

MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY

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JOINT MEETING OF THE BOARDS OF DIRECTORS

SEPTEMBER 24, 2020

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REINVESTMENT ZONE NUMBER FIVE, CITY OF HOUSTON, TEXAS

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**TIRZ NO. 5**  
**MEETING OF SEPTEMBER 24, 2020**

Table of Contents

	<u>Page No.</u>
Agenda	1-2
Minutes MHRA June 25, 2020	3-7
Minutes TIRZ No. 5 June 25, 2020	8-9
Hanover Quarterly Update	10-15
Quarterly GID Update	16-20
MWBE Report	21-22
Engineering Matters	
Funding Proposal for Bike Share Station	23
J C Project Update	24
Houston Avenue/White Oak Drive Intersection	
Change Order No. 6	25-27
Shepherd/Durham and Selected Cross Streets Reconstruction	
J C Work Authorization No. 4	28-39
TGC Work Authorization No. 4	40-42
Audit Matters	
Draft Audit	43-65
Board Letter	66-69
Summary Letter	70-71
Committee Appointments	72

## Financial Matters

Resolution Authorizing President to Execute Frost Bank Documents	73-102
Amended Budget	103-122
Financial Statements	123-130
Investment Report	131
Order Evidencing Review of Investment Policy	132-133
Order Adopting List of Qualified Brokers	134-137

**NOTICE OF JOINT MEETING  
MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY  
AND  
REINVESTMENT ZONE NUMBER FIVE, CITY OF HOUSTON, TEXAS**

**THIS MEETING WILL BE CONDUCTED BY  
TELEPHONE/VIDEOCONFERENCE**

**TO: THE BOARDS OF DIRECTORS OF THE MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY AND REINVESTMENT ZONE NUMBER FIVE, CITY OF HOUSTON, TEXAS, AND TO ALL OTHER INTERESTED PERSONS:**

Notice is hereby given that the Board of Directors of the Memorial-Heights Redevelopment Authority (the "Authority") will hold a telephonic/video conference joint meeting with the Board of Directors of the Reinvestment Zone Number Five, City of Houston, Texas, (the "Zone"), open to the public, at 10:00 a.m. on September 24, 2020.

**To Participate by Telephone:** dial [832-856-3756](tel:832-856-3756) and enter Conference ID: 431 112 370#

**To Participate by Videoconference (note, link not compatible with Safari browser):** [Join Microsoft Teams Meeting](#)

If participating by videoconference, downloading the Microsoft Teams app in advance of the meeting is suggested but not required.

This telephonic and video conference meeting is authorized by the suspension of certain provisions of Chapter 551, Texas Government Code, as described below. Electronic copies of the meeting materials are available at <https://memorialheightstirz5.com/meetings/> at such time as the meeting occurs or by contacting Susan Demiany at [Demiany@SKLaw.us](mailto:Demiany@SKLaw.us). At the meeting the following items will be considered and acted on:

1. **Minutes of previous meetings:**
  - a. Approve Authority minutes of June 25, 2020; 3-7
  - b. Approve Zone minutes of June 25, 2020; 8-9
2. **Receive comments and questions from the public;**
3. **Chair Report** (*Authority only*);
4. **President Report** (*Authority only*):
  - a. Receive quarterly Hanover update; 10-15
  - b. Receive quarterly GID update; 16-20
  - c. Receive MWBE report; 21-22
  - d. Consider approval to include Yale and Center Street project in City HSIP submission of projects, and authorize commitment letter;
  - e. Authorize other appropriate action;
5. **Projects and Engineering** (*Authority only*):
  - a. **Receive Projects Committee Report:**
    - i) Approve funding proposal for Bike Share Station [Houston Bike Share]; 23
  - b. **Houston Avenue/White Oak Drive Intersection** [CIP Project T-0520]:
    - i) Update on construction matters [RAC Industries, LLC]; 25-27
  - c. **Little Thicket** [CIP Project T-0521]:
    - i) Update on construction matters [Mills Equipment, LLC];
    - ii) Authorize President to prepare and file with the City of Houston an accounting of use of City's contribution to project;
  - d. **Shepherd/Durham and Selected Cross Streets Reconstruction** [CIP Project T-0523A]:
    - i) Update on project development;
    - ii) Approve JJC Work Authorization T-0523A No. 4; 28-39
    - iii) Approve TGC Work Authorization T-0523A No. 4; 40-42
  - e. **Heights Boulevard Bicycle and Pedestrian Safety Improvements** [CIP Project T-0527]:
    - i) Update on project development;
  - f. **North Canal Project** [CIP Project T-0525]:
    - i) Update on project development;



- g. **West Dallas Restriping Project** [CIP Project T-0528];
  - i) Update on project development;
- h. **Trail Segment between White Oak Bayou and Memorial Park** [CIP Project T-0530];
  - i) Update on project development;
- i. Approve related pay estimates or change orders, or other design, construction, or management contract administration items, and authorize other appropriate action;
- 6. **Approve audit for fiscal year ended June 30, 2020, and authorize filing with the City of Houston; 43-71**
- 7. **Approve Committee Appointments; 72**
- 8. **Financial matters (Authority only):**
  - a. Receive Finance Committee Report;
  - b. Approve authorized signatories for Authority accounts;
  - c. Approve Resolution Authorizing President to execute Public Funds Depository Agreement with Frost Bank; Public Funds Security Agreement with Frost Bank; and Third Party Custodian Agreement and Exhibit A (Authorized Persons) with BNYM; and to take all actions necessary to transition Authority account to Frost Bank; **73-102**
  - d. Approve amended budget for fiscal year ending June 30, 2021, and authorize submission to the City of Houston; **103-122**
  - e. Review and approve reimbursement to Regent Square [GID];
  - f. Receive Financial Report Summary, including account and fund activity statements; **123-130**
  - g. Authorize payment of invoices;
  - h. Investment Report; **131**
  - i. Approve Order Evidencing Review of Amended and Restated Order Designating Investment Officer and Establishing Rules, Policies, and Code of Ethics for the Investment of Authority Funds; **132-133**
  - j. Approve Order Adopting List of Qualified Brokers; **134-137**
  - k. Authorize other appropriate action;
- 9. **Attorney Report;**
- 10. **Executive Session (Authority only, the Zone will recess for duration of closed session):**
  - a. **Convene executive session** for attorney consultation on authorized matters pursuant to Open Meetings Act, § 551.071, Government Code; deliberations regarding purchase, exchange, lease, or value of real property pursuant to Open Meetings Act, §551.072, Government Code; and/or deliberations regarding economic development negotiations pursuant to Open Meetings Act, § 551.087, Government Code;
  - b. **Reconvene public session** and authorize appropriate action regarding executive session discussion;
- 11. **Consider, confirm, or ratify actions of the Authority, as necessary (Zone only);**
- 12. **Adjourn.**

Pursuant to actions by the Governor of the State of Texas on March 16, 2020, certain requirements of Chapter 551, Texas Government Code, have been suspended in response to the COVID-19 pandemic. This action allows governmental bodies to conduct meetings by telephone and/or video conference to advance the public health goal of limiting face-to-face meetings to slow the spread of COVID-19.

  
 SK Law, Attorneys for the Authority and the Zone

**MINUTES OF REGULAR MEETING  
OF  
MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**

**JUNE 25, 2020**

The Board of Directors (the “Board”) of Memorial-Heights Redevelopment Authority (the “Authority”), convened in regular session, open to the public, at 10:00 a.m., on June 25, 2020, via video conference and telephonic conference as authorized pursuant to actions by the Governor of the State of Texas on March 16, 2020, suspending certain requirements of Chapter 551, Texas Government Code. The roll was called of the duly constituted officers and members of the Board, to-wit:

Ann Lents	Chair
Alejandro Colom	Vice Chair
Janice Hale-Harris	Secretary
Bryan Brown	Director
Christopher David Manriquez	Director
Dr. Robert Stein	Director
Marvin Pierre	Director

and all of said persons were present, except Vice Chair Colom, thus constituting a quorum.

Also present at the meeting were Sherry Weesner of SMW Principle Solutions, Inc., President of the Authority; Erin Williford and Kristen Hennings of Jones|Carter (“JC”); Jim Webb of The Goodman Corporation (“TGC”); Melissa Morton of The Morton Accounting Services (“TMAS”); and Laura C. Davis and Susan Demiany of Sanford Kuhl Hagan Kugle Parker Kahn LLP (“SKLaw”).

**DETERMINE QUORUM; CALL TO ORDER**

Chair Lents noted that a quorum was present and called the meeting to order. She advised that the meeting was being recorded.

**APPROVE MINUTES**

The Board considered approving the minutes of the April 23, 2020, meeting. Upon motion by Director Brown, seconded by Secretary Hale-Harris, and after full discussion, the Board unanimously voted to approve the minutes as presented.

**RECEIVE COMMENTS OR QUESTIONS FROM THE PUBLIC**

The next item on the agenda was to receive comments and questions from the public. There were no comments from the public.

**CHAIR REPORT**

Chair Lents updated the Board on the Authority’s submission for additional funds from the BUILD program through HGAC for Phase 2 of the Shepherd/Durham Reconstruction project. She commended Ms. Weesner and Board members and consultants who have made great progress moving the project forward.

## **PRESIDENT REPORT**

### **Review and approve two-step construction contract bid process**

Ms. Weesner reviewed with the Board a proposed two-step construction contract bid process. She explained that this process, which was successful in bidding the Little Thicket Park project, will be just one of the bidding processes used by the Authority. She stated that, due to specific bidding requirements for projects receiving federal funds, this process will not be used for the Shepherd/Durham Reconstruction project.

Upon motion by Director Stein, seconded by Director Manriquez, and after full discussion, the Board voted unanimously to approve the two-step construction contract bid process.

### **Receive budget and CIP Development Timeline**

Ms. Weesner reviewed with the Board a Budget and CIP Development Timeline. She advised the Timeline has been reviewed by the Projects Committee, and is being presented in an effort to assure the process is transparent to the public. She further noted that the Timeline may be adjusted due to changes by the City.

## **PROJECTS AND ENGINEERING**

### **Receive Projects Committee Report**

Director Brown updated the Board on Authority projects. He echoed Chair Lents' appreciation to the team for work accomplished in moving the Authority's projects forward.

### **Approve JJC Work Authorization No.1, Amendment No. 9**

Ms. Hennings reviewed with the Board the JJC Work Authorization No. 1, Amendment No. 9, which includes general on-call matters, design work for the 20<sup>th</sup> Street corridor, and the required updating of the City MWDBE dashboard. Upon motion by Secretary Hale-Harris, seconded by Director Stein, and after full discussion, the Board voted unanimously to approve JJC Work Authorization No. 1, Amendment No. 9.

### **Houston Avenue/White Oak Drive Intersection**

#### **Update on construction matters**

Ms. Hennings updated the Board on construction matters for the Houston Avenue/White Oak Drive Intersection [CIP Project T-0520] [RAC Industries, LLC ("RAC")]. She advised the project is complete, but the contractor continues to await the date that final power to the signals will be turned on by CNP. She presented to the Board Pay Estimate No. 14 in the amount of \$10,861.78, and recommended approval. Director Brown advised the Projects Committee has reviewed the Pay Estimate, and concurs with Ms. Hennings' recommendation. Upon motion by Secretary Hale-Harris, seconded by Director Stein, and after full discussion, the Board voted unanimously to approve Pay Estimate No. 14 to RAC.

### **Little Thicket**

#### **Update on construction matters**

Ms. Hennings updated the Board on construction matters for the Little Thicket [CIP Project T-0521] [Mills Equipment, LLC]. She advised the project is substantially complete, and the contractor is now in a 90-day phase for grass growing, after which a final inspection will occur.

## Shepherd and Durham Reconstruction

### Update on project development

Ms. Hennings then updated the Board on the Shepherd/Durham and Selected Cross Streets Reconstruction [CIP Project T-0523A]. She reported on the status of plans review by Public Works and related communications. She also discussed communications with METRO.

Ms. Hennings and Mr. Webb discussed a meeting the next day regarding the Authority's application for the Phase II funding. Chair Lents thanked Mr. Webb and Ms. Weesner for efforts obtaining support for the project.

## Heights Boulevard Bicycle and Pedestrian Safety Improvements

Ms. Hennings updated the Board on the Heights Boulevard Bicycle and Pedestrian Safety Improvements [CIP Project T-0527], advising that preparation of final plans for submission to the City is ongoing. She reported on an upcoming meeting with an area developer of property located on the corner of Sawyer about proposed improvements before finalizing the plans.

## North Canal Project

Ms. Weesner updated the Board on the North Canal Project [CIP Project T-0525].

## West Dallas Restriping Project

Ms. Hennings updated the Board on the West Dallas Restriping Project [CIP Project T-0528], advising that 60% plans are being finalized for submission to the City. She also reported on meetings with TIRZ 27 to discuss project connectivity with the Authority's restriping project.

## Trail Segment between White Oak Bayou and Memorial Park

Ms. Hennings updated the Board on the Trail Segment between White Oak Bayou and Memorial Park [T-0530]. She advised 60% plans for this project will be submitted to the City next month.

## Approve related contract administration items

The Board noted there are no contract administration items for consideration.

## **FINANCIAL MATTERS**

### Receive Finance Committee Report

Secretary Hale-Harris next reported to the Board on financial matters.

## Adopt Resolution Authorizing Amended Invoice Administration and Payment Procedures

Secretary Hale-Harris reviewed with the Board revisions to the invoice administration and payment procedures for the Authority to allow for electronic payment of invoices, and recommended that the Board approve the amended procedures. Upon motion by Director Brown, seconded by Director Manriquez, the Board voted unanimously to adopt the Resolution Authorizing Amended Invoice Administration and Payment Procedures.

#### Approve Investment Officer Training Source

Ms. Weesner advised that the Public Funds Investment Act requires that she, as Investment Officer for the Authority, complete ten hours of continuing education every two years, and that the source of the training is required to be approved by the Board. She reviewed with the Board two training programs provided by TexPool and Texas State. Upon motion by Director Stein, seconded by Director Manriquez, and after full discussion, the Board voted unanimously to approve the training sources from TexPool and Texas State.

#### Receive Financial Report Summary

Ms. Morton reviewed with the Board the Financial Report Summary, including account and fund activity statements.

#### Authorize payment of invoices

Secretary Hale-Harris reviewed with the Board the invoices submitted for payment and stated that the Finance Committee had reviewed the invoices put before it and recommended approval. Director Brown stated that the Projects Committee has reviewed the invoices put before it and recommended approval. Following discussion of the invoices, a motion was made by Director Brown, seconded by Director Manriquez, and approved unanimously by the Board to authorize the payment of all invoices.

#### Review Investment Officer Report

Ms. Weesner reviewed with the Board the Investment Report.

#### Authorize change of depository bank and approve Depository Pledge Agreement

Secretary Hale-Harris advised that, after extensive negotiations, the Authority has been unable to come to an agreeable Depository Pledge Agreement with Prosperity Bank, the Authority's current depository bank. She advised that the Authority has now entered into negotiations with Frost Bank and Regions Bank. Ms. Davis advised she is working with representatives of both banks on an acceptable Depository Pledge Agreement.

Upon motion by Director Stein, seconded by Director Brown, and after full discussion, the Board voted unanimously to delegate the selection of a depository bank to the Finance Committee.

#### **ATTORNEY'S REPORT**

Ms. Davis advised she has nothing additional to report.

#### **EXECUTIVE SESSION**

Chair Lents announced that an executive session for the Board would not be necessary.

#### Public comments

Chair Lents requested public comments. There were no comments from the public.

#### **CONSIDER, CONFIRM, OR RATIFY ACTIONS OF THE AUTHORITY**

The next item on the agenda was to consider, confirm, or ratify actions of the Authority. Ms. Davis advised that no action by the Board is necessary.

The roll again was called, and the Board noted that no additional persons had joined the meeting.

There being no further business to come before the Board, the meeting was adjourned.

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Secretary  
Memorial-Heights Redevelopment Authority

DRAFT

**MINUTES OF REGULAR MEETING  
OF  
REINVESTMENT ZONE NUMBER FIVE, CITY OF HOUSTON, TEXAS**

JUNE 25, 2020

The Board of Directors (the "Board") of Reinvestment Zone Number Five, City of Houston, Texas, convened in regular session, open to the public, at 10:00 a.m., on June 25, 2020, via video conference and telephonic conference as authorized pursuant to actions by the Governor of the State of Texas March 16, 2020, suspending certain requirements of Chapter 551, Texas Government Code. The roll was called of the duly constituted officers and members of the Board, to-wit:

Ann Lents	Chair
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and all of said persons were present, except Vice Chair Colom, thus constituting a quorum.

Also present at the meeting were Sherry Weesner of SMW Principle Solutions, Inc., President of the Authority; Erin Williford and Kristen Hennings of Jones|Carter ("J|C"); Jim Webb of The Goodman Corporation ("TGC"); Melissa Morton of The Morton Accounting Services ("TMAS"); and Laura C. Davis and Susan Demiany of Sanford Kuhl Hagan Kugle Parker Kahn LLP ("SKLaw").

**DETERMINE QUORUM; CALL TO ORDER**

Chair Lents noted that a quorum was present and called the meeting to order. She noted the meeting was being recorded.

**APPROVE MINUTES**

The Board considered approving the minutes of the April 23, 2020, meeting. Upon motion by Brown, seconded by Secretary Hale-Harris, and after full discussion, the Board unanimously voted to approve the minutes as presented.

**CONSIDER, CONFIRM, OR RATIFY ACTIONS OF THE AUTHORITY**

The next item on the agenda was to consider, confirm, or ratify the action of the Authority, as may be necessary. The Board noted that no confirmation or ratification action was necessary.

The roll again was called, and the Board noted that no additional persons had joined the meeting.

There being no further business to come before the Board, the meeting was adjourned.

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Secretary  
Reinvestment Zone Number Five,  
City of Houston, Texas

DRAFT





# HANOVER COMPANY

## HANOVER AUTRY PARK

### QUARTERLY REPORT #4

09/16/20

## 1. SITE INFRASTRUCTURE DEVELOPMENT

### DESIGN STATUS

#### **INFRASTRUCTURE & OFF-SITE INTERSECTIONS DESIGN DEVELOPMENT (LJA)**

- Sanitary Capacity at Allen Parkway
  - Hanover has contracted with a 3<sup>rd</sup> party engineer to conduct an investigation of the existing 18" sanitary line. This will establish the condition of the existing piping and most appropriate means of replacement. the engineering report has been issued to the City of Houston to solicit any feedback on the requirements for replacement. Permit drawings will be generated following responses from the City.
- Off-site Intersections
  - The Off-site Intersection permit drawings have been approved by the City of Houston. Hanover is coordinating with the contractors involved with this scope to begin this work in the coming weeks.
- W Dallas Water Hydrant Drawings
  - The additional hydrants drawings have been approved.

#### **DRY UTILITIES DESIGN DEVELOPMENT (BBI)**

- Major Underground Electrical
  - Permits received. Electrical ductbank work has commenced.
- Street Lights
  - Street lights approvals have been received from CenterPoint and City of Houston. Pathway installation for street lights has commenced.
- Telecom Infrastructure
  - Permits received. Electrical ductbank work has commenced.

#### **LANDSCAPE / HARDSCAPE DESIGN DEVELOPMENT (OJB)**

- Design Status
  - Final material designations and details have been incorporated into the landscape and hardscape plans as coordinated with the design team and Hanover. Hanover to provide first round of review of the landscape drawings to the TIRZ along with the final budget in the coming weeks.
- Site B Retaining Walls
  - Structural design, landscaping, and site plan updates for the retaining walls at the northeast corner of site be are being finalized for permit submission.

### PERMITTING STATUS

- Design & Permitting

Private Grading Plans	APPROVED
Site B Retaining Walls	<b>IN DESIGN</b>
CenterPoint Ductbank	APPROVED
CoH Street Lights	APPROVED
CenterPoint Gas	APPROVED
Telecom Ductbank	APPROVED



## HANOVER COMPANY

W Dallas Hydrant	APPROVED
Public Infrastructure	APPROVED
Correction #1	APPROVED
Correction #2	<b>IN DESIGN</b>
Off-site Signalization	APPROVED
Trail Connection	ON HOLD
Park	ON HOLD
Sanitary Sewer Upgrades	<b>IN DESIGN</b>

### **GMP DEVELOPMENT**

#### **GMP 1 – DEMOLITION**

- Agreement executed with Owner. Demolition work has been completed

#### **GMP 2 – WET UTILITIES**

- Agreement executed with Owner. Wet utility scope in progress.

#### **GMP 3 – INFRASTRUCTURE BUILD-OUT**

- Agreement executed with Owner. Infrastructure work has been guaranteed

#### **GMP 4 – MISCELLANEOUS ASSEMBLAGE DESIGN ELEMENTS**

- Items below are working to have cost guaranteed by January 2021. This has pushed out due to evolution in the design
  - Central Park (ON HOLD)
  - Allen Parkway / Hanover Main “Gateway” Improvements (ON HOLD)
  - 18” Sanitary upgrade in Allen Parkway

#### **GMP 5 – CULLEN BUILDING DEMOLITION**

- Items below are working to have cost guaranteed by November 2020. The Site C land will be acquired in February 2021.
  - Cullen Building Demolition



## 2. VERTICAL DEVELOPMENTS

### **SITE A**

**Mixed Use / Multi-family: (324 Units with approx. 22,900 sqft of retail/restaurant)**

- Design & Permitting Status
  - Issue for Construction documents have been released
  - Sitework, Foundation, and Super Structure Permits have been issued
- Construction Status
  - Notice to Proceed has been issued and construction has commenced
  - Site A to be delivered 3<sup>rd</sup> quarter of 2021

### **SITE E**

**Mixed Use / Multi-family: (423 Units with approx. 20,000 sqft of retail/restaurant)**

- Design & Permitting Status
  - Issue for Construction documents have been released
  - Sitework, Foundation, and Super Structure Permits have been issued
- Construction Status
  - Notice to Proceed has been issued and construction has commenced
  - Site E to be delivered 3<sup>rd</sup> quarter of 2021

### **SITE D**

**On Hold**

**Program for Site D Office Building is being reevaluated**

### **SITE F**

**On Hold**

**Program for Site F Hotel is being reevaluated**

### **SITE B1**

**2 or 5 Story Mixed Services Concept TBD**

- Design Status
  - End user is driving final concept. Once identified, design concept to be progressed further.

### **SITE B**

**High Rise TBD**

- Design Status
  - No status currently

### **SITE C**

**High Rise TBD**

- Design Status
  - No status currently



### 3. CONSTRUCTION PROGRESS UPDATE

#### Monthly Progress

- Demolition & Abatement
  - All demolition has been completed with exception to the Cullen Building. Hanover is anticipating closing on the Cullen Building in February of 2021. Demolition and abatement will begin upon acquisition of that property.
- Installation of Wet Utilities

*Reference the highlighted site plan included in this report that indicates completed underground utilities*

  - All storm, water, and sanitary utilities have been installed in Buffalo Park Dr., Autry Park Dr, Cogdell St, and North Marston
- Dry Utility Installation

*Reference the highlighted site plan included in this report that indicates completed underground utilities*

  - CenterPoint ductbank has been installed in W Dallas from Marston to Tirrell St. CenterPoint Ductbank, Telecom, and Street Light pathways are being completed in north Marston.
- Roadway Paving

*Reference the highlighted site plan included in this report that indicates completed roadway paving*

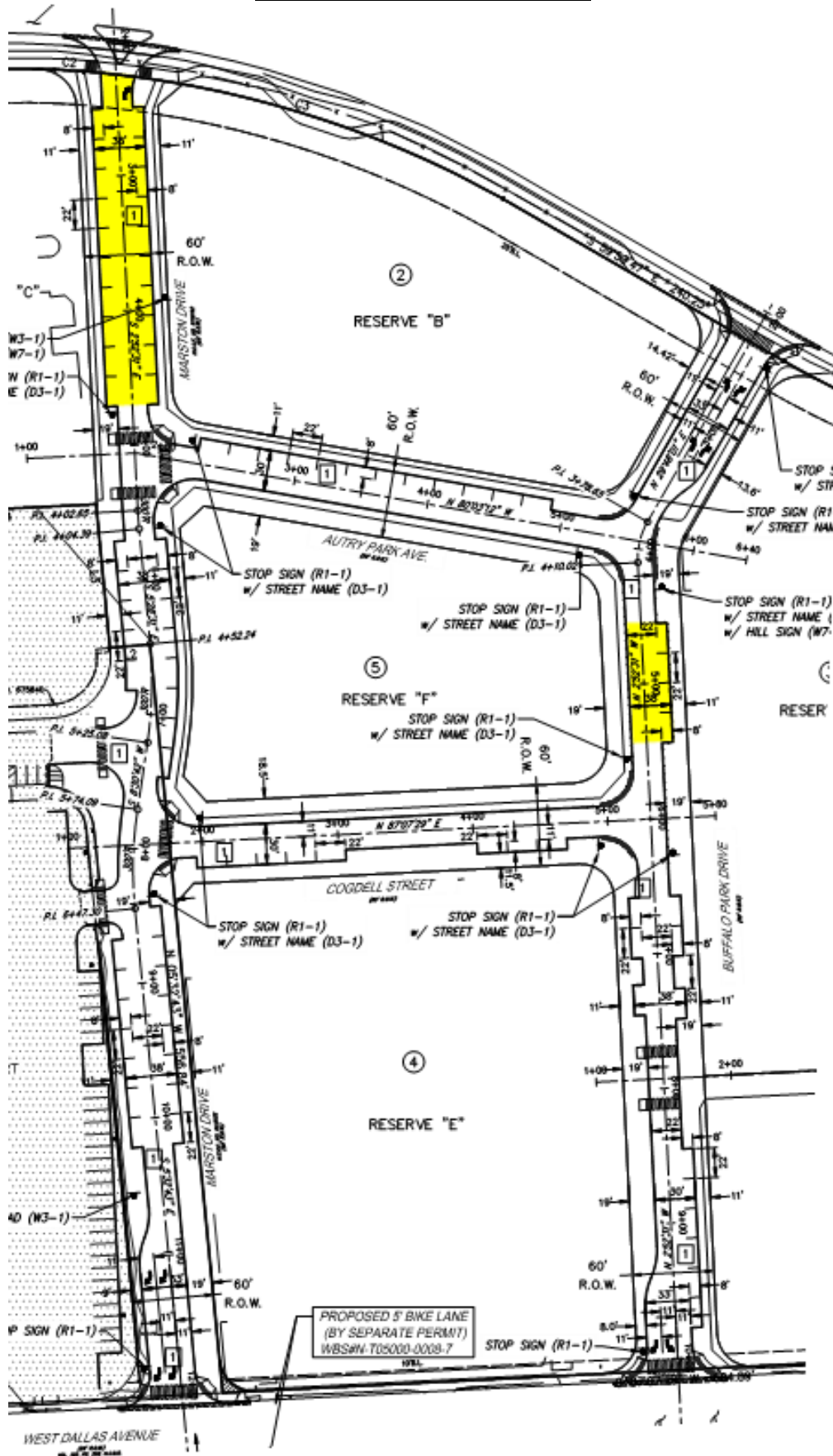
  - Paving in a portion of Buffalo Park Dr has been completed. The northern section of Marston has been paved. Autry Park Drive is grade and is preparing to be poured. Cogdell street and north Buffalo Park Dr grading has begun.
- Off-Site Improvements
  - Hanover now has the approved permit plans for the off-site intersection work. This work is currently being coordinated and should commence in the coming weeks.





# HANOVER COMPANY

## ROADWAY PAVING COMPLETE



# Construction Neighborhood July Report

July 1, 2020





# 3515 West Dallas St. Regent Square Update

## Construction Activities: July 2020

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- Forming for level 4 slab will begin.
- Level 3 concrete pours will continue, and level 4 concrete pours will begin.
- Columns will be going up on upper levels.
- Third crane installation to begin.
- Continue working on earthwork and site paving.

## Contact Information

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For more information or questions,  
please contact Greg Anthony.

Phone: 832-564-5680

Email: [ganthony@arch-con.com](mailto:ganthony@arch-con.com)

## Traffic & Pedestrian Routing

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- See the attached map for following traffic and pedestrian routing.
- Expect slow traffic on W Dallas due to concrete and material being delivered.

## What to expect this month:

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- Trucks delivering several material such as cables, re-bar, wood and pipes.
- Concrete trucks will continue to deliver concrete for the columns, elevated decks and site paving.
- Masonry trucks delivering concrete blocks.
- Cranes moving material around for our construction team to get their tasks completed.
- The concrete team working on level 3 & level 4 so that concrete can be poured.
- The install of shoring to support the levels above will continue throughout November.

## Project Information

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### Schedule:





September 2019 to December 2022

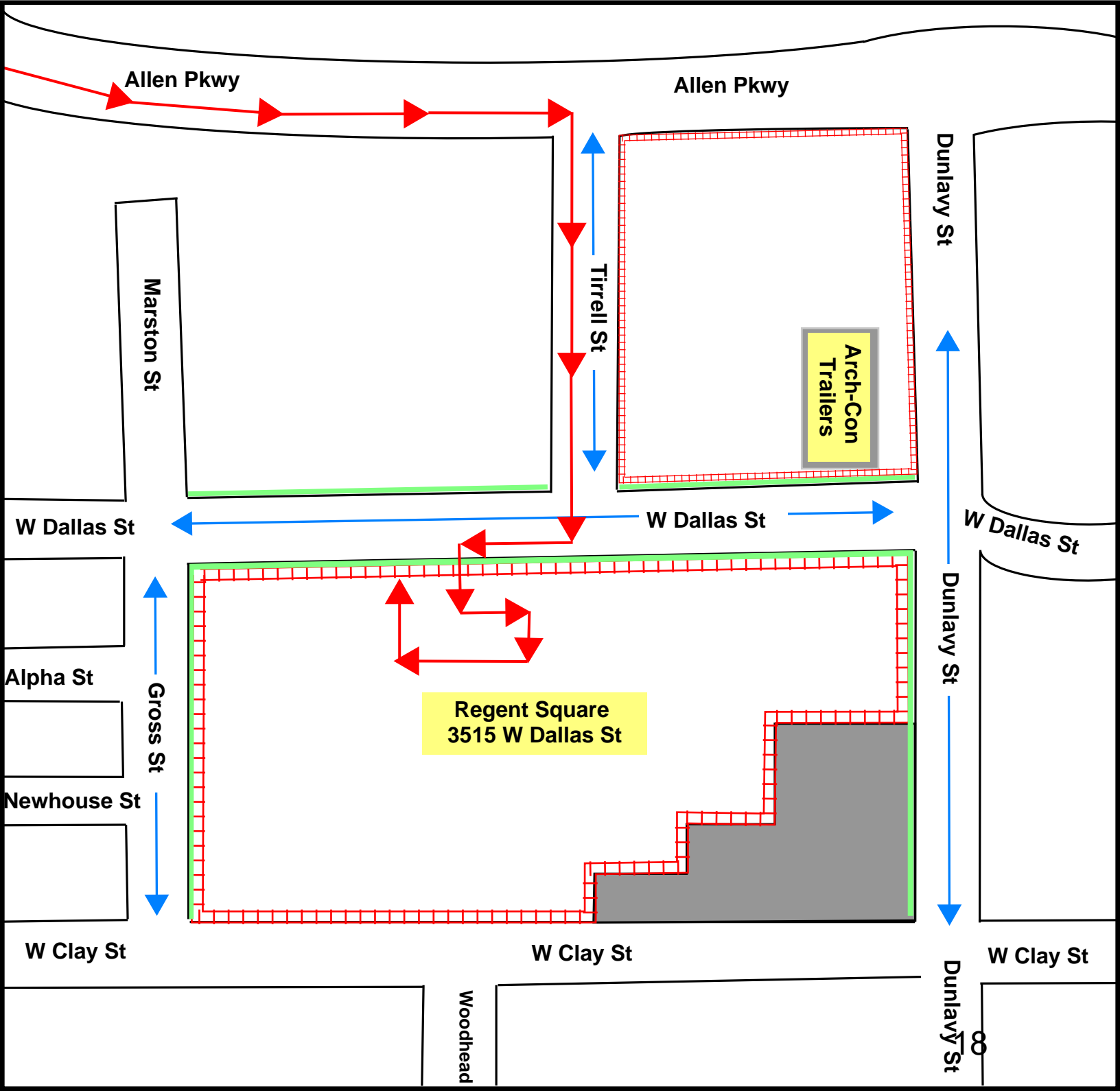
### Upcoming Construction Milestones:

Concrete Structure to be completed on Nov. 2020



# Pedestrian Map - 3515 West Dallas

-  SIDEWALKS & PEDESTRIAN WALKS OPEN
-  TRAFFIC (BOTH DIRECTIONS)
-  DELIVERY ROUTE
-  CONSTRUCTION FENCE



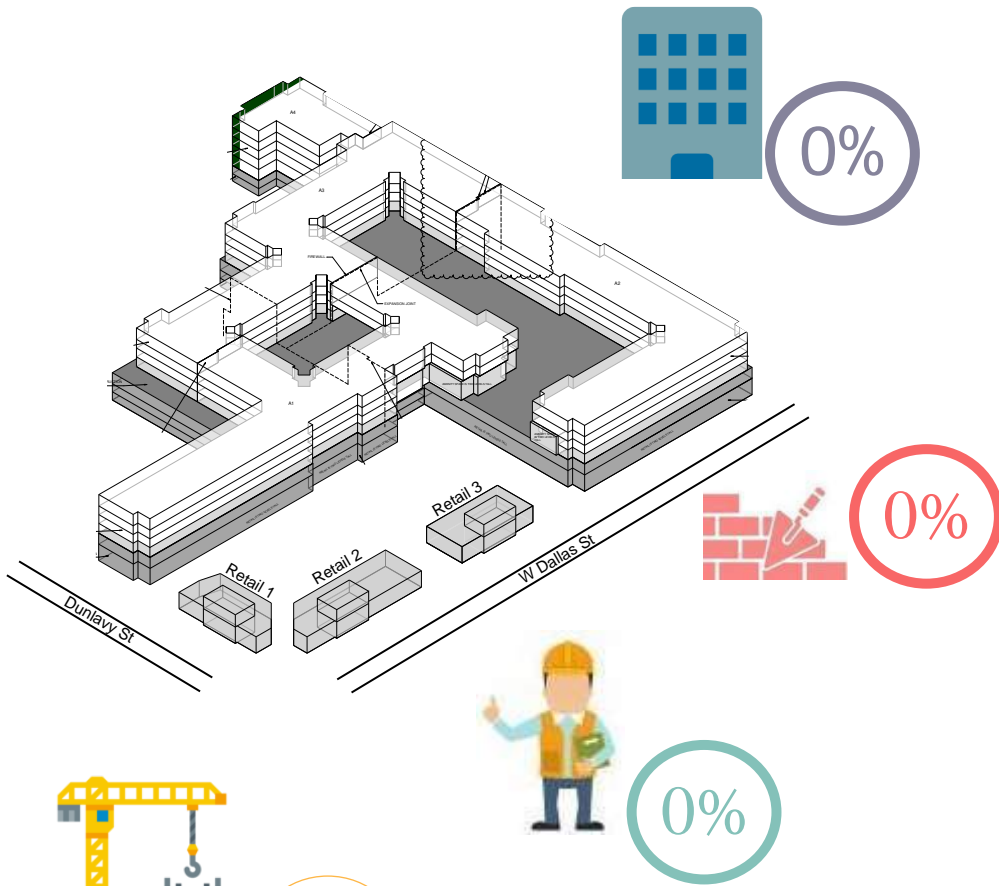


# Progress Pictures





# Regent Square Project Schedule



- Concrete Structure:  
**Jan 2020 - Nov 2020**

- Building Framing:  
**Sept 2020 - June 2021**

- Building Exterior:  
**Feb 2021 - Nov 2021**

- 4th Floor Courtyard:  
**April 2021 - Dec 2021**

- Interiors:  
**Feb 2021 - Oct 2022**

- Landscaping:  
**May 2021 - Oct 2022**

- Retail Shell Build Out:  
**July 2021 - Dec 2021**

- Multifamily Building:  
**Dec 2019 - Oct 2022**

**01 Concrete Structure**

The concrete structure consists of foundations, columns, and (3) levels of slab.

