

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**

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**JOINT MEETING OF THE BOARDS OF DIRECTORS**

**APRIL 24, 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
04/28/22	Y	Y	X	Y	-	-	-
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

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, APRIL 24, 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. Electronic copies of the meeting materials are available at <https://memorialheightstirz5.com/meetings/> at such time as the meeting occurs, or by contacting Audrey Lyons at [alyons@sklaw.us](mailto:alyons@sklaw.us).

**TO ATTEND VIA VIDEO:**

Link: <https://us02web.zoom.us/j/89852143233?pwd=8CMRqbbro01wueeD6z8METyYZB9vah.1>

Meeting ID: 898 5214 3233

Passcode: 527046

**TO ATTEND VIA AUDIO ONLY:**

Dial: 1-346-248-7799

Meeting ID: 898 5214 3233


Passcode: 527046

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 February 27, 2025; **5**
    - ii) Approve Zone minutes of February 27, 2025; **12**
  - b) **Financial Matters (Authority only):**
    - i) Receive Financial Report Summary, including account and fund activity statements; **14**
    - ii) Receive investment report; **35**
  - c) **Consider renewal of insurance policies (Authority only); 37**
3. **CHAIR REPORT (Authority only);**
4. **PRESIDENT REPORT (Authority only);**
5. **FINANCIAL MATTERS (Authority only):**
  - a) Authorize payment of invoices;
  - b) Review budget for fiscal year ending June 30, 2026, and authorize submittal of draft to City of Houston (“COH”) for Economic Development and HPW review (*Authority & Zone*);
  - c) Confirm engagement of Auditor for fiscal year ending June 30, 2025; **46**
  - d) Authorize other appropriate action;
6. **PROJECTS AND ENGINEERING (Authority only):**
  - a) **PROJECTS IN CONSTRUCTION: 55**
    - i) **Little Thicket** [CIP Project T-0521] [Landscape Art, Inc.]:
      - A) Update on project construction; **56**
    - 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; **57**

- iv) **Yale and Center Street Intersection** [CIP Project T-0529] [Main Lane Industries]:
    - A) Update on project construction; **58**
  - v) **19<sup>th</sup> and Beall Area Pedestrian Safety Improvements** [CIP Project T-0534] [Garrett Shields Infrastructure]:
    - A) Update on project construction;
  - b) **PROJECTS IN DESIGN:**
    - i) **Pedestrian Improvements Shepherd at Memorial** [CIP Project T-0510]:
      - A) Update on project design; **59**
    - ii) **Houston Avenue & White Oak Drive Intersection Improvements** [CIP Project T-0520]:
      - A) Update on project design;
      - B) Approve plans and specifications and authorize advertisement of bids;
    - 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;
    - v) **Waugh Drive and South Heights Boulevard Safety Improvements** [CIP Project T-0535]:
      - A) Update on project design; **60**
      - B) Approve Interlocal Agreement [COH]; **61**
    - vi) **White Oak at Green Leaf** [CIP Project T-0541]:
      - A) Update on project design; **75**
      - B) Approve Interlocal Agreement [COH]; **76**
    - vii) **Westcott Roundabout Greenspace** [CIP Project T-0544]:
      - A) Update on project design;
  - c) **PROJECTS IN PLANNING:**
    - i) **Stude Park Improvement** [CIP Project T-0526] [SWA]:
      - A) Update on planning project;
    - ii) **Transportation Alternative Area Wide Study** [CIP Project T-0538]:
      - 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; **90**
    - ii) **18<sup>th</sup> Street and surrounding area pedestrian improvements** [CIP Project T-0512A]:
      - A) Update on project development;
    - 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;
      - B) Approve Interlocal Agreement [Stude & Woodland Community Centers] [COH]; **91**
    - v) **Shepherd/Durham Cross Streets** [CIP Project T-0539]:
      - A) Update on project development;
    - vi) **Lorraine Cherry Nature Preserve/White Oak Bayou Connectivity Project** [CIP Project T-0540]:
      - A) Update on project development;
  - 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;
7. **COMMUNICATIONS** (*Authority only*):
- a) Receive update from Communications Committee;
  - b) Authorize appropriate action;

8. **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;
9. **CONSIDER CONFIRM, OR RATIFY ACTIONS OF THE AUTHORITY, AS NECESSARY** (*Zone only*);
10. **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**

**FEBRUARY 27, 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, Texas 77056, on the 27<sup>th</sup> day of February, 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 Stein.

Also present for the meeting were:

**Staff & Consultants:** Sherry Weesner, President of the Authority; Kristen Hennings, Matt Kainer, Erin Williford, Victoria Macalino, and Emily Moran of Quiddity-1, Inc. (“Quiddity”); Jim Webb of The Goodman Corporation (“TGC”); Melissa Morton of The Morton Accounting Services (“TMAS”); John Kuhl and Audrey Lyons of Sanford Kuhl Hagan Kugle Parker Kahn LLP (“SKLaw”).

**Government Entities:** Linda Trevino and Colin Gary of Houston METRO; Tina Ortiz of Houston Parks and Recreation Department;

**Community Entities and General Public:** Kevin Strickland of Super Neighborhood 15 – Greater Heights; Marie Carlisle of Super Neighborhood 14 – Lazybrook/Timbergrove; and Kori Hale.

**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 expressed gratitude to Ms. Weesner and members of the Board for their attendance at the recent Super Neighborhood 15 meeting and providing a status report on Shepherd/Durham Phase 2 and other Authority projects. He also recognized coordination efforts with CenterPoint Energy (“CPT”) and the accommodations regarding the relocation of large utility poles.

Ms. Carlisle concurred with Mr. Strickland and extended her appreciation to Ms. Weesner for her dedicated community engagement efforts.

Ms. Weesner acknowledged Mr. Gary, who introduced himself as METRO’s new public relations contact. Ms. Trevino stated that, while she transitions her focus to inner-city construction initiatives, collaboration among METRO representatives will remain a priority.

**CONSENT AGENDA**

- a. Approve Authority minutes of December 6, 2024;
- b. Receive Financial Report Summary and Investment Report;
- c. Receive developer reports;

Ms. Weesner provided a brief review of TexPool deposits and investments. She also discussed debt service fund management.



Ms. Weesner also noted that developer reports are included in the meeting packet for informational purposes.

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

### **CHAIR REPORT**

Chair Lents advised that the City Council will consider the final FY 2025 budget on March 19<sup>th</sup>.

### **PRESIDENT REPORT**

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

### **FINANCIAL MATTERS**

Ms. Weesner 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. Ms. Weesner 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 Knight, seconded by Director McIntosh, and approved unanimously by the Board to approve the payment of all invoices presented.

#### **Authorize preparation of budget**

The next item on the agenda was to authorize preparation of the budget for fiscal year ending June 30, 2026. Ms. Weesner reviewed the process and timeframe for budget submission. Upon motion by Director Zeve, seconded by Director Knight, and after full discussion, the Board voted unanimously to authorize preparation of the budget for the fiscal year ending June 30, 2026.

### **PROJECTS AND ENGINEERING**

The Board next received updates on Authority projects.

### **PROJECTS IN CONSTRUCTION**

#### **Little Thicket**

##### **Update on project construction**

Ms. Hennings provided an update on project construction, reporting that a pre-construction meeting with the contractor and stakeholders took place on February 20, and a Notice to Proceed was issued on February 24. Mr. Kainer noted that the contractor has mobilized to the site, and security measures are currently being implemented. He stated that photographic progress reports will be provided at subsequent board meetings once work begins. Ms. Weesner provided a brief historical perspective on the project's challenges.

#### **Shepherd/Durham and Selected Cross Streets – Phase 1**

##### **Update on project construction**

Mr. Kainer presented a photographic review of construction progress to date. He advised that paving is 100% complete, and that the contractor will focus on streetscape work and punch list items. He noted that remaining work will be spread throughout the corridor, with a focus on electrical installations, traffic signal setup, and final street light installations. He also advised that asphalt transitions are being removed, with primary emphasis on completing the streetscape. Mr. Kainer also provided an update on tree installation efforts, aiming to complete the work within the seasonal tree planting window.

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

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

### Approve Work Authorization No. 6, Amendment No. 1 – Phase I Construction Phase Grant Management, Reporting, Compliance, and Construction Administration (TGC)

Mr. Webb reviewed Work Authorization No. 6, Amendment No. 1, noting that the project schedule has been adjusted to reflect a 45-month timeframe from April 1, 2022, through December 31, 2025, with a revised total TGC cost not to exceed \$458,206. He stated that TGC will only incur additional costs proportional to remaining project duration. Ms. Weesner advised that the amendment has been favorably reviewed by the Projects Committee.

Upon motion by Director Zeve, seconded by Director Manriquez, and after full discussion, the Board voted unanimously to approve Amendment No. 1 to Work Authorization No. 6 as presented and to authorize execution by the President.

### **Yale and Center Street Intersection**

#### Update on project construction

Ms. Hennings provided a brief update on construction progress, advising that work will commence following relocation of CPT utility poles in the intersection. She noted that CPT is scheduled to begin the relocation process on March 21st, and that a revised construction timeline will follow.

### **19<sup>th</sup> and Beall Area Pedestrian Street Safety Improvements**

#### Update on project construction

Ms. Macalino provided an update on project construction, stating that approximately 30 days remain in the contract. She stated that during the punch list items walkthrough, it was determined that additional Quiddity support services would be required.

### Approve Work Authorization No. 2, Amendment No. 1 – Construction Phase Support Services (Quiddity)

Ms. Weesner reviewed a related supplemental Work Authorization No. 2, Amendment No. 1, for additional TXDOT coordination at a cost not to exceed \$25,000.

Upon motion by Director Knight, seconded by Director Zeve, and after full discussion, the Board voted unanimously to approve Amendment No. 1 to Work Authorization No. 2 as presented and to authorize execution by the President.

### **Shepherd/Durham and Selected Cross Streets – Phase 2**

#### Update on project construction

Ms. Hennings provided an update on project construction, noting that the bidding phase is complete. She advised that the City will directly manage construction of the project, and that it is currently in the process of selecting a Construction Management Team.

### Work Authorization No. 12 – Construction Phase Services for Phase 2 (Quiddity)

Ms. Hennings presented and reviewed Work Authorization No. 12, advising that Quiddity will provide construction phase engineering services for the reconstruction of Shepherd Drive, Durham Drive, and selected cross streets between West 15<sup>th</sup> Street and I-10 for an amount not to exceed \$881,800. She noted that the cost for Phase 2 is slightly higher due to its longer duration compared to Phase 1, primarily due to extensive water and wastewater work needed by the City. She stated that the work includes abandoning several lift stations, implementing diversion methods, and constructing a specially designed, larger-than-usual manhole that will provide access to sanitary sewer facilities. She noted that the manhole will be located at the intersection of Durham and 12th Street, and that due to the size, construction in the intersection can be expected to progress

at a slower pace. She advised that measures will be taken to minimize any significant impact on traffic flow during construction. Additionally, she confirmed that communications with impacted property owners are ongoing.

Ms. Weesner then provided an overview of project funding and a detailed explanation of H-GAC Transportation Development Credits (TDCs) that will serve as a substitute for a portion of the required cash match for federal funds.

Upon motion by Director Zeve, seconded by Director Manriquez, and after full discussion, the Board voted unanimously to approve Work Authorization No. 12, as presented.

Ms. Hennings then reviewed with the Board the bid tabulation presented to the City for the project, noting the low bidder, Harper Brothers Construction LLC ("HBC"), in the amount of \$69,716,798.42. She advised HBC has extensive experience for projects of this magnitude.

## **PROJECTS IN DESIGN**

### **Pedestrian Improvements Shepherd at Memorial**

#### Update on project design

Ms. Weesner advised that design and adjacent property owner coordination efforts continue, noting that further traffic signal modifications have been required by the City. She advised that Councilmember Kamin has committed to contributing a portion of her council service funds toward the project and noted that an Infrastructure Reimbursement Agreement would likely be required at a future meeting.

### **Houston Avenue & White Oak Drive Intersection Improvements**

#### Update on project design

Ms. Weesner advised that the design phase for the repair work is complete, and that advertisement of bids for the repair project should commence shortly.

### **North Canal Project**

#### Update on project design

Ms. Weesner provided a brief update on project progress, noting that meetings with funding partners to discuss 60% plans are ongoing.

### **Waugh Drive and South Heights Safety Improvements**

#### Update on project design

Ms. Weesner advised that the City has approved the project with the exception of some design modifications. She reviewed a photographic overview of final design plans and highlighted the City's proposed modifications. She stated that 100% plans will be resubmitted to the City and TGC for coordination to submit to TXDOT by March 6, 2025.

### **White Oak at Greenleaf**

#### Update on project design

Ms. Weesner advised that 90% design plan comments have been received, and 100% plans will also need to be submitted to TXDOT by March 6, 2025.

### **Congressional District 7 Sidewalk Improvement & Zone Wide Safety and Mobility Projects**

#### Update on project design

Ms. Weesner provided an update on the project, stating that the Projects Committee held a kick-off meeting with IDS in January. She noted that a visual evaluation of the sidewalks within the project area has been completed and that a public outreach survey was launched earlier this month. She reviewed the survey responses

received so far and noted that the survey will remain open until March 20th. She stated that the Projects Committee will meet with IDS in April to review draft recommendations, followed by a public outreach meeting in May or June.

### **Westcott Roundabout Greenspace**

#### Update on project design

Ms. Weesner provided a brief update on project design, noting that a preliminary design is ready for submittal to the adjacent property owner who has maintenance responsibilities.

### **PROJECTS IN DEVELOPMENT AND PLANNING**

Ms. Weesner stated that going forward, this section of the agenda will be split into two categories, Projects in Planning, and Projects in Development, since certain projects could remain the planning phase for extended periods of time.

She also advised that at this point in the meeting, the agenda would be taken out of order to accommodate full Board discussion and consultant presentations.

### **18th Street Pedestrian Improvements**

#### Update on project development

Ms. Weesner and Mr. Webb advised that FTA grant funding efforts continue, and that documentation for the project is currently being prepared in anticipation of an FTA transfer.

### **Lorraine Cherry Nature Preserve/White Oak Bayou Connectivity**

#### Update on project development

Ms. Weesner stated that FTA grant funding efforts continue, and that documentation for the project is similarly being prepared in anticipation of an FTA transfer.

### **19<sup>th</sup> Street Reconstruction**

#### Update on project development

Ms. Weesner stated that an ask for grant funding was submitted to H-GAC, but engineering phase projects were not awarded. She stated that, although the project is not officially moving forward at this time, there is still a possibility for other grant funding, possibly a Set-Aside program.

### **Public Facility Evaluation**

#### Update on project development

Ms. Weesner stated that the project scope is firming up after meetings with the City. She advised that 5 possible improvement and repair projects have been identified, including 2 fire stations, a multi-service center, and 2 parks. She stated initial evaluations can be conducted using the GSD evergreen contract.

### **Transportation Alternative Area Wide Study**

#### Update on project development

Ms. Weesner provided an update on project development noting that advertising was delayed due to changes in the RFQ language required by TXDOT based on federal directives. She advised that the required changes have been made, and that advertising should commence soon.

### **Stude Park Improvement**

#### Update on project planning

Ms. Weesner provided an update on project planning.

### Authorize Master Contract for Professional Services

Ms. Weesner and Mr. Kuhl discussed a proposed Master Contract for Professional Services with SWA Group Incorporated ("SWA"). Ms. Weesner noted that the contract review process has taken longer than expected and that additional details still need to be resolved before final approval. She explained that the Board has the option to schedule a special meeting to approve the contract in March, or delegate authority to the Projects Committee for additional review and authorize the President to proceed with finalization of the contract. Mr. Kuhl stated that the contract as contained in the meeting packet is essentially in final form, with the possible exception of a few minor changes. He advised that the contract primarily awaits final approval from SWA. He further added that if final approval cannot be attained, the Board may conclude negotiations and consider engaging the next-ranked candidate.

Upon motion by Director Manriquez, seconded by Director Zeve, and after full discussion, the Board voted unanimously to direct the Projects Committee to review any necessary changes in the proposed SWA contract with the President and further to authorize the President to finally approve and execute the contract as appropriate.

### Authorize Work Order No. 1 – Stude Park Framework

Ms. Weesner stated that if the SWA Master Contract is finalized, a related initial Work Order is ready to go. She then reviewed a proposed Work Order No. 1, advising that SWA will provide services for the development of conceptual design plans for improvements to Stude Park, for an amount not to exceed \$205,000. Upon motion by Director Manriquez, seconded by Director Hale-Harris, and after full discussion, the Board voted unanimously to authorize the President to approve and execute Work Order No. 1, provided the Master Contract is finalized.

### **Traffic Safety Improvements at Washington/Westcott between I-10 and 610**

#### Update on project development

Ms. Moran presented the findings of a traffic and safety study conducted along the Washington Avenue and Westcott Street corridors. The study focused on vehicle, bicycle, and pedestrian activity, roundabout operations, and crash analysis. She noted that both traffic safety data and community feedback highlighted traffic safety and the preservation of neighborhood character as primary concerns.

Ms. Moran reviewed several safety and connectivity issues identified within the proposed project area, including excessive signage in the roundabout, lack of bike lanes and related facilities, deteriorating or missing pedestrian ramps, faded roadway striping, underutilized crosswalks, and insufficient sidewalks relative to the number of residential properties, particularly on the west side of Westcott Street. She also reviewed TXDOT crash data, street light functionality, dedicated pedestrian, bike, and transit facilities, posted speed limits, and surrounding land uses.

Ms. Moran then discussed proven safety countermeasures and recommended specific improvements within the proposed project area. She suggested installing high-visibility crosswalks, push-button activated rectangular rapid flashing beacons (RRFBs), designated turn lanes, traffic signals, and advance yield markings to reduce crashes and improve pedestrian safety. She also recommended adding designated bike lanes, expanding sidewalks or shared-use paths, and updating pavement markings and striping.

Chair Lents stated that the Projects Committee and Ms. Weesner would continue review of the recommendations and bring preliminary concepts to the Board for further consideration. She noted that, due to the complexities of the proposed project area, including existing infrastructure and site constraints, it was important to first assess feasibility and determine City interest in the project scope.

### **CLOSE OUT ACTIVITIES**

#### **Mobility Study for Shepherd/Durham Cross Streets, 8<sup>th</sup> Street to White Oak Bayou area, and 18<sup>th</sup>, 19<sup>th</sup>, and 20<sup>th</sup> Streets west of Durham**

#### Update on project

Ms. Weesner advised that the mobility study is complete and has been posted for community review.

## **GRANT APPLICATIONS**

Mr. Webb advised that a preliminary application has been submitted to TXDOT for the Transportation Alternatives program to improve the trail systems along Nicholson and the MKT. He pointed out that several areas along Nicholson currently lack sidewalks or designated paths, including a particularly hazardous segment between 18th and 16th Streets where the trail transitions to an on-street facility. The proposed project includes funding to convert that section back into a shared-use path.

Mr. Webb also highlighted key elements of the possible project that address issues similar to those identified in the Washington Avenue and Westcott Street corridors, such as missing ramps, inadequate signage, and poorly lit crossings. He noted an additional area of concern where the trail ends abruptly north of 23rd Street and confirmed that the project scope includes plans to extend the trail further in that direction. He advised that TXDOT will review a pre-application and provide guidance on submission of a full application.

## **COMMUNICATIONS**

### **Receive update from Communications Committee**

Director Hale-Harris reviewed Authority communication and social media actions including website updates. She discussed ways to make the website more user-friendly, noting that the goal is to highlight key projects and updates, making it easier for residents to stay informed and connect with community leaders.

## **EXECUTIVE SESSION**

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

## **ADJOURNMENT**

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

---

Secretary  
Memorial-Heights Redevelopment Authority

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

**FEBRUARY 27, 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 27<sup>th</sup> day of February, 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 Stein.

Also present for the meeting were:

**Staff & Consultants:** Sherry Weesner, President of the Memorial-Heights Redevelopment Authority (the “Authority”); Kristen Hennings, Matt Kainer, Erin Williford, Victoria Macalino, and Emily Moran of Quiddity-1, Inc. (“Quiddity”); Jim Webb of The Goodman Corporation (“TGC”); Melissa Morton of The Morton Accounting Services (“TMAS”); John Kuhl and Audrey Lyons of Sanford Kuhl Hagan Kugle Parker Kahn LLP (“SKLaw”).

**Government Entities:** Linda Trevino and Colin Gary of Houston METRO; Tina Ortiz of Houston Parks and Recreation Department;

**Community Entities and General Public:** Kevin Strickland of Super Neighborhood 15 – Greater Heights; Marie Carlisle of Super Neighborhood 14 – Lazybrook/Timbergrove; and Kori Hale.

**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 expressed gratitude to Ms. Weesner and members of the Board for their attendance at the recent Super Neighborhood 15 meeting and providing a status report on Shepherd/Durham Phase 2 and other Authority projects. He also recognized coordination efforts with CenterPoint Energy (“CPT”) and the accommodations regarding the relocation of large utility poles.

Ms. Carlisle concurred with Mr. Strickland and extended her appreciation to Ms. Weesner for her dedicated community engagement efforts.

Ms. Weesner acknowledged Mr. Gary, who introduced himself as METRO’s new public relations contact. Ms. Trevino stated that, while she transitions her focus to inner-city construction initiatives, collaboration among METRO representatives will remain a priority.

**CONSENT AGENDA**

- a. Approve Zone minutes of December 6, 2024;

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

**AUTHORIZE PREPARATION OF BUDGET**

The next item on the agenda was to authorize preparation of the budget for fiscal year ending June 30, 2026. Ms. Weesner reviewed the process and timeframe for budget submission. Upon motion by Director Zeve, seconded by Director Knight, and after full discussion, the Board voted unanimously to authorize preparation of the budget for the fiscal year ending June 30, 2026.

**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

DRAFT





**Memorial Heights Redevelopment Authority**  
**Monthly Financial Report Summary**  
**April Board Meeting**  
**Thursday, April 24, 2025**

At the beginning of February, the Memorial Heights Redevelopment Authority (TIRZ #5) beginning Operating Fund Balance was \$58,952,594. TIRZ #5 received a total of \$841,503 mainly from grant income (\$653,086). During the period, TIRZ #5 processed \$3,167,954 in disbursements during the period. 96% of the disbursements related to disbursements to SER Construction (\$2,11,556), and CDM Smith (\$366,569), for CIP Projects, and Hanover (\$473,690) for Developer Reimbursement. The ending balance as of month end February 28, 2025 was \$56,626,143.

At the beginning of March, the Memorial Heights Redevelopment Authority (TIRZ #5) beginning Operating Fund Balance was \$56,626,143. TIRZ #5 received a total of \$1,731,391 mainly from grant income (\$1,535,084). During the period, TIRZ #5 processed \$607,488 in disbursements during the period. 97% of the disbursements related to disbursements to Regions Corporate Trust (\$586,613) for Debt Service Payment. The ending balance as of month end March 31, 2025 was \$57,750,046.

The invoices pending approval total \$2,334,028.59. See attached "Unpaid Bills Detail" Report for invoices pending approval on pages 3 and 4. Invoices paid in between board meetings and the respective invoices are in the Appendix.

There was \$2,940,084 spent for Capital Projects for the period. The projects that utilized the majority of the funding was T-0523A Shepherd/Durham & Selected Cross streets (\$2,810,189). See attached "Capital Improvement Projects" Report on pages 5 and 6.

