINGS (V) 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	THERMOPLASTIC PAVEMENT MARKINGS (SOLID YELLOW MEDIAN NOSE)	5	EA	\$ 138.70	\$ 693.50	0	0	0	\$0.00	\$0.00
176	THERMOPLASTIC PAVEMENT MARKING	4	EA	\$ 173.40	\$ 693.60	0	0	0	\$0.00	\$0.00
177	THERMOPLASTIC PAVEMENT MARKING	10	EA	\$ 144.50	\$ 1,445.00	0	0	0	\$0.00	\$0.00
178	REMOVE EXIST. POLE & LIGHT	10	EA	\$ 347.00	\$ 3,470.00	0	0	0	\$0.00	\$0.00
179	PROPOSED POLE FOUNDATIONS	20	EA	\$ 2,200.00	\$ 44,000.00	0	0	0	\$0.00	\$0.00
180	PROPOSED LIGHTING CONDUIT 12-INCH	2,665	LF	\$ 12.10	\$ 32,448.50	740	740	740	\$0.00	\$8,954.00
181	PROPOSED PULL BOXES	5	EA	\$ 400.00	\$ 2,000.00	0	0	0	\$0.00	\$0.00
182	6-INCH LINE STOP	3	EA	\$ 5,500.00	\$ 16,500.00	0	0	0	\$0.00	\$0.00
183	RE-MOBILIZATION/ DE-MOBILIZATION	1	LS	\$ 18,900.00	\$ 18,900.00	0	0	0	\$0.00	\$0.00
184	GROUND WATER TRENCH DEWATERING	1,450	LF	\$ 28.90	\$ 41,905.00	0	0	0	\$0.00	\$0.00
185	EXCAVATION AROUND OBSTRUCTIONS	200	CY	\$ 17.00	\$ 3,400.00	0	0	0	\$0.00	\$0.00
186	EXTRA HAND EXCAVATION	200	CY	\$ 23.10	\$ 4,620.00	0	0	0	\$0.00	\$0.00
187	EXTRA MACHINE EXCAVATION	200	CY	\$ 11.60	\$ 2,320.00	0	0	0	\$0.00	\$0.00
188	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	2,500	CY	\$ 11.60	\$ 29,000.00	0	0	0	\$0.00	\$0.00
190	EXTRA DUCTILE IRON COMPACT FITTING	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 & CLAM CUT & PLUG PROPOSED 4-INCH	3	EA	\$ 147.00	\$ 441.00	0	0	0	\$0.00	\$0.00
194	DIAMETER WATER LINE CUT & PLUS PROPOSED 6-INCH	2	EA	\$ 120.50	\$ 241.00	0	0	0	\$0.00	\$0.00
195	DIAMETER WATER LINE CUT & PLUS PROPOSED 6-INCH	1	EA	\$ 132.00	\$ 132.00	0	0	0	\$0.00	\$0.00
196	EXTRA CEMENT STABILIZED SAND BACK	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	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	TRDOT 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	0.375	1	0.375	\$0.00	\$5,000.00
202	CENTERPOINT STREET LIGHTING	1	LS	\$ 10,000.00	\$ 10,000.00	2,942	2,942	2,942	\$19,274.20	\$95,813.21
									\$0.00	\$29,420.00

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

MEMORIAL CITY REDEVELOPMENT AUTHORITY
 2925 BRIAR PARK DR.
 HOUSTON, TEXAS 77
 HARRIS COUNTY

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

ESTIMATE July 2018

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
	Contract Amount				\$ 8,478,677.80					
	Change Order # 1				\$ (230,135.00)					
	Change Order # 2				\$ 280,000.00					
	Total Contract				\$ 8,528,542.80				\$816,758.42	\$6,065,269.36
	WORK COMPLETED TO DATE				\$6,065,269.36					
	LESS RETAINAGE				\$ 308,263.47					
	TOTAL LESS RETAINAGE				\$ 5,762,005.89					
	ADJUSTMENTS									
	LESS PREVIOUS REQUESTED				\$4,983,013.22					
	AMOUNT DUE THIS MONTH				\$778,992.67					

BREAKDOWN OF ITEM 330-330 DETENTION STRUCTURE

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
32A	3x2 RCB	25	LF	\$ 455.32	\$ 11,382.00	25		25	\$ -	\$ 11,382.00
32B	6x2 RCB	27	LF	\$ 510.00	\$ 13,770.00	27		27	\$ -	\$ 13,770.00
32C	6x4 RCB	15	LF	\$ 560.00	\$ 8,400.00	15		15	\$ -	\$ 8,400.00
32D	6x5 RCB	34	LF	\$ 620.00	\$ 21,080.00	34		34	\$ -	\$ 21,080.00
32E	7x7 RCB	176	LF	\$ 752.00	\$ 132,352.00	176		176	\$ -	\$ 132,352.00
32F	8x7 RCB	202	LF	\$ 821.00	\$ 165,842.00	202		202	\$ -	\$ 165,842.00
32G	8x8 RCB	384	LF	\$ 909.00	\$ 349,056.00	384		384	\$ -	\$ 349,056.00
32H	10x7 RCB	85	LF	\$ 925.00	\$ 78,625.00	85		85	\$ -	\$ 78,625.00
32I	10x8 RCB	423	LF	\$ 946.00	\$ 400,158.00	423		423	\$ -	\$ 400,158.00
32J	10x9 RCB	1294	LF	\$ 959.00	\$ 1,240,546.00	1294		1294	\$ -	\$ 1,240,546.00
32K	10x10 RCB	803	LF	\$ 960.50	\$ 771,281.50	803		803	\$ -	\$ 771,281.50
32L	48" RCP	119	LF	\$ 300.00	\$ 35,700.00	119		119	\$ -	\$ 35,700.00
32M	Trash Screen	1		\$ 5,271.50	\$ 5,271.50	1		1	\$ -	\$ 5,271.50
	SUB TOTAL								\$ -	
	LESS CRT					10%			\$ -	
	TOTAL DUE								\$ -	\$ 3,233,865.00

Work Change Directives
 Work Change Directives
 6" PVC Sleeve 60 lf \$17.58 \$1,054.80
 Remove Trees on Town and Country W/ 1 ls \$6,600.00 \$6,600.00
 Remove Trees on Town and Country Blk 1 ls \$5,000.00 \$5,000.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTO OWNER:
 WAS NO. N-717000-0017-4

MEMORIAL CITY REDEVELOPMENT AUTHORITY
 2925 BRIAR PARK DR.
 HOUSTON, TEXAS 77
 HARRIS COUNTY

ESTIMATE July 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
	Remove Sign # Beltway B	1	ls	\$7,591.03	\$7,591.03					
	Remove Bamboo Shrubs	1	ls	\$2,000.00	\$2,000.00					
	Remove & Relocate Foundation Pole	1	ls	\$7,529.83	\$7,529.83					
	Irrigation Repairs at Driveway	1	ls	\$2,215.00	\$2,215.00					
	Bitumante Driveway	73.15	sf	\$6.08	\$44,548.35					
	M/CW# 10	1		\$16,535.00	\$16,535.00					
	Remove Brick Pavers	428	sq	\$6.40	\$2,739.20	\$19,174.20				
					\$95,833.21					

Document 00642

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: 3838 Pasadena Blvd., Pasadena, TX 77503

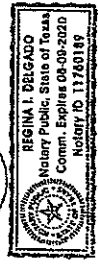
CERTIFICATION

Eric Garza - Project Manager 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: [Signature]
 Eric Garza - Project Manager
 Date: 07/31/2018
 Print or Type Name of Contractor's Representative: Eric Garza
 Date: 07/31/2018
 Notary Public in and for the State of Texas
[Signature]
 Print or Type Name of Notary Public: REGINA I. DELGADO



My Commission Expires: 08-09-2020

00642
02-01-2010

**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 \$ _____ 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 notification 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.

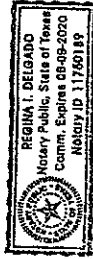
The Contractor warrants that it has already paid or will use the funds received from this progress payment to promptly pay in full, all the Contractor's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced Project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

Date: _____
 SER CONSTRUCTION PARTNERS, LLC,
 a Texas limited liability company
 By: [Signature]
 Name: Eric Garza / Project Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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



Regina I. Delgado
Notary Public, State of Texas

My Commission Expires:
08-09-2020

swa

Work Order # 17
 Date: August 16, 2018
 Invoice No: 174308
 For Period: July
 Project No: RHTS602
 Project Manager: Clayton Bruner

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

Project: Beltway 8 Pedestrian Path Land Amenities - Professional Design Services

WORK PERFORMED:
 Project CD's for TxDOT Issue; Irrigation Design Coordination; Project Meeting with TxDOT; Coordination with TIRZ17 & MMD.
Professional Services from July 1, 2018 to July 31, 2018

Total Fee	35,000.00
Percent Complete	15.00
Total Earned	5,250.00
Previous Fee Billing	0.00
Current Fee Billing	5,250.00
Total Fee	5,250.00

Total Due this Invoice \$5,250.00

Code # 1725
 8/23/2018

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 # 13 CIP T-1738A
 Date: August 17, 2018
 Invoice No: 174348
 For Period: July
 Project No: RHTS503
 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:
 Site Reconnaissance; Design Coordination; Schematic Design; Design Documentation; Review Meetings with TxDOT and MCRDA.
Professional Services from July 1, 2018 to July 31, 2018

Principal	Hours	Rate	Amount
Vick, James	13.00	245.00	3,185.00
Associates	5.00	139.88	699.30
Bruner, Clayton			
Staff			
Oliver, Robert	62.00	88.00	6,126.60

Total Fee Due This Invoice

10,010.50

Total Due this Invoice \$10,010.50

Total Budget:	\$286,820.00
Prior Billed:	\$20,998.80
Current:	\$10,010.50
Billed to Date:	\$31,010.30
Percent Complete:	11%
Remaining Budget:	\$255,809.70

Code # 1738A
 8/21/2018

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 # 12 CIP T-1732A/B
 Date: August 17, 2018
 Invoice No: 174345
 For Period: July
 Project No: RHTS602
 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; 30% Design Review; Prepare 60% Design Submittal.
 Professional Services from July 1, 2018 to July 31, 2018

Principal	Hours	Rate	Amount
Vick, James	10.00	245.00	2,450.00
Staff	12.00	65.88	790.56

Total Fee Due This Invoice

3,240.56

Total Due this invoice

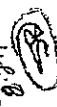
\$3,240.56

Total Budget:	\$243,620.00
Prior Billied:	\$76,515.66
Current:	\$3,240.56
Billed to Date:	\$79,756.21
Percent Complete:	33%
Remaining Budget:	\$163,863.79

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
 8/21/2018



swa

WORK ORDER # 16 CIP T-1717
 Invoice No: August 10, 2018
 174192
 For Period: July
 Project No: RHTS601.B
 Project Manager: Rhett Renitrop

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:
 Construction Phase Services; Plaza Revisions; GFCE & Tree Up Light Documents.
 Professional Services from July 1, 2018 to July 31, 2018

Total Fee	75,420.00	Total Earned	63,352.80
Percent Complete	84.00	Previous Fee Billing	44,487.80
		Current Fee Billing	18,855.00
		Total Fee	18,855.00

Total Due this Invoice

\$18,855.00

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 # 1717
 8/20/2018



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



THE GOODMAN CORPORATION
 THEGOODMANCORP.COM

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

AUSTIN: 911 W. Anderson Lane
 Suite 200
 Austin, TX 78757
 (512) 216-8002

PROGRESS REPORT

Invoice

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

Date: 7/31/2018
 Invoice #: 7-2018-49

Item	Description	Rate	Prior %	Curr %	Amount	Project
Contract Services	Task 1 - Completion of Project Planning Documentation in Support of a Full Grant Application	22,520.50	100%	0.00%	0.00	BUN100
Contract Services	Task 2 - Project Support, Pursuit of Funding, and Grant Application Preparation	16,508.85	75%	10.00%	1,650.85	

Total \$1,650.85
Balance Due \$1,650.85

Code 1738A
 8/20/2018

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

To: Scott Bean, Memorial City Redevelopment Authority Executive Director
 Karen Glynn, P.E., City of Bunker Hill Administrator
 From: Jim Webb
 Date: August 1, 2018
 Re: Pursuit of Funding for Memorial Drive Related Projects (BUN100) - July 2018

Task 1 - Completion of Project Planning Documentation in Support of a Full Grant Application
 Comment: This Task is complete.
 Previous % Complete: 100%
 Current % Complete: 100%

Task 2 - Project Support, Pursuit of Funding, and Grant Application Preparation
 Comment:
 • Coordinate revisions to cost estimates.
 • Update project scope and benefits.
 • Update interlocal agreement.
 Previous % Complete: 75%
 Current % Complete: 85%

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



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

PROGRESS REPORT

Invoice

Bill To
 Ms. Michelle Lottin
 ETT Bookkeeping Services
 P.O. Box 73109
 Houston, TX 77273

Date	7/31/2018
Invoice #	7-2018-11

Item	Description	Rate	P10r %	Terms		Project	
				P10r %	Amount	MCT103	Amount
Continued Services	Task 1 - North Gessner Project Implementation Assistance	20,000.00	10%	10.00%	2,000.00		
Continued Services	Task 2 - Memorial Drive Project Implementation Assistance	103,000.00	8%	2.00%	2,100.00		

Total	\$4,100.00
Balance Due	\$4,100.00

Code: See above
 8/20/2018

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

To: Scott Bean
 From: Jim Webb
 Date: August 1, 2018
 Re: Memorial City Redevelopment Authority Continued Implementation Assistance (MCT103) - July 2018

1 - North Gessner Project Implementation Assistance

Previous % Complete	10%	Current % Complete	20%
---------------------	-----	--------------------	-----

Comment:
 • Coordination with project team regarding utility conflicts and landscaping.
 • Discussion with City of Houston regarding Hazard Mitigation Grant Program (HMGP) submission.
 • Preparation and attendance at 30% utility coordination meeting and project status meeting.
 • Completion of minutes for meetings.
 • Coordination with TIRZ Administrator regarding project design.

2 - Memorial Drive Project Implementation Assistance

Previous % Complete	8%	Current % Complete	10%
---------------------	----	--------------------	-----

Comment:
 • Discussion with City of Houston regarding Hazard Mitigation Grant Program (HMGP) submission.
 • Coordination e-mails with TxDOT regarding Design Summary Report (DSR) meeting.

