

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**

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**JOINT MEETING OF THE BOARDS OF DIRECTORS**

**SEPTEMBER 25, 2025**

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**REINVESTMENT ZONE NUMBER FIVE,  
CITY OF HOUSTON, TEXAS**

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# MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY

## Director Attendance Record

MEETING DATE	A. LENTS	J. HALE- HARRIS	C. MANRIQUEZ	R. STEIN	M. ZEVE	D. MCINTOSH	N. KNIGHT
07/14/22	Y	Y	Y	Y	Y	-	-
09/22/22	Y	X	Y	Y	X	-	-
10/27/22	Y	Y	Y	Y	Y	-	-
12/08/22	Y	X	Y	Y	Y	-	-
02/23/23	Y	X	Y	X	Y	-	-
05/30/23	Y	Y	Y	Y	Y	Y	-
09/28/23	Y	X	Y	Y	Y	Y	-
10/26/23	Y	Y	Y	Y	Y	Y	Y
12/14/23	Y	Y	X	Y	Y	Y	Y
03/14/24	Y	X	X	Y	Y	Y	Y
04/25/24	Y	Y	Y	Y	Y	Y	X
06/27/24	Y	Y	Y	Y	Y	Y	Y
09/26/24	Y	X	Y	Y	Y	Y	X
10/24/24	Y	X	Y	Y	Y	Y(V)	X
12/06/24	Y	Y	Y	Y	Y	Y	Y
02/27/25	Y	Y	Y	X	Y	Y	Y
04/24/25	Y	Y	Y	X	Y	Y	X
06/26/25	Y	X	Y	Y(V)	Y	Y	Y

Y = Attended (V = Video)

X = Did not attend (A = Audio Only)

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

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 Reinvestment Zone Number Five, City of Houston, Texas (the “Zone”), open to the public, on **THURSDAY, SEPTEMBER 25, 2025, at 10:00 a.m., at 1330 POST OAK BOULEVARD, SUITE 2650, HOUSTON, TEXAS 77056**, outside the boundaries of the Zone. This meeting will also be conducted electronically\*, as provided below.

**TO ATTEND VIA VIDEO:**

Link: <https://us02web.zoom.us/j/84650995430?pwd=tn6tl5EnPJbAF67ipT52GB7atOjxE9.1>

Meeting ID: 846 5099 5430

Passcode: 123475

**TO ATTEND VIA AUDIO ONLY:**

Dial: 1-346-248-7799

Meeting ID: 846 5099 5430

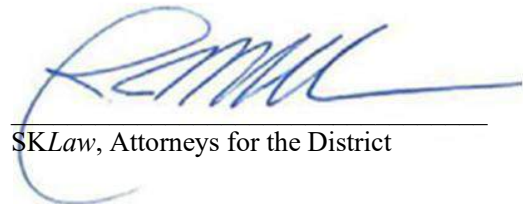
Passcode: 123475

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

1. **CALL TO ORDER:**
  - a) Receive comments and questions from the public;
2. **CONSENT AGENDA:**
  - a) **Minutes of previous meetings:**
    - i) Approve Authority minutes of June 26, 2025; **5**
    - ii) Approve Zone minutes of June 26, 2025; **12**
  - b) **Financial Matters (Authority only):**
    - i) Receive Financial Report Summary, including account and fund activity statements; **14**
    - ii) Receive investment report; **26**
3. **CHAIR REPORT (Authority only);**
4. **PRESIDENT REPORT (Authority only);**
5. **APPROVE COMMITTEE APPOINTMENTS (Authority only); 30**
6. **APPROVE AUDIT FOR FISCAL YEAR ENDED JUNE 30, 2025, AND AUTHORIZE FILING WITH THE CITY OF HOUSTON (Authority only); 31**
7. **FINANCIAL MATTERS (Authority only):**
  - a) Authorize payment of invoices;
  - b) Approve Order Evidencing Review of Investment Policy; **81**
  - c) Approve Order Adopting List of Qualified Brokers; **83**
  - d) Authorize other appropriate action;
8. **PROJECTS AND ENGINEERING (Authority only): 87**
  - a) **PROJECTS IN CONSTRUCTION:**
    - i) **Little Thicket** [CIP Project T-0521] [Landscape Art, Inc.]:
      - A) Update on project construction;
    - ii) **Shepherd/Durham and Selected Cross Streets – Phase 1** [CIP Project T-0523A] [SER Construction Partners, LLC]:
      - A) Update on project construction;
      - B) Update regarding construction claims, damages, and litigation;
    - iii) **Shepherd/Durham and Selected Cross Streets – Phase 2** [CIP Project T-0523B] [COH - Harper Brothers Construction, LLC]:
      - A) Update on project construction; **88**

- iv) **Yale and Center Street Intersection** [CIP Project T-0529] [Main Lane Industries]:
  - A) Update on project construction; **89**
- v) **19<sup>th</sup> and Beall Area Pedestrian Safety Improvements** [CIP Project T-0534] [Garrett Shields Infrastructure]:
  - A) Update on project construction;
- vi) **White Oak at Green Leaf** [CIP Project T-0541]:
  - A) Update on project construction; **90**
  - B) Approve Work Authorization [Quiddity No. 2]; **91**
- b) **PROJECTS IN DESIGN:**
  - i) **Pedestrian Improvements Shepherd at Memorial** [CIP Project T-0510]:
    - A) Update on project design; **96**
    - B) Approve Interagency Agreement [METRO-5310 Program]; **97**
    - C) Approve Work Authorization [Quiddity No. 3];
  - ii) **Houston Avenue & White Oak Drive Intersection Improvements** [CIP Project T-0520]:
    - A) Update on project design;
  - iii) **North Canal Project** [CIP Project T-0525]:
    - A) Update on project design;
  - iv) **Zone Wide Safety and Mobility Projects** [CIP Project T-0532] & **Congressional District 7 Sidewalk Improvement Project** [CIP Project T-0543] [IDS Engineering]:
    - A) Update on project design;
    - B) Approve Advance Funding Agreement [TXDOT]; **133**
  - v) **Waugh Drive and South Heights Boulevard Safety Improvements** [CIP Project T-0535]:
    - A) Update on project design; **135**
    - B) Approve Work Authorization [Quiddity No. 2]; **136**
  - vi) **Lorraine Cherry Nature Preserve/White Oak Bayou Connectivity Project** [CIP Project T-0540]:
    - A) Update on project design;
    - B) Approve Infrastructure Reimbursement Agreement [COH]; **141**
  - vii) **Westcott Roundabout Greenspace** [CIP Project T-0544]:
    - A) Update on project design; **146**
- c) **PROJECTS IN PLANNING:**
  - i) **Stude Park Improvement** [CIP Project T-0526] [SWA]:
    - A) Update on planning project;
    - B) Approve Interlocal Agreement [COH]; **147**
  - ii) **Transportation Alternative Area Wide Study** [CIP Project T-0538] [TEI]:
    - A) Update on planning project;
- d) **PROJECTS IN DEVELOPMENT:**
  - i) **Traffic Safety Improvements at Washington/Westcott between I-10 & 610** [Planning Project P-2025]:
    - A) Update on project development;
  - ii) **18<sup>th</sup> Street and surrounding area pedestrian improvements** [CIP Project T-0512A]:
    - A) Update on project development;
    - B) Approve Work Authorization for survey [Quiddity]; **158**
    - C) Approve Work Authorization for planning [TEI]; **163**
  - iii) **19<sup>th</sup> Street Reconstruction** [CIP Project T-0522B]:
    - A) Update on project development;
  - iv) **Public Facility Evaluation** [CIP Project T-0536]:
    - A) Update on project development;
  - v) **Shepherd/Durham Cross Streets** [CIP Project T-0539]:
    - A) Update on project development;
    - B) Approve Work Authorization [Quiddity No. 2]; **170**
- e) **GRANT APPLICATIONS:**
  - i) Review possible grant opportunities;
  - ii) Authorize appropriate action;
- f) **OTHER ITEMS:**
  - i) Approve project pay estimates, change orders, final estimates, retainage release, or other design, construction, or management contract administration items, and authorize other appropriate action;

9. **COMMUNICATIONS** (*Authority only*):
  - a) Receive update from Communications Committee;
  - b) Consider possible website improvements and refresh:
    - i) Approve Work Authorization [eLsqrd Media Group]; **197**
    - ii) Approve Additional Services Proposal [Medley, Inc.]; **201**
  - c) Authorize other appropriate action;
10. **EXECUTIVE SESSION** (*Authority only, the Zone will recess for duration of closed session*):
  - a) **Convene executive session** for attorney consultation on authorized matters pursuant to Open Meetings Act, § 551.071, Government Code; deliberations regarding purchase, exchange, lease, or value of real property pursuant to Open Meetings Act, § 551.072, Government Code; and/or deliberations regarding economic development negotiations pursuant to Open Meetings Act, § 551.087, Government Code;
  - b) **Reconvene public session** and authorize appropriate action regarding executive session discussion;
11. **CONSIDER CONFIRM, OR RATIFY ACTIONS OF THE AUTHORITY, AS NECESSARY** (*Zone only*);
12. **ADJOURN.**



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SKLaw, Attorneys for the District

**\*The Board will conduct an in-person meeting at its physical meeting location with a quorum of the Board present; provided that some Board members may participate by videoconference as provided in Section 551.127, Government Code.**

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

**JUNE 26, 2025**

The Board of Directors (the “Board”) of Memorial-Heights Redevelopment Authority (the “Authority”), convened in regular session, open to the public, at 1330 Post Oak Boulevard, Suite 2650, Houston, Texas 77056, on the 26<sup>th</sup> day of June, 2025, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Ann Lents	Chair
Donna McIntosh	Vice Chair
Janice Hale-Harris	Secretary
Christopher David Manriquez	Director
Dr. Robert Stein	Director
Matt Zeve	Director
Nikki Knight	Director

and all of said persons were physically or virtually present, except Director Hale-Harris.

Also present for the meeting were:

**Staff & Consultants:** Sherry Weesner, President of the Authority; Kristen Hennings and Erin Wiliford, of Quiddity-1, Inc. (“Quiddity”); Jim Webb and Sam Hopper of The Goodman Corporation (“TGC”); Chelsea Young and Clint McManus of TEI; Ashley Segura and Dorianne Kaboya of Medley, Inc.; Melissa Morton of The Morton Accounting Services (“TMAS”); John Kuhl and Audrey Lyons of Sanford Kuhl Hagan Kugle Parker Kahn LLP (“SKLaw”);

**Government Entities:** Colin Gary of Houston METRO;

**Community Entities and General Public:** Kevin Strickland of Super Neighborhood 15 – Greater Heights; Matt Tetlow of Super Neighborhood 22 – Washington Avenue Coalition/Memorial Park; LeRon Wilson of Hiram Clarke Fort Bend Redevelopment Authority; Chris Haine of BKR Real Estate Management; Montasir Maruf of RRP Consulting Engineers, LLC; Allison Killen of Houston Arts Alliance; and Emmanuel Nunez.

**DETERMINE QUORUM; CALL TO ORDER**

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

**Receive comments or questions from the public**

The next item on the agenda was to receive comments and questions from the public.

Mr. Strickland addressed the Board regarding pedestrian safety concerns at 11<sup>th</sup> Street and Durham involving ongoing utility relocation issues, aggressive right-turn traffic, and obstructed pedestrian visibility. Ms. Weesner noted awareness of the concerns and stated they will be addressed during the projects report.

Mr. Tetlow stated that Super Neighborhood 22's Transportation Committee has been re-established and is eager to coordinate with the Authority on community engagement efforts.

**CONSENT AGENDA**

- a. Approve Authority minutes of April 24, 2025;
- b. Receive Financial Report Summary and Investment Report;
- c. Frost Bank:
  - i) Approve Bank Depository Agreement;
  - ii) Approve Security Agreement;



iii) Approve Third Party Custodian Agreement;

Chair Lents provided a brief overview of ongoing Frost Bank depository services. Mr. Kuhl advised the Frost Bank service agreements require renewal. He then reviewed the renewal documentation.

Upon motion by Director Zeve, seconded by Director McIntosh, and after full discussion, the Board voted unanimously to approve the Consent Agenda items, and to authorize execution of the Frost Bank renewal documents by the President on behalf of the Authority.

### **CHAIR REPORT**

Chair Lents discussed CIP items generally and project financing strategies. She noted the Finance Committee continues to review the Authority's options, including newly established state infrastructure funding programs. She then stated that she would provide additional comments on specific project-related matters during the budget portion of the agenda.

### **PRESIDENT REPORT**

Ms. Weesner stated that her report will primarily consist of commentary as agenda items are considered.

Ms. Weesner then provided an update on the TXDOT Rutland Street Pedestrian and Bicycle Bridge project. She reminded the Board that a segment of the project will extend across White Oak Bayou. She advised that because progress has encountered obstacles, the project is currently scheduled for bidding in September 2027, but that efforts are ongoing to accelerate the timeline.

### **FINANCIAL MATTERS**

Director Manriquez next reported to the Board on financial matters.

#### **Authorize payment of invoices**

The Board reviewed the invoices submitted for payment. Chair Lents advised that the Projects Committee has reviewed project-related invoices, and recommended approval. Director Manriquez advised that the Finance Committee has also reviewed the invoices put before it and recommended approval.

Following discussion of the invoices, a motion was made by Director Zeve, seconded by Director McIntosh, and approved unanimously by the Board to approve the payment of all invoices presented.

### **APPROVE SUBMISSION OF PROPOSED BUDGET AND CIP**

The next item on the agenda was to review a proposed budget and CIP for the fiscal year ending June 30, 2026, and authorize submission to COH.

Ms. Weesner first noted that increment funds typically distributed at fiscal year-end have been allocated earlier than anticipated and as a result, fund balances appear larger than usual. She then reviewed end-of-year fund balances.

Chair Lents and Ms. Weesner then commenced a recap of ongoing projects and related budget requests. Ms. Weesner advised the following budget discussion items will constitute the meeting's review for those projects, unless additional action or commentary is required for a project.

#### **North Canal Project [T-0525]**

Ms. Weesner next provided an update on the North Canal project, stating that the Authority will need to maintain \$24 million in reserve for the project. She advised that based on the current schedule provided by COH, the funds are anticipated to be expended in 2027, 2028, and 2029. She advised that the Interlocal Agreement (ILA) provides for an initial payment of \$6 million to be made to COH within 45 days

of the Notice to Proceed (NTP), with subsequent payments occurring every six months until the full amount is disbursed.

#### 19<sup>th</sup> Street Reconstruction [T-0522B]

Ms. Weesner noted that the 19th Street DCR phase has been accelerated to 2027, which is five years earlier than anticipated. She noted that the expedited timeline should not cause issues with the budget. She also discussed project design and construction timeframes.

#### Shepherd/Durham and Selected Cross Streets – Phase 2 [T-0523B]

Ms. Weesner advised that the Authority has been issued Transportation Development Credits ("TDC"), for the Shepherd Durham Phase 2 project. She explained that TDCs are earned through capital investments in federally approved projects and can be used to fulfill federal funding match requirements. She advised that, for Phase 2, the 20% local match requirement will be satisfied with 10% in TDCs and 10% from Authority funding.

Ms. Weesner and Mr. Webb advised that TDCs are also available for 18<sup>th</sup> Street project and 11<sup>th</sup> Street project.

#### Stude Park Improvement [T-0526]

Ms. Weesner updated the Board on the ongoing Stude Park Vision Plan prepared by SWA. She advised that an ILA between the Parks Department and the Authority provides for \$500,000 contribution from each party to fund park improvements and playground equipment.

#### Yale and Center Street Intersection [T-0529]

Ms. Weesner advised that the project is substantially complete.

#### 19<sup>th</sup> and Beall Area Pedestrian Street Safety Improvements [T-0534]

Ms. Weesner advised that only closeout activities remain.

#### Waugh Drive and South Heights Safety Improvements [T-0535]

Ms. Weesner advised that after TXDOT finalization, bidding for the project is anticipated to begin in August.

#### Public Facility Evaluation [T-0536]

Ms. Weesner advised that inspections are ongoing on two community centers.

#### Transportation Alternative Area Wide Study [T-0538]

Ms. Weesner advised that the TXDOT-funded study is in progress. She noted that the study's coverage area extends partially beyond the boundaries of the Zone, and that coordination with other entities will likely be necessary.

#### Lorraine Cherry Nature Preserve/White Oak Bayou Connectivity [T-0540]

Ms. Weesner provided a brief update on connectivity improvements from Durham to Ella.

#### White Oak at Greenleaf [T-0541]

Ms. Weesner advised that 100% plans have been submitted to TXDOT.

#### Nicholson and MKT Crossing Improvements [T-0542]

Ms. Weesner advised that a grant application has been submitted, and that progression of the project is contingent upon award of grant funding.

#### Congressional District 7 Sidewalk Improvements [T-0543]

Ms. Weesner advised that coordination is ongoing with IDS regarding the project's scope and design costs.

#### Westcott Roundabout Greenspace [T-0544]

Ms. Weesner advised that certain project documentation may require updates to reflect current conditions and requirements. She further advised that coordination efforts with the maintenance partner are ongoing to ensure proper implementation and upkeep of the greenspace improvements.

#### Sidewalk Improvement Project (5310 Grant Application) [T-0545]

Ms. Weesner noted that a grant application has been submitted for the project.

#### Crossing Improvements Westcott [T-0546]

Ms. Weesner advised that COH requested additional information and pedestrian counts. She noted that while METRO has completed a data overlay, pedestrian counts were not performed while school was in session. She advised that METRO plans to conduct a new count in the fall, once the academic year resumes.

Upon motion by Director Zeve, seconded by Director Manriquez, and after full discussion, the Board voted unanimously to 1) authorize the President to update project estimates and/or timing as may be necessary and appropriate, and 2) submit the CIP and budget, with any revisions, to COH.

### **PROJECTS AND ENGINEERING**

The Board next received updates on Authority projects.

### **PROJECTS IN CONSTRUCTION**

#### **Little Thicket [T-0521]**

##### Update on project construction

Ms. Hennings presented a photographic review of construction progress to date. She advised that the storm detention and drainage systems have been installed and that sidewalks and flatwork have been laid out, with completion of remaining work anticipated in the coming weeks. She further advised that playground and ancillary park equipment has been ordered and that the project remains on schedule, with completion anticipated in August.

#### **Shepherd/Durham and Selected Cross Streets – Phase 1 [T-0523A]**

##### Update on project construction

Ms. Hennings presented a photographic review of construction progress, advising that Phase 1 is nearing completion with all but one traffic signal operational. She noted minor fire hydrant and paver adjustments to address elevation irregularities. She stated that a final inspection will be completed in the coming weeks to address remaining punchlist items.

##### Update on construction claims, damages, and litigation

Mr. Kuhl provided a brief update on litigation matters, including related judicial and COH actions.

## **Shepherd/Durham and Selected Cross Streets – Phase 2 [T-0523B]**

### **Update on project construction**

Ms. Hennings provided a construction update, advising that a contractor has been selected, but an official contract award from COH is still pending. She advised that utility relocation is ongoing.

## **Yale and Center Street Intersection [T-0529]**

### **Update on project construction**

Ms. Hennings provided a brief update on TXDOT managed construction progress, advising that the contractor has started work and utility pole installation is ongoing. She stated that utilities have not yet been energized, and that an updated construction schedule will be provided once received.

## **19<sup>th</sup> and Beall Area Pedestrian Street Safety Improvements [T-0534]**

### **Update on project construction**

Ms. Hennings provided a photographic review of progress on the TXDOT managed construction, noting that additional work was requested by COH to address ponding issues affecting certain property owners.

### **Work Authorization No. 3 – Topographic Surveying Services (Quiddity)**

Ms. Hennings presented Work Authorization No. 3, advising that Quiddity has performed topographic surveying services for sidewalk and pedestrian safety improvements along West 19<sup>th</sup> Street, Beall Street, and Bevis Street, at a cost of \$8,675. She advised that the Work Authorization was authorized by the Projects Committee due to timing requirements.

Upon motion by Director Knight, seconded by Director Manriquez, and after full discussion, the Board voted unanimously to ratify Work Authorization No. 3 as presented.

## **PROJECTS IN DESIGN**

### **Pedestrian Improvements Shepherd at Memorial [T-0510]**

#### **Update on project design**

Ms. Hennings updated the Board on design progress, noting that coordination efforts continue with METRO, COH, and Councilmember Kamin. She stated that funding for the project is anticipated in the coming months, and preparations are underway for intersection improvements to commence. She reviewed additional project components added to the scope by COH, advising that the Authority's contribution will remain unchanged.

Ms. Weesner advised that a pedestrian easement agreement is being prepared by the Authority that will require approval by COH's legal counsel.

## **Houston Avenue & White Oak Drive Intersection Improvements [T-0520]**

### **Update on project design**

Ms. Weesner advised that the previously approved Interlocal Agreement with COH is under review by COH for final approval.

### **Approve plans and specifications and authorize advertisement of bids**

Ms. Weesner reviewed the project plans and specifications, and stated that the project is ready to be advertised for bidding.

Upon motion by Director Manriquez, seconded by Director Zeve, and after full discussion, the Board voted unanimously to approve the project plans and specifications, and to authorize the advertisement for bids.

**Zone Wide Safety and Mobility Projects & Congressional District 7 Sidewalk Improvements [T-0532 & T-0543]**

Update on project design

Ms. Weesner provided an update on the project, stating that the Projects Committee reviewed draft recommendations. She stated that coordination continues with U.S. Rep. Fletcher's office.

**PROJECTS IN PLANNING**

**Transportation Alternative Area Wide Study [T-0538]**

Approve Master Agreement for Professional Planning and Engineering Services

Ms. Weesner reviewed a proposed Master Agreement for Professional Planning and Engineering Services with TEI. Upon motion by Director Manriquez, seconded by Director Zeve, and after full discussion, the Board voted unanimously to approve the Agreement for Professional Planning and Engineering Services with TEI, as presented, and to authorize execution by the President on behalf of the Authority.

Work Authorization No. 1 – Planning Study for Improving Safety and Access to White Oak Bayou

Ms. Young and Mr. McManus reviewed a proposed Work Authorization No. 1, advising that TEI will provide services for the development of a community-supported mobility plan expanding access to White Oak Bayou and other active transportation corridors in the area for an amount not to exceed \$498,868.

Upon motion by Director Manriquez, seconded by Director Zeve, and after full discussion, the Board voted unanimously to approve Work Authorization No. 1, as presented, and execution by the President on behalf of the Authority.

**PROJECTS IN DEVELOPMENT**

**18th Street Pedestrian Improvements [T-0512A]**

Update on project development

Ms. Weesner advised that the design process will begin after completion of the FTA transfer.

**GRANT APPLICATIONS**

Mr. Webb provided an update on the application submitted to TXDOT for the Transportation Alternatives Set-Aside Program for trail system improvements along Nicholson and the MKT.

**Approve Resolution Supporting Application Regarding TXDOT Transportation Alternatives Set-Aside Program**

Mr. Webb and Mr. Kuhl reviewed a Resolution Supporting Application Regarding TXDOT Transportation Alternatives Set-Aside Program, advising that the Resolution authorizes the application for funding, and confirms the Authority's responsibility to manage, finance, and implement the project if selected.

Upon motion by Director Manriquez, seconded by Director Zeve, and after full discussion, the Board voted unanimously to approve and authorize execution of the Resolution, as presented.

### Review possible grant opportunities

Mr. Webb advised that an application has been submitted for the Houston METRO 5310 Program for \$1.25 million to improve area sidewalk networks and to enhance accessibility.

Upon motion by Director Zeve, seconded by Director Manriquez, and after full discussion, the Board voted unanimously to ratify submission of the application to Houston METRO 5310 Program.

### **OTHER ITEMS**

#### Work Authorization No. 3, Amendment No. 6 – General Planning Support

Mr. Webb reviewed a proposed Work Authorization No. 3, Amendment No. 6 for continued general planning and support assistance, including infrastructure and financial planning and identifying funding opportunities, for an additional amount of \$75,000.

Upon motion by Director Zeve, seconded by Director McIntosh, and after full discussion, the Board voted unanimously to approve Work Authorization No. 3, Amendment No. 6, as presented and to authorize execution.

### **COMMUNICATIONS**

#### Receive update from Communications Committee

Director Manriquez reviewed Authority communication and social media activities, including possible website restructuring and updates. He highlighted a recent news article featuring the Little Thicket Park improvements, and stated that efforts continue to provide helpful and timely information to the public on Authority actions and projects.

### **EXECUTIVE SESSION**

Mr. Kuhl stated that an executive session for the Board would not be necessary.

### **RECEIVE ADDITIONAL COMMENTS OR QUESTIONS FROM THE PUBLIC**

Chair Lents again asked for additional comments and questions from the public.

Ms. Killen expressed her interest in the Waugh and South Heights intersection improvements.

Mr. Nunez thanked the Board for their continued efforts and contributions to the community.

### **ADJOURNMENT**

There being no more business before the Authority, the meeting was adjourned.

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Secretary  
Memorial-Heights Redevelopment Authority

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

**JUNE 26, 2025**

The Board of Directors (the “Board”) of Reinvestment Zone Number Five, City of Houston, Texas (the “Zone”), convened in regular session, open to the public, at 1330 Post Oak Boulevard, Suite 2650, Houston, Texas 77056, on the 26<sup>th</sup> day of June, 2025, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Ann Lents	Chair
Donna McIntosh	Vice Chair
Janice Hale-Harris	Secretary
Christopher David Manriquez	Director
Dr. Robert Stein	Director
Matt Zeve	Director
Nikki Knight	Director

and all of said persons were physically or virtually present, except Director Hale-Harris.

Also present for the meeting were:

**Staff & Consultants:** Sherry Weesner, President of the Authority; Kristen Hennings and Erin Wiliford, of Quiddity-1, Inc. (“Quiddity”); Jim Webb and Sam Hopper of The Goodman Corporation (“TGC”); Chelsea Young and Clint McManus of TEI; Ashley Segura and Dorianne Kaboya of Medley, Inc.; Melissa Morton of The Morton Accounting Services (“TMAS”); John Kuhl and Audrey Lyons of Sanford Kuhl Hagan Kugle Parker Kahn LLP (“SKLaw”);

**Government Entities:** Colin Gary of Houston METRO;

**Community Entities and General Public:** Kevin Strickland of Super Neighborhood 15 – Greater Heights; Matt Tetlow of Super Neighborhood 22 – Washington Avenue Coalition/Memorial Park; LeRon Wilson of Hiram Clarke Fort Bend Redevelopment Authority; Chris Haine of BKR Real Estate Management; Montasir Maruf of RRP Consulting Engineers, LLC; Allison Killen of Houston Arts Alliance; and Emmanuel Nunez.

**DETERMINE QUORUM; CALL TO ORDER**

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

**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 or questions from the public.

**CONSENT AGENDA**

- a. Approve Zone minutes of April 24, 2025;

Upon motion by Director Zeve, seconded by Director McIntosh, and after full discussion, the Board voted unanimously to approve the Consent Agenda item.

**APPROVE SUBMISSION OF PROPOSED BUDGET AND CIP**

The next item on the agenda was to review a proposed budget and CIP for the fiscal year ending June 30, 2026, and authorize submission to COH.

Following full discussion, a motion was made by Director Zeve, seconded by Director Manriquez,

and approved unanimously by the Board to 1) authorize the President to update project estimates and/or timing as may be necessary and appropriate, and 2) submit the CIP and budget, with any revisions, to COH.

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

The next item on the agenda was to consider, confirm, or ratify the actions of Memorial-Heights Redevelopment Authority, as may be necessary. The Board noted that no confirmation or ratification actions are necessary.

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

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Secretary  
Reinvestment Zone Number Five,  
City of Houston, Texas





**Memorial Heights Redevelopment Authority  
Monthly Financial Report Summary  
September Board Meeting  
Thursday, September 25, 2025**

At the beginning of June, the Memorial Heights Redevelopment Authority (TIRZ #5) beginning Operating Fund Balance was \$53,434,186. TIRZ #5 received a total of \$16,182,344 mainly from City of Houston Tax Increment (\$13,870,345). During the period, TIRZ #5 processed \$22,800 in disbursements during the period. 100% of the disbursements related to disbursements for Administrative Benefits (\$22,800). The ending balance as of month end June 30, 2025 was \$69,591,804.

At the beginning of July, the Memorial Heights Redevelopment Authority (TIRZ #5) beginning Operating Fund Balance was \$69,591,804. TIRZ #5 received a total of \$181,217 from interest income. During the period, TIRZ #5 processed \$3,022,013 in disbursements during the period. 95% of the disbursements related to disbursements to SER Construction (\$495,618) and CDM Smith (\$106,328), for CIP Projects, City of Houston (\$149,301), FY25 Municipal Services fee, and Regions Corporate Trust (\$2,118,975), for Debt Service fund replenishment. The ending balance as of month end July 31, 2025 was \$66,751,009.

At the beginning of August, the Memorial Heights Redevelopment Authority (TIRZ #5) beginning Operating Fund Balance was \$66,751,009. TIRZ #5 received a total of \$2,040,328 mainly from grant income (\$1,849,695). During the period, TIRZ #5 processed \$506,302 in disbursements during the period. 81% of the disbursements related to disbursements to SER Construction (\$233,908), CDM Smith (\$75,301), Landscape Art (\$58,453), and Quiddity Engineering (\$43,645), for CIP Projects. The ending balance as of month end August 31, 2025 was \$68,285,035.

The invoices pending approval total \$1,851,358. See attached “Unpaid Bills Detail” Report for invoices pending approval on page 4. Invoices paid in between board meetings and the respective invoices are in the Appendix.

There was \$1,694,107 spent for Capital Projects for the period. The projects that utilized the majority of the funding was T-0523A Shepherd/Durham & Selected Cross streets (\$843,658). See attached “Capital Improvement Projects” Report on pages 5 and 6.

