

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



Agenda and Agenda Materials
Meeting of the Board of Directors

May 27, 2025

**JOINT MEETING OF THE BOARD OF DIRECTORS OF THE
TIRZ 17 REDEVELOPMENT AUTHORITY/MEMORIAL CITY REDEVELOPMENT AUTHORITY
and TAX REINVESTMENT ZONE NUMBER SEVENTEEN
HOUSTON, TEXAS**

NOTICE is hereby given that the Board of Directors of the TIRZ 17 Redevelopment Authority (aka the Memorial City Redevelopment Authority) and the Tax Reinvestment Zone Number Seventeen, City of Houston, Texas, will hold a joint meeting on **Tuesday, May 27, 2025, at 8:00 a.m.**, at Hawes Hill & Associates LLP, **Spring Branch Conference Room, 9600 Long Point Road, Suite 250, Houston, Texas 77055** open to the public, to consider, discuss, and adopt such orders, resolutions or motions, and take direct actions as may be necessary, convenient, or desirable, with respect to the following matters:

AGENDA

1. Establish quorum and call meeting to order.
2. Receive public comments. (In accordance with City of Houston procedures, a statement of no more than 3 minutes may be made on items of general relevance. However, if a person has spoken regarding a topic within the last 4 meetings, their time will be limited to 1 minute. There will be no yielding of time to another person. State law prohibits the Board Chair or members of the Board from deliberating a topic without an appropriate agenda item being posted in accordance with the Texas Open Meetings Law; therefore, questions or comments will not be addressed. Engaging in verbal attacks or comments intended to insult, abuse, malign or slander any individual shall be cause for termination of time privileges).
3. Approve Minutes from May 13, 2025, special meeting.
4. Consider Agreement with Municipal Accounts & Consulting LP Agreement for AUP Audit Services.
5. Consider Interlocal Agreement with Spring Branch ISD regarding Detention Basin A.
6. CIP Committee update and recommendations:
 - a. Receive update from HR Green.
 - i. Sports Complex, Detention Basin A.
 - ii. Memorial Drive, Phase 2.
 - iii. W-140 Briar Branch Expansion
 - 1) Pay Application No. 4, W-140 Detention Basin, from Reytec Construction.
 - b. Receive update from The Goodman Corporation.
 - i. W-140 Detention Basin
 - ii. Memorial Drive Phase 2
7. Receive financial and bookkeeper's report, including approval of payment of invoices, review of investments, and project cash flow reports.
8. Series 2025 Tax Increment Contract Revenue Bonds:
 - a. Review and approve Preliminary Official Statement;
 - b. Adopt Resolution Authorizing Sale of Series 2025 Tax Increment Contract Revenue Bonds and Zone Resolution Adopting the Issuer's Resolution Authorizing the Issuance of the Series 2025 Tax Increment Contract Revenue Bonds;
 - c. Approve Second Amendment to Indenture of Trust;
 - d. Execute Certificate Regarding Provision of Financial Advice;
 - e. Approve payment to Attorney General relating to bond issue transcript review;
 - f. Authorize attorney, financial advisor and officers of the Authority to execute documents and take actions reasonably necessary to provide for the issuance of the Authority's Series 2025 Tax Increment Revenue Bonds; and
 - g. Update on bond sale date.
9. Convene in Executive Session pursuant to Section 551.072, Texas Government Code, to deliberate the purchase, exchange, lease or value of real property; and pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with attorney.
10. Reconvene in Open Session and authorize appropriate actions regarding purchase, exchange, lease or value of real property; and consultation with attorney.
11. Adjourn.



Scott Bean, Zone Administrator

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

AGENDA MEMORANDUM

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

3. Approve Minutes from May 13, 2025, special meeting.

**MINUTES OF THE JOINT MEETING OF THE
TIRZ 17 REDEVELOPMENT AUTHORITY/MEMORIAL CITY REDEVELOPMENT AUTHORITY and
TAX REINVESTMENT ZONE NUMBER SEVENTEEN, CITY OF HOUSTON, TEXAS
BOARD OF DIRECTORS**

May 13, 2025

ESTABLISH QUORUM AND CALL MEETING TO ORDER.

The Board of Directors of the TIRZ 17 Redevelopment Authority/Memorial City Redevelopment Authority and Tax Reinvestment Zone Number Seventeen, City of Houston, Texas, held a special joint meeting at Hawes Hill & Associates LLP, 9600 Long Point Road, Spring Branch District Conference Room, Suite 250, Houston, Texas 77055, open to the public on Tuesday, May 13, 2025, at 8:00 a.m., and the roll was called of the duly appointed members of the Board, to-wit:

Position 1 – Andy Iversen

Position 2 – John Rickel, *Vice-Chair*

Position 3 – David P. Durham, *Secretary*

Position 4 – Ann T. Givens, *Chair*

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

Position 6 – Brad Freels

Position 7 – Dan Moody III

and all of the above were present, with the exception of Director Durham, thus constituting a quorum. Also present were Naina Magon and Linda Clayton, Hawes Hill & Associates, LLP; Rachel Beeton, Allen Boone Humphries Robinson, LLP; Andrew Busker, COH - Economic Development Dept.; and Bruce Nicols. Chair Givens called the meeting to order at 8:00 a.m.