**02 Wood Framing**

The wood framing will start on the 4th level. There are (7) total floors of the building.

**03 Building Exterior**

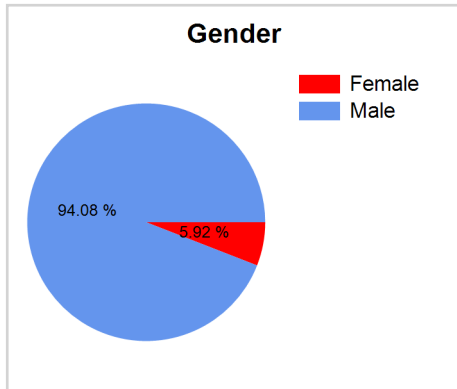
The exterior of the building consists of stucco, windows, masonry, roof and siding.

**04 4th Floor Courtyard**

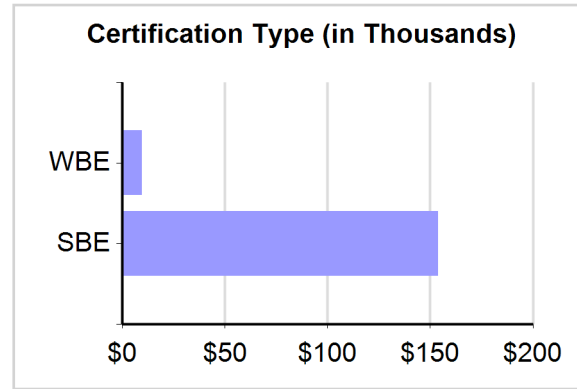
This is the start of the courtyard that will be located on the 4th floor of the building.

## Economic Development Diversity Dashboard Report

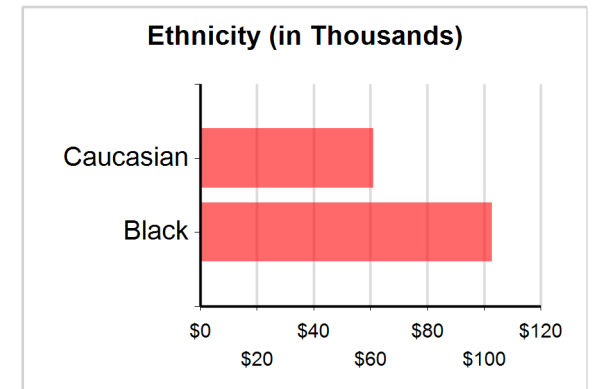
Contract Type	Total Award	Certified Award	Goal	Total Payments	Payments for Credit	Actual	No. of Contracts
Construction	\$392,655	\$38,478	9.8%	\$431,969	\$0	0.0%	1
Professional Services	\$4,036,200	\$1,006,538	24.9%	\$621,033	\$163,766	26.4%	2
<b>Subtotal</b>	<b>\$4,428,855</b>	<b>\$1,045,015</b>	<b>23.6%</b>	<b>\$1,053,002</b>	<b>\$163,766</b>	<b>15.6%</b>	<b>3</b>
0% Goal Contracts	\$169,900	\$0	0.0%	\$86,889	\$0	0.0%	2
<b>Grand Total</b>	<b>\$4,598,755</b>	<b>\$1,045,015</b>	<b>22.7%</b>	<b>\$1,139,890</b>	<b>\$163,766</b>	<b>14.4%</b>	<b>5</b>



Gender	Payments For Credit	No. of Vendor
Female	\$9,693	1
Male	\$154,073	3
<b>Grand Total</b>	<b>\$163,766</b>	<b>4</b>



Certification	Payments For Credit	No. of Cert Types
SBE	\$154,073	3
WBE	\$9,693	1
<b>Grand Total</b>	<b>\$163,766</b>	<b>4</b>



Ethnicity	Payments For Credit	No. of Vendor
Black	\$102,753	2
Caucasian	\$61,014	2
<b>Grand Total</b>	<b>\$163,766</b>	<b>4</b>

Project Name	Contract Name	Total Award	Certified Award	Goal	Total Payments	Payments for Credit	Actual	No. of Contracts
Little Thicket Park Construction	Little Thicket Park	\$392,655	\$38,478	9.8%	\$431,969	\$0	0.0%	1
Segment of Trail between White Oak Bayou and Memorial Park Project	Segment of Trail between White Oak Bayou and Memorial Park Project	\$90,000	\$0	0.0%	\$53,136	\$0	0.0%	1
Shepherd, Durham, and Selected Cross Streets Reconstruction	Shepherd, Durham, and Selected Cross Streets - Phase 1 Final Design	\$3,008,100	\$733,305	24.4%	\$167,824	\$22,118	13.2%	1
Shepherd, Durham, and Selected Cross Streets Reconstruction	Shepherd, Durham, and Selected Cross Streets - Preliminary Engineering	\$1,028,100	\$273,233	26.6%	\$453,209	\$141,648	31.3%	1

Project Name	Contract Name	Total Award	Certified Award	Goal	Total Payments	Payments for Credit	Actual	No. of Contracts
West Dallas Restriping Project	West Dallas Restriping Project	\$79,900	\$0	0.0%	\$33,753	\$0	0.0%	1
<b>Total</b>		<b>\$4,598,755</b>	<b>\$1,045,015</b>	<b>22.7%</b>	<b>\$1,139,890</b>	<b>\$163,766</b>	<b>14.4%</b>	<b>5</b>



August 18, 2020

To Whom It May Concern,

Thank you for the opportunity to present this funding proposal in support of a new bike share station at the HEB on N. Shepherd and 23<sup>rd</sup> in the Heights. We are excited to connect this location to an affordable, sustainable, and healthy transportation network.

#### Overview

This station project is part of our Transportation Improvement Project (TIP) grant, which funds 80% of certain equipment and installation costs. Houston Bike Share is responsible for securing a 20% match and covering station project costs ineligible for grant funding, including: site preparation, installation setup, additional equipment, and any project cost overruns.

#### Local Funding Contribution

In signing this document, you are agreeing to a contribution in the amount of **\$21,820.00** toward one 19-dock, solar-powered Houston BCycle station placed against the building on 23<sup>rd</sup> St, ([location here](#)) to be paid on or before 9/31/2020. This contribution is considered a tax-deductible donation to the 501(c)3 nonprofit Houston Bike Share. In the event the proposed BCycle station is not installed as described herein, Houston Bike Share agrees to return to TIRZ 5 without demand the TIRZ 5 contribution.

#### Project Cost Breakdown (*\*project costs not eligible for grant funding*)

- \$78,137.00 – Total Project Cost
  - **\$10,000.00 – Construction costs\***
  - **\$25,016.00 – Additional equipment and installation costs\***
  - **\$8,624.00 – TIP 20% local match**
  - \$34,497.00 – TIP grant 80% match (provided by federal funds)

#### Installation

Site preparation will be directed by Houston Bike Share with input from HEB. The station will be owned by the City of Houston, with ongoing maintenance handled by Houston Bike Share. The specifics (use of a site agreement, easement, or permit to operate) will be determined by the City of Houston Planning & Development Department.

#### Outreach

Upon installation, Houston BCycle's Marketing & Outreach team will work to cross-promote with surrounding businesses and residences on an evergreen basis. Restaurants and bars will be encouraged to join the [BCycle Bites](#) rewards program, and corporate membership packages will be made available to all interested organizations.

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Chairman, TIRZ #5

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Date

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Beth Martin, Executive Director, Houston Bike Share

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Date

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City of Houston

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Date

# Memorial Heights Redevelopment Authority/TIRZ No. 5

## Project Update – September 17, 2020



WA	Project Name	CIP Project Number	Status	Work Completed Since June 25, 2020 Board Meeting	Work Anticipated in the Next Month
WA#1	General Consultation	-	In Progress	<ul style="list-style-type: none"> <li>Maintained project list and story map</li> <li>Updated COH MWDBE Database for all CIP projects.</li> <li>Met with Projects Committee.</li> </ul>	<ul style="list-style-type: none"> <li>Update COH MWDBE Database for all active CIP projects.</li> <li>Maintain project list and Story Map, as needed.</li> <li>Complete cash flow projections.</li> </ul>
WA#2	Houston Avenue/ White Oak Intersection	T-0520	Active Construction	<ul style="list-style-type: none"> <li>Continued work with CenterPoint and Pfeiffer to complete permanent power to traffic signal.</li> <li>Completed inspection of signal with HPW.</li> <li>Completed TDLR inspection.</li> </ul>	<ul style="list-style-type: none"> <li>Work with HPW on acceptance letter for traffic signal.</li> <li>Work with RAC on completion of the final estimate.</li> <li>Hand over park to GNMD.</li> </ul>
WA#6	Little Thicket Park	T-0521	Complete	<ul style="list-style-type: none"> <li>Completed field observation and construction management.</li> <li>Conducted Final Inspection with HPARD for acceptance.</li> </ul>	<ul style="list-style-type: none"> <li>Project is complete and accepted by HPARD.</li> </ul>
WA#7	Heights Boulevard Safety Improvements	T-0527	Active Design	<ul style="list-style-type: none"> <li>Addressed 100% comments from HPW.</li> <li>Submitted final plans.</li> </ul>	<ul style="list-style-type: none"> <li>Coordinate plan signatures.</li> <li>Submit proposal for 2-step bidding and construction observation for Heights, West Dallas, and White Oak Trail Connection.</li> </ul>
WA#8	North Canal Project	T-0525	Planning	<ul style="list-style-type: none"> <li>N/A</li> </ul>	<ul style="list-style-type: none"> <li>Continue coordination with COH to determine scope and responsibilities, as needed</li> <li>Meet with TxDOT and HCFCD to determine scope and responsibilities, as needed.</li> </ul>
T-0523A-WA#1	Shepherd and Durham Grant Coordination	T-0523A	Planning	<ul style="list-style-type: none"> <li>Attended HGAC TPC Meeting on 6/26/2020.</li> </ul>	<ul style="list-style-type: none"> <li>Continued support of grant administration.</li> </ul>
T-0523A-WA#2	Shepherd and Durham PER	T-0523A	Active Design	<ul style="list-style-type: none"> <li>Submitted H&amp;H model.</li> <li>Met with HPW H&amp;H Consultant.</li> <li>Updated H&amp;H Model.</li> </ul>	<ul style="list-style-type: none"> <li>Submit final H&amp;H model to HPW</li> <li>Receive concurrence from HPW.</li> <li>Close out all tasks except for Environmental.</li> </ul>
T-0523A-WA#3	Shepherd and Durham - Phase 1 Final Design	T-0523A	Active Design	<ul style="list-style-type: none"> <li>Continued preparation of design plans.</li> <li>Met with CenterPoint regarding pole locations.</li> <li>Continued coordination with private utilities.</li> <li>Attended HPW UCC Meeting on 9/10/2020.</li> </ul>	<ul style="list-style-type: none"> <li>Continue preparation of design plans. Conduct QC review.</li> <li>Submit 60% plans to HPW/Utilities for review 10/5/2020.</li> <li>Meet with AT&amp;T regarding locations of their facilities.</li> <li>Request place on October UCC agenda.</li> </ul>
T-0528-WA#1	West Dallas Restriping	T-0528	Active Design	<ul style="list-style-type: none"> <li>Submitted 60% plans to HPW on 6/26/2020.</li> <li>Received and addressed 60% comments.</li> <li>Submitted 90% plans to HPW on 8/28/2020.</li> </ul>	<ul style="list-style-type: none"> <li>Receive HPW comments on 90% submittal.</li> <li>Address 90% comments and submit 100% plans.</li> <li>Receive 100% comments and prepare final plans.</li> </ul>
T-0530-WA#1	White Oak Bayou Trail Connection	T-0530	Active Design	<ul style="list-style-type: none"> <li>Submitted 60% plans to HPW on 7/30/2020.</li> <li>Continued preparation of design plans.</li> </ul>	<ul style="list-style-type: none"> <li>Receive comments from HPW on 60% plans.</li> <li>Address 60% comments and submit 90% plans.</li> </ul>



PCCO #006

Jones & Carter, Inc.  
1575 Sawdust Rd, Suite 400  
The Woodlands, Texas 77380-4241

Project: 14760-0002-00 - HAWO - Houston Ave & White Oak Dr  
Intersection  
2520 Houston Ave  
Houston, Texas 77009

Phone: (713) 389-1566

## Prime Contract Change Order #006: Traffic Pedestal Power & Final Adjustments to Quantities

TO:	Memorial Heights Redevelopment Authority/TIRZ 5 c/o Sanford & Kuhl 1980 Post Oak Boulevard Suite 1380 Houston, Texas 77056	FROM:	RAC Industries, Inc. 2512 Cocoa Ln Pasadena Texas 77502
DATE CREATED:	6/ 03 /2020	CREATED BY:	James McCain (JonesCarter, The Woodlands)
CONTRACT STATUS:	Approved	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	09/03 /2020
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:	14 days	EXECUTED:	No
CONTRACT FOR:	1:HAWO - Houston Ave & White Oak Dr Intersection Prime Contract	TOTAL AMOUNT:	\$ 7,404.55

### DESCRIPTION:

Contractor to furnish all material, labor, equipment, and subcontractors to install:

CenterPoint Electric has stated they will **not** run overhead service to the electrical service pole and drop connection erected by the contractor. CenterPoint Electric is requiring the service feed be run from the meter pedestal underground to the pole CenterPoint Electric has installed the new transformer.

This change order also includes previous overruns to close out the project, and applicable 10% overhead from the overruns provided in Change Order No 1.

### ATTACHMENTS:

[HAWO Change Order 1\(EXECUTED\).pdf](#) [Transformer Pole and Riser.pdf](#) [cnp jc and pfieffer photo 3.png](#) [cnp jc and pfieffer photo 1.png](#) [CO-4 Relocate Service Riser.pdf](#) [Pay App 14 Configurable quantity check.pdf](#) [Re External Email Service to Traffic Signal at 2500 Houston Avenue.msg](#) [cnp jc and pfieffer photo 2.jpg](#) [electrical agreement.pdf](#) [cnp jc and pfieffer photo 4.png](#) [20191216084535957.pdf](#) [Service Riser and Pedestal.pdf](#)

### POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
008	Traffic Pedestal Power & Final Adjustments to Quantities	14 days	7,404.55
TOTAL:			\$ 7,404.55

### CHANGE ORDER LINE ITEMS:





#	Cost Code	Description	Type	Quantity	Units	Unit Cost	Subtotal
1	3-D37 - CenterPoint Changes - Service relocation	Removal of existing Service drop and wire from the Pedestal and existing service drop. Installation of a new service drop and wire from the existing meter can.	Other	1.0	ls	\$3,080.51	\$3,080.51
2	3-D15 - Furnish and Install Conduit, 2-inch SCH 80 PVC Trench (Include bond wire and pull tape)	Furnish and Install Conduit, 2-inch SCH 80 PVC Trench (Include bond wire and pull tape)	Other	120.0	ea	\$13.00	\$1,560.00
3	3-D27 - Furnish and Install #4 Thin Service Wire	Furnish and Install #4 Thin Service Wire	Other	300.0	ea	\$1.50	\$450.00
4	7-H4 - Excavation Around Obstructions	Excavation Around Obstructions	Other	50.0	ea	\$20.00	\$1,000.00
5		Overhead coverage on quantity over runs from Change Order No. 001 items paid previously.	Other	1.0	ls	\$1,309.57	\$1,309.57
6	1-B2 - Remove and Dispose Existing Sidewalks, Curb Ramps, and Driveways (all depths and materials)	Remove and Dispose Existing Sidewalks, Curb Ramps, and Driveways (all depths and materials)	Other	0.76	ea	\$5.90	\$4.48
7	1-B1 - Remove and Dispose Existing Pavement with or without base, curb, or surface	Remove and Dispose Existing Pavement with or without base, curb, or surface	Other	1.0	ls	(\$0.01)	(0.01)
						<b>Subtotal:</b>	<b>\$7,404.55</b>
						<b>Grand Total:</b>	<b>\$7,404.55</b>

The original (Contract Sum)	\$ 1,145,903.00
Net change by previously authorized Contract Adjustments	\$ 146,338.66
The contract sum prior to this Contract Adjustment was	\$ 1,292,241.66
The contract sum will be increased by this Contract Adjustment in the amount of	\$ 7,404.55
The new contract sum including this Contract Adjustment will be	\$ 1,299,646.21
The contract time will be increased by this Contract Adjustmentby 14 days	

**RAC Industries, Inc.**  
2512 Cocoa Ln  
Pasadena Texas 77502

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2020-664445

Date Filed:  
09/03/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

RAC Industries, LLC  
Pasadena, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Memorial Heights Redevelopment Authority/TIRZ No5

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

14760-0002-00  
Houston Ave & White Oaks Drive Intersection Improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



### 6 UNSWORN DECLARATION

My name is Victor H. Gonzalez, and my date of birth is 02/03/1996.

My address is 3207 Preston Ave, Pasadena, TX, 77505, Harris.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 03 day of September, 2020.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)

**EXHIBIT "A"**

**Form of Task Order**

**Memorial Heights Redevelopment Authority (TIRZ No. 5)**

**Project No. T-0523A – Shepherd, Durham, and Selected Cross Streets Reconstruction Project  
Work Authorization No. 4 –Phase 2 (West 15<sup>th</sup> Street to Interstate 10) Accelerated Tasks**

This WORK AUTHORIZATION authorizes professional engineering services to be performed by JONES | CARTER (the "ENGINEER") pursuant to the Agreement for Program Management and Engineering Services ("AGREEMENT") between the ENGINEER and MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY/ TIRZ NO. 5 ("MHRA"). Unless otherwise defined herein, all capitalized terms used in this WORK AUTHORIZATION are defined in the Agreement.

This WORK AUTHORIZATION consists of the following:

- 1.0 PROJECT DESCRIPTION: The ENGINEER shall prepare Final Design Plans and obtain approval from Houston Public Works for the reconstruction of Shepherd Drive, Durham Drive, and Selected Cross Streets between West 15<sup>th</sup> Street and Interstate 10.
- 2.0 SCOPE OF SERVICES: The ENGINEER shall perform tasks as identified in the attached Scope of Services Final Design for the project, including coordination with Public Agencies and Private Utilities, Meetings, and Project Management. Additional Services include Geotechnical Investigation.
- 3.0 FEE AND PAYMENT: The ENGINEER shall complete the tasks in this WORK AUTHORIZATION for an lump sum amount of \$381,000.00 (see **Exhibit "C" of the AGREEMENT** for applicable schedule of hourly rates). As a task based work authorization, the ENGINEER shall inform MHRA when 75% of funds have been used.

Basic Services	\$310,700.00
Additional Services	\$69,300.00
Reimbursable Expenses	\$1,000.00
<b>Total</b>	<b>\$381,000.00</b>

- 4.0 PROJECT SCHEDULE: The schedule to complete this work is eighteen (18) months.

**IN WITNESS WHEREOF**, the parties have executed this TASK ORDER as of \_\_\_\_\_, 20\_\_.

**MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**JONES | CARTER**

By:  \_\_\_\_\_

Name: Martin Murdock

Title: Vice President

ATTEST:  \_\_\_\_\_

September 17, 2020

Ms. Sherry Weesner  
President  
Memorial Heights Redevelopment Authority/ TIRZ No. 5  
1980 Post Oak Boulevard, Suite 1380  
Houston, TX 77056

Re: Shepherd, Durham, and Selected Cross Streets Reconstruction Project (T-0523A)  
Proposal for Professional Services for Final Design (Phase 2 Accelerated Tasks)  
Houston, Texas

Dear Sherry:

Jones & Carter, Inc. (J|C) appreciates the opportunity to present this proposal for services in connection with Phase 2 Shepherd, Durham, and Selected Cross Streets Reconstruction project for Memorial Heights Redevelopment Authority (MHRA)/TIRZ No. 5.

The scope of work detailed below results from coordination with the City of Houston, METRO, and TxDOT during the Preliminary Engineering Report/Design Concept Report (DCR) Phase of the project. The project understanding and scope of work reflect our current understanding of the agreed upon project. Should details change later, future discussions shall occur to solidify any changes and scope and fee as a result.

### **Project Understanding**

The project will include the following components:

- Full reconstruction, right-of-way to right-of-way to include concrete paving, reduced roadway width, dedicated bike facilities, and widened pedestrian zones:
  - Shepherd Drive between West 15<sup>th</sup> Street and Interstate 10
  - Durham Drive between West 15<sup>th</sup> Street and Interstate 10
  - West 14<sup>th</sup> Street between Shepherd Drive and Durham Drive
  - West 12<sup>th</sup> Street between Shepherd Drive and Durham Drive
  - West 11<sup>th</sup> Street between Shepherd Drive and Prince Street
- Replacement of the existing small diameter water lines along the Shepherd Drive and Durham Drive corridors as detailed during the PER/DCR phase of the project with the City of Houston.
- Replacement of the existing sanitary sewer lines along the Shepherd Drive and Durham Drive corridors as detailed during the PER/DCR phase of the projects with the City of Houston.
- Upgrades to existing storm sewers and inlets to meet City of Houston standards, including incorporating ATLAS 14 rainfall data.
- Consolidation of the overhead electrical and telecom lines along the Shepherd Drive and Durham Drive corridors, as feasible.
- Installation of new traffic and pedestrian signals on the Shepherd Drive and Durham Drive corridors.

- Installation of new street lighting with a pedestrian component for the proposed bike lanes and pedestrian realm.
- Inclusion of landscaping within the Shepherd Drive and Durham Drive corridors to comply with City of Houston requirements.
- Protection of existing mature trees within the Shepherd Drive and Durham Drive corridors.

Based on the above, J|C prepared the following scope of services and fee proposal for MHRA's consideration.

### Scope of Services

Basic Services to be provided by J|C and their subconsultants include:

1. General Project Management  
J|C will provide project administration, including management of the project team, budget, and schedule and preparation/submission of monthly invoices.
2. MHRA Progress Meetings (Monthly/18 meetings)  
J|C will provide monthly updates to MHRA throughout the life of the project to share details regarding scope, schedule, and fee through the life of the project.
3. Team Progress Meetings (Bi-Weekly/36 meetings)  
J|C will host team meetings throughout the life of the project to maintain continuity of design and to keep the project on schedule.
4. Public Agency and Stakeholder Coordination  
In addition to general correspondence and biweekly meetings with MHRA's project representatives to discuss project status and review design components, J|C will work with MHRA to engage the project stakeholders at various times during the design process to understand general concerns, present design options, and coordinate construction activities. J|C anticipates this will involve one-on-one engagement to facilitate coordination during the design process. J|C anticipates regular attendance at monthly HPW Utility Coordination Committee meeting to help facilitate necessary relocations under the City's Utility Relocation Ordinance.

The one-on-one meetings are in-person or via virtual means. Individual meetings with various project stakeholders will be held to review project specifics, logistics, and general coordination associated with the Shepherd Durham and Selected Cross Streets Reconstruction project. Attendees for these meetings include the Project Director (PD), Project Manager (PM), and Deputy Project Manager (DPM). The anticipated one-on-one public agency and stakeholder meetings are detailed below.

Public Agencies and Project Stakeholders	Number of 1-on-1 Meetings	Attendees
HPW Utility Coordination Committee (UCC)	Nine (9)	PM or DPM
Houston Public Works (HPW) Interagency Group	Four (4)	PM, DPM
HPW Transportation and Drainage Operations (TDO)	Six (6)	PM, DPM
Traffic and Transportation Committee	One (1)	PM, DPM
METRO	Four (4)	PD, PM, DPM
TxDOT	Two (2)	PD, PM, DPM
Houston Parks and Recreation Department	Two (2)	PM
Bike Houston	One (1)	PM
HISD	Two (2)	PM
Heights Association	One (1)	PM
Miscellaneous Stakeholders	Two (2)	PM



#### 5. Private Utility Coordination

The one-on-one meetings are in-person or via virtual means. Individual meetings with various private utility companies will be held to review project specifics, logistics, and general coordination associated with the Shepherd Durham and Selected Cross Streets Reconstruction project. Attendees for these meetings include the Project Director (PD), Project Manager (PM), and Deputy Project Manager (DPM). The anticipated private utility companies are detailed below.

Private Utility Coordination	Number of 1-on-1 Meetings	Attendees
CenterPoint Energy	Two (2)	PM
AT&T	Two (2)	PM
Comcast	One (1)	PM
Phonoscope	One (1)	PM

- CenterPoint – J|C will coordinate with CenterPoint regarding gas lines, street lighting, power connections for traffic signals, overhead facility consolidation, plan review at each milestone, conflict investigation, and final plan approval.
- AT&T – J|C will coordinate with AT&T at each milestone regarding plan reviews, conflict investigation, relocation needs, and final plan approval.
- Other Private Utilities – J|C will coordinate with other private utility companies with facilities in the project limits as needed to locate facilities, determine conflicts/relocations, and/or address concerns as needed.

Additional Services to be provided by J|C and their subconsultants include:

#### 1. Geotechnical Investigation

HVJ Associates, Inc. (HVJ) will perform the geotechnical investigation for the project. For a more detailed breakdown of HVJ's scope of work, see Attachment B.

#### Reimbursable Expenses

#### 1. Repro/Mileage/Parking Expenses

Expenses for the project include mileage costs, printing costs, and parking fees.

#### Assumptions

- This proposal is based on the recommendations made in the final DCR. Deviations from the DCR may require revisions to J|C's scope and fees or Additional Services.

2. The design of the Shepherd Durham and Selected Cross Streets Reconstruction project will be based on the requirements of the City of Houston *Infrastructure Design Manual*, dated July 1, 2020. Should the City change any criteria, it would likely result in a change in design scope and request for Additional Services. It is possible this could also impact the recommendations being assumed as part of this proposal and result in additional construction cost.
3. Consolidation of overhead electric and telecommunication lines and poles will be limited to the rights-of-way of Shepherd Drive and Durham Drive. Relocation of overhead electric and telecommunication lines and poles outside of these limits can be provided as an Additional Service.

### **Schedule**

J|C understands there is an aggressive schedule for the project to complete the design phase in eighteen (18) months. J|C will prepare a project schedule showing the tasks/milestone dates that need to be met to meet MHRA's scheduling needs.

### **Proposed Fee**

J|C is requesting a lump sum fee of \$381,000.00 for the services described in this proposal. For a detailed breakdown of the fee, refer to Attachment A.

### **Special Considerations**

This proposal is based on the following special considerations:

1. Services requested by the MHRA that are outside the scope of this proposal will be performed on an hourly rate basis in accordance with the enclosed Schedule of Hourly Rates (refer to Attachment C) or on a lump sum basis to be mutually agreed upon by MHRA and J|C. The hourly rate schedule is subject to revision January 1<sup>st</sup> of each year.
2. Fees do not include sales taxes that may be imposed.
3. The proposed fees shall be considered in their entirety for the scope of services. Should the MHRA wish to contract with J|C for only a portion of the work, J|C reserves the right to negotiate individual scope items on their own merits.
4. This proposal shall be valid for sixty days from this date and may be extended upon approval by J|C.





Shepherd Durham and Selected Cross Streets Reconstruction – Proposal for Professional Services

Page 6

September 17, 2020

J|C hopes you will find this proposal to be acceptable and are thankful for the opportunity to continue our working relationship with MHRA. Please feel free to contact the undersigned if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Martin Murdock'.

Martin Murdock  
Vice President

A handwritten signature in blue ink, appearing to read 'Kristen Hennings'.

Kristen Hennings, P.E., CFM, LEED® Green Associate  
Senior Project Manager


Attachments

**ATTACHMENT A  
Fee Proposal**

9/17/2020

Accelerated Phase 2 Final Design Activities

T-0523A - Shepherd, Durham, and Selected Cross Street Reconstruction

 JONES & CARTER		Practice Leader	PE V	PE IV	PE III	PE II	PE I	DE II	DE I	Construction Mgr. V	Admin III	GIS Operator III	CAD III	Sub-Total	Sub Cons.	Sub Cons. (cost + 8%)	Total Budget
		\$250.00	\$230.00	\$215.00	\$185.00	\$160.00	\$140.00	\$120.00	\$100.00	\$185.00	\$100.00	\$140.00	\$95.00				
<b>BASIC SERVICES</b>																	
<b>Task 200 - Design Phase Basic Services - Accelerated PHASE 2 (Lump Sum)</b>																	
1	General Project Management			216	108						72			\$73,620		\$0.00	\$73,620.00
2	MHRA Progress Meetings (Monthly) (18 meetings)			72	36		36							\$27,180		\$0.00	\$27,180.00
3	Team Progress Meetings (Bi-Weekly) (36 meetings)			144	108		72							\$61,020		\$0.00	\$61,020.00
4	TIP Progress Meetings with TxDOT (Monthly) (18 meetings)			72	54		72							\$35,550		\$0.00	\$35,550.00
5	Public Agency and Stakeholder Coordination (60%, 90%, 100%)																
a	- HPW UCC (9 meetings)			30	30									\$12,000		\$0.00	\$12,000.00
b	- UCC Letters (PNL, FNL)			4	8		24							\$5,700		\$0.00	\$5,700.00
c	- HPW Interagency (4 meetings)			16	16		12							\$8,080		\$0.00	\$8,080.00
d	- HPW TDO (6 meetings)			24	24		12							\$11,280		\$0.00	\$11,280.00
e	- HPW Comment Response Meetings (3 meetings)			8	8		16							\$5,440		\$0.00	\$5,440.00
f	- Traffic and Transportation Committee (1 meeting)			6	6		4							\$2,960		\$0.00	\$2,960.00
g	- METRO (4 meetings)			16	16		8							\$7,520		\$0.00	\$7,520.00
h	- TxDOT Coordination at Interstate 10 (2 meetings)			8	8		4							\$3,760		\$0.00	\$3,760.00
i	- Houston Parks and Recreation Department (2 meetings)			8	8		4							\$3,760		\$0.00	\$3,760.00
j	- Miscellaneous Stakeholder (2 meetings)			8	8		4							\$3,760		\$0.00	\$3,760.00
k	- Bike Houston (1 meeting)			4	4									\$1,600		\$0.00	\$1,600.00
l	- Arabic Immersion School (1 meeting)			4	4									\$1,600		\$0.00	\$1,600.00
m	- Heights Association (1 meeting)			4	4		2							\$1,880		\$0.00	\$1,880.00
														\$0		\$0.00	\$0.00
6	Private Utility Coordination																
a	- CenterPoint Energy (2 meetings)			8	8		4							\$3,760		\$0.00	\$3,760.00
b	- Review and Incorporate CenterPoint Energy Data			12			24							\$5,940		\$0.00	\$5,940.00
c	- AT&T (2 meetings)			8	8		4							\$3,760		\$0.00	\$3,760.00
d	- Review and Incorporate AT&T Data			18			36							\$8,910		\$0.00	\$8,910.00
e	- Comcast (1 meeting)			4	4		2							\$1,880		\$0.00	\$1,880.00
f	- Review and Incorporate Comcast Data			18			36							\$8,910		\$0.00	\$8,910.00
g	- Phonoscope (1 meeting)			4	4		2							\$1,880		\$0.00	\$1,880.00
h	- Review and Incorporate Phonoscope Data			18			36							\$8,910		\$0.00	\$8,910.00
	<b>Total Design Phase Basic Services</b>													\$8,910		\$0.00	\$310,700.00
<b>Task 400 - Additional Services (Lump Sum plus Hourly)</b>																	
7	Geotechnical Investigation (Lump Sum)														\$64,114.00	\$69,243.12	\$69,243.12
																\$0.00	\$0.00
	<b>Total Additional Services</b>																\$69,300.00
<b>Task 800 - Reimbursable Expenses</b>																	
2	Repro/Mileage/Parking														\$1,000.00	\$1,000.00	\$1,000.00
	<b>Total Reimbursable Expenses</b>																\$1,000.00
	Hours Subtotal	0	0	734	474	0	414	0	0	0	72	0	0				1694
<b>SUBTOTAL BASIC SERVICES AND ADDITIONAL SERVICES - DESIGN</b>		\$ -	\$ -	\$ 157,810	\$ 87,690	\$ -	\$ 57,960	\$ -	\$ -	\$ -	\$ 7,200	\$ -	\$ -	\$310,660	\$65,114.00	\$70,243.12	\$381,000.00



Houston	6120 S. Dairy Ashford Rd.
Austin	Houston, TX 77072-1010
Dallas	281.933.7388 Ph
San Antonio	281.933.7293 Fax
	<a href="http://www.hvj.com">www.hvj.com</a>

September 15, 2020

Ms. Kristen Hennings, PE  
 Senior Project Manager  
 Jones | Carter  
 6330 West Loop South, Suite 150  
 Bellaire, Texas 77401

Re: Geotechnical Study  
 Shepherd and Durham Drive Reconstruction Phase 2  
 From W 15<sup>th</sup> Street to Interstate 10  
 Houston, Texas  
 Owner: City of Houston  
 HVJ Proposal No. HG1910479.2

Dear Ms. Hennings:

HVJ Associates, Inc. is pleased to submit this proposal for providing a geotechnical study for the above-mentioned project. This proposal outlines our understanding of the scope of the project and presents our approach and our fees for providing the study.