**Memorial Heights Redevelopment Authority  
General Operating Fund  
As of August 31, 2025**

**General Operating Fund**

**BEGINNING BALANCE** \$ 53,432,260.70

**REVENUE**

Frost Bank	5,850.00	Fraud Items/Return Retirement Payment
WFG Title	86.20	Refund
City of Houston	13,870,345.25	Increment
Frost Money Market Interest	0.03	Interest
TexPool	131,598.81	Interest
Regions Project Fund	55,159.80	Interest
Regions Debt Service Fund	328.82	Interest
Frost Money Market Interest	0.03	Interest
TexPool	127,502.70	Interest
Regions Project Fund	53,395.74	Interest
Regions Debt Service Fund	318.32	Interest
Frost Money Market Interest	0.03	Interest
TexPool	127,767.17	Interest
Regions Project Fund	55,482.88	Interest
Regions Debt Service Fund	7,383.05	Interest
FHWA Treas	1,849,694.69	Grant Income
Regions	2,118,975.00	Trf to DSF

**Total Revenue** 18,403,888.52

**DISBURSEMENTS**

ACH Schwab Retirement	1,925.00	Retirement
ACH Schwab Retirement	1,925.00	Retirement
ACH Quickbooks Payroll Service	12,873.44	Admin Payroll
ACH United States Treasury	8,001.78	Payroll Taxes
ACH United States Treasury	160.04	Payroll Taxes
ACH CDM Smith	106,328.03	Capital Projects
ACH City of Houston	149,301.00	FY25 Municipal Services
ACH Regions Corporate Trust	2,118,975.00	Debt Service Payment
ACH SER Construction	495,618.00	Capital Projects
ACH TML	2,429.42	Insurance
ACH Goodman	27,932.65	Engineering Consultant
ACH IDS Engineering	4,100.00	Capital Projects
ACH Quiddity Engineering	77,571.22	Capital Projects
ACH Sanford Kuhl Hagan Kugle Parker	14,836.05	Legal Invoices
ACH The Morton Accounting Services	1,961.03	CPA Services
ACH Quickbooks Payroll Service	12,873.45	Admin Payroll
ACH United States Treasury	8,001.76	Payroll Taxes
ACH Commerce Bank	685.73	Credit Card
ACH Goodman	36,818.57	Engineering Consultant
ACH Hunton Andrews Kurth	4,266.30	Legal Invoices
ACH Landscape Art, Inc.	58,453.24	Capital Projects
ACH Medley	2,013.86	Marketing Retainer
ACH Quiddity Engineering	43,645.31	Capital Projects
ACH Sanford Kuhl Hagan Kugle Parker	4,831.85	Legal Invoices
ACH The Morton Accounting Services	1,961.03	CPA Services
ACH CDM Smith	75,601.13	Capital Projects
ACH SER Construction	233,908.07	Capital Projects
ACH Equi-Tax	5,308.20	Consulting
ACH SWA Group	16,008.06	Capital Projects
ACH Quickbooks Payroll Service	12,873.44	Admin Payroll
ACH United States Treasury	8,001.78	Payroll Taxes
ACH Schwab Retirement	1,925.00	Retirement

**Total Disbursements** 3,551,114.44

**ENDING BALANCE** \$ 68,285,034.78

August 31, 2025  
Balance

**LOCATION OF ASSETS**

Frost Checking	500,000.00
Frost Money Mkt	1,109.80
Frost Project Fund	14,852,646.89
Regions Debt Service Fund	2,219,274.55
Regions Project Fund	15,641,468.65
TexPool Investment	35,070,534.89

**Total Account Balance** \$ 68,285,034.78

**Memorial Heights Redevelopment Authority**  
**Unpaid Bills Detail**  
As of September 17, 2025

Type	Date	Num	Due Date	Memo	Open Balance
<b>CDM Smith Inc.</b>					
Gener...	07/01/2025	CPA 26-1		Reverse of invoice for correction needed	-95,663.17
Bill	06/30/2025	90241820	07/10/2025	Project: Shepherd & Durham Major Investment Project June 2025	95,663.17
Total CDM Smith Inc.					0.00
<b>Landscape Art, Inc</b>					
Bill	08/31/2025	Pay Req No. 7	09/10/2025	WBS No. F-000936-0001-3 Payment Request No. 4 Through August 31, 2025	284,745.22
Total Landscape Art, Inc					284,745.22
<b>McCall Gibson Swedlund Barfoot PLLC</b>					
Bill	09/16/2025	2025 Audit Interim	09/26/2025	2025 Audit Interim	10,000.00
Total McCall Gibson Swedlund Barfoot PLLC					10,000.00
<b>Regions Corporate Trust</b>					
Bill	09/01/2025	#11879 SEPT 25	09/11/2025	Debt Service Payment	1,556,612.51
Total Regions Corporate Trust					1,556,612.51
<b>TOTAL</b>					<b>1,851,357.73</b>

6:28 PM

09/17/25

Accrual Basis

# Memorial Heights Redevelopment Authority

## Capital Improvement Projects

### June through August 2025

Type	Date	Num	Name	Memo	Amount
<b>Capital Improvement Plan</b>					
<b>T-0510 Shepherd at Memorial</b>					
Bill	07/31/2025	25-1053	Sanford Kuhl Hagan K...	T-0510 Shepherd at Memorial	260.00
Bill	08/31/2025	8-2025-57	Goodman Corporation	MRA123 Task 1 - \$11,055	221.10
Total T-0510 Shepherd at Memorial					481.10
<b>T-0512A Mkt to Mkt C Bon/Shep</b>					
Bill	08/31/2025	8-2025-60	Goodman Corporation	MRA129 Task 1 - \$42,285	2,114.25
Total T-0512A Mkt to Mkt C Bon/Shep					2,114.25
<b>T-0520 Houston Ave &amp; White Oak</b>					
Bill	06/01/2025	25-0790	Sanford Kuhl Hagan K...	T-0520 Houston Ave/White Oak May 31, 2025	257.50
Total T-0520 Houston Ave & White Oak					257.50
<b>T-0521 Little Thicket Park Impr</b>					
Bill	06/01/2025	Pay Req ...	Landscape Art, Inc	WBS No. F-000936-0001-3 Payment Request No. ...	58,453.24
Bill	06/30/2025	ARIV1041...	Quiddity Engineering, ...	T0521 Little Thicket-Through June 30, 2025	14,172.50
Gener...	06/30/2025	CPA 25-1	Landscape Art, Inc	Record retainage for CIP Project	7,807.38
Bill	07/01/2025	Pay Req ...	Landscape Art, Inc	WBS No. F-000936-0001-3 Payment Request No. ...	267,241.50
Bill	07/31/2025	ARIV1041...	Quiddity Engineering, ...	T0521 Little Thicket-Through July 31, 2025	24,518.11
Bill	07/31/2025	Pay Req ...	Landscape Art, Inc	WBS No. F-000936-0001-3 Payment Request No. ...	87,311.23
Bill	08/31/2025	Pay Req ...	Landscape Art, Inc	WBS No. F-000936-0001-3 Payment Request No. ...	284,745.22
Total T-0521 Little Thicket Park Impr					744,249.18
<b>T-0523A Shepherd Durham &amp; Cross</b>					
Bill	06/01/2025	Pay Est #37	SER Construction	Shepherd Dr, Durham Dr, Selected Cross Streets ...	180,780.66
Bill	06/01/2025	25-0791	Sanford Kuhl Hagan K...	Shepher/Durham Recon May 31, 2025	790.00
Bill	06/30/2025	6-2025-69	Goodman Corporation	-MULTIPLE-	9,467.13
Bill	06/30/2025	6-2025-70	Goodman Corporation	MRA120 Task 3 - \$28,432	1,990.24
Bill	06/30/2025	Pay Est #38	SER Construction	Shepherd Dr, Durham Dr, Selected Cross Streets ...	53,127.41
Bill	06/30/2025	131826625	Hunton Andrews Kurth	Nicholas Litinas Legal Services Through 06.30.25	2,663.00
Bill	06/30/2025	ARIV1041...	Quiddity Engineering, ...	T0523A Shepherd Durham Cross Streets -Final De...	5,269.54
Bill	06/30/2025	25-0933	Sanford Kuhl Hagan K...	Shepher/Durham Recon June 30, 2025	325.00
Gener...	06/30/2025	CPA 25-1	SER Construction	Record retainage for CIP Project	562,220.22
Bill	06/30/2025	90241820	CDM Smith Inc.	Project: Shepherd & Durham Major Investment Pro...	95,663.17
Gener...	07/01/2025	CPA 26-1	CDM Smith Inc.	Reverse of invoice for correction needed	-95,663.17
Bill	07/31/2025	ARIV1041...	Quiddity Engineering, ...	Total Fee - \$364,200	3,927.12
Bill	07/31/2025	7-2025-27	Goodman Corporation	-MULTIPLE-	9,467.13
Bill	07/31/2025	25-1055	Sanford Kuhl Hagan K...	Shepher/Durham Recon July 31, 2025	972.50
Bill	07/31/2025	131827658	Hunton Andrews Kurth	Nicholas Litinas Legal Services Through 07.31.25	3,191.00
Bill	08/31/2025	8-2025-55	Goodman Corporation	-MULTIPLE-	9,467.13
Total T-0523A Shepherd Durham & Cross					843,658.08
<b>T-0526 Stude Park Improvement</b>					
Bill	06/01/2025	205275	SWA Group	Stude Park May 1 - May 31, 2025	10,008.06
Bill	06/01/2025	25-0794	Sanford Kuhl Hagan K...	Stude Park May 31, 2025	156.25
Bill	06/30/2025	205552	SWA Group	Stude Park June 1 - June 30, 2025	6,000.00
Bill	06/30/2025	25-0936	Sanford Kuhl Hagan K...	Stude Park June 30, 2025	100.00
Bill	07/31/2025	205775	SWA Group	Stude Park July 1 - July 31, 2025	4,000.00
Bill	07/31/2025	25-1059	Sanford Kuhl Hagan K...	Stude Park July 31, 2025	260.00
Total T-0526 Stude Park Improvement					20,524.31
<b>T-0534 West 19th Beall Sidewalk</b>					
Bill	06/30/2025	ARIV1041...	Quiddity Engineering, ...	Additional Survey Support & Engineering	11,862.50
Bill	07/31/2025	ARIV1041...	Quiddity Engineering, ...	Additional Services Professional Engineer I	360.00
Total T-0534 West 19th Beall Sidewalk					12,222.50
<b>T-0535 Safety &amp; Mobility Imp</b>					
Bill	06/01/2025	25-0792	Sanford Kuhl Hagan K...	T-535 Waugh Safety May 31, 2025	62.50
Bill	06/30/2025	ARIV1041...	Quiddity Engineering, ...	T0535 Waugh Safety - Through June 30, 2025	2,188.80
Bill	07/31/2025	7-2025-28	Goodman Corporation	MRA120 Task 3 - \$28,432	568.64
Total T-0535 Safety & Mobility Imp					2,819.94

No assurance is provided on these financial statements

**Memorial Heights Redevelopment Authority**  
**Capital Improvement Projects**  
June through August 2025

Type	Date	Num	Name	Memo	Amount
<b>T-0536 Public Facilities Imps</b>					
Bill	06/01/2025	25-0795	Sanford Kuhl Hagan K...	T-0536 Public Facilities Imps May 31, 2025	650.00
Bill	07/31/2025	25-1060	Sanford Kuhl Hagan K...	T-0536 Public Facilities Imps July 31, 2025	520.00
Total T-0536 Public Facilities Imps					1,170.00
<b>T-0538 Transportation Area Stud</b>					
Bill	06/01/2025	25-0793	Sanford Kuhl Hagan K...	T-0538 Transportation Area Study May 31, 2025	260.00
Bill	06/30/2025	25-0935	Sanford Kuhl Hagan K...	T-0538 Transportation Area Study June 30, 2025	4,420.00
Bill	07/31/2025	15022	Traffic Engineers, Inc.	-MULTIPLE-	48,328.30
Bill	07/31/2025	7-2025-29	Goodman Corporation	MRA125 Task 3 - \$5,067	101.34
Bill	07/31/2025	25-1057	Sanford Kuhl Hagan K...	T-0538 Transportation Area Study	617.50
Bill	08/31/2025	8-2025-58	Goodman Corporation	MRA125 Task 3 - \$5,067	101.34
Total T-0538 Transportation Area Stud					53,828.48
<b>T-0540 11th St Side Path</b>					
Bill	07/31/2025	25-1056	Sanford Kuhl Hagan K...	Legal services through July 31, 2025	62.50
Bill	08/31/2025	8-2025-56	Goodman Corporation	MRA122 Task 1 - \$32,060	320.60
Total T-0540 11th St Side Path					383.10
<b>T-0541 White Oak @ Greenleaf</b>					
Bill	06/01/2025	25-0796	Sanford Kuhl Hagan K...	T-0541 White Oak/Green Leaf May 31, 2025	187.50
Bill	06/30/2025	6-2025-71	Goodman Corporation	MRA126 Task 3 - \$8,881	621.67
Bill	06/30/2025	ARIV1041...	Quiddity Engineering, ...	T-0541 White Oak at Greenleaf-Through June 30, ...	527.50
Bill	07/31/2025	ARIV1041...	Quiddity Engineering, ...	T-0541 White Oak at Greenleaf-Through July 31, 2...	1,170.00
Bill	07/31/2025	7-2025-30	Goodman Corporation	MRA126 Task 3 - \$8,881	266.43
Bill	08/31/2025	8-2025-59	Goodman Corporation	MRA126 Task 3 - \$8,881	177.62
Total T-0541 White Oak @ Greenleaf					2,950.72
<b>T-0543 Congressional Dist 7</b>					
Bill	07/31/2025	25-1058	Sanford Kuhl Hagan K...	T-0543 Sidewalk Improvements July 31, 2025	260.00
Total T-0543 Congressional Dist 7					260.00
<b>T-0544 Westcott Roundabout</b>					
Bill	06/30/2025	ARIV1041...	Quiddity Engineering, ...	Westcott Roundabout	3,345.72
Bill	06/30/2025	25-0934	Sanford Kuhl Hagan K...	T-0544 Westcott Round About	710.00
Bill	07/31/2025	25-1054	Sanford Kuhl Hagan K...	T-0544 Westcott Round About	1,032.50
Total T-0544 Westcott Roundabout					5,088.22
<b>T-0599 Safe Sidewalk Program</b>					
Bill	07/31/2025	0178349	IDS Engineering Grou...	Sidewalk Evaluation/Recommendations \$82,000	4,100.00
Total T-0599 Safe Sidewalk Program					4,100.00
Total Capital Improvement Plan					1,694,107.38
<b>TOTAL</b>					<b>1,694,107.38</b>

# Memorial Heights Redevelopment Authority

## Profit & Loss Prev Year Comparison

### July through August 2025

	Jul - Aug 25	Jul - Aug 24	\$ Change	% Change
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Grant Income	1,849,694.69	-889,016.65	2,738,711.34	308.1%
Interest Income	262,971.30	185,066.46	77,904.84	42.1%
Interest Income - CIP	108,878.62	129,239.69	-20,361.07	-15.8%
<b>Total Income</b>	<b>2,221,544.61</b>	<b>-574,710.50</b>	<b>2,796,255.11</b>	<b>486.6%</b>
<b>Cost of Goods Sold</b>				
<b>Capital Improvement Plan</b>				
T-0510 Shepherd at Memorial	481.10	3,987.00	-3,505.90	-87.9%
T-0512A Mkt to Mkt C Bon/Shep	2,114.25	0.00	2,114.25	100.0%
T-0521 Little Thicket Park Impr	663,816.06	0.00	663,816.06	100.0%
T-0522A 18th St & Surrounding	0.00	5,316.02	-5,316.02	-100.0%
T-0523A Shepherd Durham & Cross	-68,638.29	1,196,609.90	-1,265,248.19	-105.7%
T-0526 Stude Park Improvement	4,260.00	0.00	4,260.00	100.0%
T-0534 West 19th Beall Sidewalk	360.00	4,850.60	-4,490.60	-92.6%
T-0535 Safety & Mobility Imp	568.64	16,627.05	-16,058.41	-96.6%
T-0536 Public Facilities Imps	520.00	0.00	520.00	100.0%
T-0537 Inf Imps Shep awhite Oak	0.00	9,916.91	-9,916.91	-100.0%
T-0538 Transportation Area Stud	49,148.48	1,337.00	47,811.48	3,576.0%
T-0539 Full Reconstruct Cross	0.00	10,148.28	-10,148.28	-100.0%
T-0540 11th St Side Path	383.10	1,672.40	-1,289.30	-77.1%
T-0541 White Oak @ Greenleaf	1,614.05	19,033.68	-17,419.63	-91.5%
T-0543 Congressional Dist 7	260.00	1,858.90	-1,598.90	-86.0%
T-0544 Westcott Roundabout	1,032.50	0.00	1,032.50	100.0%
T-0599 Safe Sidewalk Program	4,100.00	0.00	4,100.00	100.0%
T-5023B Phase 2 Construction	0.00	5,733.00	-5,733.00	-100.0%
<b>Total Capital Improvement Plan</b>	<b>660,019.89</b>	<b>1,277,090.74</b>	<b>-617,070.85</b>	<b>-48.3%</b>
<b>Total COGS</b>	<b>660,019.89</b>	<b>1,277,090.74</b>	<b>-617,070.85</b>	<b>-48.3%</b>
<b>Gross Profit</b>	<b>1,561,524.72</b>	<b>-1,851,801.24</b>	<b>3,413,325.96</b>	<b>184.3%</b>
<b>Expense</b>				
<b>Payroll Expenses</b>				
Payroll Taxes	3,399.81	3,269.77	130.04	4.0%
Retirement Expense	3,850.00	3,850.00	0.00	0.0%
Salary Payroll	38,500.00	38,500.00	0.00	0.0%
Payroll Expenses - Other	10.66	8.52	2.14	25.1%
<b>Total Payroll Expenses</b>	<b>45,760.47</b>	<b>45,628.29</b>	<b>132.18</b>	<b>0.3%</b>
<b>Program and Project Consultants</b>				
Engineering Consultants	4,317.50	0.00	4,317.50	100.0%
Legal Expense	2,539.25	3,727.75	-1,188.50	-31.9%
Planning Consultants	9,129.15	12,548.64	-3,419.49	-27.3%
<b>Total Program and Project Consultants</b>	<b>15,985.90</b>	<b>16,276.39</b>	<b>-290.49</b>	<b>-1.8%</b>
<b>TIRZ Administration &amp; Overhead</b>				
Accounting	3,922.06	3,922.06	0.00	0.0%
Administration	917.14	75.00	842.14	1,122.9%
Office Expenses				
Bank Service Charges	-21.41	0.00	-21.41	-100.0%
<b>Total Office Expenses</b>	<b>-21.41</b>	<b>0.00</b>	<b>-21.41</b>	<b>-100.0%</b>
<b>Tax Consultant</b>	<b>5,308.20</b>	<b>4,410.00</b>	<b>898.20</b>	<b>20.4%</b>
<b>Total TIRZ Administration &amp; Overhead</b>	<b>10,125.99</b>	<b>8,407.06</b>	<b>1,718.93</b>	<b>20.5%</b>
<b>Total Expense</b>	<b>71,872.36</b>	<b>70,311.74</b>	<b>1,560.62</b>	<b>2.2%</b>
<b>Net Ordinary Income</b>	<b>1,489,652.36</b>	<b>-1,922,112.98</b>	<b>3,411,765.34</b>	<b>177.5%</b>
<b>Net Income</b>	<b>1,489,652.36</b>	<b>-1,922,112.98</b>	<b>3,411,765.34</b>	<b>177.5%</b>

**Memorial Heights Redevelopment Authority**  
**Balance Sheet Prev Year Comparison**  
**As of August 31, 2025**

	Aug 31, 25	Aug 31, 24	\$ Change	% Change
<b>ASSETS</b>				
<b>Current Assets</b>				
<b>Checking/Savings</b>				
Frost Bank Checking	500,000.00	25,473,963.88	-24,973,963.88	-98.0%
Frost Bank Money Mkt	1,109.80	701,096.32	-699,986.52	-99.8%
Frost Bank Project Fund	14,852,646.89	465.00	14,852,181.89	3,194,017.6%
Regions Debt Service Fund	2,219,274.55	2,187,550.91	31,723.64	1.5%
Regions Project Fund	15,641,468.65	14,957,618.80	683,849.85	4.6%
TexPool Investment	35,070,534.89	19,218,650.49	15,851,884.40	82.5%
<b>Total Checking/Savings</b>	68,285,034.78	62,539,345.40	5,745,689.38	9.2%
<b>Other Current Assets</b>				
Due from Other Funds	7,250,098.27	7,250,098.27	0.00	0.0%
<b>Total Other Current Assets</b>	7,250,098.27	7,250,098.27	0.00	0.0%
<b>Total Current Assets</b>	75,535,133.05	69,789,443.67	5,745,689.38	8.2%
<b>Fixed Assets</b>				
Fixed Assets	43,079.40	0.00	43,079.40	100.0%
<b>Total Fixed Assets</b>	43,079.40	0.00	43,079.40	100.0%
<b>TOTAL ASSETS</b>	<b>75,578,212.45</b>	<b>69,789,443.67</b>	<b>5,788,768.78</b>	<b>8.3%</b>
<b>LIABILITIES &amp; EQUITY</b>				
<b>Liabilities</b>				
<b>Current Liabilities</b>				
Accounts Payable				
Accounts Payable	791,875.67	1,980,744.36	-1,188,868.69	-60.0%
<b>Total Accounts Payable</b>	791,875.67	1,980,744.36	-1,188,868.69	-60.0%
<b>Other Current Liabilities</b>				
Due to Other Funds	7,250,098.27	7,250,098.27	0.00	0.0%
Payroll Liabilities	9.00	9.00	0.00	0.0%
Retainage Payable	2,488,012.06	1,917,984.46	570,027.60	29.7%
<b>Total Other Current Liabilities</b>	9,738,119.33	9,168,091.73	570,027.60	6.2%
<b>Total Current Liabilities</b>	10,529,995.00	11,148,836.09	-618,841.09	-5.6%
<b>Total Liabilities</b>	10,529,995.00	11,148,836.09	-618,841.09	-5.6%
<b>Equity</b>				
Fund Balance Equity CIP	18,077,713.74	18,077,713.74	0.00	0.0%
Retained Earnings	45,480,851.35	42,485,006.82	2,995,844.53	7.1%
Net Income	1,489,652.36	-1,922,112.98	3,411,765.34	177.5%
<b>Total Equity</b>	65,048,217.45	58,640,607.58	6,407,609.87	10.9%
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>75,578,212.45</b>	<b>69,789,443.67</b>	<b>5,788,768.78</b>	<b>8.3%</b>



# Memorial Heights Redevelopment Authority

## Profit & Loss Detail

Accrual Basis

July through August 2025

Type	Date	Num	Name	Memo	Amount
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>Grant Income</b>					
Dep...	08/21/2025	ACH		FHWA Treas 310 Misc Pay	1,849,694.69
Total Grant Income					1,849,694.69
<b>Interest Income</b>					
Dep...	07/31/2025			Interest	0.03
Dep...	07/31/2025			Interest	318.32
Dep...	07/31/2025			Interest	127,502.70
Dep...	08/31/2025			Interest	0.03
Dep...	08/31/2025			Interest	127,767.17
Dep...	08/31/2025			Interest	7,383.05
Total Interest Income					262,971.30
<b>Interest Income - CIP</b>					
Dep...	07/31/2025			Interest	53,395.74
Dep...	08/31/2025			Interest	55,482.88
Total Interest Income - CIP					108,878.62
Total Income					2,221,544.61
<b>Cost of Goods Sold</b>					
<b>Capital Improvement Plan</b>					
<b>T-0510 Shepherd at Memorial</b>					
Bill	07/31/2025	25-1053	Sanford Kuhl Hagan K...	T-0510 Shepherd at Memorial	260.00
Bill	08/31/2025	8-2025-57	Goodman Corporation	MRA123 Task 1 - \$11,055	221.10
Total T-0510 Shepherd at Memorial					481.10
<b>T-0512A Mkt to Mkt C Bon/Shep</b>					
Bill	08/31/2025	8-2025-60	Goodman Corporation	MRA129 Task 1 - \$42,285	2,114.25
Total T-0512A Mkt to Mkt C Bon/Shep					2,114.25
<b>T-0521 Little Thicket Park Impr</b>					
Bill	07/01/2025	Pay Req No...	Landscape Art, Inc	WBS No. F-000936-0001-3 Payment Request No. 4...	267,241.50
Bill	07/31/2025	ARIV1041514	Quiddity Engineering, ...	T0521 Little Thicket-Through July 31, 2025	24,518.11
Bill	07/31/2025	Pay Req No...	Landscape Art, Inc	WBS No. F-000936-0001-3 Payment Request No. 4...	87,311.23
Bill	08/31/2025	Pay Req No...	Landscape Art, Inc	WBS No. F-000936-0001-3 Payment Request No. 4...	284,745.22
Total T-0521 Little Thicket Park Impr					663,816.06
<b>T-0523A Shepherd Durham &amp; Cross</b>					
Ge...	07/01/2025	CPA 26-1	CDM Smith Inc.	Reverse of invoice for correction needed	-95,663.17
Bill	07/31/2025	ARIV1041511	Quiddity Engineering, ...	Total Fee - \$364,200	3,927.12
Bill	07/31/2025	7-2025-27	Goodman Corporation	MRA113 Task 1 - \$127,929	3,080.07
Bill	07/31/2025	7-2025-27	Goodman Corporation	MRA113 Task 2 - \$172,439	4,629.81
Bill	07/31/2025	7-2025-27	Goodman Corporation	MRA113 Task 3 - \$72,617	1,757.25
Bill	07/31/2025	25-1055	Sanford Kuhl Hagan K...	Shepher/Durham Recon July 31, 2025	972.50
Bill	07/31/2025	131827658	Hunton Andrews Kurth	Nicholas Litinas Legal Services Through 07.31.25	3,191.00
Bill	08/31/2025	8-2025-55	Goodman Corporation	MRA113 Task 1 - \$127,929	3,080.07
Bill	08/31/2025	8-2025-55	Goodman Corporation	MRA113 Task 2 - \$172,439	4,629.81
Bill	08/31/2025	8-2025-55	Goodman Corporation	MRA113 Task 3 - \$72,617	1,757.25
Total T-0523A Shepherd Durham & Cross					-68,638.29
<b>T-0526 Stude Park Improvement</b>					
Bill	07/31/2025	205775	SWA Group	Stude Park July 1 - July 31, 2025	4,000.00
Bill	07/31/2025	25-1059	Sanford Kuhl Hagan K...	Stude Park July 31, 2025	260.00
Total T-0526 Stude Park Improvement					4,260.00
<b>T-0534 West 19th Beall Sidewalk</b>					
Bill	07/31/2025	ARIV1041512	Quiddity Engineering, ...	Additional Services Professional Engineer I	360.00
Total T-0534 West 19th Beall Sidewalk					360.00

# Memorial Heights Redevelopment Authority

## Profit & Loss Detail

Accrual Basis

July through August 2025

Type	Date	Num	Name	Memo	Amount
<b>T-0535 Safety &amp; Mobility Imp</b>					
Bill	07/31/2025	7-2025-28	Goodman Corporation	MRA120 Task 3 - \$28,432	568.64
			Total T-0535 Safety & Mobility Imp		568.64
<b>T-0536 Public Facilities Imps</b>					
Bill	07/31/2025	25-1060	Sanford Kuhl Hagan K...	T-0536 Public Facilites Imps July 31, 2025	520.00
			Total T-0536 Public Facilities Imps		520.00
<b>T-0538 Transportation Area Stud</b>					
Bill	07/31/2025	15022	Traffic Engineers, Inc.	Task 0: \$56,994.00	8,549.10
Bill	07/31/2025	15022	Traffic Engineers, Inc.	Task 1: \$49,540.00	19,816.00
Bill	07/31/2025	15022	Traffic Engineers, Inc.	Task 2: \$9,985.00	
Bill	07/31/2025	15022	Traffic Engineers, Inc.	Task 3: \$87,072.00	
Bill	07/31/2025	15022	Traffic Engineers, Inc.	Task 4: \$111,824.00	
Bill	07/31/2025	15022	Traffic Engineers, Inc.	Task 5: \$68,218.00	
Bill	07/31/2025	15022	Traffic Engineers, Inc.	Task 6: \$93,088.00	13,963.20
Bill	07/31/2025	15022	Traffic Engineers, Inc.	Direct Costs	6,000.00
Bill	07/31/2025	7-2025-29	Goodman Corporation	MRA125 Task 3 - \$5,067	101.34
Bill	07/31/2025	25-1057	Sanford Kuhl Hagan K...	T-0538 Transportation Area Study	617.50
Bill	08/31/2025	8-2025-58	Goodman Corporation	MRA125 Task 3 - \$5,067	101.34
			Total T-0538 Transportation Area Stud		49,148.48
<b>T-0540 11th St Side Path</b>					
Bill	07/31/2025	25-1056	Sanford Kuhl Hagan K...	Legal services through July 31, 2025	62.50
Bill	08/31/2025	8-2025-56	Goodman Corporation	MRA122 Task 1 - \$32,060	320.60
			Total T-0540 11th St Side Path		383.10
<b>T-0541 White Oak @ Greenleaf</b>					
Bill	07/31/2025	ARIV1041513	Quiddity Engineering, ...	T-0541 White Oak at Greenleaf-Through July 31, 20...	1,170.00
Bill	07/31/2025	7-2025-30	Goodman Corporation	MRA126 Task 3 - \$8,881	266.43
Bill	08/31/2025	8-2025-59	Goodman Corporation	MRA126 Task 3 - \$8,881	177.62
			Total T-0541 White Oak @ Greenleaf		1,614.05
<b>T-0543 Congressional Dist 7</b>					
Bill	07/31/2025	25-1058	Sanford Kuhl Hagan K...	T-0543 Sidewalk Improvements July 31, 2025	260.00
			Total T-0543 Congressional Dist 7		260.00
<b>T-0544 Westcott Roundabout</b>					
Bill	07/31/2025	25-1054	Sanford Kuhl Hagan K...	T-0544 Westcott Round About	1,032.50
			Total T-0544 Westcott Roundabout		1,032.50
<b>T-0599 Safe Sidewalk Program</b>					
Bill	07/31/2025	0178349	IDS Engineering Grou...	Sidewalk Evaluation/Recommendations \$82,000	4,100.00
			Total T-0599 Safe Sidewalk Program		4,100.00
			Total Capital Improvement Plan		660,019.89
			Total COGS		660,019.89
			Gross Profit		1,561,524.72
<b>Expense</b>					
<b>Payroll Expenses</b>					
<b>Payroll Taxes</b>					
Che...	07/01/2025	EFT	United States Treasury		160.04
Pay...	07/31/2025	DD1051	Sherry Weesner	Direct Deposit	1,312.85
Pay...	07/31/2025	DD1051	Sherry Weesner	Direct Deposit	307.03
Pay...	07/31/2025	DD1051	Sherry Weesner	Direct Deposit	0.00
Pay...	08/29/2025	DD1052	Sherry Weesner	Direct Deposit	1,312.85
Pay...	08/29/2025	DD1052	Sherry Weesner	Direct Deposit	307.04
Pay...	08/29/2025	DD1052	Sherry Weesner	Direct Deposit	0.00
			Total Payroll Taxes		3,399.81

No assurance is provided on these financial statements

# Memorial Heights Redevelopment Authority

## Profit & Loss Detail

Accrual Basis

July through August 2025

Type	Date	Num	Name	Memo	Amount
<b>Retirement Expense</b>					
Pay...	07/31/2025	DD1051	Sherry Weesner	Direct Deposit	1,925.00
Pay...	08/29/2025	DD1052	Sherry Weesner	Direct Deposit	1,925.00
Total Retirement Expense					3,850.00
<b>Salary Payroll</b>					
Pay...	07/31/2025	DD1051	Sherry Weesner	Direct Deposit	19,250.00
Pay...	08/29/2025	DD1052	Sherry Weesner	Direct Deposit	19,250.00
Total Salary Payroll					38,500.00
<b>Payroll Expenses - Other</b>					
Lia...	07/30/2025		QuickBooks Payroll S...	Fee for 1 direct deposit(s) at \$5.00 each	5.00
Lia...	07/30/2025		QuickBooks Payroll S...	Sales Tax for TX	0.33
Lia...	08/28/2025		QuickBooks Payroll S...	Fee for 1 direct deposit(s) at \$5.00 each	5.00
Lia...	08/28/2025		QuickBooks Payroll S...	Sales Tax for TX	0.33
Total Payroll Expenses - Other					10.66
Total Payroll Expenses					45,760.47
<b>Program and Project Consultants</b>					
<b>Engineering Consultants</b>					
Bill	07/31/2025	ARIV1041510	Quiddity Engineering, ...	Project Number: 14760-0001-00 July 1 - July 31, 2025	4,317.50
Total Engineering Consultants					4,317.50
<b>Legal Expense</b>					
Bill	07/31/2025	25-1052	Sanford Kuhl Hagan K...	Legal services through July 31, 2025	2,539.25
Total Legal Expense					2,539.25
<b>Planning Consultants</b>					
Bill	07/31/2025	1387	Medley Inc.	Monthly Digital Retainer - July	2,000.00
Bill	07/31/2025	1387	Medley Inc.	Mail Chimp Subscription	13.86
Bill	07/31/2025	7-2025-102	Goodman Corporation	Task 1- \$250,000 NTE	4,650.42
Bill	08/17/2025	1391	Medley Inc.	Monthly Digital Retainer - August	2,000.00
Bill	08/17/2025	1391	Medley Inc.	Mail Chimp Subscription	13.86
Bill	08/31/2025	8-2025-105	Goodman Corporation	Task 1- \$250,000 NTE	451.01
Total Planning Consultants					9,129.15
Total Program and Project Consultants					15,985.90
<b>TIRZ Administration &amp; Overhead</b>					
<b>Accounting</b>					
Bill	07/31/2025	2748	The Morton Accountin...	July 2025	1,961.03
Bill	08/31/2025	2749	The Morton Accountin...	August 2025	1,961.03
Total Accounting					3,922.06
<b>Administration</b>					
Bill	07/01/2025	06.19-07.18....	Commerce Bank	Previous Balance	707.14
Bill	07/31/2025	25-1051	Sanford Kuhl Hagan K...	Admin/Meeting through July 31, 2025	210.00
Total Administration					917.14
<b>Office Expenses</b>					
<b>Bank Service Charges</b>					
Bill	07/01/2025	06.19-07.18....	Commerce Bank	Returned Payment Fee eversal	-29.00
Bill	07/01/2025	06.19-07.18....	Commerce Bank	Finance Charge	7.59
Total Bank Service Charges					-21.41
Total Office Expenses					-21.41

# Memorial Heights Redevelopment Authority

## Profit & Loss Detail

Accrual Basis

July through August 2025

Type	Date	Num	Name	Memo	Amount
	Tax Consultant				
Bill	07/01/2025	63612	Equi Tax Inc.	July 1 - December 31, 2025 2025 Tax Consulting	5,308.20
	Total Tax Consultant				5,308.20
	Total TIRZ Administration & Overhead				10,125.99
	Total Expense				71,872.36
	Net Ordinary Income				1,489,652.36
Net Income					1,489,652.36

**Memorial Heights Redevelopment Authority – TIRZ 5**  
**Investment Report**  
**FY 2025 July 2024-June 2025**  
**June 2025**

**TEXPOOL**

Date	Balance	Interest	Deposits/Withdrawals	Date Deposit/Withdrawal	Average Daily Yield
July 31, 2024	\$19,132,565.12	\$86,015.23			5.3173%
August 31, 2024	\$19,218,650.49	\$86,085.37			5.2977%
September 30, 2024	\$38,328,735.30	\$110,084.81	\$19,000,000.00*	9/19/2024	5.1637%
October 31, 2024	\$38,488,670.34	\$159,935.04			4.9130%
November 30, 2024	\$38,638,308.76	\$149,638.20			4.7302%
December 31, 2024	\$38,787,983.20	\$149,674.44			4.5610%
January 31, 2025	\$38,932,655.40	\$149,682.20			4.7302%
February 28, 2025	\$39,062,746.39	\$130,080.99			4.3345%
March 31, 2025	\$39,206,551.00	\$143,804.61			4.3355%
April 30, 2025	\$37,745,595.07	\$139,044.07	**\$600,000 **\$1,000,000	4/25/2025 4/29/2025	4.3355%
May 31, 2025	\$37,783,666.21	\$138,071.14	**\$100,000	5/30/2025	4.3077%
June 30 2025	\$34,815,265.02	\$131,598.81	\$1,000,000** \$2,100,000***	6/26/2025	4.2970%

