

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



Agenda and Agenda Materials
Meeting of the Board of Directors

August 22, 2023

**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 22, 2023, at 8:00 a.m.**, at Hawes Hill & Associates LLP, Spring Branch Conference Room, 9600 Long Point Road, Suite 250, Houston, Texas 77055 ***"Masks Suggested, Social Distancing Recommended"*** open to the public, to consider, discuss, and adopt such orders, resolutions or motions, and take direct 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. (In accordance with City of Houston procedures, a statement of no more than 3 minutes may be made on items of general relevance. However, if a person has spoken regarding a topic within the last 4 meetings, their time will be limited to 1 minute. 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 June 20, 2023, regular meeting.
4. Receive Agreed-Upon Procedures Report for Lipex Development Agreement; and authorize payment.
5. Receive financial and bookkeeper's report, including approval of payment of invoices, review of investments, and project cash flow reports; and ratify payment of July invoices.
6. Receive information on City of Houston's new policy regarding budget submissions.
7. CIP Committee update and recommendations:
 - a. Consider Tax Abatement Agreement between City of Houston and BLEX Exchange GP VII, LLC.
 - b. Receive update from Gauge Engineering, LLC.
 - c. Receive update from The Goodman Corporation.
 - d. Receive update from SWA.
8. Convene in Executive Session pursuant to Section 551.087, Texas Government Code, to discuss or deliberate regarding economic development negotiations; pursuant to Section 551.072, Texas Government Code, to deliberate the purchase, exchange, lease or value of real property; and pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with attorney.
9. Reconvene in Open Session and authorize appropriate actions regarding to economic development negotiations; the purchase, exchange, lease or value of real property; and consultation with attorney.
10. Adjourn.



Executive Director for Authority

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

AGENDA MEMORANDUM

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

3. Approve Minutes of the June 20, 2023, 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**

June 20, 2023

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 at Hawes Hill & Associates LLP, 9600 Long Point Road, Spring Branch District Conference Room, Suite 250, Houston, Texas 77055, open to the public on Tuesday, June 20, 2023, at 8:00 a.m., and open to the public via videoconference, and the roll was called of the duly appointed members of the Board, to-wit:

Position 1 –Andy Iversen

Position 2 – John Rickel, *Vice-Chair*

Position 3 – David P. Durham, *Secretary*

Position 4 – Ann T. Givens, *Chair*

Position 5 – Zachary R. Hodges, *Asst. Secretary*

Position 6 – Brad Freels

Position 7 – Dan Moody III

and all of the above were present, with the exception of Directors Hodges and Moody, III, thus constituting a quorum. Also present were Scott Bean and Linda Clayton, Hawes Hill & Associates, LLP; Sanjay Bapat, Allen Boone Humphries Robinson, LLP; and Jennifer Landreville, ETI Bookkeeping Services. Others attending the meeting were Andrew Busker, COH - Economic Development Dept.; Council Member Amy Peck, District A; Gabrielle Luevano, Memorial Management District; Gerardo Barrera and Elvin Hernandez, City of Bunker Hill; Deanna Harrington, State Rep. DeAyala's Office; Muhammad Ali, Gauge Engineering; Bruce Nichols; and Marlene Gafrick. Chair Givens called the meeting to order at 8:02 a.m.

RECEIVE PUBLIC COMMENTS.

There were no public comments.

APPROVE MINUTES OF THE MAY 2, 2023, REGULAR MEETING.

Upon a motion made by Director Rickel, and seconded by Director Freels, the Board voted unanimously to approve the Minutes of the May 2, 2023, Board meeting, as presented.

RECEIVING FINANCIAL AND BOOKKEEPER'S REPORT, INCLUDING APPROVAL OF PAYMENT OF INVOICES, REVIEW OF INVESTMENTS, AND CASH FLOW REPORTS; AND RATIFY PAYMENT OF MAY INVOICES.

Ms. Landreville presented the Bookkeeper's Report and went over invoices, including a copy of the May invoices paid for ratification. Upon a motion made by Director Rickel, and seconded by Director Durham, the Board voted unanimously to accept the Bookkeeper's Report, approved payment of current invoices, and ratified payment of May invoices, as presented.

CIP COMMITTEE UPDATE AND RECOMMENDATIONS:

a. Receive update from Gauge Engineering, LLC.

Mr. Ali provided an update on projects, a copy of the progress report is included in the Board materials. He reported all punch list items have been completed for Memorial Drive Phase I. He reported when the City conducted the CCTV it identified a sanitary sewer liner coming off and the contractor will fix before the final walk-thru with the City to close out the project. No action from the Board was required.

b. Receive update from The Goodman Corporation.

The Goodman Corporation status report is included in the Board materials for review. No action from the Board was required.

c. Receive update from SWA.

SWA's status report is included in the Board materials for review. No action from the Board was required.

CONSIDER FY2024 BUDGET.

Mr. Bean reported the proposed FY2024 Budget is included in the Board materials. Mr. Rickel reported the CIP Committee has reviewed and is recommending for approval. Upon a motion made by Director Rickel, and seconded by Director Freels, the Board voted unanimously to approve the FY2024 Budget.

ADJOURN.

There being no further business to come before the Board, Chair Givens adjourned the meeting at 8:13 a.m.

Secretary

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

AGENDA MEMORANDUM

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

4. Receive Agreed-Upon Procedures Report for Lipex Development Agreement; and authorize payment.

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

PO Box 29584
Austin, TX 78755-5126
(512) 610-2209
www.mgsbpllc.com
E-Mail: mgsb@mgsbpllc.com

August 22, 2023

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

Dear Board Members:

Previously, we prepared our Agreed-Upon Procedures Report dated June 30, 2020, for disbursement from the proceeds of Tax Increment Revenue Fund. In that report, Phase III design and related costs of improvements related to the Conrad Sauer detention pond and Mathewson Lane right-of-way were approved for reimbursement. Memorial City Redevelopment Authority (the "Authority") has now requested an update to the reimbursable amount due to Lipex Properties, L.P. (the "Developer"), and we have updated the reimbursable amount due to the Developer including developer interest through February 28, 2023. Interest was calculated in accordance with the Development Agreement dated September 24, 2014 (the "Development Agreement"), between the Authority and the Developer at the Developer's borrowing rate, with a maximum interest rate of 4.0%.

Total Due to Developer as of May 31, 2020	\$22,280,029.96
Add: Correction to Interest Calculated as of May 31, 2020	(1,289.13)
Amount Reimbursed April 28, 2020	<u>(3,013,459.49)</u>
Subtotal	<u>\$19,265,281.34</u>
Add: Additional Interest Calculated from June 1, 2020 to September 3, 2021	437,869.08
Amount Reimbursed September 3, 2021	<u>(6,026,918.98)</u>
Subtotal	<u>\$13,676,231.44</u>
Add: Additional Interest Calculated from September 4, 2021 to July 5, 2022	258,224.20
Amount Reimbursed July 6, 2022	<u>(5,335,542.11)</u>
Subtotal	<u>\$ 8,598,913.53</u>
Add: Additional Interest Calculated from July 6, 2022 to February 28, 2023	<u>220,726.87</u>
Total Due to Developer as of February 28, 2023	<u>\$ 8,819,640.40</u>

As a result of the procedures contained in our report dated August 22, 2023 and in accordance with the Development Agreement, we have calculated a reimbursable amount due to the Developer from the Tax increment Revenue Fund at \$8,819,640.40, which includes developer interest of \$356,897.85.

We appreciate this opportunity to assist you. Please do not hesitate to contact us if we can be of further service.

McCall Gibson Swedlund Barfoot PLLC
Certified Public Accountants
Houston, Texas

AUP Report – 2023 Tax Increment Revenue Fund Reimbursement

DRAFT SUBJECT TO CHANGE

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

AGENDA MEMORANDUM

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

5. Receive financial and bookkeeper's report, including approval of payment of invoices, review of investments, and project cash flow reports; and ratify payment of July invoices.

Memorial City Redevelopment Authority / TIRZ No. 17

Cash Management Report

July 31, 2023

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, 2024

Summary

<u>Current Activity</u>	<u>General Operating Fund</u>	<u>Capital Projects Fund</u>	<u>Debt Service Fund</u>	<u>Total</u>
Beginning Balance	19,146,151.45	0.00	39,318.60	19,185,470.05
Revenue	10,714,054.63	0.00	7,354,083.94	18,068,138.57
Expenditures	2,281,983.02	0.00	0.00	2,281,983.02
Ending Balance	27,578,223.06	0.00	7,393,402.54	34,971,625.60

NOTES:

Debt Service Payments due in Fiscal Year End 2024:

Date	Series	Principal	Interest	Total
9/1/2023	2016R	3,050,000.00	159,662.50	3,209,662.50
9/1/2023	2019	2,820,000.00	640,375.00	3,460,375.00
3/1/2024	2016R		122,910.00	122,910.00
3/1/2024	2019		569,875.00	569,875.00
			Total FYE 2024	7,362,822.50

July 31, 2023

General Operating Fund

BEGINNING BALANCE: **19,146,151.45**

REVENUE:

City of Houston Increment	10,606,041.76
Checking Interest - Wells Fargo	895.52
Texpool Interest	78,700.09
Wells Fargo/TexSTAR (Surplus Funds) Interest	28,417.26
Voided Check(s)	0.00

Total Revenue: **10,714,054.63**

DISBURSEMENTS:

Checks Presented At Last Meeting	2,281,943.78
Checks Written at/after Last Meeting	0.00
Bank Fees	39.24

Total Expenditures **2,281,983.02**

Ending Balance: **27,578,223.06**

Location of Assets:

Institution	Investment Number	Interest Rate	
Wells Fargo Checking	*5490	1.0300	10,788.45
TexPool	*0001	5.1238	16,921,680.52
Wells Fargo/TexSTAR	TexSTAR Surplus Funds	5.3139	10,645,754.09
		Total	27,578,223.06

Memorial City Redevelopment Authority
Checks Presented
August 22, 2023

Num	Name	Description	Amount
3460	Allen Boone Humphries Robinson LLP	Legal Fees	-1,505.98
3461	City of Houston - Street Lighting	Municipal Service Fee	-138.87
3462	Equi-Tax, Inc	Tax Assessor/ Collector	-400.00
3463	eSiteful, Inc.	Annual Web Hosting	-30.00
3464	ETI Bookkeeping Services	Bookkeeping Fee	-1,615.48
3465	Hawes Hill & Associates	Professional Consultant	-10,000.00
3466	SWA Group	Memorial Dr - Capital Projects	-748.79
3467	The Goodman Corporation Inc	Consultant Fee	-2,415.00
3468	Gauge Engineering, LLC	Engineering - Capital Projects	-162,976.95
3469	VOID	VOID	0.00
3470	The Goodman Corporation Inc	Consultant Fee - Capital Projects	-1,750.00
Total			-181,581.07

Debt Service Fund

BEGINNING BALANCE	39,318.60
 REVENUE	
COH Increment	7,334,295.96
TexPool DSF Interest	14.79
Wells Fargo/TexSTAR (2008 DSF) Interest	19,754.40
Wells Fargo/TexSTAR (2008 Pled Rev) Interest	18.79
 Total Revenue	 7,354,083.94
 EXPENDITURES	
Debt Service Interest Payment	0.00
Debt Service Principal Payment	0.00
Paying Agent Fee	0.00
 Total Expenditures	 0.00
 ENDING BALANCE	 7,393,402.54

Location of Assets:

Institution	Investment Number	Interest Rate	Current Balance
Wells Fargo *4601	TexSTAR 2008 DSF	5.3139	7,382,952.31
Wells Fargo *4600	TexSTAR 2008 Pledged Rev	5.3139	7,033.48
TexPool	*0004	5.1238	3,416.75
Total			7,393,402.54

Memorial City Redevelopment Authority
Investment Report
July 31, 2023

SCHEDULE OF INVESTMENTS

Investment Pools

Fund	Location Of Assets	Interest Rate	Beginning Balance			Interest Earned	Deposits or (Withdrawals)	Ending Balance		
			Market	N.A.V.	Book			Market	N.A.V.	Book
GOF	TexPool	5.1238	19,121,038.02	0.99982	19,124,480.43	78,700.09	(2,281,500.00)	16,917,280.88	0.99974	16,921,680.52
DSF	TexPool	5.1238	3,401.35	0.99982	3,401.96	14.79	(0.00)	3,415.86	0.99974	3,416.75
GOF	Wells Fargo/ TexStar	5.3139	11,293.34	0.999847	11,295.07	28,417.26	10,606,041.76	10,642,996.84	0.999741	10,645,754.09
DSF	Wells Fargo/ TexStar DSF	5.3139	35,896.46	0.999847	35,901.95	19,754.40	7,327,295.96	7,381,040.13	0.999741	7,382,952.31
DSF	Wells Fargo/ TexStar PI Rev	5.3139	14.69	0.999847	14.69	18.79	7,000.00	7,031.66	0.999741	7,033.48

Demand Accounts

Fund	Location Of Assets	Interest Rate	Purchase Date	Beginning Balance	Interest Earned	Deposits or (Withdrawals)	Ending Balance
GOF	Wells Fargo	1.03	6/8/2015	10,375.95	895.52	(483.02)	10,788.45

Collateral Pledged In Addition to FDIC

Depository Institution	Total Funds On Deposit	Custodial Institution	Securities Pledged	Collateral Description	Par Value	Market Value
Wells Fargo	10,788.45	BNYM	14,684,250	BNYM	1,438,345	1,487,898

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 divestment 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	Date Assumed Office	Training Completed
Kenneth Byrd	8/6/2015	10/15/2022

