

REINVESTMENT ZONE NUMBER FIVE, CITY OF HOUSTON, TEXAS

MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY TIRZ NO. 5 MEETING OF JUNE 24, 2021

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MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY Director Attendance Record

MEETING	A. LENTS	A.	B.	J. HALE-	C.	R. STEIN	M.
DATE		COLOM	BROWN	HARRIS	MANRIQUEZ		PIERRE
02/27/20	Х	Υ	Υ	Υ	Υ	Υ	Х
04/23/20	Υ	Υ	Υ	Υ	Υ	Υ	Υ
06/25/20	Υ	Х	Υ	Υ	Υ	Υ	Υ
09/24/20	Υ	Υ	Υ	Υ	Υ	Υ	Х
10/22/20	Y	Y	Y	Υ	Υ	Υ	Х
01/28/21	Υ	Υ	Υ	Х	Υ	Υ	Υ
03/04/21	Υ	Υ	Υ	Υ	Υ	Υ	X
04/22/21	Υ	Υ	Υ	Υ	Υ	Υ	X
06/24/21	Υ	Υ	Υ	Υ	Υ	Υ	X
10/28/21							
12/09/21							
02/24/22							
04/28/22							
06/23/22							

Y = Attended

X = Did not attend

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 joint meeting with the Board of Directors of the Reinvestment Zone Number Five, City of Houston, Texas, (the "Zone"), open to the public, via a video and telephonic conference meeting at 10:00 A.M. on June 24, 2021. This video and telephonic 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.

TO ATTEND VIA VIDEO:

LINK: https://us02web.zoom.us/j/85370945991?pwd=OVZxdW9xTmQxYUdjSitkbmVRU0F0UT09

Meeting ID: 853 7094 5991 Passcode: 192652

TO ATTEND VIA AUDIO ONLY:

Dial: 1-346-248-7799 Meeting ID: 853 7094 5991 Passcode: 192652

At the meeting, the following items will be considered and acted on:

- 1. CALL TO ORDER:
 - a. Receive comments and questions from the public;
- CONSENT AGENDA:
 - a. Minutes of previous meetings:
 - i) Approve Authority minutes of April 22, 2021: 4
 - ii) Approve Zone minutes of April 22, 2021; 9
 - b. Developer Reports (Authority only):
 - i) Quarterly GID update;
 - ii) Quarterly Hanover update; 11
 - c. Financial matters (Authority only):
 - i) Receive Financial Report Summary, including account and fund activity statements; 16
 - ii) Receive Investment Report; 28
- CHAIR REPORT (Authority only);
- 4. PRESIDENT REPORT (Authority only):
 - a. Approve Change Order Resolution; 29
- 5. **EMPLOYEE MATTERS** (Authority only);
 - a. Approve suspension of Consulting Services Agreement [SMW Principle Solutions, Inc.]; 33
 - b. Approve Employment Agreement [Sherry Weesner]; 34
 - c. Approve Employee Handbook; 44
 - d. Authorize Finance Committee to select employee retirement program and fund manager;
- 6. **PROJECTS AND ENGINEERING** (Authority only):
 - a. Receive Projects Committee Report: 61
 - i) Approve J|C FY 2021 Work Authorization No. 2 [general services]; 62
 - b. Shepherd/Durham and Selected Cross Streets Reconstruction [CIP Project T-0523A]:
 - i) Update on project development:
 - A. Approve J|C Work Authorization T-0523A No. 6 [Phase I CPS]; 64

- Authorize RFQ for CM/MTS, and authorize Projects Committee to select and negotiate contract;
- iii) Authorize Chair/President to execute Grant Agreement;
- iv) Approve Interlocal Agreement with City for Engineering Design and Construction (Phase 1); 72
- v) Authorize advertisement for bids;
- c. North Canal Project [CIP Project T-0525]:
 - i) Update on project development;
 - ii) Approve Interlocal Agreement with City (Cost Sharing); 85
- d. Heights Boulevard Bicycle and Pedestrian Safety Improvements [CIP Project T-0527]:
 - i) Update on project development;
- e. West Dallas Restriping Project [CIP Project T-0528];
 - i) Update on project development;
- f. Trail Segment between White Oak Bayou and Memorial Park [CIP Project T-0530];
 - i) Update on project development;
- g. Heights Boulevard Bicycle and Pedestrian Safety Improvements, West Dallas Restriping Project, Trail Segment between White Oak Bayou and Memorial Park [construction portion] [CIP Project T-0531]:
 - Authorize advertisement for bids and authorize Projects Committee to approve award of contract:
- h. Zone Wide Safety and Mobility Projects [CIP Project T-532]:
 - i) Approve J|C Work Authorization T-532; 96
- i. Zone Wide Localized Storm Water Management Projects [CIP Project T-533]:
 - i) Approve J|C Work Authorization T-533; 101
- j. Approve related pay estimates or change orders, or other design, construction, or management contract administration items, and authorize other appropriate action;
- 7. **FINANCIAL MATTERS** (Authority only):
 - a. Banking relationship update:
 - b. Authorize payment of invoices;
 - Authorize Requisition No. 2 to Regions Bank for Reimbursement of Projects Costs from Bond Proceeds: 106
 - d. Approve Engagement Letter for bookkeeping and financial report services [TMAS]; 110
 - e. Authorize other appropriate action;
- 8. ATTORNEY REPORT;
- 9. <u>EXECUTIVE SESSION</u> (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;
 - Reconvene public session and authorize appropriate action regarding executive session discussion:
- 10. CONSIDER, CONFIRM, OR RATIFY ACTIONS OF THE AUTHORITY, AS NECESSARY (Zone only);
- 11. 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. These actions allow 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.

SKLaw, Attorneys for the Authority and the Zone

MINUTES OF REGULAR MEETING OF MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY

APRIL 22, 2021

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 April 22, 2021, via video 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
Dr. Robert Stein Director
Marvin Pierre Director

and all of said persons were present, except Director Pierre, thus constituting a quorum.

Also present at the meeting were Sherry Weesner of SMW Principle Solutions, Inc., President of the Authority; Kristen Hennings and Erin Williford of Jones|Carter ("J|C"); Drew Masterson, Kristin Blomquist, and Ben Terry of Masterson Advisors, LLC; Jennifer Curley of the City of Houston; Jim Webb of The Goodman Corporation; Cassandra Robinson Bacon of The Morton Accounting Services ("TMAS"); Monica Aizpurua of Binkley & Barfield; Linda Trevino of Ride Metro; Payton Arens; Delia Cole; 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.

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.

CONSENT AGENDA

- a. Approval of the Authority and Zone minutes of March 4, 2021;
- b. Developer updates from GID and Hanover;
- c. Renewal of the insurance policies;
- d. Approval of the Financial Report Summary; and
- e. Approval of the 2022 meeting schedule.

Upon motion by Director Stein, seconded by Director Manriquez, the Board voted unanimously to approve the Consent Agenda.

CHAIR REPORT

Chair Lents updated the Board on the Authority's financing and stated that the \$40,000,000 Series 2021 Tax Increment Contract Revenue Bond Issue successfully closed, and thanked members of the team who worked diligently to move the issue forward.

Chair Lents reviewed with the Board a Director attendance sheet, the information of which is now

required by the City and asked that any corrections be sent to SKLaw.

Chair Lents advised a special meeting will be scheduled for May 20, 2021.

PRESIDENT REPORT

Ms. Weesner advised she has nothing to report.

SERIES 2021 TAX INCREMENT CONTRACT REVENUE BONDS

Bond funding update

Ms. Blomquist provided a bond funding updated, advising that the issue brought \$41,800,000 in CIP funding, with an interest rate of 2.71%. She further advised the bonds have been rated AA by Standard & Poor's.

Review flow of funds

Ms. Davis reviewed with the Board a chart describing the flow of bonds funds.

Review and approve Post Issuance Compliance Policy and Procedures

Ms. Davis reviewed the Post Issuance Compliance Policy and Procedures. She reviewed Security and Exchange Commission rules relating to required annual updates and the dissemination of financial information, which will be overseen by the Long-Term Finance Committee. Upon motion by Director Brown, seconded by Director Stein, and after full discussion, the Board voted unanimously to approve the Post Issuance Compliance Policy and Procedures, and to designate oversight responsibilities to the Long-Term Finance Committee.

Review and approve Depository Pledge Agreement

Ms. Davis advised that a Depository Pledge Agreement will not be necessary.

PROJECTS AND ENGINEERING

Receive Projects Committee Report

Director Brown updated the Board on Authority projects.

Shepherd and Durham Reconstruction

Update on project development

Ms. Hennings next updated the Board on the Shepherd/Durham and Selected Cross Streets Reconstruction [CIP Project T-0523A], advising that 90% plans for Phase I have been submitted to the City, and 100% plans are on track for submission in late May or early June.

Approve J|C Work Authorization T-0523A No. 5

Ms. Hennings reviewed with the Board Work Authorization T-0523A No. 5 for Phase II design work. She advised that, in order to keep the project moving, Phase II design work, from 15th Street to Interstate 10, will begin as soon as the Phase I plans are approved.

Upon motion by Stein, seconded by Director Manriquez, and after full discussion, the Board voted unanimously to approve J|C Work Authorization T-0523A No. 5 for Phase II design work.

Approve J|C Work Authorization T-0523A No. 6

Ms. Weesner advised consideration of the J|C Work Authorization T-0523A No. 6 will be tabled until a later meeting.

Project flow presentation

Ms. Hennings reviewed with the Board a Project Flow Chart for the Shepherd and Durham reconstruction project.

Authorize RFQ for Project Management

Ms. Weesner discussed the need to hire a Project Manager for the construction phase of the project, and noted that authorization of a RFQ for the position will be considered at a future meeting.

North Canal Project

Ms. Weesner reported on design progress, and discussed continued coordination with the City to determine scope and responsibilities.

Heights Boulevard Bicycle and Pedestrian Safety Improvements

Update on project development

Ms. Hennings updated the Board on the Heights Boulevard Bicycle and Pedestrian Safety Improvements [CIP Project T-0527], advising that coordination of final plan signatures by the City is ongoing.

West Dallas Restriping Project

Ms. Hennings updated the Board on the West Dallas Restriping Project [CIP Project T-0528], advising that plan comments were addressed and that coordination of final plan signatures by the City is also ongoing.

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], advising that preparation of final design plans and coordination with private utilities are ongoing.

Heights Boulevard Bicycle and Pedestrian Safety Improvements, West Dallas Restriping Project, Trail Segment between White Oak Bayou and Memorial Park

Director Brown advised that it is expected that approvals will be finalized and signatures obtained so that the three projects can be bundled by next month for advertising for bids as one project.

Approve related contract administration items

Director Brown discussed the Authority's participation in a grant application for the City for improvements along the Washington Avenue corridor between I-10 and downtown Houston.

FINANCIAL MATTERS

Receive Finance Committee Report

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

Banking Relationship Update

Secretary Hale-Harris discussed ongoing progress for the banking change to Frost Bank, including ACH capabilities.

Authorize credit card for Authority expenses

Secretary Hale-Harris advised that as the Authority's projects move forward, there will be the need for an Authority credit card for the payment of certain expenses. Chair Lents noted that the limit on the credit card will be set conservatively low. Upon motion by Director Brown, seconded by Director Stein, and after full discussion, the Board voted unanimously to authorize a credit card for Authority expenses.

Authorize payment of invoices

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

Review budget

The next item on the agenda was review the budget for the fiscal year ending June 30, 2022, and authorize submission to the City. Ms. Weesner reviewed with the Board the budget, which includes five-year CIP projections, which are updated annually. She discussed communications with the City, and the addition of projects for Zone safety and mobility improvements, and localized stormwater improvements.

Upon motion by Director Manriquez, seconded by Director Secretary Hale-Harris, and after full discussion, the Board voted unanimously to approve the draft budget for the fiscal year ending June 30, 2022, and authorize submission to the City.

Confirm engagement of Auditor

The Board then considered the confirmation of the Auditor for the fiscal year ending June 30, 2021. Secretary Hale-Harris advised that McCall Gibson Swedlund Barfoot, PLLC ("MGSB"), currently has an evergreen contract with the Authority for preparation of the annual audit, and recommended that the Board confirm the engagement for preparation of the audit for the fiscal year ending June 30, 2021. She advised that cost for preparation of the audit should not exceed \$12,000.00.

Upon motion by Direct Manriquez, seconded by Director Brown, and after full discussion, the Board voted unanimously to confirm the engagement of MGSB for preparation of the Authority's audit for the fiscal year ending June 30, 2021.

Other financial matters

Ms. Davis reviewed with the Board a proposed Resolution Authorizing Participation in the TexPool Investment Pools, and Designating Authorized Representatives. She advised that the Resolution designates specific employees of Regions Bank as authorized representatives for the Authority for the investment of Authority funds at TexPool. Upon motion by Director Manriquez, seconded by Director Stein, and after full discussion, the Board voted unanimously to approve the Resolution Authorizing Participation in the TexPool Investment Pools, and Designating Authorized Representatives.

Ms. Weesner then reviewed with the Board the quarterly investment report.

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.

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 in progress.

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

Secretary
Memorial-Heights Redevelopment Authority

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

APRIL 22, 2021

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 April 22, 2021, 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
Alejandro Colom Vice Chair
Janice Hale-Harris Secretary
Bryan Brown Director
Christopher David Manriquez
Dr. Robert Stein Director
Marvin Pierre Director

and all of said persons were present, except Director Pierre, thus constituting a quorum.

Also present at the meeting were Sherry Weesner of SMW Principle Solutions, Inc., President of the Authority; Kristen Hennings and Erin Williford, and Ben Terry of Jones|Carter ("J|C"); Drew Masterson, Kristin Blomquist, and Ben Terry of Masterson Advisors, LLC; Jennifer Curley of the City of Houston; Jim Webb of The Goodman Corporation; Cassandra Robinson Bacon of The Morton Accounting Services ("TMAS"); Monica Aizpurua of Binkley & Barfield; Linda Trevino of Ride Metro; Payton Arens; Delia Cole; 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 March 4, 2021, meeting. Upon motion by Director Stein, seconded by Director Manriquez, 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 in progress.

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

Secretary
Reinvestment Zone Number Five,
City of Houston, Texas

HANOVER AUTRY PARK

QUARTERLY REPORT #7

6/18/21

1. SITE INFRASTRUCTURE DEVELOPMENT

DESIGN STATUS

INFRASTRUCTURE & OFF-SITE INTERSECTIONS DESIGN DEVELOPMENT

- Sanitary Upgrades at Allen Parkway (Langford Engineers)
 - Hanover has engaged an engineering firm to design and permit the upgrades to the 18" sanitary system along Allen Parkway. The drawings have been designed and submitted to the City of Houston for permit. This scope is anticipated to start in June 2021.
 - The City of Houston has revised their previous design requirements for the routing of the proposed sanitary upgrades. This is requiring Hanover to redesign this system again as the team is continuing to address permit comments. Hanover is in process of revising this design to resubmit for permitting. Barring continued permitting delays, Hanover anticipates starting this work mid-summer 2021.

LANDSCAPE / HARDSCAPE DESIGN DEVELOPMENT (OJB)

- Landscape/ Hardscape 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.
 - Hanover has submitted the final 60% design review set to the TIRZ. This included all landscape and hardscape elements for the Assemblage, Site A, and Site E. These are the landscape and hardscape elements that will be delivered with the first phase turnover. Hanover anticipates starting landscape and hardscape improvements within the next month.
- Site B Retaining Walls
 - Due to the proposed design of the Site B development by the ground lease tenant, the retaining walls will be designed and constructed as the tenant develops the site.
 - Due to the integrated nature of the Site B retaining walls with the ground lease tenant's building design, Hanover has delegated the design and construction of these walls to the B1 ground lease tenant.
- Trail Connection
 - Hanover is continuing to develop the design for the trail connection at Allen Parkway and Buffalo Park
 Drive.
 - Through additional coordination with BBP and the Kinder Foundation for the proposed trail connection, Hanover has engaged assistance from Geoff Carleton with Traffic Engineers to finalize a concept design of the trail connection. This is intended to ensure alignment with the Buffalo Bayou Park design principles which also accounts for AASHTO guidelines. Through this process, Hanover has developed a revised concept design and is further developing permit plans for this scope. Hanover is continuing to engage BBP and the Kinder Foundation through the design process.

SITE G PARK & POD BUILDINGS / SITE F TEMPORARY PARK

- Design Development
 - The design of the Site G Park, Pod Buildings, and Site F temporary park has been completed.
 Hanover is working to finalize all costs associated with these elements. Hanover anticipates starting construction on these scopes in June 2021.
 - Hanover has received the sitework permit for Site G Park. Start of construction is imminent for the Site G Park and Site F temporary park. Hanover has submitted permit drawings for the

Site G Pod Buildings. The building permit for the Pod Buildings is anticipated for August with a start of construction to follow shortly after.

PERMITTING STATUS

Design & Permitting

Private Grading Plans APPROVED

Site B Retaining Walls BY GROUND LEASE TENANT

CenterPoint Ductbank **APPROVED APPROVED** CoH Street Lights CenterPoint Gas **APPROVED** Telecom Ductbank **APPROVED** W Dallas Hydrant **APPROVED** Public Infrastructure **APPROVED** Correction #1 **APPROVED** Correction #2 **APPROVED** Off-site Signalization **APPROVED Trail Connection IN DESIGN**

Site G Park Pod Buildings SUBMITTED TO COH
Sanitary Sewer Upgrades SUBMITTED TO COH

GMP DEVELOPMENT

GMP 1 – DEMOLITION

• Demolition work has been completed.

GMP 2 - WET UTILITIES

Wet Utilities work has been completed.

GMP 3 – INFRASTRUCTURE BUILD-OUT

• Agreement executed with Owner. Infrastructure work has been guaranteed.

GMP 4 – CULLEN BUILDING DEMOLITION & ABATEMENT

• Agreement executed with Owner. Demolition work is on-going.

GMP 5 - MISCELLANEOUS ASSEMBLAGE DESIGN ELEMENTS

- Site G Central Park
 - Guaranteed costs will be finalized with the design of the park resulting from the final design of the pod buildings in the park.
 - The Site G Central Park final budget has been guaranteed with construction start imminent.
- Allen Parkway Trail Connection Improvements
 - As Hanover works through design guidelines, Hanover will finalize the design and associated construction costs.
 - Hanover is working to finalize the design and receive approval from CoH, BBP, and Kinder Foundation before finalizing the budget for this scope.

- 18" Sanitary upgrade in Allen Parkway
 - Following permit issuance from the CoH. Hanover will guarantee these costs.
 - Hanover is awaiting permit approval from City of Houston to guarantee the final budget for this scope of work.

2. VERTICAL DEVELOPMENTS

SITE A

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

- Design & Permitting Status
 - o 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 3rd quarter of 2021.

SITE E

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

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

SITE D

On Hold

Program for Site D Office Building is being reevaluated.

- Lease up Efforts
 - Hanover and its partners have engaged a real estate brokerage to establish lease up efforts.

SITE F

On Hold

Program for Site F Hotel is being reevaluated.

• A temporary park is being constructed in the interim as the Site F hotel plans are still on hold.

SITE B1

2 or 5 Story Mixed Services Concept TBD

- Leasing Efforts
 - Hanover has executed an LOI with a ground lease tenant to develop the B1 property. Design efforts are underway with construction anticipated to start within the next 12 months.
 - The lease agreement with the ground lease tenant at B1 is in review with both Hanover and the tenant. The tenant is nearing design kick-off of the development planned on the B1 site.
 Construction start is anticipated within 12 months.

SITE B

High Rise TBD

- Design Status
 - As the B1 property has an intent to be leased, Hanover is evaluating the progressing the design of the residential tower at this property.

 The ground floor plane design for the B2 development has continued to be coordinated with the B1 site development as they communicate extensively with each other. Design progression for the B2 tower will potentially kick-off in the coming months.

SITE C

High Rise TBD

- Design Status
 - No status currently

3. CONSTRUCTION PROGRESS UPDATE

Monthly Progress

- Demolition & Abatement
 - Demolition and abatement have commenced on the Site C property. Completion of this work is anticipated for July 2021.
 - Demolition of the Site C property is nearing completion. The above grade structure has been removed. Hanover is currently working to remove the basement foundation.
 Completion is still anticipated for July 2021.
- Dry Utility Installation
 - All CenterPoint underground infrastructure has been installed. CenterPoint is now on-site pulling conductors underground in order to begin the transition of the overhead service underground.
 Telecom infrastructure will be complete in the coming weeks for service providers to begin pulling their cabling to also relocate their overhead services underground.
 - With all underground infrastructure installed, CenterPoint has been pulling primary electrical cables in the underground duct banks. AT&T has also been in process of installing fiber in the underground duct banks. Hanover is coordinating with Comcast for installation of their underground services. Once all electrical and telecom services have been transitioned to the underground pathways, the overhead electrical, telecom, and utility poles will begin to be removed along W Dallas and Tirrell Street.
- Roadway Paving
 - All internal roadway paving has been completed.
- Off-Site Improvements
 - All traffic signal pole bases have been set. Pedestrian signal pole work at the Allen Parkway / Shepherd intersection has not yet started. This work will begin in the coming months.
 - O Hanover has started the right turn lane work at the W Dallas / Shepherd intersection. There have been underground conflicts that have cause this work to be delayed, but this will be completed in the coming weeks.
 - Due to an underground conflict with the 20" waterline and the storm infrastructure at the proposed right turn lane, completion of this work has been delayed. Hanover and LJA have continued coordinating with the City of Houston since May 2021 for a resolution to this issue. Hanover met with the head of Transportation and Drainage the week of 6/18/21 and is working to resolve this issue so the right turn lane work can be completed. Once this work is completed, off-site work will progress to the right turn lane at Allen Parkway and Shepherd.

HANOVER / TIRZ 5 AUTRY PARK DEVELOPMENT SCHEDULE UPDATE

COMPLETE
STARTED

CATEGORIES / SCOPE OF WORK	PERMITTING	START OF CONSTRUCTION	CONSTRUCTION COMPLETION
CATEGORY 1: Streetscape Work External to Hanover Development			
(from Property Line to Bak of Curb)			
Shepherd Drive and Northern Boundary of Autry Park Improvements	7/22/2020	6/7/2021	9/8/2021
Tirrell Street Improvements	7/22/2020	7/5/2021	8/4/2021
West Dallas Improvements Including High Comfort Bike Lane per Houston Bike Plan	7/22/2020	10/26/2020	8/4/2021
CATEGORY 2: Dry Utilities	4/24/2020	6/1/2020	3/24/2021
CATEGORY 3: Road Work External to Hanover Development			
Signalized Intersection at Allen Parkway and Main Street	7/22/2020	1/11/2021	7/30/2021
Signalized Interion at Shepherd Drive and Allen Parkway / Memorial Drive	7/22/2020	12/14/2021	7/30/2021
Signalized Intersection at West Dallas and Main Street	7/22/2020	11/16/2020	7/30/2021
New Right Turn Lane at West Dallas and Shepherd Drive	7/22/2020	2/8/2021	7/2/2021
CATEGORY 4: Streetscape Work Internal to Hanover Development (from Property Line to Back of Curb)			
Autry Square Streetscape	6/26/2019	5/31/2021	9/13/2021
Surrounding Site A	6/30/2020	5/24/2021	9/13/2021
Surrounding Site B	6/26/2019	TBD	TBD
Surrounding Site C	6/26/2019	TBD	TBD
Surrounding Site D	6/26/2019	TBD	TBD
Surrounding Site E	5/7/2020	8/18/2021	10/9/2021
Surrounding Site F	6/26/2019	7/15/2021	8/15/2021
CATEGORY 5: Road Work Within Hanover Development			
New Street - Main Street			
North Section	6/26/2019	9/21/2020	10/23/2020
Middle Section	6/26/2019	11/23/2020	12/9/2020
South Section	6/26/2019	1/11/2021	1/29/2021
New Road - Marston Drive Extension	6/26/2019	8/3/2020	9/9/2020
New Road - North Autry Drive	6/26/2019	8/10/2020	9/18/2020
New Road - Cogdell Street	6/26/2019	9/14/2020	10/23/2020
Reconstruction of Existing Marston Drive	6/26/2019	1/27/2021	3/10/2021
CATEGORY 7 - Wet Utilities	6/26/2019	7/15/2019	3/16/2021



Memorial Heights Redevelopment Authority Monthly Financial Report Summary June Board Meeting Thursday, June 24, 2021

At the beginning of April, the Memorial Heights Redevelopment Authority (TIRZ #5) beginning Operating Fund Balance was \$14,070,564. TIRZ #5 received a total of \$757, mainly from money market interest. During the period, TIRZ #5 processed \$616,319 in disbursements during the period. 83% of the disbursements related to disbursements to Jones & Carter for CIP Projects (\$508,838). The ending balance as of month end May 31, 2021 was \$13,455,002.

The invoices pending approval total \$218,309. See attached "Unpaid Bills Detail" Report on page 3. A transfer of \$220,000 is required from the Money Market Account to the Operating account to cover outstanding invoices.

There was \$411,857 spent for Capital Projects for the period. The project that utilized the majority of the funding was T-0523A Shepherd/Durham Reconstruction (\$400,949). See attached "Capital Improvement Projects" Report on page 4.