\*Transfer from Frost Account

\*\* Transfer to Frost Account

**Regions Project Fund**

Date	Balance	Income	Deposits/Withdrawals	Date Deposit/Withdrawal	Average Yield at Market
July 31, 2024	\$14,891,821.11	\$63,441.89			5.14%
August 31, 2024	\$14,957,618.80	\$65,797.80			5.30%
September 30, 2024	\$15,023,511.49	\$65,829.69			5.29%
October 31, 2024	\$15,085,611.67	\$62,100.18			4.96%
November 30, 2024	\$15,146,989.41	\$61,377.74			4.88%
December 31, 2023	\$15,204,450.48	\$57,461.07			4.55%
January 31, 2025	\$15,262,220.06	\$57,769.58			4.56%
February 28, 2025	\$15,318,028.25	\$55,808.19			4.39%
March 31, 2025	\$15,368,306.74	\$50,278.49			3.94%
April 30, 2025	\$15,423,758.83	\$55,452.09			4.33%
May 31, 2025	\$15,477,430.23	\$53,671.40			4.18%
June 30, 2025	\$15,532,590.03	\$55,159.80			4.28%

**Memorial Heights Redevelopment Authority – TIRZ 5**  
**Investment Report**  
**FY 2025 July 2024-June 2025**  
**June 2025**

**Regions Debt Service Fund**

Date	Balance	Income	Deposits/Withdrawals	Date Deposit/Withdrawal	Average Yield at Market
July 31, 2024	\$2,177,928.13	\$3,256.58			5.14%
August 31, 2024	\$2,187,551.91	\$9,623.78			5.30%
September 30, 2024	\$662,451.20	\$9,636.80	-\$1,534,737.51*		5.29%
October 31, 2024	\$665,622.43	\$3,171.23			4.96%
November 30, 2024	\$668,330.54	\$2,708.11			4.88%
December 31, 2024	\$670,865.89	\$2,535.35			4.55%
January 31, 2025	\$673,414.85	\$2,548.96			4.56%
February 28, 2025	\$675,877.27	\$2,462.42			4.39%
March 31, 2025	\$91,483.19	\$2,218.43	-\$586,612.51**		3.94%
April 30, 2025	\$91,950.39	\$467.20			4.33%
May 31, 2025	\$92,270.34	\$318.95			4.18%
June 30, 2025	\$92,599.18	\$328.84			4.28%

\*September 2024 Bond Payment

\*\*March 2025 Bond Payment

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*

Sherry F. Weesner, Investment Officer

**Memorial Heights Redevelopment Authority – TIRZ 5**  
**Investment Report**  
**FY 2026 July 2025 - June 2026**  
**September 2025**

**TEXPOOL**

Date	Balance	Interest	Deposits/Withdrawals	Date Deposit/Withdrawal	Average Daily Yield
July 31, 2025	\$34,942,767.72	\$127,502.70			4.3120%
August 31, 2025	\$35,070,534.89	\$127,767.17			4.3052%
September 30, 2025					
October 31, 2025					
November 30, 2025					
December 31, 2025					
January 31, 2026					
February 28, 2026					
March 31, 2026					
April 30, 2026					
May 31, 2026					
June 30, 2026					

\*Transfer from Frost Account

\*\* Transfer to Frost Account

**Regions Project Fund**

Date	Balance	Income	Deposits/Withdrawals	Date Deposit/Withdrawal	Average Yield at Market
July 31, 2025	\$15,585,985.77	\$53,395.74			4.13%
August 31, 2025	\$15,641,468.65	\$55,482.88			4.27%
September 30, 2025					
October 31, 2025					
November 30, 2025					
December 31, 2025					
January 31, 2026					
February 28, 2026					
March 31, 2026					
April 30, 2026					
May 31, 2026					
June 30, 2026					

**Memorial Heights Redevelopment Authority – TIRZ 5****Investment Report****FY 2026 July 2025 - June 2026****September 2025****Regions Debt Service Fund**

Date	Balance	Income	Deposits/Withdrawals	Date Deposit/Withdrawal	Average Yield at Market
July 31, 2025	\$2,211,892.55	\$318.32	\$2,118,975.00	7/1/2025	4.13%
August 31, 2025	\$2,219,275.55	\$7,383.05			4.27%
September 30, 2025					
October 31, 2025					
November 30, 2025					
December 31, 2025					
January 31, 2026					
February 28, 2026					
March 31, 2026					
April 30, 2026					
May 31, 2026					
June 30, 2026					

\*September 2025 Bond Payment

\*\*March 2026 Bond Payment

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*

Sherry F. Weesner, Investment Officer



# MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY

## COMMITTEE APPOINTMENTS

SEPTEMBER 25, 2025

---

### Finance Committee

- Janice Hale-Harris
- Christopher Manriquez
- Nikki Knight
- Matt Zeve (*ALTERNATE*)

### Projects Committee

- Donna McIntosh
- Ann Lents
- Matt Zeve
- Janice Hale-Harris (*ALTERNATE*)

### Long-Term Financial Planning and Investment

- Ann Lents
- Matt Zeve
- Donna McIntosh

### General Development Guidelines Committee

- Ann Lents
- Janice Hale-Harris
- Christopher Manriquez

### Communications Committee

- Christopher Manriquez
- Nikki Knight
- Janice Hale-Harris

**MEMORIAL-HEIGHTS  
REDEVELOPMENT AUTHORITY**

**Annual Financial Statements  
and  
Supplementary Information**

**June 30, 2025  
(With Independent Auditor's Report Thereon)**

**McCALL GIBSON SWEDLUND BARFOOT ELLIS PLLC**  
Certified Public Accountants

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# ***McCall Gibson Swedlund Barfoot Ellis PLLC***

*Certified Public Accountants*

*Chris Swedlund  
Noel W. Barfoot  
Joseph Ellis  
Ashlee Martin*

*Mike M. McCall  
(retired)  
Debbie Gibson  
(retired)*

## **INDEPENDENT AUDITOR’S REPORT**

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

### **Opinions**

We have audited the accompanying financial statements of the governmental activities and each major fund of Memorial-Heights Redevelopment Authority (the “Authority”), a component unit of the City of Houston, Texas, as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the Authority’s basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Authority as of June 30, 2025 and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor’s Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Responsibilities of Management for the Financial Statements**

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

### **Required Supplementary Information**

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

### **Supplementary Information**

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's basic financial statements. The supplementary information required by the City of Houston, Texas and schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. This supplementary information, excluding that portion marked "Unaudited" on which we express no opinion or provide an assurance, has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated September 25, 2025, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

McCall Gibson Swedlund Barfoot Ellis PLLC  
Certified Public Accountants  
Houston, Texas

September 25, 2025

# **MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**

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

### **FOR THE YEAR ENDED JUNE 30, 2025**

The discussion and analysis of Memorial-Heights Redevelopment Authority's (Authority or MHRA) financial statements provide an overview of the Authority's financial performance during the years ended June 30, 2025, and 2024. This discussion and analysis includes comparative data for the year ended June 30, 2025, with the year ended June 30, 2024, with a brief explanation for significant changes between fiscal years. Since the Management's Discussion and Analysis is designed to focus on current activities, resulting changes and currently known facts, please read in conjunction with the Authority's financial statements and footnotes.

#### **HIGHLIGHTS**

- Since its creation in 1996, Reinvestment Zone Number Five, City of Houston (Zone) has seen an increase in taxable value. As of tax year 2024, the projected taxable value was approximately \$4,085,903,826. This increase in value of \$3,074,223,604 over the base year value of \$1,011,680,222 was due to multiple factors including annexation of territory into the boundaries of the Zone and subsequent development of multi-family development and commercial projects in the Zone.
- The Authority recorded its annual Municipal Services Payment to the City of Houston in the amount of \$149,301.
- During Fiscal Years 2018, 2019, and 2020 MHRA continued work on the Shepherd/Durham Streets Reconstruction Project and successfully obtained grant funding. During Fiscal Year 2021, MHRA completed design of Phase 1 (15th Street to 610) and started design on Phase 2 (15th Street to I-10). Construction of Phase 1 began in May of 2022 and is expected to be completed in the fall of 2025. Construction of Phase 2 is expected to start in the Fall of 2025.
- The Authority has been successful with several Highway Safety Improvement Program (HSIP) grants. These include Yale at Center, 19th and Beall Area, which are both under construction and expected to be complete this year. The Waugh, South Heights, Yale and Waughford area project and the Greenleaf and White Oak Projects are in design.
- The Authority has received a Congressional Earmark for \$850,000 to improve sidewalk connectivity in the Congressional District 7 area. The preliminary planning work has been completed, and we expect to enter the design phase this fall.
- HGAC has also awarded the Authority \$1,200,000 to provide connectivity to Cherry Loraine Nature Preserve and White Oak Bayou from Shepherd to Ella. HGAC has also awarded the Authority \$3,000,000 to improve connectivity and pedestrian access on 18th street from Nicholson to 20th street.

# **MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**

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

### **FOR THE YEAR ENDED JUNE 30, 2025**

#### **HIGHLIGHTS (Continued)**

- Funding for a Transportation Alternatives Study was awarded to the Authority to evaluate and make mobility recommendations for the area in and around the zone. This study began this summer.
- There are several additional infrastructure projects that are in the planning or design phase.

#### **OVERVIEW OF THE FINANCIAL STATEMENTS**

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

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

#### **STATEMENT OF NET POSITION**

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



**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**FOR THE YEAR ENDED JUNE 30, 2025**

**STATEMENT OF NET POSITION (Continued)**

	Summary of Changes in the Statement of Net Position		
	2025	2024	Change Positive (Negative)
<b>ASSETS:</b>			
Cash and Investments	\$ 69,591,804	\$ 63,435,125	\$ 6,156,679
Tax Increments Receivable			
Grants Receivable	1,849,695	3,556,086	(1,706,391)
<b>TOTAL ASSETS</b>	<u>\$ 71,441,499</u>	<u>\$ 66,991,211</u>	<u>\$ 4,450,288</u>
<b>LIABILITIES:</b>			
Due to Developer	\$ 19,970,098	\$ 21,168,990	\$ 1,198,892
Long -Term Liabilities	37,840,641	38,917,016	1,076,375
Other Liabilities	7,523,163	7,556,735	33,572
<b>TOTAL LIABILITIES</b>	<u>\$ 65,333,902</u>	<u>\$ 67,642,741</u>	<u>\$ 2,308,839</u>
Net Position:			
Restricted	\$ 2,016,035	\$ 1,971,425	\$ 44,610
Unrestricted	4,091,562	(2,622,955)	6,714,517
<b>TOTAL NET POSITION</b>	<u>\$ 6,107,597</u>	<u>\$ (651,530)</u>	<u>\$ 6,759,127</u>

**STATEMENT OF ACTIVITIES**

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

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**FOR THE YEAR ENDED JUNE 30, 2025**

**STATEMENT OF ACTIVITIES (Continued)**

	Summary of Changes in the Statement of Activities		
	2025	2024	Change Positive (Negative)
<b>REVENUES:</b>			
Tax Increment Revenue	\$ 14,600,363	\$ 15,344,503	\$ (744,140)
Investment and Miscellaneous Revenues	2,905,468	2,565,766	339,702
Grant Revenue	6,069,694	9,392,903	(3,323,209)
<b>TOTAL REVENUES</b>	<b>\$ 23,575,525</b>	<b>\$ 27,303,172</b>	<b>\$ (3,727,647)</b>
<b>EXPENSES:</b>			
Project Cost	\$ 14,205,121	\$ 21,261,762	\$ 7,056,641
Other Costs	879,319	919,769	40,450
Support Services	649,691	515,279	(134,412)
Loan Costs	1,082,267	1,127,476	45,209
<b>TOTAL EXPENSES</b>	<b>\$ 16,816,398</b>	<b>\$ 23,824,286</b>	<b>\$ 7,007,888</b>
<b>CHANGE IN NET POSITION</b>	<b>\$ 6,759,127</b>	<b>\$ 3,478,886</b>	<b>\$ 3,280,241</b>
<b>NET POSITION, BEGINNING OF YEAR</b>	<b>(651,530)</b>	<b>(4,130,416)</b>	<b>3,478,886</b>
<b>NET POSITION, END OF YEAR</b>	<b>\$ 6,107,597</b>	<b>\$ (651,530)</b>	<b>\$ 6,759,127</b>

**Tax Increments**

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

# **MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**

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

### **FOR THE YEAR ENDED JUNE 30, 2025**

#### **Capital Assets**

The Authority had no capital assets as of June 30, 2025. Under the Development Agreements, the Authority oversees the construction of certain public improvements in the Memorial-Heights Areas. Upon completion and inspection by the Authority's consultants and the City's inspectors, the public improvements are automatically conveyed to the City. Thus, although it may have obligations to reimburse construction participants, including developers, for the public improvements, the Authority never holds title to any public improvements.

#### **Debt**

As of June 30, 2025, the Authority had outstanding bonds totaling \$36,385,000. As of June 30, 2025, the Authority owed developers \$19,970,098. The Series 2021 Tax Increment Contract Bonds carry an insured rating of "AA" by virtue of bond insurance issued by Assured Guaranty. The above ratings reflect changes if any through June 30, 2025.

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

The Authority's overall final budget for 2025 was in excess of \$82.9 million dollars. Actual tax increments and other income received were more than budgeted. Total expenditures were less than budgeted. See the budget to actual comparison on page 23.

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

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

- Shepherd/Durham Streets Reconstruction Project including selected cross streets between Shepherd and Durham between I-10 and 610
- All remaining Cross Streets between Shepherd and Durham between I-10 and 610
- Yale and Center Street Intersection Signalization Improvements
- Participating with the City of Houston, TxDOT, and the Harris County Flood Control District to develop and construct the North Canal Flood Control Project
- Pedestrian improvements at Shepherd and Memorial
- Improvements at Little Thicket Park and Stude Park
- Safety improvement at 19<sup>th</sup> street between Bevis and Beall
- Safety and mobility improvements at Waugh, South Heights, Yale and Waughford
- Sidewalk and bicycle facility improvements in Congressional District 7
- Connectivity Improvements on 11<sup>th</sup> street between Nashua and Ella
- Connectivity Improvements on 18<sup>th</sup> street between Nicholson and 20<sup>th</sup> street
- Landscape improvements to the Westcott Roundabout

This financial report is designed to provide a general overview of the Memorial-Heights Redevelopment Authority's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to John Kuhl, Attorney, SKLaw, 1330 Post Oak Boulevard, Suite 2650, Houston, Texas 77056.

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**STATEMENT OF NET POSITION AND**  
**GOVERNMENTAL FUNDS BALANCE SHEET**  
**JUNE 30, 2025**

	<u>General Fund</u>	<u>Capital Projects Fund</u>
<b>ASSETS</b>		
Cash	\$ 17,032,376	\$
Investments	37,026,838	15,532,590
Grant Receivable	1,849,695	
Due from Other Funds	15,385,525	
<b>TOTAL ASSETS</b>	<u>\$ 71,294,434</u>	<u>\$ 15,532,590</u>
<b>LIABILITIES</b>		
Accounts Payable	\$ 6,357,625	\$
Accrued Interest Payable		
Due to Developer		
Due to Other Funds		15,385,525
Long-Term Liabilities:		
Due Within One Year		
Due After One Year		
<b>TOTAL LIABILITIES</b>	<u>\$ 6,357,625</u>	<u>\$ 15,385,525</u>
<b>FUND BALANCES</b>		
Restricted for Authorized Construction	\$	\$ 147,065
Restricted for Debt Service	2,211,573	
Unassigned	62,725,236	
<b>TOTAL FUND BALANCES</b>	<u>\$ 64,936,809</u>	<u>\$ 147,065</u>
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<u>\$ 71,294,434</u>	<u>\$ 15,532,590</u>
<b>NET POSITION</b>		
Restricted for Debt Service		
Unrestricted		
<b>TOTAL NET POSITION</b>		

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

<u>Total</u>	<u>Adjustments</u>	<u>Statement of Net Position</u>
\$ 17,032,376	\$	\$ 17,032,376
52,559,428		52,559,428
1,849,695		1,849,695
<u>15,385,525</u>	<u>(15,385,525)</u>	<u></u>
<u>\$ 86,827,024</u>	<u>\$ (15,385,525)</u>	<u>\$ 71,441,499</u>
\$ 6,357,625	\$	\$ 6,357,625
	195,538	195,538
	19,970,098	19,970,098
15,385,525	(15,385,525)	
	970,000	970,000
	<u>37,840,641</u>	<u>37,840,641</u>
<u>\$ 21,743,150</u>	<u>\$ 43,590,752</u>	<u>\$ 65,333,902</u>
\$ 147,065	\$ (147,065)	\$
2,211,573	(2,211,573)	
<u>62,725,236</u>	<u>(62,725,236)</u>	<u></u>
<u>\$ 65,083,874</u>	<u>\$ (65,083,874)</u>	<u>\$ - 0 -</u>
<u>\$ 86,827,024</u>		
	\$ 2,016,035	\$ 2,016,035
	<u>4,091,562</u>	<u>4,091,562</u>
	<u>\$ 6,107,597</u>	<u>\$ 6,107,597</u>

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

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET**  
**TO THE STATEMENT OF NET POSITION**  
**JUNE 30, 2025**

Total Fund Balances - Governmental Funds \$ 65,083,874

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

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

Due to Developer	\$ (19,970,098)	
Accrued Interest Payable	(195,538)	
Due Within One Year	(970,000)	
Due After One Year	<u>(37,840,641)</u>	<u>(58,976,277)</u>

Total Net Position - Governmental Activities \$ 6,107,597

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

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS STATEMENT OF**  
**REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**FOR THE YEAR ENDED JUNE 30, 2025**

	<u>General Fund</u>	<u>Capital Projects Fund</u>
<b>REVENUES:</b>		
Tax Increment Revenue	\$ 14,600,363	\$
Grant Revenues	6,069,694	
Investment and Miscellaneous Revenues	<u>2,201,257</u>	<u>704,211</u>
<b>TOTAL REVENUES</b>	<u>\$ 22,871,314</u>	<u>\$ 704,211</u>
<b>EXPENDITURES/EXPENSES:</b>		
Service Operations:		
Municipal Services	\$ 149,301	
Administrative Fees-Transfer	730,018	
Project Cost	6,069,694	8,135,427
Administrative Consultant	270,411	
Accounting and Legal Fees	93,447	
Developer Reimbursement	1,198,892	
Other Consultants	262,521	
Other Cost	23,312	
Debt Service:		
Loan Principal	925,000	
Bond Interest	<u>1,196,350</u>	
<b>TOTAL EXPENDITURES/EXPENSES</b>	<u>\$ 10,918,946</u>	<u>\$ 8,135,427</u>
<b>NET CHANGE IN FUND BALANCES</b>	<u>\$ 11,952,368</u>	<u>\$ (7,431,216)</u>
<b>CHANGE IN NET POSITION</b>		
<b>FUND BALANCES/NET POSITION -</b>		
<b>JULY 1, 2024</b>	<u>52,984,441</u>	<u>7,578,281</u>
<b>FUND BALANCES/NET POSITION -</b>		
<b>JUNE 30, 2025</b>	<u>\$ 64,936,809</u>	<u>\$ 147,065</u>

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

<u>Total</u>	<u>Adjustments</u>	<u>Statement of Activities</u>
\$ 14,600,363	\$	\$ 14,600,363
6,069,694		6,069,694
2,905,468		2,905,468
<u>\$ 23,575,525</u>	<u>\$ - 0 -</u>	<u>\$ 23,575,525</u>
\$ 149,301	\$	\$ 149,301
730,018		730,018
14,205,121		14,205,121
270,411		270,411
93,447		93,447
1,198,892	(1,198,892)	
262,521		262,521
23,312		23,312
925,000	(925,000)	
1,196,350	(114,083)	1,082,267
<u>\$ 19,054,373</u>	<u>\$ (2,237,975)</u>	<u>\$ 16,816,398</u>
\$ 4,521,152	\$ (4,521,152)	\$
	6,759,127	6,759,127
<u>60,562,722</u>	<u>(61,214,252)</u>	<u>(651,530)</u>
<u>\$ 65,083,874</u>	<u>\$ (58,976,277)</u>	<u>\$ 6,107,597</u>

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



**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF**  
**REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**TO THE STATEMENT OF ACTIVITIES**  
**FOR THE YEAR ENDED JUNE 30, 2025**

Net Change in Fund Balances - Governmental Funds	\$ 4,521,152
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Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report loan principal payments as expenditures. However, in the Statement of Net Position, loan principal payments are reported as decreases in long-term liabilities.	925,000
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Governmental funds report interest expenditures on long-term debt as expenditures in the year paid. However, in the Statement of Net Position, interest is accrued on the long-term debt through fiscal year-end.	114,083
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Governmental funds report developer contributions, net any amount paid to the developer, as other financing uses. Developer contributions increase long-term liabilities in the Statement of Net Position.	<div style="border-top: 1px solid black; display: inline-block;">1,198,892</div>
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Change in Net Position - Governmental Activities	<div style="border-top: 1px solid black; border-bottom: 3px double black; display: inline-block;">\$ 6,759,127</div>
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The accompanying notes to the financial  
statements are an integral part of this report.

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**JUNE 30, 2025**

**NOTE 1. DESCRIPTION OF ORGANIZATION**

**Description of Organization**

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

**City of Houston Reinvestment Zone Number Five**

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

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

**Reporting Entity**

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

**Tax Increments and Participation Agreements**

The City has agreed to deposit to the Tax Increment Fund established for the TIRZ (the Tax Increment Fund) a certain percentage of the tax collections arising from its taxation of the increase, if any, in the appraised value of real property located in the TIRZ since January 1, 1996 (the Tax Increments). The City is required to collect taxes on real property located within the TIRZ in the same manner as other taxes are collected by the City. The City is then required to pay the Tax Increment Fund the Tax Increments, as agreed upon in accordance with the City's agreement with the TIRZ (the Participation Agreement). Thus, Tax Increments are due to be deposited from the Tax Increment Fund to the Authority's account by the end of each quarter in which they are collected in the Tax Increment Fund. The City has agreed to pay 100% of their Tax Increments to the Tax Increment Fund. During the current fiscal year, tax increments of \$14,600,363 were collected by the City of which \$730,018 was withheld to cover administrative costs.

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**JUNE 30, 2025**

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

**Measurement Focus and Basis of Accounting:**

**Government-Wide Financial Statement**

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

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

**Fund Financial Statements**

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. All governmental funds are accounted for using a current financial resources measurement focus and have been prepared using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual (i.e., when they are “measurable and available”). “Measurable” means the amount of the transaction that can be determined and “available” means collectible within the current period or soon enough thereafter to pay liabilities of the current period. The Authority considers all revenue available if it is collected within 60 days after the year end. Expenditures are recorded when the related fund liability is incurred. The Authority only has two major funds, the General Fund, which accounts for resources not required to be accounted for in another fund, tax increment revenues, costs and general expenditures, and the Capital Projects Fund to account for resources restricted, committed or assigned for acquisition or construction of facilities and related costs. As of June 30, 2025, the Capital Projects Fund owes the General Fund \$15,385,525 for capital expenditures previously made by the General Fund.

**Fund Balances**

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

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

*Restricted* - amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation or because of constraints that are externally required.

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**JUNE 30, 2025**

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

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

**Fund Balances (Continued)**

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

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

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

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

**Federal Income Taxes**

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

**Use of Estimates**

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

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**JUNE 30, 2025**

**NOTE 3. DEPOSITS AND INVESTMENTS**

Deposits

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

Texas statutes require that any cash balance in any fund shall, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, be continuously secured by a valid pledge to the Authority of securities eligible under the laws of Texas to secure the funds of the Authority, having an aggregate market value, including accrued interest, at all times equal to the uninsured cash balance in the fund to which such securities are pledged. At June 30, 2025, the carrying amount of the Authority's deposits was \$17,032,376 and the bank balance was \$17,044,228. Of the bank balance, \$250,000 was covered by federal depository insurance and \$3,465,635 was covered by pledged collateral. The remaining balance of \$13,328,593 was uncollateralized as of June 30, 2025. Subsequent to year end, sufficient collateral was pledged to cover the bank balances. The carrying values of the deposits are included in the Governmental Funds Balance Sheet and the Statement of Net Position at June 30, 2025, as listed below:

	Cash
GENERAL FUND	<u>\$ 17,032,376</u>

Investments

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

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

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**JUNE 30, 2025**

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

Investments (Continued)

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

The Authority invests in Goldman Sachs Financial Square Government Fund-Institutions Share (FGTXX). The fund normally invests at least 99.5% of the fund's total assets in cash, U.S. Government securities and/or repurchase agreements that are fully collateralized. The fund invests in compliance with industry-standard regulatory requirements for money market funds for the quality, maturity, liquidity and diversification of investments. The fund seeks to maintain a net asset value (NAV) of \$1.00 per share. NAV is calculated daily. The fund's assets are managed by Goldman Sachs Liquidity Solutions Team.

As of June 30, 2025, the Authority had the following investments and maturities:

Fund and Investment Type	Fair Value	Maturities in Less Than 1 Year
<u>GENERAL FUND</u>		
TexPool	\$ 34,815,265	\$ 34,815,265
FGTXX	2,211,573	2,211,573
<u>CAPITAL PROJECTS FUND</u>		
FGTXX	15,532,590	15,532,590
<b>TOTAL INVESTMENTS</b>	<u><u>\$ 52,559,428</u></u>	<u><u>\$ 52,559,428</u></u>

Credit risk is the risk that the issuer or other counterparty to an investment will not fulfill its obligations. At June 30, 2025, the Authority's investment in TexPool, an external investment pool, and FGTXX were rated AAAM by Standard & Poor's.

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

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**JUNE 30, 2025**

**NOTE 4. LONG-TERM DEBT**

A summary of changes in the Authority's long-term debt follows:

	July 1, 2024	Additions	Retirements	June 30, 2025
Loans Payable	\$ 37,310,000	\$	\$ 925,000	\$ 36,385,000
Unamortized Discounts	2,532,016		106,375	2,425,641
Total Long-Term Liabilities	<u>\$ 39,842,016</u>	<u>\$ -0-</u>	<u>\$ 1,031,375</u>	<u>\$ 38,810,641</u>
			Amount Due Within One Year	\$ 970,000
			Amount Due After One Year	37,840,641
			Total Long-Term Liabilities	<u>\$ 38,810,641</u>

The Authority's bonds payable at June 30, 2025, consist of the following:

	Series 2021 Tax Increment Contract Revenue Bonds
Amounts Outstanding – June 30, 2025	\$ 36,385,000
Interest Rates	2.0% - 5.0%
Due Dates – Serially Beginning/Ending	September 1, 2025/2048
Interest Payment Dates	September 1/ March 1
Callable Dates	September 1, 2030*

- \* Or on any date thereafter in whole or in part at a price of par plus accrued interest on the date of redemption. Series 2021 term bonds maturing September 1, 2039, September 1, 2043, and September 1, 2048, are subject to mandatory redemption on September 1, 2038, September 1, 2040, and September 1, 2044, respectively.

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**JUNE 30, 2025**

**NOTE 4. LONG-TERM DEBT (Continued)**

As of June 30, 2025, the debt service requirements on the bonds outstanding were as follows:

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2026	\$ 970,000	\$ 1,148,975	\$ 2,118,975
2027	1,020,000	1,099,225	2,119,225
2028	1,075,000	1,046,850	2,121,850
2029	1,130,000	991,725	2,121,725
2030	1,190,000	933,725	2,123,725
2031-2035	6,685,000	3,925,375	10,610,375
2036-2040	7,575,000	3,036,381	10,611,381
2041-2045	8,740,000	1,871,250	10,611,250
2046-2049	8,000,000	489,000	8,489,000
	<u>\$ 36,385,000</u>	<u>\$ 14,542,506</u>	<u>\$ 50,927,506</u>

**NOTE 5. DEVELOPER ADVANCES AND INTEREST PAYABLE**

The Authority has also entered into a reimbursement agreement with Regent Square AB LLC, Regent Square CD LLC, and AH Borrower LLC (Regent). In 2012, a partial assignment of the reimbursement agreement was made by Regent to Sovereign Regent Square LLC (Sovereign). In accordance with the reimbursement agreement, Regent and Sovereign have agreed to fund on behalf of the Authority certain design and construction costs for public infrastructure improvements in connection with a mixed-use development. As of June 30, 2025, the Developer has reported expenditures of \$71,676,614, of which \$3,211,252 is reimbursable under the agreement. This amount, less \$2,466,177 reimbursed in prior fiscal years and \$725,202 reimbursed in the current fiscal year, is recorded as Due to Developer in the Statement of Net Position.

During 2019 MHRA entered into a Development Agreement which will improve the intersections at Allen Parkway and a new public street within the development, at Dallas and the new public street, Shepherd and Allen Parkway, Shepherd and Memorial, West Dallas and Shepherd. Marston Street will be extended to Allen Parkway and a new street will be constructed from Allen Parkway to West Dallas. Streetscapes will be improved on Marston, the new public street, West Dallas, Shepherd, Allen Parkway, Tirell and West Dallas. The work on West Dallas will include separated bike lanes. As of June 30, 2025, the Developer has reported expenditures of \$21,722,098 of which \$20,743,589 is reimbursable under the agreement. This amount, less \$319,674 reimbursed in the prior fiscal year and \$473,690 reimbursed in the current fiscal year, is recorded as Due to Developer in the Statement of Net Position.



**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**JUNE 30, 2025**

**NOTE 6. RISK MANAGEMENT**

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

**NOTE 7. BUILD GRANT**

On September 9, 2021, the Authority was awarded a \$25 million Better Utilizing Investments to Leverage Development (BUILD) FY 2019 Discretionary Grant. These grant funds will be matched with \$25 million of local funds by the Authority to build Phase I of the project to reconstruct Shepherd and Durham from approximately 15<sup>th</sup> Street to I-610. On February 18, 2022, the grant agreement was amended to extend the period of performance from March 31, 2025 to August 24, 2025, to amend the planned construction start date from October 1, 2021 to February 21, 2022, and to require local matching funding of \$34,597,586 rather than \$25 million. As of June 30, 2025, the Authority has expended \$63,941,704, of which \$13,169,605 was expended in the current year. During the year ended June 30, 2025, the Authority recorded BUILD grant reimbursements of \$6,069,694, of which \$1,849,695 was recorded as a receivable as of June 30, 2025.

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**REQUIRED SUPPLEMENTARY INFORMATION**  
**BUDGETARY COMPARISON SCHEDULE – ALL COMBINED GOVERNMENTAL**  
**FUNDS**  
**FOR THE YEAR ENDED JUNE 30, 2025**

	Original and Final Budget	Actual	Positive (Negative)
<b>Budgetary Fund Balance - Beginning of Year</b>	\$ 58,458,149	\$ 60,562,722	\$ 2,104,573
<b>Resources:</b>			
Tax Increments	\$ 14,782,369	\$ 14,600,363	\$ (182,006)
Grant Revenues	9,706,969	6,069,694	(3,637,275)
Investment and Miscellaneous Revenues	29,210	2,905,468	2,876,258
<b>Total Available Resources</b>	<u>\$ 82,976,697</u>	<u>\$ 84,138,247</u>	<u>\$ 1,161,550</u>
<b>Expenditures:</b>			
Maintenance and Operations	\$ 702,500	\$ 649,691	\$ 52,809
Capital Expenditures and Developer	36,764,494	15,404,013	21,360,481
Transfers	899,770	879,319	20,451
Debt Service	2,121,350	2,121,350	
<b>Total Expenditures</b>	<u>\$ 40,488,114</u>	<u>\$ 19,054,373</u>	<u>\$ 21,433,741</u>
<b>Budgetary Fund Balance - End of Year</b>	<u>\$ 42,488,583</u>	<u>\$ 65,083,874</u>	<u>\$ 22,595,291</u>
Explanation of Differences between Budgetary Inflow and Outflows and GAAP Revenues and Expenditures			
<b>Sources/Inflows of Resources</b>			
Actual amounts (budgetary basis)			\$ 84,138,247
Differences - Budget to GAAP:			
The fund balance at the beginning of the year is a budgetary resource but is not a current-year revenue for financial reporting purposes			<u>(60,562,722)</u>
Total revenues as reported on the Statement of Revenues, Expenditures, and Changes in Fund Balances			<u>\$ 23,575,525</u>

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**

**SUPPLEMENTARY INFORMATION –  
REQUIRED BY *GOVERNMENT AUDITING STANDARDS***

**June 30, 2025**

# ***McCall Gibson Swedlund Barfoot Ellis PLLC***

*Certified Public Accountants*

*Chris Swedlund  
Noel W. Barfoot  
Joseph Ellis  
Ashlee Martin*

*Mike M. McCall  
(retired)  
Debbie Gibson  
(retired)*

September 25, 2025

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

## **Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards**

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Memorial-Heights Redevelopment Authority ("the Authority") as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements and have issued our report thereon dated September 25, 2025.