Memorial City Redevelopment Authority
Profit & Loss Budget vs. Actual
July 2023

	July			Year to Date (1 Month)			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
Income							
1000 · Income							
6001 · City Tax Revenue	1,573,714	1,588,819	-15,105	1,573,714	1,588,819	-15,105	19,065,833
8223 · Interest Income	127,801	33,333	94,468	127,801	33,333	94,468	400,000
Total 1000 · Income	1,701,515	1,622,152	79,363	1,701,515	1,622,152	79,363	19,465,833
6-4350 · Grants	0	291,667	-291,667	0	291,667	-291,667	3,500,000
Total Income	1,701,515	1,913,819	-212,304	1,701,515	1,913,819	-212,304	22,965,833
Expense							
3335 · Management Consulting Services							
6320 · Legal	1,506	4,167	-2,661	1,506	4,167	-2,661	50,000
6322 · Eng Consultant/General Prof.Svc	1,750	5,000	-3,250	1,750	5,000	-3,250	60,000
6337 · Construction Audit	0	5,000	-5,000	0	5,000	-5,000	5,000
6343 · Other	169	0	169	169	0	169	0
Total 3335 · Management Consulting Services	3,425	14,167	-10,742	3,425	14,167	-10,742	115,000
5650 · Transfers							
6420 · COH Administration Fee	944,228	953,292	-9,064	944,228	953,292	-9,064	953,292
6430 · Municipal Services	2,147,270	2,256,619	-109,349	2,147,270	2,256,619	-109,349	2,256,619
Total 5650 · Transfers	3,091,498	3,209,911	-118,413	3,091,498	3,209,911	-118,413	3,209,911
5706 · Debt Service							
5707 · Principal	0	0	0	0	0	0	5,870,000
5708 · Interest	0	0	0	0	0	0	1,492,823
Total 5706 · Debt Service	0	0	0	0	0	0	7,362,823
6-6300 · Maintenance & Operations							
6321 · Auditor	0	0	0	0	0	0	21,500
6333 · Bookkeeping/Accounting	1,493	1,388	105	1,493	1,388	105	16,650
6340 · Administration Salaries/Benefit	10,000	10,000	0	10,000	10,000	0	120,000
6344 · Bond Svcs/Trustee/FA	0	2,083	-2,083	0	2,083	-2,083	25,000
6353 · Insurance	0	0	0	0	0	0	1,000
6359 · Bank Fees	39	0	39	39	0	39	0
Total 6300 · Administration & Overhead	11,532	13,471	-1,939	11,532	13,471	-1,939	184,150
7000 · Capital Expenditure							
1725 · Parks & Green Space Improv.	0	10,417	-10,417	0	10,417	-10,417	125,000
1732A · N Gessner Drainage & Mobility	0	40,167	-40,167	0	40,167	-40,167	482,000
1735 · USE 1735A	2,700	0	2,700	2,700	0	2,700	0
1735A · Detention Basin A	0	4,167	-4,167	0	4,167	-4,167	50,000
1737 · MetroNational - Detention/Roads	0	0	0	0	0	0	3,013,460
1738A · Memorial Dr Drain & Mobility 1	2,925	41,667	-38,742	2,925	41,667	-38,742	500,000
1738B · Memorial Dr Drain & Mobility 2	116,844	55,732	61,112	116,844	55,732	61,112	668,781
1741 · W140 Detention Basin Extensions	43,672	393,866	-350,194	43,672	393,866	-350,194	4,726,394
1799 · Sidewalk Improvement Program	0	5,000	-5,000	0	5,000	-5,000	60,000
Total 7000 · Capital Expenditure	166,141	551,016	-384,875	166,141	551,016	-384,875	9,625,635
Total Expense	3,272,596	3,788,565	-515,969	3,272,596	3,788,565	-515,969	20,497,519
Net Income	-1,571,081	-1,874,746	303,665	-1,571,081	-1,874,746	303,665	2,468,314

3460

ALLEN BOONE HUMPHRIES ROBINSON LLP

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

July 20, 2023

MEMORIAL CITY REDEVELOPMENT AUTHORITY

General	Client/Matter:	MEM001-01
	Statement Number:	139262
	Billing Attorney:	Sanjay Bapat

REMITTANCE PAGE

Fees for services posted through July 07, 2023	1,490.00
Expenses and Other Items posted through July 07, 2023	15.98
Total Amount Due:	\$1,505.98

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 No. 6320
8-14-2023

ABHR

ALLEN BOONE HUMPHRIES ROBINSON LLP

Taxpayer ID 74-3091731

July 20, 2023

MEMORIAL CITY REDEVELOPMENT AUTHORITY

Ms. Jennifer Landreville
Equi-Tax, Inc.
P.O. Box 73109
Houston, TX 77273

Client/Matter: MEM001-01
Statement Number: 139262
Billing Attorney: Sanjay Bapat

General

Professional Fees

Fees for services posted through July 07, 2023, as follows:

<u>Date</u>	<u>Professional</u>		<u>Hours</u>
<u>General</u>			
03/29/23	Farah D. Montez	File annual audit with Texas Comptroller	0.50
06/07/23	Sanjay Bapat	Attend to matters regarding maintenance agreement for Memorial Drive	0.50
06/20/23	Sanjay Bapat	Prepare for, travel to, and attend Authority Board meeting	2.50
			<i>Total Task Hours</i> 3.50
			<i>Total Task Amount</i> \$1,490.00
			Total Fees: \$1,490.00

Expenses and Other Items

Expenses and Other Items posted through July 07, 2023, as follows:

06/20/23	SB	Mileage expense to attend Board Meeting	15.98
			Total Expenses and Other Items: 15.98

TASK FEE BREAKDOWN

	<u>Hours</u>	<u>Amount</u>
General	3.50	1,490.00

Total Fees:	\$	1,490.00
Total Expenses and Other Items:	\$	15.98
Total Amount Due:	\$	1,505.98

3461



CITY OF HOUSTON

Houston Public Works

Sylvester Turner

Mayor

Carol Ellinger Haddock, PE.
Director
P.O. Box 1562
Houston, Texas 77251-1562

T. 832-395-2500
F. 832-395-3054
www.houstontx.gov

May 14, 2023

Mr. Scott Bean, Executive Director
TIRZ 17 Memorial City Redevelopment Authority
c/o Hawes Hill Calderon LLP
PO Box 22167
Houston, TX 77227-2167

RE: Invoice for Year 2022 Enhanced Street Lighting Cost Differential

Dear Mr. Bean:

Enclosed please find the billing invoice for enhanced streetlights as defined in the Street Lighting Agreement between the City of Houston and TIRZ 17 Memorial City Redevelopment Authority.

The total street lighting differential is calculated on the attached detail summary sheet. The invoice amount is as follows:

Total Street Lighting Cost	\$4,241.86
Less Cost from Basic Street Light	<u>\$4,102.99</u>
Total Due	\$ 138.87

Please submit a certified check, company check or money order payable to the City of Houston, 611 Walker, 14th Floor, Houston, TX 77002. Payment is due upon receipt of this invoice. Should you have any questions, please contact me at (832) 395-3003.

Sincerely,

Martin Herrera
Senior Project Manager
Transportation & Drainage Operations

PN/file
Attachment



Code No. 6343
5-16-2023

Memorial City Redevelopment Authority
2019 Enhanced Street Lighting Annual Statement

LOCATION & LAMP TYPES		BASIC STREET LIGHTING CONDITIONS																							
STREET SEGMENT	NO OF LAMPS	January		February		March		April		May		June		July		August		September		October		November		December	
		Per Light	Total	Per Light	Total	Per Light	Total	Per Light	Total	Per Light	Total	Per Light	Total	Per Light	Total	Per Light	Total	Per Light	Total	Per Light	Total	Per Light	Total	Per Light	Total
GESSNER - IH16 - BarryKnell Single 115W LED w/ UG power	19	\$13.86	\$263.34	\$14.00	\$265.92	\$14.00	\$265.92	\$14.04	\$266.84	\$14.04	\$266.84	\$14.04	\$266.78	\$13.58	\$257.99	\$13.58	\$257.99	\$14.63	\$278.05	\$14.63	\$278.05	\$14.63	\$278.05	\$14.63	\$278.05
RIMBERLEY - BWR-Town Country Single 45W LED w/ UG power	6	\$12.09	\$72.52	\$12.15	\$72.88	\$12.15	\$72.88	\$12.17	\$73.01	\$12.17	\$73.01	\$12.17	\$73.00	\$11.96	\$71.76	\$11.96	\$71.76	\$12.43	\$74.59	\$12.43	\$74.59	\$12.43	\$74.59	\$12.43	\$74.59
Total	25		\$335.86		\$338.80		\$338.80		\$339.85		\$339.85		\$339.78		\$329.75		\$329.75		\$352.64		\$352.64		\$352.64		\$352.64

BASIC STREET LIGHTING ANNUAL COST: \$4,102.99

LOCATION & LAMP TYPES		ENHANCED STREET LIGHTING CONDITIONS																							
STREET SEGMENT	NO OF LAMPS	January		February		March		April		May		June		July		August		September		October		November		December	
		Per Light	Total	Per Light	Total	Per Light	Total	Per Light	Total	Per Light	Total	Per Light	Total	Per Light	Total	Per Light	Total	Per Light	Total	Per Light	Total	Per Light	Total	Per Light	Total
GESSNER - IH16 - BarryKnell Single 115W LED w/ UG power	19	\$13.86	\$263.34	\$14.00	\$265.92	\$14.00	\$265.92	\$14.04	\$266.84	\$14.04	\$266.84	\$14.04	\$266.78	\$13.58	\$257.99	\$13.58	\$257.99	\$14.63	\$278.05	\$14.63	\$278.05	\$14.63	\$278.05	\$14.63	\$278.05
RIMBERLEY - BWR-Town Country Single 115W LED w/ UG power	6	\$13.86	\$83.16	\$14.00	\$83.98	\$14.00	\$83.98	\$14.04	\$84.27	\$14.04	\$84.27	\$14.04	\$84.25	\$13.58	\$81.47	\$13.58	\$81.47	\$14.63	\$87.80	\$14.63	\$87.80	\$14.63	\$87.80	\$14.63	\$87.80
Total	25		\$346.51		\$349.90		\$349.90		\$351.11		\$351.11		\$351.03		\$339.46		\$339.46		\$365.85		\$365.85		\$365.85		\$365.85

ENHANCED STREET LIGHTING ANNUAL COST: \$4,241.86

ANNUAL COST DIFFERENCE: \$138.87

Fred King

From: Jennifer Landreville
Sent: Thursday, August 10, 2023 10:03 AM
To: Fred King
Subject: FW: Enhanced Streetlight Invoice 2022 - TIRZ 17 Memorial City Redevelopment Authority

Fred,

Please see below regarding the mailing address

Jennifer Landreville, RTA

Equi-Tax Inc.

17111 Rolling Creek Drive, Suite 200

Houston, Texas 77090

Tel 281-444-4866

Fax 281-440-8304

www.equitaxinc.com

JL@equitaxinc.com

From: Herrera, Martin M. - HPW <Martin.Herrera@houstontx.gov>
Sent: Thursday, August 10, 2023 9:19 AM
To: Jennifer Landreville <JL@equitaxinc.com>; Linda Clayton <lclayton@haweshill.com>; sbean@haweshill.com
Subject: RE: Enhanced Streetlight Invoice 2022 - TIRZ 17 Memorial City Redevelopment Authority

Thank you so much for the update and sincere apologies for the inconvenience. May you **please ensure it is sent to the 14th floor, Attn. Martin Herrera**? Also, when do you anticipate to send so I can watch out for it? Please advise. Thanks and have a blest day!

Respectfully,

Martin Herrera

Senior Project Manager, Transportation and Drainage Operations

Multimodal Safety & Design Branch

832.395.3003 | Cell 281.627.9535



From: Jennifer Landreville <JL@equitaxinc.com>
Sent: Thursday, August 10, 2023 9:09 AM
To: Linda Clayton <lclayton@haweshill.com>; Herrera, Martin M. - HPW <Martin.Herrera@houstontx.gov>; sbean@haweshill.com
Subject: RE: **Enhanced Streetlight Invoice 2022** - TIRZ 17 Memorial City Redevelopment Authority

[This message came from outside the City of Houston email system. Please be careful while clicking links, opening attachments, or replying to this email.]

Linda,

This check has not cleared the bank. We will void and reissue for the upcoming meeting.

Thank you,

*Jennifer Landreville,
Bookkeeping Manager*

 **ETI Bookkeeping Services**

17111 Rolling Creek Drive, Suite 200
Houston, TX 77090
Tel 281.444.4866
Fax 281.440.8304
jl@equitaxinc.com

From: Linda Clayton <lclayton@haweshill.com>
Sent: Wednesday, August 09, 2023 4:24 PM
To: Herrera, Martin M. - HPW <Martin.Herrera@houstontx.gov>; sbean@haweshill.com
Cc: Jennifer Landreville <JL@equitaxinc.com>
Subject: RE: Enhanced Streetlight Invoice 2022 - TIRZ 17 Memorial City Redevelopment Authority

Mr. Herrera:

This was paid at the end of May with check No. 3435 – We will check with the bookkeeper to see if it hasn't cleared the bank and we will reissue

Sincerely,

Linda Clayton
Director of Records & Compliance
lclayton@haweshill.com
Hawes Hill & Associates LLP
P.O. Box 22167
Houston, TX 77227-2167
o: 713-595-1260
c: 832-954-7902

HAWES HILL & ASSOCIATES
LLP

ATTENTION PUBLIC OFFICIALS: A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. A "Forward" of this e-mail to another public official could also lead to violations of the Texas Open Meetings Act if a quorum is eventually involved. Please reply only to the sender.

From: Herrera, Martin M. - HPW <Martin.Herrera@houstontx.gov>
Sent: Wednesday, August 9, 2023 4:06 PM
To: sbean@haweshill.com
Cc: lclayton@haweshill.com
Subject: RE: Enhanced Streetlight Invoice 2022 - TIRZ 17 Memorial City Redevelopment Authority
Importance: High

Hi Scott,

We haven't received payment and my finance folks are hounding me(not good for my performance of following up with you sooner). Can you please provide an update. If it was already sent, can you tell me when? Thanks, and have a blest day.

Respectfully,

Martin Herrera

Senior Project Manager, Transportation and Drainage Operations

Multimodal Safety & Design Branch

832.395.3003 | Cell 281.627.9535



From: Scott Bean <sbean@hhcllp.com>

Sent: Monday, May 15, 2023 9:19 AM

To: Herrera, Martin M. - HPW <Martin.Herrera@houstontx.gov>

Cc: lclayton@haweshill.com

Subject: RE: Enhanced Streetlight Invoice 2022 - TIRZ 17 Memorial City Redevelopment Authority

[This message came from outside the City of Houston email system. Please be careful while clicking links, opening attachments, or replying to this email.]

Thank you Martin, we'll get it processed and paid at the next board meeting.

Hope you're doing well!

Scott

From: Herrera, Martin M. - HPW [<mailto:Martin.Herrera@houstontx.gov>]

Sent: Sunday, May 14, 2023 10:02 PM

To: 'Scott Bean' <sbean@haweshill.com>; 'Scott Bean' <sbean@hhcllp.com>

Cc: 'lclayton@haweshill.com' <lclayton@haweshill.com>

Subject: RE: Enhanced Streetlight Invoice 2022 - TIRZ 17 Memorial City Redevelopment Authority

Hi Scott,

I'm afraid there will be a cost this year due to increases in billing. The good news, its minor. Please see the attached 2022 Enhanced Lighting invoice for the TIRZ 17 Memorial City Redevelopment Authority. Feel free to call me if there are any questions. Thanks and have a blest day!!

Respectfully,

Martin Herrera

Senior Project Manager

Transportation and Drainage Operations

832.395.3003 | Cell 281.627.9535



From: Herrera, Martin M. - HPW

Sent: Sunday, August 14, 2022 4:22 PM

To: 'Scott Bean' <sbean@haweshill.com>; 'Scott Bean' <sbean@hhcllp.com>

Cc: 'lclayton@haweshill.com' <lclayton@haweshill.com>

Subject: RE: Enhanced Streetlight Invoice 2021 - TIRZ 17 Memorial City Redevelopment Authority

Great news!! There is no Enhanced lighting invoice for 2021. Tariff rate changes and the lamp type you have are the reasons. Please feel free to call and discuss if there are any questions. Have a blest day!