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



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

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

PROGRESS REPORT

Invoice

Bill To
 Ms. Michelle Lofren
 ETI Bookkeeping Services
 P.O. Box 73109
 Houston, TX 77273

Date
 7/31/2018

Invoice #
 7-2018-12

To: Scott Bean, Executive Director
 From: Stephanie Kirschner
 Date: August 1, 2018
 Re: Environmental Studies for Categorical Exclusion Memorial Drive (Bellway 8 to Tallowood Road) (MCT102) - July 2018

Item	Description	Rate	Prior %	Curr %	Amount	Project
Contract Services	Task 1 - Purpose and Need	1,500.00	0%	0.00%	0.00	MCT102
Contract Services	Task 2 - Alternative Analysis	3,500.00	15%	0.00%	0.00	
Contract Services	Task 3.1 - Socioeconomic Analysis	3,000.00	75%	0.00%	0.00	
Contract Services	Task 3.2 - Water Quality Conditions	1,000.00	50%	10.00%	100.00	
Contract Services	Task 3.3 - Plant Communities and Wildlife Habitat	4,500.00	75%	0.00%	0.00	
Contract Services	Task 3.4 - Waters and Wetlands Identification	1,000.00	50%	0.00%	0.00	
Contract Services	Task 3.5 - Air Quality Assessment	1,000.00	50%	0.00%	0.00	
Contract Services	Task 3.6 - Floodplain Assessment	1,000.00	50%	0.00%	0.00	
Contract Services	Task 3.7 - Cultural Resources Assessment	1,000.00	15%	0.00%	0.00	
Contract Services	Task 3.7a - Historical Resources Analysis	0.00	0%	0.00%	0.00	
Contract Services	Task 3.8 - Hazardous Materials	1,350.00	75%	0.00%	0.00	
Contract Services	Task 3.9 - Historical Identification	1,500.00	5%	0.00%	0.00	
Contract Services	Task 3.9a - Indirect Impacts Assessment	2,000.00	75%	0.00%	0.00	
Contract Services	Task 3.10 - Cumulative Impacts Assessment	2,000.00	75%	0.00%	0.00	
Contract Services	Task 4 - Draft and Final EA	15,000.00	10%	0.00%	0.00	

Total \$100.00

Balance Due \$100.00

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

Code 1738 A
 8/20/2018

Task	Previous % Complete	Current % Complete
1 - Purpose and Need Comment: No activity.	0%	0%
2 - Alternative Analysis Comment: No activity.	15%	15%
3.1 - Socioeconomic Analysis Comment: No activity.	75%	75%
3.2 - Water Quality Conditions Comment: Coordination with TCEQ regarding existing monitoring wells at remediation sites within the proposed project work area. Requested project files, data, and maps from TCEQ project manager. Determination will have to be made with TxDOT and TCEQ as to what wells may have to be replaced post-construction.	50%	60%
3.3 - Plant Communities and Wildlife Habitat Comment: No activity.	75%	75%
3.4 - Waters and Wetlands Identification Comment: No activity.	50%	60%
3.5 - Air Quality Assessment Comment: No activity.	60%	60%
3.6 - Floodplains Assessment Comment: No activity.	60%	60%
3.7 - Cultural Resource Identification	15%	15%

THE GOODMAN CORPORATION

Comment: No activity.		
3.7a – Historical Resource Analysis Comment: No activity.	0%	0%
3.8 – Hazardous Materials Comment: No activity.	75%	75%
3.9 – Historical Resource Identification Comment: No activity.	5%	5%
3.9A – Indirect Impacts Assessment Comment: No activity.	75%	75%
3.10 – Cumulative Impacts Assessment Comment: No activity.	75%	75%
4 – Draft and Final EA Comment: No activity.	10%	10%

RECEIPT

Memorial City Redevelopment Authority (the "Authority") was organized and created by the City of Houston, Texas, to aid, assist and act on behalf of Tax Increment Reinvestment Zone No. 17 (the "Zone"); and

T&C Way Partners, LLC ("Midway") is an owner of land within the Zone; and

The Authority and Midway entered into a Development Agreement (the "Development Agreement") for the purpose of financing the acquisition of land for the construction of street and detention improvements for the extension of Town & Country Way from Town & Country Boulevard west toward Beltway 8 (the "Project"), more particularly described in the developer reimbursement report prepared by McCall Gibson Swedlund Barfoot PLLC dated August 28, 2018, attached hereto (the "Report"); and

Midway has paid certain costs for 0.4959 acres (the "Land") for public improvements as described in the Report and the Development Agreement;

NOW, THEREFORE, Midway acknowledges the receipt of the sum of \$1,771,000.79 (the "Payment") as partial payment under the Development Agreement for funds advanced for the Project described in the Development Agreement and as described in the Report. The Authority is entitled to rely on this Receipt.

Midway represents and warrants that (1) the Payment is for funds advanced under the Development Agreement (2) it is the proper party to whom the payment for the matters reimbursed herein should be paid by the Authority; and (3) that there are no other parties that could claim a right to payment of the reimbursement. IN CONSIDERATION OF THE PAYMENT TO MIDWAY BY THE AUTHORITY AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, AND IN LIGHT OF MIDWAY'S WARRANTY THAT IT IS THE PROPER PARTY TO RECEIVE THE PAYMENT DESCRIBED HEREIN, MIDWAY HEREBY AGREES TO PROTECT, INDEMNIFY, DEFEND, AND HOLD THE AUTHORITY HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, OR LAWSUITS ASSERTED BY ANY PARTY, OR ANY SUCH PARTY'S SUCCESSOR IN INTEREST OR ASSIGNEE, REGARDING THE DEVELOPMENT AGREEMENT AND THE AUTHORITY'S REIMBURSEMENT TO MIDWAY DESCRIBED HEREIN. THIS INDEMNITY AND HOLD HARMLESS AGREEMENT RUNNING IN FAVOR OF THE AUTHORITY IS SPECIFICALLY INTENDED TO COVER ALL COSTS TO THE AUTHORITY OF ANY FUTURE LITIGATION, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, OTHER DEFENSE COSTS, AND THE COSTS OF ENFORCING THE INDEMNITY.

HAWES HILL & ASSOCIATES
LLP



PO Box 22167
Houston TX 77227-2167

8/13/2018

Invoice #: 43015528

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 administration fee, August 2018	\$8,000.00

Total Amount: \$8,000.00

Terms: DUE ON RECEIPT

Hawes Hill & Associates LLP, P.O. Box 22167, Houston, TX 777227-2167
713-595-1200 www.haweshill.com FEIN 76-0565638

Code #1 6340
8/20/2018

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. Receive an Agreed-upon Procedures Report for T&C Way Partners LLC and authorize release of funds.

DRAFT
SUBJECT TO CHANGE

MEMORIAL CITY REDEVELOPMENT AUTHORITY
REPORT ON APPLYING AGREED-UPON PROCEDURES TO
PUBLIC IMPROVEMENT LAND COSTS REIMBURSABLE
TO T&C WAY PARTNERS, LLC (COMPANY)

AUGUST 28, 2018

TABLE OF CONTENTS

DRAFT
SUBJECT TO CHANGE

SCHEDULE

INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING
AGREED-UPON PROCEDURES

SCHEDULE OF PUBLIC IMPROVEMENT LAND COSTS
REIMBURSABLE TO T&C WAY PARTNERS, LLC
(COMPANY)

A

SCHEDULE COMPARING ACTUAL REIMBURSABLE
COSTS WITH ESTIMATES FROM THE DEVELOPMENT
AGREEMENT

B

McCALL GIBSON SWEDLUND BARFOOT PLLC
Certified Public Accountants

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

9600 Great Hills Trail
Suite 150W
Austin, Texas 78759
(512) 610-2209
www.mgsbpllc.com

August 28, 2018

DRAFT
SUBJECT TO CHANGE

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

Independent Accountant's Report
on Applying Agreed-Upon Procedures

We have performed the procedures enumerated below, which were agreed to by the Board of Directors of Memorial City Redevelopment Authority (the "Authority") on the invoices and schedules updated for T&C Way Partners, LLC (the "Company") for funds advanced to the Authority for the purpose of acquiring land for Public Improvements. The responsible parties for this report are the intended users of the report. This agreed-upon procedures engagement is for the purpose of complying with the requirements of the Agreement and was performed solely to assist you in evaluating the reasonableness of those costs. This report is not to be used for any other purpose.

This engagement to apply agreed-upon procedures was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the Board of the Authority or the City of Houston (the "City"). Consequently, we make no representation regarding the sufficiency of the procedures either for the purpose for which this report has been requested or for any other purpose. The procedures performed are summarized as follows:

- A. We reviewed certain schedules and supporting documents submitted on behalf of the Company in substantiation of the costs to be reimbursed. Our review included all documentation supporting items, amounts, and proof of payment for which reimbursement was requested. In addition, we reviewed all agreements provided to us relative to the reimbursement request.

DRAFT
SUBJECT TO CHANGE

- B. We prepared a schedule to calculate interest at the interest rate in the Authority's Development Agreement, and updated the prior report based on the Exchange Agreement and land exchange.
- C. We reviewed the financing agreements and verified payment of the financing costs.
- D. We prepared a reimbursement report for the benefit of the Authority, including the accountant's report and schedule of amounts reimbursable to the Company, and have compared the amounts for approved costs with the actual reimbursable costs to complete the project.

The attached Schedule A, titled "Schedule of Public Improvement Land Costs Reimbursable to T&C Way Partners, LLC (Company)", sets forth their reimbursable costs. This reimbursement is in accordance with the terms and conditions of the Development Agreement between the Authority and the Company dated March 14, 2014. The First Amendment to Development Agreement was dated June 30, 2014.

An Exchange Agreement dated June 13, 2014 between the Authority, SFP Hotel Investors, L.P. and SFP Hotel Partners, L.P., and the First Amendment to Exchange Agreement dated June 30, 2014, provided that 50% of the net sales proceeds would be due to the Company.

Under the Development Agreement, the Company contribution of \$4,500,000 for public improvement land costs was to be reimbursed from available tax increment in the project area. The First Amendment to Exchange Agreement provided a reduction in the amount due to the Developer, resulting in a decrease of principal of \$722,799.66 paid at closing. We originally calculated interest on the principal due as \$499,869.86 at 4.5% through August 31, 2016. A prior year payment of \$880,321.70 included that interest amount and a principal payment of \$380,451.84 for 2016, and \$1,649,592.51 included interest of \$86,429.49 and principal of \$1,563,163.02 for 2017. The adjustment to the prior balance and current interest resulted in current net interest calculation of \$84,545.87, for a total due of \$1,918,131.35. The tax collector indicated the current amount available from tax increment is \$1,771,000.79. The following changes were made to the original schedule:

1. We calculated interest in accordance with the Development Agreement. In that agreement, the interest rate is to be the lesser of 4.5% or the rate of interest imposed by the Company's lender. The Company has indicated that 4.5% is the rate to be used. We adjusted the prior amount to the agreement date, and updated the interest calculation through August 28, 2018. That calculation resulted in an increase of \$84,545.87.

We reviewed the increment calculation provided by the tax collector for the current reimbursement. We have calculated the current reimbursement amount of \$1,771,000.79, applying interest of \$84,545.87 and principal of \$1,686, 454.92. The balance of principal due after the current payment is applied is \$147,130.56.

If the reimbursement is not made on August 28, 2018, we have calculated a per diem of \$226.06 to be added to the amount of interest in the report.

Schedule B compares the actual reimbursable costs due the Company with the Development Agreement estimated land costs. Additional Annual Payments are to be made for 10 years from the effective date based on Project Tax Increment Revenue or until the principal balances reaches zero.

We were not engaged to and did not conduct an audit, the objective of which would be the expression of an opinion on the aforementioned reimbursable costs. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the use of the Board of Directors and is not intended to be and should not be used by anyone other than this specified party. However, this report is a matter of public record and its distribution is not limited. This report should not be associated with the presentation of any financial data of the City or the Authority except to comply with filing requirements as required by the respective agreements.

McCall Gibson Swedlund Barfoot PLLC
Certified Public Accountants
Houston, Texas

MEMORIAL CITY REDEVELOPMENT AUTHORITY
SCHEDULE OF PUBLIC IMPROVEMENT LAND COSTS
REIMBURSABLE TO T&C WAY PARTNERS, LLC (COMPANY)
AUGUST 28, 2018

DRAFT
 SUBJECT TO CHANGE

(SEE ACCOMPANYING DISCLAIMER OF OPINION AND
 EXPLANATION OF AGREED-UPON PROCEDURES PERFORMED)

DESCRIPTION	TOTAL REIMBURSABLE COST
Company Contribution for Public Improvement Land	
0.4959 Acres for Public Improvement	
Extension of Town & Country Way from Town & Country Blvd. west toward Beltway 8	
Amount Paid by Developer March 14, 2014	\$ 4,500,000.00
Exchange Agreement for Land Transfer Settlement August 27, 2014 - Tract C	<u>(722,799.66)</u>
Subtotal	\$ 3,777,200.34
Authority Reimbursement on August 31, 2016	(380,451.84)
Adjust Interest for 2016 Based on Reduced Principal for Tract C Exchange	
Interest Calculated Through August 29, 2017	
Authority Reimbursement on August 29, 2017	(1,563,163.02)
Current Interest Calculated Through August 28, 2018	
TOTAL AMOUNT REIMBURSABLE TO T&C WAY PARTNERS, LLC AS OF AUGUST 28, 2018	\$ 1,833,585.48
Limitation to Available Increment	<u>(147,130.56)</u>
TOTAL AMOUNT PAYABLE TO T&C WAY PARTNERS, LLC AS OF AUGUST 28, 2018	<u>\$ 1,686,454.92</u>

* Interest rate in accordance with the Development Agreement dated March 14, 2014

DRAFT
SUBJECT TO CHANGE

<u>ACCRUED INTEREST AT 4.5%*</u>	<u>TOTAL REIMBURSABLE</u>
\$ 499,869.86	\$ 4,999,869.86
	<u>(722,799.66)</u>
\$ 499,869.86	\$ 4,277,070.20
(499,869.86)	(880,321.70)
(65,586.64)	(65,586.64)
152,016.13	152,016.13
(86,429.49)	(1,649,592.51)
<u>84,545.87</u>	<u>84,545.87</u>
\$ 84,545.87	\$ 1,918,131.35
	<u>(147,130.56)</u>
<u>\$ 84,545.87</u>	<u>\$ 1,771,000.79</u>

MEMORIAL CITY REDEVELOPMENT AUTHORITY
SCHEDULE COMPARING ACTUAL REIMBURSABLE COSTS
WITH ESTIMATES FROM THE DEVELOPMENT AGREEMENT
AUGUST 28, 2018

DRAFT
SUBJECT TO CHANGE

(SEE ACCOMPANYING DISCLAIMER OF OPINION AND
EXPLANATION OF AGREED-UPON PROCEDURES PERFORMED)

<u>DESCRIPTION</u>	<u>ESTIMATED COSTS</u>	<u>ADJUSTMENT FOR LAND EXCHANGE AS OF AUGUST 27, 2014</u>	<u>REIMBURSABLE TO T&C WAY PARTNERS, LLC AS OF AUGUST 31, 2016</u>
PROJECT ITEMS			
Company Contribution for Public Improvement Land Cost	\$ 4,500,000	\$ 722,800	\$ 380,452
Developer Interest			499,870
TOTAL PROJECT ITEMS	\$ 4,500,000	\$ 722,800	\$ 880,322

DRAFT
SUBJECT TO CHANGE

REIMBURSABLE TO T&C WAY PARTNERS, LLC AS OF AUGUST 29, 2017	REIMBURSABLE TO T&C WAY PARTNERS, LLC AS OF AUGUST 28, 2018	ESTIMATED ADDITIONAL COST TO COMPLETE	TOTAL ACTUAL COSTS TO DATE AND ESTIMATED ADDITIONAL COST TO COMPLETE	ACTUAL OVER (UNDER) ESTIMATE
\$ 1,563,163	\$ 1,686,455	\$ 147,130	\$ 4,500,000	\$ -
<u>86,429</u>	<u>84,545</u>	<u>-</u>	<u>670,844</u>	<u>670,844</u>
<u>\$ 1,649,592</u>	<u>\$ 1,771,000</u>	<u>\$ 147,130</u>	<u>\$ 5,170,844</u>	<u>\$ 670,844</u>

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. FY 2019 budget.