### **Report on Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Authority's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses, or significant deficiencies, and therefore material weaknesses may exist that have not been identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

## **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

McCall Gibson Swedlund Barfoot Ellis PLLC  
Certified Public Accountants  
Houston, Texas

September 25, 2025

# ***McCall Gibson Swedlund Barfoot Ellis PLLC***

*Certified Public Accountants*

*Chris Swedlund  
Noel W. Barfoot  
Joseph Ellis  
Ashlee Martin*

*Mike M. McCall  
(retired)  
Debbie Gibson  
(retired)*

September 25, 2025

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

## **Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance**

### **Report on Compliance for Each Major Federal Program**

#### **Opinion on Each Major Federal Program**

We have audited Memorial-Heights Redevelopment Authority's (the "Authority") compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Authority's major federal programs for the year ended June 30, 2025. The Authority's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Authority complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2025.

#### **Basis for Opinion on Each Major Federal Program**

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Authority's compliance with the compliance requirements referred to above.

### **Responsibilities of Management for Compliance**

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Authority's federal programs.

### **Auditor's Responsibility for the Audit of Compliance**

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Authority's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Authority's compliance with the requirements of each major program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Authority's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Authority's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

## **Report on Internal Control Over Compliance**

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit, we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that have not been identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

McCall Gibson Swedlund Barfoot Ellis PLLC  
Certified Public Accountants  
Houston Texas

September 25, 2025



**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FOR THE YEAR ENDED JUNE 30, 2025**

<u>Federal Grantor/Pass-through Grantor/Program or Cluster Title</u>	<u>Assistance Listing Number</u>	<u>Pass-through Entity Identifying Number</u>	<u>Total Federal Expenditures</u>
Department of Transportation:			
Federal Highway Administration FY 2019 BUILD Transportation Grants Program	20.933	Award Number 693JJ32140002	<u>\$ 6,069,694</u>

DRAFT SUBJECT TO CHANGE

See accompanying independent auditor's report.

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**NOTES TO SCHEDULE OF EXPENDITURES**  
**OF FEDERAL AWARDS**  
**FOR THE YEAR ENDED JUNE 30, 2025**

**NOTE 1. BASIS OF PRESENTATION**

The accompanying schedule of expenditures of federal award includes the federal grant activity of the Authority and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Therefore, some amounts presented in this schedule may differ from amounts presented in or used in the preparation of the basic financial statements.

**NOTE 2. BUILD GRANT**

On September 9, 2021, the Authority was awarded a \$25 million Better Utilizing Investments to Leverage Development (BUILD) FY 2019 Discretionary Grant. These grant funds will be matched with \$25 million of local funds by the Authority to build Phase I of the project to reconstruct Shepherd and Durham from approximately 15<sup>th</sup> Street to I-610. On February 18, 2022, the grant agreement was amended to extend the period of performance from March 31, 2025 to August 24, 2025, to amend the planned construction start date from October 1, 2021 to February 21, 2022, and to require local matching funding of \$34,597,586 rather than \$25 million. As of June 30, 2025, the Authority has expended \$63,941,704, of which \$13,169,605 was expended in the current year. During the year ended June 30, 2025, the Authority received BUILD grant reimbursements of \$6,069,694.

**NOTE 3. MATCHING COSTS**

Matching Costs, the nonfederal share of certain program costs, are not included on the Schedule.

**NOTE 4. INDIRECT COSTS**

The Authority has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**  
**FOR THE YEAR ENDED JUNE 30, 2025**

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**Section I — Summary of Auditor's Results**

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***Financial Statements***

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

- Material weakness(es) identified?  
\_\_\_\_\_ yes   X   no
- Significant Deficiencies(s) identified that are not considered to be material weaknesses?  
\_\_\_\_\_ yes   X   None reported
- Noncompliance material to financial statements noted?  
\_\_\_\_\_ yes   X   no

***Federal Awards***

Internal control over major programs:

- Material weakness(es) identified?  
\_\_\_\_\_ yes   X   no
- Significant Deficiencies(s) identified that are not considered to be material weakness(es)?  
\_\_\_\_\_ yes   X   None reported
- Type of auditor's report issued on compliance for major programs: Unmodified
- Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516 of Uniform Guidance \_\_\_\_\_ yes   X   no

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**  
**FOR THE YEAR ENDED JUNE 30, 2025**

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Identification of major programs:

*Assistance*

*Listing*

*Number(s)*

*Name of Federal Program or Cluster*

<b>20.933</b>	<b>US Department of Transportation Federal Highway Administration BUILD FY 2019 Transportation Grants Program</b>
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Dollar threshold used to distinguish

between type A and type B programs: \$1,000,000

Audited Qualified as low-risk auditee?           yes      X   no

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**  
**FOR THE YEAR ENDED JUNE 30, 2025**

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**Section II — Financial Statement Findings**

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None

DRAFT SUBJECT TO CHANGE

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**  
**FOR THE YEAR ENDED JUNE 30, 2025**

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**Section III— Federal Award Findings and Questioned Costs**

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None

DRAFT SUBJECT TO CHANGE

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**SCHEDULE OF PRIOR AUDIT FINDINGS**  
**FOR THE YEAR ENDED JUNE 30, 2025**

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None

DRAFT SUBJECT TO CHANGE

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**SCHEDULE OF ESTIMATE OF PROJECT COSTS TO ACTUAL COSTS**  
**PERIOD FROM DECEMBER 11, 1997 (DATE OF INCORPORATION)**  
**THROUGH JUNE 30, 2025**  
**(UNAUDITED)**

Vendor	Estimated Total Costs	Total Expenditures	Variance Positive (Negative)
Public Utility Improvements	\$ 138,144,635	\$ 2,893,549	\$ 135,251,086
Roadway and Sidewalk Improvements	131,738,100	79,660,748	52,077,352
Parks and Park Improvements	88,499,375	12,602,920	75,896,455
Professional Services/TIRZ Administration	11,513,853	11,491,876	21,977
Property Assemblage/Clean-up	52,100,000	882,382	51,217,618
Financing Cost	29,879,513	12,998,079	16,881,434
Creation Costs	175,300	175,300	-0-
School and Educational Facilities	23,123,754	12,705,295	10,418,459
Affordable Housing	33,332,210	7,262,210	26,070,000
<b>Total Reimbursement</b>	<u>\$ 508,506,740</u>	<u>\$ 140,672,359</u>	<u>\$ 367,834,381</u>

See accompanying independent auditor's report.



**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**SCHEDULE OF OPERATING EXPENDITURES AND CAPITAL EXPENDITURES**  
**FOR THE YEAR ENDED JUNE 30, 2025**

Category	Vendor	Budget	Actual Expenditure	Variance Positive (Negative)
<b>ADMINISTRATION AND OVERHEAD</b>				
Administration Support	SMW	\$ 300,000	\$ 270,411	\$ 29,589
Office Administration	eLsqrd Media Group/ Commerce Bank/ SKLaw	15,000	17,383	(2,383)
Insurance	TML Insurance	2,500	2,429	71
Accounting	The Morton Accounting Services	30,000	24,725	5,275
Auditor	McCall Gibson Swedlund Barfoot Ellis PLLC	20,000	22,750	(2,750)
Other Consultants	Equi-Tax, Inc./ Regions Corporate Trust	15,000	13,518	1,482
<b>SUBTOTAL</b>		<u>\$ 382,500</u>	<u>\$ 351,216</u>	<u>\$ 31,284</u>
<b>PROGRAM AND PROJECT CONSULTANTS</b>				
Legal-General Matters	SKLaw	\$ 100,000	\$ 68,722	\$ 31,278
Planning Consultants	Medley/Goodman Corp/ Masterson Advisors	125,000	120,309	4,691
Engineering Consultants	Quiddity	75,000	109,444	(34,444)
Construction Audit		20,000		20,000
<b>SUBTOTAL</b>		<u>\$ 320,000</u>	<u>\$ 298,475</u>	<u>\$ 21,525</u>
<b>TOTAL MANAGEMENT/CONSULTING SERVICES</b>		<u>\$ 702,500</u>	<u>\$ 649,691</u>	<u>\$ 52,809</u>
Regents Square GID/ Hanover	Sovereign Regent Square	<u>\$ 3,090,000</u>	<u>\$ 1,198,892</u>	<u>\$ 1,891,108</u>
Municipal Services	City of Houston	<u>\$ 160,652</u>	<u>\$ 149,301</u>	<u>\$ 11,351</u>

See accompanying independent auditor's report.

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**SCHEDULE OF OPERATING EXPENDITURES AND CAPITAL EXPENDITURES**  
**FOR THE YEAR ENDED JUNE 30, 2025**

Category	Vendor	Budget	Actual Expenditure	Variance Positive (Negative)
<b>CAPITAL EXPENDITURES</b>				
Project T-0510-Pedestrian Improvements Shepherd at Memorial	Quiddity/SKLaw/ The Goodman Corp	\$ 270,000	\$ 13,608	\$ 256,392
Project T-0512-White Oak Bayou Trail System	The Goodman Corp	\$ - 0 -	\$ 25,234	\$ (25,234)
Project T-0520-Houston Ave & White Oak Dr Intersection	SKLaw	\$ 50,000	\$ 3,769	\$ 46,231
Project T-0521-Little Thicket Park Improvements	Landscape Art, Inc/Quiddity/SKLaw	\$ 1,250,000	\$ 482,863	\$ 767,137
Project T-0522A-18th & 19th Reconstruction	Quiddity	\$ 135,000	\$ 15,037	\$ 119,963
Project T-0523A-Shepherd/Durham Reconstruction Ph. 1	CDM Smith/Quiddity/SER Construction/SKLaw/The Goodman Corp/Hunton Andrews Kurth	\$ 18,400,000	\$ 13,212,684	\$ 5,187,316
Project T-0523B-Shepherd/Durham Reconstruction Ph. 2	The Goodman Corp	\$ 8,400,000	\$ 10,505	\$ 8,389,495
Project T-0525-North Canal Project		\$ 5,000	\$ - 0 -	\$ 5,000
Project T-0526-Stude Park Improvements	SKLaw / SWA Group	\$ 250,000	\$ 24,776	\$ 225,224
Project T-0529-Yale and Center Intersection		\$ 600,000	\$ - 0 -	\$ 600,000
Project T-0532-Zone Wide Safety and Mobility Projects	SKLaw	\$ 300,000	\$ 2,625	\$ 297,375

See accompanying independent auditor's report.

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**SCHEDULE OF OPERATING EXPENDITURES AND CAPITAL EXPENDITURES**  
**FOR THE YEAR ENDED JUNE 30, 2024**

Category	Vendor	Budget	Actual Expenditure	Variance Positive (Negative)
<b>CAPITAL EXPENDITURES</b>				
Project T-0534-Safety Improvements 19th and Beall Area	Quiddity/SKLaw/The Goodman Corp	\$ 400,000	\$ 101,940	\$ 298,060
Project T-0535-Safety and Mobility Improvements Waugh, South Heights, Yale and Waughford between the bridge over Memorial and Washington	Quiddity/SKLaw/The Goodman Corp	\$ 1,074,000	\$ 56,706	\$ 1,017,294
Project T-0536-Public Facility Evaluation including fire stations, parks, community centers, and multi- service centers	SKLaw	\$ 500,000	\$ 1,300	\$ 498,700
Project T-0537-Infrastructure Improvements in the Shepherd - White Oak Bayou - 8th Street and Yale Area	Quiddity	\$ 75,000	\$ 13,985	\$ 61,015
Project T-0538-Transportation Alternative Area-wide Study	SKLaw/The Goodman Corp/TXDot	\$ 605,000	\$ 28,155	\$ 576,845
Project T-0539-Full Reconstruction of Remaining Cross Streets from Durham and Shepherd between I-10 and 610 (Phase 3) - including street drainage improvements	Quiddity/SKLaw	\$ 600,000	\$ 21,154	\$ 578,846
Project T-0540 Cherry Loraine White Oak Bayou Connectivity Project	SKLaw/The Goodman Corp	\$ 146,494	\$ 25,876	\$ 120,618
Project T-0541-White Oak & Greenleaf	Quiddity/SKLaw/The Goodman Corp	\$ 274,000	\$ 56,504	\$ 217,496
Project T-0543-Congressional District 7 Sidewalk Improvement Project	IDS Engineering/SKLaw/The Goodman Corp	\$ 100,000	\$ 89,795	\$ 10,205
Project T-0544-Westcott Roundabout Greenspace	Quiddity/SKLaw	\$ 240,000	\$ 18,605	\$ 221,395
<b>TOTAL CAPITAL EXPENDITURES</b>		<u>\$ 33,674,494</u>	<u>\$ 14,205,121</u>	<u>\$ 19,469,373</u>

See accompanying independent auditor's report.

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**  
**CITY OF HOUSTON, TEXAS**  
**SEPTEMBER 25, 2025**

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

Ladies and Gentlemen:

This representation letter is provided in connection with your audit of the financial statements of Memorial-Heights Redevelopment Authority (the "Authority"), which comprise the respective financial position of the governmental activities and each major fund as of June 30, 2025, and the respective changes in financial position for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

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

We confirm, to the best of our knowledge and belief, as of September 25, 2025, the following representations made to you during your audit.

**Financial Statements**

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated April 24, 2025, including our responsibility for the preparation and fair presentation of the financial statements and for preparation of the supplementary information in accordance with the applicable criteria.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates are reasonable.
- 6) Related party relationships and transactions, if any, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
- 7) Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements.

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

**Information Provided**

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

**Government—specific**

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

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

- 35) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 36) Deposits and investment securities are properly classified as to risk and are properly disclosed.
- 37) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.
- 38) We have appropriately disclosed the Authority's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
- 39) We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.
- 40) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- 41) With respect to the supplementary information required by the City of Houston, Texas,
  - a) We acknowledge our responsibility for presenting this information in accordance with accounting principles generally accepted in the United States of America, and we believe this information, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of this information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
  - b) If this information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.
- 42) With respect to federal award programs:
  - a) We are responsible for understanding and complying with and have complied with, the requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), including requirements relating to preparation of the schedule of expenditures of federal awards.
  - b) We acknowledge our responsibility for preparing and presenting the schedule of expenditures of federal awards (SEFA) and related disclosures in accordance with the requirements of the Uniform Guidance, and we believe the SEFA, including its form and content, is fairly presented in accordance with the Uniform Guidance. The methods of measurement or presentation of the SEFA have not changed from those used in the prior period and we have disclosed to you any significant assumptions and interpretations underlying the measurement or presentation of the SEFA.

- c) If the SEFA is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the SEFA no later than the date we issue the SEFA and the auditor's report thereon.
- d) We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance compliance audit, and have included in the SEFA, expenditures made during the audit period for all awards provided by federal agencies in the form of federal awards, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.
- e) We are responsible for understanding and complying with, and have complied with, the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and have identified and disclosed to you the requirements of federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major program.
- f) We are responsible for establishing, designing, implementing, and maintaining, and have established, designed, implemented, and maintained, effective internal control over compliance for federal programs that provides reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended.
- g) We have made available to you all federal awards (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relevant to federal programs and related activities.
- h) We have received no requests from a federal agency to audit one or more specific programs as a major program.
- i) We have complied with the direct and material compliance requirements, including when applicable, those set forth in the *OMB Compliance Supplement* relating to federal awards and confirm that there were no amounts questioned and no known noncompliance with the direct and material compliance requirements of federal awards.
- j) We have disclosed any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.
- k) We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.
- l) Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB's Uniform Guidance (2 CFR part 200, subpart E).
- m) We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.



- n) We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- o) We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
- p) There are no such known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditor's report.
- q) No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the period covered by the auditor's report.
- r) Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the financial statements have been prepared.
- s) The copies of federal program financial reports provided you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
- t) We have charged costs to federal awards in accordance with applicable cost principles.
- u) We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance, and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.
- v) We are responsible for and have ensured the reporting package does not contain protected personally identifiable information.
- w) We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by the Uniform Guidance.

## MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY

Signatures of the Board of Directors

_____	_____
_____	_____
_____	_____
_____	_____

D-007

# ***McCall Gibson Swedlund Barfoot Ellis PLLC***

*Certified Public Accountants*

*Chris Swedlund  
Noel W. Barfoot  
Joseph Ellis  
Ashlee Martin*

*Mike M. McCall  
(retired)  
Debbie Gibson  
(retired)*

September 25, 2025

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

We have audited the financial statements of the governmental activities and each major fund of Memorial-Heights Redevelopment Authority (the “Authority”) for the year ended June 30, 2025. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our engagement letter to you dated April 25, 2024. Professional standards also require that we communicate to you the following information related to our audit. For the purposes of this letter, the term “management” refers to the Board of Directors and/or Authority consultants.

## Significant Audit Findings

### *Qualitative Aspects of Accounting Practices*

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

Accounting estimates are an integral part of the financial statements and are based on management’s knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. If applicable, we evaluated the key factors and assumptions used to develop these estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

### *Difficulties Encountered in Performing the Audit*

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

### *Corrected and Uncorrected Misstatements*

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

### *Management Representations*

We have requested certain representations from management that are included in the management representation letter dated September 25, 2025.

### *Disagreements with Management*

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

### *Management Consultations with Other Independent Accountants*

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

### *Other Audit Findings or Issues*

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

### Other Matters

We were engaged to perform non-attest services for the Authority in relation to the preparation of the financial statements and related notes in conformity with accounting principles generally accepted in the United States of America and the preparation of the schedule of federal expenditures. These services were performed based on information provided by you. We performed these services in accordance with applicable professional standards. The non-attest services we performed are limited to those specifically defined and did not result in assuming management responsibilities.

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

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

### Restriction on Use

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

Sincerely,

McCall Gibson Swedlund Barfoot Ellis PLLC  
Certified Public Accountants  
Houston, Texas

CERTIFICATE FOR ORDER

THE STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS                 §

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

1.       The Board of Directors of the Memorial-Heights Redevelopment Authority convened in Regular Session, open to the public, on September 25, 2025, at a designated meeting place within the City of Houston, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Ann Lents	Chair
Donna McIntosh	Vice Chair
Janice Hale-Harris	Secretary
Matt Zeve	Director
Christopher David Manriquez	Director
Robert Stein	Director
Nikki Knight	Director

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

**ORDER EVIDENCING REVIEW OF INVESTMENT POLICY**

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

2.       That a true, full and correct copy of the aforesaid Order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Order has been duly recorded in the Board's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Order would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Subchapter C, Chapter 49, Texas Water Code.

PASSED AND APPROVED the 25<sup>th</sup> day of September, 2025.

\_\_\_\_\_  
Secretary

## ORDER EVIDENCING REVIEW OF INVESTMENT POLICY

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

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

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

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

Section 1. The Board has conducted a review of the Policy and the investment strategies contained therein at its regular meeting held on September 25, 2025.

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

Adopted this 25<sup>th</sup> day of September, 2025.

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

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

CERTIFICATE FOR ORDER

THE STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS                 §

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

1.       The Board of Directors of the Memorial-Heights Redevelopment Authority convened in Regular Session, open to the public, on September 25, 2025, at a designated meeting place within the City of Houston, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Ann Lents	Chair
Donna McIntosh	Vice Chair
Janice Hale-Harris	Secretary
Matt Zeve	Director
Christopher David Manriquez	Director
Robert Stein	Director
Nikki Knight	Director

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

**ORDER ADOPTING LIST OF QUALIFIED BROKERS**

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

2.       That a true, full and correct copy of the aforesaid Order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Order has been duly recorded in the Board's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Order would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Subchapter C, Chapter 49, Texas Water Code.

PASSED AND APPROVED the 25<sup>th</sup> day of September, 2025.

\_\_\_\_\_  
Secretary

## ORDER ADOPTING LIST OF QUALIFIED BROKERS

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

### ARTICLE I

#### GENERAL

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

#### SECTION 1.2. DEFINITIONS:

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

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

### ARTICLE II

#### LIST OF QUALIFIED BROKERS

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

Adopted this 25<sup>th</sup> day of September, 2025.

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Chairman, Board of Directors

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Secretary, Board of Directors

## EXHIBIT A

Austin Capital Bank  
Bank of America N.A.  
Bank of New York- Mellon  
Bank of Texas N.A.  
Bank of the Ozarks (Bank Ozk)  
BB & T  
Cadence Bank  
Capital Bank of Texas  
Capital Markets Group  
Capital One  
Central Bank  
Chasewood Bank  
Citibank N.A.  
Coastal Securities  
Comerica Bank  
Comerica Securities  
Commercial State Bank  
Community Bank of Texas  
Community Trust Bank  
East West Bank  
First Bank of Texas  
First Citizens Bank  
First Financial Bank, N.A.  
First National Bank of Texas  
First Texas Bank  
Frontier Bank of Texas  
Frost National Bank  
Guaranty Bank & Trust  
Hancock Whitney Bank  
Herring Bank  
Hometown Bank, N.A.  
Iberia Bank  
ICS  
Independent Bank  
International Bank of Commerce  
Inter National Bank  
IntraFi Network Deposits  
JP Morgan Chase  
Legacy Texas Bank  
Lone Star Bank  
Lone Star Capital Bank  
Lone Star Investment Pool  
Moody National Bank  
New First National Bank  
North Star Bank of Texas  
Plains Capital Bank  
Plains State Bank  
PNC Bank/The PNC Financial Services Group, Inc.  
Prosperity Bank  
R Bank  
Regions Bank  
SouthStar Bank  
Southwest Securities  
State Bank of Texas



State Street Bank & Trust Co.  
Stellar Bank  
Stifel Nicolaus  
Sunflower Bank  
Tex Star Investment Pool  
Texas Capital Bank N.A.  
Texas Citizens Bank  
Texas Class  
Texas Exchange Bank  
Texas First Bank  
Texas Gulf Bank  
Texas Regional Bank  
Texas Savings Bank  
Texpool/Texpool Prime  
The Independent Bankers Bank  
The Mint National Bank  
The Right Bank for Texas  
Third Coast Bank  
Trustmark National Bank  
U. S. Bank  
United Bank of El Paso Del Norte  
United Texas Bank  
Unity National Bank  
Veritex Bank  
Wallis Bank  
Wells Fargo Bank, N.A.  
Wells Fargo Brokerage Services, LLC  
Wells Fargo Trust  
West Star Bank  
Woodforest National Bank

## MHRA Projects

Development	Planning	Design	In Review	Construction	Close Out Activities
P-2025 Westcott and Washington - Preliminary Traffic Study	T-526 Stude Park Evaluation and Improvements	T-510 Shepherd & Memorial (FTA- Metro Grant)		T- 521 Little Thicket (Partnership with Parks Department)	
T-522B 19th Street Reconstruction	T-512A 18th Street Pedestrian Improvements (TIP funded)(FTA Transfer)	T-520 Houston Ave. & White Oak reconstruction		T-523 A Shepherd Durham Phase 1 (FHWA Grant)	
T-536 Public Facility Evaluation	T-538 Transportation Alternative Study (TASA funded)	T-525 North Canal (MHRA is a Funding Partner with COH)		T-523B Shepherd Durham Phase 2 (TIP Funded - COH Construction)	
T-542 Nicholson@MKT Crossing Improvements (Grant Application)		T-532/543 Zone Wide and District 7 Safety and Sidewalk Improvements		T-529 Yale and Center (HSIP Funded- TXDOT Construction)	
T-535 Sidewalk Improvements (5310 Grant Application)		T-535 Waugh Feagan Safety Improvements (HSIP Funded - COH Contruction) (June 2024 March 2025 under Administration Review) (100% plans with COH 6/14/2024)(InTXDOT review)		T-534 19th and Beall Safety Projet (HSIP Funded - TXDOT Contruction)	
		T-539 Shepherd Durham Cross Streets			
		T-540 Lorraine Cherry -White Oak Bayou Connectivity (TIP Funded)(FTA Transfer)		T-541 White Oak & Greenleaf (HSIP Funded - COH Construction)	
		T-544 Westcott Roundabout			



# Shepherd-Durham (T-0523B) Ph II Update

Memorial Heights Redevelopment Authority  
Houston Public Works  
TxDOT  
**September 2025**

## Project Overview

1. Scope – design of improvements along Shepherd, Durham, West 14<sup>th</sup>, West 12<sup>th</sup>, and West 11<sup>th</sup> to improve mobility and safety within the project corridor
2. Schedule – locally let January 2025; Awarded in June 2025
3. Construction Cost - \$69,716,798.42 (low bid)

## Last Month's Accomplishments

*What have we accomplished / been successful at over the last month(s)?*

- ✓ Low Bidder: Harper Brothers Construction
- ✓ Total of 3 bids received in January 2025
- ✓ HPW selected team for CM&I and CMT
- ✓ Construction awarded by COH in June 2025
- ✓ Awaiting award of CM&I Services contract
- ✓ Contractor Notice to Proceed anticipated October 15, 2025

## Upcoming Goals, Targets, and Critical Milestones

*What are we targeting to achieve over the next month?*

- ✓ Support HPW with the Pre-Construction Meeting once scheduled.
- ✓ Provide Construction Phase Services through the duration of the completion of the proposed improvements.

## Unforeseens, Corrective Plans of Action, and Lessons Learned

*What challenges are we working to overcome?*

- ✓ Award of the construction management and inspection services contract by COH is taking longer than expected (original award anticipated in March 2025).

## External Assistance Required

*What assistance are we seeking from outside sources to accomplish our goals?*

- ✓ Continued support as the project transitions to construction.

2022						2023												2024												2025											
June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	August	Sept.	Oct.	
Design						Design												Final												Approvals											
																														Advert.											
																														Bid											
																														Award											
																														NTP											



# Safety/Mobility Projects Update

Memorial Heights Redevelopment Authority

September 2025

Grant Funded  
Safety Improvement Projects

## Yale & Center (T-0529)

**Project Sponsor: TxDOT (HSIP)**

- ✓ Packaged with Richmond Ave @ Hayes Rd Signal, Irvington Blvd @ Patton St Roundabout, and Renwick Dr @ Dashwood Dr Roundabout.
- ✓ Contractor: Main Lane Industries.
- ✓ Construction Start: Originally anticipated July 2024. Construction started in April 2025.
- ✓ Contractor has completed the installation of proposed improvements, including the electrical service, and is addressing punchlist items.
- ✓ Coordinated with METRO on the mill and overlay of Washington Avenue that will tie into the Yale & Center intersection.

## West 19<sup>th</sup> and Beall (T-0534)

**Project Sponsor: HPW (HSIP)**

- ✓ Packaged with various projects within St. George Place Redevelopment Authority, Near North Side Management District, and Greater Southeast Management District.
- ✓ Contractor: Garrett Shields Infrastructure.
- ✓ Construction Start: June 6, 2025, at this project location.
- ✓ The punch list walk with HPW has been requested.
- ✓ Continue coordination with TxDOT and Garret Shields to assist in close out.

## Heights/MKT Bike/Ped Safety

**Project Sponsor: MHRA**

- ✓ Installation of various bike/ped improvements across the Zone.
- ✓ Construction complete.
- ✓ Coordinating with HPW on final acceptance.



# White Oak at Greenleaf Safety Improvements

Update (T-0541)

Memorial Heights Redevelopment Authority  
HSIP

September 2025

## Monthly Discussion Topics

1. Scope – design of sidewalks, ramps, pavement marking, signage and streetlighting at the intersection of White Oak at Greenleaf.
2. Schedule – Final Submittal, June 11, 2025.
3. Estimated Grant Cost - \$267,000.

## Last Month's Accomplishments

*What have we accomplished / been successful at over the last month?*

- ✓ Submitted final plans TxDOT on May 15, 2025.
- ✓ Submitted final plans to HPW on June 11, 2025.
- ✓ Attended the Pre-Bid Meeting on August 26, 2025.

## Upcoming Goals, Targets, and Critical Milestones

*What are we targeting to achieve over the next month?*

- ✓ Receipt of bids scheduled for September 25, 2025.
- ✓ Assist HPW on the evaluation of bids received.

## Unforeseens, Corrective Plans of Action, and Lessons Learned

*What challenges are we working to overcome?*

- ✓ None currently.

## External Assistance Required

*What assistance are we seeking from outside sources to accomplish our goals?*

- ✓ Continued coordination with MHRA and TGC on the expectations of the project and coordination with the project partners.



**EXHIBIT "A"**

**Form of Task Order**

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

**Project No. T-0541 – White Oak at Greenleaf Safety Improvements**

**Work Authorization No. 2 – Limited Construction Phase Services**

This WORK AUTHORIZATION authorizes professional engineering services to be performed by QUIDDITY ENGINEERING, LLC, fka 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:

- 1.0 PROJECT DESCRIPTION: The ENGINEER shall provide limited Construction Phase Engineering Services for the construction of safety improvements at the intersection of White Oak and Greenleaf Streets, including, but not limited to new signing, striping, and sidewalk improvements.
- 2.0 SCOPE OF SERVICES: The ENGINEER shall perform tasks as identified in the attached Scope of Services Construction Phase for the project.
- 3.0 FEE AND PAYMENT: The ENGINEER shall complete the tasks in this WORK AUTHORIZATION for an hourly not to exceed amount of \$15,000.00 (see **Exhibit "B" of the PSA** for applicable schedule of hourly rates).

Basic Services (Hourly Not to Exceed)	\$14,350.00
Reimbursable Expenses	\$540.00
<b>Total</b>	<b>\$14,890.00</b>

- 4.0 PROJECT SCHEDULE: The schedule to complete this work is 2 months.

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

**MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY:**

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

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

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

**QUIDDITY ENGINEERING, LLC**

By: Kristen Hennings

Name: Kristen Hennings

Title: Senior Project Manager

ATTEST: Matthew Sain

September 10, 2025

Ms. Sherry Weesner  
President  
Memorial Heights Redevelopment Authority/ TIRZ No. 5  
1330 Post Oak Boulevard, Suite 2650  
Houston, TX 77056

Re: White Oak at Greenleaf Safety Improvements (T-0541)  
Proposal for Professional Services for Limited Construction Phase Services  
Houston, Texas

Dear Sherry:

Quiddity Engineering, LLC (QE) appreciates the opportunity to present this proposal for limited construction phase services in connection with the White Oak at Greenleaf Safety Improvements project for Memorial Heights Redevelopment Authority (MHRA)/TIRZ No. 5. QE will perform limited construction phase services as described below. Construction Management, Inspection, and Materials Testing services are not included in this proposal and will be provided by Houston Public Works.

### **Scope of Services**

Basic Services to be provided by QE include:

1. Limited Construction Phase Services (CPS)  
QE will provide limited construction phase services including attendance at the pre-construction conference, and substantial and final walkthroughs. QE will respond to contractor Requests for Information, review submittals, and assist MHRA with project close-out at completion. QE will continue coordination with private utilities through the corridor. QE will conduct regular site visits during the duration of the project. QE will prepare record drawings showing the as-built conditions of the improvements.
2. Progress Meetings  
QE will attend bi-weekly construction progress meetings. Based on the scheduled duration of each meeting and anticipated follow-up site visits by QE attendees to review discussed agenda items, an additional one-hour time commitment is being included per meeting.
3. Stakeholder Coordination  
QE will attend stakeholder meetings (private utility, City, property owner, etc.) as needed/directed over the course of construction. QE anticipates attendance by the Project Manager to coordinate construction efforts with stakeholders.

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

Additional Services to be provided by QE and their subconsultants include:



1. Design Changes for Changing Conditions (Hourly)

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

**Schedule**

QE will work with MHRA, the City, the City's Construction Manager, and the Contractor to perform the above scope in keeping with the 2-month schedule established for construction of these improvements.

**Proposed Fee**

QE is requesting an hourly fee of **\$14,890.00** for the construction phase services described in this proposal. For a detailed breakdown of the fee, refer to Attachment A.

**Special Considerations**

This proposal is based on the following special considerations:

1. The Scope presented in this proposal covers engineering services during construction. Construction Management, Inspection, and Material Testing services are to be provided by the City of Houston.
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 QE. The hourly rate schedule is subject to revision January 1<sup>st</sup> 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 QE for only a portion of the work, QE reserves the right to negotiate individual scope items on their own merits.
5. This proposal shall be valid for 60 days from this date and may be extended upon approval by QE.





White Oak at Greenleaf Safety Improvements – Limited Construction Phase Services

Page 3

September 10, 2025

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

Sincerely,

A handwritten signature in blue ink, reading "Kristen Hennings".

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

A handwritten signature in blue ink, reading "Matt Kainer".