#### **Project Description:**

The project includes complete reconstruction of Shepherd Drive and Durham Drive between W 15<sup>th</sup> Street and Interstate 10 in Houston, Texas. It also involves reconstruction of West 11<sup>th</sup>, West 12<sup>th</sup> and W 14<sup>th</sup> streets located between Shepherd Drive and Durham Drive. The limits of reconstruction of West 14<sup>th</sup> street extend beyond Durham Drive by about 200 feet. The proposed improvements include reconstruction of pavement, sidewalks, drainage, water and sanitary sewers. The existing Shepherd and Durham Bridges over the MLK Trail and White Oak Bayou will remain and will only be restriped. Based on the information provided to us by Jones and Carter, we understand that the invert depth of utilities will not exceed 15 feet below existing grade and will be installed using open cut techniques.

#### **Scope of Work:**

The geotechnical investigation will be performed in general accordance with Chapter 11 of the City of Houston Department of Public Works and Engineering Infrastructure Design Manual dated July 2019. We propose to drill 20 borings to a depth of 25 feet below the existing grade for the utilities and pavement, and an additional 30 borings to a depth of 5 feet below the existing grade. The spacing between the utility borings will be about 500 feet and the spacing between the pavement borings will be about 250 feet in accordance with the City of Houston guidelines. In accordance with requirements of Chapter 11, we are planning to convert three utility borings into piezometers based on water levels encountered during drilling. Groundwater levels will be obtained 24-hours after initial installation and 30 days after installation. The piezometers will be abandoned after taking the final water readings.

The existing pavement will be cored at the borehole locations prior to drilling and pavement thickness information from the cores will be obtained. All boreholes (with exception to borings converted to piezometers) will be backfilled with cement grout by tremie method to the full depth in accordance with the City guidelines. The pavement cores will be patched with concrete or asphalt to restore the site. Traffic control will be used during the field operations. The borings will be used to determine site stratigraphy and to obtain samples for laboratory testing. All the field and laboratory tests will be performed according to ASTM standards, where applicable, or with other well-established procedures.

A report of our study will be prepared by an engineer specializing in soil mechanics and foundation engineering after reviewing available structural, geological, boring, and laboratory data. In general, the following items will be included in our report:

- Boring logs and test data,
- Groundwater conditions,
- Generalized subsurface conditions,
- Pavement design recommendations for Shepherd Drive, Durham Drive, West 11<sup>th</sup>, West 12<sup>th</sup> and West 14<sup>th</sup> streets,
- Subgrade preparation recommendations,
- Recommendations for installation utilities by open-cut techniques,
- Traffic signal foundation recommendations,
- Structural fill requirements and general earthwork recommendations,

Two draft copies of each of our geotechnical reports will be delivered for review by Jones | Carter and the City of Houston. After approval of our draft reports by Jones | Carter and the City of Houston, two final copies and CD with an electronic version of each report will be submitted.

**Schedule:**

We expect to complete this assignment in approximately eight weeks, following our receipt of your written notice to proceed. If requested, verbal recommendations can be provided throughout the progress of the investigation as testing is completed.

**Fee:**

Based on the scope of work outlined, the estimated fee for our services is \$64,114. Detailed cost estimate for the proposed work is attached. This estimate is made with the assumption that the site is accessible to truck mounted drilling equipment. Our accounting procedures call for the submittal of invoices on a month-end basis or at the conclusion of project should its duration last less than a month.

**Conditions:**

The following conditions have been assumed for the fee proposal:

- Borehole locations will be mutually agreed by Jones | Carter/City of Houston and HVJ.
- Traffic count required for pavement design will be provided by Jones | Carter.
- Plan and profile drawings for the utilities will be provided by Jones | Carter.

Ms. Kristen Hennings, PE  
HG1910479.2  
September 15, 2020

- Survey information related to soil borings including northing, easting and elevation will be provided by Jones | Carter.
- Laboratory samples will be held for no more than a period of 3 months after completion of the draft report or 1 month after completion of the final report, whichever is less.
- We will perform our investigation in accordance with our ever green contract between Jones | Carter and HVJ dated August 23, 2019.

If this proposal meets your approval, please sign and complete the indicated spaces below and forward a copy of the proposal to us.

HVJ Associates, Inc. is pleased to be of service on this project. Please contact us if you have any questions or require additional information.

Sincerely,

**HVJ ASSOCIATES, INC.**



Sharmi Vedantam, PE  
Houston Branch Manager

**GEOTECHNICAL ESTIMATE****Shepherd and Durham Drive Reconstruction Phase 2****From W 15th Street to Interstate 10****Client: Jones | Carter**

HVJ Proposal No. HG1910479.2

September 15, 2020

**TABLE - GEOTECHNICAL BREAKDOWN****Field Exploration**

Mob/Demob	1	@	\$340.00	LS	\$340.00
ATV Mobilization/Demobilization	0	@	\$132.00	LS	\$0.00
Drilling and Sampling (continuous)	550	ft @	\$21.00	per ft	\$11,550.00
Drilling and Sampling (intermittent)	100	ft @	\$18.00	per ft	\$1,800.00
Boring Not Accessible by Truck Mounted Equipment, Surcharge	0	ft @	\$2.00	per ft	\$0.00
Grouting (Tremie Method to full depth of the borings)	575	ft @	\$7.00	per ft	\$4,025.00
Project Engineer (Field Coordination)	8	hr @	\$105.00	per hour	\$840.00
Field Technician (rig/traffic coordination, utilities, staking etc.)	45	hr @	\$50.00	per hour	\$2,250.00
Vehicle Trips (staking, utilities, etc.)	45	hr @	\$10.00	per hour	\$450.00
Piezometer Installation (Three 25-ft)	75	ft @	\$16.00	per ft	\$1,200.00
Piezometer Abandonment	75	ft @	\$14.00	per ft	\$1,050.00
Field Technician (PZ Readings)	8	hr @	\$50.00	per hour	\$400.00
Vehicle Trips (PZ Readings)	8	hr @	\$10.00	per hour	\$80.00
Cores (up to 6 inches thick)	49	@	\$90.00	each	\$4,410.00
Reimbursable Expenses (cost +10%) - Traffic Control/day	12	@	\$715.00	day	\$8,580.00
Traffic Control (Equipment and Flagman/Officer)	0	hr @	\$45.00	per hour	\$0.00
<b>Subtotal</b>					<b>\$36,975.00</b>

**Laboratory Testing**

Moisture Content (ASTM D-2216)	160	@	\$9.00	each	\$1,440.00
Atterberg Limits (ASTM D-4318)	85	@	\$60.00	each	\$5,100.00
Percent Passing #200 Sieve (ASTM D-1120)	85	@	\$46.00	each	\$3,910.00
Unconsolidated Undrained (ASTM D-2850)	85	@	\$61.00	each	\$5,185.00
Moisture/Density Relationship (ASTM D-698)	1	@	\$196.00	each	\$196.00
California Bearing Ratio (ASTM D-1883)	1	@	\$208.00	each	\$208.00
Four Point Lime Content Recommendation Series (PI)	1	@	\$240.00	each	\$240.00
<b>Subtotal</b>					<b>\$16,279.00</b>

**Engineering, Report Preparation and Administration**

Principal	4	hr @	\$210.00	per hour	\$840.00
Senior Engineer, P.E.	6	hr @	\$150.00	per hour	\$900.00
Project Engineer, PE	36	hr @	\$105.00	per hour	\$3,780.00
Staff Engineer	60	hr @	\$83.00	per hour	\$4,980.00
Support Personnel (Engineering Assistant)	6	hr @	\$60.00	per hour	\$360.00
<b>Subtotal</b>					<b>\$10,860.00</b>

**TOTAL GEOTECHNICAL SERVICES****\$64,114.00**

**Memorial Heights Redevelopment Authority (TIRZ No. 5)**

**Project No. T-0523A – Shepherd, Durham, and Selected Cross Streets Reconstruction Project**

**The Goodman Corporation Work Authorization No. 4 – Phase II Project Initiation**

This WORK AUTHORIZATION authorizes consultant services to be performed by THE GOODMAN CORPORATION (the “CONSULTANT”) pursuant to the Contract (“AGREEMENT”) between the CONSULTANT and MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY/ TIRZ NO. 5 (“MHRA”). Unless otherwise defined herein, all capitalized terms used in this WORK AUTHORIZATION are defined in the Agreement.

This WORK AUTHORIZATION consists of the following:

- 1.0 PROJECT DESCRIPTION: The CONSULTANT shall support MHRA with the completion of administrative, compliance, and coordination activities related to the initiation of the TIP-funded Phase II project.
- 2.0 SCOPE OF SERVICES: The CONSULTANT shall lead the development and coordination of agreements related to the Phase II project’s initiation.
- 3.0 FEE AND PAYMENT: The CONSULTANT shall complete the tasks in this WORK AUTHORIZATION on a lump sum percentage of completion basis not to exceed \$45,000.
- 4.0 PROJECT SCHEDULE: The schedule for this work is to be determined.

**IN WITNESS WHEREOF**, the parties have executed this TASK ORDER as of \_\_\_\_\_, 20\_\_.

**MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THE GOODMAN CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Task – Phase II Project Initiation and Administrative Requirements**

Phase II of the Shepherd and Durham Major Investment Project (Project) was recently funded by the Houston-Galveston Area Council (H-GAC) Transportation Policy Council (TPC). The action taken by the TPC moved the project into the Transportation Improvement Program (TIP). Coordination and agreements are needed on several key items between the MHRA, the City of Houston Public Works and Engineering Department, the Texas Department of Transportation (TxDOT), and H-GAC.

The preferred alternative is for the City of Houston (COH) to enter into an Advance Funding Agreement (AFA) with TxDOT for the project funding and then enter into a supplemental project delivery agreement with the MHRA. This supplementary agreement between the COH and the MHRA (interlocal) would pass through design, bid, and construction phase responsibilities to the MHRA. The COH, as the signatory on the AFA, would have oversight responsibility of the MHRA, but would allow the MHRA to enter into contracts and deliver the project with a level of autonomy normally experienced on Redevelopment Authority projects within the City of Houston. The entity that holds the actual Phase II construction contract may be the City or may be the MHRA, depending on coordination with the project partners. This framework is proposed as it will allow the MHRA the greatest ability to implement the project on a preferred schedule and in a manner in which design and construction phase activities and decisions can be most efficiently and strategically managed.

TGC is uniquely qualified to coordinate these activities due to our understanding of the processes and procedures which apply to this situation and the parties involved.

This process, as described, is novel and has the potential to involve a significant amount of coordination between the parties, elected officials, and legal counsels. TGC is proposing a lump sum percentage of completion for this task, to a point where an agreement between the parties can be reached (the form of the agreement is not prescribed but could be in the form of a memorandum of understanding or an interlocal agreement.)

At the time when design, bid, and construction phase responsibilities have been confirmed via agreement, TGC and the MHRA will work to define a new task order based on the next phase of work related to the Phase II project.

**Anticipated Deliverables:**

- Multi-agency coordination and discussion.
- Coordination with H-GAC and TxDOT on project administrative requirements related to Phase II initiation (TIP, STIP, RTP, etc.)
- Coordination with COH elected officials.
- Develop proposed concept framework for agreement.
- Develop proposed detailed framework for agreement.
- Coordination with MHRA legal counsel and others.
- Agreement coordination and completion.

**Anticipated Timeline:**



- Six months

**Excluded Activities:**

- Phase II design phase coordination
- Phase II bid phase activities
- Phase II construction phase activities

**MEMORIAL-HEIGHTS  
REDEVELOPMENT AUTHORITY**

**Annual Financial Statements  
and  
Supplementary Information**

**June 30, 2020  
(With Independent Auditor's Report Thereon)**

## **TABLE OF CONTENTS**

	<b><u>PAGE</u></b>
INDEPENDENT AUDITOR'S REPORT	1-2
MANAGEMENT'S DISCUSSION AND ANALYSIS	3-6
BASIC FINANCIAL STATEMENTS	
STATEMENT OF NET POSITION AND GOVERNMENTAL FUND BALANCE SHEET	7
RECONCILIATION OF THE GOVERNMENTAL FUND BALANCE SHEET TO THE STATEMENT OF NET POSITION	8
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE	9
RECONCILIATION OF THE GOVERNMENTAL FUND STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE TO THE STATEMENT OF ACTIVITIES	10
NOTES TO THE FINANCIAL STATEMENTS	11-17
REQUIRED SUPPLEMENTARY INFORMATION	
BUDGETARY COMPARISON SCHEDULE – GENERAL FUND	18
SUPPLEMENTARY INFORMATION REQUIRED BY THE CITY OF HOUSTON	
SCHEDULE OF ESTIMATE OF PROJECT COSTS TO ACTUAL COSTS	19
SCHEDULE OF OPERATING EXPENDITURES AND CAPITAL EXPENDITURES	20-21

# McCALL GIBSON SWEDLUND BARFOOT PLLC

Certified Public Accountants

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## INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying financial statements of the governmental activities and major fund of Memorial-Heights Redevelopment Authority (the "Authority"), **a component unit of the City of Houston, Texas**, as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

## **Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and major fund of the Authority as of June 30, 2020, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and the Budgetary Comparison Schedule – General Fund be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### *Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's basic financial statements. The supplementary information required by the City of Houston, Texas is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The supplementary information, excluding that portion marked "Unaudited" on which we express no opinion or provide any assurance, has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

McCall Gibson Swedlund Barfoot PLLC  
Certified Public Accountants  
Houston, Texas

September 24, 2020

# **MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**

## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

### **FOR THE YEAR ENDED JUNE 30, 2020**

The discussion and analysis of Memorial-Heights Redevelopment Authority's (Authority or MHRA) financial statements provide an overview of the Authority's financial performance during the years ended June 30, 2020, and 2019. This discussion and analysis includes comparative data for the year ended June 30, 2020, with the year ended June 30, 2019, with a brief explanation for significant changes between fiscal years. Since the Management's Discussion and Analysis is designed to focus on current activities, resulting changes and currently known facts, please read in conjunction with the Authority's financial statements and footnotes.

#### **HIGHLIGHTS**

- Since its creation in 1996, Reinvestment Zone Number Five, City of Houston (Zone) has seen an increase in taxable value. As of tax year 2019, the projected taxable value was approximately \$2,280,167,151. This increase in value over the base year value of \$1,267,295,472 was due to multiple factors including annexation of territory into the boundaries of the Zone and subsequent development of multi-family development and commercial projects in the Zone.
- The Authority recorded its annual Municipal Services Payment to the City of Houston in the amount of \$160,652.
- During Fiscal Years 2018, 2019 and 2020, MHRA continued work on the Shepherd/Durham Streets Reconstruction Project and has successfully obtained grant funding.
- During Fiscal Year 2020, MHRA completed the construction for bank stabilization of the bayou at Little Thicket Park. The City Parks Department and MHRA are participating as equal financial partners for this project and MHRA was responsible for the design and construction.
- During Fiscal Year 2020, MHRA completed construction of the Houston Avenue and White Oak Drive Intersection project.

# MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY

## MANAGEMENT'S DISCUSSION AND ANALYSIS

### FOR THE YEAR ENDED JUNE 30, 2020

#### OVERVIEW OF THE FINANCIAL STATEMENTS

Under Governmental Accounting Standards Board (GASB) Statement No. 34, the Authority qualifies as a special purpose government with one program – redevelopment of the Memorial-Heights Area, an area in central Houston consisting of commercial and recreational corridors within an area generally bounded by IH-610 to the North and West, IH-45 to the East, and West Clay Street to the South (the “Memorial-Heights Area”). GASB Statement No. 34 allows such entities to combine the fund financial statements and the government-wide financial statements rather than presenting separate statements.

Government-wide statements report information about the Authority as a whole using accounting methods similar to those used in private-sector companies. The Statement of Net Position includes all of the Authority’s assets and liabilities. All of the current year’s revenues and expenses are accounted for in the Statement of Activities, regardless of when cash is received or paid. The fund financial statements report information about the Authority on the modified accrual basis, which only accounts for revenues that are measurable and available within the current period or soon enough thereafter to pay liabilities of the current period. Adjustments are provided to reconcile the government-wide statements to the fund statements. Explanations for reconciling items in the “Adjustments” column are provided on the face of the statements.

#### STATEMENT OF NET POSITION

The Statement of Net Position includes all assets and liabilities using the accrual basis of accounting, which is similar to the accounting used by most private-sector institutions. The Authority’s cash deposits are collateralized by pledged securities. For a more detailed analysis of assets and liabilities, see the notes to the financial statements. The following table reflects condensed information (rounded to the nearest thousand) on the Authority’s net position at June 30:

	Summary of Changes in the Statement of Net Position		
	2020	2019	Change Positive (Negative)
<b>ASSETS:</b>			
Cash and Investments	\$ 12,353,000	\$ 8,832,000	\$ 3,521,000
Tax Increments Receivable	4,493,000	3,458,200	1,034,800
<b>TOTAL ASSETS</b>	<b>\$ 16,846,000</b>	<b>\$ 12,290,200</b>	<b>\$ 4,555,800</b>
<b>LIABILITIES:</b>			
Due to Developer	\$ 2,350,000	\$ 2,613,000	\$ 263,000
Other Liabilities	724,000	655,000	(69,000)
<b>TOTAL LIABILITIES</b>	<b>\$ 3,074,000</b>	<b>\$ 3,268,000</b>	<b>\$ 194,000</b>
<b>TOTAL NET POSITION</b>	<b>\$ 13,771,000</b>	<b>\$ 9,022,200</b>	<b>\$ 4,748,800</b>

\*

\*As Adjusted See Note 6



**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**FOR THE YEAR ENDED JUNE 30, 2020**

**STATEMENT OF ACTIVITIES**

The Statement of Activities presents the operating results of the Authority. The following table reflects condensed information on the Authority's operations for the years ended June 30:

	Summary of Changes in the Statement of Activities		
	2020	2019	Change Positive (Negative)
<b>REVENUES:</b>			
Tax Increment Revenue	\$ 6,606,000	\$ 5,615,000	\$ 991,000
Interest Revenue	172,000	170,000	2,000
<b>TOTAL REVENUES</b>	<b>\$ 7,208,000</b>	<b>\$ 5,785,000</b>	<b>\$ 1,423,000</b>
<b>EXPENSES:</b>			
Project Cost	\$ 1,845,000	\$ 1,688,000	\$ (157,000)
Other Costs	398,000	442,000	44,000
Support Services	216,000	277,000	61,000
<b>TOTAL EXPENSES</b>	<b>\$ 2,459,000</b>	<b>\$ 2,407,000</b>	<b>\$ (52,000)</b>
<b>CHANGE IN NET POSITION</b>	<b>\$ 4,749,000</b>	<b>\$ 3,378,000</b>	<b>\$ 1,371,000</b>
<b>NET POSITION, BEGINNING OF YEAR</b>	<b>9,022,200</b>	<b>5,644,200</b>	<b>3,378,000</b>
<b>NET POSITION, END OF YEAR</b>	<b>\$ 13,771,200</b>	<b>\$ 9,022,200</b>	<b>\$ 4,749,000</b>

\*

\*As Adjusted See Note 6

**Tax Increments**

The City has agreed, subject to certain limitations, to deposit to the Tax Increment Fund established for the Authority, a certain percentage of tax collections arising from their taxation of the increase, if any, in the appraised value of real property located in the Zone since a designated base year. The City remits its tax increments on an annual basis.

# **MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**

## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

### **FOR THE YEAR ENDED JUNE 30, 2020**

#### **Capital Assets**

The Authority had no capital assets as of June 30, 2020. Under the Development Agreements, the Authority oversees the construction of certain public improvements in the Memorial-Heights Areas. Upon completion and inspection by the Authority's consultants and the City's inspectors, the public improvements are automatically conveyed to the City. Thus, although it may have obligations to reimburse construction participants, including developers, for the public improvements, the Authority never holds title to any public improvements.

#### **Debt**

As of June 30, 2020, the Authority had no bond debt. As of June 30, 2020, the Authority owed developers \$2,349,965.

#### **GENERAL FUND BUDGETARY HIGHLIGHTS**

The Authority's overall final budget for 2020 was in excess of \$21.1 million dollars.

Actual tax increments and other income received were less than budgeted. Total expenditures were less than budgeted. See the budget to actual comparison on page 18.

#### **CURRENT AND FUTURE PROJECTS**

The Authority is undertaking or considering the following projects in the Memorial Heights Area, including:

- Shepherd/Durham Streets Reconstruction Project
- Little Thicket Park Bank Stabilization Project
- Bicycle and pedestrian facility improvement to improve safety at the intersection of Washington/Center and Heights and at various intersections along the MKT trail
- Selected streets between Shepherd and Durham
- Yale and Center Street Intersection Signalization Improvements
- Participating with the City of Houston, TxDOT, and the Harris County Flood Control District to develop and construct the North Canal Flood Control Project
- Restriping of West Dallas between Dunlavy and Waugh to add bicycle facilities.

\*\*\*\*\*

This financial report is designed to provide a general overview of the Memorial-Heights Redevelopment Authority's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to John Kuhl, Attorney, SKLaw, 1980 Post Oak Boulevard, Suite 1380, Houston, Texas 77056.

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**STATEMENT OF NET POSITION AND**  
**GOVERNMENTAL FUND BALANCE SHEET**  
**JUNE 30, 2020**

	<u>General Fund</u>	<u>Adjustments</u>	<u>Statement of Net Position</u>
<b>ASSETS</b>			
Cash	\$ 475,606	\$	\$ 475,606
Investments	11,876,601		11,876,601
Tax Increment Receivable	4,492,925		4,492,925
<b>TOTAL ASSETS</b>	<u>\$ 16,845,132</u>	<u>\$</u>	<u>\$ 16,845,132</u>
<b>LIABILITIES</b>			
Accounts Payable	\$ 723,620	\$	\$ 723,620
Due to Developer		2,349,965	2,349,965
<b>TOTAL LIABILITIES</b>	<u>\$ 723,620</u>	<u>\$ 2,349,965</u>	<u>\$ 3,073,585</u>
<b>FUND BALANCE</b>			
Unassigned	<u>\$ 16,121,512</u>	<u>\$ (16,121,512)</u>	<u>\$ - 0 -</u>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<u>\$ 16,845,132</u>		
<b>NET POSITION</b>			
Unrestricted		<u>\$ 13,771,547</u>	<u>\$ 13,771,547</u>

The accompanying notes to the financial  
statements are an integral part of this report.

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**RECONCILIATION OF THE GOVERNMENTAL FUND BALANCE SHEET**  
**TO THE STATEMENT OF NET POSITION**  
**JUNE 30, 2020**

Total Fund Balance - Governmental Fund \$ 16,121,512

Amounts reported for governmental activities in the Statement of Net Position  
are different because:

Certain liabilities are not due and payable in the current period and, therefore,  
are not reported as liabilities in the governmental funds. These liabilities at year  
end consist of:

Due to Developer (2,349,965)

Total Net Position - Governmental Activities \$ 13,771,547

The accompanying notes to the financial  
statements are an integral part of this report.

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND STATEMENT OF**  
**REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**  
**FOR THE YEAR ENDED JUNE 30, 2020**

	General Fund	Adjustments	Statement of Activities
<b>REVENUES:</b>			
Tax Increment Revenue	\$ 6,605,739	\$	\$ 6,605,739
Grant and Miscellaneous Revenues	430,000		430,000
Investment Revenues	171,814		171,814
<b>TOTAL REVENUES</b>	<u>\$ 7,207,553</u>	<u>\$ - 0 -</u>	<u>\$ 7,207,553</u>
<b>EXPENDITURES/EXPENSES:</b>			
Service Operations:			
Municipal Services	\$ 160,652	\$	\$ 160,652
Administrative Fees-Transfer	236,470		236,470
Project Cost	1,845,002		1,845,002
Administrative Consultant	92,888		92,888
Accounting and Legal Fees	60,003		60,003
Developer Reimbursement	262,565	(262,565)	
Other Consultants	62,200		62,200
Other Cost	965		965
<b>TOTAL EXPENDITURES/EXPENSES</b>	<u>\$ 2,720,745</u>	<u>\$ (262,565)</u>	<u>\$ 2,458,180</u>
<b>NET CHANGE IN FUND BALANCE</b>	\$ 4,486,808	\$ (4,486,808)	\$
<b>CHANGE IN NET POSITION</b>		4,749,373	4,749,373
<b>FUND BALANCE/NET POSITION -</b>			
<b>JULY 1, 2019, as adjusted</b>	<u>11,634,704</u>	<u>(2,612,530)</u>	<u>9,022,174</u>
<b>FUND BALANCE/NET POSITION -</b>			
<b>JUNE 30, 2020</b>	<u>\$ 16,121,512</u>	<u>\$ (2,349,965)</u>	<u>\$ 13,771,547</u>

The accompanying notes to the financial  
statements are an integral part of this report.

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**RECONCILIATION OF THE GOVERNMENTAL FUND STATEMENT OF**  
**REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**  
**TO THE STATEMENT OF ACTIVITIES**  
**FOR THE YEAR ENDED JUNE 30, 2020**

Net Change in Fund Balance - Governmental Fund	\$ 4,486,808
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Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report developer reimbursements as expenditures. Developer reimbursements decrease long-term liabilities in the Statement of Net Position.

<u>262,565</u>
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Change in Net Position - Governmental Activities	<u><u>\$ 4,749,373</u></u>
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The accompanying notes to the financial  
statements are an integral part of this report.

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

**NOTE 1. DESCRIPTION OF ORGANIZATION**

**Description of Organization**

Memorial-Heights Redevelopment Authority (the Authority) is a nonprofit local government corporation, incorporated December 11, 1997 under the laws of the State of Texas, and operating under Chapter 431, Texas Transportation Code. On December 10, 1997, the City of Houston (the City) adopted Resolution No. 97-67, which authorized the Authority to aid, assist and act on behalf of the City, in the performance of the City's obligation with respect to Reinvestment Zone Number Five, City of Houston, Texas (Memorial-Heights TIRZ or TIRZ).

**City of Houston Reinvestment Zone Number Five**

Memorial-Heights TIRZ was created pursuant to Chapter 311, Texas Tax Code, by City Ordinance No. 96-1337, effective December 24, 1996, as a tax incremental reinvestment zone. The TIRZ is authorized to provide new capital for public works and public improvements in specified corridors and areas in the Memorial-Heights Area. The TIRZ will provide a source of funding through the tax increments generated by redevelopment of those areas within the Memorial-Heights TIRZ.

**NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Reporting Entity**

As required by accounting principles generally accepted in the United States of America, these financial statements represent all of the funds of Memorial-Heights Redevelopment Authority. The Authority is a component unit of the City of Houston. Component units are legally separate entities for which the primary government is financially accountable. There are no separate legal entities that are a part of the Authority's reporting entity.

**Tax Increments and Participation Agreements**

The City has agreed to deposit to the Tax Increment Fund established for the TIRZ (the Tax Increment Fund) a certain percentage of the tax collections arising from its taxation of the increase, if any, in the appraised value of real property located in the TIRZ since January 1, 1996 (the Tax Increments). The City is required to collect taxes on real property located within the TIRZ in the same manner as other taxes are collected by the City. The City is then required to pay the Tax Increment Fund the Tax Increments, as agreed upon in accordance with the City's agreement with the TIRZ (the Participation Agreement). Thus, Tax Increments are due to be deposited from the Tax Increment Fund to the Authority's account by the end of each quarter in which they are collected in the Tax Increment Fund. The City has agreed to pay 100% of their Tax Increments to the Tax Increment Fund. During the current fiscal year, tax increments of \$6,605,738 were collected by the City of which \$236,470 was withheld to cover administrative costs. See Note 6 for additional information.



**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

**NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Measurement Focus and Basis of Accounting:**

**Government-Wide Financial Statement**

The Statement of Net Position and the Statement of Activities display information about the reporting government as a whole. The Statement of Net Position and the Statement of Activities were prepared using the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred.

Government-wide statements distinguish between governmental-type and business-type activities. Governmental activities are those financed through taxes, intergovernmental revenues, and other non-exchange revenues and are usually reported in governmental and internal service funds. Business activities are financed in whole or in part through fees charged for goods or services to the general public and are usually reported in proprietary funds. The Authority does not have any business-type activities.

**Fund Financial Statements**

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. All governmental funds are accounted for using a current financial resources measurement focus and have been prepared using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual (i.e., when they are “measurable and available”). “Measurable” means the amount of the transaction that can be determined and “available” means collectible within the current period or soon enough thereafter to pay liabilities of the current period. The Authority considers all revenue available if it is collected within 60 days after the year end. Expenditures are recorded when the related fund liability is incurred. The Authority only has one major fund, the General Fund, which accounts for all financial resources.

**Fund Balances**

Fund balances in governmental funds are classified using the following hierarchy:

*Nonspendable* - amounts that cannot be spent either because they are in nonspendable form or because they are legally or contractually required to be maintained intact. The Authority does not have any nonspendable fund balances.

*Restricted* - amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation or because of constraints that are externally required. The Authority does not have any restricted fund balances.

*Committed* - amounts that can be used only for specific purposes determined by a formal action of the Board of Directors. The Board is the highest level of decision-making authority for the Authority. Commitments may be established, modified, or rescinded only through ordinances or resolutions approved by the Board. The Authority does not have any committed fund balances.

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

**NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Measurement Focus and Basis of Accounting: (Continued)**

**Fund Balances (Continued)**

*Assigned* - amounts that do not meet the criteria to be classified as restricted or committed but that are intended to be used for specific purposes. The Authority has not adopted a formal policy regarding the assignment of fund balances. The Authority does not have any assigned fund balances.

*Unassigned* - all other spendable amounts in the General Fund.

When an expenditure is incurred for which restricted, committed, assigned, or unassigned fund balances are available, the Authority considers amounts to have been spent first out of restricted funds, then committed funds, then assigned funds, and finally unassigned funds.

**Federal Income Taxes**

The Authority is exempt from Federal income taxes as an organization described in Section 501(c) (3) of the Internal Revenue Code. Under Section 6501 (c) (4), the Authority has also requested an advance ruling allowing it to be treated as a publicly supported organization under Section 170 (b) (1) (A) (vi) of the Internal Revenue Code. Furthermore, as an adjunct of local government, the Authority is exempt from Federal income taxes under Section 115 (2) of the Internal Revenue Code and qualifies as a publicly supported organization within the meaning of Section 509 (a) of the Internal Revenue Code.