RECEIVE PUBLIC COMMENTS.

There were no public comments.

APPROVE MINUTES FROM APRIL 22, 2015, MEETING.

Upon a motion made by Director Rickel, and seconded by Director Freels, the Board voted unanimously to approve the Minutes of the April 22, 2025, Board meeting, as presented.

CONVENE IN EXECUTIVE SESSION PURSUANT TO SECTION 551.072, TEXAS GOVERNMENT CODE TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY; AND PURSUANT TO SECTION 551.071, TEXAS GOVERNMENT CODE, TO CONDUCT A PRIVATE CONSULTATION WITH ATTORNEY.

The Board convened in Executive Session pursuant to Section 551.072, Texas Government Code, to deliberate the purchase, exchange, lease, or value of real property at 8:01 a.m.

RECONVENE IN OPEN SESSION AND AUTHORIZE APPROPRIATE ACTIONS REGARDING PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY; AND CONSULTATION WITH ATTORNEY; AND AUTHORIZE ENTERING INTO PURCHASE AND SALE AGREEMENT.

The Board convened in Open Session at 8:17 a.m. Upon reconvening in Open Session, the following action was taken: Upon a motion made by Director Rickel, and seconded by Director Freels, the Board voted unanimously to authorize the Real Estate Committee to negotiate and enter into a Purchase and Sale Agreement for real property.

ADJOURN.

There being no further business to come before the Board, Vice-Chair Rickel adjourned the meeting at 8:18 a.m.

Secretary

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

AGENDA MEMORANDUM

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

4. Consider Agreement with Municipal Accounts & Consulting LP Agreement for AUP Audit Services.



MUNICIPAL ACCOUNTS
& CONSULTING, L.P.

May 16, 2025

Board of Directors
Memorial City Redevelopment Authority
c/o Scott Been
P.O. Box 22167
Houston, TX 77227-2167

RE: AUDIT REVIEW ENGAGEMENT

We are pleased to confirm our understanding of the terms of our engagement and the nature and limitations of the services provided to Memorial City Redevelopment Authority (hereinafter called the "Authority").

We will apply the procedures enumerated in this letter to solely assist Authority in the determining the status of the engagement which Authority has specified below for the fiscal years ending June 30:

- Review adjusted trial balances.
- Review capital asset and depreciation schedules.
- Review fund journal entries.
- Review government-wide adjustments.
- Review draft financial statements.
- Complete or review GASB 34 disclosure checklist.

By signing this engagement letter, Authority agrees to those procedures and acknowledge that the procedures to be performed are appropriate for the intended purpose of the engagement which is to eliminate financial reporting weaknesses. We require that we obtain Authority's written agreement to the procedures to be applied and Authority's acknowledgment that those procedures are appropriate for the intended purpose of the engagement, as described in this letter. A refusal to provide such agreement and acknowledgment will result in our withdrawal from the engagement. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

Because this engagement does not constitute an examination or review, we will not express an opinion or conclusion on the audit review. In addition, we have no obligation to perform any procedures beyond those to which Authority agrees.

We plan to begin our procedures when we receive the necessary documents from the Authority's auditors, and, unless unforeseeable problems are encountered, the engagement should be completed within two weeks after receiving the documents.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the Authority's Board of Directors. If we encounter restrictions in performing our procedures, we will discuss the matter with Authority. If we determine the restrictions are appropriate, we will disclose the restrictions in our report. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to Authority.

There may exist circumstances that, in our professional judgment, will require we withdraw from the engagement. Such circumstances include the following:

- Authority refuses to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement.
- We determine that the description of the procedures performed or the corresponding findings are misleading in the circumstances of the engagement.
- We determine that restrictions on the performance of procedures are not appropriate.

This engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, should any such matters come to our attention, we will communicate them in accordance with professional standards and applicable law. In addition, if, in connection with this engagement, matters come to our attention that contradict the audit review, we will communicate such matters to Authority.

Authority agrees to the procedures to be performed and acknowledge that they are appropriate for the intended purpose of the engagement.