Memorial Heights Redevelopment Authority General Operating Fund As of May 31, 2021

General Operating Fund

BEGINNING BALAN	CE		\$	14,070,563.57
TexPool	oney Market Interest oney Market Interest	268.17 128.32 260.45 100.26	Monthly Interest Monthly Interest Monthly Interest Monthly Interest	
Total Revenu	Je		·	757.20
DISBURSEMENT	rs			
ACH ACH ACH ACH ACH 2407 ACH ACH ACH ACH ACH ACH ACH ACH ACH ACH	Goodman Corporation Jones & Carter McCall Gibson Swedlund Barfoot SMW Principle Solutions SK Law The Morton Accounting Services Urban Land Institute Goodman Corporation Jones & Carter SMW Principle Solutions SK Law TML Intergoverntal Risk Pool Goodman Corporation Jones & Carter SMW Principle Solutions SK Law TML Intergoverntal Risk Pool Goodman Corporation Jones & Carter SMW Principle Solutions SK Law The Morton Accounting Services	12,492.55 190,565.45 1,500.00 13,555.74 10,039.94 2,537.98 600.00 23,073.54 114,963.16 10,000.00 5,563.24 998.68 7,003.30 203,309.29 10,000.00 7,608.15 2,507.95	Engineering Consultant Capital Projects Bond review Admin Consulting Legal Expense CPA Services Membership Engineering Consultant Capital Projects Admin Consulting Legal Expense Insurance Engineering Consultant Capital Projects Admin Consulting Legal Expense Insurance Engineering Consultant Capital Projects Admin Consulting Legal Expense CPA Services	
	· ·			
Total Disbur	sements			616,318.97
ENDING BALANCE			<u>\$</u>	13,455,001.80
				May 31, 2021
LOCATION OF ASS		Balance		
Prosperity Opera Prosperity Money TexPool Investme	\$	23,881.71 1,844,315.92 11,586,804.17		
Total Account Balar	\$	13,455,001.80		

Memorial Heights Redevelopment Authority Unpaid Bills Detail As of June 16, 2021

A 788 Coodman Corporation	Type	Date	Num	Memo	Due Date	Open Balance
A	eLsqrd Med	lia Group				
Bill 05/31/2021 5-2021-51 MRA108.2 Project - Project Initiation and Design Phase 06/10/2021 1,700	Bill	05/31/2021	20	Maintenance, Support, Hosting and Email Marketing	06/10/2021	4,788.00
Bill 05/31/2021 5-2021-51	Total eLsqr	l Media Group				4,788.00
Bill 05/31/2021 5-2021-52 MRA109 Genéral Planning Support 06/10/2021 4,500						
Bill 05/31/2021 5-2021-53 MRA112 Project - Phase Bid Phase Grant Mingt 06/10/2021 4,500						1,700.00
Total Goodman Corporation						81.68
Bill 05/27/2021 00322241 Work Order 1 - Through May 21, 2021 06/06/2021 892	Bill	05/31/2021	5-2021-53	MRA112 Project - Phase I Bid Phase Grant Mngt	06/10/2021	4,500.00
Bill 05/27/2021 00322241 Work Order 1 - Through May 21, 2021 06/06/2021 1,306 1,	Total Goodn	nan Corporatior	1			6,281.68
Bill 05/27/2021 00322243 T0523A Shepherd Durham Cross Streets - PER Through 06/06/2021 1,306		rter Inc.				
Bill 05/27/2021 0032242 T0523A Shepherd Durham Grant Coordination - Through 06/06/2021 1985		05/27/2021				892.50
Bill 05/27/2021 00322244 T0523A Shepherd Durham Cross Streets - Final Design 06/06/2021 38,081 05/27/2021 00322245 T0523A Shepherd Durham Cross Streets - Phase 2 Thro 06/06/2021 3,106 3,108						1,306.80
Bill 05/27/2021 00322245 T0523A Shepherd Durham Cross Streets - Phase 2 Thro 06/06/2021 3,106						195.00
Bill 05/27/2021 00322246 Work Order 7 - Through May 21, 2021 06/06/2021 112						186,381.46
Bill 05/27/2021 00322247 Work Order 1 - Through May 21, 2021 06/06/2021 1,020 337 Total Jones & Carter Inc. 193,352 Sanford Kuhl Hagan Kugle Parker Kahn Credit 05/28/2021 21-0036CR Credit issued for revised invoice -166 Credit 05/28/2021 21-0144CR Credit issued for revised invoice -81 Credit 05/28/2021 21-0299CR Credit issued for revised invoice -82 Credit 05/28/2021 21-0300CR Credit issued for revised invoice -83 Credit 05/28/2021 21-0300CR Credit issued for revised invoice -84 Credit 05/28/2021 21-0499 Admin/Meeting through April 2021 06/10/2021 265 Credit 05/31/2021 21-0489 Admin/Meeting through April 2021 06/10/2021 2.97 Credit 05/31/2021 21-0490 Legal services through May 2021 06/10/2021 2.97 Credit 05/31/2021 21-0491 Legal services through May 2021 06/10/2021 2.97 Credit 05/31/2021 21-0492 Legal services through May 2021 06/10/2021 2.97 Credit 05/31/2021 21-0493 Legal services through May 2021 06/10/2021 2.97 Credit 05/31/2021 21-0493 Legal services through May 2021 06/10/2021 37 Credit 05/31/2021 21-0493 Legal services through May 2021 06/10/2021 38 Credit 05/31/2021 21-0493 Legal services through May 2021 06/10/2021 38 Credit 05/31/2021 360 May Consulting 2021 06/10/2021 38 Credit 38 C						3,106.60
Bill 05/27/2021 00322240 Work Order 1 - Through May 21, 2021 06/06/2021 337						112.50
Total Jones & Carter Inc. 193,352						1,020.00
Sanford Kuhl Hagan Kugle Parker Kahn	Bill	05/27/2021	00322240	Work Order 1 - Through May 21, 2021	06/06/2021	337.50
Credit 05/28/2021 21-0036CR Credit issued for revised invoice -162 Credit 05/28/2021 21-0144CR Credit issued for revised invoice -81 Credit 05/28/2021 21-0299CR Credit issued for revised invoice -81 Credit 05/28/2021 21-0300CR Credit issued for revised invoice -162 Bill 05/31/2021 21-0489 Admin/Meeting through April 2021 06/10/2021 265 Bill 05/31/2021 21-0490 Legal services through May 2021 06/10/2021 2,970 Bill 05/31/2021 21-0491 Legal services through May 2021 06/10/2021 291 Bill 05/31/2021 21-0492 Legal services through May 2021 06/10/2021 731 Bill 05/31/2021 21-0493 Legal services through May 2021 06/10/2021 81 Total Sanford Kuhl Hagan Kugle Parker Kahn 3,852 SMW Principle Solutions, Inc. Bill 05/31/2021 1360 May Consulting 2021 06/10/2021 10,034 Total SMW Principle Solutions, Inc. 10,034	Total Jones	& Carter Inc.				193,352.36
Credit 05/28/2021 21-0144CR Credit issued for revised invoice -81 Credit 05/28/2021 21-0299CR Credit issued for revised invoice -81 Credit 05/28/2021 21-0300CR Credit issued for revised invoice -162 Bill 05/31/2021 21-0489 Admin/Meeting through April 2021 06/10/2021 265 Bill 05/31/2021 21-0490 Legal services through May 2021 06/10/2021 2,970 Bill 05/31/2021 21-0491 Legal services through May 2021 06/10/2021 291 Bill 05/31/2021 21-0492 Legal services through May 2021 06/10/2021 731 Bill 05/31/2021 21-0493 Legal services through May 2021 06/10/2021 81 Total Sanford Kuhl Hagan Kugle Parker Kahn 3,852 SMW Principle Solutions, Inc. 10,034 Total SMW Principle Solutions, Inc. 10,034	Sanford Ku	hl Hagan Kugl	e Parker Kahn			
Credit 05/28/2021 21-0299CR Credit issued for revised invoice -81 Credit 05/28/2021 21-0300CR Credit issued for revised invoice -162 Bill 05/31/2021 21-0489 Admin/Meeting through April 2021 06/10/2021 265 Bill 05/31/2021 21-0490 Legal services through May 2021 06/10/2021 2,970 Bill 05/31/2021 21-0491 Legal services through May 2021 06/10/2021 291 Bill 05/31/2021 21-0492 Legal services through May 2021 06/10/2021 731 Bill 05/31/2021 21-0493 Legal services through May 2021 06/10/2021 81 Total Sanford Kuhl Hagan Kugle Parker Kahn 3,852 SMW Principle Solutions, Inc. Bill 05/31/2021 1360 May Consulting 2021 06/10/2021 10,034 Total SMW Principle Solutions, Inc. 10,034	Credit	05/28/2021	21-0036CR	Credit issued for revised invoice		-162.50
Credit 05/28/2021 21-0300CR Credit issued for revised invoice -162 Bill 05/31/2021 21-0489 Admin/Meeting through April 2021 06/10/2021 265 Bill 05/31/2021 21-0490 Legal services through May 2021 06/10/2021 2,970 Bill 05/31/2021 21-0491 Legal services through May 2021 06/10/2021 291 Bill 05/31/2021 21-0492 Legal services through May 2021 06/10/2021 731 Bill 05/31/2021 21-0493 Legal services through May 2021 06/10/2021 81 Total Sanford Kuhl Hagan Kugle Parker Kahn 3,852 SMW Principle Solutions, Inc. Bill 05/31/2021 1360 May Consulting 2021 06/10/2021 10,034 Total SMW Principle Solutions, Inc. 10,034	Credit	05/28/2021	21-0144CR	Credit issued for revised invoice		-81.25
Bill 05/31/2021 21-0489 Admin/Meeting through April 2021 06/10/2021 265 Bill 05/31/2021 21-0490 Legal services through May 2021 06/10/2021 2,970 Bill 05/31/2021 21-0491 Legal services through May 2021 06/10/2021 291 Bill 05/31/2021 21-0492 Legal services through May 2021 06/10/2021 731 Bill 05/31/2021 21-0493 Legal services through May 2021 06/10/2021 81 Total Sanford Kuhl Hagan Kugle Parker Kahn SMW Principle Solutions, Inc. Bill 05/31/2021 1360 May Consulting 2021 06/10/2021 10,034 Total SMW Principle Solutions, Inc. 10,034		05/28/2021	21-0299CR	Credit issued for revised invoice		-81.25
Bill 05/31/2021 21-0490 Legal services through May 2021 06/10/2021 2,970 Bill 05/31/2021 21-0491 Legal services through May 2021 06/10/2021 291 Bill 05/31/2021 21-0492 Legal services through May 2021 06/10/2021 731 Bill 05/31/2021 21-0493 Legal services through May 2021 06/10/2021 81 Total Sanford Kuhl Hagan Kugle Parker Kahn 3,852 SMW Principle Solutions, Inc. Bill 05/31/2021 1360 May Consulting 2021 06/10/2021 10,034 Total SMW Principle Solutions, Inc. 10,034	Credit	05/28/2021	21-0300CR	Credit issued for revised invoice		-162.50
Bill 05/31/2021 21-0491 Legal services through May 2021 06/10/2021 291 Bill 05/31/2021 21-0492 Legal services through May 2021 06/10/2021 731 Bill 05/31/2021 21-0493 Legal services through May 2021 06/10/2021 81 Total Sanford Kuhl Hagan Kugle Parker Kahn 3,852 SMW Principle Solutions, Inc. Bill 05/31/2021 1360 May Consulting 2021 06/10/2021 10,034 Total SMW Principle Solutions, Inc. 10,034						265.00
Bill 05/31/2021 21-0492 Legal services through May 2021 06/10/2021 731 Bill 05/31/2021 21-0493 Legal services through May 2021 06/10/2021 81 Total Sanford Kuhl Hagan Kugle Parker Kahn 3,852 SMW Principle Solutions, Inc. Bill 05/31/2021 1360 May Consulting 2021 06/10/2021 10,034 Total SMW Principle Solutions, Inc. 10,034					06/10/2021	2,970.95
Bill 05/31/2021 21-0493 Legal services through May 2021 06/10/2021 81 Total Sanford Kuhl Hagan Kugle Parker Kahn 3,852 SMW Principle Solutions, Inc. Bill 05/31/2021 1360 May Consulting 2021 06/10/2021 10,034 Total SMW Principle Solutions, Inc. 10,034						291.25
Total Sanford Kuhl Hagan Kugle Parker Kahn \$\frac{3,852}{8}\$ SMW Principle Solutions, Inc. Bill 05/31/2021 1360 May Consulting 2021 06/10/2021 10,034 Total SMW Principle Solutions, Inc. 10,034						731.25
SMW Principle Solutions, Inc. Bill 05/31/2021 1360 May Consulting 2021 06/10/2021 10,034 Total SMW Principle Solutions, Inc. 10,034	Bill	05/31/2021	21-0493	Legal services through May 2021	06/10/2021	81.25
Bill 05/31/2021 1360 May Consulting 2021 06/10/2021 10,034 Total SMW Principle Solutions, Inc. 10,034	Total Sanfor	⁻ d Kuhl Hagan k	Kugle Parker Ka	hn		3,852.20
Total SMW Principle Solutions, Inc.	SMW Princi	iple Solutions,	Inc.			
	Bill	05/31/2021	1360	May Consulting 2021	06/10/2021	10,034.32
TAL 218,308	Total SMW	Principle Solutio	ons, Inc.			10,034.32
	TAL					218,308.56

Memorial Heights Redevelopment Authority Capital Improvement Projects

April through May 2021

	Date	Num	Name	Memo	Amount
apital Impi	rovement Pla	n			
T-0523 SI	hepherd/Durh	nam Reconstr			
Bill	04/30/2021	4-2021-38	Goodman Corporation	Task 1 - \$22,500	0.0
Bill	04/30/2021	4-2021-38	Goodman Corporation	Task 2 - \$22,500	1,125.0
Credit	05/28/2021	21-0036CR	Sanford Kuhl Hagan Kugle Pa	Credit issued for revised invoice	-162.
Credit	05/28/2021	21-0300CR	Sanford Kuhl Hagan Kugle Pa	Credit issued for revised invoice	-162.
Bill	05/31/2021	5-2021-53	Goodman Corporation	Task 1 - \$22,500	1,125.0
Bill	05/31/2021	5-2021-53	Goodman Corporation	Task 2 - \$22,500	3,375.
Total T-05	523 Shepherd	/Durham Recor	nstr		5,300.
		rham & Cross			
Bill	04/30/2021	1343	SMW Principle Solutions, Inc.	April 2021 Consulting	2,625.
Bill	04/30/2021	4-2021-35	Goodman Corporation	Task 1 - \$85,000	2,550.
Bill	04/30/2021	4-2021-37	Goodman Corporation	Task 1 - \$45,000	1,350.
Bill	04/30/2021	00320577	Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets - PER Through- Through Apr 2	1,750.
Bill	04/30/2021	00320576	Jones & Carter Inc.	T0523A Shepherd Durham Grant Coordination - Through Apr 23, 2021	195.
Bill	04/30/2021	00320578	Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets - Final Design Through Apr 23,	191,041.
Bill	04/30/2021	00320579	Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets - Phase 2 Through Apr 23, 2021	6,213.
Bill	04/30/2021	21-0383	Sanford Kuhl Hagan Kugle Pa	Legal services through April 2021	406
Bill	05/27/2021	00322243	Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets - PER Through- Through May	1,306
Bill	05/27/2021	0032242	Jones & Carter Inc.	T0523A Shepherd Durham Grant Coordination - Through May 21, 2021	195
Bill	05/27/2021	00322244	Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets - Final Design Through May 21	186,381
Bill	05/27/2021	00322245	Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets - Phase 2 Through May 21, 2021	3,106
Bill	05/31/2021	5-2021-51	Goodman Corporation	Task 1 - \$85,000	1,700
Bill	05/31/2021	1360	SMW Principle Solutions, Inc.	May 2021 Consulting	1,837
Bill	05/31/2021	21-0491	Sanford Kuhl Hagan Kugle Pa	Legal services through May 2021	291
Total T-05	523A Shepher	d Durham & Cr	ross		400,949
T 0525 D.	econst Bridge	os Whito Oa			
Bill			CMM/ Dringinla Calutiona Inc	April 2024 Consulting North Const	375.
	04/30/2021	1343	SMW Principle Solutions, Inc.	April 2021 Consulting North Canal	
Bill	04/30/2021	21-0384	Sanford Kuhl Hagan Kugle Pa	Canal Project	325.
Bill	05/31/2021	1360	SMW Principle Solutions, Inc.	May 2021 Consulting North Canal	225
Bill	05/31/2021	21-0492	Sanford Kuhl Hagan Kugle Pa	Canal Project	731.
Total T-05	525 Reconst B	Bridges White C)a		1,656.
T-0527 H	eights Blvd P	edestrian			
Bill	04/30/2021	1343	SMW Principle Solutions, Inc.	April 2021 Consulting	112
Bill	04/30/2021	00320580	Jones & Carter Inc.	Heights Blvd Pedestrian & Bicycle Safety Impr.	1,350
		00322346			1,330
Bill	05/27/2021		Jones & Carter Inc.	Heights Blvd Pedestrian & Bicycle Safety Impr.	
Bill	05/31/2021	1360	SMW Principle Solutions, Inc.	May 2021 Consulting	262
Bill	05/31/2021	21-0493	Sanford Kuhl Hagan Kugle Pa	Legal services through May 2021	81
Total T-05	527 Heights B	lvd Pedestrian			1,918
T-0528 Sf	treets Btw Sh	ep & Durha			
Bill	04/30/2021	1343	SMW Principle Solutions, Inc.	April 2021 Consulting West Dallas	75
Bill	04/30/2021	00320581	Jones & Carter Inc.	West Dallas Restriping	450
Bill	05/27/2021	00322247	Jones & Carter Inc.	West Dallas Restriping	1,020
Bill	05/31/2021	1360	SMW Principle Solutions, Inc.	May 2021 Consulting West Dallas	150
Total T-05	528 Streets Bt	w Shep & Durh	a		1,695
	hite Oak Bay			Will Old March	007
	05/27/2021	00322240	Jones & Carter Inc.	White Oak to Memorial	337
T-0530 W Bill					337
Bill	530 White Oak	k Bayou & Mem	nori		
Bill Total T-05	530 White Oak I Improvement	•	nori		411,856

Memorial Heights Redevelopment Authority Profit & Loss Budget vs. Actual July 2020 through May 2021

	Jul '20 - May 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Interest Income	15,289.35	25,000.00	-9,710.65	61.2%
Revenue - Other	0.00	40,000,000.00	-40,000,000.00	0.0%
Tax Increment - City	0.00	6,533,346.00	-6,533,346.00	0.0%
Tax Increment Interest	0.00	4,210.00	-4,210.00	0.0%
Total Income	15,289.35	46,562,556.00	-46,547,266.65	0.0%
Cost of Goods Sold				
Capital Improvement Plan	40.00			
T-0511 Mkt Studemont to Heights	40.63			
T-0512 White Oak Design	40.62			4.00/
T-0520 Houston Ave & White Oak	12,737.05	300,000.00	-287,262.95	4.2%
T-0521 Little Thicket Park Impr	2,630.00	300,000.00	-297,370.00	0.9%
T-0523 Shepherd/Durham Reconstr	32,300.00	0.00	32,300.00	100.0%
T-0523A Shepherd Durham & Cross	2,287,204.94	1,500,000.00	787,204.94	152.5%
T-0525 Reconst Bridges White Oa	7,833.75	13,000,000.00	-12,992,166.25	0.1%
T-0527 Heights Blvd Pedestrian	15,870.64	1,220,000.00	-1,204,129.36	1.3%
T-0528 Streets Btw Shep & Durha	10,770.00	500,000.00	-489,230.00	2.2%
T-0530 White Oak Bayou & Memori	40,267.50	220,000.00	-179,732.50	18.3%
T-0599 Concrete Panel Replace	0.00	25,000.00	-25,000.00	0.0%
Capital Improvement Plan - Other	21,820.00			
Total Capital Improvement Plan	2,431,515.13	17,065,000.00	-14,633,484.87	14.2%
Total COGS	2,431,515.13	17,065,000.00	-14,633,484.87	14.2%
Gross Profit	-2,416,225.78	29,497,556.00	-31,913,781.78	-8.2%
Expense				
Developer Reimbursement	264,284.44	306,000.00	-41,715.56	86.4%
Municipal Services	0.00	160,652.00	-160,652.00	0.0%
Program and Project Consultants				
Engineering Consultants	25,712.50	75,000.00	-49,287.50	34.3%
Legal Expense	43,542.00	100,000.00	-56,458.00	43.5%
Planning Consultants	11,588.07	50,000.00	-38,411.93	23.2%
Total Program and Project Consultants	80,842.57	225,000.00	-144,157.43	35.9%
TIRZ Administration & Overhead				
Accounting	15,713.02	25,000.00	-9,286.98	62.9%
Administration	81,146.80	120,000.00	-38,853.20	67.6%
Auditing	8,500.00	10,000.00	-1,500.00	85.0%
Insurance	964.68	1,000.00	-35.32	96.5%
Office Expenses	9,564.00	20,000.00	-10,436.00	47.8%
Tax Consultant	2,400.00	25,000.00	-22,600.00	9.6%
TIRZ Administration & Overhead - Other	9,500.00			
Total TIRZ Administration & Overhead	127,788.50	201,000.00	-73,211.50	63.6%
Total Expense	472,915.51	892,652.00	-419,736.49	53.0%
	0.000 444.00	00 004 004 00	24 404 045 20	10 10/
Net Ordinary Income	-2,889,141.29	28,604,904.00	-31,494,045.29	-10.1%

Memorial Heights Redevelopment Authority Balance Sheet Prev Year Comparison As of May 31, 2021

	May 31, 21	May 31, 20	\$ Change	% Change
ASSETS Current Assets				
Checking/Savings Prosperity - Money Market Prosperity Bank - Operating TexPool Investment	1,844,315.92 23,881.71 11,586,804.17	140,603.84 34,972.95 12,174,443.62	1,703,712.08 -11,091.24 -587,639.45	1,211.7% -31.7% -4.8%
Total Checking/Savings	13,455,001.80	12,350,020.41	1,104,981.39	9.0%
Total Current Assets	13,455,001.80	12,350,020.41	1,104,981.39	9.0%
TOTAL ASSETS	13,455,001.80	12,350,020.41	1,104,981.39	9.0%
LIABILITIES & EQUITY Liabilities Current Liabilities				
Accounts Payable	218,308.56	290,188.53	-71,879.97	-24.8%
Total Current Liabilities	218,308.56	290,188.53	-71,879.97	-24.8%
Total Liabilities	218,308.56	290,188.53	-71,879.97	-24.8%
Equity Retained Earnings Net Income	16,125,834.53 -2,889,141.29	13,511,048.15 -1,451,216.27	2,614,786.38 -1,437,925.02	19.4% -99.1%
Total Equity	13,236,693.24	12,059,831.88	1,176,861.36	9.8%
TOTAL LIABILITIES & EQUITY	13,455,001.80	12,350,020.41	1,104,981.39	9.0%

Accrual Basis

Туре	Date	Num	Adj	Name	Memo	Amount
	ncome/Expense					
Inco						
	terest Income				Interest	29.78
Deposit Deposit					Interest Interest	2,099.62
Deposit					Interest	2,099.02
Deposit					Interest	1,746.55
					Interest	1,051.79
Deposit Deposit						1,402.62
					Interest	831.02
Deposit	10/31/2020				Interest Interest	
Deposit						1,312.77 713.69
Deposit	11/30/2020				Interest	1.171.93
Deposit	11/30/2020				Interest	,
Deposit					Interest	894.43
Deposit					Interest	646.96
Deposit					Interest	386.08
Deposit					Interest	779.88
Deposit	02/28/2021				Interest	311.63
Deposit					Interest	382.74
Deposit					Interest	309.71
Deposit					Interest	184.29
Deposit					Interest	268.17
Deposit					Interest	128.32
Deposit	05/31/2021				Interest	260.45
Deposit					Interest	100.26
To	otal Interest Income	е				15,289.35
Total	Income					15,289.35
	of Goods Sold apital Improveme	nt Plan				
	T-0511 Mkt Stud	lemont to Heigh	nts			
Bill	11/30/2020	20-2236		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through November 2020	40.63
	Total T-0511 Mkt	Studemont to H	leights			40.63
Bill	T-0512 White Oa 11/30/2020	ak Design 20-2236		Sonford Kuhl Hagan Kugla Darkar Kahn	Logal carriage through Nevember 2020	40.62
DIII				Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through November 2020	
	Total T-0512 Whi	· ·				40.62
0	T-0520 Houston		ак *	DAC Industries Inc	December of the section of	00 740 67
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
Bill	09/30/2020	00310755		Jones & Carter Inc.	Work Order 2 - Through Sept 25,2020	600.00
Bill	09/30/2020	20-2053		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through September 2020	75.00
Bill	10/31/2020	1303		SMW Principle Solutions, Inc.	October Consulting 2020	187.50
Bill	11/30/2020	00313632		Jones & Carter Inc.	Work Order 2 - Through Nov 27, 2020	70.00
Bill Bill	11/30/2020 12/31/2020	Pay Requ 00314944		RAC Industries, Inc. Jones & Carter Inc.	Pay Request 14 - \$1,145,903 Contract (w/CO Work Order 2 - Through Dec 25, 2020	36,145.22 175.00
	Total T-0520 Hou	ıston Ave & Whi	te Oak			12,737.05
	T-0521 Little Thi					
Gene	07/01/2020	CPA 20-1R	*	Millis Equipment LLC	Record retainage for project	-21,598.44
Bill	07/30/2020	Pay App 6		Millis Equipment LLC	Little Thicket Park - Contract \$392,654.75 - Re	21,598.44
Bill	07/30/2020	00307913		Jones & Carter Inc.	Work Order 6 - Through July 24, 2020 final de	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
Bill	09/30/2020	1301		SMW Principle Solutions, Inc.	September Consulting 2020	37.50
Bill	09/30/2020	20-2055		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through September 2020	97.50
Bill	10/31/2020	1303		SMW Principle Solutions, Inc.	October Consulting 2020	600.00
Bill	11/30/2020	1316		SMW Principle Solutions, Inc.	November Consulting 2020	262.50
Bill	12/31/2020	1321		SMW Principle Solutions, Inc.	December 2020 Consulting	225.00
Bill	01/31/2021	21-0035		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through January 2021	97.50
Bill	02/25/2021	21-0146		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through February 2021	81.25
	Total T-0521 Little	e Thicket Park I	mpr			2,630.00