**Use of Estimates**

The preparation of the Authority's financial statements in conformity with accounting principles generally accepted in the United States of America requires the Authority's management to make estimates and assumptions that affect the amounts reported in these financial statements and accompanying notes. Actual result could differ from those estimates.

**NOTE 3. DEPOSITS AND INVESTMENTS**

**Deposits**

Custodial credit risk is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The Authority's deposit policy for custodial credit risk requires compliance with the provisions of Texas statutes.

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

**NOTE 3. DEPOSITS AND INVESTMENTS (Continued)**

Deposits (Continued)

Texas statutes require that any cash balance in any fund shall, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, be continuously secured by a valid pledge to the Authority of securities eligible under the laws of Texas to secure the funds of the Authority, having an aggregate market value, including accrued interest, at all times equal to the uninsured cash balance in the fund to which such securities are pledged. At June 30, 2020, none of the Authority's bank balances were exposed to custodial credit risk.

The carrying values of the deposits are included in the Governmental Funds Balance Sheet and the Statement of Net Position at June 30, 2020, as listed below:

	Cash
GENERAL FUND	\$ 475,606

Investments

Under Texas statute, the Authority is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity and that address investment diversification, yield, maturity, and the quality and capability of investment management, and all Authority funds must be invested in accordance with the following investment objectives: understanding the suitability of the investment to the Authority's financial requirements, first; preservation and safety of principal, second; liquidity, third; marketability of the investments if the need arises to liquidate the investment before maturity, fourth; diversification of the investment portfolio, fifth; and yield, sixth. Authority's investments must be made "with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived." No person may invest Authority funds without express written authority from the Board of Directors.

The Board of Directors has adopted a written investment policy regarding the investments of its funds as defined in the Public Funds Investment Act of 1997 (Chapter 2256, Texas Government Code). Such investment include (1) obligations of the United States or its agencies; (2) direct obligations of the State of Texas or its agencies; (3) other obligations, the principal and interest of which are unconditionally guaranteed or insured by or backed by the full faith and credit of the State of Texas or the United States or their respective agencies; (4) certificates of deposit, and (5) commercial paper that complies with the Public Funds Investment Act.

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

**NOTE 3. DEPOSITS AND INVESTMENTS (Continued)**

Investments (Continued)

The Authority invests in TexPool, an external investment pool that is not SEC-registered. The State Comptroller of Public Accounts of the State of Texas has oversight of the pool. Federated Investors, Inc. manages the daily operations of the pool under a contract with the Comptroller. TexPool meets the criteria established in GASB Statement No. 79 and measures all of its portfolio assets at amortized cost. As a result, the Authority also measures its investments in TexPool at amortized cost for financial reporting purposes. There are no limitations or restrictions on withdrawals from TexPool. As of June 30, 2020, the Authority had the following investments and maturities:

Fund and Investment Type	Fair Value	Maturities in Less Than 1 Year
<u>GENERAL FUND</u>		
TexPool	<u>\$11,876,601</u>	<u>\$11,876,601</u>

Credit risk is the risk that the issuer or other counterparty to an investment will not fulfill its obligations. At June 30, 2020, the Authority's investment in TexPool, an external investment pool, was rated AAAM by Standard & Poor's.

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The Authority considers the investment in TexPool to have a maturity of less than one year due to the fact the share position can usually be redeemed each day at the discretion of the Authority, unless there has been a significant change in value.

**NOTE 4. DEVELOPER ADVANCES AND INTEREST PAYABLE**

The Authority and Memorial-Heights TIRZ have executed a development agreement with ArchStone Smith to provide funding for all reasonable and necessary expenses for the maintenance, operation and administration of the Authority and Memorial-Heights TIRZ. ArchStone Smith has agreed to extend a loan not to exceed the aggregate principal amount of \$16,706,921. The loan shall bear interest on the unpaid principal amount at the Base Rate (the prime rate of J.P. Morgan Chase Bank) plus 1% per annum until maturity. If applicable, the interest rate shall be adjusted quarterly based on any changes in the Base Rate. Principal and interest shall be repaid from the deposits made by the participating taxing entities to the Tax Increment Fund until the obligation is retired. Providing the availability of funds in the Tax Increment Fund, scheduled payments shall commence on April 1, 1998, with subsequent payments to be made annually each July. Accordingly, \$167,382 and \$49,052 of principal and interest, respectively, was paid during the fiscal year ended June 30, 2009. At the end of the fiscal years 2010 through 2020 the balance due was zero on the loan.

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

**NOTE 4. DEVELOPER ADVANCES AND INTEREST PAYABLE (Continued)**

The Authority has also entered into a reimbursement agreement with Legacy Partners Memorial Houston, L.P. (Legacy). In accordance with this agreement, Legacy has agreed to fund various right-of-way improvements on behalf of the Authority. As of June 30, 2009, Legacy has funded \$192,294 in reimbursable costs. This amount was recorded as a liability in the Statement of Net Position for 2009 and paid in 2010. The Authority also accrued and paid an additional \$28,000 in 2010 making the total paid to Legacy Partners in 2010 \$220,294. There were no payments made to Legacy in 2011 through 2020 and no amount due as of June 30, 2020.

In addition, the Authority has also entered into a reimbursement agreement with Regent Square AB LLC, Regent Square CD LLC, and AH Borrower LLC (Regent). In 2012, a partial assignment of the reimbursement agreement was made by Regent to Sovereign Regent Square LLC (Sovereign). In accordance with the reimbursement agreement, Regent and Sovereign have agreed to fund on behalf of the Authority certain design and construction costs for public infrastructure improvements in connection with a mixed-use development. As of June 30, 2020, the Developer has reported expenditures of \$71,676,614, of which \$3,211,252 is reimbursable under the agreement. This amount, less \$598,722 reimbursed in prior fiscal years and \$262,565 reimbursed in the current fiscal year, is recorded as a liability in the Statement of Net Position.

During 2019 MHRA entered into a Development Agreement which will improve the intersections at Allen Parkway and a new public street within the development, at Dallas and the new public street, Shepherd and Allen Parkway, Shepherd and Memorial, West Dallas and Shepherd. Marston Street will be extended to Allen Parkway and a new street will be constructed from Allen Parkway to West Dallas. Streetscapes will be improved on Marston, the new public street, West Dallas, Shepherd, Allen Parkway, Tirell and West Dallas. The work on West Dallas will include separated bike lanes. There were no payments made and no amount due as of June 30, 2020.

**NOTE 5. RISK MANAGEMENT**

The Authority is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters. The Authority participates in the Texas Municipal League's Intergovernmental Risk Pool ("TML") to provide general liability, errors and omission and automobile liability. The Authority, along with other participating entities, contributes annual amounts determined by TML's management. As claims arise, they are submitted and paid by TML. There have been no significant reductions in coverage from the prior year and settlements have not exceeded coverage in the past three years.

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

**NOTE 6. PRIOR PERIOD ADJUSTMENT**

As stated in Note 2, the City deposits certain tax increments to the Tax Increment Fund. The City of Houston noted that certain parcels are not completely within the TIRZ boundary (“split properties”) and a prorated portion of the tax increment for those split properties should have been made. However, in tax years 2014, 2015, 2016 and 2017, the City remitted to the TIRZ the entire tax increment for the split properties. In the current fiscal year, the City made a one-time prior period adjustment of \$1,876,344 by reducing the current year remittance to the TIRZ. The effect of this change resulted in the following:

General Fund-Fund Balance - July 1, 2019	\$ 13,511,048
Effect of Adjustment	<u>(1,876,344)</u>
GF Fund Balance - July 1, 2019, As Adjusted	<u>\$ 11,634,704</u>
Net Position - July 1, 2019	\$ 10,898,518
Effect of Adjustment	<u>(1,876,344)</u>
Net Position - July 1, 2019, As Adjusted	<u>\$ 9,022,174</u>

**NOTE 7 UNCERTAINTIES**

On March 11, 2020, the World Health Organization declared the COVID-19 virus a global pandemic. As a result, economic uncertainties have arisen which could have an impact on the operations of the Authority. The Authority is carefully monitoring the situation and evaluating its options during this time. No adjustments have been made to these financial statements as a result of this uncertainty, as the potential financial impact of this pandemic is unknown at this time.

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**REQUIRED SUPPLEMENTARY INFORMATION**  
**BUDGETARY COMPARISON SCHEDULE – GENERAL FUND**  
**FOR THE YEAR ENDED JUNE 30, 2020**

	General Fund		
	Original and Final Budget	Actual	Variance Positive (Negative)
<b>Budgetary Fund Balance - Beginning of Year</b>	\$ 13,760,510	\$ 11,634,704	\$ (2,125,806)
<b>Resources:</b>			
Tax Increments	\$ 6,916,597	\$ 6,605,739	\$ (310,858)
Grant and Miscellaneous Revenues	405,000	430,000	25,000
Investment Revenues	29,210	171,814	142,604
<b>Total Available Resources</b>	<u>\$ 21,111,317</u>	<u>\$ 18,842,257</u>	<u>\$ (2,269,060)</u>
<b>Expenditures:</b>			
Maintenance and Operations	\$ 390,000	\$ 216,056	\$ 173,944
Capital Expenditures and Developer	3,406,907	2,107,567	1,299,340
Transfers	506,482	397,122	109,360
<b>Total Expenditures</b>	<u>\$ 4,303,389</u>	<u>\$ 2,720,745</u>	<u>\$ 1,582,644</u>
<b>Budgetary Fund Balance - End of Year</b>	<u>\$ 16,807,928</u>	<u>\$ 16,121,512</u>	<u>\$ (686,416)</u>
Explanation of Differences between Budgetary Inflow and Outflows and GAAP Revenues and Expenditures			
<b>Sources/Inflows of Resources</b>			
Actual amounts (budgetary basis)			\$ 18,842,257
Differences - Budget to GAAP:			
The fund balance at the beginning of the year is a budgetary resource but is not a current- year revenue for financial reporting purposes			<u>11,634,704</u>
Total revenue as reported on the Statement of Revenues, Expenditures, and Changes in Fund Balances - General Fund			<u>\$ 7,207,553</u>

See accompanying independent auditor's report.



**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**SCHEDULE OF ESTIMATE OF PROJECT COSTS TO ACTUAL COSTS**  
**PERIOD FROM DECEMBER 11, 1997 (DATE OF INCORPORATION)**  
**THROUGH JUNE 30, 2020**  
**(UNAUDITED)**

Vendor	Estimated Total Costs	Total Expenditures	Variance Positive (Negative)
Public Utility Improvements	\$ 138,144,635	\$ 2,885,228	\$ 135,259,407
Roadway and Sidewalk Improvements	131,738,100	10,953,347	120,784,753
Parks and Park Improvements	88,499,375	10,103,710	78,395,665
Professional Services/TIRZ Administration	11,513,853	6,369,787	5,144,066
Property Assemblage/Clean-up	52,100,000	882,382	51,217,618
Financing Cost	29,879,513	3,428,907	26,450,606
Creation Costs	175,300	175,300	0
School and Educational Facilities	23,123,754	12,705,295	10,418,459
Affordable Housing	<u>33,332,210</u>	<u>7,262,210</u>	<u>26,070,000</u>
<b>Total Reimbursement</b>	<u><u>\$ 508,506,740</u></u>	<u><u>\$ 54,766,166</u></u>	<u><u>\$ 453,740,574</u></u>

See accompanying independent auditor's report.

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**SCHEDULE OF OPERATING EXPENDITURES AND CAPITAL EXPENDITURES**  
**FOR THE YEAR ENDED JUNE 30, 2020**

Category	Vendor	Budget	Actual Expenditure	Variance Positive (Negative)
<b>ADMINISTRATION AND OVERHEAD</b>				
Administration Support	SKLaw/SMW/Principle	\$ 100,000	\$ 92,888	\$ 7,112
Office Administration		10,000	-	10,000
Insurance	TML Insurance	1,000	965	35
Accounting	The Morton Accounting Services	20,000	19,400	600
Auditor	McCall Gibson Swedlund Barfoot PLLC	9,000	8,100	900
Tax Consultant	Equi-Tax, Inc.	25,000	2,100	22,900
<b>SUBTOTAL</b>		<u>\$ 165,000</u>	<u>\$ 123,453</u>	<u>\$ 41,547</u>
<b>PROGRAM AND PROJECT CONSULTANTS</b>				
Legal-General Matters	SKLaw	\$ 100,000	\$ 40,603	\$ 59,397
Planning Consultants		50,000	2,279	47,721
Project Management Consultants	Jones & Carter, Goodman Co.	75,000	49,721	25,279
<b>SUBTOTAL</b>		<u>\$ 225,000</u>	<u>\$ 92,603</u>	<u>\$ 132,397</u>
<b>TOTAL MANAGEMENT/CONSULTING SERVICES</b>		<u>\$ 390,000</u>	<u>\$ 216,056</u>	<u>\$ 173,944</u>
Regents Square GID	Sovreign Regent Square	<u>\$ 606,907</u>	<u>\$ 262,565</u>	<u>\$ 344,342</u>
Municipal Services	City of Houston	<u>\$ 160,652</u>	<u>\$ 160,652</u>	<u>\$ -0-</u>

See accompanying independent auditor's report.

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**SCHEDULE OF OPERATING EXPENDITURES AND CAPITAL EXPENDITURES**  
**FOR THE YEAR ENDED JUNE 30, 2020**

Category	Vendor	Budget	Actual Expenditure	Variance Positive (Negative)
<b>CAPITAL EXPENDITURES</b>				
Project T-0520-Houston Ave & White Oak Dr Intersection	SKLaw/Jones & Carter/SMW/RAC Industries	\$ 300,000	\$ 80,133	\$ 219,867
Project T-0521-Little Thicket Park Improvements	SKLaw/Jones & Carter/SMW/Mills Equipment	\$ 770,000	\$ 560,289	\$ 209,711
Project T-0523-Shepherd/Durham Reconstruction	SKLaw/Jones & Carter/SMW/The Goodman Group	\$ - 0 -	\$ 1,008,412	\$ (1,008,412)
Project T-0525-Reconstruct Bridges Over White Park (Part of North Canal Project)	Jones & Carter/SMW	\$ 1,000,000	\$ 9,161	\$ 990,839
Project T-0527-Heights Boulevard Pedestrian and Bicycle Safety Improvements	Jones & Carter/SMW	\$ 730,000	\$ 136,196	\$ 593,804
Project T-0528-Selected Streets Between Shepherd and Durham	Jones & Carter	\$ - 0 -	\$ 32,075	\$ (32,075)
Project T-0530-Segment of Trail Between White Oak Bayou and Memorial Park	Jones & Carter	\$ - 0 -	\$ 18,736	\$ (18,736)
<b>TOTAL CAPITAL EXPENDITURES</b>		<u>\$ 2,800,000</u>	<u>\$ 1,845,002</u>	<u>\$ 412,005</u>

See accompanying independent auditor's report.

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**CITY OF HOUSTON, TEXAS**  
**SEPTEMBER 24, 2020**

McCall Gibson Swedlund Barfoot PLLC  
Certified Public Accountants  
13100 Wortham Center Drive, Suite 235  
Houston, Texas 77065-5610

Ladies and Gentlemen:

This representation letter is provided in connection with your audit of the financial statements of Memorial-Heights Redevelopment Authority, (the "Authority"), which comprise the respective financial position of the governmental activities and each major fund as of June 30, 2020, and the respective changes in financial position for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of September 24, 2020, the following representations made to you during your audit.

**Financial Statements**

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated April 17, 2019, including our responsibility for the preparation and fair presentation of the financial statements and for preparation of the supplementary information in accordance with the applicable criteria.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates are reasonable.
- 6) Related party relationships and transactions, if any, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
- 7) Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements.

- 8) We are in agreement with the adjusting journal entries you have proposed, and they have been posted to the accounts.
- 9) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- 10) Guarantees, whether written or oral, under which the Authority is contingently liable, if any, have been properly recorded or disclosed.

**Information Provided**

- 11) We have provided you with:
  - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
  - b) Additional information that you have requested from us for the purpose of the audit.
  - c) Unrestricted access to persons within the Authority from whom you determined it necessary to obtain audit evidence.
  - d) Minutes of the meetings of the Authority or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 12) All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- 13) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 14) We have no knowledge of any fraud or suspected fraud that affects the Authority and involves:
  - a) Management,
  - b) Employees who have significant roles in internal control, or
  - c) Others where the fraud could have a material effect on the financial statements.
- 15) We have no knowledge of any allegations of fraud or suspected fraud affecting the Authority's financial statements communicated by employees, former employees, regulators, or others.
- 16) We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
- 17) We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- 18) We have disclosed to you the identity of the Authority's related parties and all the related party relationships and transactions of which we are aware.

**Government—specific**

- 19) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 20) We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.

- 21) The Authority has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity.
- 22) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts; and we have identified and disclosed to you all laws, regulations and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives, including legal and contractual provisions for reporting specific activities in separate funds.
- 23) There are no violations or possible violations of laws and regulations, provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- 24) As part of your audit, you assisted with preparation of the financial statements and related notes. We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved and accepted responsibility for those financial statements and related notes.
- 25) The Authority has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral, except as disclosed in the basic financial statements.
- 26) The Authority has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 27) We have followed all applicable laws and regulations in adopting, approving, and amending budgets.
- 28) The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations, if applicable.
- 29) The financial statements properly classify all funds and activities, in accordance with GASB Statement No. 34.
- 30) All funds that meet the quantitative criteria for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 31) Components of net position (net investment in capital assets; restricted; and unrestricted), and components of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
- 32) Provisions for uncollectible receivables have been properly identified and recorded, if applicable.
- 33) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- 34) Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.

- 35) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 36) Deposits and investment securities are properly classified as to risk and are properly disclosed.
- 37) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.
- 38) We have appropriately disclosed the Authority's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
- 39) We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.
- 40) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- 41) With respect to the supplementary information required by the Water District Financial Management Guide,
  - a) We acknowledge our responsibility for presenting this information in accordance with the Commission's requirements and we believe this information, including its form and content, is fairly presented in accordance with the Commission's requirements. The methods of measurement and presentation of this information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
  - b) If this information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.

## MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY

Signatures of the Board of Directors

_____	_____
_____	_____
_____	_____
_____	_____

D-007

# McCALL GIBSON SWEDLUND BARFOOT PLLC

*Certified Public Accountants*

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September 24, 2020

Board of Directors  
Memorial-Heights Redevelopment Authority

We have audited the financial statements of the governmental activities and each major Memorial-Heights Redevelopment Authority (the "Authority") for the year ended June 30, 2020. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our engagement letter to you dated April 17, 2017. Professional standards also require that we communicate to you the following information related to our audit. For the purposes of this letter, the term "management" refers to the Board of Directors and/or Authority consultants.

## Significant Audit Findings

### *Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. Significant accounting policies used by the Authority, including new accounting policies, if any, that have been adopted and implemented during the current fiscal year, are discussed in Note 2. We noted no transactions entered into by the Authority during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period. The financial statement disclosures are neutral, consistent, and clear.

Accounting estimates are an integral part of the financial statements and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the Authority's financial statements were management's estimate of depreciable lives of capital assets and amounts recorded as due to developer. Depreciation of infrastructure assets is based on industry wide accepted estimated useful lives taken on a straight-line basis, or on the life of the applicable contract in the case of intangible assets. Amounts shown as due to developer are based on final construction costs plus an estimated 15% for engineering and other fees. We evaluated the key factors and assumptions used to develop these estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

### *Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

### *Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. The Authority's bookkeeper will be provided with all such adjustments.

### *Management Representations*

We have requested certain representations from management that are included in the management representation letter dated September 24, 2020.



*Disagreements with Management*

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

*Management Consultations with Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Authority's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

*Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Authority's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We were engaged to perform the following non-attest services for the Authority: (1) preparation of financial statements and related notes and schedules in conformity with accounting principles generally accepted in the United States of America and (2) preparation of capital assets and due to developer schedules. These services were performed based on information provided by you. We performed these services in accordance with applicable professional standards. The non-attest services we performed are limited to those specifically defined and did not result in assuming management responsibilities.

We applied certain limited procedures to the Management's Discussion and Analysis and the budgetary comparison schedule for the General Fund, which are required supplementary information ("RSI") that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on supplementary information required by the Texas Commission on Environmental Quality, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the use of the Board of Directors of the Authority and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

McCall Gibson Swedlund Barfoot PLLC

**EXHIBIT A**  
**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**COMMITTEE APPOINTMENTS**  
**SEPTEMBER 24, 2020**

**Projects Committee**

Bryan Brown (Chair)  
Bob Stein  
Ann Lents

**Finance Committee**

Alejandro Colom (Chair)  
Janice Hale-Harris  
Christopher Manriquez

**Long-Term Financial Planning and Investment Committee**

Alejandro Colom  
Ann Lents

**General Development Guidelines Committee**

Ann Lents  
Janice Hale-Harris  
Christopher Manriquez

**Communications Committee**

Janice Hale-Harris  
Chris Manriquez  
Marvin Pierre

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

I, the undersigned officer of the Board of Directors of the Memorial-Heights Redevelopment Authority do hereby certify as follows:

1. The Board of Directors of the Memorial-Heights Redevelopment Authority convened in Regular Session on September 24, 2020, via videoconference, as permitted by actions of the Governor of the State of Texas on March 16, 2020, which suspended certain provisions of Chapter 551, Texas Government Code, in connection with the COVID-19 pandemic, and the roll was called of the members of the Board, to-wit:

Ann Lents	Chair
Alejandro Colom	Vice Chair
Janice Hale-Harris	Secretary
Bryan Brown	Director
Christopher David Manriquez	Director
Robert Stein	Director
Marvin Pierre	Director

and all of said persons were present, except Director(s) \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

**RESOLUTION AUTHORIZING PRESIDENT TO EXECUTE  
PUBLIC FUNDS DEPOSITORY AGREEMENT WITH FROST BANK,  
PUBLIC FUNDS SECURITY AGREEMENT WITH FROST BANK,  
AND THIRD PARTY CUSTODIAN AGREEMENT  
AND TO TAKE ALL OTHER ACTIONS**

was introduced for the consideration of the Board. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the Resolution, prevailed and carried unanimously.

2. That a true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the Board's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public; and that public notice of the time, place and subject of the meeting was given pursuant to the Declaration and Chapter 551, Texas Government Code, as amended.

***[SIGNATURE PAGE FOLLOWS]***

PASSED AND APPROVED the 24th day of September, 2020.

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Secretary

RESOLUTION AUTHORIZING PRESIDENT TO EXECUTE  
PUBLIC FUNDS DEPOSITORY AGREEMENT WITH FROST BANK,  
PUBLIC FUNDS SECURITY AGREEMENT WITH FROST BANK,  
AND THIRD PARTY CUSTODIAN AGREEMENT  
AND TO TAKE ALL OTHER ACTIONS

WHEREAS, the Memorial-Heights Redevelopment Authority (the "Authority") is establishing bank accounts (the "Accounts") with Frost Bank (the "Bank") for the management of Authority funds; and

WHEREAS, the Bank requires the execution of a Public Funds Depository Agreement, a Public Funds Security Agreement, and a Third Party Custodian Agreement (the "Agreements") for the establishment of the Accounts; and

WHEREAS, the Authority desires to approve and authorize the execution of the Agreements to facilitate the establishment and maintenance of the Accounts.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY THAT:

Section 1. The Board of Directors of the Authority (the "Board") hereby authorizes and approves the Agreements, copies of which are attached hereto as Exhibit "A" and made a part hereof for all purposes.

Section 2. The Board authorizes the President of the Authority to execute the Agreements on behalf of the Authority, and to take all actions necessary to transition the Authority accounts to the Bank;

DULY PASSED by majority vote of all members of the Board of Directors of the Memorial- Heights Redevelopment Authority on the 24<sup>th</sup> day of September, 2020.

ATTEST:

\_\_\_\_\_  
Ann Lents  
Chair, Board of Directors

\_\_\_\_\_  
Janice Hale-Harris  
Secretary, Board of Directors



## BANK DEPOSITORY AGREEMENT

This depository agreement for public fund entities, together with the terms of the BANK's bid to serve as depository, a copy of which is attached hereto, if applicable (collectively, this "Agreement"), is made and entered into on the date last herein written by and between **Memorial Heights Redevelopment Authority**, hereinafter called "DEPOSITOR," and FROST BANK, a Texas state bank, duly organized and authorized by law to do banking business in the State of Texas and now carrying on such business in said State (the "BANK").

### 1. Appointment of Depository and Term.

DEPOSITOR designates BANK as a depository for the period beginning **October 1, 2020** and continuing until this Agreement has been canceled in accordance with the provisions hereof, for certain accounts in the name of the DEPOSITOR, and such accounts shall be opened by the DEPOSITOR designating the accounts and making deposits therein and the BANK accepting said deposits. The term of this Agreement (the "Term") shall be **October 1, 2020 through September 30, 2022, with an option to extend this Agreement one additional two-year periods (through September 30, 2024)**, unless the parties mutually agree to an extension of the Term of this Agreement if such extension is allowed by applicable law. If the parties agree to such an extension of the Term, then the parties shall either execute an addendum to this Agreement or other written evidence stating that the parties have agreed to an extension, the statutory or other legal authority for such extension and the date upon which such extension of the Term expires.

During the Term of this Agreement, the DEPOSITOR will, through appropriate action of its governing body, designate the officer or officers who, individually or jointly, will be authorized to represent and act on behalf of the DEPOSITOR in any and all matters of every kind arising under this Agreement, including, but not limited to, taking such actions as: (a) executing and delivering to BANK an electronic fund or funds transfer agreement (and any addenda thereto); (b) appointing and designating, from time to time, a person or persons authorized to request withdrawals, orders for payment, or transfers on behalf of DEPOSITOR in accordance with the electronic fund or funds transfer agreement and addenda; (c) making withdrawals or transfers by written instrument; and (d) delivering to BANK the DEPOSITOR's collateral policy and evidence of approval by the DEPOSITOR's governing body of (1) the collateral policy, (2) the CUSTODIAN (defined below), (3) this Agreement, and (4) the attached Security Agreement (defined below).

### 2. Establishment of Accounts.

DEPOSITOR shall deposit such of its funds as it may choose, and BANK shall receive such deposits as "Demand Deposits," Interest on Checking Accounts ("IOCs"), "Savings Accounts," Money Management Accounts ("MMAs"), and/or Certificates of Deposit ("CDs"), as designated by DEPOSITOR, and BANK shall hold said Demand Deposits, IOCs, Savings Accounts, MMAs, and/or CDs subject to payment in accordance with the terms of the particular deposit. BANK will allow, credit, and pay interest on such IOCs, Savings Accounts, MMAs, and/or CDs at a rate to be set by the BANK, with: (1) interest on IOCs and MMAs to be paid monthly as it accrues through the last day of each month; (2) interest on Savings Accounts to be paid quarterly as it accrues through the last day each quarter; and (3) interest on CDs to be paid at maturity. Interest on CDs shall be calculated for the exact number of days on the basis of a 365-day year. All BANK accounts or products listed above shall be in the name of Depositor with the designation of the fund or account in accordance with instructions of Depositor.

**3. Depository Services; DEPOSITOR Records; Fees.**

Subject to the provisions stated above and to the particular terms of Demand Deposits, MMAs, Savings Accounts, or IOCs, BANK shall pay on demand to the order of DEPOSITOR upon presentation of checks, drafts, or vouchers properly issued, all or any portion of said deposits now on deposit or to be deposited with said BANK, as long as collected funds are on deposit.

BANK statements, check images, check registers, deposit slips, debit and credit notices, reconciliations, notices of interest earned, and any other related documentation, or images thereof, shall be retained by BANK for a period of 7 years after the date of receipt of the items. To the extent permitted by law, BANK shall make all records, books, and supporting documents, or images thereof, pertaining to services applicable to DEPOSITOR accounts and transactions pursuant to this Agreement available at any reasonable time during the term of this Agreement, to DEPOSITOR and its designated representatives. To the extent permitted by law, DEPOSITOR shall have the right to examine, audit, inspect, or make copies of any of such documents.

To determine charges for services rendered, BANK utilizes an earnings credit rate ("ECR") on BANK's account analysis system, determined and calculated in a manner specified in the BANK's proposal/offer. The BANK's account analysis system is used to calculate and account for all BANK-performed deposit and treasury management service charges. BANK will calculate the DEPOSITOR's combined average daily collected balances, and using the ECR, number of days in the year, and number of days in the month calculate the earnings credit allowance of the BANK and use such earnings credit allowance to offset the accrued analyzed charges to the DEPOSITOR of combined services rendered by BANK. For any amount of such accrued analyzed charges not offset by DEPOSITOR's earnings credit allowance as described above, DEPOSITOR shall remit payment in such amount to BANK monthly. Any excess or unused earnings credit allowance may be carried to the next month toward the offset of that month's accrued analyzed charges; provided, however, that excess earnings credit allowances carried forward from a previous month must be used for offset of accrued analyzed charges within the same calendar quarter, and such earnings credit allowances shall reset to zero as of the end of each calendar quarter (March 31, June 30, September 30 and December 31). Any interest paid on MMAs, Savings Accounts or IOCs shall be considered an interest expense and included in the accrued analyzed charges of the DEPOSITOR on the account analysis statement.

**4. Security of Funds; Acceptable Security; Appointment of CUSTODIAN; Increases in Collateral Amounts.**

All funds on deposit with BANK to the credit of the DEPOSITOR (including Demand Deposits, IOCs, Savings Accounts, MMAs, and CDs) shall be secured pursuant to the BANK's "Security Agreement" or similar agreement (the "Security Agreement") and any agreement required by the CUSTODIAN (defined below), all of which are attached hereto.

DEPOSITOR and BANK, by execution of this Agreement, designate Federal Reserve Bank, Federal Home Loan Bank or The Bank of New York Mellon Trust Company, N.A. as the "CUSTODIAN," to hold collateral in an account maintained by CUSTODIAN in the name of the BANK and subject to the control of DEPOSITOR, according to the terms and conditions of this Agreement, the Security Agreement, and any agreement required by the CUSTODIAN to document such relationship.

DEPOSITOR recognizes that the Federal Deposit Insurance Corporation (or its successor) (the "FDIC") provides insurance for DEPOSITOR's funds deposited at any one Texas financial institution, including accrued interest on such funds, only up to maximum regulatory limits as set by the FDIC. All uninsured funds on deposit with BANK to the credit of the DEPOSITOR shall be secured by collateral as provided for in the Texas Public Funds Collateral Act and in other applicable law (collectively, the "Acts"), and DEPOSITOR agrees and certifies that the collateral listed in Exhibit A to the Security Agreement shall be eligible to be used as collateral to secure DEPOSITOR's funds on deposit with the BANK. The market value of the collateral securing DEPOSITOR's funds must at all times equal or exceed 102% of the daily

ledger balance (amount of funds plus the amount of any accrued interest on the funds) of all DEPOSITOR's Demand Deposits, IOC's, Savings Accounts, MMA's and CDs, less the FDIC standard maximum deposit insurance amount ("SMDIA") (the "Collateral Requirement"). The market value with respect to any collateral as of any date and priced on such date will be obtained by the BANK from a generally recognized pricing source.

When the need for collateral with the BANK is expected to increase on any given day or over a series of days, DEPOSITOR agrees to notify the BANK of such expected increase at least 1 business day prior to the expected date the additional deposits are expected to be received.

**5. Delivery of Collateral to CUSTODIAN.**

BANK already, or will immediately after the effective date of this Agreement, deliver to CUSTODIAN collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the uninsured funds (as described in Section 4 above) of DEPOSITOR deposited with BANK. Such collateral or substitute collateral (as discussed below), shall be kept and retained by CUSTODIAN in an account maintained in the name of BANK and subject to the control of DEPOSITOR pursuant to the terms of this Agreement and of the Security Agreement, so long as the depository relationship between DEPOSITOR and BANK shall exist, and after the termination or expiration of this Agreement so long as any portion of the deposits made by DEPOSITOR with BANK shall have not been properly paid out by BANK to DEPOSITOR or on its order. The BANK grants a security interest in such collateral to DEPOSITOR. The joint custody account at the Federal Reserve Bank, Federal Home Loan Bank or The Bank of New York Mellon Trust Company, N.A. will be held in the BANK's and DEPOSITOR's name.

**6. Custodian Safekeeping Account.**

The BANK shall cause CUSTODIAN to accept said collateral and hold the same in trust for the purposes stated in this Agreement, in a separate joint safekeeping account with the CUSTODIAN, the DEPOSITOR, and the BANK, to be managed pursuant to the Security Agreement, and the operating agreements, guidelines, and procedures as stated in this Agreement and pursuant to the terms of any separate agreement with the CUSTODIAN.

**7. Duties and Liabilities of CUSTODIAN.**

It is distinctly understood by all the parties that the CUSTODIAN shall not be required to ascertain the amount of funds on deposit by the DEPOSITOR with BANK, nor the validity, authenticity, genuineness, or negotiability of the securities deposited with the CUSTODIAN by BANK pursuant to this Agreement, and the CUSTODIAN is not liable to anyone for performing in accordance with this Agreement, except for the safekeeping of the securities delivered to Custodian, and for any negligence, gross negligence or willful misconduct of CUSTODIAN's own officers, agents, and employees.