Authority is responsible for the audit review. In addition, Authority is responsible for providing us with (1) access to all information of which Authority or the appropriate party is aware that is relevant to the performance of the audit review on the subject matter, (2) additional information that we may request from the appropriate party for the purpose of performing the audit review, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

Mark Burton, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We estimate that our fees for these services will range from \$2,500.00 to \$3,000.00. Authority will also be billed for travel and other out-of-pocket costs such as report production, word processing, postage, etc. Additional expenses are estimated to be \$85.00 to \$250.00 per our hourly billing rate. The fee estimate is based on anticipated cooperation from Authority's consultants and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with Authority and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if Authority's account becomes 60 days or more overdue and will not be resumed until Authority's account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. Authority will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to assist Authority and believe this letter accurately summarizes the significant terms of the audit review. If you have any questions, please let us know. If Authority is in agreement with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, or the procedures need to be modified, our agreement with Authority will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we may require that they acknowledge in writing their agreement with the procedures performed, or to be performed, and their acknowledgment that the procedures are appropriate for their purposes.

Very truly yours,

Municipal Accounts & Consulting

Municipal Accounts & Consulting, L.P.

RESPONSE:

This letter correctly sets forth the understanding of Authority.

Memorial City Redevelopment Authority

By: _____

Title: Ann T. Givens, Chair

Date: 5-27-2025

Accepted: City of Houston

By: _____
Gwen Tillotsen-Bell
Chief Economic Development Officer

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

AGENDA MEMORANDUM

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

5. Consider Interlocal Agreement with Spring Branch ISD regarding Detention Basin A.

**MEMORIAL CITY REDEVELOPMENT AUTHORITY – SPRING BRANCH
INDEPENDENT SCHOOL DISTRICT
INTERLOCAL AGREEMENT**

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS INTERLOCAL AGREEMENT (this “Agreement”) is made by and between the **MEMORIAL CITY REDEVELOPMENT AUTHORITY** (the “Authority”), a local government corporation, organized and existing under the laws of the State of Texas, acting by and through its governing body, the Board of Directors and acting on behalf of **REINVESTMENT ZONE NUMBER SEVENTEEN, CITY OF HOUSTON, TEXAS** (the “Zone”), a reinvestment zone created by the City of Houston pursuant to Chapter 311 of the Texas Tax Code and **SPRING BRANCH INDEPENDENT SCHOOL DISTRICT** (the “District”), a political subdivision of the State of Texas acting through its governing body, the Board of Trustees. The Authority and the District are each a party to this Agreement and may be referred to herein individually as a “Party” or collectively as the “Parties.”

Recitals:

Both Parties recognize the need for professional services associated with the Memorial Middle School Tax Increment Reinvestment Zone No. 17 Technical Support Design Coordination.

Both Parties have since determined that it would be in the best interest of the public to allow the District to implement the professional services associated with the Memorial Middle School Tax Increment Reinvestment Zone No. 17 Technical Support Design Coordination and the District is willing to do so.

The Parties estimate a total cost not to exceed fifty thousand dollars (\$50,000) (the “Project Costs”), which the Authority is willing to fund.

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

**ARTICLE 1
DETENTION BASIN DEVELOPMENT**

1.1 Detention Basin Development. The professional services associated with the Memorial Middle School Tax Increment Reinvestment Zone No. 17 Technical Support Design Coordination shall consist of multiple projects listed in Exhibit A, attached hereto and incorporated herein by reference (each item, a “Project”, and collectively, the “Detention Basin Development”).

ARTICLE
DUTIES OF THE AUTHORITY

2.1 Authority Contribution for Detention Basin Development. Within 45 days following the receipt of an invoice for a Project, and quotes for any other necessary related work, the Authority shall remit to the District one hundred percent (100%) of the actual costs reflected in the invoices for each Project, up to a total maximum of fifty thousand dollars (\$50,000) (“Authority Contribution”).

2.2 Right of Access. During the Detention Basin Development, the Authority will have the right to review all documents, maps, plats, records, photographs, reports or drawings affecting the Detention Basin Development. Upon request by the Authority, the District shall provide such materials within ten (10) business days of such request.

2.3 Limit of Appropriation. The District understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that District may become entitled to for the Services performed under this Agreement, and the total maximum sum that the Authority shall become liable to pay to Authority under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of fifty thousand dollars (\$50,000). Notwithstanding anything to the contrary, or that may be construed to the contrary, the Authority’s liability under the terms and provisions of this Agreement is limited to this sum.

**ARTICLE 3
DUTIES OF THE DISTRICT**

3.1 Detention Basin Development. During the preliminary engineering for each Project, the applicable work product for each such Project (such as refined values for loads and clearance distances) shall be submitted via e-mail to the Authority for review and any objections or approval.

3.2 Management Responsibility. The parties acknowledge and agree that, notwithstanding the Authority's Contribution, the District shall remain responsible for providing all necessary supervision and management for each Project. The District will be responsible for securing all necessary permits and consents.