Respectfully,

Martin Herrera

Senior Project Manager

Transportation and Drainage Operations

832.395.3003 | Cell 281.627.9535



Fred King

From: Jennifer Landreville
Sent: Thursday, August 10, 2023 9:09 AM
To: Fred King
Subject: FW: Enhanced Streetlight Invoice 2022 - TIRZ 17 Memorial City Redevelopment Authority
Attachments: Memorial City TIRZ 17 - 2022 INVOICE.pdf

Fred,

Please void check 3435 and reissue at the upcoming meeting. Please make sure the address is correct. It should be going to 611 Walker, 14th floor, Houston, TX 77002

Jennifer Landreville, RTA

Equi-Tax Inc.

17111 Rolling Creek Drive, Suite 200

Houston, Texas 77090

Tel 281-444-4866

Fax 281-440-8304

www.equitaxinc.com

JL@equitaxinc.com

From: Linda Clayton <lclayton@haweshill.com>
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Subject: RE: Enhanced Streetlight Invoice 2022 - TIRZ 17 Memorial City Redevelopment Authority

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Sincerely,

Linda Clayton
Director of Records & Compliance
lclayton@haweshill.com
Hawes Hill & Associates LLP
P.O. Box 22167
Houston, TX 77227-2167
o: 713-595-1260
c: 832-954-7902

HAWES HILL & ASSOCIATES
LLP



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Respectfully,
Martin Herrera
Senior Project Manager, Transportation and Drainage Operations
Multimodal Safety & Design Branch
832.395.3003 | Cell 281.627.9535



From: Scott Bean <sbean@hhcllp.com>
Sent: Monday, May 15, 2023 9:19 AM
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Cc: lclayton@haweshill.com
Subject: RE: Enhanced Streetlight Invoice 2022 - TIRZ 17 Memorial City Redevelopment Authority

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Hope you're doing well!

Scott

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To: 'Scott Bean' <sbean@haweshill.com>; 'Scott Bean' <sbean@hhcllp.com>
Cc: 'lclayton@haweshill.com' <lclayton@haweshill.com>
Subject: RE: Enhanced Streetlight Invoice 2022 - TIRZ 17 Memorial City Redevelopment Authority

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Respectfully,
Martin Herrera
Senior Project Manager
Transportation and Drainage Operations
832.395.3003 | Cell 281.627.9535



From: Herrera, Martin M. - HPW
Sent: Sunday, August 14, 2022 4:22 PM
To: 'Scott Bean' <sbean@haweshill.com>; 'Scott Bean' <sbean@hhcllp.com>
Cc: 'lclayton@haweshill.com' <lclayton@haweshill.com>
Subject: RE: Enhanced Streetlight Invoice 2021 - TIRZ 17 Memorial City Redevelopment Authority

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Respectfully,
Martin Herrera
Senior Project Manager
Transportation and Drainage Operations
832.395.3003 | Cell 281.627.9535





CITY OF HOUSTON

Houston Public Works

Sylvester Turner

Mayor

Carol Ellinger Haddock, PE.
Director
P.O. Box 1562
Houston, Texas 77251-1562

T. 832-395-2500
F. 832-395-3054
www.houstontx.gov

May 14, 2023

Mr. Scott Bean, Executive Director
TIRZ 17 Memorial City Redevelopment Authority
c/o Hawes Hill Calderon LLP
PO Box 22167
Houston, TX 77227-2167

RE: Invoice for Year 2022 Enhanced Street Lighting Cost Differential

Dear Mr. Bean:

Enclosed please find the billing invoice for enhanced streetlights as defined in the Street Lighting Agreement between the City of Houston and TIRZ 17 Memorial City Redevelopment Authority.

The total street lighting differential is calculated on the attached detail summary sheet. The invoice amount is as follows:

Total Street Lighting Cost	\$4,241.86
Less Cost from Basic Street Light	<u>\$4,102.99</u>
Total Due	\$ 138.87

Please submit a certified check, company check or money order payable to the City of Houston, 611 Walker, 14th Floor, Houston, TX 77002. Payment is due upon receipt of this invoice. Should you have any questions, please contact me at (832) 395-3003.

Sincerely,

Handwritten signature of Martin Herrera in cursive.

Martin Herrera
Senior Project Manager
Transportation & Drainage Operations

PN/file
Attachment

3462

Equi-Tax Inc.

Invoice

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

DATE	INVOICE #
8/1/2023	60559

BILL TO
TIRZ 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 Based on 438 items on the tax roll as of January 2023, at \$0.30 per item	400.00
<p>Invoice emailed to: Jennifer Landreville at jl@equitaxinc.com Fred King at bkp2@etiaccounting.com Scott Bean at sbean@haweshill.com Linda Clayton at lclayton@haweshill.com</p>	

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



Code No. 6333
8-14-2023

3463

ESITEFUL CORPORATION
725 Barbara St
Tomball, TX 77375 US
+1 7135027182
qbo@esiteful.com
www.esiteful.com

eSiteful

INVOICE

BILL TO
c/o Hawes Hill & Associates
LLP
P.O. Box 22167
Houston, TX 77227-2176

INVOICE # 7934
DATE 08/02/2023
DUE DATE 08/02/2023
TERMS Due on receipt

	QTY	RATE	AMOUNT
Domain Name Renewal for https://houstontirz17.org - (September 2023 - August 2024)	1	30.00	30.00

SUBTOTAL	30.00
TAX	0.00
TOTAL	30.00
BALANCE DUE	\$30.00



Code No. 6343
8-14-2023

3464

ETI Bookkeeping Services

PO BOX 73109
Houston, TX 77273

Invoice

Date	Invoice#
8/1/2023	9865

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

Description	Qty	Rate	Amount
Bookkeeping		1,092.73	1,092.73
Annual Records Retention Fee		522.75	522.75

	Total	\$ 1,615.48
	Payments/Credits	\$0.00
	Balance Due	\$ 1,615.48



Code No. 6333
8-14-2023

3465



PO BOX 22167
Houston, TX 77227-2167

INVOICE

BILL TO
Memorial City Redevelopment Authority/TIRZ #17
PO Box 22167
Houston, TX 77227
United States

INVOICE 1697
DATE 08/01/2023

DESCRIPTION	AMOUNT
Professional Consulting and Administration Fee: JULY 2023	10,000.00
<hr/>	
BALANCE DUE	\$10,000.00



swa

WORK ORDER # 20

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

Date: August 8, 2023
 Invoice No: 196074
 For Period: July
 Project No: RHTT002
 Project Manager: James Vick

Project Memorial Drive Construction

WORK PERFORMED:

Construction Phase Activities - Coordinating Final Close-out of Project.

Professional Services from July 1, 2023 to July 31, 2023

Professional Personnel

	Hours	Rate	Amount
Principal Vick, James	2.00	245.00	490.00
Associate Oliver, Robert	2.00	123.50	247.00

Total Fee Due This Invoice

737.00

Reimbursable Expenses

Misc Travel

Joshua Lock JL 5/9

11.79

Total Reimbursables

1.0 times

11.79

11.79

Total Due this Invoice: \$748.79

Authorized Fee:	\$ 93,450.00
Previously Billed:	\$ 90,033.00
Billed to Date	\$ 90,781.79
Remainder Fee:	\$ 2,668.21

Remit to:

SWA Group
 P.O. Box 5904
 Sausalito, CA 94966

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 No. 1738A
 8-14-2023

3467

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

Invoice

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

Date	Invoice #
7/31/2023	7-2023-11

Terms	Project
	MCT112

Item	Description	Rate	Prior %	Current %	Amount
Contract Services	Task 1 – Memorial Drive Phase 2 Project Funding Pursuit (MCT) (Memorial Drive Phase 2)	34,500.00	63%	7.00%	2,415.00

Please send payment to:
The Goodman Corporation
911 W. Anderson Lane, Ste. 200
Austin, TX 78757

Total	\$2,415.00
Balance Due	\$2,415.00

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



Code No. 1738B
8-14-2023

3468

Gauge Engineering
 11750 Katy Freeway, Suite 400
 Houston, TX 77079

Memorial City Redevelopment Authority/TIRZ 17
 9600 Long Point Rd, Suite 200
 Houston, TX 77055

Invoice number 2547
 Date 08/14/2023

Project 1212 MEMORIAL DRIVE - PHASE II -
 DESIGN

Professional Services Provided Through August 11, 2023

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Feasibility Studies - FC 102 (110)	64,820.50	34.35	17,077.23	22,265.25	42,555.25	5,188.02
Socia/Econ/Enviorn Studies - FC 120 (120)	61,342.86	0.00	0.00	0.00	61,342.86	0.00
Right of Way Data - FC 130 (130)	49,074.52	8.00	3,189.84	3,925.96	45,148.56	736.12
Project Mgmt & Admin - FC 145 (145, 164)	134,870.98	11.00	12,138.39	14,835.81	120,035.17	2,697.42
Topographic Survey - FC 150	90,179.50	48.23	38,660.80	43,493.40	46,686.10	4,832.60
Roadway Design - FC 160 (160)	295,536.06	35.00	73,884.02	103,451.52	192,084.54	29,567.50
Drainage Design - FC 160 (161)	249,732.50	23.90	6,570.00	59,683.13	190,049.37	53,113.13
Signing, Pavement, Markings & Signalization - FC 160 (162)	89,565.24	4.34	3,888.24	3,888.24	85,677.00	0.00
Miscellaneous (Roadway) - FC 160 (163)	269,077.84	14.70	21,247.61	39,541.96	229,535.88	18,294.35
Deliverables for FC 160 (160, 161, 163 and 170)	33,362.86	0.00	0.00	0.00	33,362.86	0.00
Total	1,337,562.86	21.76	176,656.13	291,085.27	1,046,477.59	114,429.14

Invoice total **114,429.14**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
2547	08/14/2023	114,429.14	114,429.14				
	Total	114,429.14	114,429.14	0.00	0.00	0.00	0.00

Please note new mailing address
 Please make checks payable to:
 Gauge Engineering, LLC
 11750 Katy Freeway, Suite 400
 Houston, TX 77079



Code No. 1738B
 8-15-2023

Gauge Engineering
 11750 Katy Freeway, Suite 400
 Houston, TX 77079



Memorial City Redevelopment Authority/TIRZ 17
 9600 Long Point Rd, Suite 200
 Houston, TX 77055

Invoice number 2545
 Date 08/14/2023

Project 1070 MEMORIAL DRIVE -
 CONSTRUCTION PHASE SERVICES

Professional Services Provided Through August 11, 2023

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Construction Phase Services	231,870.00	100.00	231,870.00	231,870.00	0.00	0.00
Expenses	2,000.00	61.53	1,230.54	1,230.54	769.46	0.00
Traffic Signal CPS	15,279.00	100.00	15,279.00	15,279.00	0.00	0.00
Structural Eng CPS	10,000.00	94.11	7,235.00	9,410.88	589.12	2,175.88
Supplemental CPS Services	66,500.00	100.00	66,500.00	66,500.00	0.00	0.00
Total	325,649.00	99.58	322,114.54	324,290.42	1,358.58	2,175.88

Invoice total 2,175.88

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
2545	08/14/2023	2,175.88	2,175.88				
	Total	2,175.88	2,175.88	0.00	0.00	0.00	0.00

I certify the above to be true and correct

 Muhammad Ali, PE

Please note new mailing address
 Please make checks payable to:
 Gauge Engineering, LLC
 11750 Katy Freeway, Suite 400
 Houston, TX 77079



Code # 1738A
 8-15-2023

Gauge Engineering
 11750 Katy Freeway, Suite 400
 Houston, TX 77079

Memorial City Redevelopment Authority/TIRZ 17
 9600 Long Point Rd, Suite 200
 Houston, TX 77055

Invoice number 2548
 Date 08/14/2023

Project **1240 Sports Complex HRG Support**

Professional Services Provided Through August 11, 2023

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Remaining	Current Billed
PROJECT SUPPORT	50,580.00	41,895.00	44,595.00	5,985.00	2,700.00
Total	50,580.00	41,895.00	44,595.00	5,985.00	2,700.00

Professional Fees

	Hours	Rate	Billed Amount
Project Manager Muhammad M. Ali	12.00	225.00	2,700.00
Invoice total			2,700.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
2548	08/14/2023	2,700.00	2,700.00				
	Total	2,700.00	2,700.00	0.00	0.00	0.00	0.00

I certify the above to be true and correct



Derek St. John

Please note new mailing address
 Please make checks payable to:
 Gauge Engineering, LLC
 11750 Katy Freeway, Suite 400
 Houston, TX 77079



Code No. 1735
 8-15-2023

Gauge Engineering
 11750 Katy Freeway, Suite 400
 Houston, TX 77079



Memorial City Redevelopment Authority/TIRZ 17
 9600 Long Point Rd, Suite 200
 Houston, TX 77055

Invoice number 2546
 Date 08/14/2023

Project 1155 W140 EXPANSION - DESIGN

Professional Services Provided Through August 11, 2023

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
General/Rdwy/TCP/Signing Plans	135,485.00	79.00	96,377.85	107,033.15	28,451.85	10,655.30
Drainage Plans	96,395.00	84.00	70,368.35	80,971.80	15,423.20	10,603.45
PM/Coordination/Misc	42,780.00	84.00	35,079.60	35,935.20	6,844.80	855.60
QA/QC	13,455.00	50.50	6,794.78	6,794.78	6,660.22	0.00
Bid Phase	8,600.00	0.00	0.00	0.00	8,600.00	0.00
Topo Survey-Kuo	27,731.00	92.07	25,531.00	25,531.00	2,200.00	0.00
Environmental-Geotest	5,491.20	90.00	4,942.08	4,942.08	549.12	0.00
Geotechnical-Geotest	20,249.90	90.00	18,224.91	18,224.91	2,024.99	0.00
Pump Station Design - LJA	198,457.60	70.84	140,596.41	140,596.41	57,861.19	0.00
Urban Forestry-CN Khoel	3,850.00	0.00	0.00	0.00	3,850.00	0.00
Expenses/HBJ/Civcast/Misc	4,150.00	0.00	0.00	0.00	4,150.00	0.00
Geotechnical - Aviles	27,025.90	89.55	24,201.76	24,201.76	2,824.14	0.00
Impermeable Wall - Amendment						
Basic Design Services	24,075.00	41.25	4,273.31	9,930.94	14,144.06	5,657.63
Geotechnical Investigtation - Cibor	69,623.40	100.00	53,723.45	69,623.40	0.00	15,899.95
Subtotal	93,698.40	84.90	57,996.76	79,554.34	14,144.06	21,557.58
Total	677,369.00	77.33	480,113.50	523,785.43	153,583.57	43,671.93

Invoice total **43,671.93**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
2546	08/14/2023	43,671.93	43,671.93				
	Total	43,671.93	43,671.93	0.00	0.00	0.00	0.00

I certify the above to be true and correct

Muhammad Ali, PE

Please note new mailing address
 Please make checks payable to:
 Gauge Engineering, LLC
 11750 Katy Freeway, Suite 400
 Houston, TX 77079



Code No. 1741
 8-15-2023

3470

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

Invoice

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

Date	Invoice #
7/31/2023	7-2023-22

Terms	Project
	MCT114

Item	Description	Rate	Prior %	Current %	Amount
Contract Services	Task 1 – Monitor and Present Funding Opportunities	42,000.00	62.51%	4.17%	1,750.00
Contract Services	Task 2 – Pursuit of Funding (ongoing pursuit of funding services)	84,500.00	30.08%	0.00%	0.00

Please send payment to:
The Goodman Corporation
911 W. Anderson Lane, Ste. 200
Austin, TX 78757

Total	\$1,750.00
Balance Due	\$1,750.00

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



Code No. 6322
8-14-2023

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

AGENDA MEMORANDUM

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

RATIFY PAYMENT OF JULY INVOICES



CITY OF HOUSTON
Mayor's Office of Economic Development

Sylvester Turner

Mayor

Gwendolyn Tillotson
Deputy Director
P.O. Box 1562
Houston, Texas 77251-1562

T. 832-393-0937
F. 832-393-0862
www.houstontx.gov

To: Tax Increment Reinvestment Zone Number 17
Memorial City Redevelopment Authority

From: City of Houston
Economic Development
TIRZ Program

Date: June 23, 2023

Subject: FY2023 Municipal Services Charge

INVOICE

Per your City Council Approved FY2023 Budget, please remit the sum of **\$2,147,270.00** to the City of Houston.