Accrual Basis

Туре	Date	Num	Adj	Name	Memo	Amount
	T-0523 Shephere	d/Durham Rec	onstr			
Bill	01/31/2021	1-2021-38		Goodman Corporation	Task 1 - \$22,500	2,250.00
Bill	01/31/2021	1-2021-38		Goodman Corporation	Task 2 - \$22,500	2,250.00
Bill	02/28/2021	2-2021-32		Goodman Corporation	Task 1 - \$22,500	5,625.00
Bill Bill	02/28/2021 03/31/2021	2-2021-32 3-2021-24		Goodman Corporation Goodman Corporation	Task 2 - \$22,500 Task 1 - \$22,500	3,375.00 9,000.00
Bill	03/31/2021	3-2021-24		Goodman Corporation	Task 2 - \$22,500	4,500.00
Bill	04/30/2021	4-2021-38		Goodman Corporation	Task 1 - \$22,500	0.00
Bill	04/30/2021	4-2021-38		Goodman Corporation	Task 2 - \$22,500	1,125.00
Credit	05/28/2021	21-0036CR		Sanford Kuhl Hagan Kugle Parker Kahn	Credit issued for revised invoice	-162.50
Credit	05/28/2021	21-0300CR		Sanford Kuhl Hagan Kugle Parker Kahn	Credit issued for revised invoice	-162.50
Bill	05/31/2021	5-2021-53		Goodman Corporation	Task 1 - \$22,500	1,125.00
Bill	05/31/2021 Total T-0523 She	5-2021-53	Recons	Goodman Corporation	Task 2 - \$22,500	3,375.00
	T-0523A Shephe	•		u		32,300.00
Bill	07/30/2020	00307910	3.000	Jones & Carter Inc.	T0523A Shepherd Durham Grant Coord - Thro	818.75
Bill	07/30/2020	00307911		Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets - Thr	11,128.85
Bill	07/30/2020	00307912		Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets Final	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 Bill	08/31/2020 08/31/2020	8-2020-43 00309444		Goodman Corporation Jones & Carter Inc.	Task 1 - \$85,000 T0523A Shepherd Durham Cross Streets - Thr	4,250.00 10,947.50
Bill	08/31/2020	00309445		Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets Final	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
Bill	09/30/2020	9-2020-11		Goodman Corporation	Task 1 - \$85,000	2,550.00
Bill	09/30/2020	9-2020-12		Goodman Corporation	Task 1 - \$45,000	900.00
Bill	09/30/2020	00310756		Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets - Thr	21,092.50
Bill Bill	09/30/2020	00310757 1301		Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets Final	236,726.85 2,025.00
Bill	09/30/2020 09/30/2020	20-2056		SMW Principle Solutions, Inc. Sanford Kuhl Hagan Kugle Parker Kahn	September Consulting 2020 Legal services through September 2020	160.00
Bill	10/28/2020	00312083		Jones & Carter Inc.	T0523A Shepherd Durham Grant Coordination	215.00
Bill	10/28/2020	00312084		Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets - Thr	19,650.00
Bill	10/28/2020	00312085		Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets - Fin	411,609.15
Bill	10/30/2020	20-2109		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through October 2020	643.75
Bill	10/31/2020	1303		SMW Principle Solutions, Inc.	October Consulting 2020	2,362.50
Bill	10/31/2020	10-2020-34		Goodman Corporation	Task 1 - \$85,000	5,950.00
Bill Bill	10/31/2020 11/30/2020	10-2020-36 11-2020-39		Goodman Corporation	Task 1 - \$45,000 Task 1 - \$85,000	2,700.00 2,550.00
Bill	11/30/2020	11-2020-39		Goodman Corporation Goodman Corporation	Task 1 - \$65,000 Task 1 - \$45,000	900.00
Bill	11/30/2020	00313631		Jones & Carter Inc.	T0523A Shepherd Durham Grant Coordination	877.50
Bill	11/30/2020	00313633		Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets - Thr	22,200.00
Bill	11/30/2020	00313634		Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets - Fin	135,923.70
Bill	11/30/2020	20-2237		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through November 2020	1,707.50
Bill	11/30/2020	1316		SMW Principle Solutions, Inc.	November Consulting 2020	5,475.00
Bill	12/31/2020	1321		SMW Principle Solutions, Inc.	December 2020 Consulting	5,362.50
Bill Bill	12/31/2020 12/31/2020	12-2020-27 00314945		Goodman Corporation Jones & Carter Inc.	Task 1 - \$85,000 T0523A Shepherd Durham Grant Coordination	4,250.00 215.00
Bill	12/31/2020	00314946		Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets - Thr	13,144.55
Bill	12/31/2020	00314947		Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets - Fin	101,322.58
Bill	12/31/2020	20-2443		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through December 2020	2,093.75
Bill	01/31/2021	1-2021-24		Goodman Corporation	Task 1 - \$85,000	2,550.00
Bill	01/31/2021	00316391		Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets - Thr	6,100.29
Bill	01/31/2021	00316390		Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets - Fin	212,824.81
Bill	01/31/2021 01/31/2021	1-2021-26		Goodman Corporation	Task 1 - \$45,000	450.00
Bill Bill	01/31/2021	21-0036 1326		Sanford Kuhl Hagan Kugle Parker Kahn SMW Principle Solutions, Inc.	Legal services through January 2021 January 2021 Consulting	1,525.00 3,112.50
Bill	02/25/2021	21-0147		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through February 2021	393.75
Bill	02/28/2021	2-2021-29		Goodman Corporation	Task 1 - \$85,000	3,400.00
Bill	02/28/2021	1333		SMW Principle Solutions, Inc.	February 2021 Consulting	2,325.00
Bill	02/28/2021	00317878		Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets - Thr	420.00
Bill	02/28/2021	00317879		Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets - PE	14,825.00
Bill	02/28/2021	00317880		Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets - Fin	170,723.85
Bill	02/28/2021	00317881		Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets - Ph	3,106.60
Bill Bill	03/31/2021 03/31/2021	1340 3-2021-20		SMW Principle Solutions, Inc. Goodman Corporation	March 2021 Consulting Task 1 - \$85,000	2,550.00 8,500.00
Bill	03/31/2021	3-2021-20		Goodman Corporation	Task 1 - \$65,000 Task 1 - \$45,000	900.00
Bill	03/31/2021	00319110		Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets - PE	5,250.00
Bill	03/31/2021	00319111		Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets - Fin	104,171.56
Bill	03/31/2021	00319112		Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets - Ph	3,106.60
Bill	03/31/2021	21-0300		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through March 2021	887.50
Bill	04/30/2021	1343		SMW Principle Solutions, Inc.	April 2021 Consulting	2,625.00
Bill	04/30/2021	4-2021-35		Goodman Corporation	Task 1 - \$85,000	2,550.00
Bill	04/30/2021	4-2021-37		Goodman Corporation	Task 1 - \$45,000	1,350.00
Bill Bill	04/30/2021 04/30/2021	00320577 00320576		Jones & Carter Inc. Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets - PE T0523A Shepherd Durham Grant Coordination	1,750.00 195.00
וווט	U-1/30/2021	00020010		Johns & Cartel IIIC.	10020A Onephera Damam Grant Coordination	190.00

Accrual Basis

Туре	Date	Num	Adj	Name	Memo	Amount
Bill	04/30/2021	00320578		Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets - Fin	191,041.09
Bill	04/30/2021	00320579		Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets - Ph	6,213.20
Bill	04/30/2021	21-0383		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through April 2021	406.25
Bill	05/27/2021	00322243		Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets - PE	1,306.80
Bill	05/27/2021	0032242		Jones & Carter Inc.	T0523A Shepherd Durham Grant Coordination	195.00
Bill	05/27/2021	0032242		Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets - Fin	186,381.46
Bill	05/27/2021	00322244		Jones & Carter Inc.	T0523A Shepherd Durham Cross Streets - Ph	3,106.60
Bill	05/31/2021	5-2021-51		Goodman Corporation	Task 1 - \$85,000	1,700.00
Bill	05/31/2021	1360		SMW Principle Solutions, Inc.	May 2021 Consulting	1,837.50
Bill	05/31/2021	21-0491		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through May 2021	291.25
וווט	Total T-0523A S		n & Cros		Legal services tillough way 2021	2,287,204.94
	T-0525 Recons	·				2,201,204.04
Bill	07/30/2020	1289	. Oa	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
Bill	09/30/2020	1301		SMW Principle Solutions, Inc.	September Consulting 2020	300.00
Bill	09/30/2020	20-2057		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through September 2020	1,917.50
Bill	10/31/2020	1303		SMW Principle Solutions, Inc.	October Consulting 2020	225.00
Bill	01/31/2021	1326		SMW Principle Solutions, Inc.	January 2021 Consulting	375.00
Bill	02/28/2021	1333		SMW Principle Solutions, Inc.	February 2021 Consulting	300.00
Bill	03/31/2021	1340		SMW Principle Solutions, Inc.	March 2021 Consulting North Canal	412.50
Bill	04/30/2021	1343		SMW Principle Solutions, Inc.	April 2021 Consulting North Canal	375.00
Bill	04/30/2021	21-0384		Sanford Kuhl Hagan Kugle Parker Kahn	Canal Project	325.00
Bill	05/31/2021	1360		SMW Principle Solutions, Inc.	May 2021 Consulting North Canal	225.00
Bill	05/31/2021	21-0492		Sanford Kuhl Hagan Kugle Parker Kahn	Canal Project	731.25
	Total T-0525 Re	const Bridges W	Vhite Oa			7,833.75
Dill	T-0527 Heights		ın	lanca 9 Cartanina	Uninha Bhad Badantrian & Bissala Cafata Insan	4 000 00
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
Bill	09/30/2020	00310758		Jones & Carter Inc.	Heights Blvd Pedestrian & Bicycle Safety Impr.	215.00
Bill	10/28/2020	00312086		Jones & Carter Inc.	Heights Blvd Pedestrian & Bicycle Safety Impr.	1,315.00
Bill	10/31/2020	1303		SMW Principle Solutions, Inc.	October Consulting 2020	112.50
Bill	11/30/2020	00313630		Jones & Carter Inc.	Heights Blvd Pedestrian & Bicycle Safety Impr.	107.50
Bill	11/30/2020	1316		SMW Principle Solutions, Inc.	November Consulting 2020	675.00
Bill	12/31/2020	00314948		Jones & Carter Inc.	Heights Blvd Pedestrian & Bicycle Safety Impr.	1,160.00
Bill Bill	12/31/2020 01/31/2021	20-2445 00316389		Sanford Kuhl Hagan Kugle Parker Kahn Jones & Carter Inc.	Legal services through December 2020 Heights Blvd Pedestrian & Bicycle Safety Impr.	1,250.00 97.50
Bill						487.50
Bill	01/31/2021	21-0037 1326		Sanford Kuhl Hagan Kugle Parker Kahn SMW Principle Solutions, Inc.	Legal services through January 2021	112.50
Bill	01/31/2021	1333			January 2021 Consulting	225.00
Bill	02/28/2021	00317882		SMW Principle Solutions, Inc.	February 2021 Consulting	337.50
Bill	02/28/2021 03/31/2021	1340		Jones & Carter Inc.	Heights Blvd Pedestrian & Bicycle Safety Impr.	75.00
Bill	03/31/2021	00319113		SMW Principle Solutions, Inc. Jones & Carter Inc.	March 2021 Consulting Heights Blvd Pedestrian & Bicycle Safety Impr.	450.00
Bill	04/30/2021	1343		SMW Principle Solutions, Inc.	April 2021 Consulting	112.50
Bill	04/30/2021	00320580		Jones & Carter Inc.	Heights Blvd Pedestrian & Bicycle Safety Impr.	1,350.00
Bill	05/27/2021	00320360		Jones & Carter Inc.	Heights Blvd Pedestrian & Bicycle Safety Impr. Heights Blvd Pedestrian & Bicycle Safety Impr.	112.50
Bill	05/31/2021	1360		SMW Principle Solutions, Inc.	May 2021 Consulting	262.50
Bill	05/31/2021	21-0493		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through May 2021	81.25
	Total T-0527 He	ights Blvd Pede	strian			15,870.64
	T-0528 Streets	Btw Shep & Du	ırha			
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
Bill	10/28/2020	00312087		Jones & Carter Inc.	West Dallas Restriping	170.00
Bill	11/30/2020	00313635		Jones & Carter Inc.	West Dallas Restriping	107.50
Bill	11/30/2020	1316		SMW Principle Solutions, Inc.	November Consulting 2020	75.00
Bill	12/31/2020	00314949		Jones & Carter Inc.	West Dallas Restriping	215.00
Bill	02/28/2021	00317876		Jones & Carter Inc.	West Dallas Restriping	537.50
Bill	03/31/2021	1340		SMW Principle Solutions, Inc.	March 2021 Consulting West Dallas	75.00
Bill	04/30/2021	1343		SMW Principle Solutions, Inc.	April 2021 Consulting West Dallas	75.00
Bill	04/30/2021	00320581		Jones & Carter Inc.	West Dallas Restriping	450.00
Bill	05/27/2021	00322247		Jones & Carter Inc.	West Dallas Restriping	1,020.00
Bill	05/31/2021	1360		SMW Principle Solutions, Inc.	May 2021 Consulting West Dallas	150.00
	Total T-0528 Str	eets Btw Shep &	& Durha			10,770.00

Accrual Basis

Туре	Date	Num	Adj	Name	Memo	Amount
	T-0530 White Oa	ak Bayou & Mer	mori			
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 Bill	08/31/2020 10/28/2020	1292 0031208		SMW Principle Solutions, Inc. Jones & Carter Inc.	August 2020 Consulting White Oak to Memorial	150.00 53.75
Bill	10/26/2020	1303		SMW Principle Solutions, Inc.	October Consulting 2020	150.00
Bill	11/30/2020	00313636		Jones & Carter Inc.	White Oak to Memorial	107.50
Bill	11/30/2020	1316		SMW Principle Solutions, Inc.	November Consulting 2020	225.00
Bill	12/31/2020	00314950		Jones & Carter Inc.	White Oak to Memorial	2,345.00
Bill	01/31/2021	00316388		Jones & Carter Inc.	White Oak to Memorial	541.25
Bill	03/31/2021	00319114		Jones & Carter Inc.	White Oak to Memorial	65.00
Bill	05/27/2021	00322240		Jones & Carter Inc.	White Oak to Memorial	337.50
	Total T-0530 Wh	-		rı		40,267.50
Bill	Capital Improve 10/01/2020	2095	ner	Houston Bike Share	HEB N Shepherd and 23rd BCycle Station	21,820.00
	Total Capital Imp	rovement Plan -	Other			21,820.00
Т	otal Capital Improv	ement Plan				2,431,515.13
Tota	al COGS					2,431,515.13
Gross F	Profit					-2,416,225.78
	ense					
Bill	Developer Reimbu 09/30/2020	Reimburse		Sovereign Regent Square LLC	Developer Reimbursement 2020 (Construction	264,284.44
Т	otal Developer Rei	mbursement				264,284.44
F	Program and Proje	ct Consultants				
-	Engineering Co					
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
Bill	09/30/2020	00310754		Jones & Carter Inc.	Work Order 1 - Through Sept 25,2020	3,865.00
Bill Bill	10/28/2020 11/30/2020	00312082 00313629		Jones & Carter Inc. Jones & Carter Inc.	Work Order 1 - Through Oct 23,2020 Work Order 1 - Through Nov 27, 2020	3,732.50 695.00
Bill	12/31/2020	00314943		Jones & Carter Inc.	Work Order 1 - Through Dec 25, 2020	2,520.00
Bill	01/31/2021	00316301		Jones & Carter Inc.	Work Order 1 - Through Jan 29, 2021	2,960.00
Bill	02/28/2021	00317877		Jones & Carter Inc.	Work Order 1 - Through Feb 26, 2021	615.00
Bill	03/31/2021	00319109		Jones & Carter Inc.	Work Order 1 - Through Mar 26, 2021	1,920.00
Bill	04/30/2021	00320575		Jones & Carter Inc.	Work Order 1 - Through Apr 23, 2021	2,310.00
Bill	05/27/2021	00322241		Jones & Carter Inc.	Work Order 1 - Through May 21, 2021	892.50
	Total Engineering	g Consultants				25,712.50
	Legal Expense					
Bill	07/30/2020	20-1721		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through July 2020	7,361.30
Bill Bill	08/31/2020 09/30/2020	20-1845 20-2052		Sanford Kuhl Hagan Kugle Parker Kahn Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through August 2020 Legal services through September 2020	2,016.75 4,292.35
Bill	09/30/2020	20-2052		Sanford Kuhl Hagan Kugle Parker Kahn	Regents Square GID	211.25
Bill	10/30/2020	20-2107		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through October 2020	4.994.12
Bill	10/30/2020	20-2108		Sanford Kuhl Hagan Kugle Parker Kahn	Regents Square GID	743.75
Bill	10/30/2020	20-2110		Sanford Kuhl Hagan Kugle Parker Kahn	Allen Parkway	31.25
Bill	11/30/2020	20-2235		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through November 2020	1,310.25
Bill	12/31/2020	20-2441		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through December 2020	1,241.65
Bill	12/31/2020	20-2442		Sanford Kuhl Hagan Kugle Parker Kahn	Regents Square GID	406.25
Bill Bill	12/31/2020	20-2444		Sanford Kuhl Hagan Kugle Parker Kahn	Allen Parkway Legal services through January 2021	206.25 4,479.31
Bill	01/31/2021 01/31/2021	21-0033 21-0034		Sanford Kuhl Hagan Kugle Parker Kahn Sanford Kuhl Hagan Kugle Parker Kahn	Regents Square GID	162.50
Bill	02/25/2021	21-0034		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through February 2021	4,232.68
Bill	02/25/2021	21-0145		Sanford Kuhl Hagan Kugle Parker Kahn	Regents Square GID	280.00
Bill	03/31/2021	21-0299		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through March 2021	3,386.99
Bill	04/30/2021	21-0382		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through April 2021	5,376.90
Credit	05/28/2021	21-0144CR		Sanford Kuhl Hagan Kugle Parker Kahn	Credit issued for revised invoice	-81.25
Credit	05/28/2021 05/31/2021	21-0299CR		Sanford Kuhl Hagan Kugle Parker Kahn	Credit issued for revised invoice Legal services through May 2021	-81.25 2.070.05
Bill		21-0490		Sanford Kuhl Hagan Kugle Parker Kahn	Legal Services Illiough May 2021	2,970.95
	Total Legal Expe	ense				43,542.00

Accrual Basis

Туре	Date	Num	Adj	Name	Memo	Amount
	Planning Consu	Itants				
Bill	07/31/2020	7-2020-43		Goodman Corporation	Task 1 - \$15,000	2,867.50
Bill	09/01/2020	8-2020-44		Goodman Corporation	Task 1 - \$15,000	1,488.00
Bill	09/30/2020	9-2020-24		Goodman Corporation	Task 1 - \$15,000	3,043.50
Bill	10/31/2020	10-2020-35		Goodman Corporation	Task 1 - \$15,000	290.00
Bill Bill	11/30/2020	11-2020-40		Goodman Corporation	Task 1 - \$15,000	73.00 57.85
Bill	02/01/2021 02/28/2021	1-2021-70 2-2021-30		Goodman Corporation Goodman Corporation	Task 1 - \$15,000 Task 1 - \$15,000	92.55
Bill	03/11/2021	Bond Docs		McCall Gibson Swedlund Barfoot PLLC	Review Bond Documents	1,500.00
Bill	03/31/2021	3-2021-21		Goodman Corporation	Task 1 - \$15,000	115.69
Bill	04/30/2021	4-2021-36		Goodman Corporation	Task 1 - \$15,000	1,978.30
Bill	05/31/2021	5-2021-52		Goodman Corporation	Task 1 - \$15,000	81.68
	Total Planning Co	onsultants				11,588.07
To	otal Program and P	roject Consulta	nts			80,842.57
TI	RZ Administration Accounting	n & Overhead				
Bill	08/31/2020	2091		The Morton Accounting Services	July and August CPA Services	3,700.00
Bill	10/31/2020	2131		The Morton Accounting Services	September and October CPA Services	4,323.41
Bill	12/31/2020	2163		The Morton Accounting Services	November and December CPA Services	2,643.68
Bill	02/28/2021	2184		The Morton Accounting Services	January and February CPA Services	2,537.98
Bill	04/30/2021	2206		The Morton Accounting Services	March and April CPA Services	2,507.95
	Total Accounting					15,713.02
D	Administration	1000		0.000		
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 Bill	07/30/2020 08/31/2020	20-1720 1292		Sanford Kuhl Hagan Kugle Parker Kahn SMW Principle Solutions, Inc.	Admin/Meeting through July 2020 August 2020 Consulting	278.75 7,412.50
Bill	08/31/2020	20-1844		Sanford Kuhl Hagan Kugle Parker Kahn	Admin/Meeting through August 2020	140.00
Bill	09/30/2020	1301		SMW Principle Solutions, Inc.	September Consulting 2020	7,637.50
Bill	09/30/2020	20-2051		Sanford Kuhl Hagan Kugle Parker Kahn	Admin/Meeting through September 2020	1,936.25
Bill	10/30/2020	20-2106		Sanford Kuhl Hagan Kugle Parker Kahn	Admin/Meeting through October 2020	1,498.75
Bill	10/31/2020	1303		SMW Principle Solutions, Inc.	October Consulting 2020	6,362.50
Bill	10/31/2020	1303		SMW Principle Solutions, Inc.	October Consulting 2020	507.03
Bill	11/30/2020	20-2234		Sanford Kuhl Hagan Kugle Parker Kahn	Admin/Meeting through November 2020	255.00
Bill	11/30/2020	1316		SMW Principle Solutions, Inc.	November Consulting 2020	3,287.50
Bill	12/31/2020	1321		SMW Principle Solutions, Inc.	December 2020 Consulting	4,412.50
Bill Bill	12/31/2020 12/31/2020	1321 20-2440		SMW Principle Solutions, Inc. Sanford Kuhl Hagan Kugle Parker Kahn	December 2020 Expenses Admin/Meeting through December 2020	77.01 1,958.75
Bill	01/31/2021	21-0032		Sanford Kuhl Hagan Kugle Parker Kahn	Admin/Meeting through January 2021	1,630.00
Bill	01/31/2021	1326		SMW Principle Solutions, Inc.	January 2021 Consulting	6,400.00
Bill	01/31/2021	1326		SMW Principle Solutions, Inc.	January 2021 Expenses	51.00
Bill	02/25/2021	21-0143		Sanford Kuhl Hagan Kugle Parker Kahn	Admin/Meeting through February 2021	580.00
Bill	02/28/2021	1333		SMW Principle Solutions, Inc.	February 2021 Consulting	7,150.00
Bill	02/28/2021	1333		SMW Principle Solutions, Inc.	February 2021 Expenses	39.94
Bill	03/01/2021	3815500		Urban Land Institute	Sherry Weesner Membership #1149574	600.00
Bill	03/31/2021	1340 21-0298		SMW Principle Solutions, Inc.	March 2021 Consulting	6,887.50
Bill Bill	03/31/2021 04/30/2021	1343		Sanford Kuhl Hagan Kugle Parker Kahn SMW Principle Solutions, Inc.	Admin/Meeting through March 2021 April 2021 Consulting	895.00 6,812.50
Bill	04/30/2021	21-0381		Sanford Kuhl Hagan Kugle Parker Kahn	Admin/Meeting through April 2021	1,500.00
Bill	05/31/2021	1360		SMW Principle Solutions, Inc.	May 2021 Consulting	7,525.00
Bill	05/31/2021	1360		SMW Principle Solutions, Inc.	May 2021 Expenses	34.32
Bill	05/31/2021	21-0489		Sanford Kuhl Hagan Kugle Parker Kahn	Admin/Meeting through April 2021	265.00
	Total Administrati	on				81,146.80
	Auditing					
Bill	09/03/2020	2020 Audit		McCall Gibson Swedlund Barfoot PLLC	2020 Audit Interim	6,000.00
Bill	09/30/2020	2020 Audit		McCall Gibson Swedlund Barfoot PLLC	2020 Audit Final	2,500.00
	Total Auditing					8,500.00
	Insurance					
Deposit	11/23/2020			TML Intergovernmental Risk Pool	Refund	-34.00
Bill	03/31/2021	6727-2021		TML Intergovernmental Risk Pool	4/1/21 - 3/31/22 Coverage	998.68
	Total Insurance					964.68
	Office Expenses	;				
Bill	09/10/2020	2		eLsqrd Media Group	Maintenance, Support, Hosting and Email Mar	4,776.00
Bill	05/31/2021	20		eLsqrd Media Group	Maintenance, Support, Hosting and Email Mar	4,788.00
	Total Office Expe	nses				9,564.00
	. otal Office Expe					3,304.00

Accrual Basis

Туре	Date	Num	Adj	Name	Memo	Amount
Bill	Tax Consultant 07/01/2020	55569		Equi Tax Inc.	July - June 2021 Tax Consulting	2,400.00
	Total Tax Consult	ant				2,400.00
Bill	TIRZ Administra 03/01/2021	tion & Overh	ead - Oth	ner Texas Comptroller		9,500.00
	Total TIRZ Admin	istration & Ov	erhead -	Other		9,500.00
To	otal TIRZ Administr	ation & Overh	ead			127,788.50
Total	Expense					472,915.51
Net Ordinar	y Income					-2,889,141.29
Net Income						-2,889,141.29

Memorial Heights Redevelopment Authority – TIRZ 5

Investment Report

June 16, 2021

TEXPOOL Account

On April 30,2021, the balance in the Authority's TEXPOOL Account was \$11,586,804.17.

On May31, 2021, the balance in the Authority's TEXPOOL account was \$11,586,703.91.

The Authority received interest of \$128.32 on April 30, 2021.

The Authority received interest of \$100.26 on May 31, 2021.

The average yield for April 2021 was .0135 %.

The average yield for May 2021 was .0102 %.

The average yield for March 2021 was .0187%

Regions Account

On April 30, 2021, the balance in the Authority's Goldman Sachs Financial Square Government Fund Account was \$41,785,436.92.

On May 31, 2021, the balance in the Authority's Goldman Sachs Financial Square Government Fund Account was \$41,785,880.05.

The Authority received Daily Rate Income of \$443.13 on May 3, 2021.

The average yield for April was .03%

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.