3.3 Timing of Projects. The **Projects** as listed in Exhibit A to this Agreement must be completed by August 2025. For the avoidance of doubt, this Agreement does not create any obligation of the District to design, advertise, issue notice to proceed, or construct any Project.

3.4 Use of Authority Contribution. The District shall use the Authority Contribution solely for the payment of costs of each Project and for no other purpose. The District further agrees to the following:

- (a) The District shall maintain an itemized accounting report ("Accounting Report") that itemizes the Project Costs during the completion of each Project. Within ninety (90) days of completion of each Project, the District shall provide the Authority with a copy of the Accounting Report.

3.5 Insurance and Indemnification.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE DISTRICT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS ("INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF THE DISTRICT, OR ANOTHER ENTITY OVER WHICH THE DISTRICT EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBAUTHORITY OR SUPPLIER; COMMITTED BY DISTRICT OR ANOTHER ENTITY OVER WHICH THE DISTRICT EXERCISES CONTROL.

THE DISTRICT SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE AUTHORITY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE AUTHORITY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR

LIABILITIES WHICH MIGHT BE IMPOSED ON THE AUTHORITY AS THE RESULT OF SUCH ACTIVITIES BY THE DISTRICT OR ANOTHER ENTITY OVER WHICH THE DISTRICT EXERCISES CONTROL.

THE AUTHORITY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING.

3.6 Minority and Women Business Enterprises. The District is encouraged to review the City of Houston's Minority and Women Business Enterprise ("MWBE") program as set forth in Chapter 15, Article V of the City of Houston Code of Ordinances and the requirements for good faith efforts on file with the City Office of Business Opportunity. In connection with the Projects, the District shall make good faith efforts to award the maximum number of subcontracts or supply agreements to entities that are certified by the City as MWBEs.

ARTICLE 4
TERM AND TERMINATION

4.1 Agreement Term. This Agreement shall commence upon final execution by all the Parties and, unless sooner terminated under this Agreement, shall terminate upon the later of:

- (a) the District's completion of all Projects listed on Exhibit A;
- (b) the exhaustion of the Authority Contribution; or
- (c) six months from the date the Agreement was executed.

4.2 Termination for Convenience. Prior to the District's entering into a contract with a consultant for a Project, either Party may terminate this Agreement, without cause, by delivering 30 days' written notice to the other Party with respect to all Projects for which no agreements have been entered. After termination under this provision, neither Party shall have any further obligation under this Agreement, except as follows: the District shall return to the Authority any portion of the Authority Contribution that the District has not (i) expended in accordance with Article 3 of this Agreement or (ii) encumbered to pay its obligations for a Project under a contract existing at the time of such termination.

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

4.4 Remedies Cumulative. Unless otherwise specified elsewhere in this Agreement, the rights and duties contained in this Agreement are not exclusive but are cumulative of all rights and remedies which exist now or in the future. Neither Party may terminate its duties under this Agreement except in accordance with its provisions.

ARTICLE 5
MISCELLANEOUS PROVISIONS

5.1 Purpose of Agreement. The parties agree that this Agreement is necessary for the benefit of the public and that each Party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement.

5.2 Relationship of Parties. This Agreement is not intended to and shall not create a joint enterprise between the Authority and the District. It is understood and agreed that the District and District's personnel shall not be considered employees, agents, partners, joint venturers, or servants of the Authority. It is also understood and agreed that the Authority and the Authority's personnel shall not be considered employees, agents, partners, joint venturers, or servants of the District. Each Party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

5.3 Notices. All notices and communications required or permitted hereunder shall be in writing and delivered directly or mailed by certified mail return receipt requested. Notice shall be deemed delivered on the earlier of the date of actual receipt or the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed addressed to the respective other party at the address prescribed below or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party.

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:

District

Spring Branch Independent School District
955 Cambell Road
Houston, Texas 77024
Attention: Travis Stanford
E-mail: travis.stanford@springbranchisd.com

Authority

Memorial City Redevelopment Authority
c/o Hawes Hill & Associates
9600 Long Point Road 3200 Suite 200
Houston, Texas 77055
Attn: Naina Magon
E-mail : nmagon@haweshill.com
cc: avinson@abhr.com

5.4 Assignment. No Party shall make, in whole or in part, or in law or otherwise, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other Parties hereto.

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

5.6 Third Party Beneficiary. This Agreement shall not bestow any rights upon any third party, but rather shall bind and benefit the Authority and the District only.

5.7 Recitals. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

5.8 Audit Rights. The District shall cooperate to the fullest extent with any and all federal, state, local, or county audits related to this Agreement. The District's cooperation shall include, but not be limited to access to all books, records, contracts, spreadsheets, correspondence, and documents, in whatever form, that are applicable to this Agreement and requested by any federal, state, local, or county entity that has rights or jurisdiction over any part of this Agreement or the funds applicable to this Agreement.