CITY OF HOUSTON
 ECONOMIC DEVELOPMENT DIVISION
 FISCAL YEAR 2019 BUDGET PROFILE

Fund Summary
 Fund Name: Memorial City Redevelopment Authority
 TIRZ: 17
 Fund Number: 7565/50

P R O F I L E	Base Year:		1999
	Base Year Taxable Value:	\$	509,671,530
	Projected Taxable Value (TY2018):	\$	3,784,570,901
	Current Taxable Value (TY2017):	\$	3,489,987,281
	Acres:		984.98
	Administrator (Contact):		Scott Bean
Contact Number:		(713) 595-1213	

N A R R A T I V E	Zone Purpose:
	Tax Increment Reinvestment Zone Number Seventeen, City of Houston, Texas was created to provide plans and programs needed to address blighted conditions in the Memorial City area associated with failing infrastructure, lack of utility capacity, increased traffic congestion and declining retail sales resulting from increased competition to older inner-city malls and shopping centers from suburban retail centers.
	Nearing completion of the Town & Country West Drainage and Mobility project.
	Completed final design of W-140-01 Channel Improvements project. The project will be bid as soon as possible.
	Nearing completion of the 60% design drawing phase of Gessner Road reconstruction from Interstate 10 to Long Point Road.
	Continued design work on the reconstruction of Memorial Drive from Beltway 8 to Tallowood, a project that will be 80% grant funded.
	Completed annexation and a grant proposal for the reconstruction of an additional section of Memorial Drive from Tallowood to the city limits; partnered with the City of Bunker Hill village on the grant applicaiton to include the Bunker Hill section of Memorial Drive from the Houston city limits to Gessner.
Continued preliminary design and acquisition work on a detention basin on the south side of Interstate 10 known as Detention Basin A.	

P R O J E C T		Total Plan		Cumulative Expenses (to 6/30/17)		Variance	
P L A N	Capital Projects:						
	Roadway and Sidewalk Improvements	\$	53,429,681	\$	36,323,361	\$	17,106,320
	Public Utility Improvements		120,856,453		35,508,463		85,347,990
	Parks and Recreational Facilities		11,889,119		340,363		11,548,756
			-		-		-
	Total Capital Projects	\$	186,175,253	\$	72,172,187	\$	114,003,066
	Affordable Housing		-		-		-
	School & Education/Cultural Facilities		-		-		-
	Financing Costs		25,000,000		29,071,815		(4,071,815)
	Administration Costs/ Professional Services		-		-		-
	Creation Costs		5,952,851		4,938,309		1,014,542
	Total Project Plan	\$	217,128,104	\$	106,182,311	\$	110,945,793

D E B T	Additional Financial Data		FY2018 Budget	FY2018 Estimate	FY2019 Budget		
		Debt Service	\$	3,649,846	\$	3,649,846	\$
	Principal	\$	2,985,000	\$	2,985,000	\$	3,220,000
	Interest	\$	664,846	\$	664,846	\$	545,751
			Balance as of 6/30/17	Projected Balance as of 6/30/18	Projected Balance as of 6/30/19		
	Year End Outstanding (Principal)						
	Bond Debt	\$	39,325,000	\$	36,340,000	\$	33,120,000
	Bank Loan	\$	-	\$	-	\$	-
	Line of Credit	\$	-	\$	-	\$	-
	Developer Agreement	\$	-	\$	-	\$	-
	Other	\$	-	\$	-	\$	-

CITY OF HOUSTON
 ECONOMIC DEVELOPMENT DIVISION
 FISCAL YEAR 2019 BUDGET DETAIL

Fund Summary
 Fund Name: Memorial City Redevelopment Authority
 TIRZ: 17
 Fund Number: 7565/50

TIRZ Budget Line Items	FY2018 Budget	FY2018 Estimate	FY2019 Budget
RESOURCES			
RESTRICTED Funds - Capital Projects	\$ 25,993,882	\$ 23,516,168	\$ 26,989,028
RESTRICTED Funds - Affordable Housing	\$ -	\$ -	\$ -
RESTRICTED Funds - Bond Debt Service	\$ 4,205,676	\$ 4,366,399	\$ 4,205,676
Beginning Balance	\$ 30,199,558	\$ 27,882,567	\$ 31,194,704
City tax revenue	\$ 16,599,074	\$ 15,907,739	\$ 18,940,967
County tax revenue	\$ -	\$ -	\$ -
Incremental property tax revenue	\$ 16,599,074	\$ 15,907,739	\$ 18,940,967
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Miscellaneous revenue	\$ -	\$ -	\$ -
COH TIRZ interest	\$ -	\$ -	\$ -
Interest Income	\$ 36,969	\$ 36,969	\$ 36,969
Other Interest Income	\$ 36,969	\$ 36,969	\$ 36,969
	\$ -	\$ -	\$ -
	\$ 3,400,000	\$ -	\$ -
Grant Proceeds	\$ 3,400,000	\$ -	\$ -
	\$ -	\$ -	\$ -
Proceeds from Bank Loan	\$ -	\$ -	\$ -
Series 2018	\$ 73,300,000	\$ -	\$ 31,000,000
Contract Revenue Bond Proceeds	\$ 73,300,000	\$ -	\$ 31,000,000
TOTAL AVAILABLE RESOURCES	\$ 123,535,601	\$ 43,827,275	\$ 81,172,640

CITY OF HOUSTON
 ECONOMIC DEVELOPMENT DIVISION
 FISCAL YEAR 2019 BUDGET DETAIL

Fund Summary
 Fund Name: Memorial City Redevelopment Authority
 TIRZ: 17
 Fund Number: 7565/50

TIRZ Budget Line Items	FY2018 Budget	FY2018 Estimate	FY2019 Budget
EXPENDITURES			
Accounting	\$ 10,800	\$ 11,517	\$ 11,500
Administration Salaries & Benefits	\$ 96,000	\$ 96,000	\$ 102,000
Auditor	\$ 20,000	\$ 20,500	\$ 20,500
Bond Services/Trustee/Financial Advisor	\$ 3,200	\$ 4,400	\$ 4,400
Insurance	\$ 1,290	\$ 961	\$ 1,000
Office Administration	\$ 3,000	\$ -	\$ -
TIRZ Administration and Overhead	\$ 134,290	\$ 133,378	\$ 139,400
Engineering Consultants	\$ 20,000	\$ 59,658	\$ 60,000
Legal	\$ 150,000	\$ 68,269	\$ 75,000
Construction Audit	\$ 10,000	\$ 3,250	\$ 5,000
Planning Consultants	\$ -	\$ -	\$ -
Program and Project Consultants	\$ 180,000	\$ 131,177	\$ 140,000
Management consulting services	\$ 314,290	\$ 264,555	\$ 279,400
Capital Expenditures (See CIP Schedule)	\$ 12,042,100	\$ 6,347,443	\$ 17,716,666
TIRZ Capital Expenditures	\$ 12,042,100	\$ 6,347,443	\$ 17,716,666
T&C Way Partners, LLC	\$ 1,649,593	\$ 1,649,593	\$ 1,771,000
MetroNational - Detention & Roadway Construction	\$ -	\$ -	\$ -
Town Center Partners, Ltd	\$ -	\$ -	\$ -
Developer / Project Reimbursements	\$ 1,649,593	\$ 1,649,593	\$ 1,771,000
Bond Debt Service (Series 2008)			
Principal	\$ 490,000	\$ 490,000	\$ 510,000
Interest	\$ 57,405	\$ 57,405	\$ 35,155
Bond Debt Service (Series 2011)			
Principal	\$ 600,000	\$ 600,000	\$ 625,000
Interest	\$ 249,872	\$ 249,872	\$ 227,332
Bond Debt Service (Series 2011A)			
Principal	\$ 1,895,000	\$ 1,895,000	\$ 1,965,000
Interest	\$ 357,569	\$ 357,569	\$ 283,264
Bond Series (Series 2016)			
Principal	\$ 115,000	\$ 115,000	\$ 120,000
Interest	\$ 431,330	\$ 431,330	\$ 428,498
Trustee Fee	\$ 9,500	\$ 9,500	\$ 9,500
Cost of Issuance			
Bond Series (Series 2018)			
Principal	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ 542,421
Cost of Issuance	\$ -	\$ -	\$ -
Bond Series (Series #####)			
Principal	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ -
Cost of Issuance	\$ -	\$ -	\$ -
Loan debt service			
Principal	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ -
Line of Credit			
Principal	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ -
Convenience Fee	\$ -	\$ -	\$ -
System debt service	\$ 4,205,676	\$ 4,205,676	\$ 4,746,170
TOTAL PROJECT COSTS	\$ 18,211,659	\$ 12,467,267	\$ 24,513,236

CITY OF HOUSTON
 ECONOMIC DEVELOPMENT DIVISION
 FISCAL YEAR 2019 BUDGET DETAIL

Fund Summary
 Fund Name: Memorial City Redevelopment Authority
 TIRZ: 17
 Fund Number: 7565/50

TIRZ Budget Line Items	FY2018 Budget	FY2018 Estimate	FY2019 Budget
Payment/transfer to ISD - educational facilities	\$ -	\$ -	\$ -
Adminstration Fees:			
City	\$ 829,954	\$ 795,387	\$ 947,048
County	\$ -	\$ -	\$ -
Affordable Housing:			
City	\$ -	\$ -	\$ -
County	\$ -	\$ -	\$ -
Municipal Services Charge	\$ 2,256,619	\$ 1,766,619	\$ 1,766,619
Municipal Services - Supplemental	\$ -	\$ -	\$ -
Total Transfers	\$ 3,086,573	\$ 2,562,006	\$ 2,713,667
Total Budget	\$ 21,298,232	\$ 15,029,273	\$ 27,226,903
RESTRICTED Funds - Capital Projects	\$ 91,040,370	\$ 26,989,028	\$ 43,640,992
RESTRICTED Funds - Affordable Housing	\$ -	\$ -	\$ -
RESTRICTED Funds - Bond Debt Service	\$ 11,196,999	\$ 4,205,676	\$ 10,304,745
Ending Fund Balance	\$ 102,237,369	\$ 31,194,704	\$ 53,945,737
Total Budget & Ending Fund Balance	\$ 123,535,601	\$ 46,223,977	\$ 81,172,640

Notes:

Council District	CIP No.	Project	Fiscal Year Planned Appropriations							FY19 - FY23 Total	Cumulative Total (To Date)
			Through 2017	Projected 2018	2019	2020	2021	2022	2023		
G	T-1701	Gessner Widening Barryknoll to I-10	\$ 11,029,427	613	-	-	-	-	-	-	11,030,040
A	T-1702	Bunker Hill Widening I-10 to Long Point	\$ 6,099,259	-	-	-	-	-	-	-	6,099,259
A	T-1709	Improvement to Lumpkin from I-10 to Northbrook	\$ 17,505,973	-	-	-	-	-	-	-	17,505,973
G	T-1712	Bunker Hill South of IH 10 Mobility Improvements	\$ 1,857	-	-	-	-	-	-	-	1,857
G	T-1714	Frostwood Drive and Kingsfide Drainage Improvements	\$ 24,023	-	-	400,000	400,000	8,000,000	-	8,800,000	8,824,023
G	T-1715A	Barryknoll East Drainage Improvements	\$ 7,322,178	-	-	-	-	-	-	-	7,322,178
G	T-1715B	Barryknoll West Drainage Improvements	\$ 36,374	-	-	-	-	800,000	2,000,000	2,800,000	2,836,374
G	T-1716	Queensbury Drainage Improvements	\$ 545,086	-	-	-	-	-	-	-	545,086
G	T-1717	Town and Country West Drainage and Mobility Improvements	\$ 3,399,368	5,599,794	4,549,566	-	-	-	-	4,549,566	13,548,728
G	T-1718	Kimberly near Beltway 8 Drainage Improvements	\$ 1,442,725	-	-	-	-	-	-	-	1,442,725
G	T-1719	Kingsfide East Bound at Gessner	\$ 669,167	-	-	-	-	-	-	-	669,167
G	T-1722	Town and Country Blvd. at Queensbury Signalization	\$ 13,065	1,138	-	-	-	-	-	-	14,203
G	T-1724	Gessner at Barryknoll Intersection Improvements	\$ -	-	-	-	-	-	-	-	-
A,G	T-1725	Park and Green Space Improvements	\$ 163,993	5,922	125,000	125,000	100,000	100,000	-	450,000	619,915
G	T-1726	West Bough Roadway Improvements	\$ 5,873	-	-	-	-	-	-	-	5,873
A	T-1727	N. Gessner Preliminary Engineering	\$ 18,699	-	-	-	-	-	-	-	18,699
A	T-1728	Westview and Lumpkin enhanced sidewalk/bus	\$ -	-	-	-	-	-	-	-	-
A	T-1731A	Detention Basin and W-140	\$ 10,564,355	8,356	-	-	-	-	-	-	10,562,710
A	T-1731B	Memorial Drive Drainage and Mobility	\$ -	240	-	-	-	-	-	-	240
A	T-1732A	N. Gessner Drainage and Mobility Improvement, I-10 to Looppoint	\$ 511,969	380,533	217,100	15,121,311	-	-	-	15,338,411	16,230,933
A	T-1732B	N. Gessner Drainage Phase 2 - (combined with T- 1732A)	\$ 72,654	-	-	-	-	-	-	-	72,654
A	T-1733A	N. Witz Drainage and Mobility Improvement - Phase 1	\$ 81,041	-	-	-	-	-	-	-	81,041
A	T-1733B	N. Witz Drainage and Mobility Improvement - Phase 2	\$ 73,280	-	-	-	-	-	-	-	73,280
A	T-1734	W140 Channel Improvements with Bridge and Straes	\$ 1,274,207	140,765	6,315,000	15,741,000	-	-	-	22,055,000	23,470,972
A	T-1734B	Bunker Hill Bridge and Straes (Combined with T-1734)	\$ -	-	-	-	-	-	-	-	-
G	T-1735	Detention Basin A	\$ -	11,026	6,000,000	1,000,000	28,000,000	-	-	35,000,000	35,011,026
G	T-1735A	Detention Basin B	\$ -	-	-	-	-	-	750,000	750,000	750,000
G	T-1738A	Memorial Drive Drainage and Mobility Improvement Project - Phase 1	\$ 335,036	199,057	400,000	21,300,000	-	-	-	21,700,000	22,234,095
G	T-1738B	Memorial Drive Drainage and Mobility Improvement Project - Phase 2**	\$ -	-	50,000	500,000	500,000	12,400,000	-	13,450,000	13,450,000
A,G	T-1739	Regional Drainage Solution Preparatory Engineering**	\$ -	-	-	-	-	-	-	-	-
A,G	T-1740	CIP FORM A	\$ -	-	-	-	-	-	-	-	-
A,G	T-1741	FUTURE CIP PROJECT	\$ -	-	-	-	-	-	-	-	-
A,G	T-1742	FUTURE CIP PROJECT	\$ -	-	-	-	-	-	-	-	-
A,G	T-1766	Concrete Panel Replacement Program	\$ -	-	60,000	60,000	60,000	60,000	60,000	300,000	300,000
Totals			\$ 61,179,599	\$ 6,347,443	\$ 17,716,666	\$ 54,247,311	\$ 29,060,000	\$ 21,360,000	2,810,000	125,199,977	\$ 192,721,019