Sherry F. Weesner, Investment Officer

RESOLUTION ESTABLISHING ADMINISTRATIVE PROCEDURES FOR CONTRACT CHANGE ORDERS

WHEREAS, the Memorial-Heights Redevelopment Authority (the "Authority"), has been legally created and operates pursuant to the general laws of the State of Texas applicable to local government corporations, and has such authority as has been delegated to it by the City of Houston, Texas to act on behalf of Tax Increment Reinvestment Zone Number Five, City of Houston, Texas; and

WHEREAS, the Authority wishes to establish administrative procedures for approval of construction contract change orders. Now, therefore,

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

- <u>Section 1</u>: The attached Exhibit "A" sets forth the Authority's administrative procedures for approval of construction contract change orders.
- <u>Section 2</u>: The Board may from time to time revise the administrative procedures for approval of construction contract change orders.
- Section 3: If the Board takes any action pursuant to Section 2, a new Exhibit "A" reflecting the approved changes and their effective date shall be attached to and replace then current Exhibit "A" to this Resolution.

(EXECUTION PAGE FOLLOWS)

	Chair, Board of Directors
ATTEST:	,
Secretary, Board of Directors	

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS	8
	8
COUNTY OF HARRIS	8

- I, the undersigned officer of the Board of Directors of Memorial-Heights Redevelopment Authority, City of Houston, Texas, hereby certify as follows:
- 1. The Board of Directors of Memorial-Heights Redevelopment Authority, City of Houston, Texas, convened in regular session on the 24th day of June, 2021, 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
Alejandro Colom
Vice Chair
Vice Chair
Janice Hale-Harris
Bryan Brown
Director
Dr. Robert Stein
Christopher David Manriquez
Marvin Pierre
Chair
Vice Chair
Vice Chair
Vice Chair
Vice Chair
Vice Chair
Vice Chair
Director
Director
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

ESTABLISHING ADMINISTRATIVE PROCEDURES FOR CONTRACT CHANGE ORDERS

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 the 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 as required by law; and that public notice of the time, place and subject of the meeting was given as required by Chapter 551, Texas Government Code.

SIGNED this 24th day of June, 2021.

Secretary, Board of Directors	

EXHIBIT A

Change Order Administration

These procedures set forth the process by which Change Orders may be approved by the Project Committee or must be approved by the Board of Directors (the "Board"). All Change Orders to Memorial-Heights Redevelopment Authority/TIRZ 5 ("Authority") contracts shall follow these procedures.

Change Order Approval Process

- 1. Either at the meeting where the Board authorizes the advertisement for bids for a construction contract, or at the meeting where a construction contract is approved by the Board, the Board will establish the maximum individual Change Order value and the maximum cumulative Change Order value for the contract that may be approved by the Project Committee between Board meetings. These values may be established as a percentage of the total contract or as a fixed dollar amount. The Board may modify the established values by a majority vote of a quorum present at any duly and officially called meeting.
- 2. All Change Orders shall be reviewed for recommendation by the project construction manager and engineer of record (may be two entities). The construction manager and the engineer of record shall review the requested Change Order for consistency, accuracy, appropriateness, and any other metrics as needed and shall make a written recommendation to the Project Committee for consideration and approval.
- 3. If the Change Order value falls within the individual and cumulative limits set by the Board for the contract, the Project Committee will review the Change Order and recommendations from the construction manager and engineer of record. If approved, the Project Committee shall inform the engineer of record and the construction manager to proceed with the change. A copy of the Change Order and the actions of the Project Committee will be placed in the Board materials for the next official Board meeting.
- 4. If a Change Order value exceeds the individual and/or cumulative limits set by the Board for the contract, the Project Committee will review the Change Order and recommendations from the construction manager and engineer of record. The Change Order shall be placed on the agenda for the next official Board meeting, and the Project Committee shall make a recommendation to the Board.

Record Keeping

Copies of all documentation and recommendations shall be retained in compliance with the Authority document retention schedule and policies and in accordance with applicable law.

Revisions to Change Order Administration Procedures

If necessary, the Projects Committee shall make recommendations to the Board for revisions to these Procedures. Revisions shall be incorporated upon Board approval.

These Administrative Procedures for Contract Change Orders are effective as of June 24, 2021.

LETTER AGREEMENT

June 24, 2021

Memorial-Heights Redevelopment Authority (the "Authority") and SMW Principle Solutions, Inc. ("Consultant") entered into that certain Consulting Services Agreement, effective January 16, 2017, as amended (the "Agreement"). The Authority and Consultant wish to evidence their mutual approval to temporarily suspend the Agreement pursuant to this Letter Agreement.

The Authority and Consultant, as evidenced by their execution below, hereby agree to suspend the Agreement until the Employment Agreement by and between the Authority and Sherry Weesner terminates. Upon termination of such Employment Agreement, the Agreement shall resume.

IN WITNESS WHEREOF, the parties have caused this Letter Agreement to be duly executed.

AUTHORITY

By:		
_	Ann Lents	
	Chair, Board of Directors	
	V PRINCIPLE SOLUTIONS, INC.	
By:	Chamy Wassan	
	Sherry Weesner	
	President	

MEMORIAL-HEIGHTS REDEVELOPMENT

EMPLOYMENT AGREEMENT

RECITALS:

WHEREAS, the Authority desires to employ Employee, and Employee desires to be so employed by the Authority, upon the terms and subject to the conditions set forth herein; and

WHEREAS, defined terms used in this Agreement have the meaning attributed thereto in the text hereof.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and Employee hereby agree as follows:

- 1. <u>Employment</u>. The Authority hereby employs Employee, and Employee hereby accepts employment with the Authority, on the terms and conditions in this Agreement. Employee shall be employed as the Authority's President and shall have such duties, responsibilities, titles, powers and authority commensurate with her position and as are reasonably assigned to her from time to time and as are further detailed on Attachment A.
- 2. <u>Time Devoted to Duties</u>. Employee is considered to be full-time and shall devote an average of 130 hours each month to the business of the Authority. During the Term, defined below, Employee may devote time and attention to other organizations, provided that in each case, individually and in the aggregate, such service and other activities do not interfere or conflict with the performance of Employee's duties hereunder and are not in conflict with the business of the Authority. Employee agrees to disclose in writing to the Authority Chair and Vice Chair paid employment or paid engagement outside this Agreement, including the duties of such outside employment.
- 3. <u>Term.</u> Employee's employment with the Authority shall commence and continue until terminated pursuant to Section 6 hereof.
- 4. <u>Location</u>. Employee's place of performing duties shall generally be in the City and in the Memorial-Heights area, Houston, Texas. Employee will be required to travel locally from time to

time as is necessary to perform her duties and responsibilities hereunder.

5. Compensation.

- (a) Salary. For all services rendered by Employee under this Agreement, the Authority shall compensate Employee during the Term at the rate of One Hundred Eighty Thousand and No/100 Dollars (\$180,000.00) per year, payable on a monthly basis on the last day of each month (the "Salary"). Such Salary is inclusive of pay for personal time and holidays, discussed below, and compensation to Employee for computer, office equipment, office space and general office supplies. Should the Authority choose to acquire such equipment, office space and/or supplies independent of Employee, no deduction shall be made to Employee's Salary.
- (b) Benefits/Personal Time/Holidays. Benefits for which Employee is eligible during the Term, and applicable Personal Time and Holidays are set forth in the Authority's Employee Handbook, as may be amended from time to time by the Authority. The Authority credits Employee fifteen (15) years of employment.
- (c) Expense Reimbursement. Employee is authorized to incur reasonable local travel and parking expenses, out-of-pockets expenses and other expenses and charges while performing services under this Agreement. Such expenses and charges shall be reimbursed to Employee by the Authority at actual costs, upon submission by Employee of invoices and other documentation setting forth such expenses and charges incurred. All reimbursable expenses for travel outside the City or any unusual expenses must be approved in advance by the Chair and Vice Chair. Employee shall submit monthly invoices to the Authority by the 5th business day of each month. Invoices reflecting reimbursable costs must contain documentation of the reimbursable costs sufficiently detailed to allow the Authority, or its designated entity, to review, understand and approve each invoice. Approved invoices are payable within forty-five (45) days of the Authority's timely receipt of the invoice.
- (d) Withholding. The Authority shall be entitled to withhold from all payments and benefits under this Agreement such amounts on account of employment and payroll taxes and similar matters required by applicable law, rule or regulation of any appropriate governmental authority.

6. Termination.

- (a) *Term.* The Term of this Agreement shall commence on ______, 2021 (the "Commencement Date"), and, unless earlier terminated pursuant to the terms herein, shall automatically terminate, the later to occur of (i) three (3) years from the Commencement Date or (ii) final completion of the Authority's Phase I Shepherd-Durham and Selected Side Streets Reconstruction Project.
- (b) Termination Without Cause. The Authority may terminate the Term and Employee's employment hereunder at any time upon at least ninety (90) days prior written notice to

Employee.

(c) Termination for Cause. The Authority may terminate the Term and Employee's employment hereunder for Cause, at any time upon giving written notice thereof to Employee.

For purposes of this Agreement, "Cause" means:

- (i) Employee's willful and material breach of this Agreement, provided the Authority gives Employee notice of such breach and up to thirty (30) days to cure such breach and no such cure occurs; or
- (ii) the commission by Employee of any act of gross negligence or intentional misconduct in the performance of Employee's duties as an employee; or
- (iii) the conviction of Employee of (including Employee's plea of guilty or no contest to) any felony or any crime of moral turpitude; or
- (iv) engagement by Employee in conduct constituting fraud, larceny, embezzlement, conversion or any other act involving dishonesty or the misappropriation of funds of the Authority.
- (d) Resignation for Good Reason. Employee may resign and thereby terminate the Term and her employment hereunder for Good Reason, at any time upon prior written notice from Employee. In order to terminate her employment for Good Reason, (i) Employee shall give written notice of such termination to the Authority within three (3) months after the initial occurrence of the event constituting Good Reason and at least sixty (60) days prior to the termination date (the "Good Reason Notice Period"), which shall set forth in reasonable detail the deficiency, conduct, breach or failure of the Authority that constitutes Good Reason ("Good Reason Notice"), and (ii) the Authority shall have the opportunity during such Good Reason Notice Period to cure the deficiency, conduct, breach or failure cited as the basis for termination.

For purposes of this Agreement, "Good Reason" means any of the following undertaken without the consent of Employee:

- (i) any material breach by the Authority of this Agreement; or
- (ii) a reduction in Employee's Salary and/or Employee Benefit that is not made pursuant to agreement of the parties.
- (e) *Voluntary Resignation*. Employee may voluntarily resign and thereby terminate the Term and her employment hereunder, at any time and for any reason (other than Good Reason) upon at least ninety (90) days prior written notice to the Authority.
- (f) *Disability*. In the event that Employee is unable to perform Employee's services under this Agreement, due to physical or mental disability or incapacity, for a continuous period of at least

- ninety (90) days during the Term (each, a "Disability"), the Authority may terminate the Term and Employee's employment hereunder; provided, that the Authority shall act upon this provision only in compliance with the Family Medical Leave Act and the Americans with Disabilities Act and the rules and regulations promulgated thereunder.
- (g) Provisions that Survive Termination of Employment. All rights and obligations of the Authority and Employee under this Agreement shall cease as of the effective date of termination of employment and the Term, except that Section 7 shall survive such termination in accordance with its terms.
- 7. <u>Severance Benefits</u>. Upon termination of the Term and Employee's employment for any reason, Employee shall be entitled to the following: (i) any Salary earned and vested, but unpaid, through the date of termination; and (ii) reimbursement for any unreimbursed business expenses properly incurred by Employee in accordance with Section 5(f) hereof prior to the date of termination, so long as claims for such reimbursement (accompanied by appropriate receipts and other supporting documentation) are submitted to the Authority within forty-five (45) days following the date of termination. No other compensation or benefits will be due or payable to Employee subsequent to termination of this Agreement except as expressly provided otherwise by this Section 7 or required by law.
- 8. <u>No Conflicting Agreements</u>. Employee hereby represents and warrants to the Authority that the execution of this Agreement by Employee and her employment by the Authority and the performance of her duties hereunder will not violate or be a breach of any agreement with any other entity or any other person.

9. Miscellaneous.

- (a) Assignment; Binding Effect. Employee understands that she has been selected for employment by the Authority on the basis of her personal qualifications, experience and skills. Employee agrees, therefore, that any assignment of any portion of her performance under this Agreement shall only be pursuant to written permission of the Authority.
- (b) Complete Agreement; Waiver; Amendment. This Agreement constitutes a single integrated contract expressing the entire agreement of the parties, and supersedes and replaces any and all other agreements or offers, whether written or oral, express or implied, among the parties with respect to the subject matter hereof. This Agreement is the final, complete, and exclusive statement of expression of the agreement among the parties with respect to the subject matter hereof, and cannot be varied, contradicted or supplemented by evidence of any prior or contemporaneous oral or written agreements. This written Agreement may not be later modified except by a further writing signed by a duly authorized representative of each of the parties, and no term of this Agreement may be waived except by a writing signed by the party waiving the benefit of such term.
- (c) Notice. For the purposes of this Agreement, notices shall be deemed given when hand

delivered or three (3) days after being mailed by United States certified or registered mail, return receipt requested, postage prepaid, or via confirmed overnight delivery service, addressed to the noticed party at the address set forth under each party's signature to this Agreement. Either party may change such address by giving the other party notice of such change in the aforesaid manner, except that notices of changes of address shall only be effective upon receipt.

- (d) Waiver of Breach. The waiver by either party of a breach of any provisions of this Agreement by either party shall not operate or be construed as a waiver of any subsequent breach by either party.
- (e) Governing Law/Venue. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Texas. Venue shall be in a court of competent jurisdiction in Harris County, Texas.
- (f) Severability. If any portion of this Agreement is held invalid or inoperative, the other portions of this Agreement shall be deemed valid and operative and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative.
- (g) Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Facsimile or scanned and emailed counterpart signatures to this Agreement shall be acceptable and binding on the parties hereto.
- (h) Construction. The headings in this Agreement are for convenience only, are not a part of this Agreement and shall not affect the construction of the provisions of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of a party by any court or any governmental or judicial authority by reason of such party having or being deemed to have structured or drafted such provision of this Agreement.

(Signatures follow on next page)

IN WITNESS WHEREOF, the parties have executed this Employment Agreement, effective as of the Effective Date.

AUTHORITY:

MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY

Ann Lents Chair, Board of Directors

Address:

c/o Sanford, Kuhl, Hagan, Kugle, Parker, Kahn LLP 1980 Post Oak Boulevard, Suite 1380 Houston, Texas 77056

EMPLOYEE:

SHERRY WEESNER

Sherry Weesner

Address: 1900 W. Gray P.O. Box 130627 Houston, Texas 77219

APPROVED:

CITY OF HOUSTON

Andrew F. Icken Chief Development Officer



ATTACHMENT A

1. Employee shall perform the following (but not by way of limitation) administration and financial management services for the Authority, including those services applicable to the Zone:

A. Administration:

- i. Implement all policies and procedures approved by the Board of Directors.
- ii. Respond to records or other requests for information from the City, public officials, and the public, including but not limited to Open Records requests.
- iii. Prepare reports to and from Authority/Zone.
- iv. Provide to the Authority Chair a monthly log of the services provided by Employee the preceding month, including the time spent on such services.

B. Calendar:

- i. Develop and maintain a calendar of required administrative matters, including City requirements for capital improvement projects, budget, tax increment calculation and payment time frames; Authority Committees and Board meetings; and other general operations matters.
- ii. Maintain and ensure adherence to annual calendar, including insurance renewals, payment of bills, audit deadlines, statutory and bylaw compliance requirements, and administer Board of Director duties and service issues.
- iii. Coordinate with the Board Chair, Directors, bookkeeper, legal counsel, other consultants, City officers and staff, and other related government entities to ensure timely compliance and action on Authority/Zone requirements.

C. Meetings:

- i. Provide timely input and direction on meeting agendas and meeting materials for Board of Directors meetings in coordination with legal counsel. Attend regular and special Board of Director meetings.
- ii. Schedule, prepare agendas and meeting materials, and attend meetings of Board committees and workshops, including Projects Committee and Finance Committee, and meetings of any other committees as may be established from time to time. Coordinate with legal counsel to ensure proper notice requirements are met for all meetings and workshops. Ensure documents reviewed or approved at committee/workshop meetings are included in Authority/Zone Board meeting materials, if needed.
- iii. Communicate decisions and instructions from committee/workshop meetings to applicable consultants or parties.

D. Capital Improvements Plan/Annual Budgets:

- i. Prepare annual five-year Capital Improvement Plan, including scheduling and attending required meetings with the City, preparing clear and concise project descriptions of each project, and preparing an assessment of projects planned or undertaken by other entities that may affect Authority/Zone projects.
- ii. Coordinate with the City to prepare revenue projections and increment analysis. Prepare annual operating budgets.
- iii. Prepare amendments to financing and project plans.
- iv. Work with consultants and City staff to ensure sufficient funds are available to meet financial obligations at all times.
- v. Continuing research and analysis of Authority/Zone statistics and performance indicators.
- 2. Employee shall perform the following (but not by way of limitation) project and contract/agreement facilitation services for the Authority and the Zone:

A. Projects:

- i. Develop and institute general cost controls and compliance measures for projects, including monitoring expenditures monthly per project, tracking such expenditures in relation to the measure of completion of each project, and preparing quarterly reports with bookkeeper, accountant, and engineer to summarize budget expenditures and forecast the completion of each task.
- ii. Monitor progress on capital improvement projects and other efforts being planned, designed or constructed by or on behalf of the Authority/Zone.
- iii. Oversee the activities of design professionals, outside engineers, construction contractors, and other consultants, maintaining construction and activity schedules and preparing activity reports.
- iv. Prepare project descriptions and requests for proposals/qualifications for individual projects and provide analysis and assistance in review of such proposals/qualifications.
- v. Assist in the process of developing and approving projects and awarding contracts.
- vi. Meet with representatives of governmental entities to determine the approval process for each project, the estimated duration of such approval process and the sequence of permits required.
- vii. Develop and maintain the approvals and design portion of a development schedule, and assist the design professionals involved in securing all necessary approvals.
- viii. Review progress payments requested by design professionals, outside engineers, construction contractors, and other consultants and make recommendations on payment to the Board of Directors or the appropriate Board committee.
- ix. Coordinate with the appropriate public agencies, including, but not limited to

- the City, Houston Parks Board, Harris County Flood Control District and Texas Department of Transportation on projects and agreements.
- x. Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects.
- xi. Maintain familiarity of day to day project operations, including project safety issues.
- xii. Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements.
- xiii. Visit and review the projects on a frequency that is commensurate with the magnitude and complexity of the project.
- xiv. Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse.
- xv. Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation.
- xvi. Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

B. Contracts and Agreements:

- i. Provide contractual oversight of consultants, including contract compliance, and timely receipt of work product, reports and invoicing.
- ii. Prepare an analysis of and documentation required for annexations, interlocal agreements or other local government contracts.
- iii. Coordinate with property owners, developers, City staff and other required public agencies to facilitate developer agreements.
- iv. Monitor adherence of all parties to requirements set forth in Development Agreements.



EMPLOYEE HANDBOOK

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Section 1: Welcome to the Memorial Heights Redevelopment Authority

The Memorial-Heights Redevelopment Authority (MHRA) was created on December 18, 1996 by the City Council of the City of Houston, Texas to aid, assist and act on behalf of the City of Houston and Reinvestment Zone Number 5 (Zone). The Zone currently consists of approximately 1,410 acres located north and/or west of the central business district of the City generally along Buffalo or White Oak Bayous or within the neighborhood known as The Heights. The Zone stretches to Interstate 610 to the north and west, Interstate 45 to the east, and Clay Street to the south.

- 1.1. The purpose of the MHRA is to appropriately use approved tax dollars to construct public facilities and infrastructure, benefitting and revitalizing the City and the communities within and around the Zone boundaries, and to improve the quality of life for the residents of Houston. MHRA provides the necessary tools to alleviate blight, deteriorated street and site conditions, obsolete transit services and facilities, and improve storm water management, while encouraging sound growth of residential and commercial development. Through partnerships, leveraging and incentives MHRA works to create an environment conducive to livability, residential infill, pedestrian functionality, multimodal public transportation systems, public open spaces and parks.
- **1.2. Nature of Employment**: This employee handbook is designed to familiarize you with MHRA and provide you with information about the working conditions, benefits, and policies that affect your employment. This employee handbook replaces and supersedes any and all earlier MHRA personnel practices, policies and/or guidelines.

This handbook is for informational purposes only. It does not constitute a guarantee of employment between MHRA and any employee for any specific period of time. Employment with MHRA is "at will", meaning that either MHRA or the employee may end this relationship at any time, with or without cause, notice or reason. Only the Board of MHRA has the authority to enter into any agreement guaranteeing employment for a specific period of time or to make any written or oral promises, agreements or commitments contrary to this policy. Furthermore, any employment agreement entered into by the Board must be in writing, in order to be enforceable.

Unless otherwise set forth herein, the employee acting as President of MHRA shall report to the Chair and Vice Chair of MHRA's Board of Directors.

Section 2: Terms of Employment

2.1. Equal Employment Opportunity & Workforce Diversity: MHRA is an equal opportunity employer and makes employment decisions without regard to race, color, gender, religion, national origin, age or disability or other protected classification. MHRA

conforms to all applicable federal and state laws, rules, guidelines and regulations and provides an equal employment opportunity in all employment and employee relations.

MHRA strives to make all employment decisions based on legitimate job-related factors, such as qualifications, experience, performance and availability. Such equal consideration applies to all personnel actions, including but not limited to recruitment, selection, appointment, job assignment, training, promotion, merit increases, demotion, termination, pay rates and fringe benefits. MHRA reviews, evaluates and monitors all personnel matters to ensure that they are in accordance with this policy.

All employees have both the right and duty to report any action which they believe constitutes a violation of this policy. MHRA takes seriously and will investigate promptly and thoroughly all charges of alleged discrimination in employment. MHRA strictly prohibits any form of retaliation against an employee who makes a good faith report of possible discrimination. An appointed MHRA Board member will serve as an employee mediator to listen and act on behalf of an employee. Any employee at any level found to have violated this policy will be subject to disciplinary action, including possible termination.

2.2. Harassment: MHRA is committed to providing a work environment which is free from all forms of harassment and intimidation. It is the policy of MHRA to prohibit harassment because of sex (including sexual harassment, harassment due to pregnancy, childbirth or related medical conditions and gender harassment) and harassment because of race, religion, color, national origin, medical condition, physical or mental disability, age or any other basis protected by federal, state or local law, regulation, or ordinance. ALL SUCH HARASSMENT IS STRICTLY PROHIBITED BY MHRA.

MHRA's anti-harassment policy applies to all individuals involved in the operation of the organization, and prohibits unlawful harassment by an employee of MHRA, including officers and co-workers, or by any vendors and/or independent contractors and their employees.

MHRA may report violators to the appropriate authority for civil or criminal action. MHRA prohibits retaliation of any kind against employees, who, in good faith, bring harassment complaints or assist in investigating such complaints.

Harassment includes, but is not limited to:

- Offensive actions such as slurs, derogatory comments or jokes, epithets or unwanted sexual invitations, advances or comments;
- Visual conduct such as sexually-oriented, pornographic and/or derogatory photographs, posters, drawings, cartoons, gestures, e-mail or Internet sites;
- Graphic or suggestive comments about an individual's dress or body;
- Physical actions such as unwanted touching, assault, blocking another's way or interference with work because of sex, race or any other protected category;

- Threats or demands to submit to sexual advances or requests as a condition of continued employment, offers or employment benefits in return for sexual favors, or to avoid some other negative employment actions;
- Any other conduct that creates an intimidating or hostile environment for a particular gender or class; and
- Retaliation against any employee who in good faith reports an allegation of harassment or for participating in such an investigation.
- **2.2.1 Procedure for Reporting Harassment**: Any employee, who believes that he or she is the victim of harassment, or has witnessed harassment of another, should immediately report the harassing actions to the President or to the Board Chair. All employees have both a right and a duty to report any conduct he or she believes is a violation of this policy and MHRA will not condone any form of retaliation against a person who has made such a report in good faith.
- **2.2.2 Investigating Alleged Harassment**: MHRA will promptly and thoroughly investigate any report of alleged harassment and will take appropriate corrective action. This can include disciplining or discharging any individual who is found to have violated this prohibition against harassment. The investigation and remedial action taken will be done confidentially to the extent consistent with a thorough investigation.
- **2.3. Job Postings**: All interested and qualified employees will be given consideration for openings as they arise. Employees will generally be provided with notice of openings and given the opportunity to apply for available positions.
- **2.4. Immigration and Work Forms**: MHRA is committed to employing individuals who are authorized to work in the United States, as set forth by the Immigration Reform and Control Act of 1986. As a condition of employment, each employee must properly complete, furnish required documentation, sign and date the Immigration and Naturalization Service I-9 form. Authorized documents which establish identity and employment eligibility must be provided within the first three days of employment. As required by law, periodic updates of this information may be necessary. Failure to provide this documentation as requested will result in immediate termination.

In addition to the I-9 form, each employee must also properly complete and sign the Internal Revenue Service Form W-4. Failure to fill out and sign the Form W-4 could result in the holding of your paycheck.

Section 3: Compensation Policies

3.1. Employment Categories: As an employee of MHRA, your position will be designated as either non-exempt or exempt from federal and state wage and hour laws. Non-exempt employees are entitled to overtime pay under the specific provisions of federal

and state law. Exempt employees are excluded from specific provisions of federal and state wage and hour laws. In addition to being classified as non-exempt or exempt, each employee belongs to one other employment category as follows:

• Regular Full-Time

Regular full-time employees are employees who are not temporary or on parttime status, and who work an average of 130 hours per month or more. Generally, these employees are eligible for the MHRA's benefits package, subject to the terms and conditions of each program as outlined in that program's summary plan description.

• Regular Part-Time

Regular part-time employees are those who, on a regular basis, work less than 30 hours per week. Part-time employees are not eligible for MHRA benefits.

Intern

Interns are employees who are hired for a specific period of time (e.g. students enrolled in a college degree program where their field of study coincides with a work assignment). Interns are temporary employees regardless of the total number of hours worked and therefore are not entitled to any benefits (including vacation, earned Personal Time, or holidays).

3.2. Personal Performance Evaluations: MHRA generally reviews the performance and development of all employees annually. Performance evaluations provide a process by which the goals and objectives of MHRA will be reached.