**Memorial Heights Redevelopment Authority  
General Operating Fund  
As of February 28, 2025**

**General Operating Fund**

<b>BEGINNING BALANCE</b>		\$ 58,952,594.09
<b>REVENUE</b>		
Frost Money Market Interest	64.91	Interest
TexPool	130,080.99	Interest
FHWA Treas	653,086.11	Grant Income
Regions Project Fund	55,808.19	Interest
Regions Debt Service Fund	2,462.42	Interest
Frost Money Market Interest	5.69	Interest
TexPool	143,804.61	Interest
FHWA Treas	1,535,084.00	Grant Income
Regions Project Fund	50,278.49	Interest
Regions Debt Service Fund	2,218.43	Interest
<b>Total Revenue</b>		2,572,893.84
<b>DISBURSEMENTS</b>		
ACH Schwab Retirement	1,925.00	Retirement
ACH Hanover	473,689.93	Developer
ACH Quickbooks Payroll Service	12,873.44	Admin Payroll
ACH United States Treasury	8,001.78	Payroll Taxes
ACH Commerce Bank	82.76	Credit Card
ACH Equi Tax	5,308.20	Tax Consulting
ACH SER Construction	778,283.71	Capital Projects
ACH CDM Smith	109,377.13	Capital Projects
ACH Goodman	24,939.43	Engineering Consultant
ACH Hunton Andrews Kurth	6,699.00	Legal Invoices
ACH Medley	2,013.86	Marketing Retainer
ACH Quiddity Engineering	27,637.26	Capital Projects
ACH Sanford Kuhl Hagan Kugle Parker	21,544.10	Legal Invoices
ACH The Morton Accounting Services	5,114.37	CPA Services
ACH CDM Smith	257,192.31	Capital Projects
ACH SER Construction	1,433,271.66	Capital Projects
ACH Quickbooks Payroll Service	12,873.45	Admin Payroll
ACH United States Treasury	8,001.76	Payroll Taxes
ACH Regions Corporate Trust	586,612.51	Debt Service Payment
<b>Total Disbursements</b>		3,775,441.66
<b>ENDING BALANCE</b>		\$ 57,750,046.27
		<b>February 28, 2025 Balance</b>
<b>LOCATION OF ASSETS</b>		
Frost Checking		2,897,136.80
Frost Money Mkt		186,104.54
Frost Project Fund		465.00
Regions Debt Service Fund		91,482.19
Regions Project Fund		15,368,306.74
TexPool Investment		39,206,551.00
<b>Total Account Balance</b>		\$ 57,750,046.27

**Memorial Heights Redevelopment Authority**  
**Unpaid Bills Detail**  
**As of April 16, 2025**

Type	Date	Num	Memo	Due Date	Open Balance
<b>CDM Smith Inc.</b>					
Bill	02/28/2025	90230770	Project: Shepherd & Durham Major Investment Project February 2025	03/10/2025	118,094.26
Total CDM Smith Inc.					118,094.26
<b>eLsqrd Media Group</b>					
Bill	04/03/2025	290	Maintenance, Support, Hosting and Email Marketing July 1, 2025 - June 30,2026	04/13/2025	4,788.00
Total eLsqrd Media Group					4,788.00
<b>Goodman Corporation</b>					
Bill	03/31/2025	3-2025-115	MRA109 General Planning Support March 2025	04/10/2025	8,334.12
Bill	03/31/2025	3-2025-67	MRA113 Project - Phase I Construction Phase Grant Mngt March 2025	04/10/2025	9,467.13
Bill	03/31/2025	3-2025-68	MRA119 Project - Task 1 - Right of Way March 2025	04/10/2025	1,100.00
Bill	03/31/2025	3-2025-69	MRA120 Project -HSIP Coordination March 2025	04/10/2025	5,970.72
Bill	03/31/2025	3-2025-70	MRA122 Project -11th Street Use Path March 2025	04/10/2025	641.20
Bill	03/31/2025	3-2025-71	MRA123 Project - Ped Improvements at Shepherd and Memorial March 2025	04/10/2025	884.40
Bill	03/31/2025	3-2025-72	MRA125 Project -TxDOT TA Planning March 2025	04/10/2025	344.60
Bill	03/31/2025	3-2025-73	MRA126 Project -Project Coordination & Grant Mgmt Support HSIP FY2025 March 2025	04/10/2025	2,433.26
Bill	03/31/2025	3-2025-74	MRA127 Project -Safe Sidewalk & Path Connections March 2025	04/10/2025	400.92
Bill	03/31/2025	3-2025-75	MRA129 Project- W18th Street Sidewalks March 2025	04/10/2025	422.85
Total Goodman Corporation					29,999.20
<b>Medley Inc.</b>					
Bill	04/09/2025	1350	Monthly Digital Retainer - APR 2024	04/19/2025	2,013.86
Total Medley Inc.					2,013.86
<b>Quiddity Engineering, LLC</b>					
Bill	02/28/2025	ARIV1034...	Project Number: 14760-0001-00 February 1 - February 28, 2025	03/10/2025	6,691.25
Bill	02/28/2025	ARIV1034...	T0523A Shepherd Durham Cross Streets -Final Design Phase 2 Through February 28, 2025	03/10/2025	3,926.25
Bill	02/28/2025	ARIV1034...	T0523A Shepherd Durham Cross Streets - Phase 1 CPS Through February 28, 2025	03/10/2025	961.48
Bill	02/28/2025	ARIV1034...	T0510 Shepherd at Memorial - Through February 28, 2025	03/10/2025	2,768.50
Bill	02/28/2025	ARIV1034...	T0535 Waugh Safety - Through February 28, 2025	03/10/2025	15,379.50
Bill	02/28/2025	ARIV1035...	T-0541 White Oak at Greenleaf - Through February 28, 2025	03/10/2025	2,372.50
Bill	02/28/2025	ARIV1035...	T0521 Little Thicket - Through February 28, 2025	03/10/2025	6,192.15
Bill	02/28/2025	ARIV1034...	P-2025 Work Authorization No 1 - Westcott and Washington Traffic Study Through February ...	03/10/2025	4,091.25
Bill	03/31/2025	ARIV1035...	Project Number: 14760-0001-00 March 1 - March 31, 2025	04/10/2025	3,418.75
Bill	03/31/2025	ARIV1035...	T0523A Shepherd Durham Cross Streets -Final Design Phase 2 Mar 31, 2025	04/10/2025	19,669.02
Bill	03/31/2025	ARIV1035...	T0523A Shepherd Durham Cross Streets - Phase 1 CPS Through Mar 31, 2025	04/10/2025	3,642.00
Bill	03/31/2025	ARIV1035...	West 19th Street and Beall Sidewalks - Through Mar 31, 2025	04/10/2025	5,947.50
Bill	03/31/2025	ARIV1035...	T0535 Waugh Safety - Through Mar 31, 2025	04/10/2025	754.50
Bill	03/31/2025	ARIV1035...	T-0541 White Oak at Greenleaf-Through Mar 31, 2025	04/10/2025	978.75
Bill	03/31/2025	ARIV1035...	T0521 Little Thicket-Through Mar 31, 2025	04/10/2025	9,002.65
Bill	03/31/2025	ARIV1035...	P-2025 Westcott and Washington Traffic Study Through Mar 31, 2025	04/10/2025	1,271.25
Total Quiddity Engineering, LLC					87,067.30
<b>Regions Corporate Trust</b>					
Bill	04/14/2025	121791- #...	Annual Fee - Bond	04/24/2025	3,500.00
Total Regions Corporate Trust					3,500.00
<b>Sanford Kuhl Hagan Kugle Parker Kahn</b>					
Bill	02/28/2025	25-0364	Admin/Meeting through February 28, 2025	03/10/2025	1,880.00
Bill	02/28/2025	25-0365	Legal services through February 28, 2025	03/10/2025	6,947.95
Bill	02/28/2025	25-0366	Legal services through February 28, 2025	03/10/2025	416.25
Bill	02/28/2025	25-0367	Legal services through February 28, 2025	03/10/2025	195.00
Bill	02/28/2025	25-0368	Legal services through February 28, 2025	03/10/2025	1,261.25
Bill	02/28/2025	25-0369	Legal services through February 28, 2025	03/10/2025	62.50
Bill	02/28/2025	25-0370	Legal services through February 28, 2025	03/10/2025	447.50
Bill	02/28/2025	25-0371	Legal services through February 28, 2025	03/10/2025	195.00
Bill	02/28/2025	25-0372	Legal services through February 28, 2025	03/10/2025	5,801.50
Total Sanford Kuhl Hagan Kugle Parker Kahn					17,206.95
<b>SER Construction</b>					
Bill	02/28/2025	Pay Est #34	Shepherd Dr, Durham Dr, Selected Cross Streets Phase 1 February 2025	03/10/2025	1,343,515.86
Total SER Construction					1,343,515.86
<b>Sovereign Regent Square LLC</b>					
Bill	11/30/2024	Reimburs...	Developer Reimbursement 2024(Construction Cost)	12/10/2024	725,202.13
Total Sovereign Regent Square LLC					725,202.13
<b>The Morton Accounting Services</b>					
Bill	03/31/2025	2697	March 2025 CPA Services	04/10/2025	1,961.03
Total The Morton Accounting Services					1,961.03

**Memorial Heights Redevelopment Authority**  
**Unpaid Bills Detail**  
As of April 16, 2025

Type	Date	Num	Memo	Due Date	Open Balance
<b>Urban Land Institute</b>					
Bill	03/31/2025	6029351	Sherry Weesner Membership #1149574	04/10/2025	680.00
Total Urban Land Institute					680.00
<b>TOTAL</b>					<b><u>2,334,028.59</u></b>

**Memorial Heights Redevelopment Authority**  
**Capital Improvement Projects**  
February through March 2025

04/16/25

Accrual Basis

Type	Date	Num	Name	Memo	Amount
<b>Capital Improvement Plan</b>					
<b>T-0510 Buffalo to White Oak Tra</b>					
Bill	02/28/2025	ARIV103...	Quiddity Engineering, L...	T0510 Shepherd at Memorial - Through February 28...	2,768.50
Total T-0510 Buffalo to White Oak Tra					2,768.50
<b>T-0520 Houston Ave &amp; White Oak</b>					
Bill	02/01/2025	25-0236	Sanford Kuhl Hagan Ku...	T-0520 Houston Ave/White Oak January 31, 2025	281.25
Bill	02/28/2025	25-0366	Sanford Kuhl Hagan Ku...	T-0520 Houston Ave/White Oak February 28, 2025	416.25
Total T-0520 Houston Ave & White Oak					697.50
<b>T-0521 Little Thicket Park Impr</b>					
Bill	02/01/2025	ARIV103...	Quiddity Engineering, L...	T0521 Little Thicket - Through January 31, 2025	145.00
Bill	02/01/2025	25-0237	Sanford Kuhl Hagan Ku...	Little Thicket Park January 31, 2025	187.50
Bill	02/28/2025	Pay Req ...	Landscape Art, Inc	WBS No. F-000936-0001-3 Payment Request No. 1...	27,212.77
Bill	02/28/2025	ARIV103...	Quiddity Engineering, L...	T0521 Little Thicket - Through February 28, 2025	6,192.15
Bill	02/28/2025	25-0367	Sanford Kuhl Hagan Ku...	Little Thicket Park February 28, 2025	195.00
Bill	03/31/2025	Pay Req ...	Landscape Art, Inc	WBS No. F-000936-0001-3 Payment Request No. 2...	24,699.25
Bill	03/31/2025	ARIV103...	Quiddity Engineering, L...	T0521 Little Thicket-Through Mar 31, 2025	9,002.65
Total T-0521 Little Thicket Park Impr					67,634.32
<b>T-0523A Shepherd Durham &amp; Cross</b>					
Bill	02/01/2025	ARIV103...	Quiddity Engineering, L...	T0523A Shepherd Durham Cross Streets -Final Des...	17,649.98
Bill	02/01/2025	ARIV103...	Quiddity Engineering, L...	T0523A Shepherd Durham Cross Streets -Final Des...	530.00
Bill	02/01/2025	ARIV103...	Quiddity Engineering, L...	Total Fee - \$364,200	3,642.00
Bill	02/01/2025	25-0238	Sanford Kuhl Hagan Ku...	Shepher/Durham Recon January 31, 2025	845.00
Bill	02/01/2025	90230393	CDM Smith Inc.	Project: Shepherd & Durham Major Investment Proj...	112,169.53
Bill	02/28/2025	2-2025-49	Goodman Corporation	-MULTIPLE-	9,468.96
Bill	02/28/2025	2-2025-90	Goodman Corporation	MRA118 Right of Way Acquisition \$57,960	2,866.50
Bill	02/28/2025	2-2025-91	Goodman Corporation	MRA 121 Task 1 - \$6,731	67.31
Bill	02/28/2025	2-2025-50	Goodman Corporation	-MULTIPLE-	320.60
Bill	02/28/2025	2-2025-51	Goodman Corporation	-MULTIPLE-	689.20
Bill	02/28/2025	2-2025-52	Goodman Corporation	-MULTIPLE-	2,788.91
Bill	02/28/2025	2-2025-53	Goodman Corporation	-MULTIPLE-	13,591.60
Bill	02/28/2025	131823420	Hunton Andrews Kurth	Nicholas Litinas Legal Services Through 02.28.25	1,235.00
Bill	02/28/2025	Pay Est ...	SER Construction	Shepherd Dr, Durham Dr, Selected Cross Streets P...	1,131,588.88
Bill	02/28/2025	90230770	CDM Smith Inc.	Project: Shepherd & Durham Major Investment Proj...	118,094.26
Bill	02/28/2025	ARIV103...	Quiddity Engineering, L...	T0523A Shepherd Durham Cross Streets -Final Des...	3,926.25
Bill	02/28/2025	ARIV103...	Quiddity Engineering, L...	Total Fee - \$364,200	961.48
Bill	02/28/2025	Pay Est ...	SER Construction	Shepherd Dr, Durham Dr, Selected Cross Streets P...	1,343,515.86
Bill	02/28/2025	25-0368	Sanford Kuhl Hagan Ku...	Shepher/Durham Recon February 28, 2025	1,261.25
Bill	03/31/2025	3-2025-67	Goodman Corporation	-MULTIPLE-	9,467.13
Bill	03/31/2025	3-2025-68	Goodman Corporation	MRA 119 Task 1 New Recipient Doc and Facilitation...	1,100.00
Bill	03/31/2025	3-2025-69	Goodman Corporation	-MULTIPLE-	5,970.72
Bill	03/31/2025	3-2025-70	Goodman Corporation	-MULTIPLE-	641.20
Bill	03/31/2025	3-2025-71	Goodman Corporation	-MULTIPLE-	884.40
Bill	03/31/2025	3-2025-72	Goodman Corporation	-MULTIPLE-	344.60
Bill	03/31/2025	3-2025-73	Goodman Corporation	-MULTIPLE-	2,433.26
Bill	03/31/2025	3-2025-74	Goodman Corporation	-MULTIPLE-	400.92
Bill	03/31/2025	3-2025-75	Goodman Corporation	-MULTIPLE-	422.85
Bill	03/31/2025	ARIV103...	Quiddity Engineering, L...	T0523A Shepherd Durham Cross Streets -Final Des...	19,669.02
Bill	03/31/2025	ARIV103...	Quiddity Engineering, L...	Total Fee - \$364,200	3,642.00
Total T-0523A Shepherd Durham & Cross					2,810,188.67
<b>T-0526 Stude Park Improvement</b>					
Bill	02/01/2025	25-0240	Sanford Kuhl Hagan Ku...	Stude Park January 31, 2025	455.00
Bill	02/28/2025	25-0372	Sanford Kuhl Hagan Ku...	Stude Park February 28, 2025	5,801.50
Total T-0526 Stude Park Improvement					6,256.50
<b>T-0534 West 19th Beall Sidewalk</b>					
Bill	02/01/2025	ARIV103...	Quiddity Engineering, L...	Total Fee \$60,100	19,624.71
Bill	02/28/2025	25-0369	Sanford Kuhl Hagan Ku...	19th St Safety February 28, 2025	62.50
Bill	03/31/2025	ARIV103...	Quiddity Engineering, L...	Total Fee \$60,100	5,947.50
Total T-0534 West 19th Beall Sidewalk					25,634.71

**Memorial Heights Redevelopment Authority**  
**Capital Improvement Projects**  
 February through March 2025

Type	Date	Num	Name	Memo	Amount
<b>T-0535 Safety &amp; Mobility Imp</b>					
Bill	02/28/2025	ARIV103...	Quiddity Engineering, L...	T0535 Waugh Safety - Through February 28, 2025	15,379.50
Bill	03/31/2025	ARIV103...	Quiddity Engineering, L...	T0535 Waugh Safety - Through Mar 31, 2025	754.50
Total T-0535 Safety & Mobility Imp					16,134.00
<b>T-0540 11th St Side Path</b>					
Bill	02/01/2025	25-0239	Sanford Kuhl Hagan Ku...	T-0540 Loraine Cherry January 31, 2025	250.00
Bill	02/28/2025	25-0370	Sanford Kuhl Hagan Ku...	T-0540 Loraine Cherry February 28, 2025	447.50
Total T-0540 11th St Side Path					697.50
<b>T-0541 White Oak @ Greenleaf</b>					
Bill	02/01/2025	ARIV103...	Quiddity Engineering, L...	T-0541 White Oak at Greenleaf - Through January 3...	1,647.50
Bill	02/28/2025	ARIV103...	Quiddity Engineering, L...	T-0541 White Oak at Greenleaf - Through February ...	2,372.50
Bill	03/31/2025	ARIV103...	Quiddity Engineering, L...	T-0541 White Oak at Greenleaf-Through Mar 31, 2025	978.75
Total T-0541 White Oak @ Greenleaf					4,998.75
<b>T-0543 Congressional Dist 7</b>					
Bill	02/28/2025	25-0371	Sanford Kuhl Hagan Ku...	T-543- Sidewalk Improvements February 28, 2025	195.00
Total T-0543 Congressional Dist 7					195.00
<b>T-0544 Westcott Roundabout</b>					
Bill	02/01/2025	ARIV103...	Quiddity Engineering, L...	Westcott Roundabout	4,878.91
Total T-0544 Westcott Roundabout					4,878.91
Total Capital Improvement Plan					2,940,084.36
<b>TOTAL</b>					<b>2,940,084.36</b>

**Memorial Heights Redevelopment Authority**  
**Profit & Loss Prev Year Comparison**  
**July 2024 through March 2025**

Accrual Basis

	Jul '24 - Mar 25	Jul '23 - Mar 24	\$ Change	% Change
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Grant Income	4,219,999.42	4,078,484.20	141,515.22	3.5%
Interest Income	1,198,922.09	810,692.85	388,229.24	47.9%
Interest Income - CIP	539,927.63	1,176,734.02	-636,806.39	-54.1%
Revenue - Other	592,500.00	0.00	592,500.00	100.0%
Tax Increment - City	0.00	134,694.54	-134,694.54	-100.0%
<b>Total Income</b>	6,551,349.14	6,200,605.61	350,743.53	5.7%
<b>Cost of Goods Sold</b>				
<b>Capital Improvement Plan</b>				
T-0510 Buffalo to White Oak Tra	12,704.00	0.00	12,704.00	100.0%
T-0520 Houston Ave & White Oak	1,087.50	0.00	1,087.50	100.0%
T-0521 Little Thicket Park Impr	74,234.32	2,677.50	71,556.82	2,672.5%
T-0522A 18th St & Surrounding	15,037.19	146,428.15	-131,390.96	-89.7%
T-0523 Shepherd/Durham Reconstr	15,000.00	0.00	15,000.00	100.0%
T-0523A Shepherd Durham & Cross	10,885,554.70	11,928,798.88	-1,043,244.18	-8.8%
T-0526 Stude Park Improvement	6,776.50	0.00	6,776.50	100.0%
T-0529 Yale @ Center	0.00	21,252.74	-21,252.74	-100.0%
T-0531 Pedestrian Improv. Const	0.00	4,826.16	-4,826.16	-100.0%
T-0532 Zone Wide Safety & Mob	2,625.00	0.00	2,625.00	100.0%
T-0534 West 19th Beall Sidewalk	77,801.50	608,642.06	-530,840.56	-87.2%
T-0535 Safety & Mobility Imp	29,529.30	7,475.00	22,054.30	295.0%
T-0537 Inf Imps Shep awhite Oak	13,984.55	161,133.32	-147,148.77	-91.3%
T-0538 Transportation Area Stud	873.75	0.00	873.75	100.0%
T-0539 Full Reconstruct Cross	16,885.67	68,142.47	-51,256.80	-75.2%
T-0540 11th St Side Path	1,087.50	0.00	1,087.50	100.0%
T-0541 White Oak @ Greenleaf	31,808.75	0.00	31,808.75	100.0%
T-0543 Congressional Dist 7	7,550.00	0.00	7,550.00	100.0%
T-0544 Westcott Roundabout	13,969.56	14,160.57	-191.01	-1.4%
<b>Total Capital Improvement Plan</b>	11,206,509.79	12,963,536.85	-1,757,027.06	-13.6%
<b>Total COGS</b>	11,206,509.79	12,963,536.85	-1,757,027.06	-13.6%
<b>Gross Profit</b>	-4,655,160.65	-6,762,931.24	2,107,770.59	31.2%
<b>Expense</b>				
<b>Debt Service</b>				
Bond Principal	925,000.00	880,000.00	45,000.00	5.1%
Interest Expense	1,196,350.02	1,241,475.02	-45,125.00	-3.6%
Debt Service - Other	0.00	3,000.00	-3,000.00	-100.0%
<b>Total Debt Service</b>	2,121,350.02	2,124,475.02	-3,125.00	-0.2%
<b>Developer Reimbursement</b>	1,198,892.06	929,662.79	269,229.27	29.0%
<b>Payroll Expenses</b>				
Payroll Taxes	10,599.38	9,133.65	1,465.73	16.1%
Retirement Expense	17,325.00	13,500.00	3,825.00	28.3%
Salary Payroll	173,250.00	135,000.00	38,250.00	28.3%
Payroll Expenses - Other	41.55	24.00	17.55	73.1%
<b>Total Payroll Expenses</b>	201,215.93	157,657.65	43,558.28	27.6%
<b>Program and Project Consultants</b>				
Engineering Consultants	87,223.75	6,779.90	80,443.85	1,186.5%
Legal Expense	46,286.58	74,062.95	-27,776.37	-37.5%
Planning Consultants	67,292.24	88,816.81	-21,524.57	-24.2%
<b>Total Program and Project Consultants</b>	200,802.57	169,659.66	31,142.91	18.4%
<b>TIRZ Administration &amp; Overhead</b>				
Accounting	18,841.58	18,205.58	636.00	3.5%
Administration	8,501.25	8,550.00	-48.75	-0.6%
Auditing	22,750.00	23,750.00	-1,000.00	-4.2%
Office Expenses				
Bank Service Charges	0.00	70.41	-70.41	-100.0%

No assurance is provided on these financial statements

**Memorial Heights Redevelopment Authority**  
**Profit & Loss Prev Year Comparison**  
**July 2024 through March 2025**

Accrual Basis

	<u>Jul '24 - Mar 25</u>	<u>Jul '23 - Mar 24</u>	<u>\$ Change</u>	<u>% Change</u>
Office Expenses - Other	957.12	864.00	93.12	10.8%
<b>Total Office Expenses</b>	<b>957.12</b>	<b>934.41</b>	<b>22.71</b>	<b>2.4%</b>
<b>Tax Consultant</b>	<b>10,018.20</b>	<b>7,928.40</b>	<b>2,089.80</b>	<b>26.4%</b>
<b>Total TIRZ Administration &amp; Overhead</b>	<b>61,068.15</b>	<b>59,368.39</b>	<b>1,699.76</b>	<b>2.9%</b>
<b>Total Expense</b>	<b>3,783,328.73</b>	<b>3,440,823.51</b>	<b>342,505.22</b>	<b>10.0%</b>
<b>Net Ordinary Income</b>	<b>-8,438,489.38</b>	<b>-10,203,754.75</b>	<b>1,765,265.37</b>	<b>17.3%</b>
<b>Net Income</b>	<b><u>-8,438,489.38</u></b>	<b><u>-10,203,754.75</u></b>	<b><u>1,765,265.37</u></b>	<b><u>17.3%</u></b>