5.9 Record Retention. The District agrees to retain within the boundaries of Harris County, for six (6) years after the expiration of this Agreement, all books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement. The District will retain and make available, and insert the requisite clause in each applicable subcontract requiring its subcontractors to retain and make available, the books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement.

5.10 Severability. In the event any term, covenant or condition herein contained shall be held to be valid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either the Authority or the District in their respective rights and obligations contained in the valid terms, covenant and conditions hereof.

5.11 Entire Agreement. This Agreement merges the prior negotiations and understandings of the Parties hereto and embodies the entire agreement of the Parties, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

5.12 Written Amendment. Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each Party hereto.

5.13 Non-Waiver. Failure of any Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

5.14 No Binding Arbitration: Right to Jury Trial. The Authority does not agree to binding arbitration, nor does the Authority waive its right to a jury trial.

5.15 Survival Of Terms. Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

5.16 Successors. This Agreement shall bind and benefit the Parties and their legal successors. This Agreement does not create any personal liability on the part of any officer or agent of the Authority or the District.

5.17 No Waiver of Immunity. No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

5.18 Execution, Multiple Counterparts. This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

[Signature page to follow]

APPROVED AS TO FORM:

SPRING BRANCH INDEPENDENT SCHOOL
DISTRICT

By: _____
Title
Date: _____

By: _____
Title
Date: _____

MEMORIAL CITY REDEVELOPMENT AUTHORITY

By: _____

Title: Chair

Date: _____

APPROVED:

CITY OF HOUSTON

Name: Gwendolyn Tillotson-Bell
Title: Chief Economic Development Officer
Date:

EXHIBIT A

The following professional services associated with the Memorial Middle School Tax Increment Reinvestment Zone No. 17 Technical Support Design Coordination:

1. Develop and evaluate design criteria for foundation;
2. Develop and evaluate design criteria for finished floor elevation and fill height;
3. Develop and evaluate design criteria for utility trench details;
4. Develop and evaluate design criteria for storm sewer outfall easement;
5. Review maintenance components that may be of interest to the District and future school;
6. Obtain information on the limits of the future school as required for planning and design of the detention basin;
7. Mobilization and initiation activities (proposals, procurement, and job set-up) regarding the above Projects; and
8. Coordination with City of Houston Engineers regarding the above Projects.

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

AGENDA MEMORANDUM

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

6. CIP Committee update and recommendations:

- a. Receive update from HR Green.
 - i. Sports Complex, Detention Basin A.
 - ii. Memorial Drive, Phase 2.
 - iii. W-140 Briar Branch Expansion
 - b. Pay Application No. 4, W-140 Detention Basin, from Reytec Construction.

- b. Receive update from The Goodman Corporation.
 - i. W-140 Detention Basin
 - ii. Memorial Drive Phase 2

PROGRESS REPORT

MAY 2025

MEMORIAL CITY REDEVELOPMENT AUTHORITY/TIRZ 17



Planning/Preliminary:

- City of Houston / HR Green Sports Complex Support:
 - SBISD reimbursement agreement
 - Meeting scheduled with SBISD and Stantec 6/2 – Technical
 - Working key issues
 - Trees
 - Volume
 - Structural design
 - In parallel, developing roadway and trunkline plan sheets

- Memorial Drive – Phase II:
 - City of Bunker Hill issued RFQ on 4/14

PROGRESS REPORT—MAY 2025

BRIAR BRANCH STORM WATER DETENTION BASIN EXPANSION AND STORM SEWER IMPROVEMENTS

WBS No. N-T7000-0021-3



PROJECT LOCATION

Storm sewer and roadway improvements:

Westview Drive, Cedardale Dr, Windhover Ln, and Demaret Ln

Basin improvements:

At existing basin between Bunker Hill Rd and Blalock Rd.

FUNDING PARTNERS

EPA: \$3,394,000

PROJECT OBJECTIVES & DESCRIPTION

Reduce risk of flooding in neighborhood by:

- Installing reinforced concrete boxes to draw water more quickly away from the homes.
- Mitigating flow increases by deepening the detention basin.