The annual review will occur on or around the anniversary date (the date of hiring). The formal performance evaluations are conducted to provide both MHRA and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Employees are eligible for salary increases at the time of their annual review. Please note that no employee is guaranteed salary increase at this or any other time, and salary increases, if any, are at the sole discretion of MHRA. Salary increases become effective on the first day of the full pay period following an increase notification, unless otherwise specified by the Board of Directors.

3.3. Working Hours: Hourly Employees (Non-exempt): Overtime is available to those employees paid by the hour (non-exempt) and is paid at a rate 1.5 times the normal rate of pay per hour. Overtime may be earned if an employee has prior approval for this work from the President or her designee and works over 40 hours per week. The work week begins on Monday and ends on Sunday. In calculating overtime hours, no hours are added for any paid holiday that occurs during that work week.

<u>Compensatory Time</u>: By mutual agreement between employees and MHRA, employees may receive compensatory time of one (1) hour for each hour worked instead of monetary payment. Compensatory time does not rollover at the end of the year and should be taken before Personal Time.

<u>Salaried Employees (Exempt)</u>: Salaried employees are expected to work the number of hours as stated in their employment contract, and if there is no employment contract, the number of hours set forth in this handbook. Additionally, there will be occasions where attendance at a business functions outside of the customary work schedule will be required. By mutual agreement between employees and MHRA, employees may receive compensatory time of one (1) hour for each hour worked instead of monetary payment. Compensatory time does not rollover at the end of the year and should be taken before Personal Time.

If an employee is attending a meeting or event for the benefit of MHRA and other organizations outside of MHRA for which the employee maybe engaged or employed, time allotted to such employee's MHRA employment shall be allocated on a pro-rata basis.

3.4. Paychecks and Paydays:

- Paychecks are issued on the last day of each month.
- The paycheck issued on the last day of the month will cover time worked during the month.
- **3.5. Payroll Deductions**: The law requires that MHRA make certain deductions from your paycheck. Among these are applicable Federal, Social Security, and Medicare taxes up to a specified limit. When ordered, MHRA is also required by law to deduct wage attachments and garnishments from your paycheck. Attachments and garnishments will be deducted after you have been informed of the amount, date and circumstances involved.
- **3.6.** Pay Advances: MHRA does not provide pay advances.
- **3.7. Bonus Exempt Full-Time Employees:** In addition to the salary, MHRA, in its sole discretion, may pay to an employee a discretionary cash bonus. The amount and the date of payment of such bonus, if any, shall be based upon both individual performance and project milestone and objectives achievement. The determination of whether such goals and objectives have been satisfied and such bonus has been earned shall be made in MHRA's sole and absolute discretion. Each bonus, if awarded, will be deemed earned and vested on the date of payment of such bonus, if any, provided that employee remains employed by MHRA as of the date such bonus is paid out.

Section 4: Employee Benefits

MHRA offers only those benefits set forth in this handbook.

4.1. Retirement & Deferred Compensation Plan: MHRA makes a 457(b) plan available to eligible, regular full-time exempt and non-exempt employees. Employees are eligible immediately upon employment. MHRA contributes to the 457(b) Plan ten percent (10%) of the employee's compensation, based on gross wages.

Employees also have the option to contribute to the 457(b) plan. Employees have the option to contribute up to the IRS annually set limit.

4.2. Personal Time: Unless otherwise established in writing for a particular Employee, regular full-time employees are entitled to seventeen (17) days paid Personal Time. Regular full-time employees with more than five years of employment are entitled to twenty-two (22) days paid Personal Time. Regular full-time employees with more than ten years of employment are entitled to twenty-seven (27) days of paid Personal Time. Regular full-time employees with more than 15 years of employment are entitled to thirty (30) of paid Personal Time. Day is defined as the average number of hours in a day based on the exempt employee's standard schedule (i.e., full-time exempt: 130 hours/month, average 6 hours/day). Personal Time is kept on a calendar year basis, with each employee's time adjusted accordingly. For Personal Time calculations and in the discretion of MHRA, experienced employees may be granted credit for up to 15 years of employment when they are hired. Personal Time accrues in accordance with the following schedule:

	Exempt Employees	Non-Exempt Employees
For first year through 5 years of Employment	17 days per year	.65 hour is accrued for every 10 hours worked
More than 5 years of Employment	22 days per year	.85 hour is accrued for every 10 hours worked
More than 10 years of Employment	27 days per year	1.1 hours are accrued for every 10 hours worked
15 years or more of Employment	30 days per year	1.2 hours are accrued for every 10 hours worked

Personal Time planning shall be made in advance to avoid work interruption.

If an Employee needs to take time to visit a doctor or attend a school function, this will not be deducted from Personal Time if this consideration is not abused. The Employee is expected to make up this time off work with the time to be made up within the same week that the leave is taken unless otherwise allowed by the President. However, in the case of hourly Employees, time made up will not be paid at overtime rate unless time goes over statutory 40 hours.

Absences from work that are determined to be a result of a work-related injury will be handled and compensated in accordance with the MHRA's Workers Compensation coverage and policies and with applicable law.

Employees shall advise the President in advance if they know or plan to be absent five days or more or when they learn that they will need to be absent more than five days to allow MHRA to make adequate arrangements to cover such employee's workload. Employees who are absent from work for five or more days due to illness or injury are required to present a return to work form from their doctor prior to being allowed to resume their duties.

Employees are encouraged to use Personal Time each year. Up to five (5) Personal Time days may be carried over into the following calendar year; additional carry-over days require the approval of the President. Unused Personal Time will not be reimbursed to the employee.

Employees may take Personal Time in less than full day increments at the employee's discretion. Personal Time and Holiday time shall be reported to the MHRA Chair on the monthly time sheet, which shall include a cumulative total for Personal Time.

4.3. Holidays:

All regular full-time employees will receive seven (6) paid holidays per year as follows:

- New Year's Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Day

All regular full-time employees are also entitled to four (4) floating days to be used at their discretion.

- **4.4. Jury Duty**: MHRA recognizes that it is the duty of every citizen to fulfill certain civic obligations, including jury duty. If you are called to perform jury duty, you must report your notice to the President as soon as possible. Jury duty will be treated as time worked for eight hours. Upon return to work, you must submit a statement from the appropriate court official verifying the date(s) and amount of time you were on jury duty.
- **4.5. Bereavement**: All employees (regular full-time, regular part-time, and interns) who have been with MHRA for 90 days will be granted up to three (3) days off with pay in the event of a death in the immediate family. For the purpose of this section, "immediate family" is defined as the employee's spouse, parent, child, sibling, grandparent, or the employee's spouse's parent, child, sibling, or grandparent (including step and foster relations). The employee is responsible for providing documentation to meet the criteria of this section.

Section 5: Employee Conduct

- **5.1. MHRA Expectations**: You, as an employee, have certain responsibilities to MHRA, the organization and your fellow co-workers. Only through jointly assuming responsibilities can there be an atmosphere of mutual respect and trust. In order to achieve this vision, we are all responsible for:
 - Establishing a cooperative working relationship with everyone involved in the organization;
 - Abiding by applicable policies and procedures.
 - Taking care of MHRA assets and property.

In addition, you are expected to abide by the following operating principles:

- MHRA is an equal opportunity employer and expects you to share in the responsibility of maintaining a work environment free of discrimination and harassment;
- We believe that common courtesy and respect should be afforded to all individuals. You are expected to engage only in appropriate business conduct while at work or representing the organization at off-site functions;
- We expect high standards of honesty and integrity;
- You are responsible for your actions;
- You have been hired to perform certain work for MHRA for which MHRA provides you compensation;
- It is expected that you will conduct yourself with good judgment and commitment to the organization.
- **5.2.** Code of Business Conduct and Conflicts of Interest: The integrity of MHRA is measured by the conduct of its Board of Directors and employees. All members (Board of Directors, Committee Members, Employees, and Volunteers) at all levels should behave in an honest and ethical manner in all business dealings and in outside matters where their actions could reflect upon MHRA.

Section 6: General Policies

6.1. House Rules:

- **6.1.1 Dress Code**: Office dress is business attire during office hours. Employees may dress casually on any day during which they have no meetings or functions (either in the office or outside the office with people from outside our office). Dress for activities at a construction site should be appropriate for the location. Casual dress does not include ripped or torn apparel.
- **6.1.2 Automobile Liability Insurance**: Employees who have an automobile accident in their personal vehicle on MHRA time or going to or coming from an MHRA function are covered by their personal automobile insurance policy. If the employee does not have automobile insurance at the time of accident, MHRA is not responsible for claims or expenses.
- **6.1.3 Off-Premises Behavior**: MHRA expects all employees to conduct themselves in a professional manner and to present a competent, professional, and polite image whether on or off office premises. Employees shall use good judgment to dress appropriately for all business-related events and meetings and to conduct themselves in such a manner as to reflect well on the MHRA. This includes postings and communications on social networking websites.
- **6.1.4 Weather Emergencies**: MHRA keeps a list of all employees and their home telephone numbers. The President will make the call on business closures and will notify employees. If the emergency occurs outside business hours, employees must keep the President or Chair informed the situation.
- **6.1.5** Time Recording: MHRA requires time sheets from all positions due at the end of every month.
- **6.1.6** Confidential Information: Employees are expected to keep sensitive material and information strictly confidential, unless disclosure is required by law. This applies to information provided by outside sources as well as internal information and sources. Third party business information is always treated as confidential unless the source mentions otherwise. Contact the President if guidance on disclosure of information is required.
- **6.2. Employee Discipline and Misconduct**: MHRA will not tolerate any form of misconduct by employees, and any employee found to have engaged in misconduct will be subject to appropriate disciplinary action, including immediate termination. The types of misconduct which MHRA prohibits include, but are not limited to, the following:
 - theft or dishonesty
 - immoral, indecent or disorderly conduct
 - falsifying records
 - excessive absenteeism/tardiness

- job abandonment
- insubordination or flagrant disobedience
- reading material or working on non-MHRA related business during work hours
- bringing intoxicants, alcoholic beverages or illegal drugs onto worksites, including parking lots; or drinking alcoholic beverages or consuming illegal drugs on the job; or reporting for work with any detectable amount of alcohol or drugs present in one's body
- assaults or threats
- willful destruction or abuse of property or equipment belonging to MHRA or other employees
- disobeying federal, state or local safety rules or regulations
- gambling, fighting or horse play at work
- the use of abusive or threatening language or action against fellow employees or others
- the use of equipment or supplies of MHRA on or off the job without proper authorization
- the violation of any policy or rule of MHRA

The above list of inappropriate conduct is descriptive only and is not intended to be an exclusive list of misconduct which may warrant immediate termination or other forms of discipline.

In addition to prohibiting misconduct, MHRA will not tolerate unsatisfactory work performance. If MHRA believes that an employee's performance deficiencies can be corrected through counseling or other forms of progressive discipline, MHRA will generally attempt progressive discipline first. However, nothing in this section is intended to restrict MHRA's right to terminate an employee for any lawful reason at its sole discretion.

6.3. Separation of Employment:

If for any reason, you desire to terminate your employment with MHRA, you should notify the President as soon as possible. Your intentions to terminate employment should be made in writing, stating your last date of employment and the reason for your resignation. A minimum of thirty days (30) advance notice should be provided.

On your last of day of employment or shortly before, you should return all MHRA property, if any. All MHRA property must be returned before MHRA will issue the last paycheck on the next scheduled payday.

If you have incurred any allowable expenses, for which you have not been paid, an expense report must be turned in, at least one day prior to your final day.

If you give 30 days' notice prior to your last actual day of work, or notice pursuant to your employment contract, you will be paid for any remaining unused Personal Time, calculated on a pro-rata basis up to the last day of employment. You may not use Personal Time as any part of your notice. Any termination for cause initiated by MHRA will result in a loss of accrued Personal Time.

6.4. Health, Safety & Security: MHRA is committed to providing a safe work environment. Employees are expected to follow safe work practices and exercise caution.

Workers' compensation insurance is designed to protect employees in the event of an onthe-job injury or illness. Medical expenses and disability benefits may be payable should employees become ill, injured or disabled as a result of a work-incurred accident or illness. All employees must immediately report any work-related accident or illness.

6.4.1 Violence-Free Workplace: MHRA has a zero-tolerance policy for violence in the workplace.

"Workplace violence" is defined to include:

- Physically aggressive, violent or threatening behavior, such as attempts to instill fear in others or intimidation;
- Verbal or physical threats of any sort;
- Any other conduct that suggests a tendency toward violent behavior. Such behavior includes, but is not limited to, excessive arguing, profanity, threats of sabotage of MHRA property, belligerent speech or a demonstrated pattern of insubordination and refusal to follow MHRA policies and procedures;
- Causing physical damage to MHRA's property; or
- Carrying firearms or weapons of any type while conducting MHRA business.

If any MHRA employee becomes aware of or observes any of the above-referenced behavior or actions by a co-worker, consultant, visitor, or any other party, he or she should notify the President immediately. Employees should notify the President if they are aware of any restraining orders that are in effect, or of the existence of any other non-work related situation with the potential to erupt into workplace violence.

All reports of violence in the MHRA workplace will be taken seriously and will be investigated thoroughly and promptly. To the extent possible, MHRA will keep the identity of the reporting employee confidential. However, under certain circumstances, MHRA may need to disclose the reporting employee's identity (for example, to protect that individual's safety). MHRA will not tolerate retaliation in any form against any employee who makes a good-faith report of workplace violence.

- **6.5. Financial Policies**: Employees must comply with the Board's delegation of financial signing authority and contractual delegation authority.
- **6.6. Personnel Files**: MHRA maintains a personnel file for every employee and intern. It is important that accurate, current records be maintained for benefits and employment purposes. Therefore, all employees are required to notify MHRA immediately, if there is any change in relevant personal or employment information such as:
 - Legal Name;
 - Address and phone number;
 - Marital status;
 - Emergency Contact;
 - Number of dependents (including name, date of birth and relationship); and
 - Income tax withholding exemptions (in writing, using the appropriate form).

All information contained in the personnel file is the property of MHRA. It is not available for review by anyone other than the employee and management, unless otherwise required by law. With reasonable advance written notice, you may review material in your personnel file with management. You may copy but not remove any documents from the file.

6.7. Internet and Computer Usage: The use of MHRA's email system, is for MHRA business and is to be used for authorized purposes only. Brief and occasional personal use of the electronic mail system is acceptable as long as it is not excessive or inappropriate, occurs during personal time (lunch or other breaks, or before or after regular work hours), and does not result in expense to MHRA.

Use is defined as "excessive" if it interferes with normal job duties, responsiveness, or the ability to perform daily job activities. Electronic communication should not be used to solicit or sell products, distract co-workers, or disrupt the workplace.

Use of MHRA email systems is a privilege granted by MHRA and may be revoked at any time for inappropriate conduct including, but not limited to:

- Sending chain letters;
- Engaging in private or personal business activities;
- Misrepresenting yourself or MHRA;
- Engaging in unlawful or malicious activities;
- Using abusive, profane, threatening, racist, sexist or otherwise objectionable language in either public or private messages;
- Sending, receiving or accessing pornographic materials;
- Becoming involved in partisan politics;

- Causing congestion, disruption, disablement, alteration or impairment of MHRA systems;
- Using recreational games; and/or
- Defeating or attempting to defeat security restrictions on MHRA systems and applications.

Using MHRA email systems to create, view, transmit or receive racist, sexist, threatening or otherwise objectionable or illegal material is strictly prohibited, and person's violation this policy may be subject to disciplinary action up to and including termination.

6.8. Electronic Mail and Computer Files: Employees must be aware that the e-mail messages they send and receive using MHRA email system are not private and are subject to viewing, downloading, inspection, release and archiving by MHRA at all times and are subject to open records requests. No employee may access another employee's computer, computer files or electronic mail messages without prior authorization from either the employee or an appropriate MHRA official.

Memorial-Heights Redevelopment Authority

OF EMPLOYEE HA	
I acknow Redevelopment Authority employee handbook.	rledge receiving the Memorial-Heights
I clearly understand that this handbook does not MHRA and me. I understand that MHRA procedures in this handbook at any time, with or	may change or modify the policies and
I have read the policies outlined in the MHR MHRA's rules and regulations during my emption violating the policies and rules set out in this has to and including termination of employment.	ployment with MHRA. I understand that
Employee:	
Name:	Date

Memorial Heights Redevelopment Authority/TIRZ No. 5 Project Update – June 17, 2021



JC WA	Project Name	CIP Project Number	Status	Work Completed Since April 2021 Board Meeting	Work Anticipated in the Next Month
WA#1	General Consultation	-	In Progress	Updated and maintained master schedule. Design and draft CID.	Update COH MWDBE Database for all active CIP projects.
				Reviewed draft CIP Mat with Hamman according LIPM agreements.	Maintain project list and Story Map, as needed.
				Met with Hanover regarding HPW approvals. Met with the Projects Committee.	Update and maintain master schedule.
WA#7	Heights Boulevard	T-0527	Active Design	Coordinated with HPW on Maintenance Agreement signatures.	Coordinate final plan signatures from HPW.
VV /\m /	Safety Improvements	1-0327	Active Design	Coordinated with the Worldwartenance Agreement signatures.	Coordinate iiilai pian signatures nom nir w.
	Sarcty improvements			 Prepared solution for Silver at Spring. 	•
WA#8	North Canal Project	T-0525	Planning	• N/A	Continue coordination with COH to determine scope and responsibilities, as needed
					 Meet with TxDOT and HCFCD to determine scope and responsibilities, as needed.
T-0523A-	Shepherd and Durham	T-0523A	Planning	Provided documentation for submittal to FHWA.	Continued support of grant administration.
WA#1	Grant Coordination				
T-0523A-	Shepherd and Durham	T-0523A	Active Design	Continued Environmental tasks.	Continue Environmental tasks.
WA#2	PER			•	•
T-0523A- WA#3	Shepherd and Durham - Phase 1 Final Design	T-0523A	Active Design	Submitted 100% design plans to HPW on 5/24/2021.	 Address any remaining comments from HPW and submit final plans for signatures beginning late June.
w, and	i nase I i mai Besign			Continued coordination with HPW on street lights.	Compplete coordination on street lights.
				Continued coordination with METRO on BOOST and Inner-Katy	Continue coordination with CenterPoint and AT&T regarding
				BRT.	their facilities.
				Received and began addressing final comments from HPW.	• Request place on July UCC agenda.
T-0528-	West Dallas Restriping	T-0528	Active Design	Updated bus stop location.	Coordinate utility signatures.
WA#1				Added utility information to plans and submit for signatures.	Submit final plans for HPW signatures.
T-0530- WA#1	White Oak Bayou Trail Connection	T-0530	Active Design	• Added utility information to plans and submit for signatures.	Coordinate utility signatures.
				Continued preparation of final design plans.	Submit final plans for HPW signatures.

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6/17/2021

EXHIBIT "A"

Form of Task Order

Memorial Heights Redevelopment Authority (TIRZ No. 5)

FISCAL YEAR 2021

Work Authorization No. 2 - General Engineering Services

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 support MHRA with non-CIP related projects.
- 2.0 SCOPE OF SERVICES: The ENGINEER shall perform tasks as directed by MHRA related to:
 - 2.1 General On-Call Board meetings, Committee Meetings, workshops, unplanned project efforts, CIP coordination, etc.
 - 2.2 COH Database Update and maintain records for all projects in the COH MWDBE database.
 - 2.3 20th Street Design and reconstruction efforts for this corridor are being led by COH. The team will meet with the COH as necessary and keep track of the status of the ongoing discussion and future plans for this corridor.
- 3.0 FEE AND PAYMENT: The ENGINEER shall complete the tasks in this WORK AUTHORIZATION for an hourly not to exceed amount of \$25,000.00 (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.
- 4.0 PROJECT SCHEDULE: The schedule to complete this work is approximately six (6) months.

IN WITNESS WHEREOF, the parties have executed this TASK ORDER as of ______, 20__.

MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY: By:	JONES By:	CARTER Madfill
Name:	Name: _	Martin Murdock
Title:	Title:	Vice President

ATTEST: Kirstenther &

Opp / Project No. 14760-0001-00 6/17/2021

	Practice	PEV	PEIV	PEIII	DEI	Construction	Admin	Sub-Total	Sub Cons.	Sub Cons.	Sub Cons.	Total
	Leader					MV	II				(cost + 10%)	Budget
JONES CARTER	\$260.00	\$240.00	\$225.00	\$195.00	\$110.00	\$195.00	\$80.00					
BASIC SERVICES												,
Task 200 - Design Phase Services									<u>'</u>			
1 General On-Call												
a Week Starting July 5		1	2		4			\$1,130			\$0.00	\$1,130.00
b Week Starting July 12			2	2	2			\$1,060			\$0.00	\$1,060.00
c Week Starting July 19			2		4			\$890			\$0.00	\$890.00
d Week Starting July 26			2		2		1	\$750			\$0.00	\$750.00
e Week Starting August 2	1	1	2	2	4	1		\$1,975			\$0.00	\$1,975.00
f Week Starting August 9			2		2			\$670			\$0.00	\$670.00
g Week Starting August 16			2		4		1	\$970			\$0.00	\$970.00
h Week Starting August 23			2	2	2			\$1,060			\$0.00	\$1,060.00
i Week Starting August 30			2		2			\$670			\$0.00	\$670.00
j Week Starting September 6		1	2		2			\$910			\$0.00	\$910.00
k Week Starting September 13			2	1	4		1	\$1,165			\$0.00	\$1,165.00
l Week Starting September 20			2		2			\$670			\$0.00	\$670.0
m Week Starting September 27			3		3			\$1,005			\$0.00	\$1,005.0
n Week Starting October 4		1	2		2			\$910			\$0.00	\$910.0
o Week Starting October 11			2	1	4		1	\$1,165			\$0.00	\$1,165.0
p Week Starting October 18			2		2			\$670			\$0.00	\$670.0
q Week Starting October 25			2		4			\$890			\$0.00	\$890.0
r Week Starting November 1			2	1	2			\$865			\$0.00	\$865.0
s Week Starting November 8		1	2		2		1	\$990			\$0.00	\$990.0
t Week Starting November 15			2		4			\$890			\$0.00	\$890.0
u Week Starting November 22			2		2			\$670			\$0.00	\$670.0
v Week Starting November 29			2		4			\$890			\$0.00	\$890.0
w Week Starting December 6	1	1	2		2	1	1	\$1,445			\$0.00	\$1,445.0
x Week Starting December 13			2		4			\$890			\$0.00	\$890.0
y Week Starting December 20			2		2			\$670			\$0.00	\$670.0
z Week Starting December 27							1	\$80			\$0.00	\$80.0
2 Update COH MWDBE Database												
a Week Starting July 5			1				2	\$385			\$0.00	\$385.0
b Week Starting September 6							2	\$160			\$0.00	\$160.00
c Week Starting October 4			1				2	\$385			\$0.00	\$385.0
d Week Starting December 6							2	\$160			\$0.00	\$160.0
Hours Subtotal	2	6	53	9	71	2	15					
SUBTOTAL BASIC SERVICES	\$ 520	\$ 1,440	\$ 11,925	\$ 1,755	\$ 7,810	\$ 390	\$ 1,200	\$25,040	\$0.00	\$0.00	\$0.00	\$25,040.00

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.6 – Construction Phase Services for Phase 1 (Interstate 610 to West 15th Street)

This WORK AUTHORIZATION authorizes professional engineering services to be performed by JONES | CARTER (the "ENGINEER") pursuant to the Master Agreement for Professional 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:

MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY:

- 1.0 PROJECT DESCRIPTION: The ENGINEER shall provide Construction Phase Engineering Services for the reconstruction of Shepherd Drive, Durham Drive, and Selected Cross Streets between West 15th Street and Interstate 610.
- 2.0 SCOPE OF SERVICES: The ENGINEER shall perform tasks as identified in the attached Scope of Services Construction Phase for the project. Additional Services include Street and Pedestrian Lighting Support, Water and Wastewater Support, and Urban Design and Tree Protection/Mitigation Support.
- 3.0 FEE AND PAYMENT: The ENGINEER shall complete the tasks in this WORK AUTHORIZATION for a combination of lump sum and hourly not to exceed amount of \$678,800.00 (see Exhibit "B" of the PSA for applicable schedule of hourly rates).

 Basic Services (Lump Sum)
 \$364,200.00

 Additional Services
 \$309,200.00

 Reimbursable Expenses
 \$5,400.00

 Total
 \$678,800.00

4.0 PROJECT SCHEDULE: The schedule to complete this work is 36 months.

IN WITNESS WHEREOF, the parties have executed this TASK ORDER as of ______, 20__.

JONES | CARTER MACO A A

Ву:	By:	
Name:	Name: Martin Murdock	
Title:	Title: Vice President	
	ATTEST: Kirstentler	



Tel: 713.777.5337 Fax: 713.777.5976 www.jonescarter.com



June 16, 2021

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 Phase 1 (T-0523A)

Proposal for Professional Services for Construction Phase Services

Houston, Texas

Dear Sherry:

Jones & Carter, Inc. (J|C) appreciates the opportunity to present this proposal for construction phase services in connection with the Shepherd, Durham, and Selected Cross Streets Reconstruction project for Memorial Heights Redevelopment Authority (MHRA)/TIRZ No. 5. J|C will perform construction phase services as described below. Construction Management services are not included in this proposal and will be provided separately.

Scope of Services

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

1. Construction Phase Services (CPS)

J|C will provide construction phase services including attendance at the pre-construction conference, and substantial and final walkthroughs. J|C will respond to contractor Requests for Information, review submittals, and assist MHRA with project close-out at completion. J|C will continue coordination with private utilities through the corridor. J|C will provide the general framework for the traffic signal field books as necessary. J|C will provide certification for Substantial Completion and Final Completion. Using the record plan set from the Contractor, J|C will prepare record drawings showing the as-built conditions of the improvements.

2. <u>Progress Meetings</u>

J|C will attend bi-weekly construction progress meetings. Based on the scheduled duration of each meeting and anticipated follow-up site visits by J|C attendees to review discussed agenda items, an additional one-hour time commitment is being included per meeting. J|C also anticipates attendance at one construction progress meeting every other month by an additional project engineer (civil, electrical, or traffic) to provide immediate feedback/direction on pressing issues that arise due to the complex nature of the project.