**8. Right of DEPOSITOR Upon BANK'S Breach of Duties Under Agreement or BANK'S Insolvency.**

Should BANK fail at any time to pay immediately and satisfy upon proper presentation any check, draft, or voucher lawfully drawn upon any Demand Deposit, or fail at any time upon proper presentation or authorization to pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any IOC, MMA, or Savings Account and the interest on such IOC, MMA, or Savings Account, or in case BANK becomes insolvent or in any manner breaches its contract with DEPOSITOR, it shall be the duty of the CUSTODIAN, upon the demand of DEPOSITOR (in DEPOSITOR's sole discretion, and supported by proper evidence of any of the above listed circumstances), to surrender the above-described collateral to DEPOSITOR. DEPOSITOR may, in accordance with the terms of this Depository Agreement and any applicable provisions of a Security Agreement, sell all or any part of such collateral, and out of the proceeds of such sale deduct for itself payment of all damages and losses sustained by it, together with all expenses of any kind and every kind incurred by DEPOSITOR on account of such breach, failure or insolvency, accounting to BANK for the remainder, if any, of such proceeds or collateral remaining unsold.



**9. Collateral Substitutions by BANK.**

If BANK shall desire to sell or otherwise dispose of any one or more of such collateral so deposited with the CUSTODIAN, it may, with prior approval of DEPOSITOR, substitute for any one or more of such collateral other collateral of the same market value and of the character authorized in this Agreement, and such right of substitution shall remain in full force and be exercised by BANK as often as it may desire to sell or otherwise dispose of any such collateral; provided, however, that at all times, the aggregate amount of such collateral or substituted collateral deposited with the CUSTODIAN shall always be such that it meets the Collateral Requirement. If at any time the aggregate amount of such collateral so deposited with the CUSTODIAN is less than the Collateral Requirement, then in that event, BANK shall immediately deposit with the CUSTODIAN additional collateral as may be necessary to meet the Collateral Requirement.

BANK shall be entitled to income on collateral held by the CUSTODIAN, and the CUSTODIAN may dispose of such income as directed by BANK without approval of DEPOSITOR, to the extent such income is not needed to secure DEPOSITOR's deposits, and provided that retention of such income does not otherwise violate this Agreement.

**10. Trust Receipts For Collateral; DEPOSITOR'S Right To Itemized List of Collateral.**

BANK shall cause CUSTODIAN to promptly forward to DEPOSITOR trust receipts via regular mail, or will provide such trust receipts and reporting on the Nexen Internet service made available to DEPOSITOR, covering all such collateral held for DEPOSITOR by CUSTODIAN, including substitute collateral substituted in accordance with this Agreement. BANK shall also maintain records relating to all such collateral held for the benefit of DEPOSITOR. Upon written request of the DEPOSITOR, and if in accordance with the CUSTODIAN's agreement, the BANK shall request that the CUSTODIAN furnish as of any date requested a completely itemized list of collateral held as security for DEPOSITOR.

**11. Collateral Value In Excess of Collateral Requirement.**

If at any time the collateral held by the CUSTODIAN for the benefit of the DEPOSITOR has a market value in excess of the Collateral Requirement, then upon the written authorization of an authorized representative of the BANK, confirmed by an authorized representative of the DEPOSITOR, the BANK may request withdrawal of a specified amount of collateral, the CUSTODIAN shall deliver this amount of collateral (and no more) to BANK, and the CUSTODIAN shall have no further liability for collateral so redelivered to BANK.

All substitutions, releases, and additional pledges of collateral pursuant to the terms hereof and of the Security Agreement shall be completed at the earliest time as is commercially reasonable.

**12. Termination; Amendment of Agreement.**

Either DEPOSITOR or BANK shall have the right to terminate this Agreement prior to the expiration date by providing the other party with 90 days prior written notice of its election to terminate. The Agreement shall terminate 90 days after delivery of such written notice, provided that all provisions of this Agreement have been fulfilled.

In addition to any other remedy that DEPOSITOR may have at law or in equity, if BANK breaches this Agreement in any manner or defaults on its obligations hereunder and does not cure such breach or default within 30 days of BANK receiving notice of such breach or default from DEPOSITOR, then after expiration of such 30 day cure period, DEPOSITOR may terminate this Agreement and withdraw its funds by giving BANK written notice of termination and withdrawal. Both BANK and DEPOSITOR agree that among other items constituting default under this Agreement is a failure to maintain adequate collateral or adequate capital ratios (if applicable).

In the event that DEPOSITOR fails to comply with any of its promises in this Agreement, or if any of its representations are untrue or any of its warranties is breached, and DEPOSITOR does not cure such breach or default within 30 calendar days of DEPOSITOR receiving notice of such breach or default from BANK, then after expiration of such 30 calendar day cure period, BANK may terminate this Agreement by sending written notice to DEPOSITOR of BANK's decision to terminate. Upon receipt of such notice, DEPOSITOR shall make provisions for the immediate withdrawal of DEPOSITOR's funds from BANK.

This Agreement may be amended in a writing executed by both the DEPOSITOR and the BANK.

**13. Post-Termination/Expiration Obligations.**

When the relationship of DEPOSITOR and BANK shall have ceased to exist, and when BANK shall have properly paid out all deposits of DEPOSITOR, it shall be the duty of DEPOSITOR to give the CUSTODIAN a certificate to that effect. Upon CUSTODIAN's receipt of such certificate, the CUSTODIAN shall redeliver to BANK all collateral then in its possession belonging to BANK for the benefit of DEPOSITOR, and taking its receipt for such delivery. An order in writing presented to the CUSTODIAN by DEPOSITOR and a receipt for such collateral by BANK shall constitute a full and final release of the CUSTODIAN of all its duties and obligations under this Agreement, and the CUSTODIAN shall not have any liability of any kind whatsoever to both DEPOSITOR and BANK, except for any liability as set forth in Section 7 above where such liability arose while the collateral was in CUSTODIAN's control.

**14. Representations and Warranties of the Parties.**

The BANK represents and warrants that:

- (a) the BANK is the sole legal and actual owner of the securities or of a beneficial interest in the securities utilized to collateralize deposits;
- (b) BANK accounts are insured to the regulatory limits of the FDIC;
- (c) this Agreement has been approved by the BANK's Board of Directors, and such approval is evidenced by a true and correct copy of the resolution of BANK's Board of Directors adopted at the meeting at which this Agreement was approved (attached to this Agreement and incorporated for all purposes), and further, such approval is reflected in the minutes of such meeting of the Board of Directors; and
- (d) this Agreement is an official record of the BANK, and has been, and will continue to be, an official record of the BANK from the date of its approval by the BANK's Board of Directors.

The DEPOSITOR represents, warrants and promises that:

- (a) the DEPOSITOR has complied with all applicable law governing the selection of a depository bank, that DEPOSITOR has full power and authority to enter into this Agreement, the Agreement is a valid and binding agreement enforceable against the DEPOSITOR pursuant to its terms, and does not and will not violate any statute or regulation applicable to DEPOSITOR;
- (b) all acts, conditions, and things required to exist, happen, or to be performed on DEPOSITOR's part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed; and
- (c) DEPOSITOR will comply with the terms of any other agreements it may have with BANK in connection with this Agreement.

**15. Liability of the Parties.**

The BANK's and DEPOSITOR's duties and responsibilities to each other are limited as set forth in this Agreement, except with respect to any provisions of the law which cannot be varied or waived by agreement. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER BANK NOR DEPOSITOR WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS), OR FOR ANY INDIRECT LOSS THAT THE OTHER PARTY MAY INCUR OR SUFFER IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER (EVEN IF THE SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES.**

**16. Invalidity; Severability.**

If any clause or provision of this Agreement is for any reason held to be invalid, illegal, or unenforceable, such holding shall not affect the validity, legality, or enforceability of the remaining clauses or provisions of this Agreement.

**17. Governing Law; Venue.**

This Agreement shall be construed in accordance with the substantive laws of the State of Texas, without regard to conflicts of law principles thereof. BANK and DEPOSITOR consent to the non-exclusive jurisdiction of a state or federal court situated in **Bexar** County, Texas, in connection with any dispute arising from or relating to this Agreement. BANK and DEPOSITOR irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. BANK and DEPOSITOR each irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

**18. Notices.**

Any communication, notice, or demand to be given hereunder shall be duly given when delivered in writing or sent by telex or facsimile to a party at its address indicated below.

If to the DEPOSITOR: Sherry Weesner, President  
Memorial Heights Redevelopment Authority  
1980 Post Oak Blvd., Suite 1380  
Houston, Texas 77056  
[sherry@MemorialHeightsTIRZ5.com](mailto:sherry@MemorialHeightsTIRZ5.com)

If to BANK: Traci M. Arellano  
Frost Bank  
1700 Post Oak Boulevard, Suite 400  
Houston, Texas 77056  
[traci.arellano@frostbank.com](mailto:traci.arellano@frostbank.com)

**19. Security Measures.**

BANK and DEPOSITOR agree to implement and follow mutually agreeable and adequate measures to protect the privacy and security of DEPOSITOR's transactions and information, including communications and information held by DEPOSITOR or BANK, or transmitted between DEPOSITOR and BANK. These measures may set forth in various BANK service-specific agreements or documentation, and shall address such issues as: (1) signature and identity verification; (2) fraud detection, prevention and reporting; (3) security codes and similar controls; (4) transmittal procedures and prior and proper authorization of telecopy, telephone, electronic and other transactions; (5) e-commerce issues such as encryption, e-mail security, and website security; and (6) computer and other access controls. BANK shall provide DEPOSITOR with at least 30 days prior written notice of any changes or amendments to the Bank's security procedures, as described in this Section 20 and elsewhere in this Agreement or other BANK service-specific agreements or documents, unless such changes or amendments must, in BANK'S sole opinion and discretion, be made: (i) immediately in order to guard against or mitigate a risk of fraud or criminal activity; or (ii) immediately to comply with an order or directive from law enforcement, court of law or any other regulatory agency with authority over the BANK's activities and operations.

**20. Assignment and Binding Effect; Amendment.**

The DEPOSITOR may not assign all or any part of its rights or obligations under the Agreement without the BANK's prior express written consent, which may be withheld in the BANK's sole discretion. The BANK may assign or delegate all or any part of its rights or obligations under the Agreement, including, without limitation, the performance of the services described herein. The Agreement will be binding on and inure to the benefit of the successors and permitted assigns of either party.

**21. Third Party Service Providers.**

In the normal course of its business, BANK may engage third party vendors or subcontractors to provide or assist in providing all or part of certain services. In the event that BANK engages such third party vendors or subcontractors, any contracts that BANK enters into with such third party vendors or subcontractors for the assistance in providing services under this Agreement shall contain necessary clauses requiring such third party vendors or subcontractors to comply with the provisions of this Agreement, including, but not limited to, levels of performance, service and data security. Any third party vendor or subcontractor used by BANK is an independent contractor and not the BANK's agent. This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties.

**22. Records, Reports and Audits.**

BANK shall maintain separate, accurate and complete records relating to the DEPOSITOR's funds, the pledged securities and all transactions relating to the pledged securities. BANK will also take reasonable steps to insure that the CUSTODIAN shall maintain separate, accurate and complete records relating to the pledged securities and all transactions relating to the pledged securities. DEPOSITOR and its representatives or agents shall have the right to examine and audit at any reasonable time upon 5 days prior written notice all records maintained pursuant to this Section 22.

IN WITNESS WHEREOF, the BANK and DEPOSITOR have caused this Agreement to be duly executed as of October 1, 2020.

BANK:

**FROST BANK**

ATTEST:

By: \_\_\_\_\_  
Name: Traci M. Arellano  
Title: Vice President

\_\_\_\_\_  
Name:  
Title:

DEPOSITOR accepts and agrees as the October 1, 2020.

DEPOSITOR:

**Memorial Heights Redevelopment Authority**

ATTEST:

By: \_\_\_\_\_  
Name: Sherry Weesner  
Title: President

\_\_\_\_\_  
Name: Janice Hale-Harris  
Title: Secretary



## SECURITY AGREEMENT

FROST BANK, (the "Bank"), for valuable consideration, the receipt and sufficiency of which is acknowledged, grants a security interest in and a pledge and assignment of (a) any and all Eligible Collateral (as defined below) from time to time held by The Federal Reserve Bank, Federal Home Loan Bank and/or The Bank of New York Mellon Trust Company, N.A. (the "Custodian"), identified on the Custodian's books as held for the account of the Depositor or jointly for the account of the Bank and the Depositor, together with (b) the products and proceeds of the foregoing and any substitutions or replacements thereof, whenever acquired and wherever located (the "Collateral") to **Memorial Heights Redevelopment Authority** (the "Depositor"), in order to secure the payment when due, of the Deposits (as defined below) pursuant to the depository agreement ("Depository Agreement") between the Bank and the Depositor, dated of even date with this security agreement (the "Agreement") :

**1. Definitions.** Except as otherwise expressly defined in this Agreement, all terms used herein which are defined in the Uniform Commercial Code as in effect from time to time in Texas (the "Code") have the same meaning as in the Code. All other terms capitalized but not defined herein or in the Code have the meanings assigned to them in the Depository Agreement.

"Account" shall mean the separate custodial account established with Custodian in the name of Bank and for the benefit and subject to the control of Depositor as secured party in accordance with this Agreement.

"Authorized Person" shall be any officer of Depositor or Bank, as the case may be, duly authorized to give Written Instructions on behalf of Depositor or Bank, respectively, such authorized persons for Depositor to be designated in a certificate substantially in the form of Exhibit B, attached hereto, as such exhibit may be amended from time to time, or as designated in such other forms as may be prescribed by the Bank.

"Book-Entry System" shall mean the Federal Reserve/Treasury Book Entry System for receiving and delivering U.S. Government Securities.

"Business Day" shall mean any day on which Custodian and Bank are open for business and on which the Book Entry System is open for business.

"Collateral Requirement" shall mean an amount of Securities with a Market Value equal to 102% of Uninsured Deposits; provided, however, to the extent that mortgage-backed securities (declining principal balance) are used as Eligible Collateral, "Collateral Requirement" shall mean an amount of Securities with a Market Value equal to 110% of Uninsured Deposits secured with such mortgage-backed securities.

"Deposits" shall mean all deposits by Depositor in Bank, including all accrued interest on such deposits, that are available for all uses generally permitted by Bank to Depositor for actually and finally collected funds under the Bank's account agreement or policies.

"Eligible Collateral" shall mean any Securities of the types enumerated in the Schedule of Eligible Collateral (which types are in compliance with the collateral policy adopted and approved by the governing body of Depositor) attached hereto as Exhibit A, as such exhibit may be amended from time to time pursuant to a written amendment signed by each of the parties to this Agreement, and any Proceeds of such Securities.

"Market Value" shall mean: (i) with respect to any Security held in the Account, the market value of such Security as made available to Bank or Custodian by a generally recognized source selected by the Bank or the Custodian, plus, if not reflected in the market value, any accrued interest on such Security, or, if such source does not make available a market value, the market value shall be as determined by Custodian or the Bank in its sole discretion based on information furnished to Custodian or Bank by one or more brokers or dealers; and (ii) with respect to any cash held in the Account, the face amount of such cash.

"Proceeds" shall mean any principal or interest payments or other distributions made in connection with Eligible Collateral and anything acquired upon the sale, lease, license, exchange, or other disposition of Eligible Collateral.

"Security" or "Securities" shall include, without limitation, any security or securities held in the Book-Entry System; common stock and other equity securities; bonds, debentures and other debt securities; notes, mortgages, or other obligations; and any instruments representing rights to receive, purchase, or subscribe for the same, or representing any other rights or interests in such security or securities.

"Trust Receipt" shall mean evidence of receipt, identification, and recording, including a written or electronically transmitted advice or confirmation of transaction or statement of account. Each advice or confirmation of transaction shall identify the specific securities which are the subject of the transaction. If available, statements of account may be provided by the Bank or the Custodian at least once each month and when reasonably requested by the Depositor, and must identify all Eligible Collateral in the Account and its Market Value.

"Uninsured Deposits" shall mean that portion of the daily ledger balance (amount of funds plus the amount of any accrued interest on the funds) of Depositor's Deposits with Bank which exceeds the standard maximum deposit insurance amount ("SMDIA") of the Federal Deposit Insurance Corporation ("FDIC").

"Written Instructions" shall mean written communications actually received by Bank or Custodian from an Authorized Person or from a person reasonably believed by Bank or Custodian to be an Authorized Person by a computer, telex, telecopier, or any other system whereby the receiver of such communications is able to verify by codes or otherwise with a reasonable degree of certainty the identity of the sender of such communication.

## **2. Security Requirement.**

- (a) The Bank, to secure the timely payment of Uninsured Deposits made by Depositor, has deposited with Custodian certain Securities as more fully described in the initial confirmation or Trust Receipt of such deposit delivered by Custodian to Bank and Depositor respectively. Pursuant to the Code, the Custodian shall act as a bailee or agent of the Depositor and, to the extent not inconsistent with such duties, shall hold Securities as a securities intermediary (as such term is defined in Chapter 8 of the Code) in accordance with the provisions of this Agreement, the

Depository Agreement, and of any agreement entered into with the Custodian further governing the provision of Security by the Bank for Uninsured Deposits.

- (b) (i) To secure the timely payment of Uninsured Deposits made by Depositor with Bank, Bank agrees to deliver or cause to be delivered to Custodian for transfer to the Account, Eligible Collateral having a Market Value equal or greater than the Collateral Requirement.
- (ii) If the Market Value of such Eligible Collateral on any Business Day is less than the Collateral Requirement for such day, the Bank shall be required to deliver additional Eligible Collateral having a Market Value equal to or greater than such deficiency as soon as possible but no later than the close of business of Custodian on the Business Day on which Bank determined such deficiency. If on any Business Day, the aggregate Market Value of the Eligible Collateral provided pursuant to this Agreement exceeds the Collateral Requirement for such day, Custodian shall, at the direction of Bank and with the approval of the Authorized Person acting on behalf of the Depositor, transfer from the Account to or for the benefit of Bank, Eligible Collateral having a Market Value no greater than such excess amount.
- (iii) When additional Eligible Collateral is required to cover incremental Deposits, the Bank must receive the request for collateral one (1) Business Day prior to the Business Day the incremental Deposits are received, and the Bank shall be required to deliver additional Eligible Collateral having a Market Value equal to or greater than the deficiency on the Business Day the incremental Deposits are received.
- (c) For any changes made to the Eligible Collateral held in the Account due to releases, substitutions, or additions of Eligible Collateral, the Custodian shall update its records of the Account accordingly as soon as possible and promptly issue a Trust Receipt to the Depositor and the Bank.
- (d) The Bank shall be entitled to income on Securities held by the Custodian in the Account, and the Custodian may dispose of such income as directed by Bank without approval of the Depositor, to the extent such income is not needed to meet the Collateral Requirement.

3. **Custody of Securities.** The parties agree that all Securities held in the Account shall be treated as financial assets. For purposes of the Code, the security interest granted by Bank in the Eligible Collateral and Proceeds for the benefit of the Depositor is created, attaches, and is perfected for all purposes under Texas law from the time Custodian identifies the pledge of any Eligible Collateral or Proceeds to the Depositor and issues a Trust Receipt to the Depositor for such Eligible Collateral or Proceeds. The security interest of the Depositor in Securities and all Proceeds shall terminate upon the transfer of such Securities or Proceeds from the Account.

4. **Delivery of Securities.** Bank and Depositor agree that Securities and Proceeds delivered to or received by Custodian for deposit in the Account may be in the form of credits to the accounts of Custodian in the Book Entry System. Bank and Depositor authorize Custodian on a continuous and ongoing basis to deposit in the Book Entry System all Securities and Proceeds that may be deposited therein and to utilize the Book Entry System in connection with its performance under this Agreement. Securities and Proceeds credited to the Account and deposited in the Book Entry System will be represented in accounts that include only assets held by Custodian or its agent(s)



for third parties, including but not limited to accounts in which assets are held in a fiduciary, agency, or representative capacity.

The Bank acknowledges that to the extent permitted by law, the records of the Bank and/or the Custodian with respect to the pledge of Eligible Collateral as described in this Agreement: (a) may be inspected by the Depositor or by the Texas Comptroller of Public Accounts (the "Comptroller"), at any time during regular business hours of the Bank or the Custodian; (b) such records may be subject to audit or inspection at any time pursuant to Sections 2257.025 and 2257.061 of the Texas Government Code, as amended; and (c) reports must be filed by the Custodian with the Comptroller when requested by the Comptroller.

**5. Collection of Securities.** If Depositor certifies in writing to Custodian that (a) Bank is in default under any underlying pledge or security agreement between Depositor and Bank, including the Depository Agreement and (b) Depositor has satisfied any notice or other requirement to which Depositor is subject pursuant to the Depository Agreement, then Depositor may give Custodian and any appointed receiver Written Instructions to transfer the value of specific amounts and issues of Securities held in the Account and, if applicable, specific amounts of the Proceeds held in the Account which have not previously been released to Bank, up to the amount that Depositor has in its depository account with Bank as of the date the Bank default occurs, to designated accounts of Depositor and to cease releasing to an account of Bank any Proceeds reflecting the interest and principal on Securities in the Account as provided in Section 2(d).

**6. Representation and Warranties.**

(a) Representations of Bank. Bank represents and warrants, which representations and warranties shall be deemed to be continuing, that:

(i) the Board of Directors of the Bank has authorized the Bank to enter into this Agreement, and such authorization is reflected in the approving resolution of the Bank's Board of Directors and in the minutes of the meeting of the Board of Directors at which this Agreement was approved, and this Agreement has been legally and validly entered into and is enforceable against Bank in accordance with its terms;

(ii) this Agreement and the pledge of Eligible Collateral under this Agreement do not violate or contravene the terms of the Bank's charter documents, by-laws, or any agreement or instrument binding on the Bank or its property, or any statute or regulation applicable to the Bank;

(iii) the Bank has entered into this Agreement and the Depository Agreement (A) in the ordinary course of business, (B) in good faith and on an arm's-length basis with the Depositor, (C) not in contemplation of bankruptcy or insolvency, and (D) without intent to hinder, delay, or defraud the Bank's creditors;

(iv) a copy of each of (A) this Agreement, (B) the Depository Agreement, and (C) the resolution of the Board of Directors of the Bank approving this Agreement and the minutes of the meeting of the Board of Directors at which this Agreement was approved, have been placed (and will be continuously maintained) in the official records of the Bank;

(v) the Bank is sole legal and actual owner of the Securities or of beneficial interests in Securities deposited in the Account, free of all security interests or other encumbrances, except the security interest created by this Agreement;

(vi) this Agreement was executed by an officer of Bank who was authorized by the Bank's Board of Directors to do so;

(vii) the Bank is a bank or trust company duly authorized to do business in the State of Texas; and

(viii) all acts, conditions, and things required to exist, happen, or to be performed on its part precedent to and in the execution and delivery of this Agreement by it exist or have happened or have been performed.

(b) Representations of Depositor. Depositor represents and warrants, which representations and warranties shall be deemed to be continuing, that:

(i) this Agreement has been legally and validly entered into, has been approved by the Depositor's governing body, and does not and will not violate any statute or regulation applicable to it and is enforceable against Depositor in accordance with its terms;

(ii) the appointment of Custodian has been duly authorized by Depositor and this Agreement was executed by an officer of Depositor duly authorized to do so;

(iii) (A) all Securities identified on the Schedule of Eligible Collateral, attached hereto as Exhibit A, may be used to secure Depositor's Uninsured Deposits under applicable statutes and regulations, (B) the Collateral Requirement meets the requirements of such applicable statutes and regulations, (C) the governing board of Depositor has approved a collateral policy which authorizes all such Securities to be used as Eligible Collateral, and (D) such collateral policy complies with all applicable statutes and regulations;

(iv) it will not sell, transfer, assign, convey, pledge, or otherwise dispose in whole or in part its interests in or the rights with respect to any Securities deposited in the Account, or the Proceeds of such Securities, except as permitted in Section 5 of this Agreement;

(v) all acts, conditions, and things required to exist, happen, or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed;

(vi) Depositor will comply with the terms of any other agreements it may have with the Bank in connection with this Agreement; and

(vii) In the event Depositor requests any financial services from the Bank other than depository services, the Depositor shall provide the Bank with a copy of the Depositor's current investment policy.

7. **Continuing Agreement.** This Agreement shall continue and remain in full force and effect and shall be binding upon the Bank and its successors and assigns until such time as (a) all Deposits have been paid in full to the Depositor or otherwise paid as instructed by the Depositor, and (b) the Depository Agreement is no longer in effect.

8. **Rights and Remedies of the Depositor.** The Depositor's rights and remedies with respect to the Collateral shall be those of a secured party under the Code and under any other applicable law, as the same may from time to time be in effect, in addition to those rights granted in this Agreement, in the Depository Agreement, and in any other agreement in effect between the Bank and the Depositor. The Depositor agrees to provide the Bank and the Custodian with reasonable notice of the sale, disposition, or other intended action subject to the provisions of this Agreement in connection with the Collateral, whether required by the Code or otherwise.

9. **Application of Proceeds by the Depositor.** In the event the Depositor requests that the Custodian and receiver sell or otherwise dispose of the Collateral in the course of exercising the remedies provided for in Section 5 above and in the Depository Agreement, any amounts held, realized, or received by the Depositor pursuant to the provisions of this Agreement, including the proceeds of the sale, in whole or in part, of any of the Collateral, shall be applied by the Depositor first toward the payment of any costs and expenses incurred by the Depositor (a) in enforcing this Agreement, (b) in realizing on selling, disposing or protecting any Collateral and (c) in enforcing or collecting any Deposits, including attorneys' fees, and then toward payment of the Deposits in such order or manner as the Depositor may elect. Any Collateral remaining after such application and after payment to the Depositor of all the Deposits in full shall be paid or delivered to the Bank, its successors or assigns, or as a court of competent jurisdiction may direct.

10. **Notices.** Any communication, notice, or demand to be given under this Agreement shall be duly given when delivered in writing or sent by telex or facsimile to a party at its address indicated below.

If to the Depositor, at:

Sherry Weesner, President  
Memorial Heights Redevelopment Authority  
1980 Post Oak Blvd., Suite 1380  
Houston, Texas 77056  
sherry@MemorialHeightsTIRZ5.com

If to the Bank, at:

Eileen Slater; Senior Vice President  
Frost Bank  
111 W. Houston Street  
San Antonio, Texas 78205  
eileen.slater@frostbank.com

11. Miscellaneous.

- (a) Updating Certificate of Authorized Persons. Depositor agrees to furnish to Bank a new and updated "Certificate of Authorized Persons" substantially in the form of Exhibit B, attached hereto, or in similar form as Bank may require, within a reasonable amount of time after there are additions or deletions to list of Authorized Persons authorized to act on behalf of the Depositor.
- (b) Invalidity; Severability. If any clause or provision of this Agreement is for any reason held to be invalid, illegal or unenforceable, such holding shall not affect the validity, legality or enforceability of the remaining clauses or provisions of this Agreement.
- (c) Amendment. This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties.
- (d) Assignment and Binding Effect. The Depositor may not assign all or any part of its rights or obligations under the Agreement without the Bank's prior express written consent, which may be withheld in the Bank's sole discretion. The Bank may assign or delegate all or any part of its rights or obligations under the Agreement, including, without limitation, the performance of the services described herein. The Agreement will be binding on and inure to the benefit of the successors and permitted assigns of either party.
- (e) Governing Law; Venue. This Agreement shall be construed in accordance with the substantive laws of the State of Texas, without regard to conflicts of law principles thereof. Bank and Depositor hereby consent to the non-exclusive jurisdiction of a state or federal court situated in **Bexar** County, Texas, in connection with any dispute arising hereunder. Bank and Depositor hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. Bank and Depositor each hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.
- (f) Liability of the Parties. The Bank's and Depositor's duties and responsibilities to each other are limited as set forth in this Agreement, except with respect to any provisions of the law which cannot be varied or waived by agreement. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER BANK NOR DEPOSITOR WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS) OR FOR ANY INDIRECT LOSS THAT THE OTHER PARTY MAY INCUR OR SUFFER IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER (EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES.**

IN WITNESS WHEREOF, the Bank and Depositor have caused this Agreement to be duly executed as of October 1, 2020.

**FROST BANK**

By \_\_\_\_\_  
Name: Traci M. Arellano  
Title: Vice President

**DEPOSITOR ACCEPTS AND AGREES**

as of \_\_\_\_\_

**Memorial Heights Redevelopment Authority**

By \_\_\_\_\_  
Name: Sherry Weesner  
Title: President

**EXHIBIT A**  
**Schedule of Eligible Collateral**

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Eligible Collateral

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All funds on deposit under the provisions of this agreement shall be continuously secured in accordance with the Texas Public Funds Collateral Act, Chapter 2257 of the Texas Government Code.

The following securities are approved as collateral for **Memorial Heights Redevelopment Authority** funds:

1. Obligations of the United States or its agencies and instrumentalities, or which are backed by the full faith and credit of the United States;
2. Direct obligations of this state or its agencies and instrumentalities;
3. Obligations of states, agencies, counties, cities, and other political subdivisions of this state or any state rated as to investment quality by a nationally recognized investment rating firm not less than "A" or its equivalent;
4. Obligations with which the principal and interest are unconditionally guaranteed or secured by, or backed by the full faith and credit of this state or the United States or their respective agencies and instrumentalities
5. Obligations of the Federal Home Loan Bank, Federal Home Loan Mortgage Corporation, or the Federal National Mortgage Association.
6. Obligations of the Government National Mortgage Association.
7. Any obligation of an approved government agency which is considered to be an asset-backed, mortgage-backed, or pooled security.

The undersigned hereby certifies that he/she is the duly elected and acting Secretary of Memorial Heights Redevelopment Authority (the "Depositor"), and further certifies that the following officers or employees of Depositor have been duly authorized in conformity with the approval of the Depositor's governing body to deliver Written Instructions to The Federal Reserve Bank, Federal Home Loan Bank and/or The Bank of New York Mellon Trust Company, N.A. ("Custodian") pursuant to the Security Agreement between Depositor and the Bank dated October 1, 2020, and that the signatures appearing opposite their names are true and correct:

Name	Title	Signature
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Date: \_\_\_\_\_

**THIRD PARTY CUSTODIAN AGREEMENT**  
(Collateralized Municipal Deposits)

THIS AGREEMENT, made and executed as of October 1, 2020 by and among the Memorial Heights Redevelopment Authority (the "Public Entity"), Frost Bank (the "Bank") and The Bank of New York Mellon Trust Company, N.A. (the "Custodian").

W I T N E S S E T H

WHEREAS, Public Entity desires to maintain or continue to maintain public deposits with Bank;

WHEREAS, Bank desires to obtain such deposits and to provide security therefor as required by applicable law, regulation or rule;

WHEREAS, Custodian agrees to provide safekeeping services and to hold any securities pledged by Bank in a custodial account established for the benefit of Public Entity as secured party pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth hereafter, the parties hereto agree as follows:

1. Security Requirements

(a) Bank, to secure the timely payment of Uninsured Deposits heretofore or hereafter made by Public Entity, including any interest due thereon and any costs or expenses incurred by Public Entity and arising out of the collection of any deposits made with Bank, has deposited with Custodian certain investment property as identified by the parties on Schedule A, attached hereto, and as more fully described in the initial confirmation Trust Receipt of such deposit delivered by Custodian to Bank and Public Entity respectively (which investment property together with any additions thereto, substitutions therefor and the proceeds thereof, are hereinafter collectively referred to as "Collateral"), to be held by Custodian pursuant to the provisions hereof. Pursuant to the Texas Business and Commerce Code, as amended, Custodian shall act as a bailee or agent of Public Entity and, to the extent not inconsistent therewith, hold the Collateral as a securities intermediary (as such terms are defined in Chapter 8 of the Texas Business & Commerce Code, as amended, and in Chapter 2257 of the Texas Government Code, as amended) and in accordance with the provisions hereof. Bank hereby grants to Public Entity a pledge and security interest in and to such Collateral and shall deliver Collateral to Custodian in the manner prescribed in Section 2 of this Agreement.

(b) Subject to paragraph (c) below, Public Entity authorizes Custodian as its agent to approve substitutions of Collateral ("Substitute Collateral") supplied to Custodian by Bank for Collateral in the Account upon receipt of Written Instructions from Bank identifying the Collateral to be substituted. Such Written Instructions shall when received by Custodian be deemed Bank's representation and warranty, on which Custodian may rely without further inquiry, that (i) the Substitute Collateral constitutes Collateral that is eligible for deposit hereunder and (ii) has a Margin Value equal to or greater than the Margin Value of the Collateral to be substituted (each, an "Approved Substitution"). Following completion of each Approved Substitution Custodian shall update its records of the Account as soon as possible and issue a Trust Receipt to Public Entity in accordance with the requirements of paragraph (f) below.

(c) Custodian assumes no responsibility to determine or monitor whether or not any Collateral originally deposited hereunder or Substitute Collateral or additional Collateral hereafter deposited are eligible for deposit under applicable law, rule or regulation or whether the Market Value of the Collateral thereof meets the requirements of any law, rule or regulation applicable to the deposit hereunder. The determination of eligibility and whether the Market Value of the Collateral satisfies statutory or regulatory requirements will be the responsibility of Bank. Custodian shall be fully protected in relying on Written Instructions of either Bank or Public Entity directing Custodian to release any of the Collateral to Bank. To the extent of any conflict in the instructions of Public Entity and Bank, the instructions of Public Entity shall control and Bank shall hold Custodian harmless for acting in accordance with Public Entity's instructions.