ASSOCIATED IMPROVEMENTS

- Reinforced concrete boxes and basin deepening
- Half-road replacement
- Mill and overlay roadway (side without boxes)
- Sidewalk and ADA-compliant wheelchair ramps
- Waterline replacements
- Driveway replacement
- Lift station
- Subsurface barrier wall

EXISTING BASIN



Schumacher Lane Typical Section



Existing Roadway



Existing Conditions: Bering Dr at Schumacher Ln (January 2017 Rainfall event)

PROJECT STATUS

- Continued detention basin excavation and offsite disposal
- Continued liner plate shaft installation for wet well
- Continued slurry wall clay cap installation
- Removed and disposed of channel lining
- Removed and disposed of interceptor structures
- Began storm sewer outfall modification from the hotel

NEXT STEPS

- Begin wet well installation
- Continue basin excavation and offsite disposal
- Complete storm sewer outfall modification from the hotel
- Install basin access road
- Install 4'x4' RCBs to wet well

BASIN DETENTION VOLUME

| | |
|---------------------|-------------------|
| Pre-project volume: | 44 ac-ft |
| Added volume: | 35.1 ac-ft* |
| Total: | 79.2 ac-ft |

*80% capacity increase

PROGRESS REPORT— MAY 2025

BRIAR BRANCH STORM WATER DETENTION BASIN EXPANSION AND STORM SEWER IMPROVEMENTS



CONSTRUCTION TIME

Original Contract Time: 470 Days
Mobilization Date: Jan 6th, 2025

CONTACT INFORMATION

Construction Manager:
HR Green
11750 Katy Freeway, Suite 400
Houston, TX 77079



CONTRACTOR

Reytec Construction Resources, Inc.
1901 Hollister St.
Houston, TX 77080



PAYMENT ESTIMATES

| | |
|--|-----------------|
| Original Contract Amount | \$13,797,688.00 |
| Change Order Amount to Date | \$0.00 |
| Current Contract Amount | \$13,797,688.00 |
| Previous Payments | \$3,989,862.63 |
| Current Payment Due (Minus Retainage) | \$433,357.32 |
| Contract Completion Date | April 20, 2026 |
| Balance Remaining | \$9,141,667.00 |

PROGRESS PHOTOS



Liner Plate Shaft Installation for Wet Well



Excavation and Offsite Disposal



Pump for Ground Water Control



Slurry Wall Cap Installation



▶ 11750 Katy Freeway | Suite 400
Houston, TX 77079
Main 832.318.8800 + **Fax** 713.965.0044
TBPE Firm F-11278
▶ HRGREEN.COM

May 16, 2025

Ms. Ann Givens, Chair of the Board
Memorial City Redevelopment Authority/TIRZ 17
9610 Long Point, Suite 150
Houston, TX 77055

RE: Briar Branch (W140-01-00) Storm Water Detention Basin Expansion and Storm Sewer Improvements
WBS No. N-T17000-0021-3
Reytec Construction Resources, Inc. Payment No. 04

Dear Ms. Givens,

Reytec Construction Resources, Inc. (Reytec) has submitted estimate No. 04 in the amount of \$433,357.32 for construction services rendered through April 30, 2025. Based on our review, Reytec has complied with all requirements stated in the estimate and we recommend payment of **\$433,357.32** to Reytec.

The following billing information is to be used for payment:

Reytec Construction Resources, Inc.
1901 Hollister St.
Houston, TX 77080

If you have any questions or require additional information, please feel free to contact me at (832) 318-8800.

Sincerely,

HR GREEN, INC.

A handwritten signature in blue ink, appearing to be 'MA', written over a white background.

Muhammad Ali, PE
Project Manager

Enclosures: Reytec Pay Est. No. 04

To: Memorial City Redevelopment Authority
Attn: Ann Givens, Board Chair
From: Kirk Myers, PE, PMP
Subject: W-140 Detention Basin Improvements Project
EPA Grant 02F25701 - 1
Construction Contract Pay Estimate #4
Date: May 19, 2025

This memo serves as notification of approval of Pay Estimate #4 for the subject Project. The pay application submitted by Reytec Construction Resources, Inc., reflects work completed during the period from 4/1/2025 to 4/30/2025. The Goodman Corporation (TGC) has reviewed the pay application, certified payrolls, and supporting documents and has determined all items are in compliance with the plans, specifications, and contract conditions. TGC hereby recommends payment of \$823,860.43 to Reytec Construction pursuant to the executed contract.

The following billing information is to be used for payment:

Reytec Construction Resources, Inc.
1901 Hollister St
Houston, TX 77080

The Authority may draw down 80% of the allocated costs (detention basin and roadway), or \$287,976.00, from the EPA funding allocated to this project in accordance with the grant agreement. The Authority share is \$535,884.43. The total allocations of Federal and Authority shares and summary of work completed this period are provided on the following page. TGC requests copies of the approved pay certificate and proof of payment for the grant reimbursement request.

Please feel free to contact me with any questions or requests for additional information at (713) 714-3560 or kmyers@thegoodmancorp.com.