* NOTE: CIP T-1735 and CIP T-1735A reflects the Memorial City Redevelopment Authority's commitment to the acquisition, design and construction of detention basins to provide drainage solutions in the region.

** NOTE:

Source of Funds	Fiscal Year Planned Appropriations							FY19 - FY23 Total	Cumulative Total (To Date)
	Through 2017	Projected 2018	2019	2020	2021	2022	2023		
TIRZ Funds	61,179,476	6,347,443	17,710,666	37,847,311	6,660,000	11,680,000	2,810,000	76,693,977	144,220,896
City of Houston	-	-	-	-	-	-	-	-	-
Grants	-	-	-	16,400,000	22,400,000	9,700,000	-	48,500,000	48,500,000
Other	-	-	-	-	-	-	-	-	-
Project Total	61,179,476	6,347,443	17,710,666	54,247,311	29,060,000	21,380,000	2,810,000	125,193,977	192,720,896

(123)

Project:	Frostwood Drive and Kingside Drainage Improvements	City Council District	Key Map:		WBS.:	T-1714		
		Location:	G	Geo. Ref.:				
		Served:	G	Neighborhood:	16			
Description:	Storm sewer improvements on Frostwood Drive and Kingside between IH-10 and Gessner. Improvements are intended to provide benefit to study area and adjacent neighborhood.	Operating and Maintenance Costs: (\$ Thousands)						
			2019	2020	2021	2022	2023	Total
		Personnel	-	-	-	-	-	\$ -
		Supplies	-	-	-	-	-	\$ -
		Svcs. & Chgs.	-	-	-	-	-	\$ -
		Capital Outlay	-	-	-	-	-	\$ -
		Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		FTEs						-
Justification:	Drainage improvement needed to adequately convey storm sewer water to a regional detention basin							

Fiscal Year Planned Expenses

Project Allocation	Projected Expenses thru 6/30/17	2018 Budget	2018 Estimate	2019	2020	2021	2022	2023	FY19 - FY23 Total	Cumulative Total (To Date)
Phase										
1 Planning	-	-	-	-	-	-	-	-	\$ -	\$ -
2 Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -
3 Design	23,643	-	-	-	400,000	400,000	-	-	\$ 800,000	\$ 823,643
4 Construction	-	-	-	-	-	-	8,000,000	-	\$ 8,000,000	\$ 8,000,000
5 Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -
6 Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -
7 Other	380	-	-	-	-	-	-	-	\$ -	\$ 380
	-	-	-	-	-	-	-	-	\$ -	\$ -
	-	-	-	-	-	-	-	-	\$ -	\$ -
	-	-	-	-	-	-	-	-	\$ -	\$ -
Other Sub-Total:	380	-	-	-	-	-	-	-	\$ -	\$ 380
Total Allocations	\$ 24,023	\$ -	\$ -	\$ -	\$ 400,000	\$ 400,000	\$ 8,000,000	\$ -	\$ 8,800,000	\$ 8,824,023
Source of Funds										
TIRZ Funds	24,023	-	-	-	400,000	400,000	8,000,000	-	\$ 8,800,000	\$ 8,824,023
City of Houston	-	-	-	-	-	-	-	-	\$ -	\$ -
Grants	-	-	-	-	-	-	-	-	\$ -	\$ -
Other	-	-	-	-	-	-	-	-	\$ -	\$ -
Total Funds	\$ 24,023	\$ -	\$ -	\$ -	\$ 400,000	\$ 400,000	\$ 8,000,000	\$ -	\$ 8,800,000	\$ 8,824,023

*NOTE:

Project:	N. Gessner Drainage and Mobility Improvement, I-10 to Longpoint	City Council District	Key Map:	450W, 490A	WBS.:	T-1732A		
		Location:	A	Geo. Ref.:				
		Served:	A	Neighborhood:			10	
Description:	Reconstruct N. Gessner between IH-10 and Westview with new pavement, improved drainage, and access management mobility improvements. Project includes updated traffic signals at Westview.	Operating and Maintenance Costs: (\$ Thousands)						
Justification:	Documented issues with drainage, mobility, access management, and pavement condition.		2019	2020	2021	2022	2023	Total
		Personnel	-	-	-	-	-	\$ -
		Supplies	-	-	-	-	-	\$ -
		Svcs. & Chgs.	-	-	-	-	-	\$ -
		Capital Outlay	-	-	-	-	-	\$ -
		Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		FTEs						

Fiscal Year Planned Expenses

Project Allocation		Projected Expenses thru 6/30/17	2018 Budget	2018 Estimate	2019	2020	2021	2022	2023	FY19 - FY23 Total	Cumulative Total (To Date)
Phase											
1	Planning	69,204	-	-	-	-	-	-	-	\$ -	\$ 69,204
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -
3	Design	433,954	-	380,533	217,100	150,000	-	-	-	\$ 367,100	\$ 1,181,587
4	Construction	-	4,100,000	-	-	14,971,311	-	-	-	\$ 14,971,311	\$ 14,971,311
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -
7	Other	8,831	-	-	-	-	-	-	-	\$ -	\$ 8,831
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
Other Sub-Total:		8,831	-	-	-	-	-	-	-	\$ -	\$ 8,831
Total Allocations		\$ 511,989	\$ 4,100,000	\$ 380,533	\$ 217,100	\$ 15,121,311	\$ -	\$ -	\$ -	\$ 15,338,411	\$ 16,230,933
Source of Funds											
TIRZ Funds		511,989	4,100,000	380,533	217,100	11,721,311	-	-	-	\$ 11,938,411	\$ 12,830,933
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -
Grants		-	-	-	-	3,400,000	-	-	-	\$ 3,400,000	\$ 3,400,000
Other		-	-	-	-	-	-	-	-	\$ -	\$ -
Total Funds		\$ 511,989	\$ 4,100,000	\$ 380,533	\$ 217,100	\$ 15,121,311	\$ -	\$ -	\$ -	\$ 15,338,411	\$ 16,230,933

*NOTE:

Project: W140 Channel Improvements with Bridge and Straws Straws	City Council District	Key Map:			WBS.:	T-1734	
	Location:	A	Geo. Ref.:				
	Served:	A	Neighborhood:				
Description: W140-01 Channel from Gessner Drive to the Briar Branch Detention Basin to the east.	Operating and Maintenance Costs: (\$ Thousands)						
		2019	2020	2021	2022	2023	Total
Justification: Increase capacity of W140-01 Channel to reduce flooding and street ponding in surrounding areas. Will provide approximately 14 acre feet of new detention capacity to the system.	Personnel	-	-	-	-	-	\$ -
	Supplies	-	-	-	-	-	\$ -
	Svcs. & Chgs.	-	-	-	-	-	\$ -
	Capital Outlay	-	-	-	-	-	\$ -
	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FTEs							

Fiscal Year Planned Expenses

Project Allocation		Projected Expenses thru 6/30/17	2018 Budget	2018 Estimate	2019	2020	2021	2022	2023	FY19 - FY23 Total	Cumulative Total (To Date)
Phase											
1	Planning	-	-	-	-	-	-	-	-	\$ -	\$ -
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -
3	Design	1,260,619	100,000	140,765	130,000	1,250,000	-	-	-	\$ 1,380,000	\$ 2,781,384
4	Construction	-	5,500,000	-	6,185,000	14,391,000	-	-	-	\$ 20,576,000	\$ 20,576,000
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -
7	Other	13,588	-	-	-	100,000	-	-	-	\$ 100,000	\$ 113,588
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
Other Sub-Total:		13,588	-	-	-	100,000	-	-	-	\$ 100,000	\$ 113,588
Total Allocations		\$ 1,274,207	\$ 5,600,000	\$ 140,765	\$ 6,315,000	\$ 15,741,000	\$ -	\$ -	\$ -	\$ 22,056,000	\$ 23,470,972
Source of Funds											
TIRZ Funds		1,274,207	5,600,000	140,765	6,315,000	15,741,000	-	-	-	\$ 22,056,000	\$ 23,470,972
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -
Other		-	-	-	-	-	-	-	-	\$ -	\$ -
Total Funds		\$ 1,274,207	\$ 5,600,000	\$ 140,765	\$ 6,315,000	\$ 15,741,000	\$ -	\$ -	\$ -	\$ 22,056,000	\$ 23,470,972

*NOTE:

Project: Detention Basin A		City Council District		Key Map:				WBS.:		T-1735					
		Location: G		Geo. Ref.:											
		Served: G		Neighborhood:											
Description: Detention Basin A. Project may involve multiple phases.		Operating and Maintenance Costs: (\$ Thousands)													
				2019		2020		2021		2022		2023		Total	
		Personnel		-		-		-		-		-		\$ -	
		Supplies		-		-		-		-		-		\$ -	
Justification: Storm water storage needed for Regional Drainage Study recommendations specific to 100-year flood event. Mitigate flooding in surrounding residential and commercial areas.		Svcs. & Chgs.		-		-		-		-		-		\$ -	
		Capital Outlay		-		-		-		-		-		\$ -	
		Total		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
		FTEs													
Fiscal Year Planned Expenses															
Project Allocation		Projected Expenses thru 6/30/17	2018 Budget	2018 Estimate	2019	2020	2021	2022	2023	FY19 - FY23 Total	Cumulative Total (To Date)				
Phase															
1	Planning	-	1,000,000	11,026	1,000,000	-	-	-	-	\$ 1,000,000	\$ 1,011,026				
2	Acquisition	-	-	-	5,000,000	1,000,000	-	-	-	\$ 6,000,000	\$ 6,000,000				
3	Design	-	-	-	-	-	-	-	-	\$ -	\$ -				
4	Construction	-	-	-	-	-	28,000,000	-	-	\$ 28,000,000	\$ 28,000,000				
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -				
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -				
7	Other	-	-	-	-	-	-	-	-	\$ -	\$ -				
Other Sub-Total:		-	-	-	-	-	-	-	-	\$ -	\$ -				
Total Allocations		\$ -	\$ 1,000,000	\$ 11,026	\$ 6,000,000	\$ 1,000,000	\$ 28,000,000	\$ -	\$ -	\$ 35,000,000	\$ 35,011,026				
Source of Funds															
TIRZ Funds		-	1,000,000	11,026	6,000,000	1,000,000	5,600,000	-	-	\$ 12,600,000	\$ 12,611,026				
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -				
Grants		-	-	-	-	-	22,400,000	-	-	\$ 22,400,000	\$ 22,400,000				
Other		-	-	-	-	-	-	-	-	\$ -	\$ -				
Total Funds		\$ -	\$ 1,000,000	\$ 11,026	\$ 6,000,000	\$ 1,000,000	\$ 28,000,000	\$ -	\$ -	\$ 35,000,000	\$ 35,011,026				

NOTE: CIP T-1735 reflects the Memorial City Redevelopment Authority's commitment to the acquisition, design and construction of detention basins to provide drainage solutions in the region.

Project: Detention Basin B		City Council District		Key Map:						WBS.:		T-1735A	
		Location: G		Geo. Ref.:									
		Served: G		Neighborhood:									
Description: Detention Basin B. Project may involve multiple phases.		Operating and Maintenance Costs: (\$ Thousands)											
			2019	2020	2021	2022	2023	Total					
		Personnel	-	-	-	-	-	-		-			
		Supplies	-	-	-	-	-	-		-			
Justification: Storm water storage needed for Regional Drainage Study recommendations specific to 100-year flood event. Mitigate flooding in surrounding residential and commercial areas.		Svcs. & Chgs.	-	-	-	-	-	-		-			
		Capital Outlay	-	-	-	-	-	-		-			
		Total	\$ -	\$ -	\$ -	\$ -	\$ -	-		-			
		FTEs											
Fiscal Year Planned Expenses													
Project Allocation		Projected Expenses thru 6/30/17	2018 Budget	2018 Estimate	2019	2020	2021	2022	2023	FY19 - FY23 Total	Cumulative Total (To Date)		
Phase													
1	Planning	-	-	-	-	-	-	-	750,000	\$ 750,000	\$ 750,000		
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	-		
3	Design	-	-	-	-	-	-	-	-	\$ -	-		
4	Construction	-	-	-	-	-	-	-	-	\$ -	-		
5	Equipment	-	-	-	-	-	-	-	-	\$ -	-		
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	-		
7	Other	-	-	-	-	-	-	-	-	\$ -	-		
Other Sub-Total:		-	-	-	-	-	-	-	-	\$ -	-		
Total Allocations		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750,000	\$ 750,000	\$ 750,000		
Source of Funds													
TIRZ Funds		-	-	-	-	-	-	-	750,000	\$ 750,000	\$ 750,000		
City of Houston		-	-	-	-	-	-	-	-	\$ -	-		
Grants		-	-	-	-	-	-	-	-	\$ -	-		
Other		-	-	-	-	-	-	-	-	\$ -	-		
Total Funds		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750,000	\$ 750,000	\$ 750,000		

NOTE: CIP T-1735A reflects the Memorial City Redevelopment Authority's commitment to the acquisition, design and construction of detention basins to provide drainage solutions in the region.