# Memorial Heights Redevelopment Authority Balance Sheet Prev Year Comparison

As of March 31, 2025

Accrual Basis

	Mar 31, 25	Mar 31, 24	\$ Change	% Change
<b>ASSETS</b>				
<b>Current Assets</b>				
<b>Checking/Savings</b>				
Frost Bank Checking	2,897,136.80	18,782,538.69	-15,885,401.89	-84.6%
Frost Bank Money Mkt	186,104.54	700,885.34	-514,780.80	-73.5%
Frost Bank Project Fund	465.00	465.00	0.00	0.0%
Regions Debt Service Fund	91,482.19	52,628.73	38,853.46	73.8%
Regions Project Fund	15,368,306.74	14,635,688.60	732,618.14	5.0%
TexPool Investment	39,206,551.00	18,796,416.68	20,410,134.32	108.6%
<b>Total Checking/Savings</b>	57,750,046.27	52,968,623.04	4,781,423.23	9.0%
<b>Other Current Assets</b>				
Due from Other Funds	15,329,795.00	15,329,795.00	0.00	0.0%
<b>Total Other Current Assets</b>	15,329,795.00	15,329,795.00	0.00	0.0%
<b>Total Current Assets</b>	73,079,841.27	68,298,418.04	4,781,423.23	7.0%
<b>Fixed Assets</b>				
Fixed Assets	43,165.60	0.00	43,165.60	100.0%
<b>Total Fixed Assets</b>	43,165.60	0.00	43,165.60	100.0%
<b>TOTAL ASSETS</b>	<b>73,123,006.87</b>	<b>68,298,418.04</b>	<b>4,824,588.83</b>	<b>7.1%</b>
<b>LIABILITIES &amp; EQUITY</b>				
<b>Liabilities</b>				
<b>Current Liabilities</b>				
<b>Accounts Payable</b>				
Accounts Payable	3,747,020.23	4,157,288.55	-410,268.32	-9.9%
<b>Total Accounts Payable</b>	3,747,020.23	4,157,288.55	-410,268.32	-9.9%
<b>Other Current Liabilities</b>				
Due to Other Funds	15,329,795.00	15,329,795.00	0.00	0.0%
Payroll Liabilities	3,976.00	7,590.50	-3,614.50	-47.6%
Retainage Payable	1,917,984.46	0.00	1,917,984.46	100.0%
<b>Total Other Current Liabilities</b>	17,251,755.46	15,337,385.50	1,914,369.96	12.5%
<b>Total Current Liabilities</b>	20,998,775.69	19,494,674.05	1,504,101.64	7.7%
<b>Total Liabilities</b>	20,998,775.69	19,494,674.05	1,504,101.64	7.7%
<b>Equity</b>				
Fund Balance Equity CIP	31,539,040.94	31,539,040.94	0.00	0.0%
Retained Earnings	29,023,679.62	27,468,457.80	1,555,221.82	5.7%
Net Income	-8,438,489.38	-10,203,754.75	1,765,265.37	17.3%
<b>Total Equity</b>	52,124,231.18	48,803,743.99	3,320,487.19	6.8%
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>73,123,006.87</b>	<b>68,298,418.04</b>	<b>4,824,588.83</b>	<b>7.1%</b>

# Memorial Heights Redevelopment Authority

## Profit & Loss Detail

July 2024 through March 2025

Accrual Basis

Type	Date	Num	Name	Memo	Amount
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>Grant Income</b>					
Gene...	07/01/2024	CPA 24-2R	FHWA Treasury	Grant income unreceived at year end per Goodm...	-1,400,232.32
Gene...	07/01/2024	CPA 24-2R	FHWA Treasury	Grant income unreceived at year end per Goodm...	-1,266,837.12
Gene...	07/01/2024	CPA 24-2R	FHWA Treasury	Grant income unreceived at year end per Goodm...	-889,016.65
Deposit	08/02/2024	ACH		FHWA Treas 310 Misc Pay	1,400,232.32
Deposit	08/14/2024	ACH		FHWA Treas 310 Misc Pay	1,266,837.12
Deposit	09/17/2024	ACH		FHWA Treas 310 Misc Pay	889,016.65
Deposit	11/04/2024	ACH		FHWA Treas 310 Misc Pay	535,657.32
Deposit	11/13/2024	ACH		FHWA Treas 310 Misc Pay	971,199.37
Deposit	01/14/2025	ACH		FHWA Treas 310 Misc Pay	524,972.62
Deposit	02/12/2025	ACH		FHWA Treas 310 Misc Pay	653,086.11
Deposit	03/10/2025	ACH		FHWA Treas 310 Misc Pay	538,015.71
Deposit	03/25/2025	ACH		FHWA Treas 310 Misc Pay	997,068.29
Total Grant Income					4,219,999.42
<b>Interest Income</b>					
Deposit	07/31/2024			Interest	86,015.23
Deposit	07/31/2024			Interest	42.75
Deposit	07/31/2024			Interest	3,256.58
Deposit	08/31/2024			Interest	86,085.37
Deposit	08/31/2024			Interest	9,623.78
Deposit	08/31/2024			Interest	42.75
Deposit	09/30/2024			Interest	74.12
Deposit	09/30/2024			Interest	110,084.81
Deposit	09/30/2024			Interest	9,636.80
Deposit	10/31/2024			Interest	3,171.23
Deposit	10/31/2024			Interest	211.59
Deposit	10/31/2024			Interest	159,935.04
Deposit	11/30/2024			Interest	118.07
Deposit	11/30/2024			Interest	2,708.11
Deposit	11/30/2024			Interest	149,638.42
Deposit	12/31/2024			Interest	2,535.35
Deposit	12/31/2024			Interest	149,674.44
Deposit	12/31/2024			Interest	107.65
Deposit	01/31/2025			Interest	144,682.20
Deposit	01/31/2025			Interest	2,548.96
Deposit	01/31/2025			Interest	91.79
Deposit	02/28/2025			Interest	64.91
Deposit	02/28/2025			Interest	2,462.42
Deposit	02/28/2025			Interest	130,080.99
Deposit	03/31/2025			Interest	5.69
Deposit	03/31/2025			Interest	143,804.61
Deposit	03/31/2025			Interest	2,218.43
Total Interest Income					1,198,922.09
<b>Interest Income - CIP</b>					
Deposit	07/31/2024			Interest	63,441.89
Deposit	08/31/2024			Interest	65,797.80
Deposit	09/30/2024			Interest	65,892.69
Deposit	10/31/2024			Interest	62,100.18
Deposit	11/30/2024			Interest	61,377.74
Deposit	12/31/2024			Interest	57,461.07
Deposit	01/31/2025			Interest	57,769.58
Deposit	02/28/2025			Interest	55,808.19
Deposit	03/31/2025			Interest	50,278.49
Total Interest Income - CIP					539,927.63
<b>Revenue - Other</b>					
Invoice	11/12/2024	300	City of Houston Cust.	The City shall contribute \$550,000.00 for Project...	550,000.00
Deposit	12/13/2024		Argo Group US	Tree Damage 05.02.2016	42,500.00
Total Revenue - Other					592,500.00
Total Income					6,551,349.14

No assurance is provided on these financial statements

**Memorial Heights Redevelopment Authority**  
**Profit & Loss Detail**  
**July 2024 through March 2025**

Accrual Basis

Type	Date	Num	Name	Memo	Amount
<b>Cost of Goods Sold</b>					
<b>Capital Improvement Plan</b>					
<b>T-0510 Buffalo to White Oak Tra</b>					
Bill	07/31/2024	ARIV10225...	Quiddity Engineering, ...	T0510 Shepherd at Memorial - Through July 26, 2...	498.00
Bill	08/31/2024	ARIV10245...	Quiddity Engineering, ...	T0510 Shepherd at Memorial - Through August 2...	2,936.25
Bill	09/30/2024	ARIV10260...	Quiddity Engineering, ...	T0510 Shepherd at Memorial - Through Septemb...	4,450.00
Bill	10/31/2024	ARIV10272...	Quiddity Engineering, ...	T0510 Shepherd at Memorial - Through October 1...	1,915.00
Bill	11/30/2024	ARIV10289...	Quiddity Engineering, ...	T0510 Shepherd at Memorial - Through Novembe...	136.25
Bill	02/28/2025	ARIV10345...	Quiddity Engineering, ...	T0510 Shepherd at Memorial - Through February ...	2,768.50
Total T-0510 Buffalo to White Oak Tra					12,704.00
<b>T-0520 Houston Ave &amp; White Oak</b>					
Bill	11/01/2024	24-1410	Sanford Kuhl Hagan K...	T-0520 Houston Ave/White Oak September 2024	390.00
Bill	02/01/2025	25-0236	Sanford Kuhl Hagan K...	T-0520 Houston Ave/White Oak January 31, 2025	281.25
Bill	02/28/2025	25-0366	Sanford Kuhl Hagan K...	T-0520 Houston Ave/White Oak February 28, 2025	416.25
Total T-0520 Houston Ave & White Oak					1,087.50
<b>T-0521 Little Thicket Park Impr</b>					
Bill	10/01/2024	24-1281	Sanford Kuhl Hagan K...	Little Thicket Park August 2024	260.00
Bill	10/31/2024	ARIV10272...	Quiddity Engineering, ...	T0521 Little Thicket - Through October 11, 2024	320.00
Bill	11/30/2024	24-1542	Sanford Kuhl Hagan K...	Little Thicket Park October 2024	2,765.00
Bill	11/30/2024	ARIV10289...	Quiddity Engineering, ...	T0521 Little Thicket - Through November 8, 2024	2,010.00
Bill	11/30/2024	24-1661	Sanford Kuhl Hagan K...	Little Thicket Park November 30, 2024	288.75
Bill	11/30/2024	ARIV10303...	Quiddity Engineering, ...	T0521 Little Thicket - Through November 30, 2024	667.50
Bill	12/31/2024	24-1780	Sanford Kuhl Hagan K...	Little Thicket Park December 31, 2024	288.75
Bill	02/01/2025	ARIV10336...	Quiddity Engineering, ...	T0521 Little Thicket - Through January 31, 2025	145.00
Bill	02/01/2025	25-0237	Sanford Kuhl Hagan K...	Little Thicket Park January 31, 2025	187.50
Bill	02/28/2025	Pay Req N...	Landscape Art, Inc	WBS No. F-000936-0001-3 Payment Request No....	27,212.77
Bill	02/28/2025	ARIV10351...	Quiddity Engineering, ...	T0521 Little Thicket - Through February 28, 2025	6,192.15
Bill	02/28/2025	25-0367	Sanford Kuhl Hagan K...	Little Thicket Park February 28, 2025	195.00
Bill	03/31/2025	Pay Req N...	Landscape Art, Inc	WBS No. F-000936-0001-3 Payment Request No....	24,699.25
Bill	03/31/2025	ARIV10353...	Quiddity Engineering, ...	T0521 Little Thicket-Through Mar 31, 2025	9,002.65
Total T-0521 Little Thicket Park Impr					74,234.32
<b>T-0522A 18th St &amp; Surrounding</b>					
Bill	07/31/2024	ARIV10225...	Quiddity Engineering, ...	Total Fee \$198,517.60	5,186.22
Bill	08/31/2024	ARIV10242...	Quiddity Engineering, ...	Total Fee \$198,517.60	129.80
Bill	09/30/2024	ARIV10260...	Quiddity Engineering, ...	Total Fee \$198,517.60	9,558.92
Bill	11/30/2024	ARIV10303...	Quiddity Engineering, ...	Total Fee \$198,517.60	162.25
Total T-0522A 18th St & Surrounding					15,037.19
<b>T-0523 Shepherd/Durham Reconstr</b>					
Bill	10/01/2024	CSJ 0912-...	Texas Department of ...	White Oak Bayou Safety & Access Study	15,000.00
Total T-0523 Shepherd/Durham Reconstr					15,000.00
<b>T-0523A Shepherd Durham &amp; Cross</b>					
Bill	07/31/2024	7-2024-57	Goodman Corporation	MRA113 Task 1 - \$127,929	3,070.30
Bill	07/31/2024	7-2024-57	Goodman Corporation	MRA113 Task 2 - \$172,439	4,655.85
Bill	07/31/2024	7-2024-57	Goodman Corporation	MRA113 Task 3 - \$72,617	1,742.81
Bill	07/31/2024	7-2024-99	Goodman Corporation	MRA118 Right of Way Acquisition	4,772.25
Bill	07/31/2024	7-2024-58	Goodman Corporation	MRA120 Task 1 - \$10,901	109.01
Bill	07/31/2024	7-2024-58	Goodman Corporation	MRA120 Task 2 - \$23,922	119.61
Bill	07/31/2024	7-2024-58	Goodman Corporation	MRA120 Task 3 - \$28,432	284.32
Bill	07/31/2024	7-2024-58	Goodman Corporation	MRA120 Task 4 - \$31,329	0.00
Bill	07/31/2024	7-2024-58	Goodman Corporation	MRA120 Task 5 - \$8,161	0.00
Bill	07/31/2024	7-2024-58	Goodman Corporation	MRA120 Task 6 - \$5,270	0.00
Bill	07/31/2024	7-2024-58	Goodman Corporation	MRA120 Task 7 - \$8,160	0.00
Bill	07/31/2024	7-2024-59	Goodman Corporation	MRA121 Project - Limited Bid & Construction Pha...	336.55
Bill	07/31/2024	7-2024-60	Goodman Corporation	MRA122 Task 1 - \$32,060	641.20
Bill	07/31/2024	7-2024-60	Goodman Corporation	MRA122 Task 2 - \$19,458	0.00
Bill	07/31/2024	7-2024-60	Goodman Corporation	MRA122 Task 3 - \$14,582	0.00
Bill	07/31/2024	7-2024-60	Goodman Corporation	MRA122 Task 4 - \$34,308	0.00
Bill	07/31/2024	7-2024-60	Goodman Corporation	MRA122 Task 5 - \$15,003	0.00
Bill	07/31/2024	7-2024-61	Goodman Corporation	MRA124 Project - Tax Increment Revenue Analys...	1,198.00
Bill	07/31/2024	7-2024-62	Goodman Corporation	MRA125 Task 1 - \$3,012	602.40

No assurance is provided on these financial statements

**Memorial Heights Redevelopment Authority**  
**Profit & Loss Detail**  
**July 2024 through March 2025**

Accrual Basis

Type	Date	Num	Name	Memo	Amount
Bill	07/31/2024	7-2024-62	Goodman Corporation	MRA125 Task 2 - \$6,892	344.60
Bill	07/31/2024	7-2024-62	Goodman Corporation	MRA125 Task 3 - \$5,067	0.00
Bill	07/31/2024	7-2024-63	Goodman Corporation	MRA126 Task 1 - \$3,607	36.07
Bill	07/31/2024	7-2024-63	Goodman Corporation	MRA126 Task 2 - \$6,818	340.90
Bill	07/31/2024	7-2024-63	Goodman Corporation	MRA126 Task 3 - \$8,881	0.00
Bill	07/31/2024	7-2024-63	Goodman Corporation	MRA126 Task 4 - \$11,725	0.00
Bill	07/31/2024	7-2024-63	Goodman Corporation	MRA 126 Task 5 - \$7,596	37.98
Bill	07/31/2024	7-2024-64	Goodman Corporation	MRA127 Task 1 - \$3,842	960.50
Bill	07/31/2024	7-2024-64	Goodman Corporation	MRA127 Task 2 - \$14,088	0.00
Bill	07/31/2024	7-2024-64	Goodman Corporation	MRA127 Task 3 - \$10,486	0.00
Bill	07/31/2024	7-2024-64	Goodman Corporation	MRA127 Task 4 - \$5,958	0.00
Bill	07/31/2024	7-2024-64	Goodman Corporation	MRA 127 Task 5 - \$16,492	0.00
Bill	07/31/2024	24-1128	Sanford Kuhl Hagan K...	Shepher/Durham Recon July 2024	1,105.00
Bill	07/31/2024	ARIV10225...	Quiddity Engineering, ...	T0523A Shepherd Durham Cross Streets -Final D...	1,585.67
Bill	07/31/2024	ARIV10225...	Quiddity Engineering, ...	Total Fee - \$364,200	3,803.36
Bill	07/31/2024	131817341	Hunton Andrews Kurth	TJHuston Properties Legal Services Through 07.3...	4,975.00
Bill	07/31/2024	90213320	CDM Smith Inc.	Project: Shepherd & Durham Major Investment Pr...	113,801.31
Bill	07/31/2024	Pay Est #27	SER Construction	Shepherd Dr, Durham Dr, Selected Cross Streets ...	765,224.74
Bill	08/30/2024	8-2024-58	Goodman Corporation	MRA113 Task 1 - \$127,929	3,070.30
Bill	08/30/2024	8-2024-58	Goodman Corporation	MRA113 Task 2 - \$172,439	4,655.85
Bill	08/30/2024	8-2024-58	Goodman Corporation	MRA113 Task 3 - \$72,617	1,742.81
Bill	08/30/2024	8-2024-117	Goodman Corporation	MRA118 Right of Way Acquisition \$57,960	960.75
Bill	08/30/2024	8-2024-59	Goodman Corporation	MRA120 Task 1 - \$10,901	654.06
Bill	08/30/2024	8-2024-59	Goodman Corporation	MRA120 Task 2 - \$23,922	358.83
Bill	08/30/2024	8-2024-59	Goodman Corporation	MRA120 Task 3 - \$28,432	1,705.92
Bill	08/30/2024	8-2024-59	Goodman Corporation	MRA120 Task 4 - \$31,329	0.00
Bill	08/30/2024	8-2024-59	Goodman Corporation	MRA120 Task 5 - \$8,161	0.00
Bill	08/30/2024	8-2024-59	Goodman Corporation	MRA120 Task 6 - \$5,270	0.00
Bill	08/30/2024	8-2024-59	Goodman Corporation	MRA120 Task 7 - \$8,160	0.00
Bill	08/30/2024	8-2024-60	Goodman Corporation	MRA 121 Task 1 - \$6,731	336.55
Bill	08/30/2024	8-2024-61	Goodman Corporation	MRA122 Task 1 - \$32,060	641.20
Bill	08/30/2024	8-2024-61	Goodman Corporation	MRA122 Task 2 - \$19,458	0.00
Bill	08/30/2024	8-2024-61	Goodman Corporation	MRA122 Task 3 - \$14,582	0.00
Bill	08/30/2024	8-2024-61	Goodman Corporation	MRA122 Task 4 - \$34,308	0.00
Bill	08/30/2024	8-2024-61	Goodman Corporation	MRA122 Task 5 - \$15,003	0.00
Bill	08/30/2024	8-2024-62	Goodman Corporation	MRA123 Task 1 - \$11,055	552.75
Bill	08/30/2024	8-2024-62	Goodman Corporation	MRA123 Task 2 - \$5,716	0.00
Bill	08/30/2024	8-2024-62	Goodman Corporation	MRA123 Task 3 - \$9,434	0.00
Bill	08/30/2024	8-2024-62	Goodman Corporation	MRA 123 Task 4 - \$25,930	0.00
Bill	08/30/2024	8-2024-63	Goodman Corporation	MRA126 Task 1 - \$3,607	541.05
Bill	08/30/2024	8-2024-63	Goodman Corporation	MRA126 Task 2 - \$6,818	1,772.68
Bill	08/30/2024	8-2024-63	Goodman Corporation	MRA126 Task 3 - \$8,881	0.00
Bill	08/30/2024	8-2024-63	Goodman Corporation	MRA126 Task 4 - \$11,725	0.00
Bill	08/30/2024	8-2024-63	Goodman Corporation	MRA 126 Task 5 - \$7,596	0.00
Bill	08/30/2024	8-2024-64	Goodman Corporation	MRA127 Task 1 - \$3,842	768.40
Bill	08/30/2024	8-2024-64	Goodman Corporation	MRA127 Task 2 - \$14,088	0.00
Bill	08/30/2024	8-2024-64	Goodman Corporation	MRA127 Task 3 - \$10,486	0.00
Bill	08/30/2024	8-2024-64	Goodman Corporation	MRA127 Task 4 - \$5,958	0.00
Bill	08/30/2024	8-2024-64	Goodman Corporation	MRA 127 Task 5 - \$16,492	0.00
Bill	08/31/2024	ARIV10242...	Quiddity Engineering, ...	Total Fee - \$364,200	9,018.24
Bill	08/31/2024	ARIV10245...	Quiddity Engineering, ...	T0523A Shepherd Durham Cross Streets -Final D...	130,103.45
Bill	08/31/2024	131818659	Hunton Andrews Kurth	TJHuston Properties Legal Services Through 08.3...	5,346.95
Bill	08/31/2024	90216575	CDM Smith Inc.	Project: Shepherd & Durham Major Investment Pr...	142,708.26
Bill	09/01/2024	Pay Est #28	SER Construction	Shepherd Dr, Durham Dr, Selected Cross Streets ...	1,455,730.98
Invoice	09/30/2024	2000	Greater Northside Man...	Parklett - for Park repairs and maintenance	-10,000.00
Bill	09/30/2024	9-2024-75	Goodman Corporation	MRA113 Task 1 - \$127,929	3,070.30
Bill	09/30/2024	9-2024-75	Goodman Corporation	MRA113 Task 2 - \$172,439	4,655.85
Bill	09/30/2024	9-2024-75	Goodman Corporation	MRA113 Task 3 - \$72,617	1,742.81
Bill	09/30/2024	9-2024-76	Goodman Corporation	MRA120 Task 1 - \$10,901	327.03
Bill	09/30/2024	9-2024-76	Goodman Corporation	MRA120 Task 2 - \$23,922	0.00
Bill	09/30/2024	9-2024-76	Goodman Corporation	MRA120 Task 3 - \$28,432	1,137.28
Bill	09/30/2024	9-2024-76	Goodman Corporation	MRA120 Task 4 - \$31,329	0.00
Bill	09/30/2024	9-2024-76	Goodman Corporation	MRA120 Task 5 - \$8,161	0.00
Bill	09/30/2024	9-2024-76	Goodman Corporation	MRA120 Task 6 - \$5,270	0.00
Bill	09/30/2024	9-2024-76	Goodman Corporation	MRA120 Task 7 - \$8,160	0.00
Bill	09/30/2024	9-2024-82	Goodman Corporation	MRA 121 Task 1 - \$6,731	1,009.65
Bill	09/30/2024	9-2024-83	Goodman Corporation	MRA122 Task 1 - \$32,060	0.00
Bill	09/30/2024	9-2024-83	Goodman Corporation	MRA122 Task 2 - \$19,458	13,620.60