Please mail a copy of this invoice along with your payment to the address below:

City of Houston

Attn: Jennifer D. Curley
Executive Staff Analyst, Mayor's Office of Economic Development
P.O. Box 200734
Houston, Texas 77216-0734

Should you have any questions please feel free to contact me at (832) 393-0937.

Sincerely,

Gwendolyn Tillotson
City of Houston
Economic Development/TIRZ Program



Code No. 6430
7-13-2023

3452

Equi-Tax Inc.

Invoice

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

DATE	INVOICE #
7/1/2023	60443

BILL TO
TIRZ 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 Based on 438 items on the tax roll as of January 2023, at \$0.30 per item	400.00
Invoice emailed to: Jennifer Landreville at jl@equitaxinc.com Valerie Pena at bkp2@etiaccounting.com Scott Bean at sbean@haweshill.com Linda Clayton at lclayton@haweshill.com	

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



Code # 6333
7-13-2023

3453

Invoice

ETI Bookkeeping Services

PO BOX 73109
Houston, TX 77273

Date	Invoice#
7/1/2023	9834

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

Description	Qty	Rate	Amount
Bookkeeping		1,092.73	1,092.73

	Total	\$1,092.73
	Payments/Credits	\$0.00
	Balance Due	\$1,092.73



Code # 6333
7-13-2023

3454



Gauge Engineering
11750 Katy Freeway, Suite 400
Houston, TX 77079

Memorial City Redevelopment Authority/TIRZ 17
9600 Long Point Rd, Suite 200
Houston, TX 77055

Invoice number 2501
Date 07/18/2023

Project 1239 TIRZ 17 - On-call Engineering - 2023

Professional Services Provided Through July 14, 2023

Invoice Summary

Table with 6 columns: Description, Contract Amount, Prior Billed, Total Billed, Remaining, Current Billed. Row 1: 1157 ON-CALL ENGINEERING, 25,000.00, 10,717.50, 11,257.50, 13,742.50, 540.00. Row 2: Total, 25,000.00, 10,717.50, 11,257.50, 13,742.50, 540.00.

Professional Fees

Table with 4 columns: Description, Hours, Rate, Billed Amount. Row 1: Project Manager Karam Qaddo, 3.00, 180.00, 540.00. Row 2: Invoice total, 540.00.

Aging Summary

Table with 8 columns: Invoice Number, Invoice Date, Outstanding, Current, Over 30, Over 60, Over 90, Over 120. Row 1: 2501, 07/18/2023, 540.00, 540.00, 0.00, 0.00, 0.00, 0.00. Row 2: Total, 540.00, 540.00, 0.00, 0.00, 0.00, 0.00.

I certify the above to be true and correct

Please note new mailing address
Please make checks payable to:
Gauge Engineering, LLC
11750 Katy Freeway, Suite 400
Houston, TX 77079



Code# 6322
7-18-2023

3455



PO BOX 22167

Houston, TX 77227-2167

INVOICE

BILL TO
Memorial City Redevelopment Authority/TIRZ #17
PO Box 22167
Houston, TX 77227
United States

INVOICE 1668
DATE 07/01/2023

DESCRIPTION	AMOUNT
Professional Consulting and Administration Fee: June 2023	10,000.00
<hr/>	
BALANCE DUE	\$10,000.00

3456

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

Invoice

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

Date	Invoice #
6/30/2023	6-2023-38

Terms	Project
	MCT114

Item	Description	Rate	Prior %	Current %	Amount
Contract Services	Task 1 – Monitor and Present Funding Opportunities	42,000.00	58.34%	4.17%	1,750.00
Contract Services	Task 2 – Pursuit of Funding	84,500.00	30.08%	0.00%	0.00
	Ongoing Pursuit of Funding				

Please send payment to:
The Goodman Corporation
911 W. Anderson Lane, Ste. 200
Austin, TX 78757

Total	\$1,750.00
Balance Due	\$1,750.00

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



Code #6322
7-13-2023

3487 1/4

Gauge Engineering
11750 Katy Freeway, Suite 400
Houston, TX 77079

Memorial City Redevelopment Authority/TIRZ 17
9600 Long Point Rd, Suite 200
Houston, TX 77055

Invoice number 2502
Date 07/18/2023

Project 1240 Sports Complex HRG Support

Professional Services Provided Through July 14, 2023

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Remaining	Current Billed
PROJECT SUPPORT	50,580.00	22,972.50	41,895.00	8,685.00	18,922.50
Total	50,580.00	22,972.50	41,895.00	8,685.00	18,922.50

Professional Fees

	Hours	Rate	Billed Amount
Project Manager			
Derek A. St. John	9.50	225.00	2,137.50
Muhammad M. Ali	6.00	225.00	1,350.00
Patrick W. Phillips	11.00	225.00	2,475.00
Graduate Engineer			
A. Baset Jawed	35.00	135.00	4,725.00
Ashley B. Buckmaster	61.00	135.00	8,235.00
Professional Fees subtotal	122.50		18,922.50
Invoice total			18,922.50

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
2502	07/18/2023	18,922.50	18,922.50				
	Total	18,922.50	18,922.50	0.00	0.00	0.00	0.00

I certify the above to be true and correct

Derek St. John

Please note new mailing address
Please make checks payable to:
Gauge Engineering, LLC
11750 Katy Freeway, Suite 400
Houston, TX 77079



Code #1735
7-18-2023

2/4

Gauge Engineering
11750 Katy Freeway, Suite 400
Houston, TX 77079



Memorial City Redevelopment Authority/TIRZ 17
9600 Long Point Rd, Suite 200
Houston, TX 77055

Invoice number 2499
Date 07/18/2023

Project 1155 W140 EXPANSION - DESIGN

Professional Services Provided Through July 14, 2023

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
General/Rdwy/TCP/Signing Plans	118,985.00	81.00	79,125.03	96,377.85	22,607.15	17,252.82
Drainage Plans	96,395.00	73.00	69,404.40	70,368.35	26,026.65	963.95
PM/Coordination/Misc	42,780.00	82.00	34,437.90	35,079.60	7,700.40	641.70
QA/QC	13,455.00	50.50	6,794.78	6,794.78	6,660.22	0.00
Bid Phase	8,600.00	0.00	0.00	0.00	8,600.00	0.00
Topo Survey-Kuo	27,731.00	92.07	25,531.00	25,531.00	2,200.00	0.00
Environmental-Geotest	5,491.20	90.00	4,942.08	4,942.08	549.12	0.00
Geotechnical-Geotest	20,249.90	90.00	18,224.91	18,224.91	2,024.99	0.00
Pump Station Design - LJA	198,457.60	70.84	140,596.41	140,596.41	57,861.19	0.00
Structural-SSH	16,500.00	0.00	0.00	0.00	16,500.00	0.00
Urban Forestry-CN Khoel	3,850.00	0.00	0.00	0.00	3,850.00	0.00
Expenses/HBJ/Civcast/Misc	4,150.00	0.00	0.00	0.00	4,150.00	0.00
Geotechnical - Aviles	27,025.90	89.55	24,201.76	24,201.76	2,824.14	0.00
Impermeable Wall - Amendment						
Basic Design Services	24,075.00	17.75	4,273.31	4,273.31	19,801.69	0.00
Geotechnical Investitgation - Cibor	69,623.40	77.16	53,723.45	53,723.45	15,899.95	0.00
Subtotal	93,698.40	61.90	57,996.76	57,996.76	35,701.64	0.00
Total	677,369.00	70.88	461,255.03	480,113.50	197,255.50	18,858.47

Invoice total **18,858.47**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
2499	07/18/2023	18,858.47	18,858.47				
	Total	18,858.47	18,858.47	0.00	0.00	0.00	0.00

I certify the above to be true and correct

Muhammad Ali, PE

Please note new mailing address
Please make checks payable to:
Gauge Engineering, LLC
11750 Katy Freeway, Suite 400
Houston, TX 77079



Code #1741
7-18-2023

314

Gauge Engineering
11750 Katy Freeway, Suite 400
Houston, TX 77079



Memorial City Redevelopment Authority/TIRZ 17
9600 Long Point Rd, Suite 200
Houston, TX 77055

Invoice number 2498
Date 07/18/2023

Project 1070 MEMORIAL DRIVE -
CONSTRUCTION PHASE SERVICES

Professional Services Provided Through July 14, 2023

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Construction Phase Services	231,870.00	100.00	231,870.00	231,870.00	0.00	0.00
Expenses	2,000.00	61.53	1,230.54	1,230.54	769.46	0.00
Traffic Signal CPS	15,279.00	100.00	15,279.00	15,279.00	0.00	0.00
Structural Eng CPS	10,000.00	72.35	6,072.50	7,235.00	2,765.00	1,162.50
Supplemental CPS Services	66,500.00	100.00	66,048.60	66,500.00	0.00	451.40
Total	325,649.00	98.91	320,500.64	322,114.54	3,534.46	1,613.90

Invoice total **1,613.90**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
2498	07/18/2023	1,613.90	1,613.90				
	Total	1,613.90	1,613.90	0.00	0.00	0.00	0.00

I certify the above to be true and correct

Muhammad Ali, PE

Please note new mailing address
Please make checks payable to:
Gauge Engineering, LLC
11750 Katy Freeway, Suite 400
Houston, TX 77079



Code #1738A
7-18-2023

4/4

Gauge Engineering
11750 Katy Freeway, Suite 400
Houston, TX 77079



Memorial City Redevelopment Authority/TIRZ 17
9600 Long Point Rd, Suite 200
Houston, TX 77055

Invoice number 2500
Date 07/18/2023

Project 1212 MEMORIAL DRIVE - PHASE II -
DESIGN

Professional Services Provided Through July 14, 2023

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Feasibility Studies - FC 102 (110)	64,820.50	26.35	17,077.23	17,077.23	47,743.27	0.00
Socia/Econ/Enviorn Studies - FC 120 (120)	61,342.86	0.00	0.00	0.00	61,342.86	0.00
Right of Way Data - FC 130 (130)	49,074.52	6.50	0.00	3,189.84	45,884.68	3,189.84
Project Mgmt & Admin - FC 145 (145, 164)	134,870.98	9.00	7,417.90	12,138.39	122,732.59	4,720.49
Topographic Survey - FC 150	90,179.50	42.87	38,660.80	38,660.80	51,518.70	0.00
Roadway Design - FC 160 (160)	295,536.06	25.00	31,770.13	73,884.02	221,652.04	42,113.89
Drainage Design - FC 160 (161)	249,732.50	2.63	180.00	6,570.00	243,162.50	6,390.00
Signing, Pavement, Markings & Signalization - FC 160 (162)	89,565.24	4.34	3,888.24	3,888.24	85,677.00	0.00
Miscellaneous (Roadway) - FC 160 (163)	269,077.84	7.90	6,396.96	21,247.61	247,830.23	14,850.65
Deliverables for FC 160 (160, 161, 163 and 170)	33,362.86	0.00	0.00	0.00	33,362.86	0.00
Total	1,337,562.86	13.21	105,391.26	176,656.13	1,160,906.73	71,264.87

Invoice total **71,264.87**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
2500	07/18/2023	71,264.87	71,264.87				
	Total	71,264.87	71,264.87	0.00	0.00	0.00	0.00

I certify the above to be true and correct

Please note new mailing address
Please make checks payable to:
Gauge Engineering, LLC
11750 Katy Freeway, Suite 400
Houston, TX 77079



Code No. 1738B
7-18-2023

3458

swa

WORK ORDER # 20

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

Date: June 13, 2023
Invoice No: 195315
For Period: May
Project No: RHTT002
Project Manager: James Vick

Project Memorial Drive Construction

WORK PERFORMED:
Construction Phase Services.

Professional Services from May 1, 2023 to May 31, 2023
Professional Personnel

	Hours	Rate	Amount
Principal Vick, James	8.00	245.00	1,960.00
Associate Lock, Joshua	3.00	148.20	444.60

Total Fee Due This Invoice 2,404.60

Total Due this Invoice: \$2,404.60

Authorized Fee:	\$ 93,450.00
Previously Billed:	\$ 87,628.40
Billed to Date	\$ 90,033.00
Remainder Fee:	\$ 3,417.00

Remit to:
SWA Group
P.O. Box 5904
Sausalito, CA 94966

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 #1738A
7-13-2023

3459 1/2

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

Invoice

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

Date	Invoice #
6/30/2023	6-2023-37

Terms	Project
	MCT113

Item	Description	Rate	Prior %	Current %	Amount
Contract Services	Task 1 – Grant Initiation and Execution	19,436.00	95%	3.00%	583.08
Contract Services	Task 2 – National Environmental Policy Act	28,506.00	97.5%	0.50%	142.53
Contract Services	Task 3 – Design and Bid Phase Compliance	26,161.00	15%	10.00%	2,616.10
Contract Services	Task 4 – Construction Phase Compliance	39,057.00	0%	0.00%	0.00
Contract Services	Task 5 – Lifecycle Reporting and Disbursement Assistance	43,221.00	0%	0.00%	0.00
	W140 Detention Basin Expansion				

Please send payment to:
 The Goodman Corporation
 911 W. Anderson Lane, Ste. 200
 Austin, TX 78757

Total	\$3,341.71
Balance Due	\$3,341.71

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



Code #1741
 7-13-2023

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

Invoice

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

Date	Invoice #
6/30/2023	6-2023-36

Terms	Project
	MCT112

Item	Description	Rate	Prior %	Current %	Amount
Contract Services	Task 1 – Memorial Drive Phase 2 Project Funding Pursuit (MCT)	34,500.00	50%	13.00%	4,485.00

Please send payment to:
The Goodman Corporation
911 W. Anderson Lane, Ste. 200
Austin, TX 78757

Total	\$4,485.00
Balance Due	\$4,485.00

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



Code # 1738B
7-13-2023

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

AGENDA MEMORANDUM

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

6. Receive information on City of Houston's new policy regarding budget submissions.

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

AGENDA MEMORANDUM

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

7. CIP Committee update and recommendations:

- a. Consider Tax Abatement Agreement between City of Houston and BLEX Exchange GP VII, LLC.
- b. Receive update from Gauge Engineering, LLC.
- c. Receive update from The Goodman Corporation.
- d. Receive update from SWA.