(d) Custodian shall promptly issue a Trust Receipt to Public Entity on any Business Day on which Collateral is transferred to and from the Account. For the avoidance of doubt, it is understood and agreed that Trust Receipts may be combined to identify more than one transaction on any one Business Day and Custodian shall not be required to issue more than one Trust Receipt to Public Entity on any Business Day.

## 2. Custody of Collateral

(a) Bank and Public Entity hereby appoint Custodian as custodian of all Collateral at any time delivered to Custodian pursuant to this Agreement. Custodian hereby accepts appointment as such Custodian and agrees to establish and maintain the Account and appropriate records identifying the Collateral as pledged by Bank to Public Entity. Collateral in the Account shall be kept separate and apart from the general assets of Custodian on Custodian's books and records. Subject to the terms hereof, Custodian, in performing its duties and responsibilities pursuant to this Agreement, shall act as custodian for, and agent of, Public Entity. The parties agree that all securities held in the Account shall be treated as financial assets. For purposes of the Texas Business and Commerce Code, as amended, the security interest granted by Bank in the Collateral for the benefit of Public Entity is created, attaches, and is perfected for all purposes under Texas law from the time Custodian receives Collateral for deposit or credit to the Account and issues a Trust Receipt to Public Entity for such Collateral. The security interest of Public Entity in the Collateral and all Proceeds thereof shall terminate upon the transfer of such Collateral or Proceeds from the Account.

(b) The Bank and Public Entity agree that Collateral delivered to the Custodian for deposit in or credit to the Account may be in the form of credits to the accounts of Custodian at the Book-Entry System or a Depository or by delivery to the Custodian of physical certificates in a form suitable for transfer or with an assignment in blank to the Public Entity or Custodian. The Bank and Public Entity hereby authorize the Custodian on a continuous and ongoing basis to deposit in the Book-Entry System and/or the Depositories all Collateral that may be deposited therein and to utilize the Book-Entry System and/or Depositories and the receipt and delivery of physical securities or any combination thereof in connection with its performance hereunder. Collateral that is not held in the Book-Entry System, Depositories or through another financial intermediary will be held in the Custodian's vault and physically segregated from securities and other non-cash property belonging to the Custodian.

(c)(i) Upon the initial and each subsequent deposit of Collateral and Proceeds into the Account (including but not limited to any deposit of Collateral as part of an Approved Substitution), Custodian shall promptly provide Public Entity with a Trust Receipt. Additional customized Account statements may be available upon mutual agreement of Public Entity and Custodian.

(ii) Public Entity agrees that it shall promptly review all Trust Receipts and Account statements delivered to it by Custodian and shall promptly advise Custodian and Bank by Written Instruction of any error, omission or inaccuracy in such statements. In the event that Custodian receives such a Written Instruction identifying a specific concern with respect to a suspected error, failure or omission with respect to the Account, Custodian shall undertake to correct any errors, failures or omissions, provided that Custodian and Bank shall work together to determine that such error, failure or omission actually occurred and Custodian shall notify Public Entity of its action concerning each such error, failure, or omission.

(d) The Account shall not be subject to any security interest, lien or any right of set-off by Custodian.

(e) With respect to all Collateral held in the Account, Custodian by itself, or through the use of the Book-Entry System or the appropriate Depository, shall, unless otherwise instructed to the contrary by Bank: (i) collect all income and other payments reflecting interest and principal on the Collateral in the Account and credit such amounts to the account of Bank; (ii) forward to Bank copies of all information or documents that it may receive from an issuer of Collateral which, in the opinion of Custodian, is intended for the beneficial owner of the Collateral including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book-Entry System or Depository, all rights issued with respect to any Collateral held by Custodian hereunder; and (v) upon receipt of Written Instructions from Bank, Custodian will exchange Collateral held hereunder for other securities and/or

cash in connection with (A) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (B) any exercise, subscription, purchase or other similar rights.

(f) Custodian agrees to file reports with the Comptroller of Public Accounts of the State of Texas (the "Comptroller") regarding the Collateral pledged to secure the Uninsured Deposits of Public Entity hereunder, as and when required by the Comptroller.

### 3. Events of Default

Subject to applicable law, rules and regulations, or regulatory authority and oversight, in the event Bank shall fail to pay Public Entity any amount of the Uninsured Deposits by Public Entity covered by this Agreement in accordance with the terms of such Deposit, or should Bank fail or suspend active operations, the Uninsured Deposits in such Bank shall become due and payable immediately and Public Entity shall have the right to unilaterally demand delivery of all the Collateral in the Account by Written Instructions to Custodian and to sell such securities at public or private sale. In the event of such sale, Public Entity, after deducting all legal expenses and other costs, including reasonable attorneys' fees, from the proceeds of such sale, shall apply the remainder towards any one or more of the liabilities of Bank to Public Entity and shall return the surplus, if any, to Bank.

### 4. Representation and Warranties

(a) Representations of Bank. Bank represents and warrants, which representations and warranties shall be deemed to be continuing, that:

- (i) this Agreement has been legally and validly entered into, does not and will not violate any statute or regulation applicable to it and is enforceable against Bank in accordance with its terms;
- (ii) it is the legal and actual owner, free and clear of all liens and claims, of all the Collateral pledged pursuant to this Agreement;
- (iii) this Agreement was executed by an officer of Bank who was authorized by Bank's board of directors to do so and will at all times be maintained as an official record of Bank;
- (iv) all Collateral held by Custodian hereunder are eligible to secure Public Entity's deposits at Bank under applicable statutes or regulations and the Market Value of the Collateral held by Custodian hereunder at all times meet the requirements of such statutes or regulations;
- (v) Bank is a bank or trust company duly authorized to do business in the state where it is located;
- (vi) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

(b) Representations of Public Entity. Public Entity hereby represents and warrants, which representations and warranties shall be deemed to be continuing, that:

- (i) this Agreement has been legally and validly entered into, does not and will not violate any statute or regulation applicable to it and is enforceable against Public Entity in accordance with its terms;
- (ii) the appointment of Custodian has been duly authorized by Public Entity and this Agreement was executed by an officer of Public Entity duly authorized to do so;

- (iii) it will not transfer, assign its interests in or the rights with respect to any Collateral pledged pursuant to this Agreement, except as authorized pursuant to Section 3 of the Agreement;
- (iv) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

5. Concerning Custodian

(a) Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss or damage arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by the Book-Entry System or any Depository. In no event shall Custodian be liable to Public Entity, Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement. Custodian may, with respect to questions of law, apply for and obtain the advice and opinion of counsel and shall be fully protected with respect to anything done or omitted by it in good faith and conformity with such advice or opinion. Public Entity, to the extent permitted by law, and Bank agree, jointly and severally, to indemnify Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which Custodian may sustain or incur or which may be asserted against Custodian by reason of or as a result of any action taken or omitted by Custodian in connection with operating under this Agreement, except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of Custodian or any of its employees or duly appointed agents. This indemnity shall be a continuing obligation of Public Entity and Bank notwithstanding the termination of this Agreement.

(b) Custodian shall not be responsible for, or considered to be custodian of, any Collateral received by it for deposit in the Account until Custodian actually receives and collects such Collateral directly or by the final crediting of Custodian's account on the books of the Book-Entry System or the appropriate Depository. Custodian will be entitled to reverse any credits made on Public Entity's behalf where such credits have been previously made and the Collateral are not finally collected.

(c) Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against Custodian in connection with this Agreement.

(d) Public Entity's and Bank's authorized officers and, if permitted by law, representatives of the Comptroller, upon reasonable notice, shall each have access to Custodian's books and records maintained with respect to Public Entity's and Bank's respective interests in the Account during Custodian's normal business hours. Upon the reasonable request of Public Entity, Bank or the Comptroller when applicable law permits, copies of any such books and records shall be provided by Custodian to the requesting party's authorized officer at the requesting party's expense.

(e) In performing hereunder, Custodian may enter into subcontracts, agreements and understandings with third parties (including affiliates) whenever and on such terms and conditions as it deems necessary or appropriate. If any of such subcontracts, agreements, or understandings with third parties are for the deposit of Collateral for the benefit of Public Entity, (i) such third party will qualify as a "permitted institution" pursuant to Chapter 2257 of the Texas Government Code (the "Texas Public Funds Collateral Act"), (ii) Custodian shall cause such third party to provide records to Custodian evidencing the deposit of Collateral with such third party, and (iii) records of the third party relating to such Collateral will at all times state the name of Custodian. No such subcontract, agreement or understanding shall discharge Custodian from its obligations hereunder.

(f) Reliance on Pricing Services. If Custodian, as an accommodation to Bank or the Public Entity, agrees to provide information concerning Market Values, Custodian is authorized to utilize any generally recognized pricing information service (including brokers and dealers of securities) in order to provide Market Values hereunder, and Bank and Public Entity agree that Custodian shall not be liable for any loss, damage, expense, liability or claim (including attorneys' fees) incurred as a result of errors or omissions of any such pricing information service, broker or dealer.

(g) Force Majeure. Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action; provided however, that Custodian shall use its best efforts to resume normal performance as soon as practicable under the circumstances. Provided, however, that if Custodian cannot resume normal performance within thirty (30) days of the cessation of such "force majeure" event, in addition to the termination rights set forth in Section 6 of this Agreement, Bank and Public Entity may terminate this Agreement immediately and without early termination penalty, liquidated damages or other penalty.

6. Termination

Any of the parties hereto may terminate this Agreement by giving to the other parties a notice in writing specifying the date of such termination, which shall be the earlier of (i) not less than 90 days after the date of giving such notice or (ii) the date on which the Deposits are repaid in full. Such notice shall not affect or terminate Public Entity's security interest in the Collateral in the Account. Upon termination hereof, Custodian shall follow such reasonable Written Instructions of Bank and Public Entity concerning the transfer of custody of Collateral, collateral records and other items. Upon the date set forth in the termination notice, this Agreement shall terminate except as otherwise provided herein and all obligations of the parties to each other hereunder shall cease.

7. Miscellaneous

(a) Public Entity and Bank each agree to furnish to Custodian a new Certificate substantially in the form of Exhibit A and Exhibit B, respectively, attached hereto in the event that any present Authorized Person ceases to be an Authorized Person or in the event that any other Authorized Persons are appointed and authorized. Until such new Certificate is received, Custodian shall be fully protected in acting upon Written Instructions or signatures of the present Authorized Persons.

(b) Custodian shall be entitled to rely upon any Certificate or Written Instruction actually received by Custodian and reasonably believed by Custodian to be duly authorized and delivered. Notwithstanding anything herein to the contrary, it is understood and agreed that regardless of the circumstances, Custodian shall accept and solely act upon Written Instructions.

(c) Any Written Instructions or other instrument in writing authorized or required by this Agreement shall be given to Custodian and shall be sufficiently given if sent to Custodian by regular mail to its offices at

c/o The Bank of New York Mellon  
101 Barclay Street, 4<sup>th</sup> Floor  
New York, NY 10286  
Attention: GCS – Collateral Management

or at such other place as Custodian may from time to time designate in writing.

(d) Any notice or other instrument in writing authorized or required by this Agreement to be given to Bank shall be sufficiently given if sent to Bank by regular mail to its offices at

Eileen Slater  
Frost Bank, Capital Markets  
111 W. Houston  
San Antonio, Texas 78205  
E-mail: Eileen.Slater@FrostBank.com

or at such other place as Bank may from time to time designate in writing.

(e) Any notice or other instrument in writing, authorized or required by this Agreement to be given to Public Entity shall be sufficiently given if sent to Public Entity by regular mail to its offices at

Sherry Weesner, President  
Memorial Heights Redevelopment Authority  
1980 Post Oak Blvd., Suite 1380  
Houston, Texas 77056  
E-Mail: sherry@MemorialHeightsTIRZ5.com

or at such other offices as Public Entity may from time to time designate in writing.

(f) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and unenforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.

(g) This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties hereto.

(h) This Agreement shall extend to and be binding upon the parties hereto, and their respective successors and assigns; provided however, that this Agreement shall not be assignable by any party without the written consent of the other parties.

(i) This Agreement shall be construed in accordance with the substantive laws of the State of Texas, without regard to conflicts of laws principles thereof. In connection with any dispute arising hereunder, Bank, Public Entity and Custodian hereby consent to the non-exclusive jurisdiction of a state or federal court situated in the county in the State of Texas in which Public Entity maintains its principal office. Bank, Public Entity and Custodian hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. Bank, Public Entity and Custodian each hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

8. Adjudication of Claims. Solely to the extent required or permitted under applicable law governing the operations of the Public Entity (including Tex. Civ. Prac. & Rem Code Ann. §101.001 et. seq. (the Texas Tort Claims Act) and Tex. Loc. Gov't Code Ann. §271.151 et. seq. (Adjudication of Claims Arising Under Written Contacts with Local Governmental Entities)), each party hereto irrevocably agrees not to claim or assert, for itself or its assets, immunity (sovereign or otherwise) from suit, execution, attachment (before or after judgment) or any other legal process arising out of this Agreement in respect of such party's obligations hereunder.

9. Compliance with Texas Government Code Section 2270.002. As required by Section 2270.002 of the Texas Government Code, Custodian hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the phrase "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

10. Compliance with Texas Government Code Section 2252.152. Pursuant to Section 2252.152 of the Texas Government Code, Custodian hereby verifies that it is not engaged in active business operations with Sudan, Iran or a foreign terrorist organization. For purposes of this Agreement, the phrase "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

11. Definitions

Whenever used in this Agreement, the following terms shall have the following meanings:

(a) "Account" shall mean the custodial account established with Custodian for the benefit of Public Entity as secured party in accordance with this Agreement.

(b) "Authorized Person" shall be any officer of Public Entity or Bank, as the case may be, duly authorized to give Oral Instructions or Written Instructions on behalf of Public Entity or Bank, such persons to be designated in a Certificate substantially in the form of Exhibit "A" for Public Entity or Exhibit "B" for Bank attached hereto as such exhibits may be amended from time to time.

(c) "Approved Substitution" shall have the meaning set forth in paragraph (e) of Section 1 of this Agreement.

(d) "Book-Entry System" shall mean the Federal Reserve/Treasury Book-Entry System for receiving and delivering U.S. Government securities.

(e) "Business Day" shall mean any day on which Custodian and Bank are open for Business and on which the Book-Entry System and/or the Depositories are open for business.

(f) "Certificate" shall mean the Certificate of Authorized Persons attached hereto as Exhibit "A" or Exhibit "B".

(g) "Comptroller" shall have the meaning set forth in paragraph (d) of Section 5 of this Agreement.

(g) "Depository" shall include the Depository Trust Company and any other securities depository and clearing agency (and their successors and nominees) registered with the Securities and Exchange Commission or otherwise regulated by appropriate federal or state agencies as a securities depository or clearing agency.

(h) "Deposits" shall mean all deposits by Public Entity in Bank that are available for all uses generally permitted by Bank to Public Entity for actually and finally collected funds under Bank's account agreement or policies.

(i) "Market Value" shall mean, with respect to any Security held in the Account, the market value of such Security as made available to Custodian by a generally recognized source selected by Custodian plus, if not reflected in the market value, any accrued interest thereon, or, if such source does not make available a market value, the market value shall be as determined by Custodian in its sole discretion based on information furnished to Custodian by one or more brokers or dealers; provided however that, if agreed in writing by the parties hereto, Bank may provide Custodian with such Market Values.

(j) "Nationally Recognized Statistical Rating Organization" shall mean Moody's, Standard and Poor's, Fitch, Duff and Phelps, BankWatch and IBCA.

(k) "Public Entity" shall mean a state or a political or governmental entity, agency, instrumentality, or subdivision of the State of Texas, including a municipality, an institution of higher education, as defined by Section 61.003, Texas Education Code, a junior college, a district created under Article XVI, Section 59, of the Texas Constitution, and a public hospital.

(l) "Substitute Collateral" shall have the meaning set forth in paragraph b of Section 1 of this Agreement.

(m) "Trust Receipt" shall mean evidence of receipt, identification, and recording, including a written or electronically transmitted advice or confirmation of transaction or statement of account. Each advice or confirmation of transaction shall identify the Collateral which is the subject of the transaction and state the Market Value thereof. Statements of account shall identify all Collateral in the Account, the Aggregate Margin Value thereof, and the applicable Collateral Requirement.

(n) "Uninsured Deposits" shall mean that portion of Public Entity's Deposits with Bank which exceeds the insurance coverage available from the Federal Deposit Insurance Corporation.

(o) "Written Instruction(s)" shall mean written communications actually received by Custodian from an Authorized Person or from a person reasonably believed by Custodian to be an Authorized Person by a computer, telex, telecopier or any other system whereby the receiver of such communications is able to verify by codes or otherwise with a reasonable degree of certainty the identity of the sender of such communication.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective seals to be hereunto affixed, as of the day and year first above written.

**Memorial Heights Redevelopment Authority**

**FROST BANK**

By: Sherry Weesner

By: Donna Cole

Title: President

Title: Assistant Vice President

**THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**CERTIFICATE OF AUTHORIZED PERSONS**  
**(Public Entity - Written Instructions)**

The undersigned hereby certifies that he/she is the duly elected and acting Secretary of the Memorial Heights Redevelopment Authority (the "Public Entity"), and further certifies that the following officers or employees of Public Entity have been duly authorized in conformity with Public Entity's Board of Directors to deliver Written Instructions to The Bank of New York Mellon Trust Company, N.A. ("Custodian") pursuant to the Third Party Custodian Agreement between Public Entity, Frost Bank ("Bank") and Custodian dated October 1, 2020, and that the signatures appearing opposite their names are true and correct:

<u>Melissa C. Morton</u> Name	<u>CPA</u> Title	 Signature
 Name	 Title	 Signature
 Name	 Title	 Signature
 Name	 Title	 Signature
 Name	 Title	 Signature
 Name	 Title	 Signature

This certificate supersedes any certificate of authorized individuals you may currently have on file.

Name: Janice Hale-Harris  
Title: Secretary  
Date: \_\_\_\_\_



CITY OF HOUSTON  
ECONOMIC DEVELOPMENT DIVISION  
FISCAL YEAR 2021 BUDGET PROFILE

Fund Summary  
Fund Name: **Memorial Heights Redevelopment Authority**  
TIRZ: **05**  
Fund Number: **7553/50**

P R O F I L E	Base Year:	1996
	Base Year Taxable Value:	\$ 67,807,537
	Projected Taxable Value (TY2020):	\$ 2,325,424,271
	Current Taxable Value (TY2019):	\$ 2,279,827,717
	Acres:	1410.36
	Administrator (Contact):	City of Houston
	Contact Number:	832-393-0985

N A R R A T I V E	<b>Zone Purpose:</b>
	Tax Increment Reinvestment Zone Number Five, City of Houston, Texas was created to provide plans and programs necessary to create and support an environment attractive to private investments in the greater Memorial Heights and lower White Oak Bayou recreational corridor. The intent of the plans is to ensure the improvements will result in the long-term stability and viability of the area.

P R O J E C T  P L A N		Total Plan	Cumulative Expenses (to 6/30/19)	Variance
	Capital Projects:			
	Public Utility Improvements	\$ 138,144,635	\$ 2,885,228	\$ 135,259,407
	Roadway and Sidewalk Improvements	131,738,100	9,668,634	122,069,466
	Parks and Park Improvements	88,499,375	9,280,857	79,218,518
	Property Assemblage/Mitigation	52,100,000	882,382	51,217,618
		-	-	-
		-	-	-
		-	-	-
		-	-	-
	<b>Total Capital Projects</b>	\$ 410,482,110	\$ 22,717,101	\$ 387,765,009
	<b>Affordable Housing</b>	33,332,210	7,262,210	26,070,000
	<b>School &amp; Education/Cultural Facilities</b>	23,123,754	12,705,295	10,418,459
	<b>Financing Costs</b>	29,879,513	3,428,907	26,450,606
	<b>Administration Costs/ Professional Services</b>	11,513,853	5,917,261	5,596,592
	<b>Creation Costs</b>	175,300	175,300	-
	<b>Total Project Plan</b>	\$ 508,506,740	\$ 52,206,074	\$ 456,300,666

D E B T	Additional Financial Data	FY2020 Budget	FY2020 Estimate	FY2021 Budget
	Debt Service	\$ -	\$ -	\$ -
	Principal	\$ -	\$ -	\$ -
	Interest	\$ -	\$ -	\$ -
	<b>Balance as of 6/30/19</b>		<b>Projected Balance as of 6/30/20</b>	<b>Projected Balance as of 6/30/21</b>
	<u>Year End Outstanding (Principal)</u>			
	Bond Debt	\$ -	\$ -	\$ -
	Bank Loan	\$ -	\$ -	\$ -
	Line of Credit	\$ -	\$ -	\$ -
	Developer Agreement	\$ -	\$ -	\$ -
	Other	\$ -	\$ -	\$ -

CITY OF HOUSTON  
ECONOMIC DEVELOPMENT DIVISION  
FISCAL YEAR 2021 BUDGET DETAIL

Fund Summary  
Fund Name: Memorial Heights Redevelopment Auth  
TIRZ: 05  
Fund Number: 7553/50

TIRZ Budget Line Items	FY2020 Budget	FY2020 Estimate	FY2021 Budget
<b>RESOURCES</b>			
RESTRICTED Funds - Capital Projects	\$ 13,760,510	\$ 13,511,048	\$ 18,298,689
RESTRICTED Funds - Affordable Housing	\$ -	\$ -	\$ -
RESTRICTED Funds - Bond Debt Service	\$ -	\$ -	\$ -
<b>Beginning Balance</b>	<b>\$ 13,760,510</b>	<b>\$ 13,511,048</b>	<b>\$ 18,298,689</b>
City tax revenue	\$ 6,916,597	\$ 6,605,738	\$ 6,953,138
County tax revenue	\$ -	\$ -	\$ -
ISD tax revenue	\$ -	\$ -	\$ -
ISD tax revenue - Pass Through	\$ -	\$ -	\$ -
Community College tax revenue	\$ -	\$ -	\$ -
<b>Incremental property tax revenue</b>	<b>\$ 6,916,597</b>	<b>\$ 6,605,738</b>	<b>\$ 6,953,138</b>
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
<b>Miscellaneous revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
COH TIRZ interest	\$ 4,210	\$ 4,210	\$ 4,210
Interest Income	\$ 25,000	\$ 185,149	\$ 25,000
<b>Other Interest Income</b>	<b>\$ 29,210</b>	<b>\$ 189,359</b>	<b>\$ 29,210</b>
	\$ -	\$ -	\$ -
	\$ 405,000	\$ 405,000	\$ -
<b>City of Houston</b>	<b>\$ 405,000</b>	<b>\$ 405,000</b>	<b>\$ -</b>
	\$ -	\$ -	\$ -
	\$ -	\$ 25,000	\$ -
<b>Grant Proceeds</b>	<b>\$ -</b>	<b>\$ 25,000</b>	<b>\$ -</b>
	\$ -	\$ -	\$ -
<b>Proceeds from Bank Loan</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
	\$ -	\$ -	\$ -
<b>Contract Revenue Bond Proceeds</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
	\$ -	\$ -	\$ -
<b>TOTAL AVAILABLE RESOURCES</b>	<b>\$ 21,111,317</b>	<b>\$ 20,331,145</b>	<b>\$ 25,281,038</b>

CITY OF HOUSTON  
ECONOMIC DEVELOPMENT DIVISION  
FISCAL YEAR 2021 BUDGET DETAIL

Fund Summary  
Fund Name: Memorial Heights Redevelopment Auth  
TIRZ: 05  
Fund Number: 7553/50

TIRZ Budget Line Items	FY2020 Budget	FY2020 Estimate	FY2021 Budget
<b>EXPENDITURES</b>			
Accounting	\$ 20,000	\$ 19,920	\$ 25,000
Administration Salaries & Benefits	\$ 100,000	\$ 106,170	\$ 120,000
Auditor	\$ 9,000	\$ 8,000	\$ 10,000
Bond Services/Trustee/Financial Advisor	\$ 25,000	\$ 2,100	\$ 25,000
Insurance	\$ 1,000	\$ 965	\$ 1,000
Office Administration	\$ 10,000	\$ -	\$ 20,000
<b>TIRZ Administration and Overhead</b>	<b>\$ 165,000</b>	<b>\$ 137,155</b>	<b>\$ 201,000</b>
Engineering Consultants	\$ 75,000	\$ 52,789	\$ 75,000
Legal	\$ 100,000	\$ 37,820	\$ 100,000
Construction Audit	\$ -	\$ -	\$ -
Planning Consultants	\$ 50,000	\$ -	\$ 50,000
<b>Program and Project Consultants</b>	<b>\$ 225,000</b>	<b>\$ 90,609</b>	<b>\$ 225,000</b>
<b>Management consulting services</b>	<b>\$ 390,000</b>	<b>\$ 227,764</b>	<b>\$ 426,000</b>
Capital Expenditures (See CIP Schedule)	\$ 2,800,000	\$ 1,051,188	\$ 17,065,000
<b>TIRZ Capital Expenditures</b>	<b>\$ 2,800,000</b>	<b>\$ 1,051,188</b>	<b>\$ 17,065,000</b>
Regents Square GID	\$ 606,907	\$ 262,565	\$ 306,000
Hanover	\$ -	\$ -	\$ -
<b>Developer / Project Reimbursements</b>	<b>\$ 606,907</b>	<b>\$ 262,565</b>	<b>\$ 306,000</b>
<b>System debt service</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL PROJECT COSTS</b>	<b>\$ 3,796,907</b>	<b>\$ 1,541,517</b>	<b>\$ 17,797,000</b>
Payment/transfer to ISD - educational facilities	\$ -	\$ -	\$ -
Administration Fees:			
City	\$ 345,830	\$ 330,287	\$ 347,657
County	\$ -	\$ -	\$ -
ISD	\$ -	\$ -	\$ -
HCC	\$ -	\$ -	\$ -
Affordable Housing:			
City	\$ -	\$ -	\$ -
County	\$ -	\$ -	\$ -
ISD to City of Houston	\$ -	\$ -	\$ -
Municipal Services Charge	\$ 160,652	\$ 160,652	\$ 160,652
Municipal Services - Supplemental	\$ -	\$ -	\$ -
<b>Total Transfers</b>	<b>\$ 506,482</b>	<b>\$ 490,939</b>	<b>\$ 508,309</b>
<b>Total Budget</b>	<b>\$ 4,303,389</b>	<b>\$ 2,032,456</b>	<b>\$ 18,305,309</b>
RESTRICTED Funds - Capital Projects	\$ 16,807,928	18,298,689	6,975,729
RESTRICTED Funds - Affordable Housing	\$ -	\$ -	\$ -
RESTRICTED Funds - Bond Debt Service	\$ -	\$ -	\$ -
<b>Ending Fund Balance</b>	<b>\$ 16,807,928</b>	<b>18,298,689</b>	<b>6,975,729</b>
<b>Total Budget &amp; Ending Fund Balance</b>	<b>\$ 21,111,317</b>	<b>\$ 20,331,145</b>	<b>\$ 25,281,038</b>

Notes:

**2021 - 2025 CAPITAL IMPROVEMENT PLAN**  
**TIRZ No. 5 - Memorial Heights Redevelopment Authority**  
**CIP by Project**

**CITY OF HOUSTON - TIRZ PROGRAM**  
**Economic Development Division**

Council District	CIP No.	Project	Fiscal Year Planned Appropriations								Cumulative Total (To Date)
			Through 2019	Projected 2020	2021	2022	2023	2024	2025	FY21 - FY25 Total	
H	T-0517	White Oak Bayou Remediation/Channel Reclamation Project	\$ 18,036	-	-	-	-	-	-	-	18,036
H	T-0519	Woodland Park Improvements	\$ 410,796	-	-	-	-	-	-	-	410,796
H	T-0520	Houston Avenue & White Oak Drive Intersection Improvements	\$ -	100,000	300,000	-	-	-	-	300,000	400,000
C	T-0521	Little Thicket Park Improvements	\$ -	380,332	300,000	-	-	-	-	300,000	680,332
C	T-0522A	18th Street and surrounding area Pedestrian Improvements between Durham and 20th Street	\$ -	-	-	-	-	-	-	-	-
C	T-0522B	19th Street Reconstruction between Durham and 20th Street	\$ -	-	-	-	-	-	-	-	-
C	T-0523A	Shepherd Durham and Selectred Cross Street Reconstruction Project (P)	\$ -	449,419	1,500,000	21,500,000	31,500,000	22,220,000	40,000,000	116,720,000	117,169,419
C, H	T-0525	North Canal Project	\$ -	7,886	13,000,000	12,000,000	-	-	-	25,000,000	25,007,886
C	T-0527	Heights Boulevard Pedestrian and Bicycle Safety Improvements and MK	\$ -	113,551	1,220,000	-	-	-	-	1,220,000	1,333,551
C	T-0528	West Dallas Restriping Project	\$ -	-	500,000	-	-	-	-	500,000	500,000
C	T-0529	Yale and Center Intersection	\$ -	-	-	1,050,000	-	-	-	1,050,000	1,050,000
C	T-0530	Segment of Trail between White Oak Bayou and Memorial Park	\$ -	-	220,000	-	-	-	-	220,000	220,000
C, H	T-0599	Safe Sidewalk Program	\$ -	-	25,000	25,000	25,000	25,000	25,000	125,000	125,000
<b>Totals</b>			<b>\$ 3,343,600</b>	<b>\$ 1,051,188</b>	<b>\$ 17,065,000</b>	<b>\$ 34,575,000</b>	<b>\$ 31,525,000</b>	<b>\$ 22,245,000</b>	<b>40,025,000</b>	<b>145,435,000</b>	<b>\$ 149,829,788</b>

\* NOTE:

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TAX YEAR	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
TIRZ 5	FY2019 Actual	FY2020 Estimate	FY2021 Budget	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
City	\$ 5,614,605	\$ 6,605,738	\$ 6,953,138	\$ 7,198,072	\$ 7,447,904	\$ 7,702,732	\$ 7,962,658	\$ 8,660,822	\$ 8,945,481	\$ 9,235,834
County	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ISD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ISD - Pass Through	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INCREMENT REVENUES (1)	\$ 5,614,605	\$ 6,605,738	\$ 6,953,138	\$ 7,198,072	\$ 7,447,904	\$ 7,702,732	\$ 7,962,658	\$ 8,660,822	\$ 8,945,481	\$ 9,235,834
CITY OF HOUSTON	\$ -	\$ -	\$ -	\$ 6,500,000	\$ 2,500,000	\$ -	\$ -	\$ -	\$ -	\$ -
GRANT PROCEEDS (5)	\$ 25,000	\$ -	\$ -	\$ 900,000	\$ 25,000,000	\$ -	\$ 40,000,000	\$ -	\$ -	\$ -
MISCELLANEOUS REVENUE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INTEREST INCOME	\$ 169,841	\$ 189,359	\$ 29,210	\$ 151,204	\$ 51,219	\$ 157,236	\$ 70,196	\$ 78,509	\$ 88,720	\$ 99,810
PROCEEDS FROM BANK LOAN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL RESOURCES</b>	<b>\$ 5,809,446</b>	<b>\$ 6,795,097</b>	<b>\$ 6,982,348</b>	<b>\$ 14,749,276</b>	<b>\$ 34,999,123</b>	<b>\$ 7,859,968</b>	<b>\$ 48,032,854</b>	<b>\$ 6,739,331</b>	<b>\$ 9,034,201</b>	<b>\$ 9,335,644</b>
ISD Education Set-Aside	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ISD Education Set-Aside - Pass Through	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Affordable Housing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ISD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Municipal Services	\$ 160,652	\$ 160,652	\$ 160,652	\$ 160,652	\$ 160,652	\$ 160,652	\$ 160,652	\$ 160,652	\$ 160,652	\$ 160,652
Administrative Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City	\$ 280,730	\$ 236,470	\$ 347,657	\$ 359,904	\$ 372,395	\$ 385,137	\$ 398,133	\$ 433,041	\$ 447,274	\$ 461,792
County	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ISD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Items (1 time payment for Split Parcels)	\$ -	\$ 1,876,344	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TRANSFERS</b>	<b>\$ 441,382</b>	<b>\$ 2,273,466</b>	<b>\$ 508,309</b>	<b>\$ 520,556</b>	<b>\$ 533,047</b>	<b>\$ 545,789</b>	<b>\$ 558,785</b>	<b>\$ 593,693</b>	<b>\$ 607,926</b>	<b>\$ 622,444</b>
Management Consulting Services	\$ 276,989	\$ 227,764	\$ 426,000	\$ 426,000	\$ 426,000	\$ 426,000	\$ 426,000	\$ 426,000	\$ 426,000	\$ 426,000
<b>BOND DEBT SERVICE - 2022</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,000,000</b>	<b>\$ 2,000,000</b>	<b>\$ 2,000,000</b>	<b>\$ 2,000,000</b>	<b>\$ 2,000,000</b>	<b>\$ 2,000,000</b>	<b>\$ 2,000,000</b>
<b>BOND DEBT SERVICE 2024</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,500,000</b>	<b>\$ 1,500,000</b>	<b>\$ 1,500,000</b>	<b>\$ 1,500,000</b>	<b>\$ 1,500,000</b>
Other Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>DEBT SERVICE</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,000,000</b>	<b>\$ 2,000,000</b>	<b>\$ 3,500,000</b>	<b>\$ 3,500,000</b>	<b>\$ 3,500,000</b>	<b>\$ 3,500,000</b>	<b>\$ 3,500,000</b>
<b>TOTAL EXPENSES</b>	<b>\$ 276,989</b>	<b>\$ 227,764</b>	<b>\$ 426,000</b>	<b>\$ 2,426,000</b>	<b>\$ 2,426,000</b>	<b>\$ 3,926,000</b>	<b>\$ 3,926,000</b>	<b>\$ 3,926,000</b>	<b>\$ 3,926,000</b>	<b>\$ 3,926,000</b>
<b>CASH FLOW FROM OPERATIONS</b>	<b>\$ 5,091,075</b>	<b>\$ 4,293,867</b>	<b>\$ 6,048,039</b>	<b>\$ 11,802,720</b>	<b>\$ 32,040,076</b>	<b>\$ 3,388,179</b>	<b>\$ 43,548,069</b>	<b>\$ 4,219,638</b>	<b>\$ 4,500,275</b>	<b>\$ 4,787,200</b>
<b>BEGINNING FUND BALANCE (7)</b>	<b>\$ 10,405,973</b>	<b>\$ 13,536,049</b>	<b>\$ 16,508,728</b>	<b>\$ 35,163,767</b>	<b>\$ 11,911,488</b>	<b>\$ 36,566,564</b>	<b>\$ 16,324,743</b>	<b>\$ 18,257,812</b>	<b>\$ 20,632,450</b>	<b>\$ 23,211,725</b>
<b>DEBT ISSUANCE</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,000,000</b>	<b>\$ -</b>	<b>\$ 25,000,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>FUNDS AVAILABLE FOR PROJECTS</b>	<b>\$ 15,497,048</b>	<b>\$ 17,829,916</b>	<b>\$ 52,556,767</b>	<b>\$ 46,966,488</b>	<b>\$ 68,951,564</b>	<b>\$ 39,954,743</b>	<b>\$ 59,872,812</b>	<b>\$ 22,477,450</b>	<b>\$ 25,132,725</b>	<b>\$ 27,998,925</b>
<b>Projects</b>										
Regents Square GID	\$ 273,380	\$ 270,000	\$ 306,000	\$ 480,000	\$ 860,000	\$ 1,385,000	\$ 1,590,000	\$ 1,845,000	\$ 1,921,000	\$ 2,003,000
GreyStar	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hanover	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bike Share	\$ -	\$ -	\$ 22,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>DEVELOPER AGREEMENTS</b>	<b>\$ 273,380</b>	<b>\$ 270,000</b>	<b>\$ 328,000</b>	<b>\$ 480,000</b>	<b>\$ 860,000</b>	<b>\$ 1,385,000</b>	<b>\$ 1,590,000</b>	<b>\$ 1,845,000</b>	<b>\$ 1,921,000</b>	<b>\$ 2,003,000</b>
T-0517 White Oak Bayou Remediation/Channel Reclamation Project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-0519 Woodland Park Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-0520 Houston Avenue & White Oak Drive Intersection Improvements	\$ 1,476,143	\$ 100,000	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-0521 Little Thicket Park Improvements	\$ 36,169	\$ 380,332	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-0522A 18th Street and surrounding area Pedestrian Improvements between	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-0522B 19th Street Reconstruction between Durham and 20th Street	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-0523A Shepherd Durham and Selectred Cross Street Reconstruction Proj	\$ 143,129	\$ 449,419	\$ 1,500,000	\$ 21,500,000	\$ 31,500,000	\$ 22,220,000	\$ 40,000,000	\$ -	\$ -	\$ -
T-0525 North Canal Project	\$ -	\$ 7,888	\$ 13,000,000	\$ 12,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-0527 Heights Boulevard Pedestrian and Bicycle Safety Improvements and	\$ 12,428	\$ 113,551	\$ 1,220,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-0528 West Dallas Restriping Project	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-0529 Yale and Center Intersection	\$ 19,750	\$ -	\$ -	\$ 1,050,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-0530 Segment of Trail between White Oak Bayou and Memorial Park	\$ -	\$ -	\$ 220,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-0599 Safe Sidewalk Program	\$ -	\$ 25,000	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ -
<b>CAPITAL PROJECTS</b>	<b>\$ 1,687,619</b>	<b>\$ 1,051,188</b>	<b>\$ 17,065,000</b>	<b>\$ 34,575,000</b>	<b>\$ 31,525,000</b>	<b>\$ 22,245,000</b>	<b>\$ 40,025,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL PROJECTS</b>	<b>\$ 1,960,999</b>	<b>\$ 1,321,188</b>	<b>\$ 17,393,000</b>	<b>\$ 35,055,000</b>	<b>\$ 32,385,000</b>	<b>\$ 23,630,000</b>	<b>\$ 41,615,000</b>	<b>\$ 1,845,000</b>	<b>\$ 1,921,000</b>	<b>\$ 2,003,000</b>
RESTRICTED Funds - Capital Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RESTRICTED Funds - Affordable Housing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RESTRICTED Funds - Bond Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unrestricted Funds/Net Current Activity	\$ 13,536,049	\$ 16,508,728	\$ 35,163,767	\$ 11,911,488	\$ 36,566,564	\$ 16,324,743	\$ 18,257,812	\$ 20,632,450	\$ 23,211,725	\$ 25,995,925
<b>Ending Fund Balance</b>	<b>\$ 13,536,049</b>	<b>\$ 16,508,728</b>	<b>\$ 35,163,767</b>	<b>\$ 11,911,488</b>	<b>\$ 36,566,564</b>	<b>\$ 16,324,743</b>	<b>\$ 18,257,812</b>	<b>\$ 20,632,450</b>	<b>\$ 23,211,725</b>	<b>\$ 25,995,925</b>

Notes:

2021 - 2025 CAPITAL IMPROVEMENT PLAN  
TIRZ No. 5 - Memorial Heights Redevelopment Authority  
CIP by Sources of Funds

CITY OF HOUSTON - TIRZ PROGRAM  
Economic Development Division

Source of Funds	Fiscal Year Planned Appropriations								
	Through 2019	Projected 2020	2021	2022	2023	2024	2025	FY21 - FY25 Total	Cumulative Total (To Date)
TIRZ Funds	3,343,600	1,063,052	17,040,000	33,650,000	4,000,000	15,720,000	-	70,410,000	74,816,652
City of Houston	-	405,000	-	-	2,500,000	6,500,000	-	9,000,000	9,405,000
Grants	-	-	-	900,000	25,000,000	-	40,000,000	65,900,000	65,900,000
Other	-	-	-	-	-	-	-	-	-
<b>Project Total</b>	<b>3,343,600</b>	<b>1,468,052</b>	<b>17,040,000</b>	<b>34,550,000</b>	<b>31,500,000</b>	<b>22,220,000</b>	<b>40,000,000</b>	<b>145,310,000</b>	<b>150,121,652</b>

Project: White Oak Bayou Remediation/Channel Reclamation Project		City Council District			Key Map:			WBS.:	T-0517		
		Location: H		Geo. Ref.:							
		Served: ALL		Neighborhood:							
Description:	Feasibility Study of Channel reclamation alternatives on White Oak Bayou consisting of concrete panel removal, modifications to geometry, installation of riparian trees and suitable indigenous grasses.	Operating and Maintenance Costs: (\$ Thousands)									
			2020	2021	2022	2023	2024	Total			
		Personnel	-	-	-	-	-	\$ -			
		Supplies	-	-	-	-	-	\$ -			
Justification:	Study of Alternative options for Pilot project/demonstration project consisting of partial restoration/naturalization of a portion of the White Oak Bayou Channel.	Svcs. & Chgs.	-	-	-	-	-	\$ -			
		Capital Outlay	-	-	-	-	-	\$ -			
		Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
		FTEs						-			
Fiscal Year Planned Expenses											
Project Allocation		Projected Expenses thru 6/30/19	2020 Budget	2020 Estimate	2021	2022	2023	2024	2025	FY21 - FY25 Total	Cumulative Total (To Date)
Phase											
1	Planning	18,036	-	-	-	-	-	-	-	\$ -	\$ 18,036
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -
3	Design	-				-	-	-	-	\$ -	\$ -
4	Construction	-	-	-	-	-	-	-	-	\$ -	\$ -
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -
7	Other	-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
Other Sub-Total:		-	-	-	-	-	-	-	-	\$ -	\$ -
Total Allocations		\$ 18,036	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,036
Source of Funds											
TIRZ Funds		18,036	-	-	-	-	-	-	-	\$ -	\$ 18,036
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -
Other		-	-	-	-	-	-	-	-	\$ -	\$ -
Total Funds		\$ 18,036	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,036

\*NOTE:



Project: Woodland Park Improvements		City Council District		Key Map:				WBS.:	T-0519			
		Location:		H		Geo. Ref.:						
		Served:		H		Neighborhood:						
Description:	Reconstruction of selected hike and bike trails at Woodland Park.			Operating and Maintenance Costs: (\$ Thousands)								
					2021	2022	2023	2024	2025	Total		
				Personnel	-	-	-	-	-	\$ -		
				Supplies	-	-	-	-	-	\$ -		
Justification:	Park encompasses Little White Oak Bayou, a major drainage to White Oak, with significant water quality issues and serves a growing residential area; potential for north-south connection to regional trail system.			Svcs. & Chgs.	-	-	-	-	-	\$ -		
				Capital Outlay	-	-	-	-	-	\$ -		
				Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
				FTEs						-		
Fiscal Year Planned Expenses												
Project Allocation		Projected Expenses thru 6/30/19	2020 Budget	2020 Estimate	2021	2022	2023	2024	2025	FY21 - FY25 Total	Cumulative Total (To Date)	
Phase												
1	Planning	-	-	-		-	-	-	-	\$ -	\$ -	
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -	
3	Design	191,264	-	-			-	-	-	\$ -	\$ 191,264	
4	Construction	219,532	-	-			-	-	-	\$ -	\$ 219,532	
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -	
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -	
7	Other	-		-	-	-	-	-	-	\$ -	\$ -	
		-	-	-	-	-	-	-	-	\$ -	\$ -	
		-	-	-	-	-	-	-	-	\$ -	\$ -	
		-	-	-	-	-	-	-	-	\$ -	\$ -	
		-	-	-	-	-	-	-	-	\$ -	\$ -	
Other #REF!		-	-	-	-	-	-	-	-	\$ -	\$ -	
Total Allocations												
		\$ 410,796	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 410,796	
Source of Funds												
TIRZ Funds		410,796	-	-	-	-	-	-	-	\$ -	\$ 410,796	
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -	
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -	
Other		-	-	-	-	-	-	-	-	\$ -	\$ -	
Total Funds		\$ 410,796	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 410,796	

Project:		Houston Avenue & White Oak Drive Intersection Improvements			City Council District		Key Map:			WBS.:	T-0520			
					Location:		H		Geo. Ref.:					
					Served:		H		Neighborhood:					
Description:	Reconstruction of Intersection into four-way configuration. Includes mast-arm traffic signals, sidewalks, pedestrian crossing, improved intersection geometry, 10' sidewalk on east side of Houston Avenue.				Operating and Maintenance Costs: (\$ Thousands)									
						2021	2022	2023	2024	2025	Total			
Justification:	Existing condition includes (7) intersecting street alignments, creating a confusing and unsafe intersection.				Personnel	-	-	-	-	-	\$	-		
					Supplies	-	-	-	-	-	\$	-		
					Svcs. & Chgs.	-	-	-	-	-	\$	-		
					Capital Outlay	-	-	-	-	-	\$	-		
					Total	\$	-	\$	-	\$	-	\$	-	\$
				FTEs							-			
Fiscal Year Planned Expenses														
Project Allocation		Projected Expenses thru 6/30/19	2020 Budget	2020 Estimate	2021	2022	2023	2024	2025	FY21 - FY25 Total	Cumulative Total (To Date)			
Phase														
1	Planning	-	-	-	-	-	-	-	-	\$	-	\$	-	
2	Acquisition	-	-	-	-	-	-	-	-	\$	-	\$	-	
3	Design	-	-			-	-	-	-	\$	-	\$	-	
4	Construction	-	300,000	100,000	300,000			-	-	\$	300,000	\$	400,000	
5	Equipment	-	-	-	-	-	-	-	-	\$	-	\$	-	
6	Close-Out	-	-		-	-	-	-	-	\$	-	\$	-	
7	Other	-	-		-	-	-	-	-	\$	-	\$	-	
		-	-	-	-	-	-	-	-	\$	-	\$	-	
		-	-	-	-	-	-	-	-	\$	-	\$	-	
		-	-	-	-	-	-	-	-	\$	-	\$	-	
		-	-	-	-	-	-	-	-	\$	-	\$	-	
Other Sub-Total:		-	-	-	-	-	-	-	-	\$	-	\$	-	
Total Allocations		\$	-	\$	300,000	\$	100,000	\$	300,000	\$	-	\$	-	
Source of Funds														
TIRZ Funds		-	300,000	100,000	300,000	-	-	-	-	\$	300,000	\$	400,000	
City of Houston		-	-	-	-	-	-	-	-	\$	-	\$	-	
Grants		-	-	-	-	-	-	-	-	\$	-	\$	-	
Other		-	-	-	-	-	-	-	-	\$	-	\$	-	
Total Funds		\$	-	\$	300,000	\$	100,000	\$	300,000	\$	-	\$	400,000	

Project: Little Thicket Park Improvements				City Council District		Key Map:			WBS.:	T-0521			
				Location:		C		Geo. Ref.:					
				Served:		C		Neighborhood:					
Description:	Improved park amenities, erosion control/bank stabilization, public parking and access to White Oak Bayou Trail system. Funds remaining after the bank stabilization will be used for Park improvements.			Operating and Maintenance Costs: (\$ Thousands)									
					2021	2022	2023	2024	2025	Total			
				Personnel	-	-	-	-	-	\$ -			
				Supplies	-	-	-	-	-	\$ -			
				Svcs. & Chgs.	-	-	-	-	-	\$ -			
Justification:	Collapsed bank/repeated bank failure has encroached into the usable footprint of the park, creating dangerous conditions for park users, especially children. Opportunity to make connection to Bayou Greenways trail system.			Capital Outlay	-	-	-	-	-	\$ -			
				Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
				FTEs						-			
				Fiscal Year Planned Expenses									
Project Allocation		Projected Expenses thru 6/30/19	2020 Budget	2020 Estimate	2021	2022	2023	2024	2025	FY21 - FY25 Total	Cumulative Total (To Date)		
Phase													
1	Planning	-				-	-	-	-	\$ -	\$ -		
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -		
3	Design	-	-	-			-	-	-	\$ -	\$ -		
4	Construction	-	770,000	380,332	300,000			-	-	\$ 300,000	\$ 680,332		
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -		
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -		
7	Other	-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
Other Sub-Total:		-	-	-	-	-	-	-	-	\$ -	\$ -		
Total Allocations		\$ -	\$ 770,000	\$ 380,332	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 680,332		
Source of Funds													
TIRZ Funds		-	60,000	380,332	300,000	-	-	-	-	\$ 300,000	\$ 680,332		
City of Houston		-	405,000	405,000			-	-	-	\$ -	\$ 405,000		
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -		
Other		-	-	-	-	-	-	-	-	\$ -	\$ -		
Total Funds		\$ -	\$ 465,000	\$ 785,332	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 1,085,332		

Project:		18th Street and surrounding area Pedestrian Improvements between Durham and 20th Street			City Council District		Key Map:			WBS.:	T-0522A		
					Location:		C	Geo. Ref.:					
					Served:		C	Neighborhood:					
Description:	Construct pedestrian improvements to include sidewalks, pedestrian ramps landscaping and mid-block crossings to create an overall safer pedestrian environment				Operating and Maintenance Costs: (\$ Thousands)								
						2021	2022	2023	2024	2025	Total		
					Personnel	-	-	-	-	-	\$ -		
					Supplies	-	-	-	-	-	\$ -		
					Svcs. & Chgs.	-	-	-	-	-	\$ -		
Justification:	Existing conditions include discontinuous sidewalks segments, open ditch, non-ADA compliance pedestrian environment.				Capital Outlay	-	-	-	-	-	\$ -		
					Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
					FTEs						-		
					Fiscal Year Planned Expenses								
Project Allocation		Projected Expenses thru 6/30/19	2020 Budget	2020 Estimate	2021	2022	2023	2024	2025	FY21 - FY25 Total	Cumulative Total (To Date)		
Phase													
1	Planning	-	-	-	-	-	-	-	-	\$ -	\$ -		
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -		
3	Design	-	-	-						\$ -	\$ -		
4	Construction	-	-							\$ -	\$ -		
5	Equipment	-	-	-	-		-	-	-	\$ -	\$ -		
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -		
7	Other	-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
Other Sub-Total:		-	-	-	-	-	-	-	-	\$ -	\$ -		
Total Allocations		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Source of Funds													
TIRZ Funds		-	-	-	-	-	-	-	-	\$ -	\$ -		
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -		
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -		
Other		-	-	-	-	-	-	-	-	\$ -	\$ -		
Total Funds		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		

Project: 19th Street Reconstruction between Durham and 20th Street				City Council District		Key Map:		WBS.:		T-0522B	
				Location: C		Geo. Ref.:					
				Served: All		Neighborhood:					
Description:	Roadway reconstruction, installation of storm water drainage system, curb and gutter, sidewalks, street lights and landscaping.			Operating and Maintenance Costs: (\$ Thousands)							
					2020	2021	2022	2023	2024	Total	
				Personnel	-	-	-	-	-	\$ -	
				Supplies	-	-	-	-	-	\$ -	
Justification:	Existing conditions include poor roadway, discontinuous sidewalk segments, open ditch, non ADA compliance pedestrian environment.			Svcs. & Chgs.	-	-	-	-	-	\$ -	
				Capital Outlay	-	-	-	-	-	\$ -	
				Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
				FTEs						-	
Fiscal Year Planned Expenses											
Project Allocation		Projected Expenses thru 6/30/18	2019 Budget	2019 Estimate	2020	2021	2022	2023	2024	FY20 - FY24 Total	Cumulative Total (To Date)
Phase											
1	Planning	-	-	-	-	-	-	-	-	\$ -	\$ -
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -
3	Design	-	-	-	-	-	-	-	-	\$ -	\$ -
4	Construction	-	-	-	-	-	-	-	-	\$ -	\$ -
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -
7	Other	-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
Other Sub-Total:		-	-	-	-	-	-	-	-	\$ -	\$ -
Total Allocations		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Source of Funds											
TIRZ Funds		-	-	-	-	-	-	-	-	\$ -	\$ -
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -
Other		-	-	-	-	-	-	-	-	\$ -	\$ -
Total Funds		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Project:	Shepherd Durham and Selected Cross Street Reconstruction Project (Project will be completed in phases)				City Council District		Key Map:			WBS.:	T-0523A	
					Location: C		Geo. Ref.:					
					Served: All		Neighborhood:					
Description:	Roadway reconstruction between 6th street and 610 loop North, including hike and bike lanes, storm water drainage systems, curb and gutter section, streetlights, sidewalks and landscaping				Operating and Maintenance Costs: (\$ Thousands)							
						2021	2022	2023	2024	2025	Total	
					Personnel	-	-	-	-	-	\$ -	
					Supplies	-	-	-	-	-	\$ -	
Justification:	Major north/south arteries with poor to non-existent drainage system, no sidewalks, no curb, unsafe for pedestrians and bicyclists.				Svcs. & Chgs.	-	-	-	-	-	\$ -	
					Capital Outlay	-	-	-	-	-	\$ -	
					Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
					FTEs							
Fiscal Year Planned Expenses												
Project Allocation		Projected Expenses thru 6/30/19	2020 Budget	2020 Estimate	2021	2022	2023	2024	2025	FY21 - FY25 Total	Cumulative Total (To Date)	
Phase												
1	Planning	-	-	-	-	-	-	-	-	\$ -	\$ -	
2	Acquisition	-	-	-	-	-	-	720,000	-	\$ 720,000	\$ 720,000	
3	Design	-	-	449,419	1,500,000	1,500,000	1,500,000	1,500,000		\$ 6,000,000	\$ 6,449,419	
4	Construction	-	-	-		20,000,000	30,000,000	20,000,000	40,000,000	\$ 110,000,000	\$ 110,000,000	
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -	
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -	
7	Other	-	-	-	-	-	-	-	-	\$ -	\$ -	
		-	-	-	-	-	-	-	-	\$ -	\$ -	
		-	-	-	-	-	-	-	-	\$ -	\$ -	
		-	-	-	-	-	-	-	-	\$ -	\$ -	
		-	-	-	-	-	-	-	-	\$ -	\$ -	
Other Sub-Total:		-	-	-	-	-	-	-	-	\$ -	\$ -	
Total Allocations		\$ -	\$ -	\$ 449,419	\$ 1,500,000	\$ 21,500,000	\$ 31,500,000	\$ 22,220,000	\$ 40,000,000	\$ 116,720,000	\$ 117,169,419	
Source of Funds												
TIRZ Funds		-	1,500,000	449,419	1,500,000	21,500,000	4,000,000	15,720,000	-	\$ 42,720,000	\$ 43,169,419	
City of Houston		-	-	-	-	-	2,500,000	6,500,000		\$ 9,000,000	\$ 9,000,000	
Grants		-	-	-			25,000,000		40,000,000	\$ 65,000,000	\$ 65,000,000	
Other		-	-	-	-	-	-	-	-	\$ -	\$ -	
Total Funds		\$ -	\$ 1,500,000	\$ 449,419	\$ 1,500,000	\$ 21,500,000	\$ 31,500,000	\$ 22,220,000	\$ 40,000,000	\$ 116,720,000	\$ 117,169,419	

Project: North Canal Project		City Council District			Key Map:				WBS.:	T-0525		
		Location:		C, H		Geo. Ref.:						
		Served:		C, H		Neighborhood:		14				
Description:	Part of North Canal project			Operating and Maintenance Costs: (\$ Thousands)								
					2021	2022	2023	2024	2025	Total		
				Personnel	-	-	-	-	-	\$ -		
				Supplies	-	-	-	-	-	\$ -		
Justification:	This is part of the North Canal project. When the North Canal is completed water level on the White Oak is expected to be lower during a flood event			Svcs. & Chgs.	-	-	-	-	-	-	\$ -	
				Capital Outlay	-	-	-	-	-	-	\$ -	
				Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
				FTEs								
Fiscal Year Planned Expenses												
Project Allocation		Projected Expenses thru 6/30/19	2020 Budget	2020 Estimate	2021	2022	2023	2024	2025	FY21 - FY25 Total	Cumulative Total (To Date)	
Phase												
1	Planning	-	-	-	-	-	-	-	-	\$ -	\$ -	
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -	
3	Design	-	1,000,000	7,886	1,000,000		-	-	-	\$ 1,000,000	\$ 1,007,886	
4	Construction	-	-	-	12,000,000	12,000,000				\$ 24,000,000	\$ 24,000,000	
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -	
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -	
7	Other	-	-	-	-	-	-	-	-	\$ -	\$ -	
		-	-	-	-	-	-	-	-	\$ -	\$ -	
		-	-	-	-	-	-	-	-	\$ -	\$ -	
		-	-	-	-	-	-	-	-	\$ -	\$ -	
		-	-	-	-	-	-	-	-	\$ -	\$ -	
Other Sub-Total:		-	-	-	-	-	-	-	-	\$ -	\$ -	
Total Allocations		\$ -	\$ 1,000,000	\$ 7,886	\$ 13,000,000	\$ 12,000,000	\$ -	\$ -	\$ -	\$ 25,000,000	\$ 25,007,886	
Source of Funds												
TIRZ Funds		-	-	-	13,000,000	12,000,000	-	-	-	\$ 25,000,000	\$ 25,000,000	
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -	
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -	
Other		-	-	-	-	-	-	-	-	\$ -	\$ -	
Total Funds		\$ -	\$ -	\$ -	\$ 13,000,000	\$ 12,000,000	\$ -	\$ -	\$ -	\$ 25,000,000	\$ 25,000,000	

\*NOTE:

Project:		Heights Boulevard Pedestrian and Bicycle Safety Improvements and MKT Trail Bicycle and Pedestrian Safety			City Council District		Key Map:			WBS.:	T-0527		
					Location:		C	Geo. Ref.:					
					Served:		C	Neighborhood:					
Description:	Bicycle and pedestrian facility improvements at the intersection of Heights Boulevard and the MKT Trail and at the intersection of Washington Avenue and Heights Boulevard. Improve safety and wayfinding along the MKT Trail. Small Segment trail connections to improve overall bicycle and pedestrian connectivity.				Operating and Maintenance Costs: (\$ Thousands)								
						2021	2022	2023	2024	2025	Total		
					Personnel	-	-	-	-	-	\$ -		
					Supplies	-	-	-	-	-	\$ -		
					Justification:	A number of near misses have been reported at these locations. This project will evaluate the locations and the potential improvements for each of these areas and implement appropriate improvements.				Svcs. & Chgs.	-	-	-
Capital Outlay	-	-	-	-						-	\$ -		
Total	\$ -	\$ -	\$ -	\$ -						\$ -	\$ -		
FTEs											-		
Fiscal Year Planned Expenses													
Project Allocation		Projected Expenses thru 6/30/19	2020 Budget	2020 Estimate	2021	2022	2023	2024	2025	FY21 - FY25 Total	Cumulative Total (To Date)		
Phase													
1	Planning	-	-	-	-	-	-	-	-	\$ -	\$ -		
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -		
3	Design	-	130,000	113,551	20,000		-	-	-	\$ 20,000	\$ 133,551		
4	Construction	-	600,000	-	1,200,000		-	-	-	\$ 1,200,000	\$ 1,200,000		
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -		
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -		
7	Other	-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
Other Sub-Total:		-	-	-	-	-	-	-	-	\$ -	\$ -		
Total Allocations		\$ -	\$ 730,000	\$ 113,551	\$ 1,220,000	\$ -	\$ -	\$ -	\$ -	\$ 1,220,000	\$ 1,333,551		
Source of Funds													
TIRZ Funds		-	730,000	113,551	1,220,000	-	-	-	-	\$ 1,220,000	\$ 1,333,551		
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -		
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -		
Other		-	-	-	-	-	-	-	-	\$ -	\$ -		
Total Funds		\$ -	\$ 730,000	\$ 113,551	\$ 1,220,000	\$ -	\$ -	\$ -	\$ -	\$ 1,220,000	\$ 1,333,551		



Project: West Dallas Restriping Project		City Council District		Key Map:				WBS.:	T-0528			
		Location:		C		Geo. Ref.:						
		Served:		C		Neighborhood:						
Description:	The Pavement on West Dallas is being redistributed to provide better pedestrian access and bike facilities. This portion of the street (Dunlavy to Waugh) is within the TIRZ 5 boundaries and will fill the gap between other entities' projects	Operating and Maintenance Costs: (\$ Thousands)										
			2021	2022	2023	2024	2025	Total				
		Personnel	-	-	-	-	-	\$ -				
		Supplies	-	-	-	-	-	\$ -				
Justification:	West Dallas is part of the Houston Bike Plan network. This project helps to create a continues east west path between Shepherd and Downtown.	Svcs. & Chgs.	-	-	-	-	-	\$ -				
		Capital Outlay	-	-	-	-	-	\$ -				
		Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		FTEs						-				
Fiscal Year Planned Expenses												
Project Allocation		Projected Expenses thru 6/30/20	2020 Budget	2020 Estimate	2021	2022	2023	2024	2025	FY21 - FY25 Total	Cumulative Total (To Date)	
Phase												
1	Planning	-	-	-	-	-	-	-	-	\$ -	\$ -	
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -	
3	Design	-	-	-	100,000	-			-	\$ 100,000	\$ 100,000	
4	Construction	-	-	-	400,000				-	\$ 400,000	\$ 400,000	
5	Equipment	-	-	-	-	-			-	\$ -	\$ -	
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -	
7	Other	-	-	-	-	-	-	-	-	\$ -	\$ -	
		-	-	-	-	-	-	-	-	\$ -	\$ -	
		-	-	-	-	-	-	-	-	\$ -	\$ -	
		-	-	-	-	-	-	-	-	\$ -	\$ -	
		-	-	-	-	-	-	-	-	\$ -	\$ -	
Other Sub-Total:		-	-	-	-	-	-	-	-	\$ -	\$ -	
Total Allocations		\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ 500,000	
Source of Funds												
TIRZ Funds		-	-	-	500,000	-	-	-	-	\$ 500,000	\$ 500,000	
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -	
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -	
Other		-	-	-	-	-	-	-	-	\$ -	\$ -	
Total Funds		\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ 500,000	

Project: Yale and Center Intersection				City Council District		Key Map:		WBS.:		T-0529	
				Location: C		Geo. Ref.:					
				Served: C		Neighborhood:					
Description:	Reconstruct intersection, replace signal and improve pedestrian crossing at Yale Street at Center Street.			Operating and Maintenance Costs: (\$ Thousands)							
					2021	2022	2023	2024	2025	Total	
				Personnel	-	-	-	-	-	\$ -	
				Supplies	-	-	-	-	-	\$ -	
Justification:	This intersection has experienced 49 reported vehicle crashes between 2015 and 2017. The crash count for Yale at Center demonstrates the need for intersection improvements through enhanced and more visible signalization. The frequency of accidents for vehicle collision at the intersection are evident with over half of the accidents overlooking the existing stop control measures.			Svcs. & Chgs.	-	-	-	-	-	-	\$ -
				Capital Outlay	-	-	-	-	-	-	\$ -
				Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
				FTEs						-	
Fiscal Year Planned Expenses											
Project Allocation		Projected Expenses thru 6/30/19	2020 Budget	2020 Estimate	2021	2022	2023	2024	2025	FY21 - FY25 Total	Cumulative Total (To Date)
Phase											
1	Planning	-	-	-	-	-	-	-	-	\$ -	\$ -
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -
3	Design	-	-	-	-	100,000	-	-	-	\$ 100,000	\$ 100,000
4	Construction	-	-	-	-	950,000	-	-	-	\$ 950,000	\$ 950,000
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -
7	Other	-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
Other Sub-Total:		-	-	-	-	-	-	-	-	\$ -	\$ -
Total Allocations		\$ -	\$ -	\$ -	\$ -	\$ 1,050,000	\$ -	\$ -	\$ -	\$ 1,050,000	\$ 1,050,000
Source of Funds											
TIRZ Funds		-	-	19,750	-	150,000	-	-	-	\$ 150,000	\$ 169,750
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -
Grants		-	-	-	-	900,000	-	-	-	\$ 900,000	\$ 900,000
Other		-	-	-	-	-	-	-	-	\$ -	\$ -
Total Funds		\$ -	\$ -	\$ 19,750	\$ -	\$ 1,050,000	\$ -	\$ -	\$ -	\$ 1,050,000	\$ 1,069,750

Project:		Segment of Trail between White Oak Bayou and Memorial Park			City Council District		Key Map:			WBS.:	T-0530		
					Location:		C	Geo. Ref.:					
					Served:		C	Neighborhood:					
Description:	Build a segment of the Trail between White Oak Bayou trail and Memorial Park				Operating and Maintenance Costs: (\$ Thousands)								
						2021	2022	2023	2024	2025	Total		
					Personnel	-	-	-	-	-	\$ -		
					Supplies	-	-	-	-	-	\$ -		
Justification:	There is currently no connection between White Oak Bayou and Memorial park. A citizen group proposed a possible path for this connector. Many portions of the trail were funded in the most recent TIP call and other entities are building several sections. There is one segment that is in TIRZ 5 that is not funded by other sources.				Svcs. & Chgs.	-	-	-	-	-	\$ -		
					Capital Outlay	-	-	-	-	-	\$ -		
					Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
					FTEs						-		
Fiscal Year Planned Expenses													
Project Allocation		Projected Expenses thru 6/30/19	2020 Budget	2020 Estimate	2021	2022	2023	2024	2025	FY21 - FY25 Total	Cumulative Total (To Date)		
Phase													
1	Planning	-	-	-	-	-	-	-	-	\$ -	\$ -		
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -		
3	Design	-	-	-	20,000		-	-	-	\$ 20,000	\$ 20,000		
4	Construction	-	-	-	200,000			-	-	\$ 200,000	\$ 200,000		
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -		
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -		
7	Other	-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
Other Sub-Total:		-	-	-	-	-	-	-	-	\$ -	\$ -		
Total Allocations		\$ -	\$ -	\$ -	\$ 220,000	\$ -	\$ -	\$ -	\$ -	\$ 220,000	\$ 220,000		
Source of Funds													
TIRZ Funds		-	-	-	220,000	-	-	-	-	\$ 220,000	\$ 220,000		
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -		
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -		
Other		-	-	-	-	-	-	-	-	\$ -	\$ -		
Total Funds		\$ -	\$ -	\$ -	\$ 220,000	\$ -	\$ -	\$ -	\$ -	\$ 220,000	\$ 220,000		

Project: Safe Sidewalk Program				City Council District		Key Map:		WBS.:		T-0599			
				Location:		C, H						Geo. Ref.:	
				Served:		C, H						Neighborhood:	
Description:	Program to improve small sections of Sidewalk			Operating and Maintenance Costs: (\$ Thousands)									
					2021	2022	2023	2024	2025	Total			
				Personnel	-	-	-	-	-	\$ -			
				Supplies	-	-	-	-	-	\$ -			
				Svcs. & Chgs.	-	-	-	-	-	\$ -			
Justification:	Sidewalk program to improve walkability			Capital Outlay	-	-	-	-	-	\$ -			
				Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
				FTEs						-			
				Fiscal Year Planned Expenses									
Project Allocation		Projected Expenses thru 6/30/19	2020 Budget	2020 Estimate	2021	2022	2023	2024	2025	FY21 - FY25 Total	Cumulative Total (To Date)		
Phase													
1	Planning	-	-	-	-	-	-	-	-	\$ -	\$ -		
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -		
3	Design	-	-	-	-	-	-	-	-	\$ -	\$ -		
4	Construction	-	-	-	25,000	25,000	25,000	25,000	25,000	\$ 125,000	\$ 125,000		
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -		
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -		
7	Other	-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
Other Sub-Total:		-	-	-	-	-	-	-	-	\$ -	\$ -		
Total Allocations													
		\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 125,000	\$ 125,000		
Source of Funds													
TIRZ Funds		-	-	-	-	-	-	-	-	\$ -	\$ -		
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -		
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -		
Other		-	-	-	-	-	-	-	-	\$ -	\$ -		
Total Funds		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		



**Memorial Heights Redevelopment Authority  
Monthly Financial Report Summary  
September Board Meeting  
Thursday, September 24, 2020**

At the beginning of July, the Memorial Heights Redevelopment Authority (TIRZ #5) beginning Operating Fund Balance was \$12,352,206. TIRZ #5 received a total of \$4,497,077, mainly from City of Houston increment. During the period, TIRZ #5 processed \$904,254 in disbursements during the period. 78% of the disbursements related to disbursements to Jones & Carter for CIP Projects (\$189,032, \$174,129 and \$184,512) and City of Houston for the annual Municipal Services fee (\$160,652). The ending balance as of month end August 31, 2020 was \$15,945,030.