Matt Kainer, P.E.  
Senior Project Manager

Attachments

*K:\14760\14760-0001-00 MHRA WA1\Project Management\Job Setup\T-0541 White Oak at Greenleaf\WA2\2\_T-0541 WA2\_White Oak CPS Scope.docx*

Limited Construction Phase Services

T-0541 - White Oak at Greenleaf Safety Improvements

		PE V	PE II	DE II	Project Acct.	Sub-Total	Sub Cons.	Sub Cons. (cost + 8%)	Total Budget
		\$290.00	\$205.00	\$155.00	\$115.00				
Task 300 - Construction Phase Services (2 months)									
1	Construction Phase Services								
	General Project Management/Coordination	4			4	\$1,620		\$0.00	\$1,620.00
	Pre-Construction Conference	2		2		\$890		\$0.00	\$890.00
	Submittals	4		4		\$1,780		\$0.00	\$1,780.00
	RFIs (with associated Design Mods)	2		4		\$1,200		\$0.00	\$1,200.00
	Site Visits	4		2		\$1,470		\$0.00	\$1,470.00
	Walkthroughs and Documentation	4		2		\$1,470		\$0.00	\$1,470.00
	Record Drawings	2		4		\$1,200		\$0.00	\$1,200.00
2	Progress Meetings (BiMonthly in Person) (approx 4 meetings)	4				\$1,160		\$0.00	\$1,160.00
3	Stakeholder Coordination	4				\$1,160		\$0.00	\$1,160.00
Total Construction Phase Services									\$11,950.00
Task 310 - Design Changes									
1	Design Changes for Changing Conditions (Hourly)	4		8		\$2,400		\$0.00	\$2,400.00
Total Design Changes									\$2,400.00
Task 800 - Reimbursable Expenses									
1	Repro/Mileage/Parking						\$500.00	\$540.00	\$540.00
2								\$0.00	\$0.00
3								\$0.00	\$0.00
Total Reimbursable Expenses									\$540.00
Hours Subtotal		34	0	26	4				
SUBTOTAL BASIC SERVICES - CONSTRUCTION		\$ 9,860	\$ -	\$ 4,030	\$ 460	\$ 14,350	\$ -	\$ -	\$ 14,890.00



# Shepherd at Memorial Update (T-0510)

**Memorial Heights Redevelopment Authority  
Houston Public Works  
METRO  
September 2025**

## Monthly Discussion Topics

1. Scope – design of signal modification of existing traffic and pedestrian signals at Sheperd Drive at Memorial Drive intersection, construction of new sidewalks, ramps, extension of existing bridge, and paving markings to ensure better connectivity.
2. Schedule – 60% Pending Coordination with St. Thomas, HPW, and Metro.
3. Estimated Project Cost – Pending Final Project Scope.

## Last Month's Accomplishments

*What have we accomplished / been successful at over the last month?*

- ✓ Awaiting response and direction from METRO, HPW, and Council District C.

## Upcoming Goals, Targets, and Critical Milestones

*What are we targeting to achieve over the next month?*

- ✓ Coordinate proposed improvements along Shepherd Drive with St. Thomas High School.
- ✓ Coordinate proposed traffic signal improvements with Houston Public Works.
- ✓ Finalize 60% plans to be submitted to once coordination with St. Thomas High School and Houston Public Works has been finalized.

## Unforeseens, Corrective Plans of Action, and Lessons Learned

*What challenges are we working to overcome?*

- ✓ None currently.

## External Assistance Required

*What assistance are we seeking from outside sources to accomplish our goals?*

- ✓ Continued coordination with MHRA on the expectations of the project and coordination with the project partners.

**INTERAGENCY AGREEMENT  
FOR  
ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES  
("5310 PROGRAM")  
BETWEEN  
THE METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS  
AND  
MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY**

THE STATE OF TEXAS

COUNTY OF HARRIS

This Agreement ("Agreement") is made and entered into by and between Metropolitan Transit Authority of Harris County, Texas ("METRO"), a body corporate and politic authorized and existing pursuant to Chapter 451, Texas Transportation Code, and Memorial Heights Redevelopment Authority whose unique entity identifier is WFEHNZUDMZX8 (DUNS), herein after called "Memorial Heights Redevelopment Authority".

**WITNESSETH**

WHEREAS, on August 06, 2025, FTA awarded METRO \$421,350, Federal Award Identification Number TX-2024-115-01, Catalog of Federal Domestic Assistance Number 20.513 – Enhanced Mobility of Seniors and Individuals with Disabilities; and

WHEREAS, METRO has been named by language of the Moving Ahead for Progress in the 21st Century Act (MAP-21) as the designated recipient for Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program; and

WHEREAS, METRO, has, through a competitive process, selected Memorial Heights Redevelopment Authority for 5310 Seniors and Individuals with Disabilities funding; and

WHEREAS, METRO and Memorial Heights Redevelopment Authority have agreed to terms and conditions specified in this interagency agreement; and

WHEREAS, The award under this Agreement is not for research and development.

WHEREAS, The award under this Agreement does not include indirect costs.

NOW, THEREFORE, in consideration of the premises and the mutual covenants specified herein, the parties hereby agree as follows:

**ARTICLE 1: INDEPENDENT ENTITY**

The execution of this Agreement and the distribution of funds from this program do not change the independent status of METRO or Memorial Heights Redevelopment Authority. No provision

of this Agreement or act of METRO in performance of the Agreement shall be construed as making Memorial Heights Redevelopment Authority the agent, servant or employee of METRO, the State of Texas or the United States Government. Memorial Heights Redevelopment Authority shall notify METRO of the threat of lawsuit or of any actual suit filed against Memorial Heights Redevelopment Authority pertaining to this Agreement or which would adversely affect Memorial Heights Redevelopment Authority's responsibilities under this Agreement.

## **ARTICLE 2: SCOPE OF AGREEMENT**

This Agreement specifies the terms and conditions under which Memorial Heights Redevelopment Authority will provide and METRO will pay, for project implementation as described in Exhibit 1. The parties agree that each will cooperate and coordinate with the other in all activities covered by this Agreement and any supplemental agreements hereto.

## **ARTICLE 3: TERM**

The disbursement of the funds shall begin on 08/06/2025 and end on 12/31/2026, unless the period of performance is extended or terminated by either party in accordance with the other terms of this Agreement.

## **ARTICLE 4: METRO'S OBLIGATIONS**

**4.1** METRO agrees to comply with all applicable local, state, and federal laws and regulations in performance of this Agreement.

**4.2** METRO shall provide day-to-day grants management as necessary to provide guidance for implementation of Memorial Heights Redevelopment Authority's project as described in Exhibit 1.

**4.3** METRO agrees to notify Memorial Heights Redevelopment Authority of the outcome of its review of third-party contracts submitted in accordance with Article 5.7 below within fifteen (15) business days of receipt of the proposed contracts.

## **ARTICLE 5: MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY'S OBLIGATIONS**

**5.1** Memorial Heights Redevelopment Authority agrees to comply with all applicable local, state and federal laws and regulations in performance of this Agreement.

**5.2** Memorial Heights Redevelopment Authority commits to implementing the selected project as described in Exhibit 1.

**5.3** Memorial Heights Redevelopment Authority certifies its compliance with the FTA's standard Certifications and Assurances as outlined in Exhibit 2 with respect to the implementation of the project described in Exhibit 1. Furthermore, this certification shall remain in full force and effect for all subsequent years of the project implementation, including any future FTA revisions of said

Certifications and Assurances. Memorial Heights Redevelopment Authority also certifies its compliance with the FTA's annual Master Agreement, including any future FTA revisions of said Master Agreement, and hereby incorporated as Exhibit 3.

**5.4** This agreement between Memorial Heights Redevelopment Authority and METRO provides for the insertion of language concerning FTA regulatory requirements and requires that any provider of services comply with those requirements.

During the performance of this Agreement, Memorial Heights Redevelopment Authority agrees to abide by the following:

(a) **Compliance with Regulations.** Memorial Heights Redevelopment Authority shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

(b) **Nondiscrimination.** Memorial Heights Redevelopment Authority, with regard to the work performed by it during the specified period of performance, shall not discriminate on the grounds of race, color, religion, sex, age, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Memorial Heights Redevelopment Authority shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(c) **Solicitation for Subcontracts, including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by Memorial Heights Redevelopment Authority for work to be performed under the subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Memorial Heights Redevelopment Authority of its obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, religion, age, sex, or national origin.

(d) **Information and Reports.** Memorial Heights Redevelopment Authority shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by METRO or the Department of Transportation (DOT) to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information is required of Memorial Heights Redevelopment Authority and is in the exclusive possession of another who fails or refuses to furnish this information, Memorial Heights Redevelopment Authority shall so certify to METRO or the Department of Transportation, as appropriate and shall set forth what efforts it has made to obtain the information.

(e) **Sanctions for Noncompliance.** In the event of Memorial Heights Redevelopment Authority's noncompliance with the nondiscrimination and / or procurement provisions of this Agreement, METRO shall impose such contract sanctions as it or the Department of Transportation may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to Memorial Heights Redevelopment Authority under the Agreement until Memorial Heights Redevelopment Authority complies, and / or
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

(f) **Incorporation of Provisions.** Memorial Heights Redevelopment Authority shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant hereto. Memorial Heights Redevelopment Authority shall take such action with respect to any subcontract or procurement as METRO may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Memorial Heights Redevelopment Authority becomes involved in or is threatened with litigation by a contractor, subcontractor, or supplier as a result of such direction, Memorial Heights Redevelopment Authority may request METRO to enter into such litigation to protect the interests of METRO and, in addition, Memorial Heights Redevelopment Authority may request the United States Department of Transportation to enter into such litigation to protect the interests of the United States.

**5.5** Memorial Heights Redevelopment Authority agrees to abide by the appropriate Federal Acquisition Regulations, including but not limited to specifications regarding Buy America terms, for the acquisition of all goods, services, materials, or equipment required in the performance of this project.

**5.6** Memorial Heights Redevelopment Authority agrees to provide quarterly Milestone Progress and Financial Status reports as described in Exhibit 4 within 15 business days after the close of each calendar quarter (March, June, September, December). Each Milestone Progress report shall contain an update of the major activity milestones (as established during the initial grant application), a summary of the major activities completed during the previous quarter, a summary of activities scheduled for the following quarter, and identification of problems and / or issues that may affect the project's completion on its specified schedule. Further, Memorial Heights Redevelopment Authority agrees to include details regarding any contract amendment(s) or change order(s) equal to or greater than \$100,000 if executed during the report period.

Each Financial Status report shall be completed in accordance with the FTA's Financial Status Report form, including a reconciliation by activity line item code of the previous quarter's

expenditures; the current quarter's expenditures; the total life-to-date expenditures; the FTA and local share of life-to-date expenditures; the current unliquidated obligations (unpaid contract balances); the FTA and local share of unliquidated obligations; and the total authorized FTA budget.

Expenditures shall be supported by the appropriate level of financial documentation, including time sheets for direct labor and invoices for third-party expenses.

**5.7** Memorial Heights Redevelopment Authority agrees to submit third-party contracts necessary for the project's implementation to METRO for review prior to the execution of such contracts. Additionally, Memorial Heights Redevelopment Authority agrees to submit any proposed third-party contract amendment(s) or change order(s) for METRO review prior to the execution of such contract amendment(s) or change order(s).

## **ARTICLE 6: LIMITATION OF LIABILITY**

**6.1** METRO is a governmental entity under the Texas Tort Claims Act.

**6.2** Memorial Heights Redevelopment Authority acknowledges that it is not an agent, servant, nor employee of METRO.

**6.3** METRO acknowledges that it is not an agent, servant, nor employee of Memorial Heights Redevelopment Authority.

**6.4** The parties expressly agree that the disbursement of funds under this initiative is not a joint venture or enterprise. It is not the intent of the parties that a joint enterprise relationship is being entered into and the parties specifically disclaim such relationship. This Agreement does not constitute a joint enterprise.

## **ARTICLE 7: TERMINATION**

**7.1 Termination for Convenience.** Notwithstanding any other provision of this Agreement, either party may, in its sole discretion, terminate this Agreement, if it determines that it is in its best interest to do so, providing, however, that the party seeking to terminate the provision of services under this Agreement gives written notice to the other party at least sixty (60) calendar days prior to the expected date of the termination of services.

## **ARTICLE 8: DEFAULT AND REMEDIES**

**8.1 Default.** The failure by either party to fully and timely comply with its respective obligations, and the failure to cure such noncompliance within ten (10) days after written notice from the other party, shall constitute a default ("Default"). In the event of a Default, the non-defaulting party may notify the defaulting party of its intent to terminate this Agreement as of a date specified in such notice. If such default is not cured by such termination date, this Agreement shall be deemed



automatically terminated as of the date so specified in the notice without further act of either party. This Agreement shall not be considered as specifying the exclusive remedy for any Defaults; and all remedies existing at large or in equity may be availed of by either party and shall be cumulative.

#### **ARTICLE 9: FORCE MAJEURE**

Neither party shall be held liable for any loss or damage due to delay in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, which causes may include acts of God, acts of civil or military authority, government regulations, 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.

#### **ARTICLE 10: AUDIT AND INSPECTION OF RECORDS**

Memorial Heights Redevelopment Authority shall permit the authorized representatives of METRO and the federal government to inspect and audit all data and records of Memorial Heights Redevelopment Authority relating to its performances under this Agreement. METRO representatives may perform, or have performed, an audit of Memorial Heights Redevelopment Authority's books and records. Memorial Heights Redevelopment Authority shall keep its books and records available for this purpose for at least three (3) years after this Agreement terminates.

#### **ARTICLE 11: NOTICES**

Any notices required or permitted to be given under the terms of this Agreement shall be in writing and shall be deemed to be given as of the time of hand delivery to the addresses set forth below, or three (3) days after deposit in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows:

To METRO: Philip Brenner, Deputy Chief Financial Officer  
Metropolitan Transit Authority of Harris County  
P.O. Box 61429  
Houston, Texas 77208-1429

To MRA: John Kuhl, Attorney  
Memorial Heights Redevelopment Authority  
1330 Post Oak Boulevard, Ste. 2650  
Houston, Texas 77056

#### **ARTICLE 12: WAIVER**

The failure of any party at any time to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver of any party of any condition, or of any breach of any term, covenant, representation or warranty contained herein, in any one or more instances, shall be deemed to be construed as a further or continuing waiver of any such condition or breach or waiver of any other condition.

### **ARTICLE 13: ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties with regard to the matters addressed herein. This Agreement may not be amended, modified, superseded or canceled, nor may any of the terms, covenants, representations, warranties or conditions be waived except by written instrument executed by both parties.

### **ARTICLE 14: GOVERNING LAW**

This Agreement is subject to all applicable laws, regulations, codes, ordinances, rules and rulings of the Federal Government, the State of Texas, City of Houston, and any other governmental entity that has jurisdiction over the parties or activities set out herein. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. Any action brought to enforce or interpret this Agreement shall be brought in a court of appropriate jurisdiction in Harris County, Texas.

### **ARTICLE 15: CLOSEOUT**

METRO will close-out the Federal award when it determines that all applicable administrative actions and all required work of the Federal award have been completed by Memorial Heights Redevelopment Authority. This section specifies the actions Memorial Heights Redevelopment Authority and METRO must take to complete this process at the end of the period of performance.

- (a) Memorial Heights Redevelopment Authority must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by or the terms and conditions of the Federal award. METRO may approve extensions when requested by Memorial Heights Redevelopment Authority.
- (b) Unless METRO authorizes an extension, Memorial Heights Redevelopment Authority must liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
- (c) METRO must make prompt payments to Memorial Heights Redevelopment Authority for allowable reimbursable costs under the Federal award being closed out.
- (d) Memorial Heights Redevelopment Authority must promptly refund any balances of unobligated cash that METRO paid in advance or paid and that is not authorized to be retained by Memorial Heights Redevelopment Authority for use in other projects. See OMB Circular A-129 and see § 200.345 Collection of amounts due for requirements regarding unreturned amounts that become delinquent debts.

- (e) Consistent with the terms and conditions of the Federal award, METRO must make a settlement for any upward or downward adjustments to the Federal share of costs after closeout reports are received.
- (f) Memorial Heights Redevelopment Authority must account for any real and personal property acquired with Federal funds or received from the Federal government in accordance with §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property.
- (g) METRO should complete all closeout actions for Federal awards no later than one year after receipt and acceptance of all required final reports.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed as of the date first written above:

IN TESTIMONY OF WHICH, this Agreement, in duplicate originals, each having equal force, has been executed on behalf of the parties hereto as follows:

a. It has on the \_\_\_ day of \_\_\_, 20\_\_\_, been executed on behalf of Memorial Heights Redevelopment Authority by \_\_\_\_\_.

b. It has on the 22 day of August 2025 been executed on behalf of METRO by Thomas Jasien, and attested by its Assistant Secretary, pursuant to Resolution 2024-14 of its Board of Directors authorizing such execution.

Memorial Heights Redevelopment Authority

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

Ann Lents

Chair, Board of Directors

Approved as to form:

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

Metropolitan Transit Authority of Harris County, Texas

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

Thomas Jasien

Interim President & Chief Executive Officer

Attest as to form:

Assistant Secretary

Approved as to form:

April Greenhouse

Deputy General Counsel

George Potinos

Chief Financial Officer

# **EXHIBIT 1**

## **PROJECT DESCRIPTION**

### **AND BUDGET**

#### **5310 ENHANCED MOBILITY FOR SENIORS AND INDIVIDUALS WITH DISABILITIES**

Project Description: The Memorial Heights Redevelopment Authority Shepherd and Memorial Drives Access Project will improve pedestrian crossing conditions at the Shepherd Drive and Memorial Drive intersection by providing new sidewalks, ramps, pedestrian refuge, and pavement markings at the intersection to include an ADA compliant crossing where none exists today on the east side of the intersection between the north and south sides of Memorial Drive. The existing signalization will be upgraded to accommodate pedestrian crossings and related signalization. New sidewalks will be provided on the east side of Shepherd Drive from Memorial Drive at Shepherd Drive to an existing signalized intersection at Dickson Street. All construction will be in the existing right of-way.

Project Budget:

Construction Service

Total	\$526,688
FTA	\$421,350
Local	\$105,338

## **EXHIBIT 2**

### **FTA CERTIFICATIONS & ASSURANCES**

The Federal Transit Administration (FTA) requires grant recipients and subgrantees to file annual Certifications and Assurances (C&A) of compliance with key federal regulations. The document is published annually in the *Federal Register* and made available on the FTA web site. Subgrantees are required to complete, sign, and return the attached FY2025 C&A; future annual certifications will be required for the duration of this interagency agreement.

## **EXHIBIT 3**

### **FTA ANNUAL MASTER AGREEMENT**

The United States Department of Transportation Federal Transit Administration (FTA) Master Agreement is authorized by 49 U.S.C. Chapter 53, Title 23, United States Code (Highways); the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users; the Transportation Equity Act for the 21<sup>st</sup> Century, as amended; the National Capital Transportation Act of 1969, as amended; and / or other Federal laws that FTA administers. The Master Agreement is published annually on the FTA web site at [www.transit.dot.gov/sites/fta.dot.gov/files/2025-03/FTA-Master-Agreement-v32-03-26-2025.pdf](http://www.transit.dot.gov/sites/fta.dot.gov/files/2025-03/FTA-Master-Agreement-v32-03-26-2025.pdf) Subgrantees who receive Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities funds are required to comply with all terms and conditions outlined in the FY2008 Master Agreement and subsequent annual revisions thereto, and commit to so doing with the execution of this Interagency Agreement.

**EXHIBIT 4 – A**  
**PROJECT MILESTONES**

The estimated milestone schedule is shown below. This schedule may be updated as grant award and project implementation occurs.

Activity	Date
Complete Design	08/01/2025
RFB/IFB	09/01/2025
Contract Award	12/01/2025
Complete Construction	01/30/2026

Grantees are required to file quarterly reports. For each quarterly report for each program, Memorial Heights Redevelopment Authority should report the following status for each activity listed above:

- Completion date
- Revised estimated completion date if activity is not completed during the quarter
- Significant accomplishments during the quarter
- Accomplishments planned for the following quarter
- Potential problems identified during the quarter and corrective action plan
- Modifications in excess of \$100,000 issued to third party contracts related to this contract
- Identification of receipt of any program-related claims



*Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.*

*Text in italic is not part of a certification and is of no legal effect. Its purpose is to provide explanation and context for the certification.*

## **CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.**

*All applicants must make the certifications in this category.*

### **1.1. Standard Assurances.**

*The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.*

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21, including any amendments thereto;
  - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
  - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
  - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
  - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
  - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
  - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
  - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.
- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction sub-agreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
  - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
  - (2) Notification of violating facilities pursuant to EO 11738;
  - (3) Protection of wetlands pursuant to EO 11990;
  - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
  - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
  - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
  - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
  - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
- (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
- (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
  - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
  - (3) Using forced labor in the performance of the award or subawards under the award.

## 1.2. Standard Assurances: Additional Assurances for Construction Projects.

*This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.*

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

### 1.3. Procurement.

*The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.*

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

### 1.4. Increased Micro-Purchase Threshold.

*A recipient may establish a micro-purchase threshold that is higher than the Federal micro-purchase threshold. Pursuant to 2 CFR § 200.320(a)(1)(iv), the recipient may self-certify a micro-purchase threshold up to \$50,000. Pursuant to 2 CFR § 200.320(a)(1)(v), the recipient may set a micro-purchase threshold higher than \$50,000, but only with the approval of the recipient’s Federal cognizant agency for indirect costs. To determine an applicant’s cognizant agency for indirect costs, consult the definition of “cognizant agency for indirect costs” in 2 CFR § 200.1.*

If the recipient uses a micro-purchase threshold that is higher than the Federal micro-purchase threshold, the recipient certifies:

- (a) The recipient’s micro-purchase threshold does not exceed \$50,000, or the recipient has approval from its Federal cognizant agency for indirect costs to use a higher micro-purchase threshold;
- (b) The recipient has a written justification for its micro-purchase threshold; and
- (c) The recipient has supporting documentation of any of the following:
  - (1) The recipient qualifies as a low-risk auditee, in accordance with the criteria in 2 CFR § 200.520 for the most recent audit;
  - (2) The recipient has an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or
  - (3) For public institutions, a higher threshold is consistent with State law.

**1.5. Suspension and Debarment.**

*Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.*

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification; and
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

**1.6. Lobbying.**

*If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.*

*This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.*

***1.6.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.***

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

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

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

***1.6.2. Statement for Loan Guarantees and Loan Insurance.***

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement

shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **1.7. Real Property Use**

*This certification responds to Recommendation #7 in the U.S. Department of Transportation's Office of Inspector General Report FS2024025 (May 20, 2024).*

If the applicant will use assistance provided by the Federal Transit Administration to acquire or improve real property, the applicant certifies that it will comply with the requirements of 2 CFR § 200.311, including but not limited to, requirements to use the property for the purposes authorized in its award, and to seek disposition instructions from FTA when the property no longer is needed for any authorized purpose.

## **CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS**

*This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).*

*This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.*

*This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.*

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.



If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and
- (b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

### **CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.**

*If the applicant is a business association (regardless of for-profit, not for-profit, or tax-exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Further Consolidated Appropriations Act, 2024, Pub. L. 118-47, div. B, tit. VII, §§ 744-745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.*

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

## **CATEGORY 4. PRIVATE SECTOR PROTECTIONS.**

*If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.*

### **4.1. Charter Service Agreement.**

*To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.*

The applicant agrees that it, and each of its subrecipients, and thirdparty contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

### **4.2. School Bus Agreement.**

*To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.*

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
  - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
  - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
  - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
  - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.

- (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

#### **CATEGORY 5. TRANSIT ASSET MANAGEMENT PLAN.**

*If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).*

The applicant certifies that it is in compliance with 49 CFR Part 625.

#### **CATEGORY 6. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.**

##### **6.1. Rolling Stock Buy America Reviews.**

*If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.*

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

##### **6.2. Bus Testing.**

*If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.*

The applicant certifies that the bus was tested at the Bus Testing Facility established in accordance with 49 U.S.C. § 5318 (currently the Larson Transportation Institute's Bus Research and Testing Center at Pennsylvania State University) and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

**CATEGORY 7. URBANIZED AREA FORMULA GRANTS PROGRAM.**

*If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).*

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant’s transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
  - (1) Senior;
  - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
  - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);

- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
  - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
  - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

#### **CATEGORY 8. FORMULA GRANTS FOR RURAL AREAS.**

*If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5311(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).*

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
  - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
  - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected

intercity bus service providers, and the intercity bus service needs of the State are being met adequately.

- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
  - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
  - (2) It has determined that otherwise eligible local transit needs are being addressed.

**CATEGORY 9. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.**

*If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).*

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

**CATEGORY 10. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.**

*If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.*

*If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.*

*Making this certification will incorporate by reference the applicable certifications in Category 7 or Category 8.*

*If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).*

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in 49 U.S.C. § 5339(c)(1)) or related infrastructure under 49 U.S.C. § 5339(b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

#### **CATEGORY 11. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.**

*If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 7, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 7 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.*

*In addition to the certification in Category 7, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).*

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;

- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

### **CATEGORY 12. STATE OF GOOD REPAIR GRANTS.**

*If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.*

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

### **CATEGORY 13. INFRASTRUCTURE FINANCE PROGRAMS.**

*If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 7 for the Urbanized Area Formula Grants Program, Category 9 for the Fixed Guideway Capital Investment Grants program, and Category 12 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).*

*Making this certification will incorporate the certifications in Categories 7, 9, and 12 by reference.*



**CATEGORY 14. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.**

*If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.*

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

**CATEGORY 15. RAIL SAFETY TRAINING AND OVERSIGHT.**

*If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.*

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
- (b) Compliant with the requirements of 49 CFR Part 674, "State Safety Oversight".

**CATEGORY 16. DEMAND RESPONSIVE SERVICE.**

*If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.*

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;

- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

#### **CATEGORY 17. INTEREST AND FINANCING COSTS.**

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

#### **CATEGORY 18. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.**

*If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.*

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

#### **CATEGORY 19. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).**

*Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant*

*must select the Certifications in this Category, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.*

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
  - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
  - (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
  - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
  - (1) Category 4.1 and 4.2 (Charter Service Agreement and School Bus Agreement),
  - (2) Category 5 (Transit Asset Management Plan),
  - (3) Category 6.1 and 6.2 (Rolling Stock Buy America Reviews and Bus Testing),
  - (4) Category 8 (Formula Grants for Rural Areas),
  - (5) Category 14 (Alcohol and Controlled Substances Testing), and
  - (6) Category 16 (Demand Responsive Service).

**CATEGORY 20. EMERGENCY RELIEF PROGRAM.**

*An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.*

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

**FEDERAL FISCAL YEAR 2025 CERTIFICATIONS AND ASSURANCES FOR FTA  
ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: \_\_\_\_\_

The Applicant certifies to the applicable provisions of all categories: (*check here*) \_\_\_\_\_.

*Or,*

The Applicant certifies to the applicable provisions of the categories it has selected:

<b>Category</b>	<b>Certification</b>
01    Certifications and Assurances Required of Every Applicant	_____
02    Public Transportation Agency Safety Plans	_____
03    Tax Liability and Felony Convictions	_____
04    Private Sector Protections	_____
05    Transit Asset Management Plan	_____
06    Rolling Stock Buy America Reviews and Bus Testing	_____
07    Urbanized Area Formula Grants Program	_____
08    Formula Grants for Rural Areas	_____
09    Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
10    Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____
11    Enhanced Mobility of Seniors and Individuals with Disabilities Programs	_____

- |    |   |  |
|----|---|--|
| 12 | State of Good Repair Grants                                       |  |
| 13 | Infrastructure Finance Programs                                   |  |
| 14 | Alcohol and Controlled Substances Testing                         |  |
| 15 | Rail Safety Training and Oversight                                |  |
| 16 | Demand Responsive Service   |  |
| 17 | Interest and Financing Costs                                      |  |
| 18 | Cybersecurity Certification for Rail Rolling Stock and Operations |  |
| 19 | Tribal Transit Programs   |  |
| 20 | Emergency Relief Program  |  |

**CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**

**AFFIRMATION OF APPLICANT**

Name of the Applicant: \_\_\_\_\_

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may seek in the future, of federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name \_\_\_\_\_ Authorized Representative of Applicant

**AFFIRMATION OF APPLICANT'S ATTORNEY**

For (Name of Applicant): \_\_\_\_\_

As the undersigned Attorney for the above-named Applicant, I hereby affirm the Applicant has the authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name \_\_\_\_\_ Attorney for Applicant

*Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.*

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

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

1. The Board of Directors of the Memorial-Heights Redevelopment Authority convened in Regular Session on the 25<sup>th</sup> day of September, 2025, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Ann Lents	Chair
Donna McIntosh	Vice Chair
Janice Hale-Harris	Secretary
Christopher David Manriquez	Director
Dr. Robert Stein	Director
Matt Zeve	Director
Nikki Knight	Director

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

**RESOLUTION APPROVING  
ADVANCE FUNDING AGREEMENT**

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

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

SIGNED AND SEALED the 25<sup>th</sup> day of September, 2025.

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



RESOLUTION APPROVING  
ADVANCE FUNDING AGREEMENT

WHEREAS, on March 9, 2024, via H.R. 4366, the Consolidated Appropriations Act, 2024, enacted by the Senate and House of Representatives of the United States of America in Congress assembled authorized the Memorial Heights Safe Sidewalk and Path Connections Project (the “Project”) to receive Community Project Funding Appropriations funds;

WHEREAS, the Memorial-Heights Redevelopment Authority (the “Authority”) commits to provide the match. The local match is comprised of cash;

WHEREAS, the Authority is responsible for all non-reimbursable costs and 100% of overruns, if any; and

WHEREAS, the Board of Directors of the Authority desires to reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement (the “Agreement”) with TxDOT for the Project.

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

The President of the Authority is authorized to enter into the Agreement with TxDOT for this Project.

PASSED, APPROVED, AND ADOPTED THIS 25<sup>th</sup> day of September, 2025.

---

Ann Lents  
Chair, Board of Directors

ATTEST:

---

Secretary, Board of Directors



# Waugh Safety Improvements (T-0535) Update

Memorial Heights Redevelopment Authority  
Houston Public Works

September 2025

## Monthly Discussion Topics

1. Scope – design of new traffic and pedestrian signals at the intersections of Waugh Street at Feagan Street and S. Heights at Feagan Street/Willa Street, curb extensions on existing pavement along Waugh and Heights, and pavement markings.
2. Schedule – Final Submittal, May 30<sup>th</sup>, 2025
3. Estimated Grant Cost - \$886,231.

## Last Month's Accomplishments

*What have we accomplished / been successful at over the last month?*

- ✓ Submitted final plans sent to TxDOT, on May 27<sup>th</sup>, 2025.
- ✓ Submit final plans sent to HPW on June 17<sup>th</sup>, 2025.

## Upcoming Goals, Targets, and Critical Milestones

*What are we targeting to achieve over the next month?*

- ✓ Receive approved final plans from TxDOT and HPW.
- ✓ Receive approvals from TDLR review.
- ✓ Coordinate with HPW on the bidding process.

## Unforeseens, Corrective Plans of Action, and Lessons Learned

*What challenges are we working to overcome?*

- ✓ Design modifications were requested by City post 100% submittal.

## External Assistance Required

*What assistance are we seeking from outside sources to accomplish our goals?*

- ✓ Continued coordination with MHRA and TGC on the expectations of the project and coordination with the project partners.

**EXHIBIT "A"**

**Form of Task Order**

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

**Project No. T-0535 – Waugh Safety Improvements**

**Work Authorization No. 2 – Limited Construction Phase Services**

This WORK AUTHORIZATION authorizes professional engineering services to be performed by QUIDDITY ENGINEERING, LLC, fka 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:

- 1.0 PROJECT DESCRIPTION: The ENGINEER shall provide limited Construction Phase Engineering Services for the construction of safety improvements at the intersections of Waugh/Heights at Feagan/Willia, including, but not limited to new traffic signals, signing, striping, and sidewalk improvements.
- 2.0 SCOPE OF SERVICES: The ENGINEER shall perform tasks as identified in the attached Scope of Services Construction Phase for the project.
- 3.0 FEE AND PAYMENT: The ENGINEER shall complete the tasks in this WORK AUTHORIZATION for an hourly not to exceed amount of \$89,840.00 (see **Exhibit "B" of the PSA** for applicable schedule of hourly rates).

Basic Services (Hourly Not to Exceed)	\$87,680.00
Reimbursable Expenses	\$2,160.00
<b>Total</b>	<b>\$89,840.00</b>

- 4.0 PROJECT SCHEDULE: The schedule to complete this work is 6 months.

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

**MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY:**

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

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

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

**QUIDDITY ENGINEERING, LLC**

By: Kristen Hennings

Name: Kristen Hennings

Title: Senior Project Manager

ATTEST: Matthew Jain

September 10, 2025

Ms. Sherry Weesner  
President  
Memorial Heights Redevelopment Authority/ TIRZ No. 5  
1330 Post Oak Boulevard, Suite 2650  
Houston, TX 77056

Re: Waugh Safety Improvements (T-0535)  
Proposal for Professional Services for Limited Construction Phase Services  
Houston, Texas

Dear Sherry:

Quiddity Engineering, LLC (QE) appreciates the opportunity to present this proposal for limited construction phase services in connection with the Waugh Safety Improvements project for Memorial Heights Redevelopment Authority (MHRA)/TIRZ No. 5. QE will perform limited construction phase services as described below. Construction Management, Inspection, and Materials Testing services are not included in this proposal and will be provided by Houston Public Works.

### **Scope of Services**

Basic Services to be provided by QE include:

1. Limited Construction Phase Services (CPS)

QE will provide limited construction phase services including attendance at the pre-construction conference, and substantial and final walkthroughs. QE will respond to contractor Requests for Information, review submittals, and assist MHRA with project close-out at completion. QE will continue coordination with private utilities through the corridor. QE will conduct regular site visits during the duration of the project. QE will prepare record drawings showing the as-built conditions of the improvements.