3. Stakeholder Coordination

J|C will attend stakeholder meetings (private utility, City, property owner, etc.) as needed/directed over the course of construction. J|C anticipates attendance by the Project



Shepherd Durham and Selected Cross Streets Reconstruction Phase ${\bf 1}$ – Construction Phase Services Page 2 June 16, 2021

Manager once per month (36 meetings, 2.5 hours each) and/or a J|C civil, electrical, or traffic project engineer (8 meetings, 2.5 hours each) to coordinate construction efforts with stakeholders.

4. GIS Story Map Updates

Following bi-weekly progress meetings, J|C will provide updates to the GIS story map for the Shepherd Durham project with the goal of informing the public of project updates (including construction progress, traffic control changes, closures, lane shifts, etc.)

A details breakdown of the level of effort to complete these services is provided in Attachment A.

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

1. <u>Design Changes for Changing Conditions (Hourly)</u>

The corridor is rapidly redeveloping. As adjacent conditions change, revisions to the design of the proposed improvements may be required. As needed, J|C will review the redeveloped conditions and make minor adjustments to the design of the proposed improvements as appropriate.

2. Street Lighting and Behind the Curb Lighting (Hourly)

Hunt & Hunt will provide engineering services during construction related to street lighting and behind the curb lighting.

3. Water and Wastewater Support (Hourly)

The J|C Team shall provide engineering services during the construction of water line and wastewater line improvements.

4. <u>Urban Design and Tree Protection, Mitigation, and Planting Plan</u> (Hourly)

SWA Group (SWA) will provide construction phase services related to the hardscape and landscape improvements for the project corridor. For a more detailed breakdown of SWA's scope of work, see Attachment B.

Schedule

J|C will work with MHRA, the City, MHRA's Construction Manager, and the Contractor to perform the above scope in keeping with the 36-month schedule established for construction.

Proposed Fee

J|C is requesting a fee of \$678,800.00 for the construction phase services described in this proposal. For a detailed breakdown of the fee, refer to Attachment A.



Shepherd Durham and Selected Cross Streets Reconstruction Phase 1 – Construction Phase Services Page 3
June 16, 2021

Special Considerations

This proposal is based on the following special considerations:

- 1. The Scope presented in this proposal covers engineering services during construction. Construction Management service are to be provided under a separate contract.
- 2. Services requested by the MHRA that are outside the scope of this proposal can 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 1st of each year.
- 3. Fees do not include sales taxes that may be imposed.
- 4. 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.
- 5. This proposal shall be valid for sixty days from this date and may be extended upon approval by J|C.

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,

Martin C. Murdock, P.E.

Vice President

Kristen Hennings, P.E., CFM, LEED® Green Associate

Senior Project Manager

Kister Her &

Attachments

Attachment A - Fee Breakdown

Phase 1 Construction Phase Services T-0523A

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

		PE V	PE IV	PE III	PE I	DE I	GIS Operator	Sub-Total	Sub Cons.	Sub Cons. (cost + 8%)	Total Budget
JONES CARTER		\$240.00	\$225.00	\$195.00	\$150.00	\$110.00	\$145.00			, ,	
Task 300 - Construction Phase Services											
1	Construction Phase Services							\$0		\$0.00	\$0.00
	General Project Management/Coordination	18	96	36				\$33,780		\$0.00	\$33,780.00
	Pre-Construction Conference		16	8		5		\$6,340		\$0.00	\$6,340.00
	Submittals		48	64		54		\$30,900		\$0.00	\$30,900.00
	RFIs/Design Mods		160	80	128	44		\$76,480		\$0.00	\$76,480.00
	Site Visits		72	52	36	72		\$40,920		\$0.00	\$40,920.00
	Walkthroughs and Documentation		36	18		36		\$15,570		\$0.00	\$15,570.00
	Record Drawings		60	30	80	30		\$40,650		\$0.00	\$40,650.00
2	Progress Meetings (BiMonthly in Person) (approx 60 meetings)		240	210				\$94,950		\$0.00	\$94,950.00
3	Stakeholder Coordination		90	20				\$24,570		\$0.00	\$24,570.00
4	GIS Story Map Update		68				188	\$42,980		\$0.00	\$42,980.00
	Total Construction Phase Services										\$364,200.00
Task 3	310-340 - Subconsultant Construction Phase Services										
1	Design Changes for Changing Conditions (Hourly)		64	128	32			\$44,580		\$0.00	\$44,580.00
2	Landscape Architectural - SWA								\$127,500.00	\$137,700.00	\$137,700.00
3	Engineering Support - sub (MBE)								\$107,500.00	\$116,100.00	\$116,100.00
4	Lighting - sub (MBE)								\$10,000.00	\$10,800.00	\$10,800.00
	Total Additional Construction Phase Services										\$309,200.00
Task 8	300 - Reimbursable Expenses										
1	Repro/Mileage/Parking								\$5,000.00	\$5,400.00	\$5,400.00
2										\$0.00	\$0.00
3										\$0.00	\$0.00
	Total Reimbursable Expenses										\$5,400.00
	Hours Subtotal	18	950	646	276	241					
SUBT	OTAL BASIC SERVICES - CONSTRUCTION	\$ 4,320	\$ 213,750	\$ 125,970	\$ 41,400	\$ 26,510		\$ 451,720	\$ 245,000	\$ 264,600	\$ 678,800.00

ATTACHMENT B

SWa Houston

The Jones on Main 712 Main Street 6th Floor Houston, Texas 77002

+1.713.868.1676 www.swagroup.com 16 June, 2021

Jones | Carter 6330 West Loop South, Suite 150 Bellaire, Texas 77401

Re: Shepherd | Durham Drainage and Mobility Reconstruction – Construction Phase Services JACt003

Dear Kristin Hennings:

We are pleased to submit the following proposal for Professional Services in connection with the project referenced above.

This Agreement is by and between SWA Group ("SWA"), a California corporation, and Jones I Carter ("Client"), Houston, Texas. All terms and conditions of this Agreement shall be governed by the Professional Services Agreement as executed by Jones & Carter, Inc. and SWA with an effective date of 17 September 2020.

SWA shall provide professional services and coordination with Jones | Carter on the project referenced above, the extent of which includes portions of Shepherd Drive, Durham Drive, W 24th Street, W 20th Street, W 19th Street, W 18th Street, W 16th Street and W 15th Street as indicated on the attached drawing entitled: Exhibit A, SWA limit of work; received from Jones | Carter on the 25th of November 2019.

SCOPE OF SERVICES

SWA shall provide construction phase services for scope items as they relate to the Bid Set issued on June 24, 2021 within the public ROW of streets segments noted above. The focus of SWA's work scope will be the integration of selections for pedestrian paving finishes, bike lane finishes, tree planters, tree plantings, soil cells and planter ledges in coordination with related engineering, traffic and mobility enhancements.

SWA will perform the following for the Project:

- Collaborate with the City of Houston, Jones I Carter, Project Construction Contractor, and TIRZ 5 such that SWA services are coordinated with the Contractor's schedule and construction sequence for the amenity improvements for the Project;
- Participate in on-site meetings and/or make periodic visit to the site (up to 72 visits) to
 observe the progress of the construction of amenity improvements and its adherence to the
 design documents for construction;



Shepherd | Durham / Jones | Carter June 16, 2021 JACt101 Page 2 of 3

3. Work with TIRZ 5, Project Engineer and the Contractor to address design / construction

issues that may arise from time to time;

4. Prepare field reports summarizing these site observation visits and provide periodic reports

to the Authority;

5. Review and respond to TIRZ 5/ Contractor submittals and RFI's for the amenity (above $\,$

ground) improvements;

6. Select and tag trees in the local tree nursery;

7. Prepare punch list for final completion of the amenity improvements (above ground) at the

time of Substantial Completion; and,

8. Make final (one visit) walk-through following contractors completion of all punch list items.

SCHEDULE

The project's construction is estimated by the Construction Contractor at thirty six (36) months.

Any material extension of time that requires additional work by SWA may require additional

services.

TERMS AND FEES

Services described shall be provided on an hourly, not to exceed budget of \$127,500 and be based

on SWA's 2021 standard hourly rates. Expenses will be billed in addition to the fee and are not

included in the budget above.

We would be pleased to answer questions you may have or to clarify any points above.

If this proposal meets with your approval, please sign below and return one copy for our files.

Sincerely yours,

SWA GROUP

Kinder Baumgardner, ASLA

Managing Principal / Contracting Agent

Landscape Architect, Texas License #2700

Scott McCready, ASLA

Principal

Landscape Architect, Texas License #3140



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Shepherd | Durham / Jones | Carter June 16, 2021 JACt101 Page 3 of 3

Accepte	d: Jones and Carter
Ву:	
Title:	
Date:	

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INTERLOCAL AGREEMENT FOR ENGINEERING DESIGN AND CONSTRUCTION OF SHEPHERD DRIVE AND DURHAM DRIVE FROM INTERSTATE 610 TO WEST 15TH STREET AND SELECTED CROSS STREETS

THE STATE OF TEXAS §

COUNTY OF HARRIS §

ARTICLE 1. PARTIES

This Interlocal Agreement for Engineering Design and Construction of Shepherd Drive and Durham Drive (Interstate 610 to West 15th Street) and Selected Cross Streets ("Agreement") is made effective on the Countersignature Date between the City of Houston, a home-rule city of the State of Texas (the "City"), and Memorial-Heights Redevelopment Authority, a not-for-profit, local government corporation organized and existing under the laws of the State of Texas (the "Authority"). For the purposes of this Agreement, the City and the Authority are referred to singularly as "Party" and collectively as "Parties." This agreement is made pursuant to Chapter 791 of the Texas Government Code. The addresses of the Parties, which one Party may change by giving written notice to the other Party, are as follows:

1.1 Addresses

The initial addresses of the Parties, which one Party may change by giving written notice of its changed address to the other Party are as follows:

<u>City:</u> Authority:

Director Houston Public Works City of Houston P.O. Box 1562 Houston, TX 77251

The Parties agree as follows:

President Memorial-Heights Redevelopment Authority c/o Sanford Kuhl Hagan Kugle Parker Kahn LLP 1980 Post Oak Blvd., Suite 1380 Houston, TX 77098

1.2. Table of Contents

This Agreement consists of the following sections:

Page No.

ARTICLE 1 PARTIES	 1
ARTICLE 2 RECITALS	 4
ARTICLE 3 DEFINITIONS	4
ARTICLE 4 PROJECT	5
ARTICLE 5 DUTIES OF THE AUTHORITY	5
ARTICLE 6 DUTIES OF CITY	 8
ARTICLE 7 TERM AND TERMINATION	 8
ARTICLE 8 MISCELLANEOUS PROVISIONS	9
EXHIBITS	

A-Engineering and Construction Cost Estimate for Sanitary Sewer and Water Lines

1.3. Parts Incorporated

The exhibits described above are incorporated into this Agreement.

1.4. Controlling Parts

If a conflict between the sections of this Agreement and the exhibits arises, the sections control over the exhibits.

1.5. Signatures. The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

REDEVELOPMENT AUTHORITY	CITY: CITY OF HOUSTON, TEXAS
By:	
Name: Ann Lents Title: Chair	Mayor
	ATTEST/SEAL
	City Secretary
	APPROVED
	Director, Houston Public Works
	COUNTERSIGNED BY:
	City Controller
	DATE COUNTERSIGNED:
	APPROVED AS TO FORM:
	Assistant City Attorney
	L.D. File No

ARTICLE 2

- 2.1 The Authority was created to act on behalf Tax Increment Reinvestment Zone Number 5, which was created by the City by Ordinance No. 96-1337, for the purposes of redevelopment in the Memorial-Heights Area.
- 2.2 The Authority has committed to the reconstruction of Shepherd Drive and Durham Drive from Interstate 610 to West 15th Street and selected cross streets (the "Project"). The City desires to improve infrastructure in the area, and agrees to participate in the Project by entering into this Agreement.
- 2.3 The Authority is the recipient of a BUILD grant from the United States Department of Transportation (the "Grant") to fund the construction of the Project, in accordance with the Grant's requirements.
- 2.4 The Authority is required to design all of its road projects, including the Project, to the standards of the City and to obtain the approval of the City's Public Works and Engineering Department of the design of all its road projects, including the Project.
- 2.5 The Parties agree that the respective rights, duties and obligations regarding this joint project are as specified in this Agreement.

ARTICLE 3 DEFINITIONS

- 3.1 All terms used in this Agreement shall have the meanings given herein, unless otherwise specified.
 - 3.1.1. "Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and the Authority.
 - 3.1.2 "City" is defined in the preamble of this Agreement and includes it successors and assigns.
 - 3.1.3 "Department" means the City of Houston's Houston Public Works.
 - 3.1.4 "Director" means the Director of Houston Public Works, or his or her designee.
 - 3.1.5 "Effective Date" means the date shown as the date on the countersignature on the signature page of this Agreement.
 - 3.1.6 "Party" or "Parties" means the City or the Authority, individually or collectively as indicated in the context in which it appears.
 - 3.1.7 "Project" means the improvements to Shepherd Drive and Durham Drive from Interstate 610 to West 15th Street, including selected cross streets.
 - 3.1.8 "President" means the President for the Authority or her designee.
 - 3.1.9 "Term" means the period of time described in Article 7, Section 7.1, during which this Agreement is in effect.

ARTICLE 4 PROJECT

- **4.1. Project.** The Project consists of improvements to Shepherd Drive and Durham Drive from Interstate 610 to West 15th Street and selected cross streets. Specifically, the Project will reconstruct and improve Shepherd Drive and Durham Drive from Interstate 610 to West 15th Street, two parallel arterial roadways and selected cross streets, in accordance with City standards, upgrading the storm sewer infrastructure, installing new pavement and sidewalks, replacing and upgrading traffic signals, replacing water and sewer lines, as well as installing landscaping and streetscape amenities.
- **4.2. City's Requested Improvements.** The City requests the Authority to include the following improvements in the Project, (the "City's Requested Improvements"):
 - 4.2.1. Design and construction of water lines and sanitary sewer lines associated appurtenances along Shepherd Drive and Durham Drive from Interstate 610 to West 15th Street, as detailed on Exhibit A, attached hereto.

ARTICLE 5 DUTIES OF THE AUTHORITY

5.1. Project Plans

- 5.1.1. The Authority shall prepare or cause to be prepared design plans for the Project that conform to City's most current design and engineering standards.
- 5.1.2. The Authority shall incorporate the City's Requested Improvements into the Project.
- 5.1.3. The Authority shall prepare or cause to be prepared the design plans for the City's Requested Improvements. The Project design plans, including the City's Requested Improvements, shall be submitted to the City, and approved at the City's sole discretion.

5.2. Construction Management.

- 5.2.1. The Authority shall be responsible for providing for and funding construction management services for the Project utilizing qualified personnel, and the City shall fund the construction management services attributable to the City's Requested Improvements, as estimated on Exhibit A attached hereto, to the extent permitted by law.
- 5.2.2. The Authority shall regularly report on the progress of the construction work to the Director at intervals and in a format agreed to by the Executive Director of the Authority and the City.
- 5.2.3. During the course of the work, City agrees to assist the Authority, providing timely engineering reviews, permit decisions, and final inspection as required.
- 5.2.4. City representatives from the Department shall be invited to all project progress meetings and will be allowed access to the Project site at all times.

5.3. Change Order Approval

5.3.1. If during the construction work a change order is necessary that impacts the City's share of the cost of Project, the Authority shall immediately notify the Director.

- 5.3.2. The Authority shall not have the right of approval to issue change orders on the City's behalf.
- 5.3.3. The Director and the Authority shall seek to reach mutual agreement within a reasonable period of time on the need and the cost of the proposed change order. However, acceptance of a proposed change order affecting the City's Requested Improvements shall be at the Director's sole discretion.

5.4. Acceptance of Work and Construction Audit

- 5.4.1. Upon notification by the Authority, the Director and President shall meet at the work site to consider a recommendation from the Authority for a determination that the Project or a portion thereof is "Substantially Complete". If the Director concurs in the recommendation, then the Director shall transmit in writing his concurrence that the Project or a portion thereof be designated as Substantially Complete to the President.
- 5.4.2. Upon acceptance of the recommendation that the entire Project is Substantially Complete, the President shall meet with Director to determine a list of outstanding items still to be completed and to review.
- 5.4.3. Upon notification by the Authority of the outstanding items identified at the time of Substantial Completion, the President shall meet at the work site to consider a recommendation from the Authority for a determination of Final Completion. If the Director concurs in the recommendation, then the Director shall transmit in writing his concurrence that the Project be designated as having achieved "Final Completion".

5.5. Project Costs

- 5.5.1. The Authority shall be responsible for the cost of the design plan and construction of the Project. This cost excludes the cost of the design plans and construction for the City's Requested Improvements.
- 5.5.2. The Authority shall be responsible for providing and paying for construction phase engineering services, except for the construction phase engineering services attributable to the City's Requested Improvements, as estimated on Exhibit A attached hereto, to the extent permitted by law.

5.6. Project Construction Contract Administration

- 5.6.1. The Authority will advertise for and receive bids for the construction of the Project based upon the approved bid documents and plans and specifications. Upon receipt and tabulation of all bids, the Authority will determine the lowest responsive and responsible bidder for the Project in accordance with State law and the procurement policy adopted by the Authority for the Project.
- 5.6.2. The Authority will act as administrator of the Project, and will execute all bid documents, contracts, insurance agreements, bonds and other such documents as required by law to facilitate the construction of the Project.

- 5.6.3. The Authority shall require that the construction contractor submit a good and sufficient statutory payment and performance bonds in the amount of the contract for the construction of the Project, conditioned upon the construction contractor's full and timely performance of the contract.
- 5.6.4. The Authority shall require that the construction contractor's insurance policies name the City as an Additional Insured, in the amounts listed and coverages required in this Section. All such insurance policies, with the exception of Workers' Compensation, shall be in such amounts as determined by the City.
- 5.6.5. The Authority or the Authority's design professional shall administer and supervise construction of the Project; provided, however, that the City or its designated representative(s) shall have access at all reasonable times to the construction site and to all relevant plans, specifications, contract documents and records in order to verify that all work is performed in compliance with this Agreement.

5.7. Insurance

- 5.7.1. The Authority shall require that any entity working for the Authority on this Project to provide the following minimum insurance:
- 5.7.2. Workers' Compensation covering the entity in the amount required by law;
- 5.7.3 Employer's Liability at the following limits: Bodily Injury by Accident \$1,000,000 (each accident); Bodily Injury by Disease \$1,000,000 (policy Limit); and Bodily Injury by Disease \$1,000,000 (each employee);
- 5.7.4. Commercial General Liability Insurance including Contractor's Protective Liability, Broad Form Property Damage, Contractual Liability, Bodily Injury, Personal Injury, and Products and Completed Operations (for a period of four years following completion) in combined single limit of \$1,000,000 each occurrence, subject to general aggregate \$2,000,000; Products and Completed Operations, \$1,000,000 each occurrence, subject to general aggregate \$2,000,000;
- 5.7.5 Owners and Contractor's Protective Liability at the following limits: \$1,000,000 combined single limit each occurrence/\$2,000,000 aggregate;
- 5.7.6 All-risk Insurance Value of stored equipment or material;
- 5.7.7. Comprehensive Automobile Liability Insurance, including owned and non-owned, as well as hired, vehicles used for the project (limits of \$1,000,000.00 combined single limit for each single occurrence);
- 5.7.8 Excess Coverage: \$1,000,000 each occurrence/combined aggregate in excess of the limits specified for Employer's Liability, Commercial General Liability, and Automobile Liability; and
- 5.7.9. Professional Liability Insurance, if applicable, (minimum limits of \$2,000,000 per claim/aggregate)
- 5.7.10. If professional liability coverage is written on a "claim made" basis, the covered entity shall also provide proof of renewal each year for two years after substantial completion of the project or in the alternative; evidence of extended reporting period coverage for a period of two

years after substantial completion, or a project liability policy for the project covered by this Agreement with a duration of two years after substantial completion.

- 5.7.11. Each entity shall name the City and the Authority as an "Additional Insured" on the Commercial General Liability and Comprehensive Automobile Liability policies.
- 5.7.12. All insurance policies, except Professional Liability, must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City.
- 5.7.13 Each entity shall give 30-days written notice to the City and the Authority before its policies are canceled or not renewed.
- **5.8. Audit.** In accordance with the Grant requirements, the Authority shall prepare an audit of the Project, including an audit of the City's Requested Improvements. The Authority shall provide such audit to the City.

ARTICLE 6 CITY'S DUTIES

- **6.1. Approval Authority.** The City shall review and approve the Project design plan, which shall include design plans for the City's Requested Improvements, produced by Authority or Authority's design professional. The City shall have sole discretion in its review and approval of the design of the City's Requested Improvements.
- **6.2. Project Costs.** The City shall be responsible for the costs to design and construct the City's Requested Improvements, to the extent permitted by law. A construction cost estimate is attached and incorporated herein as Exhibit A.

6.3. Payment.

- 6.3.1. At the completion of the Project, and to the extent permitted by law, the City shall reimburse the Authority the actual costs of design and construction of the City's Requested Improvements, net of any proceeds reimbursement received by the Authority from the Grant. The City agrees to submit the reimbursement to the Authority within 45 days of completion of the Project.
- 6.3.2. The City's funding responsibility shall not exceed \$3,570,590 without the prior consent and authorization of the City.
- **6.4. Maintenance.** Upon completion and acceptance by the City of the Project, the City shall assume the maintenance obligations for all standard improvement within the City's right-of-way.
- **6.5. Limit of Appropriation.** Authority recognizes that under certain provisions of the Charter of the City of Houston, the City may not obligate itself by contract to an extent in excess of an amount therefore appropriated by City Council and further recognizes that the City Council has appropriated and allocated \$3,570,590.00 under this Agreement. Unless the City Council makes further appropriations for this Agreement, the City's obligation to the Authority under this Agreement must not exceed \$3,570,590.00.

ARTICLE 7 TERMS & TERMINATIONS

- **7.1.** Term. This Agreement is effective on the Effective Date and remains in effect until December 31, 2024, or upon completion of the Project, whichever is sooner, unless terminated in accordance with this Agreement.
- **7.2. Termination.** The City may terminate the Agreement, with or without cause, any time prior to the award of bid for the construction of the Project, by written notice to the Authority. In any event, this Agreement terminates upon completion of the Project and its acceptance by both Parties.

ARTICLE 8 MISCELLANEOUS

- **8.1.** Captions. Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.
- **8.2.** No Additional Waiver Implied. If either Party fails to require the other to perform a term of this Agreement, that failure does not prevent the Party from later enforcing that term and all other terms. If either Party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement. An approval by the Director, or by any other employee or agent of the City, of any part of the Authority's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law.
- **8.3.** Written Amendment. Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City and the Authority. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.
- **8.4.** Agreement Not for Benefit of Third Parties. This Agreement is not intended to benefit any party other than the Parties to this Agreement or to impose any duty upon the City or the Authority toward any person or entity not a party hereto.
- **8.5. Entire Agreement**. Upon execution of this Agreement by both of the Parties, this Agreement shall constitute the entire agreement between the Parties for the Project.
- **8.6. Assignment**. No Party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other Party hereto.
- **8.7. Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed delivered on the earlier of the following dates: the date of actual receipt or the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested), addressed to the respective other Party at the address prescribed herein above or at such other address as the receiving Party may have theretofore prescribed by written notice to the sending Party.
- **8.8. Legal Construction**. If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices the other Party.
- **8.9. Joint Enterprise**. This Agreement is not intended to and shall not create a joint enterprise between the City and the Authority. It is understood and agreed by the Parties that the personnel of one Party shall not be considered employees, agents, partners, joint venturers or servants of the other Party to this Agreement. The Parties are undertaking governmental functions or services under this Agreement and the

purpose hereof is solely to further the public good, rather than any pecuniary purpose. The Party undertaking work under this Agreement shall have a superior right to control the direction and management of such work and the responsibility for day to day management and control of such work, except as may otherwise expressly be provided herein.

- **8.10. Approvals**. The Authority and the City may designate one or more officials from time to time to make any approvals or decisions required under this Agreement.
- **8.11.** Independent Contractor. The Authority is an independent contractor and shall perform the services provided for in this Agreement in that capacity. The City has no control or supervisory powers over the manner or method of the Authority's performance under this Agreement. All personnel the Authority uses or provides are its employees or subcontractors and not the City's employees, agents, or subcontractors for any purpose whatsoever. The Authority is solely responsible for the compensation of its personnel, if any, including but not limited to: the withholding of income, social security, and other payroll taxes and all worker's compensation benefits coverage.
- **8.12.** Governing Law and Venue. This Agreement shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Houston. Venue for any disputes relating in any way to this Agreement shall lie exclusively in Harris County, Texas.
- **8.13.** Inspections and Audits. City representatives may perform, or have performed, (1) audits of the Authority's books and records, and billing documents which are directly related to performance or payment under this Agreement, and (2) inspections of all places where work is undertaken in connection with this Agreement. The Authority shall keep its books and records available for this purpose for at least four years after this Agreement terminates. This provision does not affect the applicable statute of limitations.
- **8.14.** Enforcement. The City Attorney, or his or her designee, shall have the right to enforce all legal rights and obligations under this Agreement without further authorization. The Authority shall provide to the City Attorney all documents and records that the City Attorney deems necessary to assist in determining compliance with this Agreement, with the exception of those documents made confidential by federal or state law or regulation.
- **8.15. Ambiguities.** If any term of this Agreement is ambiguous, it shall not be construed for or against either Party on the basis that the Party did nor not write it.
- **8.16. Survival.** The Authority shall remain obligated to City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.
- **8.17.** Successors and Assigns. This Agreement shall bind and benefit the Parties and their legal successors. This Agreement does not create any personal liability on the part of any officer, director, employee or agent of either Party.
- **8.18.** Remedies Cumulative. Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative or all rights and remedies, which exist now or in the future. Neither Party may terminate its duties under this Agreement except in accordance with its provisions.