The invoices pending approval total \$230,767. See attached “Unpaid Bills Detail” Report on page 3. A transfer of \$230,000 is required from the Money Market Account to the Operating account to cover outstanding invoices.

There was \$367,556 spent for Capital Projects for the period. The project that utilized the majority of the funding was T-0523 Shepherd/Durham Reconstruction (\$336,526). See attached “Capital Improvement Projects” Report on page 4.

**Memorial Heights Redevelopment Authority  
General Operating Fund  
As of August 31, 2020**

**General Operating Fund**

**BEGINNING BALANCE** \$ 12,352,206.36

**REVENUE**

Prosperity Money Market Interest	29.78	Monthly Interest
TexPool	2,099.62	Monthly Interest
City of Houston	4,492,924.74	City Increment
Prosperity Money Market Interest	276.66	Monthly Interest
TexPool	1,746.55	Monthly Interest

**Total Revenue** 4,497,077.35

**DISBURSEMENTS**

ACH	Goodman Corporation	6,014.00	Engineering Consultant
ACH	Jones & Carter	189,032.36	Capital Projects
ACH	Goodman Corporation	7,950.00	Engineering Consultant
ACH	SK Law	15,535.60	Legal Services
ACH	The Morton Accounting Services	3,080.49	Accounting
ACH	SMW Principle Solution	10,010.47	Admin Consulting
ACH	RAC Industries Inc	10,861.78	Capital Projects
ACH	Millis Equipment LLC	71,189.43	Capital Projects
ACH	Millis Equipment LLC	21,598.44	Capital Projects
ACH	Jones & Carter Inc	174,129.05	Capital Projects
ACH	Equitax Inc.	2,400.00	Tax Consultants
ACH	SK Law	6,486.07	Legal Services
ACH	The Morton Accounting Services	1,398.79	Accounting
ACH	City of Houston	160,652.00	FY20 Municipal Services
ACH	SMW Principle Solution	10,000.00	Admin Consulting
ACH	McCall Gibson Swedlund	2,600.00	Final Audit
ACH	Jones & Carter	184,511.69	Capital Projects
ACH	Goodman Corporation	7,117.50	Engineering Consultant
ACH	SK Law	9,668.80	Legal Services
ACH	SMW Principle Solution	10,017.42	Admin Consulting

**Total Disbursements** 904,253.89

**ENDING BALANCE** \$ 15,945,029.82

**August 31, 2020**

**Balance**

**LOCATION OF ASSETS**

Prosperity Operating	\$	33,643.80
Prosperity Money Market		4,330,939.09
TexPool Investment		<u>11,580,446.93</u>

**Total Account Balance** \$ 15,945,029.82

**Memorial Heights Redevelopment Authority**  
**Unpaid Bills Detail**  
**As of September 17, 2020**

Type	Date	Num	Memo	Due Date	Open Balance
<b>eLsqrd Media Group</b>					
Bill	09/10/2020	2	Maintenance, Support, Hosting and Email Marketing	09/20/2020	4,776.00
Total eLsqrd Media Group					4,776.00
<b>Goodman Corporation</b>					
Bill	08/31/2020	8-2020-43	MRA108.2 Project - Project Initiation and Design Phase	09/10/2020	4,250.00
Total Goodman Corporation					4,250.00
<b>Jones &amp; Carter Inc.</b>					
Bill	08/31/2020	00309443	Work Order 1 - Through Aug 28,2020	09/10/2020	830.00
Bill	08/31/2020	00309442	Work Order 2 - Through Aug 28,2020	09/10/2020	4,112.50
Bill	08/31/2020	00309444	T0523A Shepherd Durham Cross Streets - Through August 28, 2020	09/10/2020	10,947.50
Bill	08/31/2020	00309445	T0523A Shepherd Durham Cross Streets Final Design - Through Aug 28,2...	09/10/2020	173,409.20
Bill	08/31/2020	00309446	Work Order 7 - Through Aug 28, 2020	09/10/2020	2,070.00
Bill	08/31/2020	00309447	Work Order 1 - Through Aug 28, 2020	09/10/2020	6,217.50
Bill	08/31/2020	00309448	Work Order 1 - Through Aug 28, 2020	09/10/2020	1,892.50
Total Jones & Carter Inc.					199,479.20
<b>McCall Gibson Swedlund Barfoot PLLC</b>					
Bill	09/03/2020	2020 Audit Interim	2020 Audit Interim	09/13/2020	6,000.00
Total McCall Gibson Swedlund Barfoot PLLC					6,000.00
<b>Sanford Kuhl Hagan Kugle Parker Kahn</b>					
Bill	08/31/2020	20-1844	Admin/Meeting through August 2020	09/10/2020	140.00
Bill	08/31/2020	20-1845	Legal services through August 2020	09/10/2020	2,016.75
Bill	08/31/2020	20-1846	Legal services through August 2020	09/10/2020	31.25
Bill	08/31/2020	20-1847	Legal services through August 2020	09/10/2020	276.25
Bill	08/31/2020	20-1848	Legal services through August 2020	09/10/2020	97.50
Total Sanford Kuhl Hagan Kugle Parker Kahn					2,561.75
<b>SMW Principle Solutions, Inc.</b>					
Bill	08/31/2020	1292	August Consulting 2020	09/10/2020	10,000.00
Total SMW Principle Solutions, Inc.					10,000.00
<b>The Morton Accounting Services</b>					
Bill	08/31/2020	2091	July and August CPA Services	09/10/2020	3,700.00
Total The Morton Accounting Services					3,700.00
<b>TOTAL</b>					<b>230,766.95</b>

3:27 PM

09/17/20

Accrual Basis

**Memorial Heights Redevelopment Authority**  
**Capital Improvement Projects**  
**July through August 2020**

Type	Date	Num	Name	Memo	Amount
<b>Capital Improvement Plan</b>					
<b>T-0520 Houston Ave &amp; White Oak</b>					
Gener...	07/01/2020	CPA 20-1R	RAC Industries, Inc.	Record retainage for project	-28,740.67
Bill	07/30/2020	1289	SMW Principle Solutions, Inc.	July 2020 Consulting	112.50
Bill	08/31/2020	00309442	Jones & Carter Inc.	Work Order 2 - Through Aug 28,2020	4,112.50
Total T-0520 Houston Ave & White Oak					-24,515.67
<b>T-0521 Little Thicket Park Impr</b>					
Gener...	07/01/2020	CPA 20-1R	Millis Equipment LLC	Record retainage for project	-21,598.44
Bill	07/30/2020	Pay App 6 F...	Millis Equipment LLC	Little Thicket Park - Contract \$392,654.75 - Retainage FINAL	21,598.44
Bill	07/30/2020	00307913	Jones & Carter Inc.	Work Order 6 - Through July 24, 2020 final design	935.00
Bill	07/30/2020	1289	SMW Principle Solutions, Inc.	July 2020 Consulting	187.50
Bill	08/31/2020	1292	SMW Principle Solutions, Inc.	August 2020 Consulting	75.00
Bill	08/31/2020	20-1846	Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through August 2020	31.25
Total T-0521 Little Thicket Park Impr					1,228.75
<b>T-0523 Shepherd/Durham Reconstr</b>					
Bill	07/30/2020	00307910	Jones & Carter Inc.	T0523A Shepherd Durham Grant Coord - Through July 24,...	818.75
Bill	07/30/2020	00307911	Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets - Through July 2...	11,128.85
Bill	07/30/2020	00307912	Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets Final Design - Th...	125,479.70
Bill	07/30/2020	1289	SMW Principle Solutions, Inc.	T-0523A June 2020 Consulting	2,025.00
Bill	07/30/2020	20-1722	Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through July 2020	2,028.75
Bill	07/31/2020	7-2020-8	Goodman Corporation	Task 1 - \$85,000	4,250.00
Bill	08/31/2020	8-2020-43	Goodman Corporation	Task 1 - \$85,000	4,250.00
Bill	08/31/2020	00309444	Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets - Through Augus...	10,947.50
Bill	08/31/2020	00309445	Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets Final Design - Th...	173,409.20
Bill	08/31/2020	1292	SMW Principle Solutions, Inc.	T-0523A August 2020 Consulting	1,912.50
Bill	08/31/2020	20-1847	Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through August 2020	276.25
Total T-0523 Shepherd/Durham Reconstr					336,526.50
<b>T-0525 Reconst Bridges White Oa</b>					
Bill	07/30/2020	1289	SMW Principle Solutions, Inc.	July 2020 Consulting	2,475.00
Bill	08/31/2020	1292	SMW Principle Solutions, Inc.	August 2020 Consulting	75.00
Bill	08/31/2020	20-1848	Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through August 2020	97.50
Total T-0525 Reconst Bridges White Oa					2,647.50
<b>T-0527 Heights Blvd Pedestrian</b>					
Bill	07/30/2020	00307914	Jones & Carter Inc.	Heights Blvd Pedestrian & Bicycle Safety Impr.	4,699.39
Bill	07/30/2020	1289	SMW Principle Solutions, Inc.	July 2020 Consulting	187.50
Bill	08/31/2020	00309446	Jones & Carter Inc.	Heights Blvd Pedestrian & Bicycle Safety Impr.	2,070.00
Bill	08/31/2020	1292	SMW Principle Solutions, Inc.	August 2020 Consulting	375.00
Total T-0527 Heights Blvd Pedestrian					7,331.89
<b>T-0528 Streets Btw Shep &amp; Durha</b>					
Bill	07/30/2020	00307915	Jones & Carter Inc.	West Dallas Restriping	1,677.50
Bill	08/31/2020	00309447	Jones & Carter Inc.	West Dallas Restriping	6,217.50
Total T-0528 Streets Btw Shep & Durha					7,895.00
<b>T-0530 White Oak Bayou &amp; Memori</b>					
Bill	07/30/2020	00307916	Jones & Carter Inc.	White Oak to Memorial	34,400.00
Bill	08/31/2020	00309448	Jones & Carter Inc.	White Oak to Memorial	1,892.50
Bill	08/31/2020	1292	SMW Principle Solutions, Inc.	August 2020 Consulting	150.00
Total T-0530 White Oak Bayou & Memori					36,442.50
Total Capital Improvement Plan					367,556.47
<b>TOTAL</b>					<b>367,556.47</b>



# Memorial Heights Redevelopment Authority

## Profit & Loss Prev Year Comparison

### July through August 2020

	Jul - Aug 20	Jul - Aug 19	\$ Change	% Change
<b>Ordinary Income/Expense</b>				
Income				
Interest Income	4,152.61	40,902.45	-36,749.84	-89.9%
<b>Total Income</b>	<b>4,152.61</b>	<b>40,902.45</b>	<b>-36,749.84</b>	<b>-89.9%</b>
<b>Cost of Goods Sold</b>				
Capital Improvement Plan				
T-0520 Houston Ave & White Oak	-24,515.67	-58,399.96	33,884.29	58.0%
T-0521 Little Thicket Park Impr	1,228.75	7,571.25	-6,342.50	-83.8%
T-0523 Shepherd/Durham Reconstr	336,526.50	11,844.50	324,682.00	2,741.2%
T-0525 Reconst Bridges White Oa	2,647.50	412.50	2,235.00	541.8%
T-0527 Heights Blvd Pedestrian	7,331.89	2,472.50	4,859.39	196.5%
T-0528 Streets Btw Shep & Durha	7,895.00	0.00	7,895.00	100.0%
T-0530 White Oak Bayou & Memori	36,442.50	0.00	36,442.50	100.0%
<b>Total Capital Improvement Plan</b>	<b>367,556.47</b>	<b>-36,099.21</b>	<b>403,655.68</b>	<b>1,118.2%</b>
<b>Total COGS</b>	<b>367,556.47</b>	<b>-36,099.21</b>	<b>403,655.68</b>	<b>1,118.2%</b>
<b>Gross Profit</b>	<b>-363,403.86</b>	<b>77,001.66</b>	<b>-440,405.52</b>	<b>-571.9%</b>
<b>Expense</b>				
Program and Project Consultants				
Engineering Consultants	6,202.50	5,430.00	772.50	14.2%
Legal Expense	9,378.05	4,290.57	5,087.48	118.6%
Planning Consultants	2,867.50	0.00	2,867.50	100.0%
<b>Total Program and Project Consultants</b>	<b>18,448.05</b>	<b>9,720.57</b>	<b>8,727.48</b>	<b>89.8%</b>
TIRZ Administration & Overhead				
Accounting	3,700.00	4,314.60	-614.60	-14.2%
Administration	12,843.75	14,130.05	-1,286.30	-9.1%
Tax Consultant	2,400.00	2,100.00	300.00	14.3%
<b>Total TIRZ Administration &amp; Overhead</b>	<b>18,943.75</b>	<b>20,544.65</b>	<b>-1,600.90</b>	<b>-7.8%</b>
<b>Total Expense</b>	<b>37,391.80</b>	<b>30,265.22</b>	<b>7,126.58</b>	<b>23.6%</b>
<b>Net Ordinary Income</b>	<b>-400,795.66</b>	<b>46,736.44</b>	<b>-447,532.10</b>	<b>-957.6%</b>
<b>Net Income</b>	<b>-400,795.66</b>	<b>46,736.44</b>	<b>-447,532.10</b>	<b>-957.6%</b>

**Memorial Heights Redevelopment Authority**  
**Balance Sheet Prev Year Comparison**  
**As of August 31, 2020**

	Aug 31, 20	Aug 31, 19	\$ Change	% Change
<b>ASSETS</b>				
Current Assets				
Checking/Savings				
Prosperity - Money Market	4,330,939.09	7,331,315.44	-3,000,376.35	-40.9%
Prosperity Bank - Operating	33,643.80	160,457.79	-126,813.99	-79.0%
TexPool Investment	11,580,446.93	6,089,007.58	5,491,439.35	90.2%
<b>Total Checking/Savings</b>	<b>15,945,029.82</b>	<b>13,580,780.81</b>	<b>2,364,249.01</b>	<b>17.4%</b>
<b>Total Current Assets</b>	<b>15,945,029.82</b>	<b>13,580,780.81</b>	<b>2,364,249.01</b>	<b>17.4%</b>
<b>TOTAL ASSETS</b>	<b>15,945,029.82</b>	<b>13,580,780.81</b>	<b>2,364,249.01</b>	<b>17.4%</b>
<b>LIABILITIES &amp; EQUITY</b>				
Liabilities				
Current Liabilities				
Accounts Payable				
Accounts Payable	219,990.95	22,996.22	196,994.73	856.6%
<b>Total Accounts Payable</b>	<b>219,990.95</b>	<b>22,996.22</b>	<b>196,994.73</b>	<b>856.6%</b>
<b>Total Current Liabilities</b>	<b>219,990.95</b>	<b>22,996.22</b>	<b>196,994.73</b>	<b>856.6%</b>
<b>Total Liabilities</b>	<b>219,990.95</b>	<b>22,996.22</b>	<b>196,994.73</b>	<b>856.6%</b>
Equity				
Retained Earnings	16,125,834.53	13,511,048.15	2,614,786.38	19.4%
Net Income	-400,795.66	46,736.44	-447,532.10	-957.6%
<b>Total Equity</b>	<b>15,725,038.87</b>	<b>13,557,784.59</b>	<b>2,167,254.28</b>	<b>16.0%</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>15,945,029.82</b>	<b>13,580,780.81</b>	<b>2,364,249.01</b>	<b>17.4%</b>

# Memorial Heights Redevelopment Authority

## Profit & Loss Detail

July through August 2020

Accrual Basis

Type	Date	Num	Adj	Name	Memo	Amount
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
<b>Interest Income</b>						
Deposit	07/31/2020			Interest		29.78
Deposit	07/31/2020			Interest		2,099.62
Deposit	08/31/2020			Interest		276.66
Deposit	08/31/2020			Interest		1,746.55
Total Interest Income						4,152.61
Total Income						4,152.61
<b>Cost of Goods Sold</b>						
<b>Capital Improvement Plan</b>						
<b>T-0520 Houston Ave &amp; White Oak</b>						
Gene...	07/01/2020	CPA 20-1R	*	RAC Industries, Inc.	Record retainage for project	-28,740.67
Bill	07/30/2020	1289		SMW Principle Solutions, Inc.	July 2020 Consulting	112.50
Bill	08/31/2020	00309442		Jones & Carter Inc.	Work Order 2 - Through Aug 28,2020	4,112.50
Total T-0520 Houston Ave & White Oak						-24,515.67
<b>T-0521 Little Thicket Park Impr</b>						
Gene...	07/01/2020	CPA 20-1R	*	Millis Equipment LLC	Record retainage for project	-21,598.44
Bill	07/30/2020	Pay App 6 F...		Millis Equipment LLC	Little Thicket Park - Contract \$392,654.75 - ...	21,598.44
Bill	07/30/2020	00307913		Jones & Carter Inc.	Work Order 6 - Through July 24, 2020 final d...	935.00
Bill	07/30/2020	1289		SMW Principle Solutions, Inc.	July 2020 Consulting	187.50
Bill	08/31/2020	1292		SMW Principle Solutions, Inc.	August 2020 Consulting	75.00
Bill	08/31/2020	20-1846		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through August 2020	31.25
Total T-0521 Little Thicket Park Impr						1,228.75
<b>T-0523 Shepherd/Durham Reconstr</b>						
Bill	07/30/2020	00307910		Jones & Carter Inc.	T0523A Shepherd Durham Grant Coord - Th...	818.75
Bill	07/30/2020	00307911		Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets - T...	11,128.85
Bill	07/30/2020	00307912		Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets Fi...	125,479.70
Bill	07/30/2020	1289		SMW Principle Solutions, Inc.	T-0523A June 2020 Consulting	2,025.00
Bill	07/30/2020	20-1722		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through July 2020	2,028.75
Bill	07/31/2020	7-2020-8		Goodman Corporation	Task 1 - \$85,000	4,250.00
Bill	08/31/2020	8-2020-43		Goodman Corporation	Task 1 - \$85,000	4,250.00
Bill	08/31/2020	00309444		Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets - T...	10,947.50
Bill	08/31/2020	00309445		Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets Fi...	173,409.20
Bill	08/31/2020	1292		SMW Principle Solutions, Inc.	T-0523A August 2020 Consulting	1,912.50
Bill	08/31/2020	20-1847		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through August 2020	276.25
Total T-0523 Shepherd/Durham Reconstr						336,526.50
<b>T-0525 Reconst Bridges White Oa</b>						
Bill	07/30/2020	1289		SMW Principle Solutions, Inc.	July 2020 Consulting	2,475.00
Bill	08/31/2020	1292		SMW Principle Solutions, Inc.	August 2020 Consulting	75.00
Bill	08/31/2020	20-1848		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through August 2020	97.50
Total T-0525 Reconst Bridges White Oa						2,647.50
<b>T-0527 Heights Blvd Pedestrian</b>						
Bill	07/30/2020	00307914		Jones & Carter Inc.	Heights Blvd Pedestrian & Bicycle Safety Im...	4,699.39
Bill	07/30/2020	1289		SMW Principle Solutions, Inc.	July 2020 Consulting	187.50
Bill	08/31/2020	00309446		Jones & Carter Inc.	Heights Blvd Pedestrian & Bicycle Safety Im...	2,070.00
Bill	08/31/2020	1292		SMW Principle Solutions, Inc.	August 2020 Consulting	375.00
Total T-0527 Heights Blvd Pedestrian						7,331.89
<b>T-0528 Streets Btw Shep &amp; Durha</b>						
Bill	07/30/2020	00307915		Jones & Carter Inc.	West Dallas Restriping	1,677.50
Bill	08/31/2020	00309447		Jones & Carter Inc.	West Dallas Restriping	6,217.50
Total T-0528 Streets Btw Shep & Durha						7,895.00
<b>T-0530 White Oak Bayou &amp; Memori</b>						
Bill	07/30/2020	00307916		Jones & Carter Inc.	White Oak to Memorial	34,400.00
Bill	08/31/2020	00309448		Jones & Carter Inc.	White Oak to Memorial	1,892.50
Bill	08/31/2020	1292		SMW Principle Solutions, Inc.	August 2020 Consulting	150.00
Total T-0530 White Oak Bayou & Memori						36,442.50
Total Capital Improvement Plan						367,556.47
Total COGS						367,556.47
Gross Profit						-363,403.86

# Memorial Heights Redevelopment Authority

## Profit & Loss Detail

July through August 2020

Accrual Basis

Type	Date	Num	Adj	Name	Memo	Amount
<b>Expense</b>						
<b>Program and Project Consultants</b>						
<b>Engineering Consultants</b>						
Bill	07/30/2020	00307909		Jones & Carter Inc.	Work Order 1 - Through July 24,2020	5,372.50
Bill	08/31/2020	00309443		Jones & Carter Inc.	Work Order 1 - Through Aug 28,2020	830.00
Total Engineering Consultants						6,202.50
<b>Legal Expense</b>						
Bill	07/30/2020	20-1721		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through July 2020	7,361.30
Bill	08/31/2020	20-1845		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through August 2020	2,016.75
Total Legal Expense						9,378.05
<b>Planning Consultants</b>						
Bill	07/31/2020	7-2020-43		Goodman Corporation	Task 1 - \$15,000	2,867.50
Total Planning Consultants						2,867.50
Total Program and Project Consultants						18,448.05
<b>TIRZ Administration &amp; Overhead</b>						
<b>Accounting</b>						
Bill	08/31/2020	2091		The Morton Accounting Services	July and August CPA Services	3,700.00
Total Accounting						3,700.00
<b>Administration</b>						
Bill	07/30/2020	1289		SMW Principle Solutions, Inc.	July 2020 Consulting	5,012.50
Bill	07/30/2020	1289		SMW Principle Solutions, Inc.	July Consulting 2020	0.00
Bill	07/30/2020	20-1720		Sanford Kuhl Hagan Kugle Parker Kahn	Admin/Meeting through July 2020	278.75
Bill	08/31/2020	1292		SMW Principle Solutions, Inc.	August 2020 Consulting	7,412.50
Bill	08/31/2020	20-1844		Sanford Kuhl Hagan Kugle Parker Kahn	Admin/Meeting through August 2020	140.00
Total Administration						12,843.75
<b>Tax Consultant</b>						
Bill	07/01/2020	55569		Equi Tax Inc.	July - June 2021 Tax Consulting	2,400.00
Total Tax Consultant						2,400.00
Total TIRZ Administration & Overhead						18,943.75
Total Expense						37,391.80
Net Ordinary Income						-400,795.66
<b>Net Income</b>						<b>-400,795.66</b>

**Memorial Heights Redevelopment Authority – TIRZ 5**

**Investment Report**

**September 18, 2020,**

On June 30, 2020, the balance in the Authority's TEXPOOL Account was \$11,876,600.76.

On July 31, 2020, the balance in the Authority's TEXPOOL account was \$11,878,700.38.

On August 31, 2020 the balance in the Authority's TEXPOOL account was \$11,580,446.93.

The Authority received interest of \$2,157.14 on June 30, 2020.

The Authority received interest of \$2,099.62 on July 31, 2020.

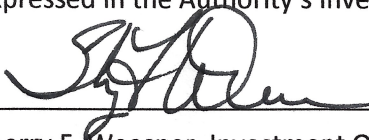
The Authority received interest of \$1,746.55 on August 31, 2020.

The average yield for June 2020 was .2165 %.

The average yield for July 2020 was .2082%.

The average yield for August 2020 was .1768%

This report and the Authority's investment portfolio are in compliance with the investment strategies expressed in the Authority's Investment Policy and the Public Funds Investment Act.

A handwritten signature in black ink, appearing to read 'Sherry F. Weesner', is written over a horizontal line.

Sherry F. Weesner, Investment Officer

CERTIFICATE FOR ORDER

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

I, the undersigned officer of the Board of Directors of the Memorial-Heights Redevelopment Authority do hereby certify as follows:

1. The Board of Directors of the Memorial-Heights Redevelopment Authority convened in Regular Session, open to the public, on September 24, 2020, via videoconference, as permitted by actions of the Governor of the State of Texas on March 16, 2020, which suspended certain provisions of Chapter 551, Texas Government Code, in connection with the COVID-19 pandemic, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Ann Lents	Chair
Alejandro Colom	Vice Chair
Janice Hale-Harris	Secretary
Bryan Brown	Director
Dr. Robert Stein	Director
Christopher David Manriquez	Director
Marvin Pierre	Director

and all of said persons were present, except Director(s) \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

**ORDER EVIDENCING REVIEW OF AMENDED AND RESTATED  
ORDER DESIGNATING INVESTMENT OFFICER AND  
ESTABLISHING RULES, POLICIES, AND CODE OF ETHICS FOR THE INVESTMENT  
OF AUTHORITY FUNDS AND REVIEW OF INVESTMENTS**

was introduced for the consideration of the Board. It was then duly moved and seconded that the Order be adopted; and, after due discussion, the motion, carrying with it the adoption of the Order, prevailed and carried unanimously.

2. That a true, full and correct copy of the aforesaid Order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Order has been duly recorded in the Board's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Order would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public; and that public notice of the time, place and subject of the meeting was given pursuant the Governor's actions, and by Chapter 551, Texas Government Code.

PASSED AND APPROVED the 24<sup>th</sup> day of September, 2020.

\_\_\_\_\_  
Secretary

**ORDER EVIDENCING REVIEW OF AMENDED AND RESTATED  
ORDER DESIGNATING INVESTMENT OFFICER AND  
ESTABLISHING RULES, POLICIES, AND CODE OF ETHICS FOR THE INVESTMENT  
OF AUTHORITY FUNDS AND REVIEW OF INVESTMENTS**

WHEREAS, the Memorial-Heights Redevelopment Authority (the "Authority"), by resolution dated September 26, 2019, has adopted an Amended and Restated Order Designating Investment Officer and Establishing Rules, Policies, and Code of Ethics for the Investment of Authority Funds and Review of Investments (the "Policy") as required by Chapter 2256 of the Texas Government Code (the "Public Funds Investment Act"); and

WHEREAS, the Public Funds Investment Act requires that the Board of Directors of the Authority (the "Board") review the Policy and any investment strategies contained therein not less than annually; and

WHEREAS, the Public Funds Investment Act further requires that the Board adopt a rule, order, ordinance, or resolution stating that it has reviewed the Policy and any investment strategies contained therein and that the instrument so adopted shall record any changes made to the Policy or investment strategies; NOW, THEREFORE,

BE IT ORDERED BY THE BOARD OF DIRECTORS OF MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY, THAT:

Section 1. The Board has conducted a review of the Policy and the investment strategies contained therein at its regular meeting held on September 24, 2020.

Section 2. No changes were made to the Policy or the investment strategies contained therein.

ADOPTED this 24th day of September, 2020.

\_\_\_\_\_  
Chairman, Board of Directors

\_\_\_\_\_  
Secretary, Board of Directors

(SEAL)

CERTIFICATE FOR ORDER

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

I, the undersigned officer of the Board of Directors of the Memorial-Heights Redevelopment Authority do hereby certify as follows:

1. The Board of Directors of the Memorial-Heights Redevelopment Authority convened in Regular Session, open to the public, on September 24, 2020, via videoconference, as permitted by actions of the Governor of the State of Texas on March 16, 2020, which suspended certain provisions of Chapter 551, Texas Government Code, in connection with the COVID-19 pandemic, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Ann Lents	Chair
Alejandro Colom	Vice Chair
Janice Hale-Harris	Secretary
Bryan Brown	Director
Dr. Robert Stein	Director
Christopher David Manriquez	Director
Marvin Pierre	Director

and all of said persons were present, except Director(s) \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

**ORDER ADOPTING LIST OF QUALIFIED BROKERS**

was introduced for the consideration of the Board. It was then duly moved and seconded that the Order be adopted; and, after due discussion, the motion, carrying with it the adoption of the Order, prevailed and carried unanimously.

2. That a true, full and correct copy of the aforesaid Order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Order has been duly recorded in the Board's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Order would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public; and that public notice of the time, place and subject of the meeting was given pursuant the Governor's actions, and by Chapter 551, Texas Government Code.

PASSED AND APPROVED the 24<sup>th</sup> day of September, 2020.

\_\_\_\_\_  
Secretary



## ORDER ADOPTING LIST OF QUALIFIED BROKERS

This Order Adopting List of Qualified Brokers (the "Order") is adopted by the Board of Directors of Memorial-Height Redevelopment Authority (the "Authority") pursuant to Section 2256.025 of the Texas Government Code.

### ARTICLE I

#### GENERAL

SECTION 1.1. Unless the context requires otherwise, the terms and phrases used in this Order shall have meanings as set forth in Section 1.2 of this Order.

#### SECTION 1.2. DEFINITIONS:

- (a) The term "Board" means the Board of Directors of the Authority.
- (b) The term "Director" means a person elected or appointed to serve on the Board of Directors of the Authority.
- (c) The term "Qualified Broker" means those entities and/or individuals authorized by the Board of Directors of the Authority to engage in investment transactions with the District.

SECTION 1.3. PURPOSE. This Order has been adopted by the Authority for the following purposes: (1) to comply with Section 2256.025 of the Texas Government Code; and (2) to ensure that the Authority engages in investment transactions only with Qualified Brokers that have been previously approved by the Board.

### ARTICLE II

#### LIST OF QUALIFIED BROKERS

SECTION 2.1. QUALIFIED BROKERS. The Qualified Brokers authorized to engage in investment transactions with the Authority are those entities and/or individuals listed in Exhibit A attached hereto.

Adopted this 24<sup>th</sup> day of September, 2020.

\_\_\_\_\_  
Chair, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

## EXHIBIT A

Allegiance Bank  
Amegy Bank  
Bancorp South  
Bank of America  
Bank of New York – Mellon  
Bank of Texas  
BBVA  
Cadence Bank  
Capital Bank of Texas  
Capital One  
Central Bank  
Chasewood Bank  
Citibank  
Coastal Securities  
Comerica Bank  
Comerica Securities  
Commercial State Bank  
Community Bank of Texas  
Community Trust Bank  
First Bank Texas  
First Citizens Bank  
First Financial Bank  
First National Bank Texas  
First Texas Bank  
Frontier Bank of Texas  
Frost Bank  
Green Bank  
Hancock Whitney Bank  
Herring Bank  
Hilltop Securities  
Hometown Bank  
Independent Financial  
Integrity Bank & Trust  
International Bank of Commerce  
JP Morgan Chase  
Legacy Texas Bank  
Lone Star National Bank  
Lone Star Investment Pool  
Metro Bank  
Moody Bank  
NewFirst National Bank  
North Star Bank  
NewOmniBank  
Pioneer Bank  
PlainsCapital Bank  
Plains State Bank  
Preferred Bank  
Prosperity Bank  
R Bank  
Regions Bank  
Spirit of Texas Bank

State Bank of Texas  
State Street Bank  
Stifel  
Tex Star Investment Pool  
Texan Bank  
Texas Capital Bank  
Texas Class  
Texas Citizens Bank  
Texas Exchange Bank  
Texas First Bank  
Texas Gulf Bank  
Texas Regional Bank  
TexPool/TexPool Prime  
The Independent Bankers Bank  
Third Coast Bank  
Truist  
Trustmark  
United Bank of El Paso Del Norte  
United Texas Bank  
Unity National Bank  
U.S. Bank  
Vantage Bank Texas  
Wells Fargo Bank  
Wells Fargo Brokerage Services  
Wells Fargo Trust  
West Star Bank  
Woodforest National Bank