Project: Memorial Drive Drainage and Mobility Improvement Project - Phase 1	City Council District		Key Map:		WBS.:	T-1738A	
	Location: G		Geo. Ref.:				
	Served: G		Neighborhood:				
Description: The installation of dual 10'x10' concrete boxes to reduce overland flows to neighboring areas. The rdwy will be improved to curb and gutter w/ raised medians to improve mobility and access management. Wider sidewalks added to promote pedestrian friendly envir	Operating and Maintenance Costs: (\$ Thousands)						
		2019	2020	2021	2022	2023	Total
Justification: Improve Safety, mobility & drainage. Improve rdwy to meet current standards. Drainage improvements to convey storm water to reduce frequent street flooding. Provide 10+ ac-ft detention. Add sidewalks & shared use path. (Drainage - 60% of project cost)	Personnel	-	-	-	-	-	\$ -
	Supplies	-	-	-	-	-	\$ -
	Svcs. & Chgs.	-	-	-	-	-	\$ -
	Capital Outlay	-	-	-	-	-	\$ -
	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FTEs							

Fiscal Year Planned Expenses

Project Allocation		Projected Expenses thru 6/30/17	2018 Budget	2018 Estimate	2019	2020	2021	2022	2023	FY19 - FY23 Total	Cumulative Total (To Date)
Phase											
1	Planning	119,491	-	-	-	-	-	-	-	\$ -	\$ 119,491
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -
3	Design	210,136	1,000,000	199,057	400,000	-	-	-	-	\$ 400,000	\$ 809,193
4	Construction	-	-	-	-	21,300,000	-	-	-	\$ 21,300,000	\$ 21,300,000
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -
7	Other	5,411	-	-	-	-	-	-	-	\$ -	\$ 5,411
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
Other Sub-Total:		5,411	-	-	-	-	-	-	-	\$ -	\$ 5,411

Total Allocations	\$ 335,038	\$ 1,000,000	\$ 199,057	\$ 400,000	\$ 21,300,000	\$ -	\$ -	\$ -	\$ -	\$ 21,700,000	\$ 22,234,095
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Source of Funds											
TIRZ Funds	335,038	1,000,000	199,057	400,000	8,300,000					\$ 8,700,000	\$ 9,234,095
City of Houston	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Grants	-	-	-	-	13,000,000	-	-	-	-	\$ 13,000,000	\$ 13,000,000
Other	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Total Funds	\$ 335,038	\$ 1,000,000	\$ 199,057	\$ 400,000	\$ 21,300,000	\$ -	\$ -	\$ -	\$ -	\$ 21,700,000	\$ 22,234,095

Project: Memorial Drive Drainage and Mobility Improvement Project - Phase 2**	City Council District	Key Map:		WBS.:	T-1738B		
	Location: G	Geo. Ref.:					
	Served: G	Neighborhood:	16				
Description: Flooding and drainage improvements based on recommendations of the Regional Drainage Study to address flooding on the W153-00 and improve mobility and pedestrian safety on Memorial Drive within the boundaries of the TIRZ.	Operating and Maintenance Costs: (\$ Thousands)						
		2019	2020	2021	2022	2023	Total
Justification: Project will improve storm water drainage system and reconstruct Memorial Drive (Tallowood to Bunker Hill City Limits).	Personnel	-	-	-	-	-	\$ -
	Supplies	-	-	-	-	-	\$ -
	Svcs. & Chgs.	-	-	-	-	-	\$ -
	Capital Outlay	-	-	-	-	-	\$ -
	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	FTEs						

Fiscal Year Planned Expenses										
Project Allocation	Projected Expenses thru 6/30/17	2018 Budget	2018 Estimate	2019	2020	2021	2022	2023	FY19 - FY23 Total	Cumulative Total (To Date)
Phase										
1 Planning	-	-	-	50,000	-	-	-	-	\$ 50,000	\$ 50,000
2 Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -
3 Design	-	-	-	-	500,000	500,000	-	-	\$ 1,000,000	\$ 1,000,000
4 Construction	-	-	-	-	-	-	12,400,000	-	\$ 12,400,000	\$ 12,400,000
5 Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -
6 Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -
7 Other	-	-	-	-	-	-	-	-	\$ -	\$ -
	-	-	-	-	-	-	-	-	\$ -	\$ -
	-	-	-	-	-	-	-	-	\$ -	\$ -
	-	-	-	-	-	-	-	-	\$ -	\$ -
Other Sub-Total:	-	-	-	-	-	-	-	-	\$ -	\$ -
Total Allocations	\$ -	\$ -	\$ -	\$ 50,000	\$ 500,000	\$ 500,000	\$ 12,400,000	\$ -	\$ 13,450,000	\$ 13,450,000
Source of Funds										
TIRZ Funds	-	-	-	50,000	500,000	500,000	2,700,000	-	\$ 3,750,000	\$ 3,750,000
City of Houston	-	-	-	-	-	-	-	-	\$ -	\$ -
Grants	-	-	-	-	-	-	9,700,000	-	\$ 9,700,000	\$ 9,700,000
Other	-	-	-	-	-	-	-	-	\$ -	\$ -
Total Funds	\$ -	\$ -	\$ -	\$ 50,000	\$ 500,000	\$ 500,000	\$ 12,400,000	\$ -	\$ 13,450,000	\$ 13,450,000

NOTE:

Project: Concrete Panel Replacement Program		City Council District		Key Map:				WBS.:		T-1799	
		Location: A,G		Geo. Ref.:							
		Served: A,G		Neighborhood:							
Description: Street maintenance program		Operating and Maintenance Costs: (\$ Thousands)									
			2019	2020	2021	2022	2023			Total	
		Personnel	-	-	-	-	-			\$	-
		Supplies	-	-	-	-	-			\$	-
Justification: Mobility improvements to extend life of roads.		Svcs. & Chgs.	-	-	-	-	-			\$	-
		Capital Outlay	-	-	-	-	-			\$	-
		Total	\$ -	\$ -	\$ -	\$ -	\$ -			\$	-
		FTEs									-
Fiscal Year Planned Expenses											
Project Allocation		Projected Expenses thru 6/30/17	2018 Budget	2018 Estimate	2019	2020	2021	2022	2023	FY19 - FY23 Total	Cumulative Total (To Date)
Phase											
1	Planning	-	-	-	-	-	-	-	-	\$ -	\$ -
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -
3	Design	-	-	-	-	-	-	-	-	\$ -	\$ -
4	Construction	-	-	-	-	-	-	-	-	\$ -	\$ -
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -
7	Other	-	-	-	60,000	60,000	60,000	60,000	60,000	\$ 300,000	\$ 300,000
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
Other Sub-Total:		-	-	-	60,000	60,000	60,000	60,000	60,000	\$ 300,000	\$ 300,000
Total Allocations		\$ -	\$ -	\$ -	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 300,000	\$ 300,000
Source of Funds											
TIRZ Funds		-	-	-	60,000	60,000	60,000	60,000	60,000	\$ 300,000	\$ 300,000
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -
Other		-	-	-	-	-	-	-	-	\$ -	\$ -
Total Funds		\$ -	\$ -	\$ -	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 300,000	\$ 300,000

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

7. CIP Committee.

a. Engineering Services Review

b. Receive and consider a Master Professional Services Agreement for professional engineering services from Gauge Engineering LLC

i. Task Order for W140 project bidding and construction management

ii. Task Order for preliminary engineering services on Detention Basin A

iii. Task Order for the Gessner Road Drainage and Mobility project

c. Project update report from LAN:

i. Consider Pay estimate No. 11 from SER Construction Partners, T & C Reconstruction and Drainage Improvements, in the amount of \$778,992.67

d. Project update report from Goodman Corporation

e. Project update report from SWA

**MASTER AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS MASTER AGREEMENT ("Agreement") is made and executed as of the 1st day of August, 2018, by and between **GAUGE ENGINEERING, LLC** (the "Engineer"), and **MEMORIAL CITY REDEVELOPMENT AUTHORITY** (the "Authority"). Pursuant to the terms and conditions set out in this Agreement, the Authority hereby engages Engineer to perform the services described herein ("Services"), and Engineer agrees to perform the Services for the compensation set forth herein.

ARTICLE 1

SERVICES AND AUTHORIZATION

Engineer will provide the engineering, consulting and other professional services as authorized from time to time by written task orders ("Task Orders") issued by Authority and accepted by Engineer, as evidenced by Authority's and Engineer's signatures thereon, which Task Orders are subject to review and approval by the City of Houston. Each Task Order issued by Authority shall clearly state that it is issued pursuant to this Agreement and shall describe the Services to be performed by Engineer, the schedule for performance of the Services, the method of pricing and/or compensation for Services, and such other matters as may be pertinent to the individual authorization. The terms of this Agreement shall supersede any standard or preprinted terms appearing on the face or reverse side of any Task Order. In no event shall any limitations of liability apply to any Task Order except as specifically agreed to in this Agreement.

ARTICLE 2

COMPENSATION

Authority shall compensate the Engineer for services performed in accordance with the pricing method identified in each approved Task Order.

ARTICLE 3

PAYMENTS

Engineer will submit monthly invoices for payment of labor expenditures and reimbursable costs incurred. Payments will be due within forty-five (45) days after receipt of invoices, unless a different time frame is identified in the Task Order or as provided by law. Past due amounts will accrue interest at the rate of one and one-half percent (1.5%) per month until paid, but shall not exceed the maximum rate permitted by the applicable laws of the State where the Services are performed.

ARTICLE 4
PERIOD OF SERVICE

Engineer shall complete the Services within the time period set forth in the Task Order.

ARTICLE 5
CHANGES IN SCOPE OF SERVICES

Authority may, at any time, make changes in the description of Services to be performed under a Task Order. In the event Authority notifies Engineer of its desire to make a change in the Services that may change the cost of performance, Engineer shall, within ten (10) working days after receiving such notice, give Authority notification of any potential change in price for the Services. Equitable adjustments to price and time of performance resulting from Services changes will be negotiated and upon mutual agreement by Authority and Engineer, the Task Order will be modified by a written instrument, signed by both parties, to reflect the changes in Services, price and schedule.

ARTICLE 6
STANDARD OF CARE

All services shall be of good quality and shall be performed in a professional manner. The standard of care for all professional and related engineering services performed or furnished by the Engineer under this Agreement will be the care and skill ordinarily used by members of the Engineer's profession, practicing under similar conditions at the same time and in the same general locality.

ARTICLE 7
INDEMNIFICATION

A. ENGINEER SHALL INDEMNIFY, AND HOLD HARMLESS THE AUTHORITY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS (THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION (AND ALL LOSSES, LIABILITIES, EXPENSES, AND JUDGMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND EXPENSES, COURT COSTS, AND OTHER EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION) OR FROM ANY OTHER LOSS OR CLAIM ARISING FROM THIRD PARTY PERSONAL INJURY OR PROPERTY DAMAGE BROUGHT BY ENGINEER OR ANY OF ENGINEER'S EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, OUTSIDE ADVISORY OR SUPPORT CONSULTANTS, OR REPRESENTATIVES, OR BY ANY THIRD PARTY, BUT ONLY TO THE EXTENT CAUSED BY , THE NEGLIGENT ACTS, ERRORS OR, OMISSIONS, OR

MISCONDUCT OF ENGINEER'S EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, OUTSIDE ADVISORY OR SUPPORT CONSULTANTS, OR REPRESENTATIVES, IN THE PERFORMANCE OF PROFESSIONAL SERVICES.

B. FOR ENGINEER'S NON-PROFESSIONAL NEGLIGENCE, ENGINEER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE INDENMIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION (AND ALL LOSSES, LIABILITIES, EXPENSES, AND JUDGMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND EXPENSES, COURT COSTS, AND OTHER EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION) OR FROM ANY OTHER LOSS OR CLAIM ARISING FROM THIRD PARTY PERSONAL INJURY OR PROPERTY DAMAGE BROUGHT BY ENGINEER OR ANY OF ENGINEER'S EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, OUTSIDE ADVISORY OR SUPPORT CONSULTANTS, OR REPRESENTATIVES, OR BY ANY THIRD PARTY, BUT ONLY TO THE, CAUSED BY THE NEGLIGENT ACTS, ERRORS OR, OMISSIONS, OR MISCONDUCT OF ENGINEER'S EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, OUTSIDE ADVISORY OR SUPPORT CONSULTANTS, OR REPRESENTATIVES.

C. No provision herein shall be construed to increase the Authority's liability as provided and limited under the Texas Tort Claims Act, nor shall any such provision be construed as a waiver to any extent of any governmental immunity that the Authority may have.

**ARTICLE 8
INSURANCE**

A. During the term of this Agreement, Engineer shall, at its sole expense, secure and maintain in force policies of insurance of the following types:

1. Workers' compensation insurance in accordance with the laws of the State of Texas, and Employer's Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease; \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.
2. Commercial General Liability insurance, including coverage for Products/Completed Operation, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/ Advertising Liability, and Bodily Injury and Property Damage with limits of not less than

\$2,000,000 general aggregate limit

\$1,000,000 each occurrence, combined single limit

\$1,000,000	aggregate Products, combined single limit
\$1,000,000	aggregate Personal Injury/ Advertising Liability
\$25,000	Fire Legal Liability
\$5,000	Premises Medical

3. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles, with limits of not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
4. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$1,000,000 each occurrence combined single limit.
5. Professional Liability Insurance with limits not less than \$1,000,000 each claim/annual aggregate.

B. The Engineer shall obtain such insurance from such companies having a Bests rating of B+/VII or better and licensed or approved to transact business in the State of Texas. The Engineer, and not the Authority, shall be responsible for paying the premiums and deductibles, if any, that may from time to time be due under all of the insurance policies required of the Engineer.