2. Progress Meetings

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

3. Stakeholder Coordination

QE will attend stakeholder meetings (private utility, City, property owner, etc.) as needed/directed over the course of construction. QE anticipates attendance by the Project Manager once per month (12 meetings, 2.5 hours each) and/or a QE traffic project engineer (2 meetings, 2.5 hours each) to coordinate construction efforts with stakeholders.



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

Additional Services to be provided by QE and their subconsultants include:

1. Design Changes for Changing Conditions (Hourly)

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

### **Schedule**

QE will work with MHRA, the City, the City's Construction Manager, and the Contractor to perform the above scope in keeping with the 6-month schedule established for construction of these improvements.

### **Proposed Fee**

QE is requesting an hourly fee of **\$89,840.00** for the construction phase services described in this proposal. For a detailed breakdown of the fee, refer to Attachment A.

### **Special Considerations**

This proposal is based on the following special considerations:

1. The Scope presented in this proposal covers engineering services during construction. Construction Management, Inspection, and Material Testing services are being provided by the City of Houston.
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 QE. The hourly rate schedule is subject to revision January 1<sup>st</sup> 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 QE for only a portion of the work, QE reserves the right to negotiate individual scope items on their own merits.
5. This proposal shall be valid for 60 days from this date and may be extended upon approval by QE.



Waugh Safety Improvements – Limited Construction Phase Services

Page 3

September 10, 2025

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

Sincerely,

A handwritten signature in blue ink, reading "Kristen Hennings".

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

A handwritten signature in blue ink, reading "Matt Kainer".


Matt Kainer, P.E.  
Senior Project Manager

Attachments

*K:\14760\14760-0001-00 MHRA WA1\Project Management\Job Setup\T-0535 Waugh Safety\WA2\2\_T-0535 WA2\_Waugh CPS Scope.docx*

Limited Construction Phase Services

Attachment A - Fee Breakdown  
T-0535 - Waugh Safety Improvements

		PE V	PE II	DE II	Project Acct.	Sub-Total	Sub Cons.	Sub Cons. (cost + 8%)	Total Budget
		\$290.00	\$205.00	\$155.00	\$115.00				
Task 300 - Construction Phase Services (6 months)									
1	Construction Phase Services								
	General Project Management/Coordination	12	6		12	\$6,090		\$0.00	\$6,090.00
	Pre-Construction Conference	4	4	4		\$2,600		\$0.00	\$2,600.00
	Submittals	10	16	12		\$8,040		\$0.00	\$8,040.00
	RFIs (with associated Design Mods)	32	16	16		\$15,040		\$0.00	\$15,040.00
	Site Visits	18	8	6		\$7,790		\$0.00	\$7,790.00
	Walkthroughs and Documentation	8	8	8		\$5,200		\$0.00	\$5,200.00
	Record Drawings	8	16	8		\$6,840		\$0.00	\$6,840.00
2	Progress Meetings (BiMonthly in Person) (approx 12 meetings)	48	24			\$18,840		\$0.00	\$18,840.00
3	Stakeholder Coordination	16				\$4,640		\$0.00	\$4,640.00
Total Construction Phase Services									\$75,080.00
Task 310 - Design Changes									
1	Design Changes for Changing Conditions (Hourly)	12	12	40	4	\$12,600		\$0.00	\$12,600.00
Total Design Changes									\$12,600.00
Task 800 - Reimbursable Expenses									
1	Repro/Mileage/Parking						\$2,000.00	\$2,160.00	\$2,160.00
2								\$0.00	\$0.00
3								\$0.00	\$0.00
Total Reimbursable Expenses									\$2,160.00
Hours Subtotal		168	110	94	16				
SUBTOTAL BASIC SERVICES - CONSTRUCTION		\$ 48,720	\$ 22,550	\$ 14,570	\$ 1,840	\$ 87,680	\$ -	\$ -	\$ 89,840.00

## INFRASTRUCTURE REIMBURSEMENT AGREEMENT

**THIS INFRASTRUCTURE REIMBURSEMENT AGREEMENT** (“Agreement”) is entered into as of the date of the City’s countersignature below (“Effective Date”), between the **CITY OF HOUSTON, TEXAS** (“City”), a Texas home-rule city principally situated in Harris County, and the **MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY** (“Authority”), a local government corporation created pursuant to Chapter 431, Subchapter C, Texas Transportation Code. a tax increment reinvestment zone created by the City pursuant to Chapter 311, Texas Tax Code.

1. This Agreement is being executed in connection with City’s contribution of funds for a installation of a shared use path along the north side of West 11th Street between Nashua Street and Ella Boulevard connecting the Cherry Lorraine Nature Preserve to White Oak Bayou Trail and providing crosswalks, signage, and pedestrian amenities at the intersections of West 11th Street and Ella, Shirkmere, Shelterwood, Bryce, TC Jester, Worthshire, Bay Oaks, and Prince (the “Project”), undertaken pursuant to and in accordance with the Amended Project Plan and Reinvestment Zone Financing Plan for Reinvestment Zone Number Five, City of Houston, Texas (the “Zone”) approved by the City Council of the City by Ordinance No. 2018-1022, passed and adopted on December 19, 2018. The Authority shall be responsible for hiring a contractor to undertake the Project in accordance with the following Scope of Work:
  - Restriping to provide clear pathways for pedestrians through the intersections along the project corridor; and
  - Modification of the existing traffic and pedestrian signals in the intersections of West 11<sup>th</sup> Street at TC Jester and Ella Boulevard to accommodate pedestrian facilities.
2. Upon completion of the Project, the City shall reimburse the Authority for a portion of the total Project cost in an amount not to exceed **\$76,000.00** on the basis of Project invoices submitted by the Authority and approved by the Houston Public Works Director or their designee (“Director”), showing the work performed on the Project and corresponding itemized actual costs or expenses of that work. The City shall submit reimbursement to the Authority at its address for notices within 30 days of receipt of an approved invoice.
3. The total amount paid by the City to the Authority for the City’s portion of the total Project cost under this Agreement shall not exceed the total cumulative amount of **\$61,966.00**, and City shall have no obligation to pay more than such amount. The Authority recognizes that, under Sections 19 and 19a of the City’s Charter and Article XI, Section 5 of the Texas Constitution, the City may not obligate itself by contract to pay more money than the amount the City Council appropriates; and the Authority further recognizes that the City Council has appropriated and allocated only **\$61,966.00** to the Authority for a portion of the total Project cost under this Agreement. The City’s obligation to the Authority under this Agreement shall not exceed **\$61,966.00**, unless both of the following events occur: (a) the City Council makes further appropriations for this Agreement, and (b) the City issues a duly authorized amendment to this Agreement prior to its termination.



4. Addresses for notice shall be as follows:

**City:**

Houston Public Works Director  
City of Houston, Texas  
P.O. Box 1562  
Houston, Texas 77002

**Authority:**

Memorial-Heights Redevelopment Authority  
c/o SKLaw  
Attention: John Kuhl  
1330 Post Oak Blvd., Suite 2650  
Houston, Texas 77056

5. **THE AUTHORITY SHALL (AND SHALL CAUSE ITS CONTRACTOR TO) AGREE TO AND RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE “CITY”) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY’S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY’S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY. THE AUTHORITY HEREBY COVENANTS AND AGREES NOT TO SUE THE CITY FOR ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION DIRECTLY OR INDIRECTLY RELATED TO ITS RELEASE UNDER THIS SECTION. FOR THE AVOIDANCE OF DOUBT, THIS COVENANT NOT TO SUE DOES NOT APPLY TO CLAIMS FOR BREACH OF THIS AGREEMENT.**
6. The requirements and terms of the City of Houston’s Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Agreement for all purposes. The Authority has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of this Agreement’s effective date. The Authority shall notify the City’s Chief Procurement Officer, City Attorney, and the City’s Chief Development Officer (“CDO”) of any information regarding possible violation by the Authority or its contractors or subcontractors providing services or goods under this Agreement within 7 days of the Authority becoming aware of or having a reasonable belief that such violations may have occurred, have occurred, or are reasonably likely to occur.
7. The CDO may terminate this Agreement at any time upon thirty (30) days’ notice in writing to Authority.

8. This Agreement shall expire on February 28, 2030, or when terminated by the CDO, whichever comes first.
9. This Agreement, as well as any written specifications, statement of work, work write-up, other project plan, or any mutually agreed written amendments hereto contain all the agreements between the Parties relating to the subject matter hereof and are the full and final expression of the agreement between the parties.
10. This Agreement may be executed in multiple copies, each of which shall be an original.

**[The rest of this page left blank intentionally.]**

**APPROVED:**

**MEMORIAL-HEIGHTS  
REDEVELOPMENT AUTHORITY**

\_\_\_\_\_  
Sherry Weesner, President

Date: \_\_\_\_\_, 2025

DRAFT

**APPROVED:**

**CITY OF HOUSTON**

---

John Whitmire  
Mayor of the City of Houston

**ATTEST:**

---

Pat Jefferson Daniel  
City Secretary

**APPROVED AND RECOMMENDED:**

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Richard Smith, P.E.  
Director, Houston Public Works

**COUNTERSIGNED**

---

Chris Hollins  
City Controller



# Westcott Roundabout Update

Memorial Heights Redevelopment Authority

September 2025

## Project Overview:

1. Scope – design of landscaping improvements for the greenspace within the Westcott Roundabout at Washington Ave.
2. Schedule – letting Fall 2024
3. Project Cost - \$250,000

## Last Month's Accomplishments

*What have we accomplished / been successful at over the last month?*

- ✓ Prepared and submitted Adopt-an-Esplanade application to HPW.
- ✓ Worked with M2L Associates on the final design plans for improvements within the center roundabout.

## Upcoming Goals, Targets, and Critical Milestones

*What are we targeting to achieve over the next month?*

- ✓ Conduct a pre-bid meeting on October 7, 2025.
- ✓ Receive bids for proposed improvements on October 17, 2025.
- ✓ Review and evaluate bid packages and provide recommendations to MHRA.

## Unforeseens, Corrective Plans of Action, and Lessons Learned

*What challenges are we working to overcome?*

- ✓ None at this time.

## External Assistance Required

*What assistance are we seeking from outside sources to accomplish our goals?*

- ✓ Continued coordination with MHRA on the expectations of the project and coordination with the project partners.

## INTERLOCAL AGREEMENT FOR IMPROVEMENTS AT STUDE PARK

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HARRIS   §

### ARTICLE 1 PARTIES

**THIS INTERLOCAL AGREEMENT FOR IMPROVEMENTS AT STUDE PARK** ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a Texas home-rule city, and the **MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY** ("Authority"), a nonprofit local government corporation, organized and existing under the laws of the State of Texas.

#### 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

City of Houston  
Director, Parks and Recreation  
Department  
2999 S. Wayside Drive  
Houston, Texas 77023

##### Authority

Memorial-Heights Redevelopment  
Authority  
c/o SK Law  
1330 Post Oak Blvd., Suite 2650  
Houston, Texas 77056

The parties agree as follows:

## 1.2. Table of Contents

This Agreement consists of the following sections:

	Page No.
<b>ARTICLE 1 PARTIES .....</b>	<b>1</b>
<b>ARTICLE 2 DEFINITIONS .....</b>	<b>4</b>
<b>ARTICLE 3 DUTIES OF THE AUTHORITY .....</b>	<b>4</b>
<b>ARTICLE 4 DUTIES OF CITY .....</b>	<b>6</b>
<b>ARTICLE 5 TERM AND TERMINATION .....</b>	<b>6</b>
<b>ARTICLE 6 MISCELLANEOUS PROVISIONS .....</b>	<b>7</b>
<b>EXHIBIT:</b>	
<b>A</b> Scope of Work for Improvements at Stude Park	

## 1.3. Parts Incorporated

The exhibit described above is incorporated into this Agreement.

## 1.4. Controlling Parts

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

## 1.5. Signatures

The parties have executed this Agreement in multiple copies, each of which is an original.

**THE AUTHORITY:  
MEMORIAL-HEIGHTS  
REDEVELOPMENT AUTHORITY**

**THE CITY:  
CITY OF HOUSTON, TEXAS**

By: \_\_\_\_\_  
Sherry Weesner, President

\_\_\_\_\_  
Mayor

Tax ID No.: 134251016-20009

ATTEST/SEAL:

\_\_\_\_\_  
City Secretary  
APPROVED AND RECOMMENDED:

\_\_\_\_\_  
Director, Parks and Recreation Department

APPROVED AND RECOMMENDED:

\_\_\_\_\_  
Chief Development Officer

COUNTERSIGNED BY:

\_\_\_\_\_  
City Controller

DATE COUNTERSIGNED:

\_\_\_\_\_  
APPROVED AS TO FORM:

\_\_\_\_\_  
Senior Assistant City Attorney  
L.D. File No. \_\_\_\_\_



## **ARTICLE 2 DEFINITIONS**

As used in this Agreement, the following terms shall have meanings set out below:

- 2.1. “Authority”** is defined in Article 1 of this Agreement and includes the Authority’s successors and assigns.
- 2.2. “Authority Contribution”** is defined in Section 3.1.1 of this Agreement.
- 2.3. “City”** is defined in Article 1 of this Agreement and includes its successors and assigns.
- 2.4. “City Contribution”** is defined in Section 4.1.1 of this Agreement.
- 2.5. “Countersignature Date”** is the date of countersignature by the City Controller of the City of Houston.
- 2.6. “Director”** means the Director of the City of Houston Parks and Recreation Department or the Director’s designee.
- 2.7. “Park”** means Stude Park.
- 2.8. “Project”** means improvements at the Park, as described more fully in Exhibit A.
- 2.9. “Project Costs”** means the costs associated with the Project.

## **ARTICLE 3 DUTIES OF THE AUTHORITY**

### **3.1. Authority Contribution; Scope of Work**

1. The Authority shall contribute at least \$500,000.00 under this Agreement (“Authority Contribution”) for Project Costs.

2. The Authority will provide for the planning and design of the Project as contemplated by the Stude Park Vision Plan prepared by SWA in collaboration with the Parks and Recreation Department. The Authority shall pay and coordinate preparation of design and construction plans and specifications as well as construction administrative services associated with the Project. The Authority shall submit copies of the plans for

the Project to the City at intervals of 30%, 60% and 90% completion for the City's review. The Authority shall also provide permitted plans for the City's files. At substantial completion, the Authority shall provide documentation needed for the City to capitalize the project.

3. The Authority will also provide all labor, material, and supervision necessary to construct the Project, including surveying. The Authority, its contractors and subcontractors, will be responsible any additional permits required for the Project and all consents required to be obtained from any applicable governmental agency. The City, as owner of the land comprising the Park, agrees to cooperate fully in the Authority's applications for such permits and consents.

The Authority shall administer bidding, construction, inspection, materials testing and surveying for the Project.

The Authority shall serve as the "governmental entity" for advertising and receiving bids for the construction of the Project and the City shall have no responsibility for administration of the bidding process and shall incur no obligation to any bidder thereby. The Authority will advertise and receive bids for construction of the Project in accordance with applicable competitive bidding laws. At the time of advertisement for construction of the Project, the Authority shall submit to the City a copy of the publication notice.

The parties agree that if the bids received for the Project are higher than the Project budget, the parties will jointly discuss and decide what elements and related costs may be eliminated from the Project.

### **3.2. Insurance and Indemnification**

The Authority shall comply with the provisions of Sections XIII and XV of the First Amended and Restated Tri-Party Agreement by and between the City, the Authority and Reinvestment Zone Number Five, City of Houston, Texas, made effective June 22, 2001, as may be amended from time to time (the "Tri-Party Agreement"), relating to insurance and indemnification. Prior to beginning construction, the Authority shall require each contractor to provide the City with copies of bonds covering faithful performance of this Agreement and payment of obligations arising under it as required pursuant to Chapter 2253 of the Texas Government Code. Each contractor shall name the City as dual obligee on such bonds.

### **3.3. Minority and Women Business Enterprises**

The Authority shall comply with the provisions of Section X of the Tri-Party Agreement relating to Minority and Women Business Enterprises.

### **3.4 Accounting Report**

Upon completion of the Project, the Authority shall provide the Director with an accounting report that itemizes the Project Costs funded by the City Contribution, for the Director's review and approval. The Director shall approve the accounting report if, in the

Director's opinion, the City Contribution has been expended in accordance with this Agreement.

## **ARTICLE 4 DUTIES OF CITY**

### **4.1. City Contribution; Conditions of Expenditure; Use of Excess Funds**

1. The City shall contribute \$750,000.00 for Project Costs to the Authority under this Agreement ("City Contribution") for construction of the Project. Within sixty (60) days of the City's receipt of the publication notice described in Section 3.1.3. of this Agreement, the City shall remit the City Contribution to the Authority at its address for notices.

2. The City shall have no responsibility for the planning and design of the Project, including construction plans and specifications. The costs for such work are the sole responsibility of the Authority.

3. The City Contribution must be expended in accordance with the purposes authorized under this Agreement. If the Authority expends any portion of the City Contribution for purposes inconsistent with the terms of this Agreement, the Authority shall be in default of this Agreement and shall immediately return to the City the applicable portion of the City Contribution in accordance with the provisions of Section 5.2 of this Agreement.

4. The City Contribution must be expended in accordance with the purposes authorized under Section 42-255(d) of the City Code of Ordinances. If the Authority expends any portion of the City Contribution for purposes inconsistent with Section 42-255(d) or the terms of this Agreement, the Authority shall be in default of this Agreement and shall immediately return to the City the applicable portion of the City Contribution in accordance with the provisions of Section 5.2 of this Agreement.

### **4.2. Taxes**

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. The Authority's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to the Authority.

## **ARTICLE 5 TERM AND TERMINATION**

### **5.1. Agreement Term**

This Agreement is effective on the Countersignature Date, and, unless sooner terminated under this Agreement, expires upon the later of (i) Director's acceptance of the Project; (ii) the Authority's final remittance of any portion of the City Contribution that the Authority has not (x) expended in accordance with Section 4.1 of this Agreement or

(y) encumbered to pay its obligations for the Project under a contract existing at the time of such termination. The Director may not accept the Project unless the Director has first accepted the corresponding accounting report, as described in Sections 3.4 and 4.1.4 of this Agreement.

## **5.2. Termination**

1. Either party may terminate this Agreement, without cause, by 30 days' written notice to the other party. After termination under this provision, neither party shall have any further obligation under this Agreement, except as follows: the Authority shall return to the City any portion of the City Contribution the Authority has not (i) expended in accordance with Article 4 of this Agreement or (ii) encumbered to pay its obligations for the Project under a contract existing at the time of such termination.

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.

2. Either party may terminate its performance under this Agreement if the other party defaults and fails to cure within 60 days the default after receiving 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 30 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. 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. The Director shall act on behalf of the City to notify the Authority of a default and to effect termination.

## **ARTICLE 6 MISCELLANEOUS PROVISIONS**

### **6.1. Purpose of Agreement; Responsibilities of the Parties**

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. The parties further agree that neither party is an agent, servant, or employee of the other party and that each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

## **6.2. 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.

## **6.3. Severability**

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

## **6.4. Entire Agreement**

This Agreement merges the prior negotiations and understandings of the parties and embodies the entire agreement of the parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the parties regarding this Agreement.

## **6.5. Written Amendment**

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and the Authority. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

## **6.6. Applicable Laws**

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction. Venue for any litigation relating to this Agreement is in a state or federal court of competent jurisdiction in Harris County, Texas.

## **6.7. No Waiver of Immunity**

Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement shall constitute a waiver by either party of any provisions of (i) Chapters 75, 84, 95 or 101 of the Texas Civil Practice and Remedies Code, as amended, (ii) any laws relating to limitations of liability of the type of entity of such party, or (iii) sovereign or governmental immunity, as any of the foregoing may be available to such party.

## **6.8. Notices**

All notices to either party to this Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the

party to whom the notice is given at its address set out in Article 1 of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

#### **6.9. 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.

#### **6.10. Non-Waiver**

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.

#### **6.11. Enforcement**

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. The Authority shall provide to the City Attorney all documents and records pertaining to this Agreement that the City Attorney requests to assist in determining the Authority's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

#### **6.12. Ambiguities**

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

#### **6.13. Survival**

The Authority shall remain obligated to the 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.

#### **6.14. Parties in Interest**

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and the Authority only.

#### **6.15. Successors and Assigns**

This Agreement binds and benefits the parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City or the Authority.

#### **6.16. Business Structure and Assignments**

The Authority shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in Section 9.406 of the Texas Business & Commerce Code. In the case of such an assignment, the Authority shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee. The Authority shall not delegate any portion of its performance under this Agreement without the Director and City Attorney's prior written consent, such consent not to be unreasonably withheld or delayed provided that the City is not deprived of any rights or protections.

#### **6.17. Remedies Cumulative**

Unless otherwise specified elsewhere in this Agreement, the rights and remedies 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.

## EXHIBIT A

### SCOPE OF WORK FOR IMPROVEMENTS AT STUDE PARK

**Estimated Project Cost for Construction:** \$1,250,000.00

**City Contribution:** \$750,000.00

**Authority Contribution:** \$500,000.00

**Managed by:** Memorial-Heights Redevelopment Authority

**Project Scope:**

In accordance with the Stude Park Vision Plan:

- Construct:
  - roadway and parking improvements;
  - pedestrian, cyclist, and pathway facilities;
  - hardscape improvements, including edge and landscape buffers;
  - shade structures;
  - security enhancements; and
  - playground renovation.
- Undertake associated site grading, drainage, and irrigation improvements.
- Undertake improvements to the Community Center and pool facilities.
- If funds permit, include additional features, equipment, and improvements.



**EXHIBIT "A"**

**Form of Task Order**

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

**Project No. T-0512A – 18<sup>th</sup> Street and surrounding Pedestrian Improvements between Nicholson Street  
and West 20<sup>th</sup> Street**

**Work Authorization No. 2 – Surveying Services**

This WORK AUTHORIZATION authorizes professional surveying services to be performed by QUIDDITY ENGINEERING, LLC, fka 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:

- 1.0 PROJECT DESCRIPTION: The ENGINEER shall provide the requested services to support potential pedestrian mobility improvements in the project area.
- 2.0 SCOPE OF SERVICES: The ENGINEER shall perform tasks as identified in the attached Scope of Services Surveying Phase Services 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 \$102,900.00.

Topographic Survey	\$59,900.00
Boundary Survey	\$53,000.00
<b>Total</b>	<b>\$102,900.00</b>

- 4.0 PROJECT SCHEDULE: This work will require sixty (60) days to complete, weather permitting.

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

**MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY:**

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

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

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

**QUIDDITY ENGINEERING, LLC**

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

Name: STEVEN JARES

Title: Surveying Division Manager - HOU

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

Kirsten H...

September 17, 2025

Ms. Sherry Weesner  
President  
Memorial Heights Redevelopment Authority/ TIRZ No. 5  
1330 Post Oak Boulevard, Suite 2650  
Houston, TX 77056

Re: West 18<sup>th</sup> Street Improvements (T-0512A)  
Proposal for Professional Services for Topographic Survey  
Houston, Texas

Dear Sherry:

Quiddity Engineering, LLC (QE) appreciates the opportunity to present this proposal for survey services in connection with the West 18<sup>th</sup> Street Improvements project 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 surveying work for this project includes deed research to find the adjoining deeds where the future improvement will be located, or the tracts located adjacent to the improvements. We will utilize Harris County Floodplain Reference marks for the basis of the vertical datum, which is related to the FEMA FIRM. Coordinates will be based on the Texas Coordinate System NAD 83, South Central Zone. We will set at a minimum of three (3) horizontal control points and two (2) temporary benchmarks for future construction control.

This project has approximately 6,200 linear feet of proposed pedestrian improvements, we will complete a topographic survey along this route which will be bounded by the right of way on the north and south side of West 18<sup>th</sup> street. The project begins at the intersection of West 20th Street and West 18<sup>th</sup> Street and progresses easterly through six (6) intersections.

We will obtain along the route described above:

1. West 18<sup>th</sup> pavement which includes the edge of pavement, center of pavement, sidewalks on either side of the road, driveways, wheelchair ramps, parking areas, and elevations 10-feet outside of the right of way where access is possible and permitted. Where roadside ditches exist, we will locate the top of bank and flowline of the ditch, this will also include any culverts under driveways. These elevations will be obtained at 100-foot intervals and along features mentioned.
2. All visible utilities and those utilities located by the ONE-CALL Utility locate. We will measure depths of wet utilities (storm and sanitary sewer manholes) no depths of dry utilities will be obtained. We will not probe or hydro-vac to obtain depths of utilities, if this service is needed, we will inform you of the additional cost to complete this task.



West 18<sup>th</sup> Street Improvements (T-0522A)

Page 2

September 17, 2025

3. We will locate all trees that have a trunk size measure at chest height of 6" diameter or larger. All dense shrubbery will be outlined; no individual bushes will be located.
4. We will locate property corners to show the present right of way.
5. At the previously mentioned six intersections we will locate the pavement and related features 100 feet north and south of west 18<sup>th</sup> Street.
6. The boundary work which includes deed research (approximately 180 parcels), plat research, right of way dedication research, deed plotting, boundary monument recovery (approximately 200 monuments along the right of way).
7. We will produce an AutoCAD drawing that meets the current Houston Public Works Infrastructure Design Manual.

#### **Schedule**

QE will complete this work in sixty (60) days, weather permitting.

#### **Proposed Fee**

QE is requesting fees for the surveying services described in this proposal as follows:

- |  |                     |
|--|---------------------|
| - Topographic Survey (Items 1-5 above) | \$59,900.00         |
| - Boundary Survey (Item 6 above)       | <u>\$43,000.00</u>  |
| <b>Total</b>                           | <b>\$102,900.00</b> |

#### **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 E) or on a lump sum basis to be mutually agreed upon by MHRA and QE. The hourly rate schedule is subject to revision January 1<sup>st</sup> of each year.
2. Fees do not include sales taxes that may be imposed.
3. The proposed fees shall be considered in their entirety for the scope of services. Should the MHRA wish to contract with QE for only a portion of the work, QE 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 QE.



West 18<sup>th</sup> Street Improvements (T-0522A)

Page 3

September 17, 2025

QE 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,

Steve Jares  
Surveying Division Manager - Houston

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

Attachments

*K:\14760\14760-0001-00 MHRA WA1\Project Management\Job Setup\T-0522A 18th 19th 20th\WA2\_18th Survey\2\_2025.09.16\_MHRA West 18th Street Survey Proposal.docx*

**6,300 LF ALONG WEST 18TH (70 FEET WIDE) AND 1,400 LF FOR 7 INTERSECTIONS. (12.3 ACRES TOTAL)**

**ROW :**

**OLD ROW**

**APPROX 180 ADJOINING PARCELS.**

**APPROX 180 CORNERS ALONG ROW**

RESEARCH FOR PLATS/DEEDS = \$2,000.00

DEED SKETCH\SEARCH TIES = 40 HRS TECH

SEARCH FOR CORNERS = 70 HRS 3MAN

ADDITIONAL SEARCH TIES = 20 HRS 2MAN

PROCESS DATA = 20 HRS TECH

BUILD ROW = 40 HRS RPLS

70-3m/20-2m/60T2/40RPLS

**TOTAL ROW = \$43,000.00**

**TOPO :**

**ROW-ROW WITH TREES**

**100' GRID**

**BUSY NARROW ROAD WITH LOTS OF TREES AND CARS**

SET CONTROL WITH RTK = 20 HRS 2MAN

TOPO ROW-ROW = 1,200 LF DAY = 80 HRS 3 MAN

UTILITY INVERTS (85) = 30 HRS 3 MAN

FIELD SUPPORT/DATA = 20 HRS TECH

ONE CALL\UTILITY RESEARCH = 20 HRS TECH

DRAFTING FOR ROW/TOPO//DTM = 120 HRS TECH

SURVEY CONTROL MAP = 20 HRS TECH & 10 HRS RPLS

110-3m/20-2m/180T2/10RPLS

**TOTAL TOPO = \$59,900.00**

## TEI PLANNING + DESIGN

### WORK AUTHORIZATION NO. 2

#### MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY

This WORK AUTHORIZATION authorizes consultant services to be performed by TEI Planning + Design (the “Consultant”) pursuant to the Master Agreement for Planning and Engineering Design Services (the “Agreement”) between the Consultant and Memorial-Heights Redevelopment Authority (the “Authority”). 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: *Provide detailed planning and evaluation of W 18<sup>th</sup> Street from W 20<sup>th</sup> Street to Nicholson Street, resulting in a roll plot illustrating corridor improvements to better serve access and safety to local destinations by visitors and residents. (See **Attachment 1** for a detailed scope.)*
- 2.0 PROJECT SCHEDULE: The Consultant will complete the work within 2 months from execution of this Work Authorization (see **Attachment 1** for a high-level schedule).
- 3.0 FEE AND PAYMENT: The Consultant will complete the tasks in this Work Authorization for a lump sum amount of \$44,000 (see **Attachment 2** for the fee breakdown).

IN WITNESS WHEREOF, the parties have executed this Work Authorization as of \_\_\_\_\_, 2025.

**AUTHORITY:**  
**MEMORIAL HEIGHTS**  
**REDEVELOPMENT AUTHORITY**

**CONSULTANT:**  
**TRAFFIC ENGINEERS, INC.**  
**dba TEI PLANNING + DESIGN**

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

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

## Overview

The Memorial Heights Redevelopment Authority (MHRA)/TIRZ 5 (the Client) is seeking to improve the street experience on W 18<sup>th</sup> Street from W 20<sup>th</sup> Street to Nicholson Street, about 6,200 feet. The goals of the project are to improve the street to better serve access to local destinations by visitors and residents, provide a more comfortable experience for street users, and fill pedestrian and bicycle network gaps in the northern Heights neighborhood.

The scope of services outlined in this document includes four project tasks that will support the project goals throughout the effort:

- Task 1: Project Management & Coordination
- Task 2: Existing Conditions & Constraint Identification
- Task 3: Conceptual Plans & Cost Estimates
- Task 4: DCR Intake Form

## Task 1: Project Management & Coordination

TEI will support the Client in the successful completion of the tasks detailed in this scope. TEI will provide a dedicated and qualified project manager to lead the project's internal and client coordination responsibilities. The project manager will coordinate with the MHRA administrator, facilitate internal coordination meetings, and prepare invoices and progress memos supporting work for all tasks.

TEI will attend one MHRA Projects Committee meeting and up to two total MHRA board meetings. The project manager will lead coordination with the City of Houston to identify project requirements that will guide the possible improvements within the City's rights-of-way.

## Deliverables

- Invoices and progress memos
- Meeting summaries for meetings with MHRA

## Task 2: Existing Conditions & Constraint Identification

TEI will collect land use, demographic, traffic volume, and field data to support recommendations for the project.

The following maps will be developed using publicly available data in GIS:

- Right-of-way and land use
- Bike network and plan
- Desktop sidewalk inventory (up to two blocks north and south of the corridor)
- Nearby related projects to show project connectivity (Shepherd/Durham, Nicholson Trail, White Oak Bayou, and others if relevant)
- Traffic data
- Pavement condition index
- Nearby destinations and connections

Twenty-four hour, bi-directional, vehicle speed and volume traffic data will be collected at the following locations:

- W 18<sup>th</sup> Street from W 20<sup>th</sup> Street to N Durham Drive
- W 18<sup>th</sup> Street from N Shepherd Drive to Nicholson Street
- Nicholson Street from W 18<sup>th</sup> Street to W 17<sup>th</sup> Street

TEI will use high-definition aerial photography to draw curb lines, sidewalks, and other features in CAD for use as a design basemap for the project area. Underground utilities will be included from the City of Houston GIS database, where possible. The project team will collect additional data in the field to supplement areas not visible from aerial or current Google Streetview. TEI staff will visit the corridor up to three times to conduct walking audits of current issues in the project area.

The data and maps compiled during this task will be used to establish constraints and identify possible project improvements. TEI will develop a mapbook to catalog the findings for use in discussion with MHRA and in the Conceptual Plan task.

### Deliverables

- Mapbook with compiled data and maps
- CAD basemap for development of recommendations roll plot (detailed in Task 3)



## Task 3: Conceptual Plans & Cost Estimate

TEI will evaluate the findings from Task 2 to provide input on possible improvements in the study corridor. Improvements will range from quick-build, low-cost improvements to a full roadway reconstruction and will be identified by project segment. Any recommendations will support project goals and will be geared towards immediate implementation under the City of Houston's guiding mobility principles and other City design standards.

Improvements will be grouped into three recommendation buckets focus on different levels of construction cost and effort. Conceptual plans will focus on the primary W 18<sup>th</sup> Street corridor but will include recommendations for interventions up to three blocks off the corridor to fill network gaps and make related improvements. Off-corridor improvements will be limited to items like sidewalks and striping that directly supplement the on-corridor improvements.

Recommendations will be developed in CAD software at a 15% level of engineering design. Design impacts from general constraints created by features identified on the basemap will be included. Impacts to stormwater systems and underground utilities will be identified for further analysis and design development. A roll plot PDF will be developed for each set of improvements at 1" = 40' scale, for use in communicating the possible proposed improvements.

Planning-level cost construction estimates will be developed for each roll plot using average bid costs for expected construction bid items. Cost estimates will be used to aid the selection of a recommended alternative.