Economic Development Proposals

Economic Development Committee

March 29, 2023

Andrew Busker – Staff Analyst





Economic Development Presentation

LEED Tax Abatement Proposal

BLEX Exchange GP VII, LLC

9753 Katy Fwy



Tax Abatement Ordinance

Chapter 44 Article IV

- **Ordinance 2022-344 renewed current tax abatement programs through May 19, 2024**
- **LEED Tax Abatement (Sec. 44-131)**
 - Created in 2020 (Ord. 2020-424 & Ord. 2020-1091)
 - Leadership in Energy and Environmental Design (LEED) is a green building rating system developed by the US Green Building Council that provides a framework and standard for green building design, construction, operations, and performance.
 - A commitment to provide a tax abatement on the increase in value of an existing commercial facility or on the value of new construction for which the owner has or intend to obtain LEED Certification.



LEED Tax Abatement

Chapter 44 Article IV Sec.44-131

- **Abatement Based on Certification Level**
 - Silver – 5% tax abatement
 - Gold – 10% tax abatement
 - Platinum – 15% tax abatement
- **Minimum Investment: \$3,000,000**
- **Maximum Term: 10 Years**
- **Program Status: 1 active LEED Tax Abatement Agreement**



LEED Tax Abatement Proposal

9753 Katy Fwy – West Houston

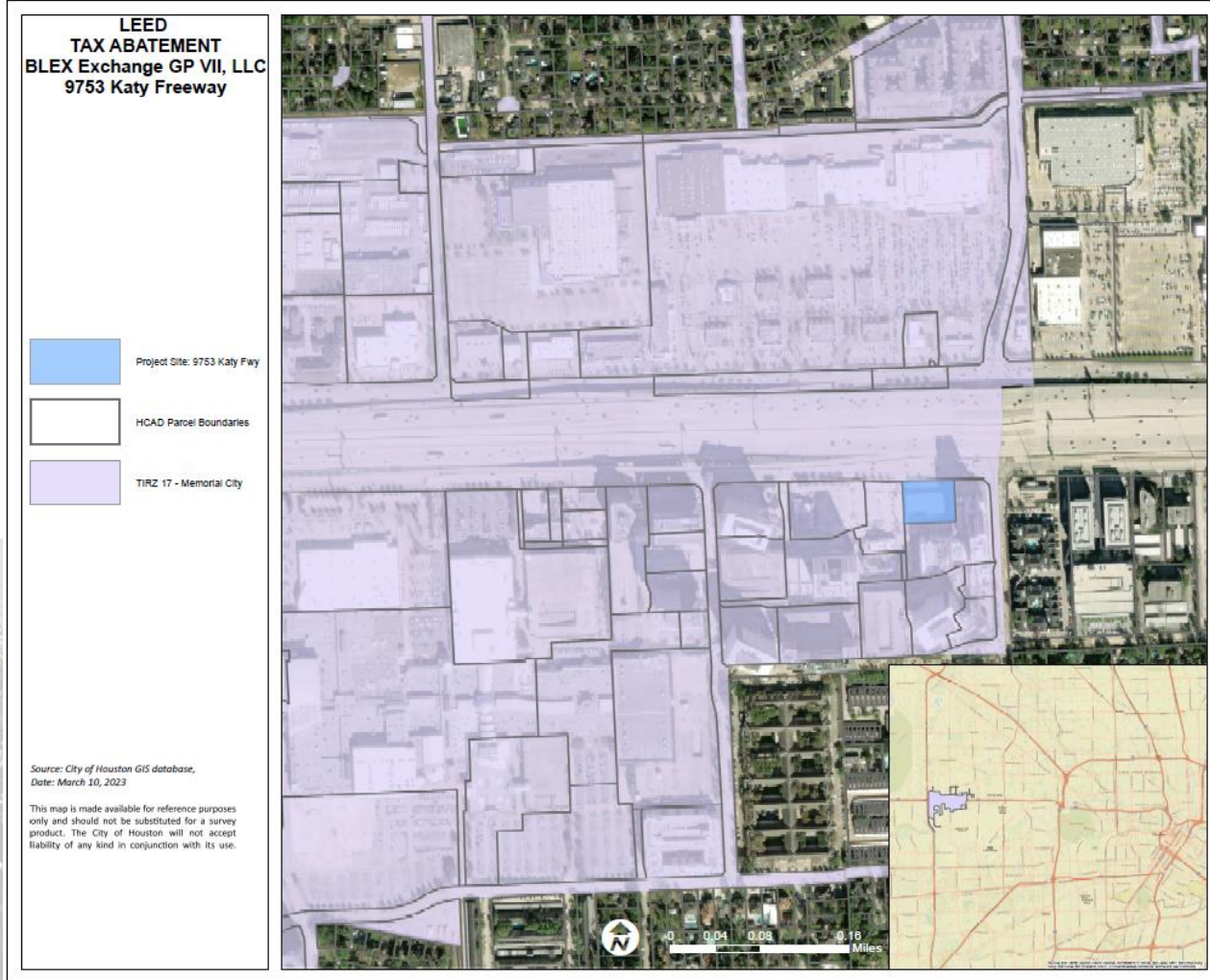




LEED Tax Abatement Proposal

9753 Katy Fwy – West Houston

Project located in the Memorial City area





LEED Tax Abatement Proposal

9753 Katy Fwy – West Houston

Proposed Development:

- Current Site: parking lot
- Proposed: mixed-use commercial
 - 188,550 SF facility
 - Class A office space (177,707 SF)
 - First floor office/restaurant/retail space
- Investment: \$45.5M
- Under Construction*
- Estimated Completion: Summer 2023

Economic Benefits:

- Located in TIRZ 17
- Creating 250 construction jobs
- Over 800 office workers + potential retail/restaurant workers

*Requesting a Variance to the Ordinance

9753 TYPICAL TENANT TEST FIT





LEED Tax Abatement Proposal

9753 Katy Fwy – West Houston

Proposed Abatement:

- Estimated Effective Date:
January 1, 2024
- 5% Abatement on:
 - Building Improvements
- Abatement Projection
 - 1st Year Abatement: \$9,740
 - Average Annual Abatement: \$11,756
- Abatement Term: 10 years or
\$117,565 maximum





10-Year Projection

NEW OFFICE SPACE - 9753 Katy Freeway

PROPERTY TAX PROJECTION

Building Investments	\$ 45,574,433
Machinery & Equipment, Office Space, and Personal Property	\$ -
Percentage of Investment Applied to Improvement	80%
COH Tax Rate	0.0053364

	TAX YEAR	FISCAL YEAR	GROWTH	ESTIMATED ASSESSED VALUE	TIRZ 17 COLLECTED REVENUE	COH COLLECTED REVENUE	LEED SILVER ABATEMENT ON IMPROVEMENTS (5%)	CUMULATIVE ABATEMENT VALUE
Base Value of Improvements	2022	2023		\$ 1,156,994	\$ 6,174	\$ -	\$ -	\$ -
First Year of Abatement	2024	2025	4%	\$ 37,662,820	\$ 191,243	\$ -	\$ 9,740	\$ 9,740
	2025	2026	4%	\$ 39,169,333	\$ 198,881	\$ -	\$ 10,142	\$ 19,883
	2026	2027	4%	\$ 40,736,106	\$ 206,824	\$ -	\$ 10,560	\$ 30,443
	2027	2028	4%	\$ 42,365,551	\$ 215,084	\$ -	\$ 10,995	\$ 41,439
	2028	2029	4%	\$ 44,060,173	\$ 223,675	\$ -	\$ 11,447	\$ 52,886
	2029	2030	4%	\$ 45,822,580	\$ 232,610	\$ -	\$ 11,918	\$ 64,804
	2030	2031	4%	\$ 47,655,483	\$ -	\$ 241,902	\$ 12,407	\$ 77,211
	2031	2032	4%	\$ 49,561,702	\$ -	\$ 251,566	\$ 12,915	\$ 90,126
	2032	2033	4%	\$ 51,544,170	\$ -	\$ 261,616	\$ 13,444	\$ 103,570
Final Year of Abatement	2033	2034	4%	\$ 53,605,937	\$ -	\$ 272,068	\$ 13,994	\$ 117,565
Cumulative Values					\$ 1,274,491	\$ 1,027,152	\$ 117,565	\$ 117,565

Estimated Tax Abatement Effective Date: Jan. 1, 2024

NOTE: TIRZ 17's term currently scheduled to end on Dec. 31, 2029



QUESTIONS

THANK YOU



2023-0515
C90121

TAX ABATEMENT AGREEMENT

BETWEEN

CITY OF HOUSTON

AND

BLEX EXCHANGE GP VII, LLC

This **TAX ABATEMENT AGREEMENT** ("Agreement") is made, entered, and executed by and between the **CITY OF HOUSTON, TEXAS**, a municipal corporation and home-rule city ("**City**"), and **BLEX EXCHANGE GP VII, LLC** ("**Company**"), a Texas privately held limited liability company authorized to transact business in the State of Texas, which presently owns the taxable real property described in EXHIBIT 1 ("The Property") located within the jurisdictional limits of the City of Houston, Harris County, Texas, and specifically located within the "BLEX Exchange Tax Abatement Reinvestment Zone" ("Reinvestment Zone"). Collectively, the City and Company are herein after referred to singularly as "Party" and collectively as the "Parties." Capitalized terms have the meanings defined in the first section of this Agreement.

RECITALS

WHEREAS, encouraging new development and growth of existing development through incentives for green building methods is a priority of City's economic development program; and

WHEREAS, in accordance with the requirements of Section 44-131(a)(1)-(3) of the City's Code, (i) the Company desires to construct a new commercial Facility (hereinafter defined) for which Company has registered to apply for LEED certification, (ii) construction of the Facility had not commenced prior to the submission of Company's application for tax abatement, and (iii) Company expects to incur project costs totaling in excess of \$3,000,000; and

WHEREAS, in accordance with the requirements of Section 44-125 of the City's Code the Company sought a variance to Section 44-131(a)(2) which was approved by the City Council of the City of Houston, Texas by Ordinance No. 2023-515 ; and

WHEREAS, in accordance with Section 44-123 of the City's Code, the Company filed a written application for tax abatement dated July 26, 2022; and

WHEREAS, in accordance with Section 44-131(b) the Company is seeking LEED Silver certification of the Facility; and

WHEREAS, the City Council finds that it is reasonably likely that this Agreement will contribute to the retention, expansion, and creation of primary employment and will attract major investment in the Reinvestment Zone that would be a benefit to property within the Reinvestment Zone and that would contribute to the economic development of the City; and

WHEREAS, the City Council finds that the Improvements (hereinafter defined) are practical and are of benefit to the area within the Reinvestment Zone and to the City; and

WHEREAS, the City Council finds that there will be no substantial potential adverse effect on the provision of City services or on the tax base caused by this Agreement; and

WHEREAS, the Company has represented that the Improvements will be designed, constructed, and installed in the Facility according to all applicable federal, state, and local environmental regulations; and

WHEREAS, the City Council finds that the terms of this Agreement meet the applicable requirements of Chapter 44, Article IV, of the City's Code; and

NOW, THEREFORE, for and in consideration of the premises and mutual promises stated herein, the Parties agree as follows:

1. Definitions

As used in this Agreement, the following capitalized terms shall have the meanings assigned to them below, unless otherwise defined or the context clearly requires otherwise.

- a. "Abatement Application" means the completed tax abatement application filed by Company with the City on February 20, 2023.
- b. "Abated Property" means improvements to the following types of property made subsequent to this Agreement: buildings, structures, fixed machinery and equipment, site improvements, office space and related fixed improvements necessary to the operation and administration of the Facility, and tangible personal property.
- c. "Abatement Ordinance" means the Ordinance approved by City Council relating to this Agreement.
- d. "Abatement Period" means the ten (10) year time period that begins on the Effective Date of Abatement.
- e. "Affiliate" of any person or entity identified in this Agreement means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under direct or indirect common control with such specified person or entity. For purposes of this definition, the term "control" when used with respect to any person or entity in conjunction with the term "affiliate" means (i) the ownership, directly or indirectly, of fifty percent (50%) or more of the voting securities of such person or entity, or (ii) the right to direct management or operations of such person or entity, directly or indirectly, whether through the ownership (directly or indirectly) of securities, by contract or otherwise, and the

terms “controlling” and “controlled” have meaning correlative to the foregoing term “control” as herein defined.

- f. “Agreement” means this Tax Abatement Agreement between the City of Houston and Company.
- g. “Agreement Effective Date” means the date upon which City countersigns this Agreement.
- h. “Base Year Value” means \$1,156,994.00 which is the sum of the assessed value of the improvements to the property in the Reinvestment Zone as of January 1, 2022.
- i. “Chapter 44” means Article IV, Tax Abatement, of the City Code, as amended.
- j. “City” means the City of Houston, Texas.
- k. “City Council” means the City Council of the City of Houston, Texas.
- l. “City Code” means the Code of Ordinances of the City of Houston, Texas, as amended.
- m. “Company” means the abatement recipient, BLEX Exchange GP VII, LLP, a Texas privately held corporation authorized to transact business in the State of Texas, which owns the real and/or personal property against which the ad valorem taxes levied will be partially abated pursuant to Chapter 312 of the Tax Code and Chapter 44 of the City Code.
- n. “Department” means the City's Office of the Mayor, Economic Development, or its successor.
- o. “Director” means the Chief Development Officer of the Department or his or her designee, or any person who may be designated in writing by the Mayor of the City to perform the functions delegated to the Director in this Agreement, but only for so long as the designations remain in effect.
- p. “Effective Date of Abatement” means the January 1st immediately following the date that both the following events have occurred; (i) construction of the Facility has been completed in accordance with the terms of this Agreement, and (ii) a LEED certification has been obtained for the Facility and received by the City.
- q. “EXHIBIT 1” attached to this Agreement and made a part hereof includes a legal description and a map of the Zone.
- r. “EXHIBIT 2” attached to this Agreement and made a part hereof lists the street addresses and the respective HCAD (hereinafter defined) tax account numbers of the taxable property currently and to be located in the Zone.