C. Engineer shall furnish Authority certificates of insurance evidencing the insurance coverages required in this Article 8. In the event of lapse or cancellation of any required insurance it is hereafter the specific responsibility of the Engineer to notify the Authority immediately and to immediately reinstate the lapsed or cancelled insurance or to purchase replacement insurance that meets the requirements of this Agreement. The Engineer's failure to provide insurance as required hereunder, or the Engineer's failure to supply the required evidence of insurance, or the failure of the Authority to require evidence of insurance or to notify the Engineer of any breach by the Engineer of the requirements of these provisions or deficiencies in the insurance obtained, shall not constitute a waiver by the Authority of any of the these insurance requirements, or a waiver of any other terms and conditions of this Agreement, including the Engineer's obligations to defend, indemnify, and hold harmless the Authority, as required by Article

D. The Indemnified Parties shall be added as additional insureds to all of the insurance coverages required under this Agreement, except professional liability insurance and worker's compensation. Umbrella or Excess Liability insurance shall be written to cover all insured parties, including additional insured parties, to the same extent as provided in the underlying commercial General Liability insurance policy and any endorsements thereto. All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the Authority and the Authority's agents and employees, with the exception of professional liability insurance. In addition, excepting

professional liability, all of the aforesaid policies shall be endorsed to provide that they are primary coverages and not excess of any other insurance available to the Authority, and without rights of contribution or recovery against the Authority or from any such other insurance available to the Authority.

ARTICLE 9
INDEPENDENT CONTRACTOR

The Engineer shall be and shall operate as an independent contractor with respect to the Services performed under this Agreement and shall not be nor operate as an agent or employee of Authority. This Agreement is not intended to be one of hiring under the provisions of a Workers' Compensation statute or other law and shall not be so construed.

ARTICLE 10
PERSONNEL

Engineer agrees that during Engineer's performance of Services hereunder, adequate provision shall be made to staff and retain the services of such competent personnel as may be appropriate or necessary for the performance of the Services. Authority shall have the right to review the personnel assigned by Engineer, and Engineer shall remove any personnel not acceptable to Authority. Engineer may remove personnel assigned to a Task Order without Authority's prior approval, provided the progress of the Services shall not be unreasonably impaired.

ARTICLE 11
OWNERSHIP OF INSTRUMENTS OF SERVICE AND DATA

A. All documents, including original drawings, estimates, specifications, periodic construction progress notes, and data (collectively, the "Documents") shall be the property of the Authority, provided that the Engineer has received full compensation due pursuant to the terms of this Agreement and subject to all of the following terms and conditions. The Engineer agrees that it shall not reuse any portion of the Documents that is unique to the Authority's project or projects for any other client, without the express written consent to the Authority, which consent will not be unreasonably withheld. The Engineer may retain a set of reproducible record copies of the Documents, in consideration of which it mutually agreed that the Authority will use such Documents solely in connection with the project covered by the Agreement and for no other purposes, except with the express written consent of the Engineer, which consent will not be unreasonably withheld. Any use of the Documents without the express written consent of the Engineer shall be at the Authority's sole risk.

B. All materials and information that are the property of Authority and all copies or duplications thereof shall be delivered to Authority by Engineer, if requested by Authority, upon completion of Services. Engineer may retain one complete set of reproducible copies of all of its instruments of service. Notwithstanding anything to the contrary herein, all Intellectual property rights for Engineer's documents shall remain with the Engineer.

ARTICLE 12
PERMITS AND LICENSES

Engineer represents to Authority that it has and will maintain during the performance of the Services under this Agreement any permits or licenses which, under the regulations of federal, state, or local governmental authority, it may be required to maintain in order to perform the Services.

ARTICLE 13
ADHERENCE TO LAWS

Engineer shall adhere to federal, state, and local laws, rules, regulations, and ordinances applicable to performance of the Services hereunder.

ARTICLE 14
**CERTIFICATION OR SEALING OF INSTRUMENTS OF SERVICE BY
PROFESSIONAL ENGINEER**

All specifications, drawings, and other engineering documents that are prepared by Engineer shall be certified or sealed by a registered professional engineer. Such certifications or seals shall be valid for the State of Texas.

ARTICLE 15
FORCE MAJEURE

Any delays in or failure of performance by Engineer or Authority, other than the payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Authority or Engineer, as the case may be, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Authority or Engineer respectively. In the event that any event of force majeure as herein defined occurs, Engineer shall be entitled to a reasonable extension of time for performance of its Services under the affected Task Order.

ARTICLE 16
PROJECT DELAY

If a Task Order calls for provision of Services under a guaranteed maximum price, fixed fee, or stipulated lump sum basis and the Engineer's work on any phase of the Services is extended by one or more force majeure events or other delays not attributable in whole or in part to the fault of Engineer, then the guaranteed maximum price, fixed fee, or stipulated lump sum, as the case may be, shall be equitably adjusted.

ARTICLE 17
DESIGN PHASE SERVICES

If a Task Order includes the furnishing of any Services during design, the following terms will apply:

A. The plans and specifications for the Project shall be subject to the review and approval of the city, county, state and federal agencies having jurisdiction over the Project, including but not limited to the City of Houston, Texas, Harris County Flood Control District, and the Texas Commission on Environmental Quality (the "TCEQ"). The Engineer's work regarding design shall be deemed complete when all approvals are obtained in the form normally supplied by the agency. In the event the drawings and specifications are not approved by an agency because they do not conform to the agency's design criteria in effect at the beginning of the design phase, the Engineer agrees redesign the drawings and specifications to conform to such criteria at no cost to the Authority. If, after construction of the project has begun, an error or omission due to the Engineer's negligence is discovered and the item can still be provided in the sequence of construction without premium to the Authority, the Authority will pay for this item just as if it had been included in the original design documents. If this error or omission is discovered out of sequence with the construction timetable, then the Engineer will pay for the premium to have this item corrected or included, and the Authority will pay for this item as if it had been included in the original documents.

ARTICLE 18
SERVICES RELATED TO BIDDING

If a Task Order includes the furnishing of any Services related to advertisement and bidding, the Engineer shall:

(a) assist the Authority with the advertisement of bids for the project, including preparation and distribution of notices, invitations, bid conditions and pre-qualification forms, and attendance at pre-bid conferences;

(b) assist the Authority in the opening and tabulation of bids for construction of the Project, and consult with the Authority as to the proper action to be taken, based on the engineering considerations involved;

(c) consult with and advise the Authority as to the professional responsibility and acceptability of the bidders and of subcontractors or persons proposed by the bidders, if required; and

(d) assist in the preparation and execution of formal construction contract documents using contract documents previously approved by the Authority (the "Contract Documents").

ARTICLE 19

CONSTRUCTION PHASE SERVICES

If a Task Order includes the furnishing of any Services during construction, the following terms will apply:

A. If Engineer is called upon to observe the work of Authority's construction contractor(s) for the detection of defects or deficiencies in such work, Engineer will endeavor to protect the Authority against defects and deficiencies in the work and to determine in general if the work is proceeding in accordance with the Contract Documents, but the Engineer cannot guarantee the performance of contractors. Engineer shall not review or manage the means, methods, techniques, sequences or procedures utilized by any construction contractor. Engineer shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards.

B. If Engineer is called upon to review submittals from construction contractors, Engineer shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. The Engineer's action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in the Engineer's professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the

construction contractor, all of which remain the responsibility of the construction contractor. The Engineer's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Liability shall remain solely with the Contractor.

C. Engineer shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services, except to the extent that Engineer fails to exercise the usual degree of care and judgment of an ordinary, prudent professional engineer in the same or similar circumstances and conditions.

D. All services performed by others, including construction contractors and their subcontractors, shall be warranted only by such others and not by the Engineer.

E. Engineer's opinions of probable total project costs and/or construction costs, if any, provided as part of the services under the Agreement are made on the basis of Engineer's knowledge, experience and qualifications and represent Engineer's judgment as an experienced professional. Engineer does not guarantee that proposals, bids, or actual total project costs, total construction costs or estimates of quantities will not vary from the opinions provided by Engineer.

ARTICLE 20 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

ARTICLE 21 NOTICES AND/OR COMMUNICATIONS

All notices and/or communications to be given under this Agreement shall be in writing and shall be addressed as follows:

To Engineer

Attention: Muhammad Ali, P.E.
Address: Gauge Engineering, LLC
2500 CityWest Blvd, Suite 300
Houston, Texas 77042

To Authority

Attention: Scott Bean
Address: Hawes Hill & Associates, LLP
P. O. Box 22167
Houston, Texas 77227-2167

With a copy to:

Attention: Jessica Carr
Address: c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

Either party may, by written notice to the other, change the representative or the address to which such notices, certificates, or communications are to be sent.

Any notice or communication required in writing hereunder shall be given by registered, certified, or first class mail (postage required) addressed to the party at its address set forth above. The postmark date of notices sent by mail shall be the date of notice.

ARTICLE 22

WAIVER

Waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way effect, limit, or waive such party's rights thereafter to enforce and compel strict compliance with all the terms and conditions of this Agreement.

ARTICLE 23

SEVERABILITY

Any provision of this Agreement prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.

ARTICLE 24

AMENDMENT

This Agreement may be amended only by a written instrument signed by all parties.

ARTICLE 25

NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

ARTICLE 26
TERMINATION

Either party to this Agreement may terminate this Agreement or any Task Order(s) issued hereunder without cause by giving to the other party thirty (30) days' written notice. Upon delivery of such notice by the Authority to the Engineer, unless the notice states otherwise, the Engineer shall immediately discontinue all services and deliver to the Authority copies of all completed or partially completed designs, drawings, specifications, reports, or any other document prepared by Engineer pursuant to this Agreement within fourteen (14) days of the effective date of termination, at no additional cost to the Authority.

If the Engineer elects to terminate this Agreement or a Task Order(s) issued hereunder, the Authority may, at its election, require the Engineer to complete its services under the outstanding Task Order(s), if Authority is current in paying amounts due and owing to Engineer, or becomes current within the 30 day notice period stated above. Engineer shall not be compelled to enter into additional Task Orders.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

ENGINEER:

GAUGE ENGINEERING, LLC

By: Muhammad Ali 

Title: Principal

AUTHORITY:

**MEMORIAL CITY REDEVELOPMENT
AUTHORITY**

By: _____
Chair, Board of Directors

CITY OF HOUSTON, TEXAS

By _____

Name: _____

Title: _____

Date: _____

Status Report: August 2018

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

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

TIRZ 17

REDEVELOPMENT

AUTHORITY

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

- Placed concrete paving along Town & Country Way.
- Placed sidewalks along Town and Country Blvd. in CityCentre.
- Installed storm sewer inlets along Town & Country Way.
- Both lanes of Town & Country Blvd. and Town & Country Way extension, including round-about are open to traffic.

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 waterlines Install all proposed sanitary sewer lines 	Nov. 2017
Phase 2: Town & Country Blvd	
<ul style="list-style-type: none"> Install storm sewer boxes Reconstruct Town & Country Blvd 	April 2018
Phase 3: Town & Country Way	
<ul style="list-style-type: none"> Install storm sewer boxes Construct new extension road to Beltway 8 Construct western half of roundabout 	May 2018
Phase 4: Roundabout	
<ul style="list-style-type: none"> Install storm sewer boxes Construct eastern half of roundabout Reconstruct Town & Country Way east to Town & Country Lane 	Sep. 2018

Payment Estimates

Original Contract Amount	\$8,478,677.80
Change Order Amount to Date	\$49,865.00
Current Contract Amount	\$8,528,542.80
Previous Payments	\$5,762,005.89
Current Payment Due	\$778,992.67
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



New concrete paving along Town & Country Way—Looking West



New concrete paving along Town & Country Way—Looking East



Retaining wall footing at Town & Country Blvd.



New sidewalk along Town & Country Blvd. in CityCentre



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

August 2018

Project Number: 120-11972-000
Memorial Drive Improvements

Ongoing Activities:

Item	Description
1	Began initial proposed alignment
2	Investigated potential conflicts with private utilities
3	Developed preliminary 10% alignment, typical sections, TCP sequencing
4	Completed Design Summary Report (DSR) & submitted to TXDOT
5	Presented DSR to TxDOT personnel

Project Number: 120-11972-005
Preliminary HMGP Grant Investigations

Ongoing Activities:

Item	Description
1	Coordinated with Costello's office regarding grant application
2	Provided model information to City
3	Assisted City with Notice of Intent (NOI) preparation



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

August 13, 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. 11

Dear Mr. Bean:

SER Construction Partners, LLC (SER) has submitted estimate No. 11 in the amount of \$778,992.67 for construction services rendered through July 31, 2018.

Based on our review, SER has complied with all requirements stated in the estimate and we recommend payment of **\$778,992.67** 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,

Ricky Gonzalez.
Project Manager

RG:rlb

Enclosures: SER Pay Est. No. 11



MEMORIAL CITY REDEVELOPMENT AUTHORITY
Tax Increment Reinvestment Zone No. 17

Estimate No. : 11
 Cut Off Date : 07/31/18
 Estimate Date : 08/13/18

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

Project Name : Town & Country Blvd. and Town & Country Way Reconstr. 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 : 79.73% In Place : 71.12%
 Date Insurance Exp. : 6/8/2019 Drug Policy Due Date: N/A Current M/SBE : 13.55%
 Schedule Update Received : 8/2/2018

CONTRACT TIME IN CALENDAR DAYS

Original Contract Time : 365
 Approved Extensions : 0
 Total Contract Time : 365
 Days Used to Date : 291
 Days Remaining to Date : 74

CONTRACT AMOUNT TO DATE :

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

No	Date	Ext. Days	Amount
1	12/05/2017		(\$230,135.00)
2	07/31/2018		\$280,000.00

Total Approved Extensions 0 Total Change Orders to Date \$49,865.00

- 3. Approved Work Change Directives

No	Date	Ext. Days	Amount

Total Pending Work Change Directives to Date \$0.00

TOTAL CONTRACT AMOUNT (excludes WCDs) \$8,528,542.80

A. EARNINGS TO DATE

- 1. Work Completed to Date 71.54% Complete \$6,065,269.36
- 2. Material Stored on Site \$ 0.00
- 3. Material Stored in Place \$ 0.00
- 4. Balance-Materials Accepted Not in Place \$ 0.00 @ 85% \$0.00
- 5. Work Change Directives - In Place \$0.00

TOTAL EARNINGS TO DATE \$6,065,269.36

B. DEDUCTIONS

- 1. Retainage 5% Of \$6,065,269.36 \$303,263.47
- 2. Retainage Release 0% Of \$6,065,269.36 \$0.00
- 3. Total Retainage \$303,263.47
- 4. Liquidated Damages 0.00 Days @ \$5,000.00 \$0.00
- 5. Assessments \$0.00
- 6. Inspector Overtime Costs \$0.00

TOTAL DEDUCTIONS \$303,263.47

C. AMOUNT DUE THIS PERIOD

- 1. Total Earnings to Date \$6,065,269.36
- 2. Total Deductions \$303,263.47
- 3. Total Payments Due \$5,762,005.89
- 4. Less Previous Payments \$4,983,013.22
- 5. Restoration Adjustment \$0.00