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Exhibit "A"

Engineering and Construction Cost Estimate for Water Line and Sanitary Sewer Line

Summary of Est. Construction and Engineering Costs for Water and Wastewater Improvements on Shepherd, Durham, and Selected Cross Streets

ltem	Phase 1
General	\$ 97,803.60
Water	\$ 1,660,430.00
Sanitary	\$ 766,626.00
Subtotal	\$ 2,524,859.60
Contingency (20%)	\$ 504,971.92
CM/CA/MTS	\$ 393,878.10
Total Construction	\$ 3,423,709.62
Design	\$ 146,880.00
Total Implementation	\$ 3,570,589.62

^{*} based on 60% estimate

ENGINEERS COST ESTIMATE FOR THE TOTAL RECONSTRUCTION OF SHEPHERD, DURHAM, AND SELECT CROSS STREETS - PHASE 1 Shepherd (IH-610 to W. 15th), Durham (IH-610 to W. 15th), W. 24th, W. 20th, W. 19th, W. 18th, and W. 16th

MATER LINE ITEMS	Item No.	Unit Price No.	Description	Unit	Quantity	_	Unit Price		Estimate		
2	GENERAL ITEMS					-		_			
2 2511-449 12-inch Diameter Plug and Clamp EA 1 \$ 1,000.00 \$ 1,000.00	1	1502-100	Mobilization	LS	1	\$	97,803.60	\$	97,803.60		
3 2511-576 4-inch Diameter Water Line by Open Cut	WATER LINE ITEM	IS									
4 2511-577 6-inch Diameter Water Line by Open Cut	2	2511-449	12-inch Diameter Plug and Clamp	EA	1	\$	1,000.00	\$	1,000.00		
5 2511-578 8-inch Diameter Water Line by Open Cut LF 4102 \$ 80.00 \$ 328,160.00 6 2511-579 12-inch Diameter Water Line by Open Cut LF 6031 \$ 100.00 \$ 63,100.00 7 2513-105 2-inch Diameter Wet Connection EA 2 \$ 500.00 \$ 1,000.00 8 2513-106 4-inch Diameter Wet Connection EA 1 \$ 750.00 \$ 750.00 9 2513-107 6-inch Diameter Wet Connection EA 10 \$ 1,000.00 \$ 10,000.00 10 2513-108 8-inch Diameter Wet Connection EA 366 \$ 1,500.00 \$ 549,000.00 11 2516-102 Cut, Plug, and Abandon Existing 6-inch Diameter Waterline EA 10 \$ 400.00 \$ 4,000.00 12 2516-103 Cut, Plug, and Abandon Existing 8-inch Diameter Waterline EA 8 \$ 700.00 \$ 5,600.00 13 2516-104 Cut, Plug, and Abandon Existing 12-inch Diameter Waterline EA 4 \$ 1,000.00 \$ 4,000.00 14 2520-100 6-inch Dia	3	2511-576	4-inch Diameter Water Line by Open Cut	LF	63	\$	60.00	\$	3,780.00		
1	4	2511-577	6-inch Diameter Water Line by Open Cut	LF	192	\$	70.00	\$	13,440.00		
7 2513-105 2-inch Diameter Wet Connection EA 2 \$ 500.00 \$ 1,000.00 8 2513-106 4-inch Diameter Wet Connection EA 1 \$ 750.00 \$ 750.00 9 2513-107 6-inch Diameter Wet Connection EA 10 \$ 1,000.00 \$ 10,000.00 10 2513-108 8-inch Diameter Wet Connection EA 366 \$ 1,500.00 \$ 549,000.00 11 2516-102 Cut, Plug, and Abandon Existing 6-inch Diameter Waterline EA 10 \$ 400.00 \$ 4,000.00 12 2516-103 Cut, Plug, and Abandon Existing 12-inch Diameter Waterline EA 8 700.00 \$ 5,600.00 13 2516-104 Cut, Plug, and Abandon Existing 12-inch Diameter Waterline EA 4 \$ 1,000.00 \$ 4,000.00 14 2520-100 6-inch Diameter Fire Hydrant Branch by Open Cut LF 186 \$ 75.00 \$ 13,950.00 15 2520-200 Fire Hydrant Assembly, All Depths, Including 6-inch Diameter Set Valve and Box EA 12 \$ 5,000.00 \$ 60,000.00 16	5	2511-578	8-inch Diameter Water Line by Open Cut	LF	4102	\$	80.00	\$	328,160.00		
8 2513-106 4-inch Diameter Wet Connection EA 1 \$ 750.00 \$ 750.00 9 2513-107 6-inch Diameter Wet Connection EA 10 \$ 1,000.00 \$ 10,000.00 10 2513-108 8-inch Diameter Wet Connection EA 366 \$ 1,500.00 \$ 549,000.00 11 2516-102 Cut, Plug, and Abandon Existing 6-inch Diameter Waterline EA 10 \$ 400.00 \$ 4,000.00 12 2516-103 Cut, Plug, and Abandon Existing 12-inch Diameter Waterline EA 8 \$ 700.00 \$ 5,600.00 13 2516-104 Cut, Plug, and Abandon Existing 12-inch Diameter Waterline EA 4 \$ 1,000.00 \$ 4,000.00 14 2520-100 6-inch Diameter Fire Hydrant Branch by Open Cut LF 186 \$ 75.00 \$ 13,950.00 15 2520-200 Fire Hydrant Assembly, All Depths, Including 6-inch Diameter Banch Diameter Blow-Off Valve with Box EA 12 \$ 5,000.00 \$ 60,000.00 16 2521-100 2-inch Diameter Blow-Off Valve with Box EA 2 \$ 1,200.00 \$ 2,400.00	6	2511-579	12-inch Diameter Water Line by Open Cut	LF	6031	\$	100.00	\$	603,100.00		
9 2513-107 6-inch Diameter Wet Connection EA 10 \$ 1,000.00 \$ 10,000.00	7	2513-105	2-inch Diameter Wet Connection	EA	2	\$	500.00	\$	1,000.00		
10	8	2513-106	4-inch Diameter Wet Connection	EA	1	\$	750.00	\$	750.00		
11 2516-102 Cut, Plug, and Abandon Existing 6-inch Diameter Waterline EA 10 \$ 400.00 \$ 4,000.00 \$ 12 2516-103 Cut, Plug, and Abandon Existing 8-inch Diameter Waterline EA 8 \$ 700.00 \$ 5,600.00 \$ 13 2516-104 Cut, Plug, and Abandon Existing 12-inch Diameter Waterline EA 4 \$ 1,000.00 \$ 4,000.00 \$ 14 2520-100 6-inch Diameter Fire Hydrant Branch by Open Cut	9	2513-107	6-inch Diameter Wet Connection	EA	10	\$	1,000.00	\$	10,000.00		
12	10	2513-108	8-inch Diameter Wet Connection	EA	366	\$	1,500.00	\$	549,000.00		
13	11	2516-102	Cut, Plug, and Abandon Existing 6-inch Diameter Waterline	EA	10	\$	400.00	\$	4,000.00		
14 2520-100 6-inch Diameter Fire Hydrant Branch by Open Cut	12	2516-103	Cut, Plug, and Abandon Existing 8-inch Diameter Waterline	EA	8	\$	700.00	\$	5,600.00		
15 2520-200 Fire Hydrant Assembly, All Depths, Including 6-inch Diameter Gate Valve and Box EA 12 \$ 5,000.00 \$ 60,000.00	13	2516-104	Cut, Plug, and Abandon Existing 12-inch Diameter Waterline	EA	4	\$	1,000.00	\$	4,000.00		
Diameter Gate Valve and Box	14	2520-100	6-inch Diameter Fire Hydrant Branch by Open Cut	LF	186	\$	75.00	\$	13,950.00		
17 2521 6-Inch Gate Valve with Box EA 13 \$ 1,750.00 \$ 22,750.00 18 2521 8-inch Gate Valve with Box EA 6 \$ 2,000.00 \$ 12,000.00 19 2521 12-inch Gate Valve with Box EA 3 \$ 2,500.00 \$ 7,500.00 20 2525-107 12-inch by 12-inch Diameter Tapping Sleeve and Valve with Box EA 2 \$ 3,500.00 \$ 7,000.00 21 2525-222 24-inch by 12-inch Diameter Tapping Sleeve and Valve with Box EA 2 \$ 5,500.00 \$ 11,000.00 SANITARY SEWER ITEMS 22 2082-250 4-foot Diameter Watertight Manhole EA 85 \$ 4,500.00 \$ 382,500.00 23 2222-105 Abandon and Fill 6-inch Diameter Sewer LF 210 \$ 25.00 \$ 5,250.00	15	2520-200	, , , , , ,	EA	12	\$	5,000.00	\$	60,000.00		
18	16	2521-100	2-inch Diameter Blow-Off Valve with Box	EA	2	\$	1,200.00	\$	2,400.00		
19	17	2521	6-Inch Gate Valve with Box	EA	13	\$	1,750.00	\$	22,750.00		
20 2525-107 12-inch by 12-inch Diameter Tapping Sleeve and Valve with Box 2 \$ 3,500.00 \$ 7,000.00 21 2525-222 24-inch by 12-inch Diameter Tapping Sleeve and Valve with Box 2 \$ 5,500.00 \$ 11,000.00 22 2082-250 4-foot Diameter Watertight Manhole EA 85 \$ 4,500.00 \$ 382,500.00 23 2222-105 Abandon and Fill 6-inch Diameter Sewer LF 210 \$ 25.00 \$ 5,250.00 25.	18	2521	8-inch Gate Valve with Box	EA	6	\$	2,000.00	\$	12,000.00		
20	19	2521	12-inch Gate Valve with Box	EA	3	\$	2,500.00	\$	7,500.00		
21	20	2525-107		EA	2	\$	3,500.00	\$	7,000.00		
22 2082-250 4-foot Diameter Watertight Manhole EA 85 \$ 4,500.00 \$ 382,500.00 23 2222-105 Abandon and Fill 6-inch Diameter Sewer LF 210 \$ 25.00 \$ 5,250.00	21	2525-222		EA	2	\$	5,500.00	\$	11,000.00		
23 2222-105 Abandon and Fill 6-inch Diameter Sewer LF 210 \$ 25.00 \$ 5,250.00	SANITARY SEWER	ITEMS									
	22	2082-250	4-foot Diameter Watertight Manhole	EA	85	\$	4,500.00	\$	382,500.00		
24 2222-106 Abandon and Fill 8-inch Diameter Sewer LF 2088 \$ 32.00 \$ 66,816.00	23	2222-105	Abandon and Fill 6-inch Diameter Sewer	LF	210	\$	25.00	\$	5,250.00		
	24	2222-106	Abandon and Fill 8-inch Diameter Sewer	LF	2088	\$	32.00	\$	66,816.00		

ENGINEERS COST ESTIMATE FOR THE TOTAL RECONSTRUCTION OF SHEPHERD, DURHAM, AND SELECT CROSS STREETS - PHASE 1 Shepherd (IH-610 to W. 15th), Durham (IH-610 to W. 15th), W. 24th, W. 20th, W. 19th, W. 18th, and W. 16th

Item No.	Unit Price No.	Description	Unit	Quantity	Unit Pri	ce	Estimate
25	2531-106	6-inch Diameter Sanitary Sewer by Open Cut	LF	64	\$	75.00	\$ 4,800.00
26	2531-107	8-inch Diameter Sanitary Sewer by Open Cut	LF	3414	\$	90.00	\$ 307,260.00
	Subtotal			\$ 2,524,859.60			
				Plus 20% Con	tingencies		\$ 504,971.92
				TxDOT CM/C/	A		\$ 393,878
				Total Constru	ction Cost		\$ 3,423,709.62
				Design			\$ 146,880
				ROW Acquisit	ions		\$ -
				Total Implem	entation		\$ 3,570,590



NORTH CANAL HIGH FLOW DIVERSION CHANNEL PROJECT COST SHARE INTERLOCAL AGREEMENT

THE STATE OF TEXAS

§

COUNTY OF HARRIS

THIS INTERLOCAL AGREEMENT (this "Agreement") is made by and between the CITY OF HOUSTON, TEXAS (the "City"), a municipal corporation and home-rule city of the State of Texas principally situated in Harris County, acting by and through its governing body, the City Council, and MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY (the "Authority"), a nonprofit local government corporation, organized and existing under the laws of the State of Texas, acting by and through its governing body, the Board of Directors and acting on behalf of REINVESTMENT ZONE NUMBER FIVE, CITY OF HOUSTON, TEXAS (the "Memorial Heights TIRZ"), a reinvestment zone created by the City of Houston pursuant to Chapter 311 of the Texas Tax Code. The City and the Authority are each a "Party" to this Agreement and may be collectively referred to herein as the "Parties."

WHEREAS, the City desires to design North and South Canal diversion and overflow channels on White Oak and Buffalo Bayous to provide additional detention, and to make channel conveyance improvements to White Oak Bayou, including bridge modifications at Heights Boulevard and Main Street as shown on attached Exhibit A; and

WHEREAS, the State of Texas, through the Texas Division of Emergency Management, an agency of the State of Texas ("TDEM"), had entered into a Grant Agreement with the Federal Emergency Management Agency ("FEMA") to receive federal funding (the "Grant Funds") for cost-effective post-disaster projects under the Hazard Mitigation Grant Program, pursuant to Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act; and

WHEREAS, TDEM has approved the City's application to receive an award of the Grant Funds to fund the design activities ("Phase I Activities") for the North Canal High Flow Diversion Channel Project subject to the terms of a sub-grant agreement (the "Sub-Grant Agreement") between TDEM and the City, attached hereto and incorporated herein as an Exhibit "B", and the City expects to receive funding to proceed with the construction activities ("Phase II Activities") once the Phase I Activities have been completed; and

WHEREAS, the City and the Authority agree that the North Canal High Flow Diversion Channel Project will provide a desired public benefit and the Authority desires to contribute money to the City's completion of the Phase I and Phase II Activities (collectively, the "Project");

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the Parties herein named, the Parties agree as follows:

ARTICLE 1

PARTIES

1.1. Addresses. The initial addresses of the Parties, which one Party may change by giving written notice of its changed address to the other Party, are as follows:

City	Authority
City of Houston Houston Public Works P.O. Box 1562 Houston, Texas 77251-1562 Attn: HoJin Lim, Deputy Assistant	Memorial Heights Redevelopment Authority c/o SKLaw 1980 Post Oak Blvd., Suite 1380 Houston, Texas 77056
Director	With Copy to:
	Ms. Sherry Weesner, P.E. P. O. Box 130627
	Houston, Texas 77219 sherry@memorialheightstirz5.com

1.2. Index. The City and the Authority hereby agree to the terms and conditions of this Agreement. This Agreement consists of the following sections:

	Page	No.
ARTICLE 1	PARTIES	1
ARTICLE 2	DUTIES OF THE CITY	3
ARTICLE 3	DUTIES OF THE AUTHORITY	4
ARTICLE 4	TERM AND TERMINATION	5
ARTICLE 5	INSURANCE	7
ARTICLE 6	MISCELLANEOUS	7
EXHIBITS		
A	North Canal High Flow Diversion Channel Project	
В	Sub-Grant Agreement	

1.3. Parts Incorporated. All of the above described sections and documents are hereby incorporated into this Agreement by this reference for all purposes.

ARTICLE 2 DUTIES OF THE CITY

- **2.1. Scope of Project.** The Phase I Activities shall consist, solely, of the project scope identified in the Sub-Grant Agreement and shall be completed pursuant to the terms of that agreement.
- **2.2. Management.** The Parties agree that the City shall act as the Project Manager for the completion of the Phase I Activities, and that such role shall include, without limitation, the authority to: (i) apply the applicable procurement laws to procure necessary services, (ii) select the necessary service providers; (iii) establish timelines for the production and delivery of materials; (iv) issue directives in the resolution of day-to-day design and permitting tasks; (v) make all other material decisions, selecting contract terms, managing form and content of submissions, evaluating sufficiency of the materials produced, and implementing any necessary cost-reduction measures.
- 2.3. Delivery of the Plans. Notwithstanding the preceding provision, the City will deliver 30% (being contained within a Preliminary Engineering Report), 60% and 90% plans (the "Plans") to the Sherry Weesner, President of the Authority, for review and comments. Should the Authority have concerns over the Plans it shall, within two (2) weeks of receipt of each submittal from the City, deliver written comments for the City's consideration. The City agrees to work cooperatively with the Authority to resolve any concerns; provided, however, the City's oversight, management, and decision with regard to the sufficiency and desirability of the Plans shall be superior and final. The City shall then submit 100% Plans to the Authority which shall be reviewed, commented on, and approved in the same manner and subject to the City's same superior oversight rights as the prior Plan submittals. Failure to comment within the two-week comment period will be treated as the Authority's having no objection to the submitted Plans.
- **2.4. Documents.** Each Party shall have access to, and the right to be furnished with, at any time and upon request, documents relevant to the completion of the Phase I Activities, including, but not limited to, relevant drawings, specifications, agreements, permits, approvals, permissions, letters, denials, and any other relevant documents and correspondence.
- **2.5. Project Meetings.** The City agrees to notify and invite the Authority to all Project meetings for the Phase I Activities and Phase II Activities meetings.
- **2.6. Phase II.** The City and District agree that, should the Phase II Activities be approved, the provisions of this Article 2 shall apply to the scope, management, plan approval process, access to documents and meetings for those Phase II Activities.

ARTICLE 3 DUTIES OF THE AUTHORITY

- **3.1 Authority Contribution to the Phase I and Phase II Activities.** The Authority agrees to contribute a maximum of TWENTY-FIVE MILLION AND NO/100 DOLLARS (\$25,000,000.00) (the "Authority's Contribution") towards the Project.
 - a) The Authority agrees that it will remit ONE MILLION TWO HUNDRED TWENTY THOUSAND ONE HUNDRED THIRTY-SEVEN AND 69/100 DOLLARS (\$1,220, 137.69) to the City within forty-five (45) days of the City's written requests.
 - b) The Authority agrees to remit in equal amounts the remainder of the Authority Contribution over a course of four (4) annual payments to the City within forty-five (45) days of the City's written requests. The Parties agree that the City shall not make the first of the 4 payment requests for the remainder of the Authority Contribution until the City receives written notice that the Phase II Activities have been approved or the City completes its publication notice for advertising and receiving bids for the construction of the Project, whichever is latest. Thereafter, the City shall make requests annually until all payments are made by the Authority.
 - c) The Authority agrees that the Authority Contribution will be remitted to the City over a course of five (5) payments, each to be delivered within forty-five (45) days of the City's written requests.
- **3.2** Use of the Authority's Contribution. The City agrees that it shall only use the Authority's Contribution for the completion of the Project and that the Authority's Contribution shall be applied on a pro rata basis.
- **3.3** Project Accounting and Reimbursement to the Authority. The City agrees to supply the Authority with an accounting in the form of a copy of each request for reimbursement the City makes to TDEM for the Project within fifteen (15) days of submitting the request.
 - a) Should the Authority disagree with a use of the Authority's Contribution demonstrated upon the delivered accounting, the Authority shall deliver written notice to the City identifying the disagreed use of the Authority's Contribution and stating the Authority's reason for disagreement. The Authority shall attach the relevant invoice to the written notice. Both parties shall be responsible for maintaining a copy of such notices. Upon the completion of the Project, the Parties agree to meet for the sole purpose of reconciling the use of the funds.
 - b) If any portion of the Authority's Contribution is not expended by the City for the Project, the City shall reimburse the Authority for the unused portion of those funds within forty-five (45) days of the completion of the Project.
 - c) Should the City be reimbursed underneath the terms of the Sub-Grant for any portion of the funds expended on the Project, the City shall remit to the Authority its pro rata share of such reimbursement within forty-five (45) days of the completion of the Project, or the City's receipt of the reimbursement, whichever comes last.

3.4 Recovery and Liability. The Parties recognize that the City will be the contracting party for the contracts awarded for either the Phase I or Phase II Activities ("Service Contract(s)). The City agrees that should the City receive any monetary recovery in enforcing its rights or claims under any of the Service Contracts (herein, a "Recovery"), the City shall remit to the Authority a pro rata portion of the Recovery, if applicable. Should the City be required to pay any financial obligation under the Service Contracts as determined in an action or claim brought against the City thereunder, the City agrees that it is solely liable for any such liability.

ARTICLE 4 TERM AND TERMINATION

- **4.1. Agreement Term**. This Agreement shall become effective as of the date it is countersigned by the City Controller and, unless sooner terminated under this Agreement, shall expire upon either (a) the City's completion of the Phase I Activities and receipt of notification that the City will not receive approval for the Phase II Activities, or (b) the ninetieth (90th) day after the end of the period of performance for the Phase II Activities as referenced in the applicable sub-grant agreement.
- 4.2. Termination for Convenience. The City may terminate this Agreement at any time, and without cause by providing thirty (30) days' written notice to the Authority. The City, upon such termination, shall be relieved of all further obligations hereunder except as follows: the City shall return to the Authority any portion of the Authority's Contribution that the City has not (a) expended or (b) encumbered to pay its obligations for the Phase I or Phase II Activities under an existing Service Contract at the time of such termination. The Authority may terminate this Agreement at any time, and without cause, and shall be relieved of all further obligations hereunder, by providing ninety (90) days' written notice to the City unless there is an existing Service Contract.

TERMINATION OF THIS AGREEMENT IS THE PARTIES' ONLY REMEDY FOR TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. THE PARTIES WAIVE ANY CLAIMS THEY MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM TERMINATION FOR CONVENIENCE.

4.3. Termination for Breach. Either Party may terminate its performance under this Agreement if the other Party defaults and fails to cure such default within thirty (30) days after receiving written notice of it. Default occurs if a party fails to perform one or more of its material duties under this Agreement. If a default occurs, the injured party shall deliver a written notice to the defaulting party describing the default and the proposed termination date. The date must be at least fourteen (14) days after receipt of such notice. The injured party, at its sole option, may extend the proposed termination date to a later date. If the defaulting party cures the default before the proposed termination date, the proposed termination is ineffective. For the default to be considered cured, the defaulting party must provide written notice to the injured party demonstrating that is has performed the necessary steps to cure the default. If the defaulting party does not cure the

default before the proposed termination date, the injured party may terminate its performance under this Agreement on the termination date.

- **4.4. Remedies Cumulative.** Unless otherwise specified elsewhere in this Agreement, the rights and duties contained in this Agreement are not exclusive but are cumulative of all rights and remedies which exist now or in the future. Neither Party may terminate its duties under this Agreement except in accordance with its provisions.
- 4.5 Breach of City's External Obligations. The Parties recognize that the City shall have certain obligations pursuant to applicable sub-grant agreements between the City and TDEM. Should the City be in default of any of its obligations under any such sub-grant agreement(s), the City agrees to provide the Authority any notices of default the City receives. The City agrees that the Authority's Contribution shall not be used to repay any grant repayment obligations required of the City, and the Authority shall not otherwise be responsible for any grant repayment obligations of the City arising out of such defaults.

ARTICLE 5 INSURANCE

5.1 Insurance. The City shall require that each contractor for the Phase I Activities, and Phase II Activities, if approved, provide minimally those levels of insurance customary for the size and kind of project contemplated. All insurance policies, except Workers' Compensation and Professional Liability, shall name the City as an additional insureds. Each policy must also contain an endorsement to the effect that the issuer waives any rights of subrogation against the City, its officers, agents or employees, and that it shall give at least forty-five (45) days' written notice to the City before the policy may be canceled, materially changed, or non-renewed.

ARTICLE 6 MISCELLANEOUS PROVISIONS

- **6.1. Purpose of Agreement.** The Parties agree that this Agreement is necessary for the benefit of the public and that each Party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement.
- **6.2. Relationship of Parties.** This Agreement is not intended to and shall not create a joint enterprise between the City and the Authority. It is understood and agreed that the Authority and Authority's personnel shall not be considered employees, agents, partners, joint venturers, or servants of the City. It is also understood and agreed that the City and the City's personnel shall not be considered employees, agents, partners, joint venturers, or servants of the Authority. Each Party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

- **6.3. Enforcement.** The City Attorney, or his designee, shall have the right to enforce all legal rights and obligations under this Agreement without further authorization. The Authority covenants to provide the City Attorney all documents and records that the City Attorney deems necessary to assist in determining compliance with this Agreement. Likewise, the City covenants to provide the Authority all documents and records that the Authority deems necessary to assist in determining compliance with this Agreement.
- **6.4. Notices.** All notices and communications required or permitted hereunder shall be in writing and delivered directly or mailed by certified mail return receipt requested. Notice shall be deemed delivered on the earlier of the date of actual receipt or the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed addressed to the respective other party at the address prescribed in Article 1 of this Agreement or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party.
- **6.5.** Assignment. Neither Party shall make, in whole or in part, or in law or otherwise, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other Party hereto.
- **6.6.** Governing Law. This Agreement shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Houston. Venue for any disputes relating in any way to this Agreement shall lie exclusively in Harris County, Texas.
- **6.7. Drafting Party.** Should any provision of this Agreement require judicial interpretation, the City and the Authority hereby agree and stipulate that the court interpreting or considering the same shall not apply the presumption that the terms hereof shall be construed against the Party who prepared the same, it being agreed that the Parties hereto have participated in the preparation of this Agreement and that each Party had full opportunity to consult legal counsel of choice before the execution of this Agreement.
- **6.8.** Third Party Beneficiary. This Agreement shall not bestow any rights upon any third party, but rather shall bind and benefit the City and the Authority only.
- **6.9. Severability.** In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either the City or the Authority in their respective rights and obligations contained in the valid terms, covenant and conditions hereof.
- **6.10.** Entire Agreement. This Agreement merges the prior negotiations and understandings of the Parties hereto and embodies the entire agreement of the Parties, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to

the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

- **6.11.** Captions. Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.
- **6.12.** Written Amendment. Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each Party hereto.
- **6.13. Non-Waiver.** Failure of either Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.
- **6.14.** Successors. This Agreement shall bind and benefit the Parties and their legal successors. This Agreement does not create any personal liability on the part of any officer or agent of the City or the Authority.
- **6.15.** No Waiver of Immunity. Neither Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.
- **6.16.** Force Majeure. Neither Party shall be held liable for any loss or damage due to delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such causes may include acts of God, acts of civil or military authority, government regulations (except those promulgated by the party seeking the benefit of this section) embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, other major environmental disturbances or unusually severe weather conditions.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

THE AUTHORITY: MEMORIAL HEIGHTS	THE CITY: CITY OF HOUSTON, TEXAS
REDEVELOPMENT AUTHORITY	Signed by:
By:	
Name: [INSERT] Title: Chairman, Board of Directors	Mayor
ATTEST/SEAL:	ATTEST/SEAL:
By:Name:	
Title: Secretary, Board of Directors	City Secretary
	APPROVED AND RECOMMENDED:
	Director, Public Works and Engineering
	COUNTERSIGNED BY:
	City Controller
	DATE COUNTERSIGNED:
	APPROVED AS TO FORM:
	Assistant City Attorney L.D. File No.