- s. "EXHIBIT 3" attached to this Agreement and made a part hereof describes the Abated Property.
- t. "EXHIBIT 4" attached to this Agreement and made a part hereof includes financial information, e.g., a project summary and economic impact analysis, related to the Abated Property.
- u. "EXHIBIT 5" attached to this Agreement and made a part hereof includes the letter to the Director regarding the request for a variance.
- v. "Investment Requirement" means the Company's expenditure of approximately \$45,500,000 in funds utilized to construct the Facility.
- w. "Facility" means a real estate development comprised of a commercial office building with potential retail facilities on the first floor.
- x. "Force Majeure" means an event or occurrence caused by (i) provisions of law, or the operation or effects of rules, regulations or orders promulgated by any governmental authority having jurisdiction over Company or the Facility as defined in this Agreement; (ii) any demand or requisition, arrest, order, request, directive, restraint or requirement of any government or governmental agency whether federal, state, military, local or otherwise; (iii) the action, judgment or decree of any court having competing jurisdiction; (iv) floods, storms, hurricanes, evacuation due to threats of hurricanes, lightning, earthquakes, washouts, high water, fires, sinkholes, evacuation due to threats of sinkholes, acts of God or public enemies, wars (declared or undeclared), blockades, epidemics, riots or civil disturbances, insurrections, strikes, labor disputes (it being understood that nothing contained in this Agreement shall require Company to settle any such strike or labor dispute), explosions, breakdown or failure of plant, machinery, equipment, lines of pipe or electric power lines (or unplanned or forced outages or shutdowns of the foregoing for inspections, repairs or maintenance), inability to obtain, renew or extend franchises, licenses or permits, loss interruption, curtailment or failure to obtain electricity, gas, steam, water, wastewater disposal or other utilities, utility services, inability to obtain or failure of suppliers to deliver equipment, parts or material; or (v) any other case (except financial), whether similar or dissimilar, over which Company has no reasonable control and which provides or prevents performance.
- y. "HCAD" means the Harris County Appraisal District.
- z. "Improvements" means buildings, structures, fixed machinery and equipment, site improvements, office space and related fixed improvements necessary to the operation and administration of the Facility, and tangible personal property that are developed, constructed, or installed in the Reinvestment Zone by or on behalf of the Company and its affiliates subsequent to the Agreement Effective Date.

- aa. "Ordinance" means City Ordinance No. 20 23-514 adopted on June 28th, 2023¹ creating the Reinvestment Zone.
- bb. "Real Property" means the land in the Reinvestment Zone and all improvements existing prior to the Agreement Effective Date, on which the Company maintains a long-term ground lease or is or will be owned by the Company if such lease is no longer in effect. The Real Property is more specifically described on EXHIBIT 1.
- cc. "Reinvestment Zone" means the BLEX Exchange Tax Abatement Reinvestment Zone, which is more particularly described in EXHIBIT 2 of this Agreement.
- dd. "Tax Code" means the Texas Tax Code, V.T.C.A., as amended.

2. Authorization

This Agreement is authorized by the Texas Property Redevelopment and Tax Abatement Act, Texas Tax Code, Chapter 312, V.T.C.A., as amended, by authorization of the City pursuant to Chapter 44, Article IV of the Code of Ordinances of the City of Houston, which establishes the property tax abatement program for properties in designated reinvestment zones, and by the Ordinance. Company's execution and performance of this Agreement has been duly authorized and constitutes the valid and binding obligation of Company from and after execution hereof by all Parties.

3. Property

The street addresses and HCAD tax account numbers of the Real Property and the Improvements are listed on EXHIBIT 2.

4. Representations and Warranties

- a. The City properly complied with the notice and public hearing requirements for the designation of a reinvestment zone pursuant to Sec. 312.201 of the Tax Code and did thereby designate the Reinvestment Zone by Ordinance.
- b. The Parties agree that the representations contained in the Abatement Application, and the recitations and findings contained in the Abatement Ordinance adopted by the City are true and correct and are hereby incorporated into this Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Abatement Application, the terms of this Agreement shall control, and the terms of the Abatement Application shall be automatically amended to conform to the terms of this Agreement.
- c. The Company requested a variance to the Abatement Ordinance that construction or installation of the Improvements described in EXHIBIT 3 did not begin after the submission of Company's Abatement Application. The variance was approved by

¹ City Secretary to insert ordinance number and date adopted by City Council.

the City Council of the City of Houston, Texas by Ordinance No. 2023-____. The Company represents that the Real Property is comprised of approximately 1.119 acres of land.

- d. The Company represents that, to the best of the knowledge of William Shaw and employees, and representatives with direct interest of the Company who participated in the negotiation or internal analysis of this Agreement, no interest in the Real Property or the Improvements is held or leased by a member of the City Council or a member of the City's Planning Commission.
- e. The Company represents and warrants that it will invest approximately \$45,500,000.00 in constructing and installing the Improvements in the Reinvestment Zone by the Effective Date of Abatement.
- f. The Company represents and warrants that it will operate the Facility as described in EXHIBIT 4.
- g. The Company represents and warrants that the Improvements will be constructed, installed, and operated in accordance with all applicable federal, state, and local environmental laws and regulations.

5. Terms of the Agreement

- a. The Company shall cause the Improvements to be developed, constructed and installed substantially in conformity with the description, plans, and specifications described in EXHIBIT 3 and applicable provisions of the City of Houston Building Code ("Building Code"). In case of any conflict between EXHIBIT 3 and the Building Code, the Building Code shall prevail. In addition, during the Abatement Period, the Company shall comply with Chapter 42 of the City's Code, if applicable (platting regulations), and all other laws and regulations applicable to the construction and installation of the Improvements.
- b. Upon completion of the construction and installation of the Improvements, the Company shall use the Facility or cause the Facility to be used for the proposed uses specified in this paragraph during the Abatement Period; provided, however, the Director may approve a change from those proposed uses, if the Director determines that the change is consistent with Chapter 44 and with the City's general purpose of encouraging development or redevelopment of the Reinvestment Zone during the Abatement Period.
- c. The Company shall maintain the Improvements in good repair and condition during the Abatement Period.
- d. The Company shall allow City employees to have access to the Facility for the purpose of inspecting the Improvements to ensure that the Improvements are completed, installed, and maintained in accordance with the terms of this

Agreement, during the term of this Agreement. All inspections will be made only after giving the Company at least forty-eight (48) hours' advance notice and will be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the Facility. All inspections will be made during normal business hours with one (1) or more representatives of the Company and in accordance with the Company's safety and security procedures. The above shall not act as a limitation on the City's ability to otherwise perform any inspections or to otherwise enter the Facility pursuant to the Code, the Building Code, or otherwise.

- e. The Company shall provide and cause its affiliates to provide City employees reasonable access to any relevant records requested and necessary for the purpose of conducting an audit of the Facility to ensure compliance with this Agreement. Any such audit shall be made only after giving the Company at least seven (7) days' advance notice and will be conducted in such a manner as to not unreasonably interfere with the operation of the Facility. Documents and materials provided by the Company or its affiliates to the City in connection with any audit or other inspections under this Agreement which contain information that is, or which themselves are, confidential or proprietary to Company shall not be removed from the Facility nor shall the information contained in them be used or disclosed by the City other than for the sole purpose of determining the Company's compliance with the terms and conditions of this Agreement, unless disclosure is otherwise required by state or federal law. In the event that the City receives any request for information pursuant to the Texas Open Records Act or similar provision of federal law, the City agrees to promptly give the Company notice of that request. If the Company, for itself or one or more of its affiliates, advises the City that it believes that the right of the City to withhold said information from disclosure is allowed by the Texas Open Records Act or other applicable state or federal statute, rule or regulation, the City agrees to withhold the information or to immediately request an opinion from the Texas Attorney General or other appropriate public official with authority under law to render such decision on the right of the City to withhold said information. If the decision rendered is to the effect that disclosure is not required to be made, then the City agrees to withhold disclosure of said information unless thereafter authorized by the Company to be disclosed. The City agrees that during any period after request but before the rendering of a decision by the Texas Attorney General or other appropriate public official regarding the obligation of the City to make disclosure of information deemed confidential, proprietary or both by the Company, it will not disclose the requested information unless ordered to do so by a court of competent jurisdiction.
- f. The Company shall not assign this Agreement without the written approval of the City, which approval from the Director, shall not be unreasonably withheld. In addition, any assignment must comply with the provisions of Section 44-134 of the City's Code and shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same

conditions as set out in this Agreement. No assignment shall be permitted if Company or the assignee is delinquent in payment of ad valorem taxes due the City.

- g. This Agreement may be amended at any time upon the mutual written consent of all Parties hereto subject to approval by the City Council.
- h. Not later than April 15th or such other date as required by HCAD, whichever date is earlier, of each year during of the Abatement Period, the Company shall file the appropriate form with HCAD to qualify for the tax abatement granted under this Agreement for that year. In addition, not later than April 15th or such other date as required by HCAD, whichever date is earlier, of each year during the Abatement Period, the Company shall render to HCAD the value of all taxable personal property, including the tangible personal property included in the Improvements, located in the Zone on the preceding January 1st.
- i. Commencing on the Effective Date of Abatement, and on or before January 1st of each subsequent year during the Abatement Period, the chief financial officer, or equivalent, of the Company shall provide the Director a sworn statement that the Company is in compliance and has been in compliance with all provisions of this Agreement in the prior year.
- j. The chief financial officer, or equivalent, of the Company who cannot make the sworn statement required by paragraph (i) above on any January 1st shall provide the Director with a written statement identifying any provision of the Agreement with which the Company is not or has not been in full compliance.
- k. Failure by the chief financial officer, or equivalent, of the Company to timely provide the Director with either the sworn statement required by paragraph (i) above or the statement required by paragraph (j) above will result in automatic default under this Agreement for which no notice of default or opportunity to cure shall be required.
- l. The Company shall have the option and right at any time during the Abatement Period, to give the City written notice that the Company has elected to terminate this Agreement and its right to a tax abatement on the Improvements (a "Termination Notice") effective as of the year in which the Termination Notice is given by the Company; provided, however, at the time the Termination Notice is given by the Company, no event of default shall exist which has not been cured. Upon the giving of a Termination Notice by the Company and subject to the proviso of the preceding sentence, this Agreement and all rights and obligations of the Parties shall cease and terminate, and the Company shall not be entitled to any tax abatement pursuant to this Agreement for the year in which the Termination Notice is given by the Company and for all years remaining in the Abatement Period.

6. Tax Abatement

- a. The Base Year Value is \$1,156,994.00

- b. In consideration of the Company's commitment to invest approximately \$45,500,000.00 in the Improvements in the Reinvestment Zone and Company's commitment to achieve LEED Silver certification, the City agrees to grant the Company a five percent (5%) abatement of the ad valorem taxes on the increase of the value of the Improvements over the Base Year Value of the Improvements in the Reinvestment Zone during the Abatement Period.
- c. The estimated value to be abated is a cumulative \$117,564 over ten (10) years with the first-year abatement estimated to be \$9,740 and the average annual abatement estimated to be \$11,756.
- d. The Abatement Period begins on the January 1st following the date on which the United States Green Building Council provides LEED Silver certification and a final certificate of occupancy for the Improvements is issued by the City. In no case shall the Abatement Period exceed ten (10) years from the Effective Date of Abatement.
- e. From the Agreement Effective Date to the Effective Date of Abatement, ad valorem taxes levied on ineligible property, as that term is defined in Section 44-127(e) of the City Code, including the Real Property, shall be fully payable.
- f. From the Effective Date of Abatement to the end of the Abatement Period:
 - (1) Ad valorem taxes levied on "ineligible property," as that term is defined in Section 44-127(e) of the Code, including the Real Property, shall be fully payable.
 - (2) Ad valorem taxes levied on the Base Year Value of "eligible property," as that term is defined in Section 44-127(d) of the Code, shall be fully payable.
 - (3) Ninety-five percent (95%) of the ad valorem taxes levied on the Improvements, as determined each year, shall be fully payable.
- g. The City shall enter into only one tax abatement agreement for the Facility described in this Agreement during the existence of the Reinvestment Zone.

7. Default and Recapture

a. Events of Default

The Company shall be in default under this Agreement if any of the following occur at any time from the Agreement Effective Date until the expiration of the Abatement Period or such earlier date on which this Agreement may otherwise expire or otherwise be terminated:

- (1) The Facility is completed and is occupied, but does not receive LEED Silver certification from the United States Green Building Council or subsequently is wholly

vacated or abandoned for any reason other than the occurrence of a fire, explosion, or other casualty or accident or natural disaster;

- (2) The Company fails to comply timely with investment or payment requirements stated in this Agreement;
- (3) The Company fails to comply timely with any material term of this Agreement;
- (4) The Company fails to file any required report or statement or to give any required notice pursuant to this Agreement; or
- (5) Employees or designated representatives of the City determine pursuant to an inspection under Section 44-132 of the City Code that the Company has not complied with this Agreement.

b. Notice

- (1) If the Director determines that an event of default has occurred, the Director shall notify the Company in writing at the address stated in the Agreement, and if the condition of default is not cured within sixty (60) days from the date of the notice, then the City may take any one or more of the following actions set forth in Section 7(d) of this Agreement; provided, however, that the City shall only be required to give a sixty (60) day notice of default for failure to comply with the Investment Requirement. The Company's failure to comply with the Investment Requirement is an "incurable default." Within such sixty (60) day notice period, the Company shall be entitled to question the accuracy of the City's determination of the incurable default but shall not be entitled to cure the default. After the sixty (60) day notice period, if the City concludes that its determination of the incurable default is correct ("noticed incurable default"), then the City shall be entitled to pursue any one or more of the remedies set forth in Section 7(d) of this Agreement.
- (2) If the Company is in default under Section 7(a) of this Agreement, the Company shall notify the City within ninety (90) days of the default and if the default is one that can be cured hereunder, the default shall be cured within sixty (60) days following the date of the notice of default. If the Company fails to cure the curable default within such sixty (60) day period, then the City may pursue any one or more of the remedies listed in Section 7(d) of this Agreement.

c. Cure

In curing an event of default based on any of the items set forth in Section 7(a) of this Agreement, and assuming the event of default is curable and is not an incurable default, the Company shall provide sufficient evidence to the Director that the default has been cured within sixty (60) days following the date of the notice of default. Sufficient evidence shall include the providing of the information not timely provided and/or providing

evidence of the completion of the act(s) not timely performed. The City shall have the right to ask for additional information to confirm the adequate cure of any default.

d. City Remedies for Default

- (1) In the event of a noticed incurable default or a curable default which has not been cured after notice and an opportunity to cure was given, no tax abatement shall be allowed for the calendar year in which the default occurs (and thereafter) and the City shall have the right to pursue any one or more of the following remedies: terminate the Agreement; terminate the Company's right to any future abatement under the Agreement without terminating the Agreement; pursue any and all remedies allowed under the Agreement; and pursue any and all remedies allowed under Texas law.
- (2) In addition to the foregoing, in the event of a noticed incurable default or a curable default which has not been cured after notice and an opportunity to cure has been given, the City, in its sole discretion, may recover the taxes abated during the year for which said default occurred. Provided, however, that if the uncured default is for delinquency of payment of ad valorem taxes due the City, or abandonment as specified in Paragraph 7 a. (1) of this Agreement, then the City may recover all taxes abated for both the year in which the default occurred as well as all taxes abated in previous years. The Company shall pay to the City all such previously abated taxes that are due within thirty (30) days of the City's written demand therefor. Any taxes or economic incentive not paid timely shall bear interest at the rate of twelve percent (12%) annually.
- (3) Notwithstanding the foregoing, the Director and the City Attorney are hereby authorized to negotiate and enter into amendments and revisions to the Agreements under which there are noticed incurable defaults or curable defaults which have not been cured after notice and opportunity to cure has been given. In the foregoing circumstances, the Parties are also authorized to negotiate and enter into any other and further agreements they determine best protect the City's interests.

e. Survival

The City's right and authority to pursue any default and to recover abated taxes granted under this Section 7 shall survive the amendment, revision, expiration, or termination of this Agreement.