TOTAL AMOUNT DUE CONTRACTOR THIS DATE \$778,992.67

BALANCE REMAINING \$2,413,408.44

Prepared By Richard L. Butler

Reviewed By Ricky Gonzalez 8/13/18
 Date

Approved By: Scott Bean, TIRZ17 Executive Director Date

PROJECT: TOWN AND COUNTRY RECONSTRUCTIO OWNER:
 WBS NO. N-T17000-0017-4
 MEMORIAL CITY REDEVELOPMENT AUTHORITY
 2925 BRIAR PARK DR.
 HOUSTON, TEXAS 77
 HARRIS COUNTY

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

ESTIMATE July 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	10		11	\$14,166.67	\$155,833.34
3	UNIFORMED PEACE OFFICERS	6,500	HR	\$ 30.00	\$ 195,000.00	273		322.5	\$1,485.00	\$9,675.00
4	PORTABLE CONCRETE LOW PROFILE TRAFFIC BARRIER INSTALLED	1,000	LF	\$ 23.00	\$ 23,000.00	560		560	\$0.00	\$12,880.00
5	PORTABLE CONCRETE LOW PROFILE TRAFFIC BARRIER MOVED & RESET	1,000	LF	\$ 6.40	\$ 6,400.00	775		775	\$0.00	\$4,960.00
6	PORTABLE CONCRETE LOW PROFILE TRAFFIC BARRIER REMOVED	1,000	LF	\$ 9.80	\$ 9,800.00	560		560	\$0.00	\$5,488.00
7	INLET PROTECTION BARRIER	1,026	LF	\$ 3.20	\$ 3,283.20	869		869	\$0.00	\$2,780.80
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	2785		2785	\$0.00	\$6,405.50
10	TYPE-C MANHOLE ON VAULT-COMPLET	13	EA	\$ 1,000.00	\$ 13,000.00	12		13	\$1,000.00	\$13,000.00
11	TYPE-C MANHOLE	4	EA	\$ 3,300.00	\$ 13,200.00	4		5	\$3,300.00	\$16,500.00
12	6'X4' ACCESS DOOR	1	LF	\$ 9,000.00	\$ 9,000.00	1		1	\$0.00	\$9,000.00
13	REMOVE AND DISPOSE OF 8-INCH DIAMETER STORM SEWER	74	LF	\$ 6.00	\$ 444.00	0		0	\$0.00	\$0.00
14	REMOVE AND DISPOSE OF 10-INCH DIAMETER STORM SEWER	11	LF	\$ 6.50	\$ 71.50	0		0	\$0.00	\$0.00
15	REMOVE AND DISPOSE OF 12-INCH DIAMETER STORM SEWER	61	LF	\$ 7.60	\$ 463.60	0		0	\$0.00	\$0.00
16	REMOVE AND DISPOSE OF 15-INCH DIAMETER STORM SEWER	56	LF	\$ 8.80	\$ 492.80	0		0	\$0.00	\$0.00
17	REMOVE AND DISPOSE OF 18-INCH DIAMETER STORM SEWER	65	LF	\$ 9.20	\$ 598.00	252		252	\$0.00	\$2,318.40
18	REMOVE AND DISPOSE OF 24-INCH DIAMETER STORM SEWER	403	LF	\$ 10.70	\$ 4,312.10	213		253	\$428.00	\$2,707.10
19	REMOVE AND DISPOSE OF 30-INCH DIAMETER STORM SEWER	280	LF	\$ 12.10	\$ 3,388.00	55		430	\$4,537.50	\$5,203.00
20	REMOVE AND DISPOSE OF 36-INCH DIAMETER STORM SEWER	714	LF	\$ 13.60	\$ 9,710.40	656		656	\$0.00	\$8,921.60
21	REMOVE AND DISPOSE OF EXISTING INLETS, ALL TYPES	12	EA	\$ 399.00	\$ 4,716.00	11		13	\$786.00	\$5,109.00
22	REMOVE AND DISPOSE OF EXISTING MANHOLES, ALL TYPES	9	EA	\$ 404.60	\$ 3,641.40	10		12	\$809.20	\$4,855.20
23	24-INCH DIAMETER STORM SEWER BY OPEN-CUT-COMLETE	372	LF	\$ 146.30	\$ 54,423.60	280		335	\$8,046.50	\$49,010.50
24	30-INCH DIAMETER STORM SEWER BY OPEN-CUT-COMLETE	80	LF	\$ 110.20	\$ 8,816.00	0		54	\$5,950.80	\$5,950.80
25	36-INCH DIAMETER STORM SEWER BY OPEN-CUT-COMLETE	25	LF	\$ 194.00	\$ 4,850.00	40		40	\$0.00	\$7,760.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTIO OWNER:
 WBS NO. N-117000-0017-4
 MEMORIAL CITY REDEVELOPMENT AUTHORITY
 2925 BRIAR PARK DR.
 HOUSTON, TEXAS 77,
 HARRIS COUNTY

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

ESTIMATE July 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-COMLETE	98	LF	\$ 252.60	\$ 24,754.80	117		117	\$0.00	\$29,554.20
27	TYPE C INLET	5	EA	\$ 2,200.00	\$ 11,000.00	3		4	\$2,200.00	\$8,800.00
28	TYPE C INLET WITH EXTENSIONS	3	EA	\$ 3,200.00	\$ 9,600.00	0		3	\$9,600.00	\$9,600.00
29	TYPE C INLET WITH TWO EXTENSIONS	2	EA	\$ 3,500.00	\$ 7,000.00	0		2	\$7,000.00	\$7,000.00
30	TYPE C1 INLET	3	EA	\$ 3,400.00	\$ 10,200.00	2		2	\$0.00	\$6,800.00
31	TYPE BB INLET	18	EA	\$ 2,200.00	\$ 39,600.00	15		20	\$11,000.00	\$44,000.00
32	27-INCH FLAP GATE, COMPLETE IN PLAC UNDERGROUND DETENTION VAULTS, COMPLETE IN PLACE <i>per change order</i>	1	EA	\$ 13,000.00	\$ 13,000.00	1		1	\$0.00	\$13,000.00
33	<i>no 1.</i>	1	LS	\$ 3,233,865.00	\$ 3,233,865.00	0.809		0.095	\$574,434.35	\$3,193,865.00
34	ADJUSTING WATER METER VAULT COVE	1	EA	\$ 1,500.00	\$ 1,500.00	0		0	\$0.00	\$0.00
35	TRENCH SAFETY SYSTEMS	270	LF	\$ 0.20	\$ 54.00	25		75	\$10.00	\$15.00
36	4-INCH DIAMETER DIP WATER LINE BY TRENCHLESS CONSTRUCTION WITH RESTRAINED JOINTS	25	LF	\$ 167.00	\$ 4,175.00	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	\$0.00	\$0.00
38	4-INCH DIAMETER DIP WATER LINE BY TRENCHLESS CONSTRUCTION WITH RESTRAINED JOINTS	25	LF	\$ 232.00	\$ 5,800.00	0		0	\$0.00	\$0.00
39	12-INCH DIAMETER WATER LINE OPEN-CUT CONSTRUCTION	270	LF	\$ 96.00	\$ 25,920.00	1041		1091	\$4,800.00	\$104,736.00
40	12-INCH DIAMETER WATER LINE OPEN-CUT CONSTRUCTION WITH RESTRAINED JOINTS	70	LF	\$ 242.00	\$ 16,940.00	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	\$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	\$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	\$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	\$0.00	\$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	\$0.00	\$6,705.00
46	4-INCH DIAMETER WET CONNECTION	2	EA	\$ 500.00	\$ 1,000.00	1		1	\$0.00	\$500.00
47	16-INCH DIAMETER WET CONNECTION	1	EA	\$ 600.00	\$ 600.00	0		0	\$0.00	\$0.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTION OWNER:
 W85 NO. N-117000-0017-4
 MEMORIAL CITY REDEVELOPMENT AUTHORITY
 2925 BRIAR PARK DR.
 HOUSTON, TEXAS 77
 HARRIS COUNTY

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

ESTIMATE July 2018

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
	8-INCH PRESSURE RATED SANITARY SEWER BY OPEN-CUT WITH									
77	RESTRAINED JOINTS	20	LF	\$ 128.00	\$ 2,560.00	0		0	\$0.00	\$0.00
78	10-INCH SANITARY SEWER BY OPEN-CU	255	LF	\$ 122.00	\$ 31,110.00	288		288	\$0.00	\$35,136.00
79	12-INCH SANITARY SEWER BY OPEN-CU	280	LF	\$ 164.00	\$ 45,920.00	534		534	\$0.00	\$87,576.00
	12-INCH PRESSURE RATED SANITARY SEWER BY OPEN-CUT									
80	SEWER BY OPEN-CUT	285	LF	\$ 160.00	\$ 45,600.00	0		0	\$0.00	\$0.00
81	6-INCH SANITARY SEWER LEADS	120	LF	\$ 78.00	\$ 9,360.00	18		18	\$0.00	\$1,404.00
82	TEMPORARY ASPHALT	1,000	SY	\$ 64.00	\$ 64,000.00	1249.95		1249.95	\$0.00	\$79,956.80
	TEMPORARY ASPHALT ROADWAY (EXTENSION ROAD)									
83		1,200	SY	\$ 66.00	\$ 79,200.00	635.45		635.45	\$0.00	\$41,939.70
	REMOVE AND DISPOSE OF REINFORCED CONCRETE PAVEMENT WITH OR WITHOUT ASPHALT OVERLAY									
84		6,250	SY	\$ 6.40	\$ 40,000.00	6250		6250	\$0.00	\$40,000.00
	PARKING LOT INCLUDING SUBGRADE (EXTENSION ROAD)									
85		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		650	SY	\$ 11.60	\$ 7,540.00	372.25		372.25	\$0.00	\$4,318.10
	REMOVE AND DISPOSE OF SIDEWALKS (ALL MATERIALS, ALL THICKNESSES)									
88		600	SY	\$ 8.80	\$ 5,280.00	271.11		271.11	\$0.00	\$2,385.77
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	4040		4040	\$0.00	\$84,840.00
91	REMOVE CONCRETE CURB, ALL HEIGHTS, CONCRETE CURB (ALL FINISHES, 6 INCHES AND GREATER)	1,350	LF	\$ 2.00	\$ 2,700.00	1350		1350	\$0.00	\$2,700.00
92	CONCRETE CURB 3"	4,000	LF	\$ 3.40	\$ 13,600.00	1691		2410	\$2,444.60	\$8,194.00
93	CONCRETE CURB (TOD WALL 0" TO 24")	255	LF	\$ 3.40	\$ 867.00	0		236	\$802.40	\$802.40
94	CONCRETE CURB (TOD WALL 0" TO 24")	110	LF	\$ 80.00	\$ 8,800.00	95		95	\$0.00	\$7,600.00
95	LIME/FLY-ASH STABILIZED SUBGRADE, 8 INCH	10,400	SY	\$ 5.70	\$ 59,280.00	6259.83		6259.83	\$0.00	\$35,681.03
96	LIME FOR LIME STABILIZED SUBGRADE	200	TON	\$ 171.10	\$ 34,220.00	154.95		154.95	\$0.00	\$26,511.95
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		6,300	SF	\$ 10.00	\$ 63,000.00	6043.2		6043.2	\$0.00	\$60,432.00
100	10-INCH REINFORCED CONCRETE PAVEMENT	7,950	SY	\$ 62.50	\$ 496,875.00	4918.45		4918.45	\$0.00	\$307,403.13
101	10-INCH REINFORCED CONCRETE (PAVEMENT) (HIGH EARLY STRENGTH)	1,300	SY	\$ 70.00	\$ 91,000.00	1397.69		1397.69	\$0.00	\$97,838.30

PROJECT: TOWN AND COUNTRY RECONSTRUCTION OWNER:
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CONTRACTOR:
 SER CONSTRUCTION PARTNERS LLC
 3636 PASADENA BLVD
 PASADENA, TEXAS 77503