### Deliverables

- Workshop with MHRA staff to refine and select concepts
- Up to three full-length conceptual roll plots of the corridor and associated construction cost estimates

## Task 4: DCR Intake Form

After final alternative selection by the Client, TEI will develop and submit a Design Concept Report (DCR) Intake Form to the City of Houston Interagency Group for review at the monthly DCR Review Committee meeting. The DCR intake form will include the final selected alternative.

TEI will attend one City coordination meeting in support of the DCR intake form.

Any additional analysis or design requested after submittal of the DCR Intake Form is not included in this scope.

### Deliverables

- DCR Intake Form submitted to City for review at City DCR Review Committee
- Resulting guidance to TIRZ on next steps from City DCR Review committee and Interagency Group

### Project Assumptions:

- Topographical survey is not included in this scope.
- Conceptual plans will be used for communication purposes only and will not be to a level sufficient for construction.
- A full DCR report is not included in this scope of work.
- No public engagement is included in this proposal.
- Any items not included explicitly in this proposal may require an additional fee.

## Schedule and Fee

A detailed breakdown of the proposed fee for the Detailed Planning Document – W 18<sup>th</sup> Street project is included in Attachment 2. Based on the estimated hours required to complete the tasks as shown, we request authorization in the fixed fee amount of \$44,000.00 to be invoiced monthly on a percent complete basis in accordance with the attached fee worksheet.

Task	Minimum Schedule	Fee
Task 1: Project Management & Coordination	Throughout Project	\$7,000.00
Task 2: Existing Conditions & Constraint Identification	Two weeks from NTP	\$10,250.00
Task 3: Conceptual Plans & Cost Estimates	Submittal October 16, 2025	\$23,000.00
Task 4: DCR Intake Form	One month after alternative selected	\$3,000.00
Direct Costs (Traffic Counts)	Three weeks from NTP	\$750.00
<b>Total Cost</b>		<b>\$44,000.00</b>

This proposal is valid for 30 calendar days from the date of this letter. If you have any questions or need additional information, please e-mail me at [chelsea.young@teiconnects.com](mailto:chelsea.young@teiconnects.com) or call me at (832) 239-7572.

Sincerely,

Accepted by:

Chelsea Young, AICP

Principal



Attachment 2: Fee Estimate

Signature

Type or Printed Name and Title

Date \_\_\_\_\_

September 18, 2025



**ATTACHMENT 2  
FEE SPREADSHEET**  
SUMMARY OF HOURS BY CLASSIFICATION  
FOR SCOPED TASKS

**Detailed Planning Document - W 18th Street (W 20th Street to Nicholson Street)  
TIRZ 5 / MHRA**

DESCRIPTION OF WORK TASK**	SENIOR PRINCIPAL	PRINCIPAL	PRINCIPAL ASSOCIATE II	PRINCIPAL ASSOCIATE I	ASSOCIATE III	ASSOCIATE II	ASSOCIATE I	TOTAL HOURS PER TASK	TASK FEE
Hourly Billing Rate	\$306.00	\$261.00	\$224.00	\$197.00	\$173.00	\$154.00	\$136.00		
<b>Task 1: Project Management and Coordination</b>	0	6	12	0	0	4	4	<b>26</b>	<b>\$ 7,000.00</b>
<b>Task 2: Existing Conditions and Constraint Identification</b>	0	8	20	0	0	20	20	<b>68</b>	<b>\$ 10,250.00</b>
<b>Task 3: Conceptual Plans &amp; Cost Estimates</b>	0	20	40	0	0	40	40	<b>140</b>	<b>\$ 23,000.00</b>
<b>Task 4: DCR Intake Form</b>	0	2	4	0	0	0	4	<b>10</b>	<b>\$ 3,000.00</b>
<b>TOTAL PROJECT HOURS</b>	0.0	36.0	76.0	0.0	0.0	64.0	68.0	244.0	
<b>PERCENT OF TOTAL HOURS</b>	0.00%	14.75%	31.15%	0.00%	0.00%	26.23%	27.87%	100.00%	
<b>DIRECT EXPENSES</b>	<b>@ \$250 each</b>			<b>COST</b>	<b>TOTAL LABOR COST</b>			<b>\$ 43,250.00</b>	
3x Bidirectional Speed and Volume Counts				<b>\$750.00</b>					
Direct Expense Mark-Up				<b>\$0.00</b>				<b>\$750.00</b>	
<b>DIRECT EXPENSES TOTAL</b>				<b>\$750.00</b>				<b>\$44,000.00</b>	
					<b>DIRECT EXPENSES</b>				
					<b>REQUESTED CONTRACT AMOUNT</b>				

**EXHIBIT "A"**

**Form of Task Order**

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

**Project No. T-0539 – Remaining Cross Streets between Shepherd and Durham Reconstruction Project  
Work Authorization No. 2 – Final Design for Phase 3 (Interstate 610 to Interstate 10)**

This WORK AUTHORIZATION authorizes professional engineering services to be performed by QUIDDITY ENGINEERING, LLC (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:

- 1.0 PROJECT DESCRIPTION: The ENGINEER shall prepare Final Design Plans and obtain approval from Houston Public Works for the reconstruction of the remaining cross streets between Shepherd Drive and Durham Drive between Interstate 610 and Interstate 10.
- 2.0 SCOPE OF SERVICES: The ENGINEER shall perform tasks as identified in the attached Scope of Services Final Design for the project. Additional Services include Traffic Control Plan, Storm Water Pollution Preventions Plan, Street and Pedestrian Lighting, TxDOT Coordination, Urban Design and Tree Protection/Mitigation, Traffic Signal Design, Drainage Investigations, Public Meetings, and Surveying Services.
- 3.0 FEE AND PAYMENT: The ENGINEER shall complete the tasks in this WORK AUTHORIZATION for an hourly not to exceed amount of \$2,044,888.00 (see **Exhibit "B" of the PSA** for applicable schedule of hourly rates). As a task based work authorization, the ENGINEER shall inform MHRA when 75% of funds have been used.

Basic Services	\$1,189,790.00
Additional Services	\$798,938.00
Reimbursable Expenses	\$56,160.00
<b>Total</b>	<b>\$2,044,888.00</b>

- 4.0 PROJECT SCHEDULE: The schedule to complete this work is thirteen (13) months.

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

**MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY:**

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

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

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

**QUIDDITY ENGINEERING, LLC**

By: 

Name: STEPHEN G. BERCKENHOFF, PE

Title: Senior Vice President

ATTEST: 

September 18, 2025

Ms. Sherry Weesner  
President  
Memorial Heights Redevelopment Authority/ TIRZ No. 5  
1330 Post Oak Boulevard, Suite 2650  
Houston, TX 77056

Re: Remaining Cross Streets Between Shepherd and Durham Reconstruction Project Phase 3 (T-0539)  
Proposal for Professional Services for Final Design  
Houston, Texas

Dear Sherry:

Quiddity Engineering, LLC (QE) appreciates the opportunity to present this proposal for design, bid, and construction phase services in connection with the Remaining Cross Streets between Shepherd and Durham Reconstruction project for Memorial Heights Redevelopment Authority (MHRA)/TIRZ No. 5.

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

### **Project Understanding**

The project will include the following components:

- Full reconstruction, right-of-way to right-of-way to include concrete paving and pedestrian zones:
  - West 13<sup>th</sup> Street between Shepherd Drive and Durham Drive
  - West 17<sup>th</sup> Street between Shepherd Drive and Durham Drive
  - West 21<sup>st</sup> Street between Shepherd Drive and Durham Drive
  - West 22<sup>nd</sup> Street between Shepherd Drive and Durham Drive
  - West 23<sup>rd</sup> Street between Shepherd Drive and Durham Drive
  - West 25<sup>th</sup> Street between Shepherd Drive and Durham Drive
  - West 26<sup>th</sup> Street between Shepherd Drive and Durham Drive
  - West 27<sup>th</sup> Street between Shepherd Drive and Durham Drive
  - West 28<sup>th</sup> Street between Shepherd Drive and Durham Drive
  - Laird Street between West 13<sup>th</sup> Street and West 16<sup>th</sup> Street
- Upgrades to existing storm sewers and inlets to meet City of Houston standards, including incorporating ATLAS 14 rainfall data.
- Installation of new street lighting with a pedestrian component for the proposed bike lanes and pedestrian realm.



Shepherd Durham Phase 3 Final Design

Page 2

September 18, 2025

- Inclusion of landscaping within the project corridors to comply with City of Houston requirements.
- Protection of existing mature trees within the project corridors.

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

### **Scope of Services**

Basic Services to be provided by QE and their subconsultants include:

1. General Project Management  
QE will provide project administration, including management of the project team, budget, and schedule and preparation/submission of monthly invoices.
2. MHRA Progress Meetings (Monthly/12 meetings)  
QE will provide monthly updates to MHRA throughout the life of the project to share details regarding scope, schedule, and fee through the life of the project.
3. Team Progress Meetings (Bi-Weekly/24 meetings)  
QE will host team meetings throughout the life of the project to maintain continuity of design and to keep the project on schedule.
4. Public Agency and Stakeholder Coordination  
In addition to general correspondence and biweekly meetings with MHRA's project representatives to discuss project status and review design components, QE will work with MHRA to engage the project stakeholders at various times during the design process to understand general concerns, present design options, and coordinate construction activities. QE anticipates this will involve one-on-one engagement to facilitate coordination during the design process. QE anticipates regular attendance at monthly HPW Utility Coordination Committee meetings to help facilitate necessary relocations under the City's Utility Relocation Ordinance.

The one-on-one meetings are in-person or via virtual means. Individual meetings with various project stakeholders will be held to review project specifics, logistics, and general coordination associated with the project. The Project Manager will attend these meetings. The anticipated one-on-one public agency and stakeholder meetings are detailed below.

Public Agencies and Project Stakeholders	Number of 1-on-1 Meetings
HPW Utility Coordination Committee (UCC)	Up to Nine (9)
Houston Public Works (HPW) Interagency Group	Up to Four (4)
HPW Transportation and Drainage Operations (TDO)	One (1)
Traffic and Transportation Committee	One (1)
METRO	One (1)
Bike Houston	One (1)
HISD	Up to Two (2)
Miscellaneous Stakeholders	Up to Two (2)

5. Private Utility Coordination

The one-on-one meetings are in-person or via virtual means. Individual meetings with various private utility companies will be held to review project specifics, logistics, and general coordination associated with the project. The Project Manager will attend up to one (1) meeting with each utility.

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

6. Data Collection

- a. Update Records Requests – Request, compile, and review existing City of Houston public utility record drawings and CenterPoint Energy, AT&T, and other pertinent private utility record drawings.
- b. Site Visits – Conduct site visits to collect pertinent first-hand knowledge of the land, its condition, context, adjacent land uses, and access needs; assess electrical conditions; review survey data; and confirm conditions/proposed features during design.

7. Prepare Design Concept Review (DCR) Intake Package

QE will prepare a DCR Intake package for the proposed improvements and submit to the City of Houston for their review and concurrence. The DCR Intake package will detail the improvements proposed for each roadway and show the connections to the previously completed phases of the Shepherd Durham project.

8. Prepare Design Plan Set (60%, 90%, 100%)

QE and their subconsultant will perform development and production design tasks as follows.



- a. Civil Design – Based on City, MHRA, and design team coordination efforts, QE will design the roadways and intersections to accommodate all modes of transportation and future utility needs. Roadway horizontal and vertical alignments will be set to minimize impact to intersecting streets and drainage. Turning movements around corners will be analyzed using AutoTURN software. Recommendations for pavement cross section have been previously established and will be incorporated into the design. Following the recommendations made following the completion of drainage analysis in Preliminary Design, QE will design the storm sewer system within the project corridors.
  - b. Design Review Submittals to MHRA and HPW (60%, 90%, 100%)  
QE will provide interim 60%, 90%, and 100% plans for submission to MHRA, the City, and private utilities for review.
  - c. Signage and Striping Design – QE will provide the proposed vehicular and bicycle traffic signing and striping layouts and details for the project.
9. Prepare Estimations of Construction Costs (60%, 90%, 100%)  
An estimate of construction costs will also be provided at each submittal stage.
10. Prepare Project Specifications (60%, 90%, 100%)  
The bid schedule and specifications for all disciplines will be included in the project manual, which will be provided to MHRA at the 60% and 90% submittal stages for review and finalized as part of the bid-ready construction documents along with the permitted plans.
11. Internal QC Review (60%, 90%, 100%)  
Quality Control reviews shall be performed by each discipline at each stage of submittal.
12. Constructability Review (60%, 90%)  
QE's construction manager will provide a constructability review on the plan documents at the 60% and 90% stages.
13. Prepare Design Review Checklists (60%, 90%, 100%)  
Checklists are typically provided by the City, and the QE team will prepare and submit checklists as required.
14. Design Review Submittals to MHRA and HPW (60%, 90%, 100%)  
Package and submit plans for review. Coordinate, receive, and respond to comments.
15. Construction Duration Calculations  
At the 90% and 100% phase, construction duration calculations shall be performed to determine the contract duration to be used in the bid documents.

**16. Utility Company Signatures**

Once final comments are received and addressed, QE will issue the final bid-ready plans for private utility signatures.

**17. HPW Signatures**

Once final comments are received and addressed, QE will issue the final bid-ready plans for City signatures.

**18. Issue Bid Ready Documents**

QE will issue the bid package on Civcast, conduct the pre-bid meeting, issue addenda as needed, tabulate bids received, and assist MHRA with bidder selection as requested.

**19. Bid Phase Services**

QE will lead MHRA through the standard process for bidding the work and selecting a contractor. The process includes receiving and reviewing bids and preparing a recommendation of award letter to the board prior to construction.

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

Additional Services to be provided by QE and their subconsultants include:

**1. Design Concept Review Report (Hourly)**

Should the City of Houston require the submittal of a full Design Concept Review report to document and discuss improvements with City departments, QE will prepare the report following the most recent template provided by the City. QE will present the findings and recommendations to the City and receive and update the final DCR Report package to document the ultimate scope of improvements requested by the City.

**2. Traffic Control Plan (Hourly)**

Concept Engineers (CE) will provide project specific traffic control plans, detour plans, and details as needed to safely direct vehicular and pedestrian traffic around construction zones. QE will coordinate with MHRA and the City to discuss and consider scheduled events when developing the construction phasing and associated traffic control. For a more detailed breakdown of Concept's scope of work, see Attachment B.

**3. Storm Water Pollution Prevention Plan (SWPPP) Design (Hourly)**

Concept Engineers (CE) will provide storm water pollution prevention plans and details as needed for the project. For a more detailed breakdown of Concept's scope of work, see Attachment B.

**4. Signing and Pavement Marking Plan (SPM) Design (Hourly)**

Concept Engineers (CE) will provide signing and pavement marking plans and details as needed for the project. For a more detailed breakdown of Concept's scope of work, see Attachment B.



5. Street Lighting Plan (Hourly)

QE or their subconsultant will develop system layout and details for street lighting elements in cooperation with CenterPoint Energy, including the design of conduit and placement of pull boxes.

6. Private Utility Coordination (Hourly)

As necessary, QE will perform additional private utility coordination.

7. Urban Design and Tree Protection, Mitigation, and Planting Plan (Lump Sum)

SWA Group (SWA) will provide concept, hardscape, and landscape design services for the project. For a more detailed breakdown of SWA's scope of work, see Attachment C.

8. Public Meeting (Hourly)

QE anticipates one public meeting for the project to inform the public of the project and educate regarding design components and construction expectations. The specific content of the public meeting will be coordinated with MHRA to achieve MHRA's goals for the meeting. Materials provided for the public meeting may consist of a PowerPoint presentation, strip maps, presentation boards, and/or handouts for information purposes to be approved in advance by MHRA.

9. Surveying (Hourly)

United Engineers, Inc. (UEI) will perform work in association with ROW documentation, monumentation and topographic survey updates as conditions change along the project corridor. For a more detailed breakdown of UEI's scope of work, see Attachment D.

Reimbursable Expenses

1. TLDR Review & Inspection

Texas Accessibility Standards (TAS) review and inspection services will be provided in addition to hourly consulting services related to TAS compliance as requested.

2. Repro/Mileage/Parking/Civcast Expenses

Expenses for the project include mileage costs, printing costs, parking fees, City plan review fees, and Civcast setup.

3. City Plan Approval Fee

The City fee is fixed based on the number of plan sheets. The current sheet count is estimated to be 350 sheets.

**Assumptions**

1. This proposal is based on the recommendations made in the final planning study. Deviations from the planning study may require revisions to QE's scope and fees or Additional Services.



Shepherd Durham Phase 3 Final Design

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September 18, 2025

2. The design of the Remaining Cross Streets Between Shepherd and Durham Reconstruction project will be based on the requirements of the City of Houston *Infrastructure Design Manual*, dated November 2023. 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 costs.
3. Landscaping and lighting will be installed on the project corridor to comply with the requirements of the City of Houston. Landscaping and street lighting will require low or no maintenance as a Maintenance Agreement is not in place between the City and MHRA.
4. Water and Wastewater improvements will be limited to adjustments needed to accommodate storm sewer improvements only and do not include full replacement of the existing water lines and/or sanitary sewers.
5. The proposed improvements do not include new or replacement traffic signals within the project limits. Additionally, temporary modification of existing traffic signals will not be required as part of the proposed traffic control plan.

### **Schedule**

QE understands there is an aggressive schedule for the project to complete the design phase in one year. QE will prepare a project schedule showing the tasks/milestone dates that need to be met to meet MHRA's scheduling needs.

### **Proposed Fee**

QE is requesting a total fee of **\$2,044,888.00** for the Final design and bid phase services described in this proposal. (\$1,189,790.00 in Basic Services as a lump sum fee and \$855,098.00 in Additional Services and Reimbursable Expenses as hourly fees)

Invoices will be submitted by QE monthly on a percentage of completion basis and the full amount will be due and payable to QE upon receipt. If the MHRA objects to all or any portion of an invoice, MHRA will notify QE in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute. MHRA will pay an additional charge of 0.75% of the invoiced amount per month for any payment received by QE more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the MHRA. Payment thereafter will be first applied to accrued interest and then to the principal unpaid amount. In the event of a conflict between this agreement and the PSA, the PSA governs.



Shepherd Durham Phase 3 Final Design

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September 18, 2025

### 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 E) or on a lump sum basis to be mutually agreed upon by MHRA and QE. The hourly rate schedule is subject to revision January 1<sup>st</sup> of each year.
2. Fees do not include sales taxes that may be imposed.
3. The proposed fees shall be considered in their entirety for the scope of services. Should the MHRA wish to contract with QE for only a portion of the work, QE 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 QE.

QE 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 G. Berckenhoff, PE  
Senior Vice President

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


### Attachments

K:\14760\14760-0001-00 MHRA WA1\Project Management\Job Setup\T-0539 Shepherd Durham Cross Streets\WA 2\_SDP3 Proposal\2\_2025.09.08\_MHRA Shepherd Durham 3 Final Design Proposal Final.docx

Fee Proposal

T-0523A WA#5 - Shepherd Drive and Durham Drive Reconstruction Project


Phase 3 Final Design

		Practice Leader	PE V	PE IV	PE III	PE II	PE I	DE II	DE I	Project Acct.	Sub-Total	Sub Cons.	Sub Cons. (cost + 8%)	Total Budget
		\$310.00	\$290.00	\$265.00	\$265.00	\$205.00	\$180.00	\$155.00	\$130.00	\$115.00				
BASIC SERVICES														
Task 200 - Design Phase Basic Services - PHASE 2 (12 Months)(Lump Sum)														
1	General Project Management										\$0			
	Project Management, Invoicing, etc.		144							48	\$47,280		\$0.00	\$47,280.00
2	MHRA Progress Meetings										\$0			
	MHRA Progress Meetings		24		24		24				\$17,640		\$0.00	\$17,640.00
3	Team Progress Meetings										\$0			
	Team Progress Meetings		96		48		24				\$44,880		\$0.00	\$44,880.00
4	Public Agency and Stakeholder Coordination										\$0			
	Coordinate with Public Agencies and Stakeholders		42		42		42				\$30,870		\$0.00	\$30,870.00
5	Private Utility Coordination										\$0			
	Coordinate with Private Utilities		16		16		16				\$11,760		\$0.00	\$11,760.00
6	Data Collection										\$0			
	Update Records Requests							2			\$310		\$0.00	\$310.00
	Site Visit		4			4		4			\$2,600		\$0.00	\$2,600.00
7	Prepare Design Concept Review (DCR) Intake Package													
	DCR Intake Package		8					4			\$2,940		\$0.00	\$2,940.00
8	Prepare Design Plan Set (60%, 90%, 100%)													
a	Cover Sheet		2			4		8			\$2,640		\$0.00	\$2,640.00
b	Index of Sheets		2			24		20			\$8,600		\$0.00	\$8,600.00
c	General Notes		2			4		12			\$3,260		\$0.00	\$3,260.00
d	Overall Layout Sheet		2			8		16			\$4,700		\$0.00	\$4,700.00
e	Survey Control Map		4			16		16			\$6,920		\$0.00	\$6,920.00
f	Swing Ties		4			16		16			\$6,920		\$0.00	\$6,920.00
g	SWPPP Plans (11 sheets)(incorporate)		4			16		16			\$6,920		\$0.00	\$6,920.00
h	Demolition Plans (11 sheets)		25			100		150			\$51,000		\$0.00	\$51,000.00
i	Drainage Area Maps (2 sheets)		18			58		107			\$33,695		\$0.00	\$33,695.00
j	Drainage Calculation Sheets (6 sheets)		27			102		131			\$49,045		\$0.00	\$49,045.00
k	Typical Cross Sections (8 sheets)		10			80		100			\$34,800		\$0.00	\$34,800.00
l	Plan & Profiles (Paving & Drainage) (24 sheets)		113			165		283			\$110,409		\$0.00	\$110,409.29
m	Plan & Profiles (Paving & Drainage) (Concept)											\$79,506.70	\$85,867.24	\$85,867.24
n	Plan & Profiles (Storm Laterals) (12 sheets)		24			94	7	157			\$51,825		\$0.00	\$51,825.00
o	Plan & Profiles (Storm Laterals) (Concept)											\$56,790.50	\$61,333.74	\$61,333.74
p	Intersection Layouts/ Enlargements (4 sheets)		17			25		52			\$18,089		\$0.00	\$18,088.80
q	Intersection Layouts/ Enlargements (Concept)											\$22,716.20	\$24,533.50	\$24,533.50
r	Driveway Tabulation (2 sheets)		4			16		40			\$10,640		\$0.00	\$10,640.00
s	Cross Sections (10 sheets)		23			116		75			\$41,961		\$0.00	\$41,960.72
t	Cross Sections (Concept)											\$22,716.20	\$24,533.50	\$24,533.50
u	Standard Details - Paving (16 sheets)		2			8		60			\$11,520		\$0.00	\$11,520.00
v	Standard Details - Storm Sewer (14 sheets)		2			8		52			\$10,280		\$0.00	\$10,280.00
w	Standard Details - Water (15 sheets)		2			8		56			\$10,900		\$0.00	\$10,900.00
x	Standard Details - Wastewater (15 sheets)		2			8		56			\$10,900		\$0.00	\$10,900.00
y	Miscellaneous Details (2 sheets)		2			8		20			\$5,320		\$0.00	\$5,320.00
z	Tree and Plant Protection (incorporate)		1			2		4			\$1,320		\$0.00	\$1,320.00
aa	Material Schedule (incorporate)		1			2		4			\$1,320		\$0.00	\$1,320.00
ab	Landscape Drainage Plan (incorporate)		2			4		4			\$2,020		\$0.00	\$2,020.00
ac	Proposed Hardscape Plans (incorporate)		2			4		4			\$2,020		\$0.00	\$2,020.00
ad	Hardscape Details (incorporate)		2			4		4			\$2,020		\$0.00	\$2,020.00
ae	Landscape Details (incorporate)		2			4		4			\$2,020		\$0.00	\$2,020.00
af	Proposed Signing & Pavement Marking Plans (11 sheets)(incorporate)		2			4		4			\$2,020		\$0.00	\$2,020.00
ag	Signing & Pavement Marking Details (incorpoate)		1			4		8			\$2,350		\$0.00	\$2,350.00
ah	Street Lighting Layout (16 sheets)(incorporate)		2			4		4			\$2,020		\$0.00	\$2,020.00
ai	Boring Logs (18 sheets)		8			24		40			\$13,440		\$0.00	\$13,440.00
9	Prepare Estimations of Construction Costs (60%, 90%, 100%)													
a	60% Estimate		8			179 16		32			\$10,560		\$0.00	\$10,560.00

Fee Proposal

T-0523A WA#5 - Shepherd Drive and Durham Drive Reconstruction Project

Phase 3 Final Design


<div>QUIDDITY ENGINEERING</div>		Practice Leader	PE V	PE IV	PE III	PE II	PE I	DE II	DE I	Project Acct.	Sub-Total	Sub Cons.	Sub Cons. (cost + 8%)	Total Budget
		\$310.00	\$290.00	\$265.00	\$265.00	\$205.00	\$180.00	\$155.00	\$130.00	\$115.00				
	b 90% Estimate		8			16		32			\$10,560		\$0.00	\$10,560.00
	c 100% Estimate		4			8		12			\$4,660		\$0.00	\$4,660.00
	d Estimate Support (Concept)											\$22,716.20	\$24,533.50	\$24,533.50
10	Prepare Project Specifications (60%, 90%, 100%)													
	a 60% Submittal		40					8			\$12,840		\$0.00	\$12,840.00
	b 90% Submittal		96					32			\$32,800		\$0.00	\$32,800.00
	c 100% Submittal		24					16			\$9,440		\$0.00	\$9,440.00
11	Internal QC Review (60%, 90%, 100%)													
	a 60% Review		40			40		20			\$22,900		\$0.00	\$22,900.00
	b 90% Review		60			60		40			\$35,900		\$0.00	\$35,900.00
	c 100% Review		20			16		20			\$12,180		\$0.00	\$12,180.00
	d QC Support (Concept)											\$22,716.20	\$24,533.50	\$24,533.50
12	Constructability Review (60%, 90%)													
	a 60% Review		48								\$13,920		\$0.00	\$13,920.00
	b 90% Review		48								\$13,920		\$0.00	\$13,920.00
13	Prepare Design Review Checklists (60%, 90%, 100%)													
	a 60% Design Review Checklists		4					8			\$2,400		\$0.00	\$2,400.00
	b 90% Design Review Checklists		4					8			\$2,400		\$0.00	\$2,400.00
	c 100% Deisgn Review Checklists		4					8			\$2,400		\$0.00	\$2,400.00
14	Design Review Submittals to MHRA and HPW (60%, 90%, 100%)													
	60% Review		16			32					\$11,200		\$0.00	\$11,200.00
	90% Review		16			32					\$11,200		\$0.00	\$11,200.00
	100% Review		16			32					\$11,200		\$0.00	\$11,200.00
15	Construction Duration Calculations		16			8					\$6,280		\$0.00	\$6,280.00
16	Utility Company Signatures							24			\$3,720		\$0.00	\$3,720.00
17	HPW Signature		8					8			\$3,560		\$0.00	\$3,560.00
18	Issue Bid Ready Documents													
	a Plans		2			8		16			\$4,700		\$0.00	\$4,700.00
	b Project Manual		2			4		8			\$2,640		\$0.00	\$2,640.00
	c Estimate		2			2		4			\$1,610		\$0.00	\$1,610.00
19	Bid Phase Services													
	d Write and Publish Ad for Bids		2			2					\$990		\$0.00	\$990.00
	e Prepare for and Conduct Pre-Bid Meeting		8			8		8			\$5,200		\$0.00	\$5,200.00
	d Prepare and Issue Addenda (max 2)		16			8		16			\$8,760		\$0.00	\$8,760.00
	g Receive and Tabulate Bids		2			8		20			\$5,320		\$0.00	\$5,320.00
	h Assist with Evaluation and Provide Recommendation to MHRA		2			4		4			\$2,020		\$0.00	\$2,020.00
											\$0		\$0.00	\$0.00
											\$0		\$0.00	\$0.00
	Total Design Phase Basic Services (*)													\$1,189,790.00
Task 400 - Additional Services (Lump Sum plus Hourly)														
1	Design Concept Review Report (Hourly)										\$0			
	a Prepare Design Concept Review Report		40			60		60			\$33,200		\$0.00	\$33,200.00
	b Present DCR to City Departments		24			24		24			\$15,600		\$0.00	\$15,600.00
	c Incorporate comments from Presentation and Finalize Report		8			16		40			\$11,800		\$0.00	\$11,800.00
2	Traffic Control Plan (Concept)(Hourly)(MWBE)											\$32,141.67	\$34,713.00	\$34,713.00
3	Storm Water Pollution Prevention Plan (Concept)(Hourly)(MWBE)											\$24,326.67	\$26,272.80	\$26,272.80
4	Signing and Pavement Marking (Concept)(Hourly)(MWBE)											\$18,476.67	\$19,954.80	\$19,954.80
5	Street Lighting Plan (Hourly)		8			24		40			\$13,440		\$0.00	\$13,440.00
6	Private Utility Coordination (Hourly)		80								\$23,200		\$0.00	\$23,200.00
7	Urban Design, Tree Protection, Mitigation, and Planting Plan (SWA) (Lump										\$0	\$405,000.00	\$437,400.00	\$437,400.00
8	Public Meetings (Hourly)										\$0			
	a Prepare for Public Meeting (max 1)			40		40		40			\$25,000		\$0.00	\$25,000.00
	b Conduct Public Meeting (max 1)			4		4		4			\$2,500		\$0.00	\$2,500.00
9	Surveying (UEI)(Hourly)(MWBE)										\$0			
	a Topographic Survey (\$6.50/lf x 12,875 lf)					180					\$0	\$83,687.50	\$90,382.50	\$90,382.50



Fee Proposal

T-0523A WA#5 - Shepherd Drive and Durham Drive Reconstruction Project

Phase 3 Final Design

		Practice Leader	PE V	PE IV	PE III	PE II	PE I	DE II	DE I	Project Acct.	Sub-Total	Sub Cons.	Sub Cons. (cost + 8%)	Total Budget
		\$310.00	\$290.00	\$265.00	\$265.00	\$205.00	\$180.00	\$155.00	\$130.00	\$115.00				
	b Utility Base Map Plan and Profile (\$3/lf x 12,875 lf)										\$0	\$38,625.00	\$41,715.00	\$41,715.00
	c Update Survey Control Maps										\$0	\$9,500.00	\$10,260.00	\$10,260.00
	d Update Site Monumentation (5 @ \$2,500)										\$0	\$12,500.00	\$13,500.00	\$13,500.00
											\$0		\$0.00	\$0.00
													\$0.00	\$0.00
Total Additional Services														\$798,938.10
Task 800 - Reimbursable Expenses														
1	TDLR Review & Inspection (MWBE)											\$8,000.00	\$8,640.00	\$8,640.00
2	Repro/Mileage/Parking/Civcast Expenses											\$10,000.00	\$10,800.00	\$10,800.00
3	City Plan Approval Fees (350 sheets)											\$34,000.00	\$36,720.00	\$36,720.00
Total Reimbursable Expenses														\$56,160.00
Hours Subtotal		0	1,323	44	130	1,416	113	2,085	0	48				5159.340704
SUBTOTAL BASIC SERVICES AND ADDITIONAL SERVICES - DESIGN		\$ -	\$ 383,769	\$ 11,660	\$ 34,450	\$ 290,280	\$ 20,340	\$ 323,175	\$ -	\$ 5,520	\$1,069,194	\$869,419.50	\$938,973.06	\$2,044,888.10

Potential Unknowns:  
Enhancement Agreements with Adjacent Property Owners (adopt your frontage) Adopt-an-Esplanade for Landscaping  
Continued redevelopment and changes to topo (updates during design)  
Utility Relocation/Consolidation Costs  
Trees for Houston  
Subsurface Utility Engineering (SUE)  
Temporary Construction Easements  
METRO Bus Shelters  
Connection to IH 10  
Driveway consolidation

Planned Streets:  
West 13th Street (QE)  
West 17th Street (QE)  
West 21st Street (Concept)  
West 22nd Street (Concept)  
West 23rd Street (QE)  
West 25th Street (QE)  
West 26th Street (QE)  
West 27th Street (QE)  
West 28th Street (QE)  
Laird Street (QE)

MWDBE Provided 24.00%





03 September 2025

Quiddity Engineering, LLC  
Kristen Hennings, PE, CFM, LEED  
Senior Project Manager  
6330 W Loop South #150  
Bellaire, Texas 77401

**REFERENCE:**        **MHRA Shepherd and Durham Phase 3 Support**  
                         **Client:** MHRA (via Quiddity)  
                         **Prepared By:** Concept Engineers, Inc.  
                         **Location:** Shepherd and Durham Dr. Cross Streets (W. 28th St. to W. 18th St.)  
                         **Scope Areas:** Traffic Control, Storm Water Pollution Prevention Plan (SWPPP), Signing and Pavement Marking

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## 1. INTRODUCTION

Concept Engineers, Inc. ("Concept") has prepared this Scope of Work and Level of Effort (LOE) to support Quiddity and MHRA on the Shepherd and Durham Phase 3 project. The requested scope of services includes development of Traffic Control Plans (TCP), a Storm Water Pollution Prevention Plan (SWPPP), and Signing and Pavement Marking Plans for the cross streets from West 28th Street to West 18th Street.