8. Administration

- a. The Chief Appraiser of HCAD shall annually determine the taxable value of the Improvements listed in EXHIBIT 3. Once the taxable values of the Improvements have been established and the amount of the tax abatement calculated, the Chief Appraiser of HCAD shall notify the affected jurisdictions that levy taxes on the Improvements of the amounts of the taxable values of the Improvements.

- b. Upon completion of construction or installation of the Improvements, the Director shall annually evaluate the Facility to ensure compliance with this Agreement and prepare a report of any violations of this Agreement.

9. Compliance with Applicable Government Regulations

Except as specifically provided herein, nothing in this Agreement shall be construed to alter or affect the obligation of the Company to comply with any ordinance, rule or regulation of the City, or the laws and regulations of the State of Texas and the United States.

10. Governing Law; Venue

This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State District Court of Harris County, Texas.

11. Merger

The Parties agree that this Agreement and its incorporated Exhibits contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this Agreement.

12. Notices

All notices shall be in writing and unless hand-delivered, shall be sent by U.S. Mail certified, return receipt requested. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Company: BLEX EXCHANGE GP VII, LLC
945 Bunker Hill Road, Suite 400
Houston, Texas 77024

Attention: William Shaw

To the City: Mailing Address:
Chief Development Officer
Office of the Mayor, Economic Development
P. O. Box 1562
Houston, Texas 77251

Physical Address:
Chief Development Officer
Office of the Mayor, Economic Development
901 Bagby, 4th Floor
Houston, Texas 77002

Each Party may designate a different address by giving the other Party written notice ten (10) days in advance of such designation.

13. Severability

If any term, provision or condition of this Agreement, or any application thereof, is held invalid, illegal or unenforceable in any respect under any Law (as hereinafter defined), this Agreement shall be reformed to the extent necessary to conform, in each case consistent with the intention of the Parties, to such Law, and to the extent such term, provision or condition cannot be so reformed, then such term, provision or condition (or such invalid, illegal or unenforceable application thereof) shall be deemed deleted from (or prohibited under) this Agreement, as the case may be, and the validity, legality and enforceability of the remaining terms, provisions and conditions contained herein (any other application such term, provision or condition) shall not in any way be affected or impaired thereby. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement in a mutually acceptable manner so as to affect the original intent of the Parties as closely as possible to the end that the transactions contemplated hereby are fulfilled to the extent possible. As used in this Section 13, the term "Law" shall mean any applicable statute, law (including common law), ordinance, regulation, rule, ruling, order, writ, injunction, decree or other official act of or by any federal, state or local government, governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, or judicial or administrative body having jurisdiction over the matter or matters in question.

14. Force Majeure

In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such Party, to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the Force Majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such Force Majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence.

15. Interpretation

When a reference is made in this Agreement to a Section, Paragraph or Exhibit, such reference shall be to a Section, Paragraph of, or Exhibit to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "include," "includes," and "including" when used in this Agreement shall be deemed in such case to be followed by the phrase "but not limited to" words used in this Agreement, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context shall require. This Agreement is the joint product of the Parties, and each provision of this Agreement has been subject to the mutual consultation, negotiation and agreement of each Party and shall not be construed for or against any Party.

16. Consent to Suit

Nothing in this Agreement shall be considered an express or implied consent by the City to being sued.

17. Counterparts


This Agreement has been executed by the Parties in multiple originals, each having full force and effect.

[Execution page follows]



BLEX EXCHANGE GP VII, LLC
a Texas privately held company

By: 
William Shaw, Director of Tax


ATTEST:

By: 
Name: LANCE PACE
Title: Secretary

CITY OF HOUSTON, TEXAS


Mayor 

ATTEST/SEAL:


City Secretary

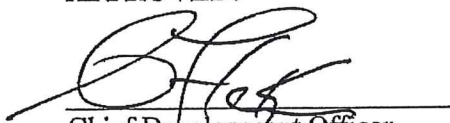
COUNTERSIGNED:

 
City Controller

DATE COUNTERSIGNED:

7-12-23

APPROVED:


Chief Development Officer,
Office of the Mayor, Economic Development

APPROVED AS TO FORM:

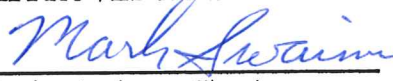

Senior Assistant City Attorney
L.D. File No.

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY



WINDROSE
LAND SURVEYING | PLATTING

**DESCRIPTION OF
1.119 ACRES OR 48,733 SQ. FT.**

A TRACT OR PARCEL CONTAINING 1.119 ACRES OR 48,733 SQUARE FEET OF LAND, SITUATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 121, HARRIS COUNTY, TEXAS, BEING OUT AND A PART OF UNRESTRICTED RESERVE "A" OF LIFESTYLE TRACT AT MEMORIAL CITY, A PLAT RECORDED UNDER FILM CODE NUMBER (F.C. No.) 597067, OF THE HARRIS COUNTY MAP RECORDS (H.C.M.R.), AS CONVEYED TO LIPEX PROPERTIES, LP AS RECORDED IN HARRIS COUNTY CLERK'S FILE NO. 20110483919, WITH SAID 1.119 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH BEARINGS BEING BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83:

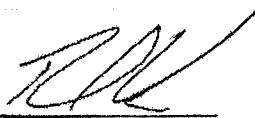
COMMENCING AT THE NORTHWEST CUTBACK CORNER AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY (R.O.W.) LINE OF BUNKER HILL ROAD, (WIDTH VARIES) AND THE SOUTH R.O.W. LINE OF INTERSTATE 10 (275 FEET WIDE);

THENCE, SOUTH 88 DEG. 42 MIN. 11 SEC. WEST, ALONG THE SOUTH R.O.W. LINE OF SAID INTERSTATE 10, A DISTANCE OF 139.24 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE NORTHEAST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS SAID UNRESTRICTED RESERVE "A" THE FOLLOWING 3 (THREE) COURSES AND DISTANCES;

1. SOUTH 02 DEG. 48 MIN. 21 SEC. EAST, A DISTANCE OF 196.25 FEET TO A CUT X SET FOR THE SOUTHEAST CORNER;
2. SOUTH 87 DEG. 11 MIN. 39 SEC. WEST, A DISTANCE OF 244.20 FEET TO THE SOUTHWEST CORNER;
3. NORTH 02 DEG. 52 MIN. 15 SEC. WEST, A DISTANCE OF 202.69 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE SOUTH R.O.W. LINE OF SAID INTERSTATE 10 FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 88 DEG. 42 MIN. 11 SEC. EAST, ALONG THE SOUTH R.O.W. LINE OF SAID INTERSTATE 10, A DISTANCE OF 244.52 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.119 ACRES OR 48,733 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 47916-OFFICE-TAX EXB, PREPARED BY WINDROSE LAND SERVICES,


ROBERT KNESS
R.P.L.S. NO. 6486
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800



07-03-19
DATE:

EXHIBIT 1

BOUNDARY MAP OF PROPERTY

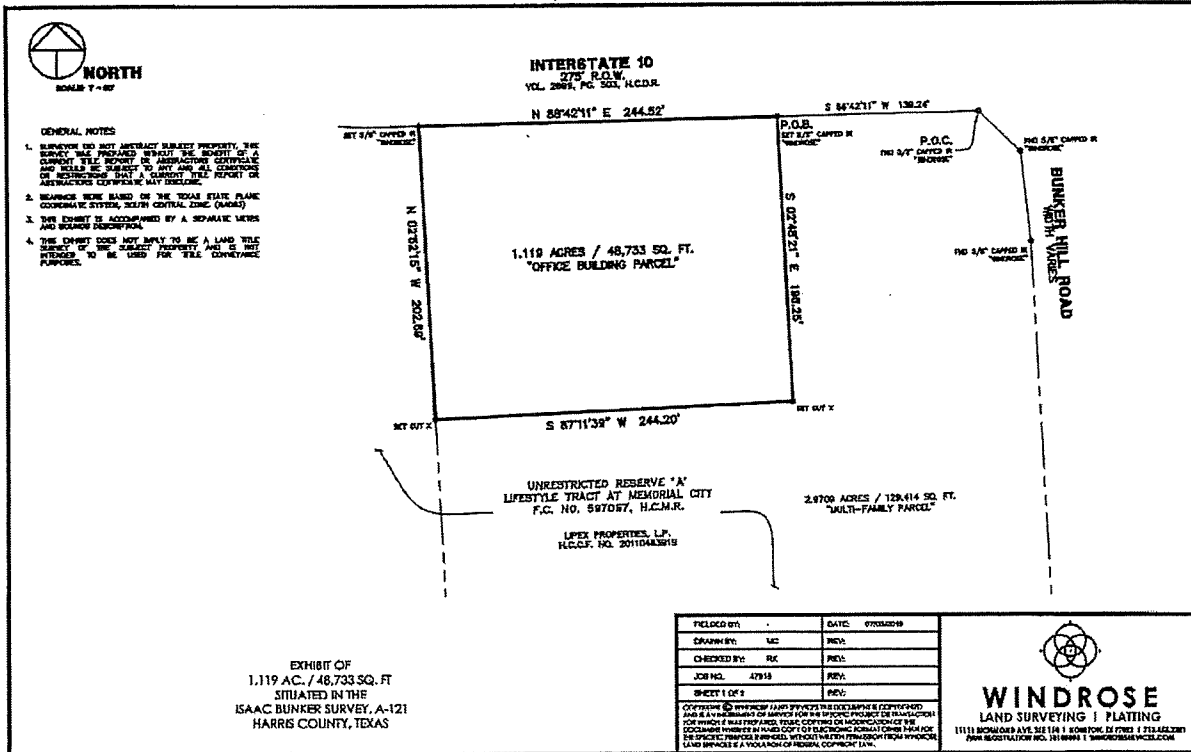


EXHIBIT 2

Tax Account Number

Street Address

1277490010028

9753 Katy Freeway, Houston, Texas 77024

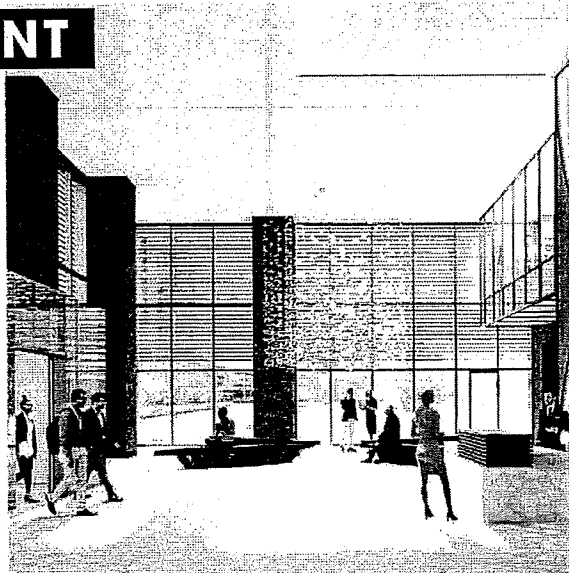
EXHIBIT 3

ABATED PROPERTY

The "Improvements" as that term is defined in the Tax Abatement Agreement to which this EXHIBIT 3 is attached, are composed of Abatement Property, as defined in this Agreement, installed after the date on which the Abatement Application was submitted, as included with the project detail set forth in the development summary attached hereto.

DEVELOPMENT SUMMARY

- SUMMER 2023 ESTIMATED OPENING
- 9-STORY CLASS A OFFICE BUILDING
- 188,550 SF (OFFICE/RETAIL)
- FIRST FLOOR: 10,843 RSF/RETAIL & 2,724 RSF/OFFICE
- INTEGRATED 1ST FLOOR RETAIL/RESTAURANT
- PARKING RATIO: 4/1,000
- VISITOR PARKING ON THE 1ST FLOOR OF THE GARAGE
- CONNECTED PARKING GARAGE WITH SKY BRIDGE ON THE 2ND FLOOR
- TRACKING LEED SILVER
- WELL HEALTH SAFETY RATED
- EFFICIENT 4-ELEVATOR CORE & FREIGHT
- ON-SITE PROPERTY MANAGER
- 24/7 SECURITY AND CARD KEY ACCESS
- ELECTRIC CAR CHARGING STATIONS
- SMART BUILDING FEATURES
- TENANT EXPERIENCE APP



9753 TYPICAL TENANT TEST FIT

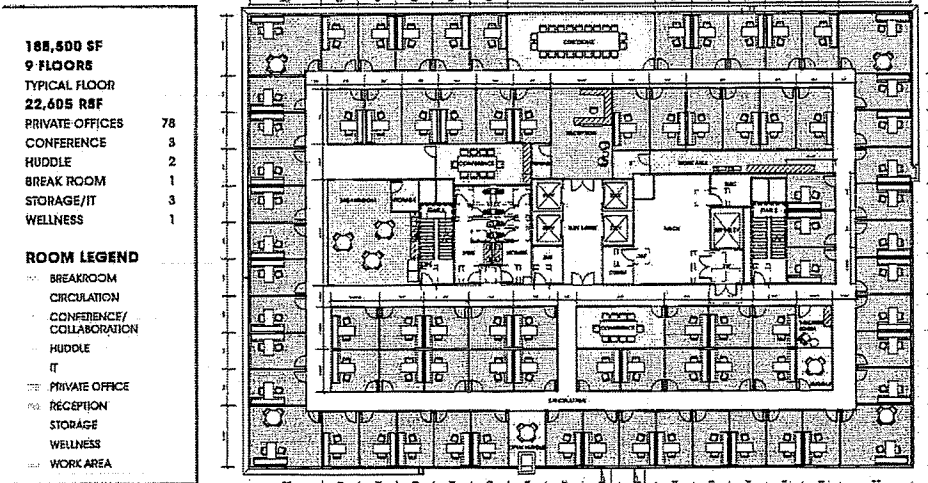


EXHIBIT 4

PROJECT SUMMARY AND ECONOMIC IMPACT ANALYSIS

PROJECT SUMMARY

Located in the Memorial City area, the Project is a nine-story mixed-use commercial building with a skywalk connecting to the adjacent parking garage. Much of the building is designed for Class A office (188,550 SF) and the first floor (10,843 SF) has the potential to be Class A office or retail and restaurant use. The Company is pursuing a LEED Silver rating from the Green Building Council for this Project.