ESTIMATE July 2018

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
102	10-INCH CONTINUOUSLY REINFORCED CONCRETE PAVEMENT (TXDOT) HIGH EARLY STRENGTH)	400	SY	\$ 75.00	\$ 30,000.00	436.83		436.83	\$0.00	\$32,762.25
103	6-INCH CEMENT STABILIZED BASE (TXDOT)	350	SY	\$ 24.00	\$ 8,400.00	285		285	\$0.00	\$6,840.00
104	6-INCH LIME TREATED SUBGRADE (TXDOT)	350	SY	\$ 10.00	\$ 3,500.00	435		435	\$0.00	\$4,350.00
105	BOARD EXPANSION JOINT WITH LOAD TRANSFER DEVICE	1042	LF	\$ 9.00	\$ 9,378.00	1223.86		1223.86	\$0.00	\$11,014.74
106	HORIZONTAL DOWELS, ALL LENGTHS	520	EA	\$ 7.40	\$ 3,848.00	1191		1191	\$0.00	\$8,813.40
107	SAW-CUT CONCRETE PAVEMENT ALL D	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	2755.5		2755.5	\$0.00	\$20,115.15
109	ADA DETECTABLE WARNING PAVERS	11	SY	\$ 40.00	\$ 440.00	0		0	\$0.00	\$0.00
110	4 1/2" THICK CONCRETE SIDEWALK CONCRETE CURB (ALL FINISHES,	25,000	SF	\$ 6.20	\$ 155,000.00	9277.02		9547.02	\$1,674.00	\$59,191.52
111	6 INCHES AND GREATER) 7 INCH HIGH EARLY STRENGTH CONCRETE DRIVEWAY, INCLUDING EXCAVATION AND BASE	240	LF	\$ 3.40	\$ 816.00	0		240	\$816.00	\$816.00
112	ADA ACCESSIBLE WHEELCHAIR RAMPS	5,500	SF	\$ 8.30	\$ 45,650.00	7315		7315	\$0.00	\$60,714.50
113	4 1/2" THICK CONCRETE SIDEWALK	50	SF	\$ 10.30	\$ 515.00	51.75		51.75	\$0.00	\$533.03
114	TRENCH DRAIN COMPLETE WITH GRATE	380	SF	\$ 6.50	\$ 2,470.00	31.5		31.5	\$0.00	\$204.75
115	AREA DRAINS IN HARDSCAPE	145	LF	\$ 60.00	\$ 8,700.00	0		0	\$0.00	\$0.00
116	ATRIUM DRAINS IN PLANTING	1	EA	\$ 1,000.00	\$ 1,000.00	0		0	\$0.00	\$0.00
117	ADS N12 PIPE	5	EA	\$ 600.00	\$ 3,000.00	0		0	\$0.00	\$0.00
118	FRENCH DRAIN	450	LF	\$ 44.30	\$ 19,935.00	0		0	\$0.00	\$0.00
119	TREE ROOTBALL DRAINAGE PIPE	175	LF	\$ 31.80	\$ 5,565.00	0		0	\$0.00	\$0.00
120	CURB RAMPS COMPLETE AS DETAILED	19	EA	\$ 45.00	\$ 855.00	0		0	\$0.00	\$0.00
121	12" CONCRETE ACCENT BANDS	44	EA	\$ 1,500.00	\$ 66,000.00	0		0	\$0.00	\$0.00
122	18" CONCRETE ACCENT BANDS	177	LF	\$ 20.00	\$ 3,540.00	0		0	\$0.00	\$0.00
123	PAVERS IN WALKWAYS	42	LF	\$ 30.00	\$ 1,260.00	0		0	\$0.00	\$0.00
124	PAVERS IN CROSSWALKS	1,800	SF	\$ 16.70	\$ 30,060.00	1350		2050	\$11,690.00	\$34,235.00
125	CROSSWALK PAVERS EDGE	3,300	SF	\$ 14.30	\$ 47,190.00	0		0	\$0.00	\$0.00
126	PLAZA PAVERS TYPES 1	350	SF	\$ 15.60	\$ 5,460.00	0		0	\$0.00	\$0.00
127	PLAZA PAVERS TYPES 2	1,900	SF	\$ 16.90	\$ 32,110.00	0		0	\$0.00	\$0.00
128	DETECTABLE PAVERS	1,600	SF	\$ 17.80	\$ 28,480.00	0		0	\$0.00	\$0.00
129	TREE PAVEMENT GRATES	500	SF	\$ 13.80	\$ 6,900.00	100		100	\$0.00	\$1,380.00
130	IRRIGATION SERVICE TAP AND METER	8	EA	\$ 4,000.00	\$ 32,000.00	0		0	\$0.00	\$0.00
131	BACKFLOW DEVICE WITH ENCLOSURE	3	EA	\$ 7,000.00	\$ 21,000.00	0		0	\$0.00	\$0.00
132	CONTROL VALVES WITH BOX, INSTALL	3	EA	\$ 2,312.00	\$ 6,936.00	0		0	\$0.00	\$0.00
133	CONTROL VALVES WITH BOX, COMPLETE	41	EA	\$ 3,464.00	\$ 141,324.00	0		0	\$0.00	\$0.00
134	POP-UP SPRAY ZONE, COMPLETE	5,000	SF	\$ 345.00	\$ 1,725,000.00	0		25	\$8,625.00	\$8,625.00
135	DRIP TUBING ZONE, COMPLETE	15,000	SF	\$ 8.10	\$ 121,500.00	0		3000	\$24,300.00	\$24,300.00
136	IRRIGATION MAINLINE COMPLETE	15,000	SF	\$ 1.40	\$ 21,000.00	0		9600	\$13,440.00	\$13,440.00
137	WITH CONTROL WIRE	2,500	LF	\$ 3.10	\$ 7,750.00	0		1500	\$4,650.00	\$4,650.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTIO OWNER:
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 HARRIS COUNTY

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

ESTIMATE July 2018

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
171	THERMOPLASTIC PAVEMENT MARKINGS (W) 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	THERMOPLASTIC PAVEMENT MARKINGS (SOLID YELLOW MEDIUM NOSE)	5	EA	\$ 138.70	\$ 693.50	0	0	0	\$0.00	\$0.00
176	THERMOPLASTIC PAVEMENT MARKING	4	EA	\$ 173.40	\$ 693.60	0	0	0	\$0.00	\$0.00
177	THERMOPLASTIC PAVEMENT MARKING	10	EA	\$ 144.50	\$ 1,445.00	0	0	0	\$0.00	\$0.00
178	REMOVE EXIST. POLE & LIGHT	10	EA	\$ 347.00	\$ 3,470.00	0	0	0	\$0.00	\$0.00
179	PROPOSED POLE FOUNDATIONS	20	EA	\$ 2,200.00	\$ 44,000.00	0	0	0	\$0.00	\$0.00
180	PROPOSED LIGHTING CONDUIT (2-INCH)	2,685	LF	\$ 12.10	\$ 32,488.50	740	740	740	\$0.00	\$8,954.00
181	PROPOSED PULL BOXES	5	EA	\$ 400.00	\$ 2,000.00	0	0	0	\$0.00	\$0.00
182	8-INCH LINE STOP	3	EA	\$ 5,500.00	\$ 16,500.00	0	0	0	\$0.00	\$0.00
183	RE-MOBILIZATION/ DE-MOBILIZATION	1	LS	\$ 28,900.00	\$ 28,900.00	0	0	0	\$0.00	\$0.00
184	GROUND WATER TRENCH DEWATERING	1,450	LF	\$ 28.90	\$ 41,905.00	0	0	0	\$0.00	\$0.00
185	EXCAVATION AROUND OBSTRUCTIONS	200	CY	\$ 17.00	\$ 3,400.00	0	0	0	\$0.00	\$0.00
186	EXTRA HAND EXCAVATION	200	CY	\$ 23.10	\$ 4,620.00	0	0	0	\$0.00	\$0.00
187	EXTRA MACHINE EXCAVATION	200	CY	\$ 11.60	\$ 2,320.00	0	0	0	\$0.00	\$0.00
188	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	2,500	CY	\$ 11.60	\$ 29,000.00	0	0	0	\$0.00	\$0.00
190	EXTRA DUCTILE IRON COMPACT FITTING	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 & CLAM CUT & PLUG PROPOSED 4-INCH	3	EA	\$ 147.00	\$ 441.00	0	0	0	\$0.00	\$0.00
194	DIAMETER WATER LINE CUT & PLUG PROPOSED 6-INCH	2	EA	\$ 120.50	\$ 241.00	0	0	0	\$0.00	\$0.00
195	DIAMETER WATER LINE	1	EA	\$ 132.00	\$ 132.00	0	0	0	\$0.00	\$0.00
196	EXTRA CEMENT STABILIZED SAND BACK	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	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	0.375	1	1	\$0.00	\$5,000.00
202	CENTERPOINT STREET LIGHTING	1	ls	\$ 10,000.00	\$ 10,000.00	2.942	2.942	2.942	\$0.00	\$29,420.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTIO OWNER:
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 PASADENA, TEXAS 77503

MEMORIAL CITY REDEVELOPMENT AUTHORITY
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 HARRIS COUNTY

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
	Contract Amount				\$ 8,478,677.80					
	Change Order # 1				\$ (230,135.00)					
	Change Order # 2				\$ 280,000.00					
	Total Contract				\$ 8,528,542.80				\$816,758.42	\$6,065,269.36
	WORK COMPLETED TO DATE				\$6,065,269.36					
	LESS RETAINAGE				\$ 303,263.47					
	TOTAL LESS RETAINAGE				\$ 5,762,005.89					
	ADJUSTMENTS									
	LESS PREVIOUS REQUESTED				\$4,983,013.22					
	AMOUNT DUE THIS MONTH				\$778,992.67					

BREAKDOWN OF ITEM 330-330 DETENTION STRUCTURE

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
33A	3x2 RCB	25	LF	\$ 455.32	\$ 11,383.00	25		25	\$ -	\$ 11,383.00
33B	6x2 RCB	27	LF	\$ 510.00	\$ 13,770.00	27		27	\$ -	\$ 13,770.00
33C	6x4 RCB	15	LF	\$ 560.00	\$ 8,400.00	15		15	\$ -	\$ 8,400.00
33D	6x5 RCB	34	LF	\$ 620.00	\$ 21,080.00	34		34	\$ -	\$ 21,080.00
33F	7x7 RCB	176	LF	\$ 752.00	\$ 132,352.00	176		176	\$ -	\$ 132,352.00
33G	8x7 RCB	202	LF	\$ 821.00	\$ 165,842.00	202		202	\$ -	\$ 165,842.00
33H	8x8 RCB	384	LF	\$ 909.00	\$ 349,056.00	384		384	\$ -	\$ 349,056.00
33I	10x7 RCB	85	LF	\$ 925.00	\$ 78,625.00	85		85	\$ -	\$ 78,625.00
33J	10x8 RCB	423	LF	\$ 946.00	\$ 400,158.00	423		423	\$ -	\$ 400,158.00
33K	10x9 RCB	1294	LF	\$ 959.00	\$ 1,240,946.00	1294		1294	\$ -	\$ 1,240,946.00
33L	10x10 RCB	803	LF	\$ 960.50	\$ 771,281.50	803		803	\$ -	\$ 771,281.50
33M	48" RCP	119	LF	\$ 300.00	\$ 35,700.00	119		119	\$ -	\$ 35,700.00
ea	Trash Screen	1		\$ 5,271.50	\$ 5,271.50	1		1	\$ -	\$ 5,271.50
	SUB TOTAL								\$ -	\$ -
	LESS GRT					10%				
	TOTAL DUE								\$ -	\$ -
									\$ 3,233,865.00	\$ 3,233,865.00
										0

Work Change Directives
 Work Change Directives
 6" PVC Sleeve
 Remove Trees on Town and Country W
 Remove Trees on Town and Country Bl
 60 lf \$17.58 \$1,054.80
 1 ls \$6,600.00 \$6,600.00
 1 ls \$5,000.00 \$5,000.00

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ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
	Remove Sign # Beltway 8	1	ls	\$7,591.03	\$7,591.03					
	Remove Bamboo Shrubs	1	ls	\$2,000.00	\$2,000.00					
	Remove & Relocate Foundation Pole	1	ls	\$7,529.83	\$7,529.83					
	Irrigation Repairs at Driveway	1	ls	\$2,215.00	\$2,215.00					
	Borromanite Driveway	7315	sf	\$6.09	\$44,548.35					
	MCM# 10	1		\$16,535.00	\$16,535.00					
	Remove Brick Pavers	428	sy	\$6.40	\$2,739.20	\$19,274.20				
					\$95,813.21					

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

Eric Garza – Project Manager, 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: _____



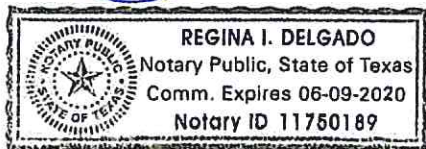
(Signature of Contractor's Representative)

Eric Garza – Project Manager

(Print or Type Name of Contractor's Representative)
07/31/2018

SWORN TO AND SUBSCRIBED before me on:

Date





Notary Public in and for the State of Texas

My Commission Expires: 06-09-2020
Expiration Date

REGINA I DELGADO

Print or Type Name of Notary Public

**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 \$ ----- 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: _____

SER CONSTRUCTION PARTNERS, LLC,
a Texas limited liability company

By: _____

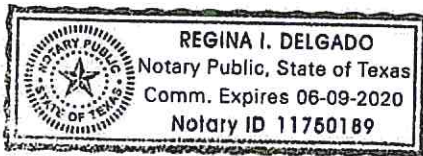
Name: Eric Garza / Project Manager

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

SUBSCRIBED, SWORN TO, AND ACKNOWLEDGED BEFORE ME, BY THE SAID _____ ON THIS _____ DAY OF _____, _____, 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



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
From: Jim Webb
Date: August 1, 2018
Re: Memorial City Redevelopment Authority Continued Implementation Assistance (MCT103) – July 2018

	Previous % Complete	Current % Complete
1 – North Gessner Project Implementation Assistance	10%	20%
Comment:		
<ul style="list-style-type: none"> • Coordination with project team regarding utility conflicts and landscaping. • Discussion with City of Houston regarding Hazard Mitigation Grant Program (HMGP) submission. • Preparation and attendance at 30% utility coordination meeting and project status meeting. • Completion of minutes for meetings. • Coordination with TIRZ Administrator regarding project design. 		
2 – Memorial Drive Project Implementation Assistance	8%	10%
Comment:		
<ul style="list-style-type: none"> • Discussion with City of Houston regarding Hazard Mitigation Grant Program (HMGP) submission. • Coordination e-mails with TxDOT regarding Design Summary Report (DSR) meeting. 		



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PROGRESS REPORT

To: Scott Bean, Executive Director
From: Stephanie Kirschner
Date: August 1, 2018
Re: Environmental Studies for Categorical Exclusion Memorial Drive (Beltway 8 to Tallowood Road) (MCT102) – July 2018

Task	Previous % Complete	Current % Complete
1 – Purpose and Need Comment: No activity.	0%	0%
2 – Alternative Analysis Comment: No activity.	15%	15%
3.1 – Socioeconomic Analysis Comment: No activity.	75%	75%
3.2 – Water Quality Conditions Comment: Coordination with TCEQ regarding existing monitoring wells at remediation sites within the proposed project work area. Requested project files, data, and maps from TCEQ project manager. Determination will have to be made with TxDOT and TCEQ as to what wells may have to be replaced post-construction.	50%	60%
3.3 – Plant Communities and Wildlife Habitat Comment: No activity.	75%	75%
3.4 – Waters and Wetlands Identification Comment: No activity.	50%	50%
3.5 – Air Quality Assessment Comment: No activity.	50%	50%
3.6 – Floodplains Assessment Comment: No activity.	50%	50%
3.7 – Cultural Resource Identification	15%	15%

Comment: No activity.

3.7a – Historical Resource Analysis

0%

0%

Comment: No activity.

3.8 – Hazardous Materials

75%

75%

Comment: No activity.

3.9 – Historical Resource Identification

5%

5%

Comment: No activity.

3.9A – Indirect Impacts Assessment

75%

75%

Comment: No activity.

3.10 – Cumulative Impacts Assessment

75%

75%

Comment: No activity.

4 – Draft and Final EA

10%

10%

Comment: No activity.

SWA Houston

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Ross Nadeau
Sean O'Malley
Timothy Peterson
Lawrence Reed
R Joseph Runco
Kevin Shanley
Elizabeth Shreeve
David P Thompson
James Vick
John L Wong
Xiao Zheng

PROJECT STATUS REPORT BY SWA

SCOPE: LANDSCAPE ARCHITECTURE FOR MEMORIAL CITY REDEVELOPMENT
AUTHORITY
PROJECTS: TIRZ #17 CIP
DATE: 28 August 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 60% design submittal / review 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 preliminary design of the streetscape with LAN as well as the Memorial Management District and local property owners.
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 complete.
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 including requested design revisions.

NEW PROPOSED PROJECTS STATUS

6. ON-CALL BELTWAY 8 TXDOT ENHANCE SIDEWALK (SWA WO#17)
 - SWA has prepared design documents to construct the landscape amenities to complement the sidewalk installation by TXDOT and is coordinating these with TXDOT.

END OF REPORT