No assurance is provided on these financial statements

**Memorial Heights Redevelopment Authority**  
**Profit & Loss Detail**  
**July 2024 through March 2025**

Accrual Basis

Type	Date	Num	Name	Memo	Amount
Bill	09/30/2024	9-2024-83	Goodman Corporation	MRA122 Task 3 - \$14,582	0.00
Bill	09/30/2024	9-2024-83	Goodman Corporation	MRA122 Task 4 - \$34,308	0.00
Bill	09/30/2024	9-2024-83	Goodman Corporation	MRA122 Task 5 - \$15,003	0.00
Bill	09/30/2024	9-2024-84	Goodman Corporation	Total: \$23,960.00	1,198.00
Bill	09/30/2024	9-2024-85	Goodman Corporation	MRA125 Task 1 - \$3,012	60.24
Bill	09/30/2024	9-2024-85	Goodman Corporation	MRA125 Task 2 - \$6,892	0.00
Bill	09/30/2024	9-2024-85	Goodman Corporation	MRA125 Task 3 - \$5,067	0.00
Bill	09/30/2024	9-2024-86	Goodman Corporation	MRA126 Task 1 - \$3,607	541.05
Bill	09/30/2024	9-2024-86	Goodman Corporation	MRA126 Task 2 - \$6,818	681.80
Bill	09/30/2024	9-2024-86	Goodman Corporation	MRA126 Task 3 - \$8,881	0.00
Bill	09/30/2024	9-2024-86	Goodman Corporation	MRA126 Task 4 - \$11,725	0.00
Bill	09/30/2024	9-2024-86	Goodman Corporation	MRA 126 Task 5 - \$7,596	303.84
Bill	09/30/2024	9-2024-87	Goodman Corporation	MRA127 Task 1 - \$3,842	384.20
Bill	09/30/2024	9-2024-87	Goodman Corporation	MRA127 Task 2 - \$14,088	0.00
Bill	09/30/2024	9-2024-87	Goodman Corporation	MRA127 Task 3 - \$10,486	0.00
Bill	09/30/2024	9-2024-87	Goodman Corporation	MRA127 Task 4 - \$5,958	0.00
Bill	09/30/2024	9-2024-87	Goodman Corporation	MRA 127 Task 5 - \$16,492	0.00
Bill	09/30/2024	ARIV10260...	Quiddity Engineering, ...	T0523A Shepherd Durham Cross Streets -Final D...	21,416.56
Bill	09/30/2024	ARIV10260...	Quiddity Engineering, ...	Total Fee - \$364,200	10,767.47
Bill	09/30/2024	131819493	Hunton Andrews Kurth	TJHuston Properties Legal Services Through 09.3...	6,552.00
Bill	10/01/2024	Pay Est #29	SER Construction	Shepherd Dr, Durham Dr, Selected Cross Streets ...	1,158,496.28
Bill	10/01/2024	24-1282	Sanford Kuhl Hagan K...	Shepher/Durham Recon August 2024	1,300.00
Bill	10/31/2024	ARIV10272...	Quiddity Engineering, ...	T0523A Shepherd Durham Cross Streets -Final D...	9,960.00
Bill	10/31/2024	ARIV10272...	Quiddity Engineering, ...	Total Fee - \$364,200	10,708.40
Bill	10/31/2024	10-2024-85	Goodman Corporation	MRA113 Task 1 - \$127,929	3,070.30
Bill	10/31/2024	10-2024-85	Goodman Corporation	MRA113 Task 2 - \$172,439	4,655.85
Bill	10/31/2024	10-2024-85	Goodman Corporation	MRA113 Task 3 - \$72,617	1,742.81
Bill	10/31/2024	10-2024-9	Goodman Corporation	MRA118 Right of Way Acquisition \$57,960	1,905.75
Bill	10/31/2024	10-2024-86	Goodman Corporation	MRA120 Task 1 - \$10,901	654.06
Bill	10/31/2024	10-2024-86	Goodman Corporation	MRA120 Task 2 - \$23,922	0.00
Bill	10/31/2024	10-2024-86	Goodman Corporation	MRA120 Task 3 - \$28,432	1,279.44
Bill	10/31/2024	10-2024-86	Goodman Corporation	MRA120 Task 4 - \$31,329	0.00
Bill	10/31/2024	10-2024-86	Goodman Corporation	MRA120 Task 5 - \$8,161	122.42
Bill	10/31/2024	10-2024-86	Goodman Corporation	MRA120 Task 6 - \$5,270	0.00
Bill	10/31/2024	10-2024-86	Goodman Corporation	MRA120 Task 7 - \$8,160	122.40
Bill	10/31/2024	10-2024-87	Goodman Corporation	MRA 121 Task 1 - \$6,731	2,153.92
Bill	10/31/2024	10-2024-88	Goodman Corporation	MRA122 Task 1 - \$32,060	0.00
Bill	10/31/2024	10-2024-88	Goodman Corporation	MRA122 Task 2 - \$19,458	5,837.40
Bill	10/31/2024	10-2024-88	Goodman Corporation	MRA122 Task 3 - \$14,582	0.00
Bill	10/31/2024	10-2024-88	Goodman Corporation	MRA122 Task 4 - \$34,308	0.00
Bill	10/31/2024	10-2024-88	Goodman Corporation	MRA122 Task 5 - \$15,003	0.00
Bill	10/31/2024	10-2024-89	Goodman Corporation	MRA123 Task 1 - \$11,055	0.00
Bill	10/31/2024	10-2024-89	Goodman Corporation	MRA123 Task 2 - \$5,716	571.60
Bill	10/31/2024	10-2024-89	Goodman Corporation	MRA123 Task 3 - \$9,434	0.00
Bill	10/31/2024	10-2024-89	Goodman Corporation	MRA 123 Task 4 - \$25,930	0.00
Bill	10/31/2024	10-2024-90	Goodman Corporation	MRA125 Task 1 - \$3,012	240.96
Bill	10/31/2024	10-2024-90	Goodman Corporation	MRA125 Task 2 - \$6,892	1,033.80
Bill	10/31/2024	10-2024-90	Goodman Corporation	MRA125 Task 3 - \$5,067	0.00
Bill	10/31/2024	10-2024-91	Goodman Corporation	MRA126 Task 1 - \$3,607	180.35
Bill	10/31/2024	10-2024-91	Goodman Corporation	MRA126 Task 2 - \$6,818	136.36
Bill	10/31/2024	10-2024-91	Goodman Corporation	MRA126 Task 3 - \$8,881	0.00
Bill	10/31/2024	10-2024-91	Goodman Corporation	MRA126 Task 4 - \$11,725	0.00
Bill	10/31/2024	10-2024-91	Goodman Corporation	MRA 126 Task 5 - \$7,596	5,165.28
Bill	10/31/2024	10-2024-92	Goodman Corporation	MRA127 Task 1 - \$3,842	0.00
Bill	10/31/2024	10-2024-92	Goodman Corporation	MRA127 Task 2 - \$14,088	281.76
Bill	10/31/2024	10-2024-92	Goodman Corporation	MRA127 Task 3 - \$10,486	0.00
Bill	10/31/2024	10-2024-92	Goodman Corporation	MRA127 Task 4 - \$5,958	0.00
Bill	10/31/2024	10-2024-92	Goodman Corporation	MRA 127 Task 5 - \$16,492	0.00
Bill	10/31/2024	10-2024-10	Goodman Corporation	MRA129 Task 1 - \$42,285	845.70
Bill	10/31/2024	10-2024-10	Goodman Corporation	MRA129 Task 2 - \$24,712	494.24
Bill	10/31/2024	10-2024-10	Goodman Corporation	MRA129 Task 3 - \$20,066	0.00
Bill	10/31/2024	10-2024-10	Goodman Corporation	MRA129 Task 4 - \$52,499	0.00
Bill	10/31/2024	10-2024-10	Goodman Corporation	MRA 129 Task 5 - \$20,938	0.00
Bill	11/01/2024	24-1411	Sanford Kuhl Hagan K...	Shepher/Durham Recon September 2024	2,267.50
Bill	11/30/2024	Pay Est #30	SER Construction	Shepherd Dr, Durham Dr, Selected Cross Streets ...	1,307,769.43
Bill	11/30/2024	11-2024-84	Goodman Corporation	MRA113 Task 1 - \$127,929	3,070.30
Bill	11/30/2024	11-2024-84	Goodman Corporation	MRA113 Task 2 - \$172,439	4,655.85
Bill	11/30/2024	11-2024-84	Goodman Corporation	MRA113 Task 3 - \$72,617	1,742.81

No assurance is provided on these financial statements

**Memorial Heights Redevelopment Authority**  
**Profit & Loss Detail**  
**July 2024 through March 2025**

Accrual Basis

Type	Date	Num	Name	Memo	Amount
Bill	11/30/2024	11-2024-85	Goodman Corporation	MRA120 Task 1 - \$10,901	436.04
Bill	11/30/2024	11-2024-85	Goodman Corporation	MRA120 Task 2 - \$23,922	0.00
Bill	11/30/2024	11-2024-85	Goodman Corporation	MRA120 Task 3 - \$28,432	0.00
Bill	11/30/2024	11-2024-85	Goodman Corporation	MRA120 Task 4 - \$31,329	0.00
Bill	11/30/2024	11-2024-85	Goodman Corporation	MRA120 Task 5 - \$8,161	40.80
Bill	11/30/2024	11-2024-85	Goodman Corporation	MRA120 Task 6 - \$5,270	0.00
Bill	11/30/2024	11-2024-85	Goodman Corporation	MRA120 Task 7 - \$8,160	0.00
Bill	11/30/2024	11-2024-86	Goodman Corporation	MRA 121 Task 1 - \$6,731	605.79
Bill	11/30/2024	11-2024-87	Goodman Corporation	MRA122 Task 1 - \$32,060	641.20
Bill	11/30/2024	11-2024-87	Goodman Corporation	MRA122 Task 2 - \$19,458	0.00
Bill	11/30/2024	11-2024-87	Goodman Corporation	MRA122 Task 3 - \$14,582	0.00
Bill	11/30/2024	11-2024-87	Goodman Corporation	MRA122 Task 4 - \$34,308	0.00
Bill	11/30/2024	11-2024-87	Goodman Corporation	MRA122 Task 5 - \$15,003	0.00
Bill	11/30/2024	11-2024-88	Goodman Corporation	MRA125 Task 1 - \$3,012	150.60
Bill	11/30/2024	11-2024-88	Goodman Corporation	MRA125 Task 2 - \$6,892	1,723.00
Bill	11/30/2024	11-2024-88	Goodman Corporation	MRA125 Task 3 - \$5,067	0.00
Bill	11/30/2024	11-2024-89	Goodman Corporation	MRA126 Task 1 - \$3,607	288.56
Bill	11/30/2024	11-2024-89	Goodman Corporation	MRA126 Task 2 - \$6,818	1,534.05
Bill	11/30/2024	11-2024-89	Goodman Corporation	MRA126 Task 3 - \$8,881	0.00
Bill	11/30/2024	11-2024-89	Goodman Corporation	MRA126 Task 4 - \$11,725	0.00
Bill	11/30/2024	11-2024-89	Goodman Corporation	MRA 126 Task 5 - \$7,596	873.54
Bill	11/30/2024	11-2024-90	Goodman Corporation	MRA127 Task 1 - \$3,842	0.00
Bill	11/30/2024	11-2024-90	Goodman Corporation	MRA127 Task 2 - \$14,088	704.40
Bill	11/30/2024	11-2024-90	Goodman Corporation	MRA127 Task 3 - \$10,486	0.00
Bill	11/30/2024	11-2024-90	Goodman Corporation	MRA127 Task 4 - \$5,958	0.00
Bill	11/30/2024	11-2024-90	Goodman Corporation	MRA 127 Task 5 - \$16,492	0.00
Bill	11/30/2024	11-2024-91	Goodman Corporation	MRA129 Task 1 - \$42,285	422.85
Bill	11/30/2024	11-2024-91	Goodman Corporation	MRA129 Task 2 - \$24,712	0.00
Bill	11/30/2024	11-2024-91	Goodman Corporation	MRA129 Task 3 - \$20,066	0.00
Bill	11/30/2024	11-2024-91	Goodman Corporation	MRA129 Task 4 - \$52,499	0.00
Bill	11/30/2024	11-2024-91	Goodman Corporation	MRA 129 Task 5 - \$20,938	0.00
Bill	11/30/2024	90218936	CDM Smith Inc.	Project: Shepherd & Durham Major Investment Pr...	136,626.27
Bill	11/30/2024	ARIV10289...	Quiddity Engineering, ...	T0523A Shepherd Durham Cross Streets -Final D...	13,488.75
Bill	11/30/2024	ARIV10289...	Quiddity Engineering, ...	Total Fee - \$364,200	15,241.94
Bill	11/30/2024	24-1662	Sanford Kuhl Hagan K...	Shepher/Durham Recon November 30, 2024	647.50
Bill	11/30/2024	ARIV10303...	Quiddity Engineering, ...	T0523A Shepherd Durham Cross Streets -Final D...	9,067.04
Bill	11/30/2024	ARIV10303...	Quiddity Engineering, ...	Total Fee - \$364,200	7,218.44
Bill	12/01/2024	Pay Est #31	SER Construction	Shepherd Dr, Durham Dr, Selected Cross Streets ...	778,283.71
Bill	12/01/2024	90224871	CDM Smith Inc.	Project: Shepherd & Durham Major Investment Pr...	114,990.64
Bill	12/01/2024	90221594	CDM Smith Inc.	Project: Shepherd & Durham Major Investment Pr...	142,201.67
Bill	12/19/2024	131820909	Hunton Andrews Kurth	TJHuston Properties Legal Services Through 11.3...	2,391.00
Bill	12/31/2024	12-2024-72	Goodman Corporation	MRA113 Task 1 - \$127,929	3,070.30
Bill	12/31/2024	12-2024-72	Goodman Corporation	MRA113 Task 2 - \$172,439	4,655.85
Bill	12/31/2024	12-2024-72	Goodman Corporation	MRA113 Task 3 - \$72,617	1,742.81
Bill	12/31/2024	12-2024-73	Goodman Corporation	MRA120 Task 1 - \$10,901	218.02
Bill	12/31/2024	12-2024-73	Goodman Corporation	MRA120 Task 2 - \$23,922 - Complete	0.00
Bill	12/31/2024	12-2024-73	Goodman Corporation	MRA120 Task 3 - \$28,432	0.00
Bill	12/31/2024	12-2024-73	Goodman Corporation	MRA120 Task 4 - \$31,329	0.00
Bill	12/31/2024	12-2024-73	Goodman Corporation	MRA120 Task 5 - \$8,161 - Complete	0.00
Bill	12/31/2024	12-2024-73	Goodman Corporation	MRA120 Task 6 - \$5,270 - Complete	0.00
Bill	12/31/2024	12-2024-73	Goodman Corporation	MRA120 Task 7 - \$8,160 - Complete	40.80
Bill	12/31/2024	12-2024-74	Goodman Corporation	MRA 121 Task 1 - \$6,731	269.24
Bill	12/31/2024	12-2024-75	Goodman Corporation	MRA122 Task 1 - \$32,060	641.20
Bill	12/31/2024	12-2024-75	Goodman Corporation	MRA122 Task 2 - \$19,458 - Complete	0.00
Bill	12/31/2024	12-2024-75	Goodman Corporation	MRA122 Task 3 - \$14,582	0.00
Bill	12/31/2024	12-2024-75	Goodman Corporation	MRA122 Task 4 - \$34,308	0.00
Bill	12/31/2024	12-2024-75	Goodman Corporation	MRA122 Task 5 - \$15,003	0.00
Bill	12/31/2024	12-2024-76	Goodman Corporation	MRA123 Task 1 - \$11,055	0.00
Bill	12/31/2024	12-2024-76	Goodman Corporation	MRA123 Task 2 - \$5,716 - Complete	0.00
Bill	12/31/2024	12-2024-76	Goodman Corporation	MRA123 Task 3 - \$9,434	94.34
Bill	12/31/2024	12-2024-76	Goodman Corporation	MRA 123 Task 4 - \$25,930	0.00
Bill	12/31/2024	12-2024-77	Goodman Corporation	MRA125 Task 1 - \$3,012 - Complete	0.00
Bill	12/31/2024	12-2024-77	Goodman Corporation	MRA125 Task 2 - \$6,892	689.20
Bill	12/31/2024	12-2024-77	Goodman Corporation	MRA125 Task 3 - \$5,067	0.00
Bill	12/31/2024	12-2024-78	Goodman Corporation	MRA126 Task 1 - \$3,607	324.63
Bill	12/31/2024	12-2024-78	Goodman Corporation	MRA126 Task 2 - \$6,818	1,363.60
Bill	12/31/2024	12-2024-78	Goodman Corporation	MRA126 Task 3 - \$8,881	0.00
Bill	12/31/2024	12-2024-78	Goodman Corporation	MRA126 Task 4 - \$11,725	0.00

No assurance is provided on these financial statements

**Memorial Heights Redevelopment Authority**  
**Profit & Loss Detail**  
**July 2024 through March 2025**

Accrual Basis

Type	Date	Num	Name	Memo	Amount
Bill	12/31/2024	12-2024-78	Goodman Corporation	MRA 126 Task 5 - \$7,596	75.96
Bill	12/31/2024	12-2024-79	Goodman Corporation	MRA129 Task 1 - \$42,285	845.70
Bill	12/31/2024	12-2024-79	Goodman Corporation	MRA129 Task 2 - \$24,712	4,448.16
Bill	12/31/2024	12-2024-79	Goodman Corporation	MRA129 Task 3 - \$20,066	0.00
Bill	12/31/2024	12-2024-79	Goodman Corporation	MRA129 Task 4 - \$52,499	0.00
Bill	12/31/2024	12-2024-79	Goodman Corporation	MRA 129 Task 5 - \$20,938	0.00
Bill	12/31/2024	24-1781	Sanford Kuhl Hagan K...	Shepher/Durham Recon December 31, 2024	910.00
Bill	12/31/2024	Pay Est #32	SER Construction	Shepherd Dr, Durham Dr, Selected Cross Streets ...	1,433,271.66
Bill	01/01/2025	131821847	Hunton Andrews Kurth	Nicholas Litinas Legal Services Through 12.31.24	3,166.00
Bill	01/01/2025	121821848	Hunton Andrews Kurth	TJHuston Properties Legal Services Through 12.3...	938.00
Bill	01/01/2025	ARIV10322...	Quiddity Engineering, ...	T0523A Shepherd Durham Cross Streets -Final D...	5,410.50
Bill	01/31/2025	1-2025-88	Goodman Corporation	MRA113 Task 1 - \$127,929	3,070.30
Bill	01/31/2025	1-2025-88	Goodman Corporation	MRA113 Task 2 - \$172,439	4,655.85
Bill	01/31/2025	1-2025-88	Goodman Corporation	MRA113 Task 3 - \$72,617	1,742.81
Bill	01/31/2025	1-2025-89	Goodman Corporation	MRA120 Task 1 - \$10,901	218.02
Bill	01/31/2025	1-2025-89	Goodman Corporation	MRA120 Task 2 - \$23,922 - Complete	0.00
Bill	01/31/2025	1-2025-89	Goodman Corporation	MRA120 Task 3 - \$28,432	568.64
Bill	01/31/2025	1-2025-89	Goodman Corporation	MRA120 Task 4 - \$31,329	0.00
Bill	01/31/2025	1-2025-89	Goodman Corporation	MRA120 Task 5 - \$8,161 - Complete	0.00
Bill	01/31/2025	1-2025-89	Goodman Corporation	MRA120 Task 6 - \$5,270 - Complete	0.00
Bill	01/31/2025	1-2025-89	Goodman Corporation	MRA120 Task 7 - \$8,160 - Complete	0.00
Bill	01/31/2025	1-2025-90	Goodman Corporation	MRA 121 Task 1 - \$6,731	134.62
Bill	01/31/2025	1-2025-91	Goodman Corporation	MRA122 Task 1 - \$32,060	641.20
Bill	01/31/2025	1-2025-91	Goodman Corporation	MRA122 Task 2 - \$19,458 - Complete	0.00
Bill	01/31/2025	1-2025-91	Goodman Corporation	MRA122 Task 3 - \$14,582	0.00
Bill	01/31/2025	1-2025-91	Goodman Corporation	MRA122 Task 4 - \$34,308	0.00
Bill	01/31/2025	1-2025-91	Goodman Corporation	MRA122 Task 5 - \$15,003	0.00
Bill	01/31/2025	1-2025-92	Goodman Corporation	MRA125 Task 1 - \$3,012 - Complete	0.00
Bill	01/31/2025	1-2025-92	Goodman Corporation	MRA125 Task 2 - \$6,892	689.20
Bill	01/31/2025	1-2025-92	Goodman Corporation	MRA125 Task 3 - \$5,067	0.00
Bill	01/31/2025	1-2025-93	Goodman Corporation	MRA126 Task 1 - \$3,607	252.49
Bill	01/31/2025	1-2025-93	Goodman Corporation	MRA126 Task 2 - \$6,818	0.00
Bill	01/31/2025	1-2025-93	Goodman Corporation	MRA126 Task 3 - \$8,881	0.00
Bill	01/31/2025	1-2025-93	Goodman Corporation	MRA126 Task 4 - \$11,725	0.00
Bill	01/31/2025	1-2025-93	Goodman Corporation	MRA 126 Task 5 - \$7,596	0.00
Bill	01/31/2025	1-2025-94	Goodman Corporation	MRA129 Task 1 - \$42,285	845.70
Bill	01/31/2025	1-2025-94	Goodman Corporation	MRA129 Task 2 - \$24,712	2,471.20
Bill	01/31/2025	1-2025-94	Goodman Corporation	MRA129 Task 3 - \$20,066	0.00
Bill	01/31/2025	1-2025-94	Goodman Corporation	MRA129 Task 4 - \$52,499	0.00
Bill	01/31/2025	1-2025-94	Goodman Corporation	MRA 129 Task 5 - \$20,938	0.00
Bill	01/31/2025	131822631	Hunton Andrews Kurth	Nicholas Litinas Legal Services Through 01.31.25	1,304.00
Bill	01/31/2025	131822632	Hunton Andrews Kurth	TJHuston Properties Legal Services Through 01.3...	1,291.00
Bill	01/31/2025	90225982	CDM Smith Inc.	Project: Shepherd & Durham Major Investment Pr...	109,377.13
Bill	02/01/2025	ARIV10336...	Quiddity Engineering, ...	T0523A Shepherd Durham Cross Streets -Final D...	17,649.98
Bill	02/01/2025	ARIV10336...	Quiddity Engineering, ...	T0523A Shepherd Durham Cross Streets -Final D...	530.00
Bill	02/01/2025	ARIV10336...	Quiddity Engineering, ...	Total Fee - \$364,200	3,642.00
Bill	02/01/2025	25-0238	Sanford Kuhl Hagan K...	Shepher/Durham Recon January 31, 2025	845.00
Bill	02/01/2025	90230393	CDM Smith Inc.	Project: Shepherd & Durham Major Investment Pr...	112,169.53
Bill	02/28/2025	2-2025-49	Goodman Corporation	MRA113 Task 1 - \$127,929	3,070.30
Bill	02/28/2025	2-2025-49	Goodman Corporation	MRA113 Task 2 - \$172,439	4,655.85
Bill	02/28/2025	2-2025-49	Goodman Corporation	MRA113 Task 3 - \$72,617	1,742.81
Bill	02/28/2025	2-2025-90	Goodman Corporation	MRA118 Right of Way Acquisition \$57,960	2,866.50
Bill	02/28/2025	2-2025-91	Goodman Corporation	MRA 121 Task 1 - \$6,731	67.31
Bill	02/28/2025	2-2025-50	Goodman Corporation	MRA122 Task 1 - \$32,060	320.60
Bill	02/28/2025	2-2025-50	Goodman Corporation	MRA122 Task 2 - \$19,458 - Complete	0.00
Bill	02/28/2025	2-2025-50	Goodman Corporation	MRA122 Task 3 - \$14,582	0.00
Bill	02/28/2025	2-2025-50	Goodman Corporation	MRA122 Task 4 - \$34,308	0.00
Bill	02/28/2025	2-2025-50	Goodman Corporation	MRA122 Task 5 - \$15,003	0.00
Bill	02/28/2025	2-2025-51	Goodman Corporation	MRA125 Task 1 - \$3,012 - Complete	0.00
Bill	02/28/2025	2-2025-51	Goodman Corporation	MRA125 Task 2 - \$6,892	689.20
Bill	02/28/2025	2-2025-51	Goodman Corporation	MRA125 Task 3 - \$5,067	0.00
Bill	02/28/2025	2-2025-52	Goodman Corporation	MRA126 Task 1 - \$3,607	36.07
Bill	02/28/2025	2-2025-52	Goodman Corporation	MRA126 Task 2 - \$6,818	545.44
Bill	02/28/2025	2-2025-52	Goodman Corporation	MRA126 Task 3 - \$8,881	2,131.44
Bill	02/28/2025	2-2025-52	Goodman Corporation	MRA126 Task 4 - \$11,725	0.00
Bill	02/28/2025	2-2025-52	Goodman Corporation	MRA 126 Task 5 - \$7,596	75.96
Bill	02/28/2025	2-2025-53	Goodman Corporation	MRA129 Task 1 - \$42,285	0.00
Bill	02/28/2025	2-2025-53	Goodman Corporation	MRA129 Task 2 - \$24,712	13,591.60