An environmental impact study is not applicable for this Project.

ECONOMIC IMPACT ANALYSIS

The construction budget for the Project is currently \$45,574,433.14 (\$45.6 Million). The Project is anticipated to generate 250 construction-related jobs. Eight floors of exclusively Class A office space will accommodate over 600 workers. The Project also generates additional jobs including maintenance staff as well as the potential for restaurant and retail employees. Additional sales and use taxes would be generated in two ways: first from potential retail and restaurant spaces in the facility if those types of users lease space, and second from the restaurant spaces within and adjoining The Lawn development adjacent to the Project due to increased activity from the workforce located at this site.

The Project is located within the boundaries of TIRZ 17 (Memorial City), and the City has 100% participation in this TIRZ; therefore, City ad valorem taxes for this Project are passed to the TIRZ until December 31, 2029, at which date TIRZ 17 is expected to be dissolved. This tax abatement has negligible negative financial impact on TIRZ 17 because the TIRZ is projected to receive a net positive \$1.3 Million in ad valorem tax revenue from this Project over the term of the abatement. Additionally, TIRZ 17 is estimated to receive approximately \$20 Million in City ad valorem tax revenue annually. The tax abatement has no direct financial impact on the City until January 1, 2030. The City is anticipated to receive \$1 Million in ad valorem tax revenue from this Project over the term of the abatement if TIRZ 17 is dissolved at the end of its current set term. The potential for TIRZ 17's term to be extended exists, which would transfer anticipated revenue to the City from the Project back to TIRZ 17.

The following page shows the tax abatement and related ad valorem tax revenue projection associated with this Project based on the reported amount of investment.

EXHIBIT 4

ECONOMIC IMPACT ANALYSIS (CONT.)

NEW OFFICE SPACE - 9753 Katy Freeway

PROPERTY TAX PROJECTION

Building Investments	\$ 45,574,433
Machinery & Equipment, Office Space, and Personal Property	\$ -
Percentage of Investment Applied to Improvement	80%
COH Tax Rate	0.0053864

	TAX YEAR	FISCAL YEAR	GROWTH	ESTIMATED	TIRZ 17	COH	LEED SILVER	CUMULATIVE
				ASSESSED VALUE	COLLECTED REVENUE	COLLECTED REVENUE	ABATEMENT ON IMPROVEMENTS (5%)	
Base Value of Improvements	2022	2023		\$ 1,156,994	\$ 6,174	\$ -	\$ -	-
First Year of Abatement	2024	2025	4%	\$ 37,662,820	\$ 191,243	\$ -	\$ 9,740	\$ 9,740
	2025	2026	4%	\$ 39,169,333	\$ 198,881	\$ -	\$ 10,142	\$ 19,883
	2026	2027	4%	\$ 40,736,106	\$ 206,824	\$ -	\$ 10,560	\$ 30,443
	2027	2028	4%	\$ 42,365,551	\$ 215,084	\$ -	\$ 10,995	\$ 41,439
	2028	2029	4%	\$ 44,060,173	\$ 223,675	\$ -	\$ 11,447	\$ 52,886
	2029	2030	4%	\$ 45,822,580	\$ 232,610	\$ -	\$ 11,918	\$ 64,804
	2030	2031	4%	\$ 47,655,483	\$ -	\$ 241,902	\$ 12,407	\$ 77,211
	2031	2032	4%	\$ 49,561,702	\$ -	\$ 251,566	\$ 12,915	\$ 90,126
	2032	2033	4%	\$ 51,544,170	\$ -	\$ 261,616	\$ 13,444	\$ 103,570
Final Year of Abatement	2033	2034	4%	\$ 53,605,937	\$ -	\$ 272,068	\$ 13,994	\$ 117,565
Cumulative Values					\$ 1,274,491	\$ 1,027,152	\$ 117,565	\$ 117,565

Estimated Tax Abatement Effective Date: Jan. 1, 2024

NOTE: TIRZ 17's term currently scheduled to end on Dec. 31, 2029

PROGRESS REPORT

AUGUST 2023

MEMORIAL CITY REDEVELOPMENT AUTHORITY/TIRZ 17



Planning/Preliminary:

- **City of Houston / HR Green Sports Complex Support:**
 - Conducted meeting with City/TIRZ 17/HR Green to review Gauge/TIRZ 17 scenarios
 - Submitted technical review memo with upgraded improvement scenarios
 - Requested update from the City and project team

- **Memorial Drive – Phase II**
 - Advanced roadway, drainage, utilities, and traffic control plans to 30% level
 - Begin QA/QC process – August 21st.
 - Complete 30% plans by August 28th.

Design:

- **W140 Basin Deepening/Pump:**
 - Advancing plans to 90%.
 - Draft Bentonite slurry wall geotechnical report submitted.
 - Bentonite slurry wall design initiated.
 - Presented bentonite wall to City PWE department.

Construction:

- **Memorial Drive – PH -II**
 - City accepted all items
 - Waiting on their response to the sanitary sewer liner restoration

To: Scott Bean
From: Jim Webb, AICP, ENV SP
Project Name: TIRZ 17 Memorial City Redevelopment Authority HGAC TIP Call for Projects Funding Pursuit Assistance
Project Code: MCT112
Billing Period: Jul-23

Progress Complete

Task	Prior Percent	Current Percent
1	63.00%	70.00%

Progress Details**1 – Memorial Drive PH 2 Project Funding Pursuit**

TGC completed readiness factor documentation and submitted this to H-GAC in the month of July. TGC also participated in meetings with H-GAC staff on upcoming benefits quantification templates. TGC developed a memorandum identifying a path forward cognizant of combined earmark and TIP funding for the project.

To: Scott Bean
From: Kara McManus
Project Name: W-140 Detention Basin Improvements Project EPA State and Tribal Assistance Grant Compliance and MGMT Assi
Project Code: MCT113
Billing Period: Jul-23

Progress Complete

Task	Prior Percent	Current Percent
1	98.00%	98.00%
2	98.00%	98.00%
3	25.00%	25.00%
4	0.00%	0.00%
5	0.00%	0.00%

Progress Details**1 – Grant Initiation and Execution**

No work performed on this task.

2 – NEPA

No work performed on this task.

3 – Design and Bid PH Compliance

No work performed on this task.

4 – Construction PH Compliance

Pending grant execution.

5 – Lifecycle Reporting and Disbursement Assistance

Pending grant execution.

To: Scott Bean
From: Jim Webb, AICP, ENV SP
Project Name: Ongoing Pursuit of Funding
Project Code: MCT114
Billing Period: Jul-23

Progress Complete

Task	Prior Percent	Current Percent
1	62.51%	66.68%
2	30.08%	30.08%

Progress Details

1 – Monitor and Present Funding Opportunities

Program: Multimodal Project Discretionary Program (MPDG)

Administering Agency: U.S. Department of Transportation

Nationally Significant Freight and Highway Projects (Infra Program) - awards competitive grants to multimodal freight and highway projects of national or regional significance to improve the safety, accessibility, efficiency, and reliability of the movement of freight and people in and across rural and urban areas. Eligible projects will improve safety, generate economic benefits, reduce congestion, enhance resiliency, and hold the greatest promise to eliminate supply chain bottlenecks and improve critical freight movements.

- Recommended project size: Amount available: up to \$8B (FY 2022-26)
- FY 2023 Cycle ~\$3.1 B (including unawarded funds from FY 2022)
- Large Project category: >\$100M
 - Set aside: 30% of awards for projects based in one state.
 - Set aside: 50% of awards for projects shared across states.
- Small Project Category: < \$100M

Previous costs incurred can be counted towards the minimum project size if they fall under the allowable costs category. The costs incurred will not be reimbursed with Infra grant funds, nor will they count toward the project's required non-Federal share.

Rural Surface Transportation Grant Program (Rural Program) - supports projects that improve and expand nation's surface transportation infrastructure in rural areas to increase connectivity, improve the safety and reliability of the movement of people and freight, and generate regional economic growth and improve quality of life. Eligible projects for rural grants include highway, bridge, and tunnel projects that help improve freight, safety, and provide or increase access to agricultural, commercial, energy, or transportation facilities that support the economy of a rural area.

- Recommended project size: Amount available: up to \$2B (FY 2022-26)
- FY 2023 Cycle ~\$675M (including unawarded funds from FY 2022)
- Award Size:
 - 90% of awards: \$25M or more
 - 10% of awards: <\$25M
- 15 % of the Rural program funds shall be reserved for eligible projects located in States that have rural roadway fatalities as a result of lane departures that are greater than the average of rural roadway fatalities as a result of lane departures.
- 25% of the Rural program funds shall be reserved for eligible projects that further the completion of designated routes of the Appalachian Development Highway System.

Projects submitted under this combined call will automatically be evaluated across the three programs unless the applicant chooses to opt out of a particular category. This is the second year of the program call.

Total Award Pot - Up to \$15B between FY 2022-26. Mega Program – up to \$5B, Infra Program – up to \$8B, and Rural Program – up to \$2B. This NOFO will disburse funds up to \$5.575 B across the 3 programs. The funding allocation includes up to \$1.8 billion for the Mega program, up to \$3.1 billion for the INFRA program, and up to \$675 million for the Rural program in FY 2023 cycle.

NOFO Link: https://www.grants.gov/web/grants/view-opportunity.html?oppld=348882&utm_source=substack&utm_medium=email

Program: Distressed Area Recompete Pilot Program Phase 1
Administering Agency: Economic Development Administration (EDA) and Department of Commerce (DOC)
Application Deadline: October 05, 2023

The Distressed Area Recompete Pilot Program (Recompete Pilot Program) aims to alleviate persistent economic distress and support long-term, comprehensive economic development and job creation in places with a high prime-age (25 to 54 years) employment gap. The program uses prime-age employment gap (PAEG) as an indicator of economic distress because it accounts for prime-age workers who have stopped looking for jobs and left the labor force, not just those who are currently unemployed. This is a two-phase grant program where only successful applicants to Phase 1 will be invited to apply for Phase 2.

• Phase 1 will award:

-Recompete Plan Approval: aimed at identifying eligible candidates who already have a plan in place. Only successful applicants will be permitted to apply for the Recompete Pilot Phase 2 NOFO – Implementation round.
and/or

- Strategy Development Award: aimed at developing a strategy to organize resources and planning activities before going after implementation. Strategy Development Grant provides funding to eligible applicants (consortia included) to address prime-age employment gap.

•Phase 2 will award:

- Implementation Award: aimed at investments that can support a wide range of implementation activities across workforce development, business and entrepreneur development, infrastructure, and additional planning, predevelopment, or technical assistance. NOFO for this stage yet to be released.

Total Award Pot: \$200 M (available until expended, no designated time frame)

NOFO Link: https://www.eda.gov/sites/default/files/2023-06/Recompete_Pilot_Program_NOFO_phase_1_vF.pdf

Program: Reconnecting Communities / Neighborhood Access and Equity
Administering Agency: USDOT
Application Deadline: 28 September 2023

RCN NOFO is a combined call for two programs: the Reconnecting Communities Pilot (RCP) and Neighborhood Access and Equity (NAE) Program. The programs focus to advance community-centered transportation connection projects that improve access to jobs, education, health care, food, nature and recreation and foster equitable development with specific applicability to eligible facilities. The program priorities projects that benefit disadvantaged communities. Selected applications will receive funding under following categories:

- Community Planning Grants will award RCP and/or NAE funding for planning activities for future construction projects and allow for innovative community planning to address localized transportation challenges.
- Capital Construction Grants will award RCP and/or NAE funding to carry out a project to remove, retrofit, mitigate, or replace an existing eligible dividing transportation facility with a new facility that reconnects communities; mitigates a burdening transportation facility that is a source of air pollution, noise, stormwater, heat, or other burdens; or implements a strategy to reduce environmental harm and/or improve access through transportation improvements.
- Regional Partnerships Challenge Grants will award NAE funding to a project led by two or more eligible applicants to address a persistent regional challenge related to equitable access and mobility. Eligible activities for Regional Partnerships Challenge Grants are the same as those listed under Capital Construction and Community Planning Grants but must have a regional focus, and clearly demonstrate regional coordination and leveraging of local, State, and Federal resources and policies.

Total Award Pot: \$3.3 B (FY 2023) - \$188M for planning grants, \$2.71 B capital grants and \$450 M for regional partnerships

Note: Out of \$3.3B, \$1.26B (40%) set aside for disadvantaged communities nationwide.

- RCP: \$198M (\$50M for planning grants; \$148M for capital grants)
- NAE: \$3.155B (\$135M for planning grants; \$2.57B for capital grants; \$450 M for regional partnerships)

NOFO Link: <https://www.grants.gov/web/grants/view-opportunity.html?opId=348959>

2 – Pursuit of Funding

Drafted memo summarizing next steps related to the HUD earmark tentatively received from Congressman Wesley Hunt's office.

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PROJECT STATUS REPORT BY SWA

SCOPE: LANDSCAPE ARCHITECTURE FOR MEMORIAL CITY REDEVELOPMENT AUTHORITY

PROJECTS: TIRZ #17 RA - CIP

DATE: August 22, 2023

CURRENT PROJECTS STATUS

1. MEMORIAL DRIVE DRAINAGE AND MOBILITY IMPROVEMENTS - (T1731B) (SWA WO#13/#20)

- SWA is providing construction phase services in coordination with Gauge, TXDOT and Memorial Management District, including reviews and documentation concerning final construction completion and acceptance. SWA has completed the final walk-thrus, punchlists and coordination with COH. Coordination with Memorial Management District is still on-going. SWA is also monitoring followup with TXDOT and Authority Staff.

END OF REPORT

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

AGENDA MEMORANDUM

TO: Memorial City Redevelopment Authority TIRZ No. 17 Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

8. Convene in Executive Session pursuant to Section 551.087, Texas Government Code, to discuss or deliberate regarding economic development negotiations; pursuant to Section 551.072, Texas Government Code, to deliberate the purchase, exchange, lease or value of real property; and pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with attorney.
9. Reconvene in Open Session and authorize appropriate actions regarding to economic development negotiations; the purchase, exchange, lease or value of real property; and consultation with attorney.