EXHIBIT "A" NORTH CANAL HIGH FLOW DIVERSION CHANNEL PROJECT



EXHIBIT "B" SUB-GRANT AGREEMENT



EXHIBIT "A"

Form of Task Order

Memorial Heights Redevelopment Authority (TIRZ No. 5)

Project No. T-0532 - Zone Wide Safety and Mobility Projects Work Authorization No. 1 – Condition Assessment and Project Prioritization

This WORK AUTHORIZATION authorizes professional engineering services to be performed by JONES | CARTER (the "ENGINEER") pursuant to the Master Agreement for Professional 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:

Basic Services

4.0

- 1.0 PROJECT DESCRIPTION: The ENGINEER shall provide an assessment of condition and connectivity for pedestrian, bicycle, and transit facilities within and across the boundaries of MHRA.
- 2.0 SCOPE OF SERVICES: The ENGINEER shall perform tasks as identified in the attached Scope of Services Concept Analysis and Project Prioritization for the project.
- 3.0 FEE AND PAYMENT: The ENGINEER shall complete the tasks in this WORK AUTHORIZATION for a lump sum not to exceed amount of \$60,000.00 (see Exhibit "B" of the PSA for applicable schedule of hourly rates).

Reimbursable Expenses \$290.00 \$60,000.00 Total PROJECT SCHEDULE: The schedule to complete this work is six (6) months. IN WITNESS WHEREOF, the parties have executed this TASK ORDER as of , 20 .

\$59,710.00

MEMORIAL HEIGHTS REDEVELOPMENT AUTHORIT	Y: JONES CARTER
Ву:	By:
Name:	Name: Martin Murdock
Title:	Title: Vice President
	ATTEST: Kirsten Herris



6330 West Loop South, Suite 150 Bellaire, Texas 77401

> Tel: 713.777.5337 Fax: 713.777.5976 www.jonescarter.com

June 16, 2021

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

Re: Zone Wide Safety and Mobility Projects (T-0532)

Proposal for Professional Services for Condition Assessment and Project Prioritization

Houston, Texas

Dear Sherry:

Jones & Carter, Inc. (J|C) appreciates the opportunity to present this proposal for condition assessment and project prioritization services in connection with the Zone Wide Safety and Mobility Projects for Memorial Heights Redevelopment Authority (MHRA)/TIRZ No. 5.

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 an analysis of the condition of facilities in the field denoting their condition. This data shall be combined with nearby destinations and consideration shall be given to METRO's first and last mile connectivity. Ultimately, a prioritization matrix shall be developed to systematically develop meaningful projects and costs associated with each.

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 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. Desktop and Field Data Collection

a. Conduct desktop review of the Houston Bike Plan, METRO Bus routes, area agency capital improvement plans, general sidewalk connectivity, and noteworthy destinations (ie. parks, schools, shopping districts, restaurants, residential areas) in and across the Zone.



Zone Wide Safety and Mobility Projects – Proposal for Professional Services Page 2 June 16, 2021

- b. Using notes and mapping from the desktop review, walk the Zone and assess the condition of existing sidewalks noting width, condition, accessibility, and connectivity.
- c. Note the locations and conditions of traffic control features (traffic signals, signage, crosswalks, etc.) as they related to pedestrian and bicycle safety.

3. Process Field Data

- a. Log all data collected from the field and begin classifying conditions block-by-block and by parcel.
- b. Review available crash data for pedestrian and cyclist crashes.

4. Mapping (pdfs)

- a. Map sidewalk conditions and classifications.
- b. Map bus stop locations.
- c. Map Houston Bike Plan facilities, both existing and proposed.
- d. Identify and map destinations in an adjacent to the Zone boundaries.

5. Develop Matrix

- a. Develop a matrix that will be used to prioritize walking, biking, and transit connectivity.
- b. Matrix will also be used to group needs and recommendations into project packages.

6. Cost Estimates

Prepare preliminary estimates of construction costs for the project packages to be used for budgeting.

7. Project Prioritization

Using the developed matrix and the associated project costs, develop a list of projects and packages with rankings for short-term and long-term implementation. Once developed, a future phase of the project could include identification of potential funding partners and grant opportunities.

A detailed breakdown of the level of effort to complete these services in provided in Attachment A.

Reimbursable Expenses

1. Repro/Mileage/Parking Expenses

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

Assumptions

The design of recommended projects 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.



Zone Wide Safety and Mobility Projects – Proposal for Professional Services Page 3
June 16, 2021

Schedule

J|C to complete the condition assessment within three (3) months and project prioritization within three (3) months with a total project duration of approximately six (6) 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 \$60,000.00 for the condition assessment and project prioritization services described in this proposal.

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 1st 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.

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,

Martin Murdock, P.E.

Vice President

Attachments

Kristen Hennings, P.E., CFM, LEED® Green Associate

Senior Project Manager

Kirstenten

T-0532 - Zone Wide Safety and Mobility Projects

ENGINEERING FEE BREAKDOWN

Opp / Project No. (14760-00XX-00) 6/11/2021

											0, 11, 1011	
	Practice Leader	PEV	PEIV	PEI	Eng Assistant	GISIII	Admin	Sub-Total	Sub Cons.	Sub Cons.	Sub Cons. (cost + 8%)	Total Budget
		4240.00	4225.00		450.00	4445.00	 				(031 1 8/0)	Dauget
JONES CARTER	\$250.00	\$240.00	\$225.00	\$150.00	\$60.00	\$145.00	\$80.00					
BASIC SERVICES												
Task 100 - Preliminary Phase Services												
1 General Project Management		8	8				4	\$4,040			\$0.00	\$4,040.00
2 Field Data Collection		4	4	16	264		2	\$20,260			\$0.00	\$20,260.00
3 Process Field Data		2	2	8	40			\$4,530			\$0.00	\$4,530.00
4 Mapping		4	8	8		47		\$10,775			\$0.00	\$10,775.00
5 Develop Matrix		8	16	16			3	\$8,160			\$0.00	\$8,160.00
6 Prioritization		8	8	8				\$4,920			\$0.00	\$4,920.00
7 Cost Estimates		4	8	16	32			\$7,080			\$0.00	\$7,080.00
												\$0.00
Task 800 - Reimbursable Expenses												
1 Repro/Mileage/Plan Approval Expenses									\$269.00		\$290.52	\$290.52
2											\$0.00	\$0.00
												\$0.00
Hours Subtotal	0	38	54	72	336	47	9					
SUBTOTAL BASIC SERVICES	\$ -	\$ 9,120	\$ 12,150	\$ 10,800	\$ 20,160	\$ 6,815	\$ 720	\$59,765	\$269.00	\$0.00	\$290.52	\$60,055.52

EXHIBIT "A"

Form of Task Order

Memorial Heights Redevelopment Authority (TIRZ No. 5)

Project No. T-0533 – Zone Wide Localized Stormwater Management Projects Work Authorization No. 1 – Preliminary Drainage Study

This WORK AUTHORIZATION authorizes professional engineering services to be performed by JONES | CARTER (the "ENGINEER") pursuant to the Master Agreement for Professional 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:

MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY:

- 1.0 PROJECT DESCRIPTION: The ENGINEER shall conduct preliminary drainage analysis for storm systems within MHRA.
- 2.0 SCOPE OF SERVICES: The ENGINEER shall perform tasks as identified in the attached Scope of Services Preliminary Drainage Modeling for the project. Reimbursable expenses include installation of sensors as part of a street flooding study, reproduction, mileage, and parking.
- 3.0 FEE AND PAYMENT: The ENGINEER shall complete the tasks in this WORK AUTHORIZATION for a lump sum not to exceed amount of \$60,200.00 (see **Exhibit "B" of the PSA** for applicable schedule of hourly rates).

 Basic Services
 \$55,200.00

 Reimbursable Expenses
 \$5,000.00

 Total
 \$60,200.00

4.0 PROJECT SCHEDULE: The schedule to complete this work is four (4) months.

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

JONES | CARTER /

Ву:	By:
Name:	Name: Stephen Reiter
Title:	Title: Vice President
	ATTEST: Kirster Herris



6330 West Loop South, Suite 150 Bellaire, Texas 77401

> Tel: 713.777.5337 Fax: 713.777.5976 www.jonescarter.com

June 16, 2021

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

Re: Zone Wide Localized Stormwater Management Project (T-0533)

Proposal for Professional Services for Preliminary Zone-Wide Drainage Analysis

Houston, Texas

Dear Sherry:

Jones & Carter, Inc. (J|C) appreciates the opportunity to present this proposal for preliminary drainage analysis services in connection with the Zone Wide Localized Stormwater Management Projects for Memorial Heights Redevelopment Authority (MHRA)/TIRZ No. 5.

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 identification of problem areas, determination of potential causes, and recommendation of proposed improvements to address localized drainage challenges within MHRA.

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 include:

1. Project Management

a. J|C will develop a schedule, provide weekly updates, conduct progress meetings, and ensure all deliverables meet your expectations.

2. Data Collection

a. J|C will utilize publicly available data from the appropriate entities. J|C will collect data from HCFCD, City of Houston, and utilize the existing data we have developed from the Shephard Durham efforts. Data will include historical flooding, existing models, floodplain information, topographic data, and other information necessary to complete the scope of services.



Zone Wide Localize Stormwater Management Projects – Proposal for Professional Services Page 2
June 16, 2021

b. J|C will attend up to three meetings with local agencies to discuss drainage concerns, data collection, and ongoing efforts related to drainage.

3. Preliminary Analysis

a. J|C will utilize the best available data where detailed modeling has been completed. However, in areas where localized street flooding has not been studied, we will develop a rain on grid HEC-RAS 2D model to estimate the 2-, 10-, and 100-year street ponding depths. In addition, J|C will analyze 2 historical storm events to assist in understanding historical flooding that may have been reported. This analysis will be preliminary in nature and assist MHRA in developing a better understanding of existing conditions that do not necessarily relate to riverine flooding from the bayous and tributaries. The deliverables will include ponding depth maps for each of the studied storm events.

4. Categorization and Prioritization

- a. J|C will utilize the existing detailed 2D modeling from the Shephard Durham analysis, the rain on grid analysis, and the existing floodplain data from HCFCD to categorize the type or source of flooding for each area of interest.
- b. With the extents and source of the flooding J|C will identify what potential solutions would be required to improve conditions and mitigate any impacts. Solutions will be identified as localized, regional, or sub regional. Additionally, we will identify projects that can be potentially funded through capital expenditures and which projects would require funding partners.

Deliverables will include a brief report with exhibits and all backup data. A detailed breakdown of the level of effort to complete these services in provided in Attachment A.

Reimbursable Expenses

1. Sensor Installation

There is a study being conducted in the area focused on street flooding. If possible, the team will work to have a couple sensors located within the Zone boundaries for additional data to be considered in the analysis.

2. Repro/Mileage/Parking Expenses

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

Assumptions

1. The identification, categorization, and costs are all preliminary and conceptual in nature. The scope and fee outlined are intended to help guide MHRA in future drainage priorities. However,



Zone Wide Localize Stormwater Management Projects – Proposal for Professional Services Page 3
June 16, 2021

detailed analysis, preliminary designs, and cost estimates may be required under future authorizations to fully understand potential drainage improvements.

Schedule

J|C understands there is an aggressive schedule for the project to complete the scope in four (4) 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 \$60,200.00 for the preliminary drainage modeling services described in this proposal.

Special Considerations

This proposal is based on the following special considerations:

- 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 1st 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.

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

Stephen Reiter Vice President Attachments Kristen Hennings, PE, CFM, LEED® Green Associate

Senior Project Manager

Fee Proposal

Zone Wide Localized Stormwater Management T-0533 WA#1 -Zone Wide Localized Stormwater Management Projects

		PE V	PE IV	EVII	EV	DE I	GIS Operator V	Sub-Total	Sub Cons.	Sub Cons. (cost + 8%)	Total Budget
JONES CARTER		\$240.00	\$225.00	\$160.00	\$130.00	\$110.00	\$125.00			Ì	
BASIC SERVICES]		
Task 100 - Preliminary Drainage Analysis Basic Services (4 Months)(LS)											
1	Project Management			20				\$3,200		\$0.00	\$3,200.00
2	Data Collection			20		40	20	\$10,100		\$0.00	\$10,100.00
3	Preliminary Analysis		8	10	40	120		\$21,800		\$0.00	\$21,800.00
4	Categorization and Prioritzation	4	12	10	80	40		\$20,060)	\$0.00	\$20,060.00
								\$0		\$0.00	\$0.00
	Total Design Phase Basic Services										\$55,200.00
Task	Task 400 - Additional Services (Hourly)										
1										\$0.00	\$0.00
2											
										\$0.00	\$0.00
	Total Additional Services										\$0.00
Task	800 - Reimbursable Expenses	1	ı			1			"		
1	Sensor Installation								\$4,400.00	\$4,752.00	\$4,752.00
2	Repro/Mileage/Parking/Civcast Expenses								\$200.00	\$216.00	\$216.00
3										\$0.00	\$0.00
	Total Reimbursable Expenses										\$5,000.00
					100						
CLID	Hours Subtotal	4	20	60	120	200	20	A== 400	\$4.600.00	64.050.00	424
20RI	SUBTOTAL BASIC SERVICES AND ADDITIONAL SERVICES - DESIGN		\$ 4,500	\$ 9,600	\$ 15,600	\$ 22,000	\$ 2,500	\$55,160	\$4,600.00	\$4,968.00	\$60,200.00

MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY

REQUISITION NO. 2

June 24, 2021

Regions Bank 3773 Richmond Ave., Suite 1100 Houston, TX 77046 Telephone: 713-224-8042

Email: troy.simmons@regions.com

Ladies and Gentlemen:

This certificate is provided to you pursuant to Section 4.5(c) of the Trust Indenture, dated as of March 4, 2021 (the "Indenture"), between the Memorial-Heights Redevelopment Authority (the "Authority") and Regions Bank (the "Trustee"). The capitalized terms used in this certificate have the same meanings given such terms in the Indenture.

On behalf of the Authority, I, the undersigned authorized officer of the Authority, do hereby certify as follows:

(i) There has been expended, on account of Project Costs, the following amount which is hereby requisitioned for disbursement:

Project Costs: \$4,239,361.00

- (ii) No other certificate in respect of the expenditures set forth in clause (i) above is being or has previously been delivered to the Trustee;
- (iii) All amounts previously disbursed plus the amounts hereby requested to be disbursed from the Project Fund have been and will be used to pay the costs of Project Costs;
 - (iv) No Event of Default under the Indenture has occurred and is continuing; and
- (v) The portion of the amount requested that will be used in the trade or business of a person other than a governmental unit plus all previous amounts requested for use in the trade or business of a person other than a governmental unit does not exceed 5% of the net proceeds of the Bonds of the issue with respect to which the Project Fund referenced below was established.

You are hereby directed to pay the amounts (which total the amount requisitioned by clause (i) above) set forth on Attachment I hereto from the Project Fund to the persons set forth on Attachment I hereto in accordance with the payment instructions set forth on Attachment I hereto.

MEMORIAL-HEIGHTS RED AUTHORITY	DEVELOPMENT
Authorized Representative:	
By: Sherry Weesner, President	<u></u>

ATTACHMENT I TO REQUISITION NO. 2

Payee, Amount and Payment Instructions:

(1) Memorial Heights Redevelopment Authority: \$4,239,361.00

Bank: Frost

ABA Number: 114000093 SWIFT Code: FRSTUS44 Acct No.: 560059447

Acct Name: Memorial-Heights Redevelopment Authority

Memorial Heights Redevelopment Authority Project Cost Summary through May 2021 Bond Reimbursement 6/18/2021

Project Number	Total
T-0523	1,351,715.26
T-0523A	2,604,308.05
T-0523B	-
T-0525	16,994.70
T-0527	164,494.24
T-0528	42,845.00
T-0530	59,003.75
T-0531	-
	4,239,361.00



Melissa C. Morton, CPA 1125 Cypress Station Dr. H-4 • Houston, TX 77090 Phone (281) 416-8571 • Fax (855) 331-3080 melissacpa@themortonassociates.com

April 20, 2021

Memorial Heights Redevelopment Authority Ann Lents, Board Chair 1980 Post Oak Boulevard Suite 1380 Houston, Texas 77056

Re: Memorial Heights Redevelopment Authority ("MHRA") Engagement Letter

Dear Ms. Lents:

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

We will prepare the financial statements of Memorial Heights Redevelopment Authority, which comprise the Financial Activity Summary, Cash Balance rollforward, Capital Improvement Project Detail, Unpaid Bills Detail, Balance Sheet year to year comparison, Budget to Actual Income Statement and Profit and Loss Detail for the respective periods. We are pleased to confirm our acceptance and our understanding of this engagement to prepare the financial statements of Memorial Heights Redevelopment Authority by means of this letter.

The objective of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS 21) promulgated by the Accounting and Review Services Committee of the AICPA and will comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

The financial statements will not be accompanied by a report. However, you agree that any cover-letter or other transmittal accompanying the financial statements will clearly indicate that no assurance is provided on them. In addition, as required by SSARS 21, each page of the financial statements will include a legend stating clearly that no assurance is being provided on them.

Our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. However, we will inform you of any material errors that come to our attention and any fraud or other illegal acts that come to our attention, unless they are clearly inconsequential. In addition, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal controls as part of this engagement, and our engagement cannot be relied upon to disclose the same.

Prior to preparation and execution of this engagement letter, we discussed with you the fact that we provide clients with levels of service higher than preparation of financial statements such as review services and compilation services, and we explained to you the manner in which such levels of service differ from preparation of financial statements. We further explained the additional costs associated with different levels of service. After consideration of such services, you have informed us that you wish to retain us to perform only the preparation of financial statement services without disclosures described in this letter.

You are responsible for adopting sound accounting policies, for maintaining an adequate and efficient accounting system, for safeguarding assets, for authorizing transactions, for retaining supporting documentation for those transactions, and for devising a system of internal controls that will, among other things, help assure the preparation of proper financial statements.

Furthermore, you are responsible for management decisions and functions, for designating a competent employee to oversee any of the services we provide, and for evaluating the adequacy and results of those services.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Company involving (a) management (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Company received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

In order for us to complete this engagement, and to do so efficiently, we require unrestricted access to the necessary accounting documents and accounting related individuals within your company. Any failure to provide such cooperation, and to do so on a timely basis, will impede our services, and may require us to suspend our services or withdraw from the engagement.

Our fees for this engagement are not contingent on the results of our services. Rather, our fees for this engagement will be based on our standard hourly rates (\$125/hr) and the estimated hours required for the engagement. In addition, you agree to reimburse us for any of our out-of-pocket costs incurred in connection with the performance of our services. We estimate that our fee for these services will be \$1,460 per month for the detailed services outlined in our proposal through June 2022. Additionally payroll will be an add on of \$125 per pay cycle and \$150 annually for year end forms. We estimate that our fee will increase to \$1,770 effective July 2022. You acknowledge that this amount is not a limit to the total fees we may charge for our services, and that our fees may actually exceed that amount if any additional services are required. However, in the event that we encounter unusual circumstances that would require us to expand the scope of the engagement, and/or if we anticipate our fees exceeding the aforementioned amount substantially, we will adjust our rate, and obtain your prior approval before continuing with the engagement. In the event you terminate our services, any transition services will be billed at the above stated hourly rate.

We reserve the right to suspend our services or to withdraw from this engagement in the event that any of our invoices are deemed delinquent. In the event that any collection action is required to collect unpaid balances due us, you agree to reimburse us for our costs of collection, including attorneys' fees. If we elect to terminate our services for nonpayment, or for any other reason provided for in this letter, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended, and to reimburse us for all of our out-of-pocket costs, through the date of termination.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

It is our policy to retain engagement documentation for a period of seven years, after which time we will commence the process of destroying the contents of our engagement files. To the extent we accumulate any of your original records during the engagement, those documents will be returned to you promptly upon completion of the engagement, and you will provide us with a receipt for the return of such records. The balance of our engagement file, other than the compiled financial statement, which we will provide to you at the conclusion of the engagement, is our property, and we will provide copies of such documents at our discretion and if compensated for any time and costs associated with the effort.

In the event we are required to respond to a subpoena, court order or other process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our hourly rates, as set forth above, for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard.

In the event that we are or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of your intentional or knowing misrepresentation or provision to us of inaccurate or incomplete information in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us, defend us, and hold us harmless against such obligations to the extent allowed by law.

You agree that any dispute (other than our efforts to collect an outstanding invoice) that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement that we have performed for you, will, prior to resorting to litigation, be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within the county of Harris County, Texas, according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to Texas law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

Any litigation arising out of this engagement, except actions by us to enforce payment of our professional invoices, must be asserted within one year from the date any such cause of action accrues, or within three years from the completion of the engagement, whichever is earlier, notwithstanding any statutory provision to the contrary.

This engagement letter is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties. If you would like us to provide you with any other services not specifically outlined in this engagement letter, you must make that request of us in writing. If we agree to provide the requested additional services, we will create a separate engagement letter specifically addressing the same, and that engagement letter, upon your signature, will govern our provision of those additional services.

If, after full consideration, you agree that the foregoing terms shall govern this engagement, please sign the copy of this letter in the space provided and return the original signed letter to me, keeping a fully-executed copy for your records.

Thank you for your attention to this matter, and please contact me with any questions that you may have.

[EXECUTION PAGE FOLLOWS]

THE MORTON ACCOUNTING SERVICES
Melisa C. Moetr
By: Melissa C. Morton, CPA
Accepted and agreed to:
MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY
By: Board Chair
Effective Date
APPROVED:
CITY OF HOUSTON
Andrew F. Icken
Chief Development Officer

Sincerely yours,



Melissa C. Morton, Owner 1125 Cypress Station Dr H-4 • Houston, TX 77090 Phone (281) 416-8571 • Fax (855) 331-3080 melissacpa@themortonassociates.com

April 20, 2021

Dear Board of Directors of TIRZ #5 / Memorial Heights RA:

The Morton Accounting Services is pleased to be your provider for Financial and Accounting Services. We are excited to have an opportunity to continue to service your growing organization. Our pride is in providing our clients with a professional service, guaranteed accuracy and the highest level of confidentiality.

Services We Will Provide

The focus of our service will be on compiling monthly and annual financial reports necessary for your board members to have a clear picture of your organization's financial standing. The financial reports consist of a Financial Highlight Summary, a Balance Sheet, an Income Statement Budget to Actual, an Investment Report and a Capital Projects Report.

We are proud of the quality of work we perform and of our commitment to each client's business success. We believe that well-conducted accounting services and financial report preparation, performed by professionals who use quality-oriented methods, integrated with an intelligent business plan, can become vital tools in helping you manage your organization for success.

The specific services we will provide include:

- Monthly write-up (bookkeeping) services for the Authority, which shall consist of the systematic recording of the source and nature of the TIRZ's expenditures, receipts, encumbrances and accruals in accordance with generally accepted accounting principles.
- Maintain a computerized general ledger of the TIRZ's financial activity and provide the Authority with a monthly trial balance report upon request, which summarizes monthly and fiscal year to date activity for the TIRZ's review and approval.
- Generate on a monthly basis, a Financial Summary Report and computerized general purpose financial statements for internal management use.
- Monthly reconciliation of the TIRZ's bank accounts.
- Provide professional assistance in the development of internal controls that will help insure proper accountability and documentation of all financial activity, and compliance with all regulatory agencies, contractual and organizational policy requirements.
- Establish and maintain any special fund accounts required by the bond covenants. Gather and organize all transactions allocating bond proceeds according to the bond requirements for tracking purposes and for audit purposes.
- Coordinate and supply all required reports needed to the Rebate Analyst for the Arbitrage calculations.

- Monitor all special fund accounts for compliance with any associated restrictions on funding, balance requirements or disbursements related to bond compliance.
- Compile Budget to Actual statement presentation, year end financial statements in accordance with generally accepted accounting principles, including assistance with footnotes and including Management Discussion and Analysis (MD&A) statement. These statements, in conjunction with the general ledger, should provide the basis for the auditor's review of the TIRZ's financial records.
- Provide access to financial records and assistance to facilitate the annual audit.
- Attend the TIRZ's board meetings bi-monthly to present the financial statement packet.
- Upon request, assist with the preparation of the TIRZ's annual budget.
- Submit funds draw down request related to the BUILD Grant within the required reimbursement window based on the tracked qualifying expenses.
- Process the payroll for employees via direct deposit and the respective federal and state quarterly and annual tax forms as well as the retirement reporting and remittance. This includes the access for the employee to pay stubs and annual W-2 forms.

Fee Summary

The monthly financial reporting fee is based upon the annual hours required to process all required financial statements on an annual basis as well as the annual audit. The rate increase is based on the estimated increase in additional hours annually. The increase in hours required is based on the increased projects, new bonds issued, additional bank accounts and reconciliation required for fund tracking for bonds, arbitrage assistance, BUILD Grant tracking and the additional time required in the preparation of the audit, the monthly services will be billed at a fixed rate of \$1,460 per month for the above stated services from May 2021 through June 2022. Payroll will be billed at \$125 per payroll cycle, an annual year end fee of \$150 for all year end reporting processes and reimbursement for the software payroll add on fee of \$34 per month or the current stated rate.

There will be a stepped increase to \$1,770 per month effective July 2022 to reflect our firm's new current rates.

If there are any services that are required outside the scope of our agreed upon services, those services will be billed at a rate of \$125 per hour. This includes any initial set up costs incurred to set up the new employee for payroll, new bank accounts and fund accounting set up needed for bond purposes.

In summary, we are eager and excited to continue our work with you! Please feel free to contact us with any additional questions about the quoted fee summary or if there is any information that needs to be taken into consideration with the above stated quote.

Sincerely yours,

Melissa C. Morton, CPA

Melisa C. Moretin

The Morton Accounting Services