No assurance is provided on these financial statements

**Memorial Heights Redevelopment Authority**  
**Profit & Loss Detail**  
**July 2024 through March 2025**

Accrual Basis

Type	Date	Num	Name	Memo	Amount
Bill	02/28/2025	2-2025-53	Goodman Corporation	MRA129 Task 3 - \$20,066	0.00
Bill	02/28/2025	2-2025-53	Goodman Corporation	MRA129 Task 4 - \$52,499	0.00
Bill	02/28/2025	2-2025-53	Goodman Corporation	MRA 129 Task 5 - \$20,938	0.00
Bill	02/28/2025	131823420	Hunton Andrews Kurth	Nicholas Litinas Legal Services Through 02.28.25	1,235.00
Bill	02/28/2025	Pay Est #33	SER Construction	Shepherd Dr, Durham Dr, Selected Cross Streets ...	1,131,588.88
Bill	02/28/2025	90230770	CDM Smith Inc.	Project: Shepherd & Durham Major Investment Pr...	118,094.26
Bill	02/28/2025	ARIV10345...	Quiddity Engineering, ...	T0523A Shepherd Durham Cross Streets -Final D...	3,926.25
Bill	02/28/2025	ARIV10349...	Quiddity Engineering, ...	Total Fee - \$364,200	961.48
Bill	02/28/2025	Pay Est #34	SER Construction	Shepherd Dr, Durham Dr, Selected Cross Streets ...	1,343,515.86
Bill	02/28/2025	25-0368	Sanford Kuhl Hagan K...	Shepher/Durham Recon February 28, 2025	1,261.25
Bill	03/31/2025	3-2025-67	Goodman Corporation	MRA113 Task 1 - \$127,929	3,080.07
Bill	03/31/2025	3-2025-67	Goodman Corporation	MRA113 Task 2 - \$172,439	4,629.81
Bill	03/31/2025	3-2025-67	Goodman Corporation	MRA113 Task 3 - \$72,617	1,757.25
Bill	03/31/2025	3-2025-68	Goodman Corporation	MRA 119 Task 1 New Recipient Doc and Facilitati...	1,100.00
Bill	03/31/2025	3-2025-69	Goodman Corporation	MRA120 Task 1 - \$10,901 - Complete	0.00
Bill	03/31/2025	3-2025-69	Goodman Corporation	MRA120 Task 2 - \$23,922 - Complete	0.00
Bill	03/31/2025	3-2025-69	Goodman Corporation	MRA120 Task 3 - \$28,432	5,970.72
Bill	03/31/2025	3-2025-69	Goodman Corporation	MRA120 Task 4 - \$31,329	0.00
Bill	03/31/2025	3-2025-69	Goodman Corporation	MRA120 Task 5 - \$8,161 - Complete	0.00
Bill	03/31/2025	3-2025-69	Goodman Corporation	MRA120 Task 6 - \$5,270 - Complete	0.00
Bill	03/31/2025	3-2025-69	Goodman Corporation	MRA120 Task 7 - \$8,160 - Complete	0.00
Bill	03/31/2025	3-2025-70	Goodman Corporation	MRA122 Task 1 - \$32,060	641.20
Bill	03/31/2025	3-2025-70	Goodman Corporation	MRA122 Task 2 - \$19,458 - Complete	0.00
Bill	03/31/2025	3-2025-70	Goodman Corporation	MRA122 Task 3 - \$14,582	0.00
Bill	03/31/2025	3-2025-70	Goodman Corporation	MRA122 Task 4 - \$34,308	0.00
Bill	03/31/2025	3-2025-70	Goodman Corporation	MRA122 Task 5 - \$15,003	0.00
Bill	03/31/2025	3-2025-71	Goodman Corporation	MRA123 Task 1 - \$11,055	884.40
Bill	03/31/2025	3-2025-71	Goodman Corporation	MRA123 Task 2 - \$5,716 - Complete	0.00
Bill	03/31/2025	3-2025-71	Goodman Corporation	MRA123 Task 3 - \$9,434	0.00
Bill	03/31/2025	3-2025-71	Goodman Corporation	MRA 123 Task 4 - \$25,930	0.00
Bill	03/31/2025	3-2025-72	Goodman Corporation	MRA125 Task 1 - \$3,012 - Complete	0.00
Bill	03/31/2025	3-2025-72	Goodman Corporation	MRA125 Task 2 - \$6,892	344.60
Bill	03/31/2025	3-2025-72	Goodman Corporation	MRA125 Task 3 - \$5,067	0.00
Bill	03/31/2025	3-2025-73	Goodman Corporation	MRA126 Task 1 - \$3,607	18.04
Bill	03/31/2025	3-2025-73	Goodman Corporation	MRA126 Task 2 - \$6,818	68.18
Bill	03/31/2025	3-2025-73	Goodman Corporation	MRA126 Task 3 - \$8,881	2,309.06
Bill	03/31/2025	3-2025-73	Goodman Corporation	MRA126 Task 4 - \$11,725	0.00
Bill	03/31/2025	3-2025-73	Goodman Corporation	MRA 126 Task 5 - \$7,596	37.98
Bill	03/31/2025	3-2025-74	Goodman Corporation	MRA127 Task 1 - \$3,842 - Complete	0.00
Bill	03/31/2025	3-2025-74	Goodman Corporation	MRA127 Task 2 - \$14,088	281.76
Bill	03/31/2025	3-2025-74	Goodman Corporation	MRA127 Task 3 - \$10,486	0.00
Bill	03/31/2025	3-2025-74	Goodman Corporation	MRA127 Task 4 - \$5,958	119.16
Bill	03/31/2025	3-2025-74	Goodman Corporation	MRA 127 Task 5 - \$16,492	0.00
Bill	03/31/2025	3-2025-75	Goodman Corporation	MRA129 Task 1 - \$42,285	422.85
Bill	03/31/2025	3-2025-75	Goodman Corporation	MRA129 Task 2 - \$24,712	0.00
Bill	03/31/2025	3-2025-75	Goodman Corporation	MRA129 Task 3 - \$20,066	0.00
Bill	03/31/2025	3-2025-75	Goodman Corporation	MRA129 Task 4 - \$52,499	0.00
Bill	03/31/2025	3-2025-75	Goodman Corporation	MRA 129 Task 5 - \$20,938	0.00
Bill	03/31/2025	ARIV10353...	Quiddity Engineering, ...	T0523A Shepherd Durham Cross Streets -Final D...	19,669.02
Bill	03/31/2025	ARIV10353...	Quiddity Engineering, ...	Total Fee - \$364,200	3,642.00
Total T-0523A Shepherd Durham & Cross					10,885,554.70
<b>T-0526 Stude Park Improvement</b>					
Bill	11/30/2024	24-1664	Sanford Kuhl Hagan K...	Stude Park November 30, 2024	195.00
Bill	12/31/2024	24-1783	Sanford Kuhl Hagan K...	Stude Park December 31, 2024	325.00
Bill	02/01/2025	25-0240	Sanford Kuhl Hagan K...	Stude Park January 31, 2025	455.00
Bill	02/28/2025	25-0372	Sanford Kuhl Hagan K...	Stude Park February 28, 2025	5,801.50
Total T-0526 Stude Park Improvement					6,776.50
<b>T-0532 Zone Wide Safety &amp; Mob</b>					
Bill	10/01/2024	24-1283	Sanford Kuhl Hagan K...	T-0532 Zone Wide Safety August 2024	980.00
Bill	11/01/2024	24-1414	Sanford Kuhl Hagan K...	T-0532 Zone Wide Safety September 2024	1,645.00
Total T-0532 Zone Wide Safety & Mob					2,625.00



**Memorial Heights Redevelopment Authority**  
**Profit & Loss Detail**  
**July 2024 through March 2025**

Accrual Basis

Type	Date	Num	Name	Memo	Amount
<b>T-0534 West 19th Beall Sidewalk</b>					
Bill	07/31/2024	ARIV10225...	Quiddity Engineering, ...	Total Fee \$60,100	3,667.50
Bill	08/31/2024	ARIV10242...	Quiddity Engineering, ...	Total Fee \$60,100	510.00
Bill	09/30/2024	ARIV10260...	Quiddity Engineering, ...	Total Fee \$60,100	2,547.50
Bill	11/30/2024	ARIV10291...	Quiddity Engineering, ...	Total Fee \$60,100	39,410.54
Bill	11/30/2024	ARIV10303...	Quiddity Engineering, ...	Total Fee \$60,100	2,993.75
Bill	01/01/2025	ARIV10322...	Quiddity Engineering, ...	Total Fee \$60,100	3,037.50
Bill	02/01/2025	ARIV10336...	Quiddity Engineering, ...	Total Fee \$60,100	19,624.71
Bill	02/28/2025	25-0369	Sanford Kuhl Hagan K...	19th St Safety February 28, 2025	62.50
Bill	03/31/2025	ARIV10353...	Quiddity Engineering, ...	Total Fee \$60,100	5,947.50
Total T-0534 West 19th Beall Sidewalk					77,801.50
<b>T-0535 Safety &amp; Mobility Imp</b>					
Bill	07/31/2024	ARIV10225...	Quiddity Engineering, ...	T0535 Waugh Safety - Through July 26, 2024	13,395.30
Bill	02/28/2025	ARIV10345...	Quiddity Engineering, ...	T0535 Waugh Safety - Through February 28, 2025	15,379.50
Bill	03/31/2025	ARIV10353...	Quiddity Engineering, ...	T0535 Waugh Safety - Through Mar 31, 2025	754.50
Total T-0535 Safety & Mobility Imp					29,529.30
<b>T-0537 Inf Imps Shep awhite Oak</b>					
Bill	07/31/2024	ARIV10225...	Quiddity Engineering, ...	Total Fee \$220,110.00	7,481.91
Bill	08/31/2024	ARIV10245...	Quiddity Engineering, ...	Total Fee \$220,110.00	2,435.00
Bill	09/30/2024	ARIV10260...	Quiddity Engineering, ...	Total Fee \$220,110.00	4,067.64
Total T-0537 Inf Imps Shep awhite Oak					13,984.55
<b>T-0538 Transportation Area Stud</b>					
Bill	07/31/2024	24-1130	Sanford Kuhl Hagan K...	T-538 - Transportation Area Study July 2024	390.00
Bill	11/01/2024	24-1413	Sanford Kuhl Hagan K...	T-538 - Transportation Area Study September 2024	62.50
Bill	11/30/2024	24-1543	Sanford Kuhl Hagan K...	T-538 - Transportation Area Study October 2024	421.25
Total T-0538 Transportation Area Stud					873.75
<b>T-0539 Full Reconstruct Cross</b>					
Bill	07/31/2024	ARIV10225...	Quiddity Engineering, ...	Total Fee \$137,452.00	5,880.23
Bill	08/31/2024	ARIV10245...	Quiddity Engineering, ...	Total Fee \$137,452.00	4,268.05
Bill	09/30/2024	ARIV10260...	Quiddity Engineering, ...	Total Fee \$137,452.00	6,477.39
Bill	11/01/2024	24-1412	Sanford Kuhl Hagan K...	T-0539 Cross Streets September 2024	260.00
Total T-0539 Full Reconstruct Cross					16,885.67
<b>T-0540 11th St Side Path</b>					
Bill	07/31/2024	24-1129	Sanford Kuhl Hagan K...	T-540 11th Street Improvements	390.00
Bill	02/01/2025	25-0239	Sanford Kuhl Hagan K...	T-0540 Loraine Cherry January 31, 2025	250.00
Bill	02/28/2025	25-0370	Sanford Kuhl Hagan K...	T-0540 Loraine Cherry February 28, 2025	447.50
Total T-0540 11th St Side Path					1,087.50
<b>T-0541 White Oak @ Greenleaf</b>					
Bill	07/31/2024	ARIV10225...	Quiddity Engineering, ...	T-0541 White Oak at Greenleaf - Through July 26...	7,456.25
Bill	08/31/2024	ARIV10242...	Quiddity Engineering, ...	T-0541 White Oak at Greenleaf - Through August ...	8,848.75
Bill	09/30/2024	ARIV10260...	Quiddity Engineering, ...	T-0541 White Oak at Greenleaf - Through Septe...	1,708.75
Bill	10/31/2024	ARIV10272...	Quiddity Engineering, ...	T-0541 White Oak at Greenleaf - Through Octobe...	765.00
Bill	11/30/2024	ARIV10289...	Quiddity Engineering, ...	T-0541 White Oak at Greenleaf - Through Novem...	2,360.00
Bill	11/30/2024	ARIV10303...	Quiddity Engineering, ...	T-0541 White Oak at Greenleaf - Through Novem...	630.00
Bill	01/01/2025	ARIV10322...	Quiddity Engineering, ...	T-0541 White Oak at Greenleaf - Through Decem...	5,041.25
Bill	02/01/2025	ARIV10336...	Quiddity Engineering, ...	T-0541 White Oak at Greenleaf - Through Januar...	1,647.50
Bill	02/28/2025	ARIV10351...	Quiddity Engineering, ...	T-0541 White Oak at Greenleaf - Through Februa...	2,372.50
Bill	03/31/2025	ARIV10353...	Quiddity Engineering, ...	T-0541 White Oak at Greenleaf-Through Mar 31, ...	978.75
Total T-0541 White Oak @ Greenleaf					31,808.75

# Memorial Heights Redevelopment Authority

## Profit & Loss Detail

July 2024 through March 2025

Accrual Basis

Type	Date	Num	Name	Memo	Amount
<b>T-0543 Congressional Dist 7</b>					
Bill	07/31/2024	24-1152	Sanford Kuhl Hagan K...	T-543- Sidewalk Improvements July 2024	130.00
Bill	11/30/2024	24-1544	Sanford Kuhl Hagan K...	T-543- Sidewalk Improvements October 2024	3,672.50
Bill	11/30/2024	24-1663	Sanford Kuhl Hagan K...	T-543- Sidewalk Improvements November 30, 2024	3,006.25
Bill	12/31/2024	24-1782	Sanford Kuhl Hagan K...	T-543- Sidewalk Improvements December 31, 2024	546.25
Bill	02/28/2025	25-0371	Sanford Kuhl Hagan K...	T-543- Sidewalk Improvements February 28, 2025	195.00
Total T-0543 Congressional Dist 7					7,550.00
<b>T-0544 Westcott Roundabout</b>					
Bill	09/30/2024	ARIV10260...	Quiddity Engineering, ...	Westcott Roundabout	2,441.02
Bill	10/31/2024	ARIV10272...	Quiddity Engineering, ...	Westcott Roundabout	127.50
Bill	11/30/2024	ARIV10289...	Quiddity Engineering, ...	Westcott Roundabout	132.50
Bill	11/30/2024	ARIV10303...	Quiddity Engineering, ...	Westcott Roundabout	2,388.28
Bill	01/01/2025	ARIV10322...	Quiddity Engineering, ...	Westcott Roundabout	4,001.35
Bill	02/01/2025	ARIV10336...	Quiddity Engineering, ...	Westcott Roundabout	4,878.91
Total T-0544 Westcott Roundabout					13,969.56
Total Capital Improvement Plan					11,206,509.79
Total COGS					11,206,509.79
Gross Profit					-4,655,160.65
<b>Expense</b>					
<b>Debt Service</b>					
<b>Bond Principal</b>					
Bill	09/01/2024	G067Z08 S...	Regions Corporate Trust	Debt Service Payment - Principal Payment	925,000.00
Total Bond Principal					925,000.00
<b>Interest Expense</b>					
Bill	09/01/2024	#11879 S...	Regions Corporate Trust	Debt Service Payment	609,737.51
Bill	02/28/2025	#11879 M...	Regions Corporate Trust	Debt Service Payment	586,612.51
Total Interest Expense					1,196,350.02
Total Debt Service					2,121,350.02
<b>Developer Reimbursement</b>					
Bill	10/31/2024	Reimburse...	Hanover	Hanover Increment	473,689.93
Bill	11/30/2024	Reimburse...	Sovereign Regent Squ...	Developer Reimbursement 2024(Construction Cost)	725,202.13
Total Developer Reimbursement					1,198,892.06
<b>Payroll Expenses</b>					
<b>Payroll Taxes</b>					
Payc...	07/31/2024	DD1039	Sherry Weesner	Direct Deposit	1,312.85
Payc...	07/31/2024	DD1039	Sherry Weesner	Direct Deposit	307.03
Payc...	07/31/2024	DD1039	Sherry Weesner	Direct Deposit	0.00
Check	08/20/2024	EFT	Texas Workforce Com...		30.00
Payc...	08/30/2024	DD1040	Sherry Weesner	Direct Deposit	1,312.85
Payc...	08/30/2024	DD1040	Sherry Weesner	Direct Deposit	307.04
Payc...	08/30/2024	DD1040	Sherry Weesner	Direct Deposit	0.00
Payc...	09/30/2024	DD1041	Sherry Weesner	Direct Deposit	1,109.80
Payc...	09/30/2024	DD1041	Sherry Weesner	Direct Deposit	307.04
Payc...	09/30/2024	DD1041	Sherry Weesner	Direct Deposit	0.00
Payc...	10/31/2024	DD1042	Sherry Weesner	Direct Deposit	0.00
Payc...	10/31/2024	DD1042	Sherry Weesner	Direct Deposit	307.04
Payc...	10/31/2024	DD1042	Sherry Weesner	Direct Deposit	0.00
Check	11/14/2024	EFT	Texas Workforce Com...	3rd Q 2024	15.00
Payc...	11/29/2024	DD1043	Sherry Weesner	Direct Deposit	0.00
Payc...	11/29/2024	DD1043	Sherry Weesner	Direct Deposit	307.03
Payc...	11/29/2024	DD1043	Sherry Weesner	Direct Deposit	0.00
Payc...	12/31/2024	DD1044	Sherry Weesner	Direct Deposit	0.00
Payc...	12/31/2024	DD1044	Sherry Weesner	Direct Deposit	307.04
Payc...	12/31/2024	DD1044	Sherry Weesner	Direct Deposit	0.00
Payc...	01/31/2025	DD1045	Sherry Weesner	Direct Deposit	1,312.85
Payc...	01/31/2025	DD1045	Sherry Weesner	Direct Deposit	307.04
Payc...	01/31/2025	DD1045	Sherry Weesner	Direct Deposit	117.00

No assurance is provided on these financial statements

# Memorial Heights Redevelopment Authority

## Profit & Loss Detail

July 2024 through March 2025

Accrual Basis

Type	Date	Num	Name	Memo	Amount
Payc...	02/28/2025	DD1046	Sherry Weesner	Direct Deposit	1,312.85
Payc...	02/28/2025	DD1046	Sherry Weesner	Direct Deposit	307.04
Payc...	02/28/2025	DD1046	Sherry Weesner	Direct Deposit	0.00
Payc...	03/31/2025	DD1047	Sherry Weesner	Direct Deposit	1,312.85
Payc...	03/31/2025	DD1047	Sherry Weesner	Direct Deposit	307.03
Payc...	03/31/2025	DD1047	Sherry Weesner	Direct Deposit	0.00
Total Payroll Taxes					10,599.38
<b>Retirement Expense</b>					
Payc...	07/31/2024	DD1039	Sherry Weesner	Direct Deposit	1,925.00
Payc...	08/30/2024	DD1040	Sherry Weesner	Direct Deposit	1,925.00
Payc...	09/30/2024	DD1041	Sherry Weesner	Direct Deposit	1,925.00
Payc...	10/31/2024	DD1042	Sherry Weesner	Direct Deposit	1,925.00
Payc...	11/29/2024	DD1043	Sherry Weesner	Direct Deposit	1,925.00
Payc...	12/31/2024	DD1044	Sherry Weesner	Direct Deposit	1,925.00
Payc...	01/31/2025	DD1045	Sherry Weesner	Direct Deposit	1,925.00
Payc...	02/28/2025	DD1046	Sherry Weesner	Direct Deposit	1,925.00
Payc...	03/31/2025	DD1047	Sherry Weesner	Direct Deposit	1,925.00
Total Retirement Expense					17,325.00
<b>Salary Payroll</b>					
Payc...	07/31/2024	DD1039	Sherry Weesner	Direct Deposit	19,250.00
Payc...	08/30/2024	DD1040	Sherry Weesner	Direct Deposit	19,250.00
Payc...	09/30/2024	DD1041	Sherry Weesner	Direct Deposit	19,250.00
Payc...	10/31/2024	DD1042	Sherry Weesner	Direct Deposit	19,250.00
Payc...	11/29/2024	DD1043	Sherry Weesner	Direct Deposit	19,250.00
Payc...	12/31/2024	DD1044	Sherry Weesner	Direct Deposit	19,250.00
Payc...	01/31/2025	DD1045	Sherry Weesner	Direct Deposit	19,250.00
Payc...	02/28/2025	DD1046	Sherry Weesner	Direct Deposit	19,250.00
Payc...	03/31/2025	DD1047	Sherry Weesner	Direct Deposit	19,250.00
Total Salary Payroll					173,250.00
<b>Payroll Expenses - Other</b>					
Liabili...	07/30/2024		QuickBooks Payroll Se...	Fee for 1 direct deposit(s) at \$4.00 each	4.00
Liabili...	07/30/2024		QuickBooks Payroll Se...	Sales Tax for TX	0.26
Liabili...	08/29/2024		QuickBooks Payroll Se...	Fee for 1 direct deposit(s) at \$4.00 each	4.00
Liabili...	08/29/2024		QuickBooks Payroll Se...	Sales Tax for TX	0.26
Liabili...	09/27/2024		QuickBooks Payroll Se...	Fee for 1 direct deposit(s) at \$4.00 each	4.00
Liabili...	09/27/2024		QuickBooks Payroll Se...	Sales Tax for TX	0.26
Liabili...	10/30/2024		QuickBooks Payroll Se...	Fee for 1 direct deposit(s) at \$4.00 each	4.00
Liabili...	10/30/2024		QuickBooks Payroll Se...	Sales Tax for TX	0.26
Liabili...	11/27/2024		QuickBooks Payroll Se...	Fee for 1 direct deposit(s) at \$4.00 each	4.00
Liabili...	11/27/2024		QuickBooks Payroll Se...	Sales Tax for TX	0.26
Liabili...	12/30/2024		QuickBooks Payroll Se...	Fee for 1 direct deposit(s) at \$4.00 each	4.00
Liabili...	12/30/2024		QuickBooks Payroll Se...	Sales Tax for TX	0.26
Liabili...	01/30/2025		QuickBooks Payroll Se...	Fee for 1 direct deposit(s) at \$5.00 each	5.00
Liabili...	01/30/2025		QuickBooks Payroll Se...	Sales Tax for TX	0.33
Liabili...	02/27/2025		QuickBooks Payroll Se...	Fee for 1 direct deposit(s) at \$5.00 each	5.00
Liabili...	02/27/2025		QuickBooks Payroll Se...	Sales Tax for TX	0.33
Liabili...	03/28/2025		QuickBooks Payroll Se...	Fee for 1 direct deposit(s) at \$5.00 each	5.00
Liabili...	03/28/2025		QuickBooks Payroll Se...	Sales Tax for TX	0.33
Total Payroll Expenses - Other					41.55
Total Payroll Expenses					201,215.93