The purpose of this work is to provide supplemental engineering support to address traffic control, drainage/storm water compliance, and signing/stripping needs associated with Phase 3 construction.

## 2. SCOPE OF WORK

Concept's scope of work for this assignment includes:

### TASK 1 – PROJECT MANAGEMENT & COORDINATION

- Coordinate with Quiddity, MHRA, and design team throughout the assignment.
- Participate in weekly project check-ins, email correspondence, and schedule tracking.
- Conduct internal QA/QC reviews of TCP, SWPPP, and Signing/Marking deliverables.
- Provide progress updates and manage timely submittals.
- Provide administrative assistance / clerical support related to document control, submittal compilation, formatting of plan sets, and meeting scheduling.

### TASK 2 – TRAFFIC CONTROL PLANS (TCP)

- Prepare traffic control plans for approximately 10 cross streets connecting to Shepherd and Durham.

- Develop the following plan sheets:
  - Title and General Notes sheet
  - Existing Conditions / Basis of Estimate sheet
  - TCP layout sheets (10 cross streets)
  - Temporary signing and pavement marking sheets (10 cross streets)
  - Temporary traffic control and standard detail sheets
- Provide QA/QC review and revisions.
- Plans will conform to City of Houston, TxDOT, and MUTCD standards.

#### **TASK 3 – STORM WATER POLLUTION PREVENTION PLAN (SWPPP)**

- Review existing drainage conditions, utility data, and project limits.
- Prepare a SWPPP narrative in accordance with TCEQ and City of Houston requirements.
- Identify and select appropriate Best Management Practices (BMPs) such as stabilized construction exits, silt fence, inlet protection, and stockpile control.
- Develop Erosion and Sediment Control (ESC) plan sheets and standard details.
- Prepare SWPPP maps showing limits of disturbance, drainage flow arrows, BMP locations, stabilized access points, and staging areas.
- Provide construction sequencing notes and inspection/maintenance requirements.
- Perform QA/QC review and incorporate comments.
- **Optional Add-Alternate:** Assistance with preparation and filing of Notice of Intent (NOI) and Construction Site Notice (CSN) documentation if requested by MHRA.

#### **TASK 4 – SIGNING AND PAVEMENT MARKING PLANS**

- Prepare permanent signing and striping plans for the 10 cross streets.
- Plans will address clear signing and striping at intersections with Shepherd and Durham, with emphasis on one-way roadway conditions and safety.
- Review existing signing/striping conditions.
- Develop permanent plan sheets for pavement markings, lane assignments, stop bars, crosswalks, and traffic control signs.
- Provide QA/QC review and revisions.
- All signing and striping will conform to City of Houston standards and MUTCD.

### **3. DELIVERABLES**

Concept will provide plan sets and documentation that clearly address traffic control during construction, storm water compliance, and permanent roadway operations.

Deliverables will be prepared in accordance with City of Houston, TxDOT, and MUTCD standards and will be submitted electronically in PDF format. CAD files will be provided upon request. Each submittal will include a draft for review followed by a final package incorporating comments from Quiddity and MHRA.

The anticipated deliverables include:

- **Traffic Control Plans (TCP):** Full plan sheets for 10 cross streets, including general notes, existing conditions, TCP layouts, temporary signing and striping, and standard details.
- **Storm Water Pollution Prevention Plan (SWPPP):** Narrative, Best Management Practices (BMP) details, erosion and sediment control plan sheets, and SWPPP maps.
- **Signing and Pavement Marking Plans:** Permanent signing and striping plan sheets for 10 cross streets, including stop bars, crosswalks, lane assignments, and signage layouts.
- **Submittals:** One draft set for review and one final set incorporating comments.

## 4. ASSUMPTIONS

The following assumptions have been made in preparing this scope of services and LOE. These define the basis of Concept's work and clarify the roles and responsibilities between Concept, Quiddity, and MHRA:

- Quiddity will provide base survey, roadway geometry, and utility mapping to be used as backgrounds.
- Scope is limited to the identified 10 cross streets between West 28th and West 18th Streets.
- Concept will prepare one draft submittal and one final submittal for each discipline (TCP, SWPPP, Signing/Marking).
- CAD files will be developed in compliance with City of Houston standards; deliverables will be issued in PDF with CAD files available upon request.
- Public involvement, permitting, and construction phase services are excluded unless specifically authorized as an add-alternate.
- Preparation and filing of NOI/CSN documents are excluded from base scope but may be provided as an add-alternate task.

## 5. SCHEDULE

Concept will prepare and deliver the requested plans in a timely manner, coordinated with Quiddity's overall Phase 3 project schedule. Draft submittals will be developed first for review, followed by a final submittal incorporating review comments. The following outlines the anticipated timeline:

ITEM	TARGET TIMELINE
Notice to Proceed (NTP)	September 2025 (anticipated).
Draft Deliverables	Within four (4) weeks of NTP.
Review Period	Two (2) weeks for Quiddity/MHRA review and comment.
Final Deliverables	Within two (2) weeks following receipt of consolidated comments

This results in an overall delivery duration of approximately six to eight weeks from NTP to final submittals.

## 6. COMPENSATION

Compensation for this scope of services will be based on the estimated Level of Effort (LOE) hours by labor category, multiplied by applicable billing rates. Table below presents a summary of the estimated fees for this scope of services. A detailed LOE spreadsheet with task-by-task breakdown is attached for reference. Any additional services requested outside this scope will be authorized separately by the client.

ITEM	TOTAL FINAL PROFESSIONAL FEES
Traffic Control Plan (TCP)	\$28,095.00 (151 hrs)
Storm Water Pollution Prevention Plan (SWPPP)	\$20,280.00 (106 hrs)
Signing & Pavement Marking Plans (Permanent)	\$14,430.00 (78 hrs)
Project Management & Coordination	\$12,140.00 (61 hrs)
Total Estimated Fee	\$74,945.00
Optional Add-Alternate (NOI/CSN support)	On hourly basis
Optional Structural Engineering Support	On hourly basis

In addition to the services outlined above, Concept can also provide structural engineering support if required (for sign foundations, retaining walls, or other small structures) on hourly basis. These costs are not included in the current LOE, but can be added if requested.

## 7. CLOSURE


This Scope of Work has been prepared for the exclusive use of the client for the project described herein and has been prepared in accordance with generally accepted engineering practices. Any use that a third party makes of this report, or any reliance or decisions based on this report are the sole responsibility of those parties.

We look forward to being a valuable team member and partner in every respect.

Respectfully,  
Concept Engineers, Inc.



Priya Sharma, ENV SP  
President

<div> CONCEPT ENGINEERS</div> <div>Level of Effort (LOE) - Shepherd and Durham Phase 3 Support Client: MHRA (via Quiddity) Location: Shepherd and Durham Dr. Cross Streets (W. 28th St. to W. 18th St.) Scope Areas: Traffic Control, Storm Water Pollution Prevention Plan (SWPPP), Signing and Pavement Marking Date: 09/03/2025</div>		CONCEPT ENGINEERS, INC.							
		Principal	Project Manager	Task Leader	Graduate Engineer	Senior Designer	Admin	Total Hours	Total Cost
HOURLY BILLING RATE		\$375	\$315	\$225	\$150	\$150	\$80		
0 Project Management & Coordination									
	Project Coordination w/ Quiddity, MHRA, PM oversight, and weekly calls	4	8	2	4			18	\$5,070.00
	Internal QA/QC reviews	4	8	2	4			18	\$5,070.00
	Clerical						25	25	\$2,000.00
	Subtotal Hours	8	16	4	8	0	25	61	
	Subtotal Project Management & Coordination	\$3,000.00	\$5,040.00	\$900.00	\$1,200.00	\$0.00			\$12,140.00
1 Traffic Control Plan (TCP)									
1.1	Title Sheet / General Notes Sheet		1	2	2	2		7	\$1,365.00
1.2	Exisiting Condition / Basis of Estimate		2		4	6		12	\$2,130.00
1.3	TCP Layout (10 Cross Streets)		8		20	20		48	\$8,520.00
1.4	Temporary Signing and Pavement Marking (10 Cross Streets)		6		16	18		40	\$6,990.00
1.5	Temporary TCP & Standard Details			4	8	8		20	\$3,300.00
1.7	QA/QC & Revisions	4	6	4	4	6		24	\$5,790.00
	Subtotal Hours	4	23	10	54	60		151	
	Subtotal Preliminary Design	\$1,500.00	\$7,245.00	\$2,250.00	\$8,100.00	\$9,000.00	\$0.00		\$28,095.00
2 Storm Water Pollution Prevention Plan (SWPPP)									
2.1	Existing Drainage & Utility Review		2	2	6			10	\$1,980.00
2.2	SWPPP Narrative & BMP Selection		4	4	10	10		28	\$5,160.00
2.3	Erosion and Sediment Control (ESC) Sheets & Typical Details		2	4	8	10		24	\$4,230.00
2.4	SWPPP Drawings / Maps		2	2	6	6		16	\$2,880.00
2.5	Construction Sequencing & General Notes		2	2	2	4		10	\$1,980.00
2.6	Inspection & Maintenance Plan		1	1	2	2		6	\$1,140.00
2.7	QA/QC & Revisions	2	4		4	2		12	\$2,910.00
	Subtotal Hours	2	17	15	38	34		106	
	Subtotal Final Plan	\$750.00	\$5,355.00	\$3,375.00	\$5,700.00	\$5,100.00	\$0.00		\$20,280.00
3 Signing & Pavement Marking Plans									
	Existing Conditions & Review		2	2	4	4		12	\$2,280.00
	Permanent Signing and Pavement Marking Plan Development (10 cross streets)		8		20	20		48	\$8,520.00
	Revisions & Coordination	2	2	2	6	6		18	\$3,630.00
	Subtotal Hours	2	12	4	30	30		78	
	Subtotal Construction Phase	\$750.00	\$3,780.00	\$900.00	\$4,500.00	\$4,500.00	\$0.00		\$14,430.00
TOTAL FINAL PROFESSIONAL HOURS		16	68	33	130	124	25	396	
TOTAL FINAL PROFESSIONAL FEES		\$6,000.00	\$21,420.00	\$7,425.00	\$19,500.00	\$18,600.00	\$2,000.00		\$74,945.00

**SWA Houston**

10 September 2025

The Jones on Main  
712 Main Street, 6<sup>th</sup> Floor  
Houston, Texas  
77002  
+1.713.868.1676  
www.swagroup.com

Ms. Kristen Hennings  
Quiddity  
6330 West Loop South, Suite 150  
Bellaire, Texas 77401

Re: Shepherd | Durham Drainage and Mobility Reconstruction – Phase 3

Dear Kristen:

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 Quiddity ("Client"), Houston, Texas. All terms and conditions of this Agreement shall be governed by the Professional Services Agreement as executed by Quiddity, Inc. and SWA with an effective date of 17 September 2020.

SWA shall provide professional services and coordination with Quiddity on the project referenced above, the extent of which includes street segments and connections to ongoing Phase 1 and 2 improvements along Shepherd and Durham Drive. Specific streets to be addressed include Laird St, W 13<sup>th</sup> Street, W 17<sup>th</sup> Street, W 21<sup>st</sup> Street, West 22<sup>nd</sup> Street, West 23<sup>rd</sup> Street, West 25<sup>th</sup> Street, W 26<sup>th</sup> Street, W 27<sup>th</sup> Street, W 28<sup>th</sup> Street and transitional areas between previous phase scopes as indicated on the attached drawing entitled: Exhibit A, SWA limit of work; received from Quiddity on 19 August 2025.

## I. SCOPE OF SERVICES

SWA shall provide landscape architectural design services within the public ROW of street segments noted above. The focus of SWA's work scope will be the integration of urban streetscape improvements in coordination with related engineering, traffic, and mobility enhancements. The design shall integrate public pedestrian infrastructure, accessibility, bike lanes, METRO bus facilities, urban soil enhancements, storm-water mitigation strategies, tree mitigation plans, landscape permit plans, street trees, and related landscape enhancements. Proposed improvements will be developed in coordination with associated road reconfigurations, site access modifications, drainage improvements, street lighting, and related traffic mobility infrastructure by and through Quiddity.

Detailed site investigations shall be conducted to verify existing site conditions and develop situational-specific design solutions to conform with adjacent site conditions outside the work limit. The design shall seek to protect and highlight existing site and community assets while establishing a standard that can be implemented within future phases of the overall corridor development.

The scope of services shall include:

A. SWA shall provide design development and construction documentation as later described for the following scope items:

1. Grading Design:

- a. Finish grading and surface drainage of planting areas.
  - b. Coordination of finish grading for sidewalks and curb ramps; final engineering to be developed and documented by Quiddity.
2. Coordination with Quiddity on traffic infrastructure locations and design requirements, including light signals, light signal boxes, and pedestrian crossing signals.
3. Coordination with Quiddity for site utility infrastructure, including manholes, meters, valves, and utility poles.
4. Coordination with Quiddity for street lighting requirements and the lighting of the bike lane and pedestrian zones, including the location of street lighting in relation to proposed tree locations and related infrastructure requirements and considerations.
5. Coordination with Quiddity for site electrical outlets, charging ports, and/or related improvements (if any).
6. Coordination with Quiddity for pedestrian and bike lane pavement alignments. SWA shall provide finishes and details associated with the construction of those finishes over the civil sub-slab.
7. Coordination with Quiddity for accessibility ramps, bike lane access, and street crossings.
8. Coordination with Quiddity for storm water mitigation strategies and infrastructure from back of curb to the outside edge of street ROWs. (Calculations of sub-surface storm water requirements are not included and shall be provided by Quiddity.)
9. Coordination with Quiddity for bus shelter siting and selection based on shelter design agreed upon by METRO.
10. Landscape walls, steps, railings, and related site structural elements not a part of the adjacent buildings or civil infrastructure (if any).
11. Seating devices (if any).
12. Determine standard selections for site furniture, including planting barriers, raised planters, tree grates, and related streetscape furnishing systems (if any).
13. Allocate locations for possible installation of public art.
14. Planting design.
15. Street Tree mitigation calculations and documentation
16. Planting Soil amendments.
17. Structured soil systems, including utilization of structural soil and/or below-grade soil cells.
18. Incorporation of Low-Impact-Design solutions related to stormwater or related initiatives requested by the City of Houston.
19. Integration of stormwater infiltration systems within street tree planters.

20. Coordination with Quiddity and Owner for frequency of truck watering of street trees for a minimum of 2 years.
21. Coordination with COH, TxDOT, and related public agencies having jurisdiction over this project.
- B. The Client will retain all other sub-consultants, including but not limited to: Mechanical, Electrical, Plumbing, and Structural. The contribution of SWA to these consultants shall be limited to areas of design and aesthetics. SWA does not assume responsibility for the work of others in the production of construction documents or the sufficiency thereof necessary to the execution of the work.
- C. Design of Scope Items shall not include structural provisions for support of such items in the structure of buildings; penetrations of the structure of buildings for structural, mechanical, electrical or plumbing connections; actual connection to structural, mechanical, electrical and plumbing systems of the building (other than point-of-connection in planters for irrigation (if any); waterproofing of the structure or protective covering of that waterproofing; or waterproofing of penetrations of the structure.

## II. PROCEDURE

### A. Detailed Design (60%)

1. Upon Client's authorization to commence design, SWA will coordinate updating site bases required for execution of the project based on surveys and related background data as provided by Quiddity. SWA will perform detailed site visits and document site conditions that may influence design recommendations or impact the implementation of site improvements beyond those identified in project-based materials.
2. Following the site investigations, SWA will work with Quiddity and the Owner to review the project scope areas and identify key considerations as they relate to the application of established design standards for the corridor (as developed in Phases 1 and 2).
3. Based on these findings, SWA shall prepare design drawings and a preliminary estimate of probable construction cost for SWA's portion of the work. The schedule for this portion of work shall align with the schedule for Quiddity's key submission dates. The design plans will define the character and essentials of the project, including the selection of materials as well as the layout and refinement of proposed hardscape improvements relating to pedestrian and/or bicycle connectivity infrastructure.
4. Deliverables are to include:
  - a. Street improvement designs for Phase 3 scope areas, utilizing application of standards developed for Phases 1 & 2, including finishes, construction details, and design approaches. Design responses shall be based on specific site conditions and the application of project standards to the conditions of the site and surrounding context.
  - b. Streetscape plans associated with the project scope area;



- c. Streetscape enlargement plans, as needed;
  - d. Plan renderings depicting block-scale improvements;
  - e. Design sections, as needed;
  - f. Materials board and/or samples;
  - g. Images and technical information for site furnishing selections;
  - h. Images of selected landscape design palette;
  - i. Diagrams supporting the incorporation of low-impact development strategies;
  - j. General design precedent imagery;
- 5. SWA shall assist Client in filing the appropriate plans and documents that are required to secure the necessary design approvals from the various governmental agencies having jurisdiction over the project, but Client shall be solely responsible for securing all such approvals.
  - 6. SWA will submit one (1) set of documents to the client for QA/QC prior to final submission of 60% design drawings.

**B. Construction Documentation (90 & 100%, and Final Construction Documents)**

- 1. Upon Client's approval of the 60% plans and preliminary cost estimate, SWA will develop working drawings and technical sections of specifications to construct the work and shall prepare a final estimate of probable construction cost. Technical sections of specifications shall be prepared in the Construction Specifications Institute (CSI) Master Format. Client shall be responsible for the Bidding and Contract Requirements and General Requirements divisions of the specifications.
- 2. SWA shall prepare working drawings and technical sections of specifications to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time of preparation.
- 7. SWA will submit one (1) set of documents to the client for QA/QC at both the 90% and 100% completion milestones prior to final submission to the Owner. Each milestone shall be submitted to and reviewed by the City of Houston. All submissions shall be coordinated by Quiddity.
- 3. In developing working drawings and technical sections of specifications, SWA shall use its best efforts to coordinate its services with those of other consultants and to maintain a construction budget in accordance with the preliminary design estimate of probable construction cost accepted by Client at the end of the preliminary design phase. When the final estimate of probable construction cost is one hundred ten percent (110%) of the preliminary design budget estimate, or less, the final estimate will be acceptable to the Client.

**C. Bidding and Construction Observation**

- 1. Bidding and Construction Phase services are not a part of this scope of work and shall be

the subject of a future agreement.

### **III. DEVELOPMENT BUDGETS**

- A. SWA shall assist in the development of estimates of probable construction costs for items under its project scope responsibility. As part of the 60% Design Phase, a proposed development budget for all items of work under the Scope of Services shall be established and approved.
- B. This development budget shall be revised and approved at the completion of 90% documents.
- C. In the event that this development budget is reduced or increased by more than 10% between the time of approval of the landscape concept phase and the time of award of a construction contract, the cost of modification of drawings and specifications to meet the changed project budget shall be considered Additional Services.

### **IV. DESIGN APPROVAL**

Client and Owner shall provide SWA written approval at each stage of the project prior to SWA proceeding to the next phase. In the event that the design, as approved by the Client and Owner is rejected by others, and re-design is required, such re-design services shall be compensated as Additional Services.

### **V. MEETINGS AND SITE VISITS**

This proposal includes Professional Service time for up to 28 meetings for coordination with Client, agencies, consultants and Owner, scheduled in coordination with:

- 60% Design coordination
- 90%-100% Design coordination
- Public Agency Coordination Meetings
- MHRA Committee / Board Meetings
- Client Coordination Meetings

Additional meetings shall be billed as Additional Services. Public meetings with stakeholders and residents are not included as part of this fee proposal. Travel expenses shall be billed as Reimbursable Expenses.

### **VI. EXCLUSIONS TO SCOPE OF SERVICES**

Client shall provide the following information or services as required for the performance of the work. SWA assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein. Should SWA be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

- A. Topography and boundary surveys.
- B. Legal descriptions of property.
- C. Soils testing and/or engineering.

- D. Existing site engineering and utility base information.
- E. Overhead aerial photographs at controlled scale.
- F. Engineering of any kind.
- G. Any work outside of the public Rights-of-Way (ROW), including adjacent parks or other City of Houston or publicly owned properties.
- H. Coordination and/or documentation regarding on-structure design related to below-grade elements.
- I. Portal elements designed to provide access to facilities beyond the ROW.
- J. Public meetings and coordination with adjacent land owners.
- K. Renderings associated with marketing and public engagement, including, but not limited to, perspective drawings, videos, photo-realistic renderings, etc.
- L. LEED, Sites or equivalent rating (including sustainability narrative) requiring additional documentation not required for design and implementation.
- M. Extensions of time beyond the design team's control, including lengthy reviews by governing agencies. SWA assumes a 12-month design period.
- N. Redesign due to changes in previously approved design directives or unforeseen conditions.
- O. Separate documentation of Shepherd, Durham, and cross streets. SWA assumes one set of construction documents.
- P. Forensic studies of existing structures
- Q. Phasing plans and drawings.
- R. Wayfinding and interpretive signage.
- S. Texas Accessibility, TDLR, or ADA submissions, fees or meetings.
- T. Bidding negotiations.
- U. Record and/or As-Built drawings.
- V. Lighting attachment details.
- W. Coordination with CenterPoint Energy or other public utility providers.
- X. Arboriculture consultant for review of existing trees or an advanced tree procurement package.
- Y. Permitting/plan review fees and meetings with the permit office.

## **VII. FEES AND TERMS**

Services described above shall be provided for the fixed sum of \$405,000 in accordance with the terms and conditions of the existing Professional Services Agreement as executed by Quiddity, Inc. and SWA

(effective date of 17 September 2020), which is incorporated and made part of this Agreement by reference.

We estimate the following fee breakdown by phase (SWA shall invoice based on time spent, month-to-month, to complete tasks):

<u>Phase</u>	<u>Fee</u>
60% Construction Drawings:	\$195,000
90% Construction Drawings:	\$145,000
100% Construction Drawings:	\$65,000
Bidding Phase:	NIC
Construction Observation:	NIC
<b>Fee Total</b>	<b>\$405,000</b>

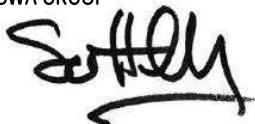
An allowance for Reimbursable Expenses as identified in Appendix A has been stipulated to SWA in the amount of \$12,000. This amount will not be exceeded without written authorization from the Client. Reimbursable Expenses are not included in the fee noted above.

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

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

Sincerely yours,

SWA GROUP



Scott McCready, ASLA  
Principal  
Landscape Architect, Texas License #3140

Kinder Baumgardner, ASLA  
Contracting Agent  
Landscape Architect, Texas License #2700

Accepted: Quiddity:

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

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

Date: \_\_\_\_\_

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## United Engineers, Inc.

CIVIL ENGINEERING ♦ LAND DEVELOPMENT ♦ CONSTRUCTION MANAGEMENT  
SURVEYING ♦ UTILITY ENGINEERING  
TBPE FIRM #F-000142; TBPLS FIRM #10117800

August 20, 2025

Kristen Hennings, P.E.  
Quiddity  
6330 West Loop South, Suite 150  
Houston, Texas 77401

**Re: Proposal for Topographic Survey multiple Side Streets to Shepherd and Durham, Memorial Heights TIRZ**

Ms. Hennings:

United Engineers, Inc. (UEI) is in receipt of your request for a cost proposal to perform professional surveying services on the above captioned project. The topographic survey will extend from right of way to right-of-way and 20' outside the right of way if possible. This project includes a standard Topographic Survey and Survey Control Map per City of Houston Design Manual Survey requirements. The required scope of work for the project as currently defined consists of the following items listed below:

**SCOPE OF SERVICES:**

- 1. Topographic Survey (Approx. 12,875 LF, included footage up the side streets):**
  - a. Set or recon original horizontal and vertical control.
  - b. Standard Topographic Survey to include 100' cross sections.
  - c. Extend Topographic Survey 20' up each side street right-of-way to right-of-way.
  - d. Locate and establish approximate right of way per COH requirements.
  - e. Generate City of Houston required 5 profile lines along each roadway.
  - f. See Exhibit "A" at end of proposal
- 2. Utility Base plan and profile (Approx. 12,875 LF):**
  - a. Request public and private utilities for the above-mentioned project limits.
  - b. Generate and draft utility base plan and profile for project limits indicated above.
- 3. Survey Control Maps**
  - a. Update Phase I and Phase II Survey Control Maps.
- 4. Site Monument**
  - a. Update five (5) site monuments.

Ms. Kristen Hennings, P.E.  
Survey Proposal for Side Streets at Shepherd/Durham  
August 20, 2025

**SUBMISSION SCHEDULE AND DELIVERABLES:**

UEI proposes to begin the work within five (5) working days after receiving your written notice to proceed and we will complete all work described in the scope of services, within 40 working days.

UEI's deliverables will include updated CAD files plan and profile, updated Survey Control Maps signed and sealed by the Registered Professional Land Surveyor responsible for the project.

**COMPENSATION**

Our fee for providing the professional surveying services as outlined in the SCOPE OF SERVICES will be a lump sum fee of:

<b>Item #1: Topographic Survey (\$6.50/LF x 12,875 LF)</b>	<b>\$ 83,687.50</b>
<b>Item #2: Utility Base plan and profile (\$3.00/LF x 12,875 LF)</b>	<b>\$ 38,625.00</b>
<b>Item #3: Update Survey Control Maps</b>	<b>\$ 9,500.00</b>
<b>Item #4: Update Site Monument (5 x \$2,500)</b>	<b><u>\$ 12,500.00</u></b>
<b>Total</b>	<b>\$144,312.50</b>

UEI appreciates this opportunity to submit this proposal and we look forward to working with you to make this a successful project. Should you have any questions, please call me or Kefelegne Tesfaye, P.E. at 713-271-2900.

Sincerely,

UNITED ENGINEERS, INC.



---

Christin M. Norris, P.E., R.P.L.S.  
Director of OSP Telecommunications Design, Land Surveying, SUE and Utility  
Coordination



# EXHIBIT "A"

Survey will extend 200 feet  
at all RED DOTS. ●  
Equals = 4,200 LF

Route Survey = 8,675 LF

Total = 12,875 LF

WEST 28TH 735'

WEST 27TH 750'

WEST 26TH 750'

WEST 25TH 750'

WEST 23RD 750'

WEST 22ND 750'

WEST 21ST 750'

WEST 17TH 750'

LAIRD 2080'

WEST 13TH 610'

**SHEPHERD  
DURHAM PHASE 3  
- REMAINING  
CROSS STREETS**

WEST 11TH STREET



## Statement of Work

Contractor Name	Client Name
George Woodard	Sherry Weesner
eLsqrd Media Group	Memorial Heights Redevelopment Authority / TIRZ 5
<a href="mailto:george@elsqrd.com">george@elsqrd.com</a>	<a href="mailto:Sherry@memorialheightstirz5.com">Sherry@memorialheightstirz5.com</a>

<b>Project Name:</b>	Website Refresh
<b>Estimated Turnaround:</b>	50 Days
<b>Total Estimated Cost:</b>	\$1,200

The purpose of this project is to execute the requested development of <https://memorialheightstirz5.com/>. Based on the requirements of the project, we will complete the following task:

- Homepage: Add key impact numbers with animation counters
- Homepage: Add “What We Do” section with a summary mission statement and a link to the “About” page/section
- Homepage: Move newsletter sub form to the bottom of the homepage
- Nav Menu: Consolidate header menu into 4 main sections:
  - Home
  - About (rename About to “What We Do”)
    - Sub-menu: Documents, Maps
  - News (rename to News & Events)
    - Includes Calendar and Meetings
  - Consolidate Meetings and Calendar into one section/page
  - This will require a rebuild of the calendar and meeting listing functionality in the backend
- Rename “Newsletters” page to “Announcements”



- Remove the Maps menu item and move:
  - All TIRZ boundary maps under the new About page
  - Project Maps under each Project page
- Create redirects so all traffic to deleted and renamed pages will go to their respective page - including linking all content/files to their new locations.
- Remove nav menu in the footer
- Keep the newsletter sign-up, address, and social media links in the footer
- Mobile optimize all pages for all new content adjustments/placements
- Optimize for Accessibility for all new content adjustments/placements

## Terms and Conditions

Memorial Heights Redevelopment Authority / TIRZ 5 (**hereinafter known as “You”**) is authorizing eLsqrd Media Group (**hereinafter known as “Us/We/Our”**) to execute the requested development work for the estimated total price as outlined. The estimated total cost of services is subject to change based on project scope changes made by **You**. The agreement contained in this contract constitutes the sole agreement between **You** and **Us** regarding all items included in this agreement.

Any elements of text, graphics, photos, contents, trademarks, or other artwork furnished by **You** for inclusion in the website is owned by **You**. **We** assume **You** have permission from the rightful owner to use any code, scripts, data, and reports. Any files that are provided for inclusion, **You** will hold harmless, protect, and defend **Us** from any claim or suit arising from the use of such material. **You** agree to provide everything that **We** need to complete the project – including text, images, and other information – when **We** need it and in the format **We** ask for. **You** agree to review **Our** work, provide feedback, and approval on time. **You** agree to adhere to all scheduled deadlines.

**We** have the experience and ability to perform the services **You** requested. **We** will carry them out in a professional and timely manner. Along the way, **We** will endeavor to meet all the deadlines set, but **We** can't be responsible for a missed launch date or a deadline if **You** have been late in supplying materials or have not approved or signed off **Our** work on time at any stage. On top of this, **We** will also maintain the confidentiality of any information that **You** give us.

The quote in this proposal is based on the amount of time **We** estimate that is needed to accomplish everything. If **You** want to add new functionality or make any changes outside the scope of this agreement, that won't be a problem. However, **You** will be charged accordingly



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and these additional costs will need to be agreed to before the extra work commences.

**We** retain the right to display graphics and other web content elements as examples of their work in **Our** portfolio and as content features in other projects or publications. This agreement becomes effective only when signed by **You** and **Us**. Regardless of the place of signing of this agreement, **You** agree that for purposes of venue, this contract was entered into in Texas and any dispute will be litigated or arbitrated in Texas.

# MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY WEBSITE SUPPORT PROPOSAL

Prepared by Medley Inc.

2808 Caroline St. Houston, TX 77004



## 1. COMPANY INTRODUCTION

Founded in 2009 and located in Houston, Texas, Medley Inc. specializes in helping organizations reach diverse audiences through public relations, advertising, branding, content management, and digital marketing. We proudly tout a portfolio featuring successful engagement campaigns on the local, state, national, and international levels.

## 2. SCOPE OF SERVICES: MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY

### Content Planning & Strategic Messaging for Homepage Enhancements

- Draft a concise, impactful mission statement for the new “What We Do” section.
- Write introductory content for the impact metrics area (to accompany animated counters), ensuring numbers are framed in community benefit language.
- Provide guidance on content hierarchy and visual flow to support storytelling goals on the homepage.

### Editorial Development for “What We Do” Page (Formerly “About”)

- Develop comprehensive, audience-friendly copy for the renamed “What We Do” section.
- Organize content to include:
  - MHRA’s mission & values
  - Overview of the TIRZ model
  - Key focus areas (e.g., infrastructure, mobility, placemaking)
  - Links to Maps and Documents subpages

### Content Consolidation & Page Streamlining

- Review and rewrite content to align with menu consolidation, ensuring a smooth narrative across:
  - News & Events (formerly News, Calendar, and Meetings)
  - Announcements (formerly Newsletters)
  - What We Do (formerly About + Maps)

Adapt the copy as necessary to support combined or renamed pages, while preserving clarity and searchability.

### Project Page Content Enhancement

- Provide revised or net-new content for each project page, including:
  - Clear summaries
  - Embedded project maps with explanatory captions
  - Community impact highlights
  - Ensure consistency in voice and structure across all project narratives.

### Copywriting for Navigation, CTAs, and Microcopy

- Write clear, concise navigation labels, button text, and call-to-action language to improve usability.
- Refine microcopy for the newsletter signup, meeting links, and footer sections to maintain consistency and engagement.

### Newsletter & Announcements Content Guidance

- Rename and update content structure for the new “Announcements” section.
- Assist in organizing historical content and providing summaries or headlines for archived

newsletters.

#### **Redirect & Content Mapping Coordination**

- Assist the developer in identifying and tracking page redirects, ensuring no content is lost or orphaned.
- Confirm that renamed and relocated content (e.g., maps, documents, newsletters) is appropriately rewritten or summarized for its new context.

#### **Accessibility & Mobile Optimization Content Support**

- Review all new and revised content for web accessibility compliance (readability, structure, and alt text direction).
- Ensure copy is mobile-friendly, using concise formats and headers that adapt well across screen sizes.

#### **Content QA for New Layouts and Page Builds**

- Provide content-specific quality assurance during the staging phase to ensure:
  - Accurate placement
  - Text clarity
  - Proper link behavior
  - Consistent voice throughout the site

#### **Post-Launch Support & Editorial Maintenance Planning**

- Offer 2–4 weeks of post-launch support to:
  - Finalize any lingering content needs
  - Make copy adjustments based on stakeholder feedback
  - Recommend a plan for ongoing content updates and future storytelling features

**Website Content Direction and Copy Cost: \$800**