**Memorial Heights Redevelopment Authority**  
**Profit & Loss Detail**  
**July 2024 through March 2025**

Accrual Basis

Type	Date	Num	Name	Memo	Amount
<b>Program and Project Consultants</b>					
<b>Engineering Consultants</b>					
Bill	09/30/2024	ARIV10261...	Quiddity Engineering, ...	Work Order 1 - Through September 20, 2024	50,000.00
Bill	11/30/2024	ARIV10289...	Quiddity Engineering, ...	P-2025 Work Authorization No 1 - Westcott and ...	1,735.00
Bill	11/30/2024	ARIV10303...	Quiddity Engineering, ...	Project Number: 14760-0001-00 November 1 - N...	3,487.50
Bill	11/30/2024	ARIV10303...	Quiddity Engineering, ...	P-2025 Work Authorization No 1 - Westcott and ...	1,022.50
Bill	01/01/2025	ARIV10322...	Quiddity Engineering, ...	P-2025 Work Authorization No 1 - Westcott and ...	2,285.00
Bill	02/01/2025	ARIV10336...	Quiddity Engineering, ...	Project Number: 14760-0001-00 January 1 - Janu...	8,308.75
Bill	02/01/2025	ARIV10336...	Quiddity Engineering, ...	P-2025 Work Authorization No 1 - Westcott and ...	4,912.50
Bill	02/28/2025	ARIV10349...	Quiddity Engineering, ...	Project Number: 14760-0001-00 February 1 - Feb...	6,691.25
Bill	02/28/2025	ARIV10345...	Quiddity Engineering, ...	P-2025 Work Authorization No 1 - Westcott and ...	4,091.25
Bill	03/31/2025	ARIV10353...	Quiddity Engineering, ...	Project Number: 14760-0001-00 March 1 - March ...	3,418.75
Bill	03/31/2025	ARIV10353...	Quiddity Engineering, ...	P-2025 Westcott and Washington Traffic Study T...	1,271.25
Total Engineering Consultants					87,223.75
<b>Legal Expense</b>					
Bill	07/31/2024	24-1127	Sanford Kuhl Hagan K...	Legal services through July 2024	3,727.75
Bill	10/01/2024	24-1280	Sanford Kuhl Hagan K...	Legal services through August 2024	3,627.50
Bill	11/01/2024	24-1409	Sanford Kuhl Hagan K...	Legal services through September 2024	8,352.44
Bill	11/30/2024	24-1541	Sanford Kuhl Hagan K...	Legal services through October 2024	7,792.46
Bill	11/30/2024	24-1660	Sanford Kuhl Hagan K...	Legal services through November 30, 2024	4,162.50
Bill	12/31/2024	24-1779	Sanford Kuhl Hagan K...	Legal services through December 31, 2024	8,694.10
Bill	02/01/2025	25-0235	Sanford Kuhl Hagan K...	Legal services through Januaray 31, 2025	2,981.88
Bill	02/28/2025	25-0365	Sanford Kuhl Hagan K...	Legal services through February 28, 2025	6,947.95
Total Legal Expense					46,286.58
<b>Planning Consultants</b>					
Bill	07/01/2024	1237	Medley Inc.	Monthly Digital Retainer - July	2,000.00
Bill	07/01/2024	1237	Medley Inc.	Mail Chimp Subscription	13.99
Bill	07/01/2024	1237	Medley Inc.	Consulting Support on Shepherd Durham Project	1,000.00
Bill	07/31/2024	7-2024-98	Goodman Corporation	Task 1- \$175,000.00	3,588.82
Bill	08/01/2024	1248	Medley Inc.	Monthly Digital Retainer - August	2,000.00
Bill	08/01/2024	1248	Medley Inc.	Mail Chimp Subscription	13.99
Bill	08/30/2024	8-2024-109	Goodman Corporation	Task 1- \$175,000.00	2,733.84
Bill	09/04/2024	1260	Medley Inc.	Monthly Digital Retainer - September	2,000.00
Bill	09/04/2024	1260	Medley Inc.	Mail Chimp Subscription	13.86
Bill	09/30/2024	9-2024-74	Goodman Corporation	Task 1- \$175,000.00	6,920.51
Bill	10/02/2024	1273	Medley Inc.	Monthly Digital Retainer - October	2,000.00
Bill	10/02/2024	1273	Medley Inc.	Mail Chimp Subscription	13.86
Bill	10/31/2024	10-2024-84	Goodman Corporation	Task 1- \$175,000.00	3,027.33
Bill	11/01/2024	1285	Medley Inc.	Monthly Digital Retainer - November	2,000.00
Bill	11/01/2024	1285	Medley Inc.	Mail Chimp Subscription	13.86
Bill	11/30/2024	11-2024-83	Goodman Corporation	Task 1- \$175,000.00	4,537.09
Bill	12/11/2024	24-300D	Masterson Advisors LLC	Continuing Disclosure Annual Fee FY 2024	3,500.00
Bill	12/31/2024	1299	Medley Inc.	Monthly Digital Retainer - December	2,000.00
Bill	12/31/2024	1299	Medley Inc.	Mail Chimp Subscription	13.86
Bill	12/31/2024	12-2024-71	Goodman Corporation	Task 1- \$250,000 NTE	1,385.47
Bill	01/31/2025	1-2025-119	Goodman Corporation	Task 1- \$250,000 NTE	9,649.40
Bill	02/03/2025	1313	Medley Inc.	Monthly Digital Retainer - January	2,000.00
Bill	02/03/2025	1313	Medley Inc.	Mail Chimp Subscription	13.86
Bill	02/28/2025	1324	Medley Inc.	Monthly Digital Retainer - February	2,000.00
Bill	02/28/2025	1324	Medley Inc.	Mail Chimp Subscription	13.86
Bill	02/28/2025	2-2025-113	Goodman Corporation	Task 1- \$250,000 NTE	4,490.66
Bill	03/08/2025	1337	Medley Inc.	Monthly Digital Retainer - March	2,000.00
Bill	03/08/2025	1337	Medley Inc.	Mail Chimp Subscription	13.86
Bill	03/31/2025	3-2025-115	Goodman Corporation	Task 1- \$250,000 NTE	8,334.12
Total Planning Consultants					67,292.24
Total Program and Project Consultants					200,802.57

**Memorial Heights Redevelopment Authority**  
**Profit & Loss Detail**  
**July 2024 through March 2025**

Accrual Basis

Type	Date	Num	Name	Memo	Amount
<b>TIRZ Administration &amp; Overhead</b>					
<b>Accounting</b>					
Bill	08/30/2024	2603	The Morton Accountin...	July 2024	1,961.03
Bill	08/30/2024	2603	The Morton Accountin...	August 2024	1,961.03
Bill	09/30/2024	2619	The Morton Accountin...	September 2024	1,961.03
Bill	10/31/2024	2635	The Morton Accountin...	October 2024	1,961.03
Bill	12/01/2024	2660	The Morton Accountin...	November 2024	1,961.03
Bill	01/01/2025	2676	The Morton Accountin...	December 2024	3,110.84
Bill	01/31/2025	2678	The Morton Accountin...	January 2025	2,003.53
Bill	02/28/2025	2683	The Morton Accountin...	February 2025	1,961.03
Bill	03/31/2025	2697	The Morton Accountin...	February March 2025	1,961.03
Total Accounting					18,841.58
<b>Administration</b>					
Bill	07/31/2024	24-1126	Sanford Kuhl Hagan K...	Admin/Meeting through July 2024	75.00
Bill	10/01/2024	24-1279	Sanford Kuhl Hagan K...	Admin/Meeting through August 2024	120.00
Bill	11/01/2024	24-1408	Sanford Kuhl Hagan K...	Admin/Meeting through September 2024	1,530.00
Bill	11/30/2024	24-1540	Sanford Kuhl Hagan K...	Admin/Meeting through October 2024	1,736.25
Bill	11/30/2024	24-1659	Sanford Kuhl Hagan K...	Admin/Meeting through November 30, 2024	300.00
Bill	12/31/2024	24-1778	Sanford Kuhl Hagan K...	Admin/Meeting through December 31, 2024	2,180.00
Bill	02/28/2025	25-0364	Sanford Kuhl Hagan K...	Admin/Meeting through February 28, 2025	1,880.00
Bill	03/31/2025	6029351	Urban Land Institute	Sherry Weesner Membership #1149574	680.00
Total Administration					8,501.25
<b>Auditing</b>					
Bill	09/04/2024	2024 Audit ...	McCall Gibson Swedlu...	2024 Audit Interim	10,000.00
Bill	10/01/2024	2024 Singl...	McCall Gibson Swedlu...	2024 Single Audit Billing	8,500.00
Bill	10/03/2024	2024 Audit ...	McCall Gibson Swedlu...	2024 Audit Final	4,250.00
Total Auditing					22,750.00
<b>Office Expenses</b>					
Bill	11/22/2024	Nov 18 2024	Commerce Bank	Avenida North Garage - TXDOT Luncheon	30.00
Bill	11/22/2024	Nov 18 2024	Commerce Bank	Microsoft - 365 Accounts	844.36
Bill	01/31/2025	January 20...	Commerce Bank	Microsoft Audio Conferencing for Teams	31.76
Bill	01/31/2025	January 20...	Commerce Bank	Website URL's Square Space 3 @ \$12 1 @ \$15	51.00
Total Office Expenses					957.12
<b>Tax Consultant</b>					
Bill	07/01/2024	61991	Equi Tax Inc.	July 1 - December 31, 2024 2024 Tax Consulting	4,410.00
Bill	12/01/2024	62745	Equi Tax Inc.	Preparation of Continuing Disclosure	300.00
Bill	01/01/2025	62769	Equi Tax Inc.	January 1 - June 30, 2025 2025 Tax Consulting	5,308.20
Total Tax Consultant					10,018.20
Total TIRZ Administration & Overhead					61,068.15
Total Expense					3,783,328.73
Net Ordinary Income					-8,438,489.38
<b>Net Income</b>					<b>-8,438,489.38</b>

**Memorial Heights Redevelopment Authority – TIRZ 5**

**Investment Report**

**FY 2025 July 2024-June 2025**

February 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					
May 31, 2025					
June 30 2025					

\*Transfer from 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					
May 31, 2025					
June 30, 2025					

**Memorial Heights Redevelopment Authority – TIRZ 5**

**Investment Report**

**FY 2025 July 2024-June 2025**

February 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					
May 31, 2025					
June 30, 2025					

\*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







## LIABILITY DECLARATIONS OF COVERAGE

Member Name: Memorial Heights Redevelop Auth TIRZ #5  
 Member ID: 6727  
 Contract Type: Liability  
 Coverage Period: 03/31/2025 to 03/31/2026

### GENERAL LIABILITY

Limits of Liability	:	\$	1,000,000	Each Occurrence
Sudden Events Involving Pollution	:	\$	1,000,000	Each Occurrence
			2,000,000	Annual Aggregate
Deductible	:	\$	0	Each Occurrence
Billable Contribution	:	\$	645	Effective: 03/31/2025
				Anniversary: 03/31/2026

### LAW ENFORCEMENT LIABILITY

\* \* \* \* Coverage Not Selected \* \* \* \*

### ERRORS & OMISSIONS LIABILITY

Limits of Liability	:	\$	3,000,000	Each Wrongful Act
			6,000,000	Annual Aggregate
Deductible	:	\$	5,000	Each Wrongful Act
Billable Contribution	:	\$	1,266	Effective: 03/31/2025
				Anniversary: 03/31/2026

### TOTAL CONTRIBUTION

Total Billable Contribution	:	\$	1,911	Contract Effective: 03/31/2025
				Contract Anniversary: 03/31/2026

Coverage is continuous until cancelled. Contributions are subject to adjustment each year on the anniversary date based on updated exposure information and changes in rating.



# AUTOMOBILE DECLARATIONS OF COVERAGE

Member Name: Memorial Heights Redevelop Auth TIRZ #5  
 Member ID: 6727  
 Contract Type: Liability  
 Coverage Period: 03/31/2025 to 03/31/2026

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**AUTOMOBILE LIABILITY**

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Limits of Liability	:	\$	1,000,000	Each Occurrence
Medical Payments Limit	:	\$	25,000	Each person
Deductible	:	\$	0	Each Occurrence
Billable Contribution	:	\$	568	Effective : 03/31/2025 Anniversary : 03/31/2026

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**AUTOMOBILE PHYSICAL DAMAGE**

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\*\*\* Coverage Not Selected \*\*\*

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**AUTOMOBILE CATASTROPHE**

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\*\*\* Coverage Not Selected \*\*\*

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**TOTAL CONTRIBUTION**

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Total Billable Contribution	:	\$	568	Contract Effective: 03/31/2025 Contract Anniversary: 03/31/2026
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Coverage is continuous until cancelled. Contributions are subject to adjustment each year on the anniversary date based on updated exposure information and changes in rating.

\* Automobile Physical Damage Each Occurrence Deductible does not apply to hail.



## Schedule of Applicable Documents

Member Name: Memorial Heights Redevelop Auth TIRZ #5  
Member ID: 6727  
Coverage Period: 03/31/2025 to 03/31/2026 Shown As of 03/12/2025  
Transaction Number: 0023938947

<b>ID</b>	<b>Document Name</b>	<b>Revision Date</b>
L201	Liability Declarations of Coverage	03/11/2004
L209	Automobile Declarations of Coverage	06/08/2006
X150	Schedule of Applicable Documents	06/01/2008
L105	Liability Schedule	01/02/2007
EL260	Liability Fund Concurrent Effective Date	10/31/2001
EL268	Hired & Nonowned Automobiles - Limitation of Coverage	11/06/2003
EL287	Hired Automobiles – Auto Physical Damage	04/29/2014
L200	Liability Coverage Document	10/01/2024

## \*\*Important Notice – Liability Coverage\*\*

Please include information below for any items that will be added to Member operations during the upcoming year **or** are currently in place **but not shown** on either the previous listing of exposures or the current Liability Schedule.

The operations shown below are **excluded** from Liability Coverage if not reported. Please enter the projected exposure information for all that apply.

<i><b>Description</b></i>	<i><b>Projected Exposure</b></i>
♦ Amusement Parks - Total Revenue _____ <i>Note: This includes facilities with motor-driven rides or amusements, including water parks.</i>	
♦ Amusement Devices <u>not</u> associated with an Amusement Park - Provide Description: _____ <i>Note: This includes mechanical amusements such as trains, roller coasters, etc.</i>	
♦ Dams or Water Reservoirs - Total Acre Feet Capacity _____	
♦ Day Care Operations - Average Daily Attendance _____ <i>Other than temporary recreation programs</i>	Operated by Member _____ Leased to Operator _____
♦ Electric Utility Operations - Annual Electric Utility Payroll Excluding Clerical _____	
♦ Gas Utility Operations - Annual Gas Utility Payroll Excluding Clerical _____	
♦ Nursing Homes - Number of Facilities _____	
♦ Water or Sewage Treatment Facilities _____	Yes    No    _____
♦ Skateboard Facilities - Number of Facilities _____	
♦ Wharves, piers, docks or other boat/vessel facilities - Total Revenue _____	

**Law Enforcement Liability:** If you have added any of the following personnel not shown on the previous listing of exposures, please update the information below:

♦ Police Officers - Total Number	Full Time _____ Part Time _____
♦ Police Reserves - Total Number	Full Time _____ Part Time _____
♦ Police Clerical - Total Number	Full Time _____ Part Time _____
♦ Jails, Holding Facilities or Prisons Used to detain those under legal process	Square Feet _____ <i>(Area of all holding facilities)</i>
♦ Animals (Dogs or Horses)	Number _____
♦ New or expanded Citizens on Patrol Program	Number of Participants _____



## Liability Schedule

Member Name: Memorial Heights Redevelop Auth TIRZ #5  
 Member ID: 6727  
 Contract Type: Liability  
 Coverage Period: 03/31/2025 to 03/31/2026  
 Population:

### General Liability Line

Class Code	Classification Description	Reported Exposure
44101S	Special District (2,501-250,000 Pop.) - Budget	510,000

### Errors and Omissions Liability Line

Class Code	Classification Description	Reported Exposure
00018	E & O Liability - All Other	1

### Notes Applicable to Fireworks and Special Events:

Sponsored Only: The actual operation or display is performed by independent contractors.  
 Primary Coverage: The actual operation or display is performed by your own employees or volunteers.

## LIABILITY FUND CONCURRENT EFFECTIVE DATE

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverage shown below:

Member Name : Memorial Heights Redevelop Auth TIRZ #5  
Member ID : 6727  
Effective Date : 03/31/2025

This declaration page has been issued with a term other than the Fund Year (10-01 to 10-01) as defined in the Interlocal Agreement.

At the end of this term the Declarations of Coverage may be extended to the next 10-01 Fund Year date at the same rates as provided in this document, or lower, should the Fund Board of Directors approve a rate reduction.

Thereafter your Declarations of Coverage will have the same annual coverage dates as the Fund Year (10-01 to 10-01) at the rates in effect at that time.

## HIRED & NONOWNED AUTOMOBILES – LIMITATION OF COVERAGE

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverage shown below:

### AUTOMOBILE LIABILITY COVERAGE

Member Name : Memorial Heights Redevelop Auth TIRZ #5  
Member ID : 6727  
Effective Date : 03/31/2025

It is agreed that coverage applies only to **bodily injury** or **property damage** arising out of the operation, use, loading or unloading or maintenance of **hired automobiles** and **non-owned automobiles**.

## HIRED AUTOMOBILES – AUTO PHYSICAL DAMAGE

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverage shown below:

### AUTOMOBILE LIABILITY

Member Name : Memorial Heights Redevelop Auth TIRZ #5  
Member ID : 6727  
Effective Date : 03/31/2025

**Hired Automobiles** covered under the Automobile Liability coverage shall also be covered under the Automobile Physical Damage coverage, subject to a deductible of \$500 per occurrence.



# *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)*

April 24, 2025

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

We are pleased to confirm our understanding of the services we are to provide Memorial-Heights Redevelopment Authority (the “Authority”).

## **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, each major fund, and the disclosures, which collectively comprise the basic financial statements of the Authority as of and for the year ended June 30, 2025. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the Authority’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) 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. As part of our engagement, we will apply certain limited procedures to the Authority’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist 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 will 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. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management’s Discussion and Analysis
- 2) Schedules of Revenues, Expenditures and Changes in Fund Balance –  
Budget and Actual – All Combined Governmental Funds

We have also been engaged to report on supplementary information other than RSI that accompanies the Authority’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole.

- 1) Schedule of expenditures of federal awards
- 2) Schedules required by the City of Houston, Texas

*Houston | Austin | Dallas*

*13100 Wortham Center Drive, Suite 235, Houston, Texas 77065-5610 713-462-0341*

### **Audit Scope and Objectives (Continued)**

The objectives of our audit 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 issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to above when considered in relation to the financial statements as a whole. 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 GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

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

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

**Auditor’s Responsibilities for the Audit of the Financial Statements and the Single Audit (Continued)**

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, 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 a reasonable period of time. Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions.

We have identified long-term debt as an audit area with significant risks of material misstatement as part of our audit planning. We will address this area of higher assessed risks of material misstatement by performing detailed testing of transactions related to the issuance and retirement of long-term debt.

Our audit of the financial statements does not relieve you of your responsibilities.

**Audit Procedures – Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. 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, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

### **Audit Procedures – Internal Control (Continued)**

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Authority's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Authority's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Authority's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Other Services**

We will also assist in preparing the schedule of expenditures of federal awards of the Authority in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. This nonaudit service does not constitute an audit under *Government Auditing Standards* and such service will not be conducted in accordance with *Government Auditing Standards*. We will perform this service in accordance with applicable professional standards. The other service is limited to preparing the schedule of expenditures of federal awards as previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the nonaudit service mentioned above and any other nonaudit service we may provide. You will be required to acknowledge in the management representation letter our assistance with the nonaudit service described above and that you have reviewed and approved those services prior to their issuance and have accepted responsibility for them. Further, you agree to oversee this nonaudit service by designating Melissa Morton, CPA, who has the suitable skill, knowledge, and experience to evaluate the adequacy and results of this service and accept responsibility for them.

### **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements.

You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report.

### **Responsibilities of Management for the Financial Statements and Single Audit (Continued)**

Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan, if necessary.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards.

You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

### **Engagement Administration, Fees and Other**

The Authority will not pay any consultant for services that are determined to be an ineligible Project Cost under the TIRZ Act and the consultant shall repay the Authority for any payment made by the Authority to the consultant that is determined to be an ineligible Project Cost.

We are aware of the City of Houston's requirement to have the audit completed by September 30th, and barring any unforeseen circumstances every effort will be made to comply with this requirement.

In accordance with provisions of the Local Records Retention Schedule Section 2-1: Item 1025-01 e) we agree to retain our audit work papers in our office for a period of three years after all questions arising from the audit have been resolved. In order to allow for all questions arising from the audit to be resolved and to comply with Rule 501.76(f) of the Rules of Professional Conduct of the Texas State Board of Public Accountancy the actual date will be the five-year anniversary of the audit report in question.

We expect to present a draft of the audit report within 45 days of the availability of the Authority's accounting records. Chris Swedlund is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign the report. Our fees for the services included in this engagement letter are as follows:

- Annual audit of the Authority's financial statements for the year ended June 30, 2025, at a cost not to exceed \$15,000.
- Completion of a Single Audit in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), at a cost not to exceed \$9,500.

The above fees are based on anticipated cooperation from your consultants and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Not included in the fees above are out-of-pocket costs such as printing, postage, and other charges incidental to the completion of our audit. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement. The Authority will be obligated to compensate us for our time expended through the date of withdrawal or termination. You agree that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if each of us agrees to be bound. We will share any costs of mediation proceedings equally.

## Reporting

We will issue written reports upon completion of our audit of the Authority's financial statements, which will also address the supplementary information required by the City in accordance with *AU-C 725, Supplementary Information in Relation to the Financial Statements as a Whole*, and, if required, our Single Audit. Our reports will be addressed to the Board of Directors. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

**Fossil Fuels Boycott Verification** - As required by 2276.002, Texas Government Code, as amended, McCall Gibson Swedlund Barfoot Ellis PLLC hereby verifies that McCall Gibson Swedlund Barfoot Ellis PLLC, including any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.

**Firearms Discrimination Verification** - As required by Section 2274.002, Texas Government Code, as amended, McCall Gibson Swedlund Barfoot Ellis PLLC hereby verifies that McCall Gibson Swedlund Barfoot Ellis PLLC, including any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code, as amended.

**Israel Boycott Verification** - As required by Chapter 2271, Texas Government Code, as amended, McCall Gibson Swedlund Barfoot Ellis PLLC hereby verifies that McCall Gibson Swedlund Barfoot Ellis PLLC, including any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. As used in the foregoing verification, the term "boycott Israel" has the meaning assigned to such term in Section 808.001, Texas Government Code, as amended.



**Anti-Terrorism Representation** - Pursuant to Chapter 2252, Texas Government Code, McCall Gibson Swedlund Barfoot Ellis PLLC represents and certifies that, at the time of execution of this letter neither McCall Gibson Swedlund Barfoot Ellis PLLC, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term “foreign terrorist organization” has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.

We appreciate the confidence you have placed in our firm and we look forward to serving the Authority again this coming year.

Sincerely,

*McCall Gibson Swedlund Barfoot Ellis PLLC*

McCall Gibson Swedlund Barfoot Ellis PLLC  
Certified Public Accountants

This letter correctly sets forth the understanding of Memorial-Heights Redevelopment Authority.

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Mayor’s Office of Economic Development Date

Engagement Letter

# MHRA Projects

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



# Little Thicket Park Improvements (T-0521) Update

Memorial Heights Redevelopment Authority  
Houston Parks and Recreation Department

April 2025



## Monthly Discussion Topics

1. Scope – Improvements include demolition, tree protection, grading, drainage, detention, sidewalks, trails, playground, fitness equipment, and refurbishment of existing basketball courts, site furnishings, plantings, and irrigation.
2. Schedule – on schedule
3. Construction Cost - \$965,398.18

## Last Month's Accomplishments

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

- ✓ Contractor has begun work on site
- ✓ Site demolition and layout is complete

## Upcoming Goals, Targets, and Critical Milestones

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

- ✓ Coordinate excavation and concrete installation to stay on schedule
- ✓ Have site ready to receive drainage chambers to be installed upon delivery

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

*What challenges are we working to overcome?*

- ✓ Weather can negatively impact the schedule, so we are working to proactively accelerate the schedule to prepare for rain delays

## External Assistance Required

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

- ✓ We are continuing coordination between the landscape architect, the contractor, and HPARD to materialize the vision of the project on schedule





# Safety/Mobility Projects Update

Memorial Heights Redevelopment Authority

April 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. Obtained ROE for southeast corner June 2024. Work to start after CenterPoint relocation of poles in the intersection. CenterPoint has indicated that they have completed their relocation work.
- ✓ Will provide duration of construction once received.
- ✓ Reviewed multiple material submittals.

### 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.
- ✓ Contractor currently working on Beall Street and Bevis Street.
- ✓ Continue coordination with TxDOT and Garret Shields in assisting with RFIs and Submittals.
- ✓ No Parking Sign Proofs are in and should be installed soon.

### Heights/MKT Bike/Ped Safety

**Project Sponsor: MHRA**

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



# Shepherd at Memorial Update (T-0510)

Memorial Heights Redevelopment Authority  
Houston Public Works  
METRO  
April 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, and paving markings to ensure better connectivity.
2. Schedule – 60% Pending Coordination with St. Thomas, DePelchin, and HPW.
3. Estimated Project Cost – Pending Final Project Scope.

## Last Month's Accomplishments

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

- ✓ Prepared high level cost estimate for Houston Public Work for design and construction for a new traffic signal.

## 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 and DePelchin.
- ✓ Coordinate proposed traffic signal improvements with Houston Public Works.
- ✓ Prepare 60% plans to be submitted to once coordination with St. Thomas High School, DePelchin, and Houston Public Works has been finalized.
- ✓ Meeting with Council District C on April 29<sup>th</sup>, 2025.

## 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.



# Waugh Safety Improvements (T-0535) Update

Memorial Heights Redevelopment Authority  
Houston Public Works

April 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?*

- ✓ City of Houston approved the project moving forward with design modifications.
- ✓ Coordination meeting with City on final comments on traffic signal for final approval.

## Upcoming Goals, Targets, and Critical Milestones

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

- ✓ Resubmit final plans to City and TGC for coordination to submit to TxDOT May 30<sup>th</sup>, 2025.
- ✓ Receive Utility Signatures from AT&T and CenterPoint prior to May 30<sup>th</sup>, 2025.

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

*What challenges are we working to overcome?*

- ✓ Design modifications 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.

**INTERLOCAL AGREEMENT FOR  
FOR CONSTRUCTION OF HIGHWAY SAFETY IMPROVEMENT PROJECT:  
WAUGH DRIVE SAFETY IMPROVEMENTS**

**THE STATE OF TEXAS**       §  
  §  
**COUNTY OF HARRIS**       §

**ARTICLE 1**  
**PARTIES**

This **INTERLOCAL AGREEMENT FOR CONSTRUCTION OF HIGHWAY SAFETY IMPROVEMENT PROJECT: WAUGH DRIVE SAFETY IMPROVEMENTS** (this “Agreement”) is made effective as of the date it is countersigned by the City Controller (the “Countersignature Date”), by and between the **CITY OF HOUSTON, TEXAS**, a home-rule city of the State of Texas (the “City”), and **MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY**, a Texas not-for-profit local government corporation organized and existing under the provisions of Chapter 431, Texas Transportation Code, as amended (the “Authority”). For the purposes of this Agreement, the City and the Authority are referred to singularly as “Party” and collectively as “Parties.” This Agreement is made pursuant to Chapter 791 of the Texas Government Code.

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  
Houston Public Works  
P.O. Box 1562  
Houston, TX 77251-1562  
Attn: Director

With copy to:

City of Houston  
Office of Economic Development  
P.O. Box 1562  
Houston, TX 77251-1562  
Attn: Chief Economic Development Officer

**Authority:**

Memorial Heights Redevelopment Authority  
c/o SK Law LLP  
1330 Post Oak Blvd., Suite 2650  
Houston, TX 77056  
Attn: President

With copy to:

SK Law LLP  
1330 Post Oak Blvd., Suite 2650  
Houston, Texas 77056  
Attn: Laura Davis

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 RECITALS</b> .....	<b>4</b>
<b>ARTICLE 3 DEFINITIONS</b> .....	<b>4</b>
<b>ARTICLE 4 PROJECT</b> .....	<b>5</b>
<b>ARTICLE 5 DUTIES OF THE AUTHORITY</b> .....	<b>5</b>
<b>ARTICLE 6 DUTIES OF THE CITY</b> .....	<b>7</b>
<b>ARTICLE 7 TERM AND TERMINATION</b> .....	<b>8</b>
<b>ARTICLE 8 MISCELLANEOUS PROVISIONS</b> .....	<b>9</b>
<b>EXHIBITS</b>	
A - Project Description	
B - Project Map	
C - Form of Advance Funding Agreement	

1.3 **Parts Incorporated.** The exhibits described above are incorporated into this Agreement.

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

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

**THE AUTHORITY:  
MEMORIAL HEIGHTS  
REDEVELOPMENT AUTHORITY**

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

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

\_\_\_\_\_  
Mayor

ATTEST/SEAL:

\_\_\_\_\_  
City Secretary

APPROVED AND RECOMMENDED:

\_\_\_\_\_  
Director, Houston Public Works

\_\_\_\_\_  
City Engineer, Houston Public Works

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

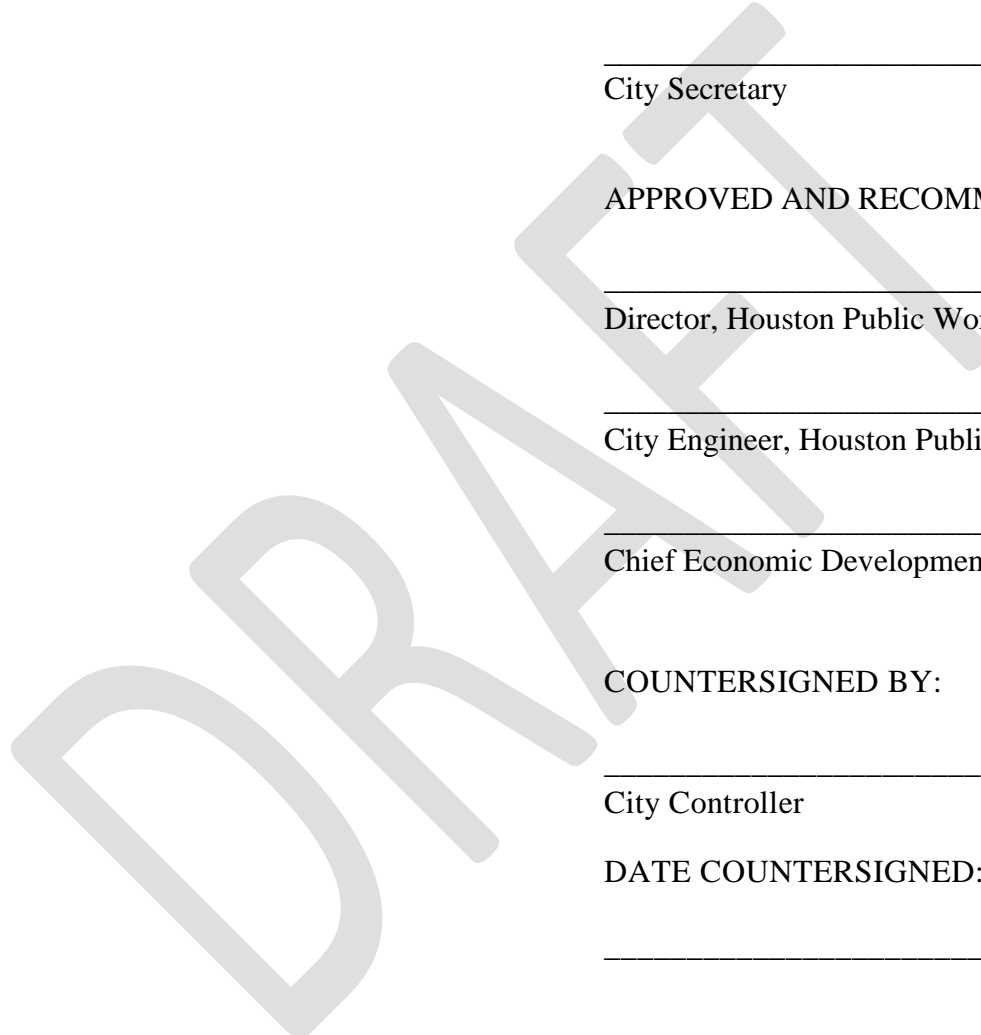
COUNTERSIGNED BY:

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

DATE COUNTERSIGNED:

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Assistant City Attorney  
LD-RE-0000003137



**ARTICLE 2**  
**RECITALS**

- 2.1. By Ordinance No. 1996-1337, passed and adopted by the City Council on December 24, 1996, the City created Reinvestment Zone Number Five, City of Houston, Texas (the “Zone”) for the purposes of development and redevelopment in the area of the City generally referred to as the Memorial Heights area pursuant to its Project Plan and Reinvestment Zone Financing Plan (as amended from time to time, the “Plan”).
- 2.2. The Authority was created by the City pursuant to Resolution No. 1997-67, passed and adopted by the City Council on December 10, 1997, to aid, assist, and act on behalf of the City in the performance of its governmental functions and to promote the common good and general welfare of the Memorial Heights area.
- 2.3. The City, the Zone, and the Authority entered into that certain agreement dated December 17, 1997, approved by Ordinance No. 1997-1590, passed and adopted by City Council on December 17, 1997, which was amended by Ordinance No. 2001-0455, passed and adopted by the City Council on June 4, 2001 (as amended, the “Tri-Party Agreement”), pursuant to which the City and the Zone contracted with the Authority to administer the Zone in accordance with the Plan.
- 2.4. In furtherance of the Plan, the Parties wish to design and construct certain improvements within the Zone (as more fully described in Section 4.1 of this Agreement, the “Project”).
- 2.5. The City is the recipient of a Federal Highway Administration grant (the “Grant”), which will be administered by the Texas Department of Transportation (“TxDOT”) pursuant to an Advance Funding Agreement between TxDOT and the City, in substantially the form attached hereto as **Exhibit C** (as may be amended from time to time, the “AFA”).
- 2.6. The Grant will provide funds for Grant-Eligible Costs (as defined under Article 3 below) up to the maximum amount specified in the AFA, and the Authority agrees to fund and pay for all Project Costs that exceed the amount of the Grant, pursuant to the terms and provisions of this Agreement.
- 2.7. The Parties agree that the respective rights, duties and obligations regarding this Project are as specified in this Agreement.

**ARTICLE 3**  
**DEFINITIONS**

- 3.1. Unless the context shall otherwise require, capitalized terms in the preamble and recitals of this Agreement shall have the meanings set forth hereinabove and the following terms shall have the meanings set out below, and such meanings are equally applicable to both the singular and plural forms of the terms defined:
  - 3.1.1. “Authority Funding” is defined in Section 5.3 of this Agreement.

- 3.1.2. “Change Order” shall mean a change order, work change directive, or change in the work (as such terms may be defined in the City’s construction contract) that increases Project Costs or materially impacts the Project schedule.
- 3.1.3. “City Fee” is defined in Section 5.2.3 of this Agreement.
- 3.1.4. “Construction Management” shall mean day-to-day oversight of Project construction and the construction contractor to provide effective management of the Project’s schedule, cost, quality, safety, scope and function.
- 3.1.5. “Construction Phase Services” is defined in Section 5.1.3 of this Agreement.
- 3.1.6. “Final Plans and Specifications” is defined in Section 6.1 of this Agreement.
- 3.1.7. “Grant-Eligible Costs” shall mean those Project Costs that are eligible for reimbursement pursuant to the AFA.
- 3.1.8. “Notice of Intent” shall mean the notice of intent to award a construction contract for the Project.
- 3.1.9. “Project” is defined in Section 4.1 of this Agreement.
- 3.1.10. “Project Costs” shall mean all costs and expenses associated with the Project, including those costs described in Section 5.2 of this Agreement.
- 3.1.11. “Term” is defined in Section 7.1 of this Agreement.
- 3.1.12. “TxDOT Fee” is defined in Section 5.2.2 of this Agreement.

**ARTICLE 4**  
**PROJECT**

- 4.1. **Project.** The “Project” shall consist of the design and construction of certain safety and connectivity improvements as more particularly described in **Exhibit A** attached hereto, as shown on the map attached hereto as **Exhibit B**.

**ARTICLE 5**  
**DUTIES OF THE AUTHORITY**

5.1. **Project Design.**

- 5.1.1. **Environmental Work.** The Authority shall provide all environmental work required for the Project, including any environmental review, documentation, mitigation, and clearance.
- 5.1.2. **Plans and Specifications.** The Authority shall provide plans and specifications for the construction of the Project. The plans and specifications shall be prepared by

engineers licensed by the State of Texas, meet the current City standards for the construction of similar improvements, and be submitted to the City for review and approval in accordance with the process outlined in Section 6.1 of this Agreement.

- 5.1.3. **Construction Phase Services.** The Authority and its authorized design professional(s) shall provide the following services for the Project (collectively, the “Construction Phase Services”): review pay requests and proposed Change Orders, review shop drawings and contractor submittals for compliance with the construction documents, review and respond to questions from the contractor, and provide guidance when unforeseen field conditions arise or exist.
- 5.2. **Project Costs.** The Authority shall be obligated to fund and pay for all Project Costs that exceed the amount of the Grant, including but not limited to those costs and expenses described below:
  - 5.2.1. Project design;
  - 5.2.2. TxDOT salary recovery costs in the amount specified in the AFA (the “TxDOT Fee”);
  - 5.2.3. City project management costs in the amount equal to 10% of the executed and accepted construction contract (the “City Fee”), for Construction Management, inspection, and materials testing services for the Project;
  - 5.2.4. The required local match specified in the AFA; and
  - 5.2.5. Cost overruns, Project Costs that are not Grant-Eligible Costs, and Change Orders that are approved pursuant to Section 6.3 of this Agreement.
- 5.3. **Authority Funding.** The Authority shall remit the following payments to the City in the manner set forth below (collectively, the “Authority Funding”):
  - 5.3.1. Within 45 days of the City issuing the Notice of Intent, the Authority shall pay the City: (i) the TxDOT Fee, (ii) the City Fee, and (iii) the required local match.
  - 5.3.2. Within 45 days of notice from the City, the Authority shall pay the cost of any cost overruns, Project Costs that are not Grant-Eligible Costs, and Change Orders that are approved pursuant to Section 6.3 of this Agreement.
- 5.4. **INDEMNITY AND RELEASE. THE AUTHORITY SHALL RELEASE AND INDEMNIFY THE CITY AND ITS OFFICERS, DIRECTORS AND EMPLOYEES, CONTINUOUSLY DURING THE TERM OF THIS AGREEMENT IN ACCORDANCE WITH THE TERMS OF ARTICLE XIII OF THE TRI-PARTY AGREEMENT.**

- 5.5. **Insurance.** The Authority shall obtain and maintain insurance coverage continuously during the Term of this Agreement, and the Authority shall contract with each contractor engaged by it hereunder to maintain (and cause each of its subcontractors to maintain) insurance coverage during the term of its contract, in each case in accordance with the terms of Article XV of the Tri-Party Agreement.

The Authority further agrees that any contracts entered into by the Authority for the Project will list the City as property owner and beneficiary under such contracts.

- 5.6. **Grant Compliance Support.** The Authority agrees to provide the City with any items and information needed to support the City's compliance with all Grant requirements as contemplated under Section 6.4.2 of this Agreement.

## **ARTICLE 6** **DUTIES OF THE CITY**

- 6.1. **Approval of Plans and Specifications.** Upon the Authority's submittal of the plans and specifications for the Project to the City for approval, the City shall approve or reject the proposed plans and specifications within 15 business days of submission. In the event of rejection of the plans and specifications, the City shall include specific reasons for such rejection in writing. The Authority and the City shall exercise commercially reasonable efforts to promptly resolve any objections to the proposed plans and specifications. On the City's approval of the plans and specifications, the same shall constitute the "Final Plans and Specifications." Any modifications (other than corrective changes, as herein defined) to the Final Plans and Specifications shall be submitted to the City for approval. References in this Agreement to the Final Plans and Specifications shall mean and include any modifications approved by the City. For purposes hereof, "corrective changes" mean any necessary and reasonable changes required to correct defects or deficiencies in construction as originally contemplated by the plans and specifications, or as may be necessary to obtain required permits, inspections or approvals from governmental entities having jurisdiction thereover.
- 6.2. **Construction of the Project.**
- 6.2.1. The City shall act as overall Project manager and will coordinate, as needed, with TxDOT for all Project reviews, notices, filings and approvals. The City will provide the Authority with reasonable access to such records upon request.
- 6.2.2. The City shall solicit bids for, award and manage the construction contracts for the Project. The City, upon conferring with the Authority, will determine the lowest responsive and responsible bidder for the Project in accordance with applicable laws, ordinances and Grant requirements. The City shall execute all bid documents, contracts, insurance agreements, bonds and other such documents as required by law to facilitate the construction of the Project.

- 6.2.3. The City shall provide Construction Management, inspection, and materials testing services for the Project, and may select a contractor from the City’s list of competitively procured vendors to perform said services as may be deemed necessary.
- 6.2.4. The City shall provide the Authority with periodic reports on the progress of the construction work at intervals and in a format agreed to by the Parties.
- 6.2.5. Authority representatives shall be invited to Project progress meetings and allowed reasonable access to the Project site for purposes of performing their respective rights and obligations under this Agreement.
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  - 6.4.1. The City shall coordinate with TxDOT to finalize and execute the AFA, and the City will provide the Authority with an executed copy thereof within five business days of execution of the AFA.
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**ARTICLE 7**  
**TERM AND TERMINATION**

- 7.1. **Term.** This Agreement shall commence on the Countersignature Date and shall expire on the earlier of: (i) December 31, 2030, or (ii) the date of completion of the Project, unless sooner terminated in accordance with this Agreement (the “Term”).

- 7.2. **Termination.** The City may terminate this Agreement, with or without cause, at any time prior to the City issuing the Notice of Intent, by written notice to the Authority. In any event, this Agreement shall terminate no later than the date of completion of the Project.

**ARTICLE 8**  
**MISCELLANEOUS PROVISIONS**

- 8.1. **Business Days.** Unless otherwise specified, all references to “days” mean calendar days. Business days exclude Saturdays, Sundays, and days observed as legal holidays by the City of Houston. If the date for performance of any obligation falls on a Saturday, Sunday, or day observed as a legal holiday by the City of Houston, the date for performance will be the next following regular business day.
- 8.2. **Independent Status of Parties.** No Party is an agent, servant, or employee of the other Party. Each Party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.
- 8.3. **Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed delivered on the earlier of the following dates: the date of actual receipt or the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested), addressed to the receiving Party at its address set forth in Article 1 above or other address the receiving Party has designated previously by proper notice to the sending Party. Postage or delivery charges shall be paid by the Party giving the notice.
- 8.4. **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 the other Party.
- 8.5. **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.
- 8.6. **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.
- 8.7. **Governing Law and Venue.** This Agreement shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Houston. Venue for any disputes relating in any way to this Agreement shall lie exclusively in Harris County, Texas.
- 8.8. **Captions.** Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.



- 8.9. **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 Houston Public Works Director, or by any other employee or agent of the City, of any part of the Authority's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law.
- 8.10. **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 that the City Attorney requests to assist in determining compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.
- 8.11. **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.
- 8.12. **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.
- 8.13. **Parties in Interest.** This Agreement does not bestow any rights upon any third party, but binds and benefits the City and the Authority only.
- 8.14. **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 set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of either Party.
- 8.15. **Assignments.** Neither Party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other Party.
- 8.16. **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.
- 8.17. **Governmental Function; No Waiver of Immunity.** This Agreement relates to performance of a governmental function, and the purpose of this Agreement is for the benefit of the general public. The Parties do not waive or relinquish any immunity or defense on behalf of themselves and their respective officers, employees, and agents as a result of their execution of this Agreement and performance of the functions or obligations contained herein.
- 8.18. **Approvals.** The Authority and the City may designate one or more officials from time to time to make any approvals or decisions required under this Agreement.

*[The rest of this page has been intentionally left blank]*

DRAFT

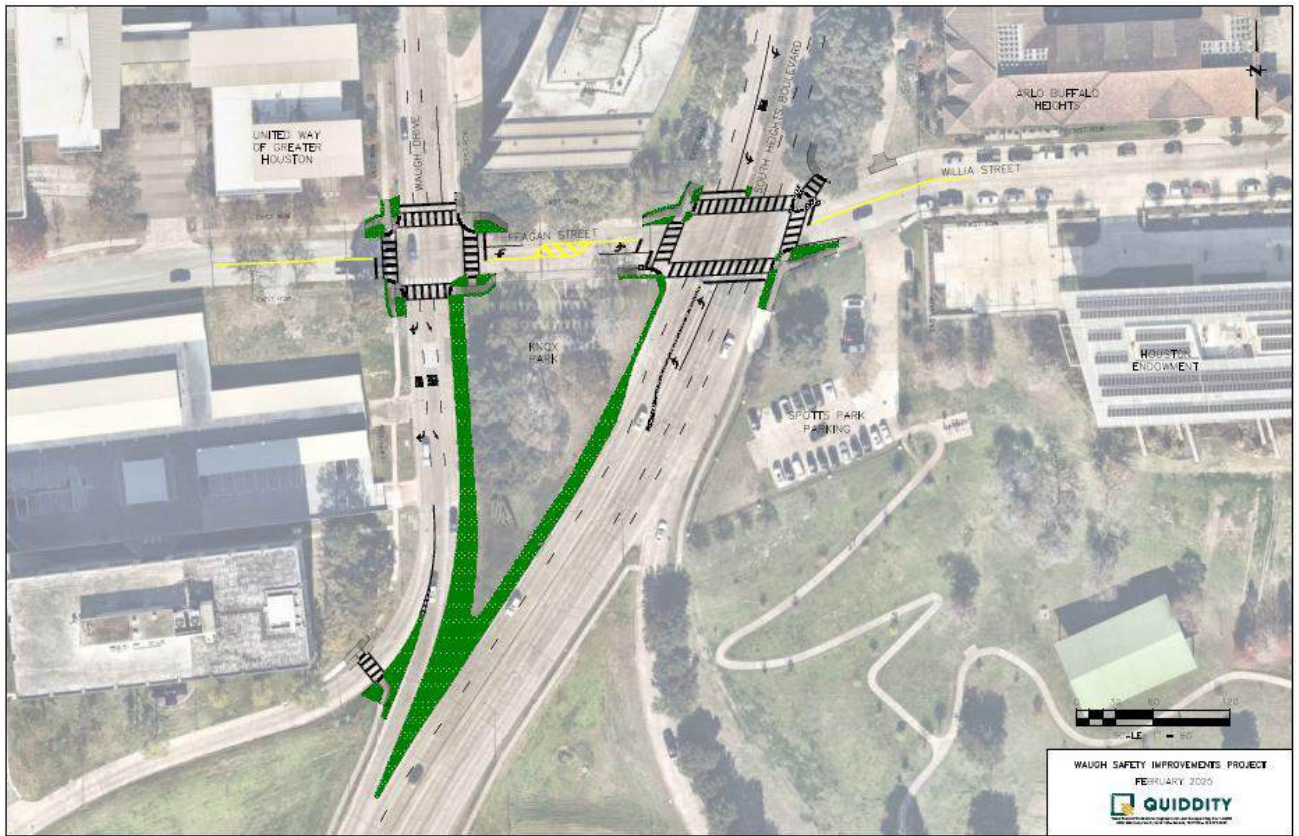
## **EXHIBIT A**

### **Project Description**

Construct intersection safety improvements at Waugh Drive and Feagan Street, as well as South Heights Boulevard and Feagan/ Willia Street, including the installation of traffic signals, crosswalks, ADA ramps, and improvements to the pavement markings and signage for the existing lane merge south of the intersections.

# EXHIBIT B

## Project Map



**EXHIBIT C**

Form of Advance Funding Agreement



QUIDDITY



# White Oak at Greenleaf Safety Improvements

## Update (T-0541)

Memorial Heights Redevelopment Authority  
HSIP

April 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, May 30<sup>th</sup>, 2025.
3. Estimated Grant Cost - \$267,000.

### Last Month’s Accomplishments

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

- ✓ City approval to move to final plans minus last streetlighting review.

### Upcoming Goals, Targets, and Critical Milestones

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

- ✓ Prepare for final submittal to City and TGC for coordination to submit to TxDOT May 30<sup>th</sup>, 2025.
- ✓ Submit for Utility Signatures with AT&T and CenterPoint prior to May 30<sup>th</sup>, 2025.

### 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.

**INTERLOCAL AGREEMENT FOR  
FOR CONSTRUCTION OF HIGHWAY SAFETY IMPROVEMENT PROJECT:  
WHITE OAK AT GREENLEAF SAFETY IMPROVEMENTS**

**THE STATE OF TEXAS**       §  
  §  
**COUNTY OF HARRIS**       §

**ARTICLE 1**  
**PARTIES**

This **INTERLOCAL AGREEMENT FOR CONSTRUCTION OF HIGHWAY SAFETY IMPROVEMENT PROJECT: WHITE OAK AT GREENLEAF SAFETY IMPROVEMENTS** (this “Agreement”) is made effective as of the date it is countersigned by the City Controller (the “Countersignature Date”), by and between the **CITY OF HOUSTON, TEXAS**, a home-rule city of the State of Texas (the “City”), and **MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY**, a Texas not-for-profit local government corporation organized and existing under the provisions of Chapter 431, Texas Transportation Code, as amended (the “Authority”). For the purposes of this Agreement, the City and the Authority are referred to singularly as “Party” and collectively as “Parties.” This Agreement is made pursuant to Chapter 791 of the Texas Government Code.

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  
Houston Public Works  
P.O. Box 1562  
Houston, TX 77251-1562  
Attn: Director

With copy to:

City of Houston  
Office of Economic Development  
P.O. Box 1562  
Houston, TX 77251-1562  
Attn: Chief Economic Development Officer

**Authority:**

Memorial Heights Redevelopment Authority  
c/o SK Law LLP  
1330 Post Oak Blvd., Suite 2650  
Houston, TX 77056  
Attn: President

With copy to:

SK Law LLP  
1330 Post Oak Blvd., Suite 2650  
Houston, Texas 77056  
Attn: Laura Davis

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 RECITALS</b> .....	<b>4</b>
<b>ARTICLE 3 DEFINITIONS</b> .....	<b>4</b>
<b>ARTICLE 4 PROJECT</b> .....	<b>5</b>
<b>ARTICLE 5 DUTIES OF THE AUTHORITY</b> .....	<b>5</b>
<b>ARTICLE 6 DUTIES OF THE CITY</b> .....	<b>7</b>
<b>ARTICLE 7 TERM AND TERMINATION</b> .....	<b>8</b>
<b>ARTICLE 8 MISCELLANEOUS PROVISIONS</b> .....	<b>9</b>
<b>EXHIBITS</b>	
A - Project Description	
B - Project Map	
C - Form of Advance Funding Agreement	

1.3 **Parts Incorporated.** The exhibits described above are incorporated into this Agreement.

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

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



**THE AUTHORITY:  
MEMORIAL HEIGHTS  
REDEVELOPMENT AUTHORITY**

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

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

\_\_\_\_\_  
Mayor

ATTEST/SEAL:

\_\_\_\_\_  
City Secretary

APPROVED AND RECOMMENDED:

\_\_\_\_\_  
Director, Houston Public Works

\_\_\_\_\_  
City Engineer, Houston Public Works

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

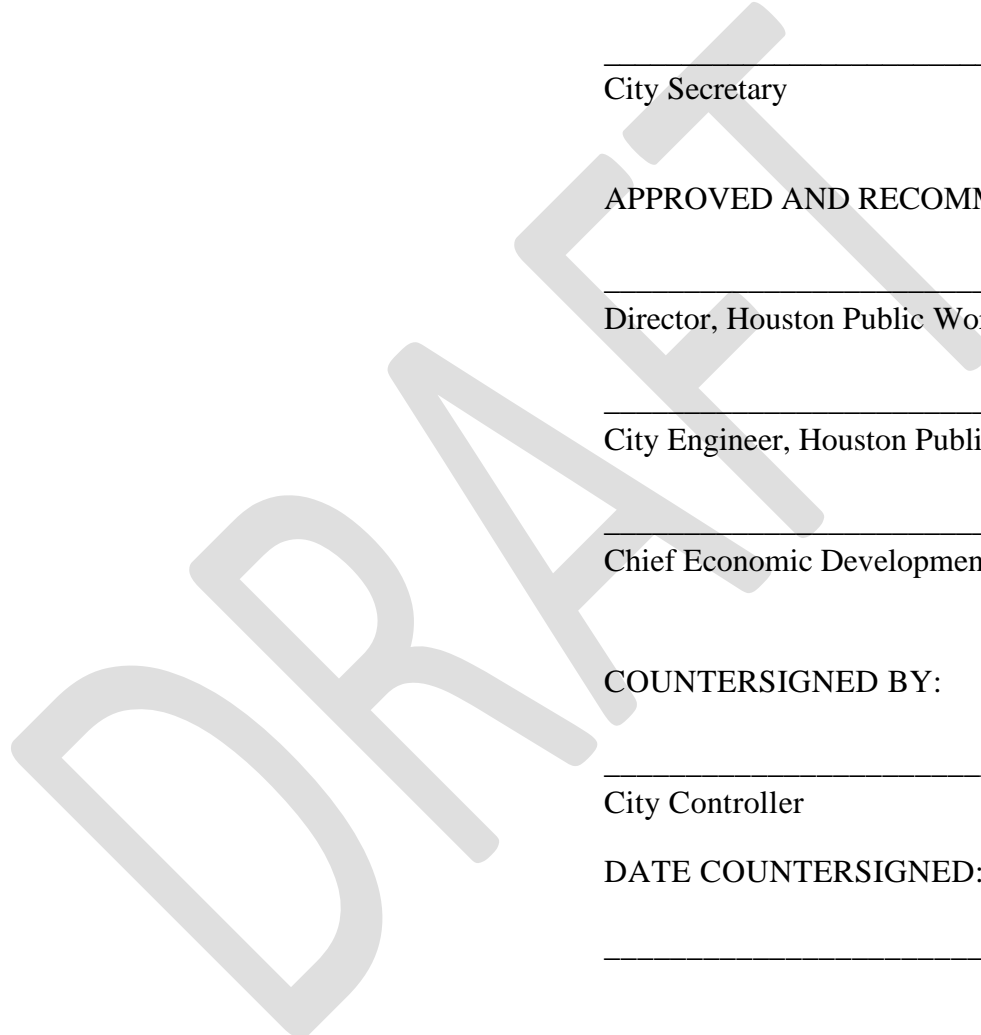
COUNTERSIGNED BY:

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

DATE COUNTERSIGNED:

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Assistant City Attorney  
LD-RE-0000003137



**ARTICLE 2**  
**RECITALS**

- 2.1. By Ordinance No. 1996-1337, passed and adopted by the City Council on December 24, 1996, the City created Reinvestment Zone Number Five, City of Houston, Texas (the “Zone”) for the purposes of development and redevelopment in the area of the City generally referred to as the Memorial Heights area pursuant to its Project Plan and Reinvestment Zone Financing Plan (as amended from time to time, the “Plan”).
- 2.2. The Authority was created by the City pursuant to Resolution No. 1997-67, passed and adopted by the City Council on December 10, 1997, to aid, assist, and act on behalf of the City in the performance of its governmental functions and to promote the common good and general welfare of the Memorial Heights area.
- 2.3. The City, the Zone, and the Authority entered into that certain agreement dated December 17, 1997, approved by Ordinance No. 1997-1590, passed and adopted by City Council on December 17, 1997, which was amended by Ordinance No. 2001-0455, passed and adopted by the City Council on June 4, 2001 (as amended, the “Tri-Party Agreement”), pursuant to which the City and the Zone contracted with the Authority to administer the Zone in accordance with the Plan.
- 2.4. In furtherance of the Plan, the Parties wish to design and construct certain improvements within the Zone (as more fully described in Section 4.1 of this Agreement, the “Project”).
- 2.5. The City is the recipient of a Federal Highway Administration grant (the “Grant”), which will be administered by the Texas Department of Transportation (“TxDOT”) pursuant to an Advance Funding Agreement between TxDOT and the City, in substantially the form attached hereto as **Exhibit C** (as may be amended from time to time, the “AFA”).
- 2.6. The Grant will provide funds for Grant-Eligible Costs (as defined under Article 3 below) up to the maximum amount specified in the AFA, and the Authority agrees to fund and pay for all Project Costs that exceed the amount of the Grant, pursuant to the terms and provisions of this Agreement.
- 2.7. The Parties agree that the respective rights, duties and obligations regarding this Project are as specified in this Agreement.

**ARTICLE 3**  
**DEFINITIONS**

- 3.1. Unless the context shall otherwise require, capitalized terms in the preamble and recitals of this Agreement shall have the meanings set forth hereinabove and the following terms shall have the meanings set out below, and such meanings are equally applicable to both the singular and plural forms of the terms defined:
  - 3.1.1. “Authority Funding” is defined in Section 5.3 of this Agreement.

- 3.1.2. “Change Order” shall mean a change order, work change directive, or change in the work (as such terms may be defined in the City’s construction contract) that increases Project Costs or materially impacts the Project schedule.
- 3.1.3. “City Fee” is defined in Section 5.2.3 of this Agreement.
- 3.1.4. “Construction Management” shall mean day-to-day oversight of Project construction and the construction contractor to provide effective management of the Project’s schedule, cost, quality, safety, scope and function.
- 3.1.5. “Construction Phase Services” is defined in Section 5.1.3 of this Agreement.
- 3.1.6. “Final Plans and Specifications” is defined in Section 6.1 of this Agreement.
- 3.1.7. “Grant-Eligible Costs” shall mean those Project Costs that are eligible for reimbursement pursuant to the AFA.
- 3.1.8. “Notice of Intent” shall mean the notice of intent to award a construction contract for the Project.
- 3.1.9. “Project” is defined in Section 4.1 of this Agreement.
- 3.1.10. “Project Costs” shall mean all costs and expenses associated with the Project, including those costs described in Section 5.2 of this Agreement.
- 3.1.11. “Term” is defined in Section 7.1 of this Agreement.
- 3.1.12. “TxDOT Fee” is defined in Section 5.2.2 of this Agreement.

**ARTICLE 4**  
**PROJECT**

- 4.1. **Project.** The “Project” shall consist of the design and construction of certain safety and connectivity improvements as more particularly described in **Exhibit A** attached hereto, as shown on the map attached hereto as **Exhibit B**.

**ARTICLE 5**  
**DUTIES OF THE AUTHORITY**

5.1. **Project Design.**

- 5.1.1. **Environmental Work.** The Authority shall provide all environmental work required for the Project, including any environmental review, documentation, mitigation, and clearance.
- 5.1.2. **Plans and Specifications.** The Authority shall provide plans and specifications for the construction of the Project. The plans and specifications shall be prepared by

engineers licensed by the State of Texas, meet the current City standards for the construction of similar improvements, and be submitted to the City for review and approval in accordance with the process outlined in Section 6.1 of this Agreement.

- 5.1.3. **Construction Phase Services.** The Authority and its authorized design professional(s) shall provide the following services for the Project (collectively, the “Construction Phase Services”): review pay requests and proposed Change Orders, review shop drawings and contractor submittals for compliance with the construction documents, review and respond to questions from the contractor, and provide guidance when unforeseen field conditions arise or exist.
- 5.2. **Project Costs.** The Authority shall be obligated to fund and pay for all Project Costs that exceed the amount of the Grant, including but not limited to those costs and expenses described below:
  - 5.2.1. Project design;
  - 5.2.2. TxDOT salary recovery costs in the amount specified in the AFA (the “TxDOT Fee”);
  - 5.2.3. City project management costs in the amount equal to 10% of the executed and accepted construction contract (the “City Fee”), for Construction Management, inspection, and materials testing services for the Project;
  - 5.2.4. The required local match specified in the AFA; and
  - 5.2.5. Cost overruns, Project Costs that are not Grant-Eligible Costs, and Change Orders that are approved pursuant to Section 6.3 of this Agreement.
- 5.3. **Authority Funding.** The Authority shall remit the following payments to the City in the manner set forth below (collectively, the “Authority Funding”):
  - 5.3.1. Within 45 days of the City issuing the Notice of Intent, the Authority shall pay the City: (i) the TxDOT Fee, (ii) the City Fee, and (iii) the required local match.
  - 5.3.2. Within 45 days of notice from the City, the Authority shall pay the cost of any cost overruns, Project Costs that are not Grant-Eligible Costs, and Change Orders that are approved pursuant to Section 6.3 of this Agreement.
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- 8.9. **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 Houston Public Works Director, or by any other employee or agent of the City, of any part of the Authority's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law.
- 8.10. **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 that the City Attorney requests to assist in determining compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.
- 8.11. **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.
- 8.12. **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.
- 8.13. **Parties in Interest.** This Agreement does not bestow any rights upon any third party, but binds and benefits the City and the Authority only.
- 8.14. **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 set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of either Party.
- 8.15. **Assignments.** Neither Party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other Party.
- 8.16. **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.
- 8.17. **Governmental Function; No Waiver of Immunity.** This Agreement relates to performance of a governmental function, and the purpose of this Agreement is for the benefit of the general public. The Parties do not waive or relinquish any immunity or defense on behalf of themselves and their respective officers, employees, and agents as a result of their execution of this Agreement and performance of the functions or obligations contained herein.
- 8.18. **Approvals.** The Authority and the City may designate one or more officials from time to time to make any approvals or decisions required under this Agreement.



|

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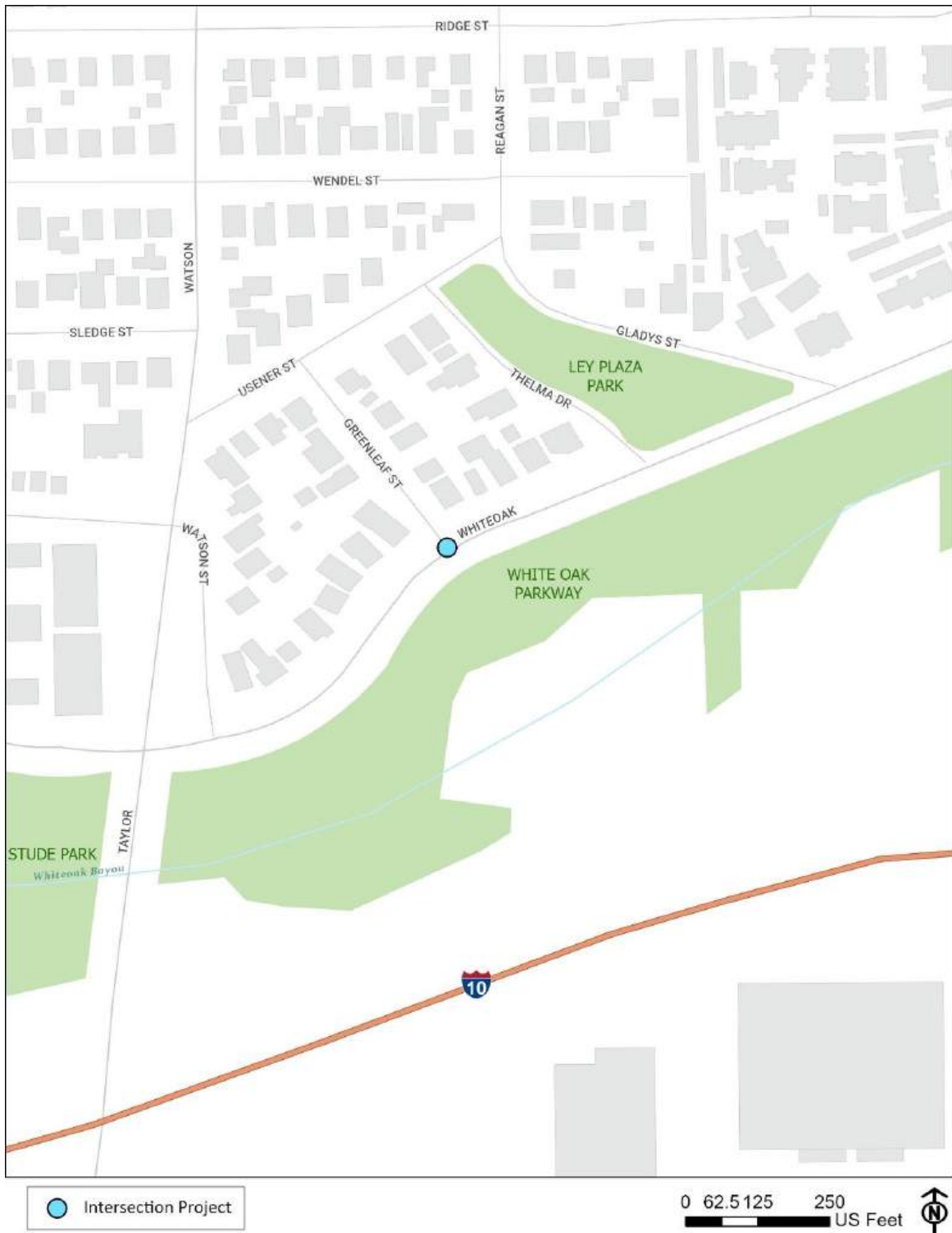
## **EXHIBIT A**

### **Project Description**

Construct new sidewalks, crosswalks, and pedestrian crossing safety improvements, including rectangular rapid flashing beacons (RRFBs), at the intersection of White Oak Drive and Greenleaf Street.

# EXHIBIT B

## Project Map



**EXHIBIT C**

Form of Advance Funding Agreement



# Westcott/Washington Traffic Study (P-2025)

## Update

Memorial Heights Redevelopment Authority

April 2025

### Monthly Discussion Topics

1. Scope – Review of safety data for the pedestrian and bicycle crossings within the corridor and approaches to the roundabout.
2. Schedule – Report Completion April 2025

### Last Month's Accomplishments

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

- ✓ Presented the draft report and recommendations to the Board.
- ✓ Addressed comments and feedback from the Board.
- ✓ Reached out to HPW to schedule a meeting to discuss the improvements and a plan forward.

### Upcoming Goals, Targets, and Critical Milestones

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

- ✓ Meet with HPW to discuss the improvements and a plan forward.
- ✓ Incorporate comments or questions from meeting with HPW and issue a final report.

### 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?*

- ✓ None at this time.

**INTERLOCAL AGREEMENT FOR FACILITY CONDITION ASSESSMENTS AND IMPROVEMENTS AT STUDE COMMUNITY CENTER AND WOODLAND COMMUNITY CENTER**

**THIS INTERLOCAL AGREEMENT FOR FACILITY CONDITION ASSESSMENTS AND IMPROVEMENTS AT STUDE COMMUNITY CENTER AND WOODLAND COMMUNITY CENTER** is made by and between the **CITY OF HOUSTON, TEXAS** (the "City"), a Texas Home Rule City of the State of Texas principally situated in Harris County, and **MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY** ("Authority"), a Texas local government corporation, doing business in Texas.

**1. PARTIES**

**1.1. Address**

1.1.1. The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

**CITY**

Director, General Services Department  
900 Babgy, 2<sup>nd</sup> Floor  
Houston, Texas 77002

**AUTHORITY**

Memorial-Heights Redevelopment  
Authority c/o SK Law  
1980 Post Oak Blvd., Suite 1380  
Houston, Texas 77056

The parties agree as follows:

**1.2. Table of Contents**

1.2.1. This Agreement consists of the following sections:

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**1. PARTIES** ..... 1

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1.3. **Signatures**

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

**MEMORIAL-HEIGHTS  
REDEVELOPMENT AUTHORITY**

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

Name: Sherry Weesner  
Title: President  
Tax ID No.: 134251016-20009

**ATTEST/SEAL**

\_\_\_\_\_  
City Secretary

APPROVED BY:

\_\_\_\_\_  
Director, General Services Department

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Assistant City Attorney  
LD No.: \_\_\_\_\_

**CITY OF HOUSTON, TEXAS**

Signed by

\_\_\_\_\_  
Mayor

**COUNTERSIGNED BY:**

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

**DATE COUNTERSIGNED:**

\_\_\_\_\_



## 2. DEFINITIONS

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

- 2.1. "Agreement" means this interlocal agreement between the Parties, including all exhibits and any written amendments authorized by City Council and Authority.
- 2.2. "Authority" is defined in the preamble of this Agreement and includes its successors and assigns.
- 2.3. "Centers" means Stude Community Center and Woodland Community Center.
- 2.4. "City" is defined in the preamble of this Agreement and includes its successors and assigns.
- 2.5. "Director" means the Director of the General Services Department or the person he or she designates.
- 2.6. "Effective Date" means the date this Agreement is countersigned by the City Controller.
- 2.7. "FCA" or "Facility Condition Assessment" means assessing and documenting the condition of City facilities, including deficiencies, recommending corrections with accompanying cost estimates and forecasting future facility renewal costs.
- 2.8. "Parties" mean all of the entities set out in the Preamble who are bound by this Agreement.

## 3. DUTIES OF CITY

- 3.1. Upon receipt of the upfront payment specified in this Agreement, City shall cause its consultant to perform facility condition assessments of the Centers. Upon completion of the FCAs, the City will provide the Authority with the reports.

## 4. DUTIES OF AUTHORITY

- 4.1. The Authority shall initially contribute \$6,536.00 under this Agreement for costs associated with FCAs at the Centers. The Parties may, from time to time, amend this Agreement to allow for the Authority to contribute additional funds for improvements at the Centers.

## 5. TERM AND TERMINATION

### 5.1. Agreement Term

- 5.1.1. This Agreement is effective on the Effective Date and remains in effect for three years, unless sooner terminated under this Agreement ("Initial Term").

### 5.2. Termination for Convenience

- 5.2.1. Either Party may terminate this Agreement, by giving the other Party 30 days prior written notice.

## 6. MISCELLANEOUS

### 6.1. **Compliance with Laws**

6.1.1. The Parties shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances.

### 6.2. **Independent Contractor**

6.2.1. City shall perform its obligations under this Agreement as an independent Contractor and not as an employee of the Authority.

### 6.3. **Entire Agreement**

6.3.1. 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.

### 6.4. **Written Amendment**

6.4.1. 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 Authority. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

### 6.5. **Governing Law and Venue**

6.5.1. This Agreement shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Houston. Venue for any disputes relating in any way to this Agreement shall lie exclusively in Harris County, Texas.

### 6.6. **Notices**

6.6.1. All notices to either party to the Agreement must be in writing and must be delivered by hand; e-mail; United States registered or certified mail, return receipt requested; United States Express Mail; Federal Express; UPS; or any other national overnight express delivery service. If the Authority provides notice by e-mail, it must also use one of the other methods listed. The notice must be addressed to the party to whom the notice is given at its address set out in Section 1.1 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.

### 6.7. **Non-Waiver**

6.7.1. 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.

6.7.2. An approval by the Director, or by any other employee or agent of the City, of any part of 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. The Director is not authorized to vary the terms of this Agreement.

6.8. **Parties in Interest**

6.8.1. This Agreement does not bestow any rights upon any third party but binds and benefits the City and Authority only.

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