Encl:
Certified Pay Estimate Packet
DBE Contractor Payment Report

C:
Gauge Engineering, Attn: David Greaney, PE, Project Manager
Hawes-Hill & Associates, Records & Compliance, Attn: Linda Clayton

| Pay Estimate (Period) | Payment Due Contractor | Federal Share (EPA Grant 02F25701-1) | Authority Share |
|-----------------------|------------------------|--------------------------------------|-----------------------|
| #1 (1/1/25-1/31/25) | \$390,503.20 | \$3,458.00 | \$387,045.20 |
| #2 (2/1/25-2/28/25) | \$3,450,290.75 | \$2,394,000.00 | \$1,056,290.75 |
| #3 (3/1/25-3/30/25) | \$149,068.68 | \$55,178.00* | \$93,890.68* |
| #4 (4/1/25-4/30/25) | \$823,860.43 | \$287,976.00 | \$535,884.43 |
| Running Totals | \$4,813,723.06 | \$2,740,612.00 | \$2,073,111.06 |

The amount of the EPA grant for this project is \$3,394,000.00. The grant balance, including this payment, is \$653,388.00. The share amounts above reflect the appropriate eligible work items as detailed in the project budget in the grant agreement. Share amounts for Pay Estimate #3 have been revised to correct a previous error in the tabulation. The Automated Standard Application for Payments (ASAP) request will be submitted upon receipt of the Authority’s proof of payment.

The work completed during this period corresponds to approximately 3.3% of the bid schedule, bringing the project earned value to 33.7%. Elapsed contract time is 107 of 470 calendar days (22.8%). There have been no approved changes to the contract. The summary of completed work for the stated period is provided in the following table.

| Item Category | Item Description | % Complete this Period | Total % Completed |
|------------------|--|------------------------|-------------------|
| General | Clearing and Grubbing | 0.06% | 92.29% |
| Traffic Control | Traffic Control and Regulation | 7.46% | 29.82% |
| Detention Basin | Piezometer, Channel Lining & Backslope Interceptor Removal/Disposal, Stone Riprap Removal/Reinstallation, Care and Control of Water, Soil Excavation & Disposal/Reuse, Clay Cap w/ Geogrid/textile | 7.05% | 67.11% |
| Pump Station | Structural Wet Well Excavation & Liner Plate Shaft | 1.86% | 3.41% |
| Extra Unit Price | Temporary Basin Pumping | 4.88% | 19.51% |

MEMORIAL CITY REDEVELOPMENT AUTHORITY/TIR217

W140-01-00 BRIAR BRANCH STORM WATER DETENTION BASIN EXPANSION AND STORM SEWER IMPROVEMENTS WBS NO. N-T17000-0021-3

Contractor:
 Reytec Construction Resources, Inc
 1901 Hollister St
 Houston, Texas 77080

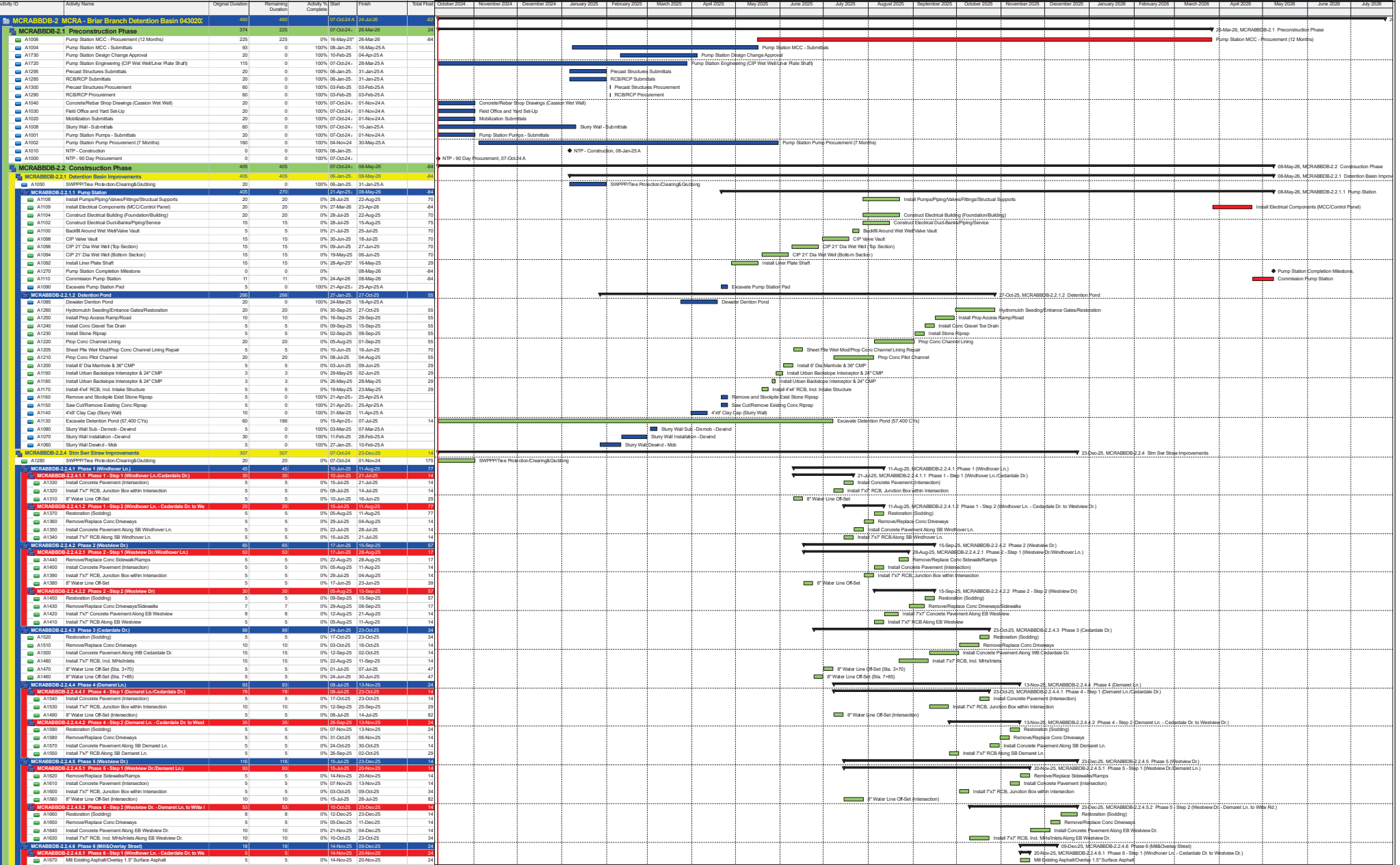
Today's Date: 5/5/2025
Pay Period: 04/01/2025 - 04/30/2025
Pay Estimate No.: 4
Rain Days This Month:

| Item | Item Description | UOM | Est. Unit Quantity | Unit Price | Contract Amount | Previous Quantities | This Month Quantities | To Date Quantities | This Month Billing | Total Amount Billed | % Complete | Explanation |
|-------------------------------|---|-----|--------------------|---------------|-----------------|---------------------|-----------------------|--------------------|--------------------|---------------------|------------|-------------|
| General Items | | | | | | | | | | | | |
| 1 | MOBILIZATION | LS | 1 | \$ 750,000.00 | \$ 750,000.00 | | 1.00 | 1.00 | \$ - | \$ 750,000.00 | 100% | |
| 2 | CLEARING AND GRUBBING | AC | 6 | \$ 2,500.00 | \$ 15,000.00 | | 4.00 | 2.00 | 6.00 | \$ 5,000.00 | 100% | |
| 3 | UNIFORMED PEACE OFFICERS (MID BID \$55-HR) | HR | 1000 | \$ 55.00 | \$ 55,000.00 | | 19.00 | 19.00 | \$ - | \$ 1,045.00 | 2% | |
| 4 | 12" PIPE GATE | EA | 2 | \$ 5,000.00 | \$ 10,000.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| Demolition Items | | | | | | | | | | | | |
| 5 | REMOVE EXIST ASPHALT PAVEMENT BY MILLING | SY | 1986 | \$ 5.00 | \$ 9,930.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 6 | REMOVE AND DISPOSE OF REINFORCED CONC PAV W/ W/O ASPHALT | SY | 3785 | \$ 12.00 | \$ 45,420.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 7 | REMOVE AND DISPOSE OF EXIST CONC CURB | LF | 2200 | \$ 1.50 | \$ 3,300.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 8 | REMOVE AND DISPOSE OF CONC DRIVEWAYS | SY | 424 | \$ 12.00 | \$ 5,088.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 9 | REMOVE AND DISPOSE OF CONC SIDEWALKS & RAMPS | SY | 61 | \$ 15.00 | \$ 915.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 10 | REMOVE AND DISPOSE OF EXIST STM SWR PIPE | LF | 670 | \$ 20.00 | \$ 13,400.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 11 | REMOVE AND DISPOSE OF EXIST MANHOLES | EA | 7 | \$ 850.00 | \$ 5,950.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 12 | REMOVE AND DISPOSE OF EXIST INLETS | EA | 6 | \$ 850.00 | \$ 5,100.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 13 | CUT AND PLUG PIPES | EA | 3 | \$ 2,000.00 | \$ 6,000.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| Traffic Control Items | | | | | | | | | | | | |
| 14 | TRAFFIC CONTROL AND REGULATION | LS | 1 | \$ 112,500.00 | \$ 112,500.00 | | 0.30 | 0.10 | 0.40 | \$ 11,250.00 | 40% | |
| 15 | FURNISH AND INSTALLING PRECAST LPCB TYP 1&2 | LF | 560 | \$ 30.00 | \$ 16,800.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 16 | MOVE PRECAST LPCB TYP 1&2 | LF | 880 | \$ 15.00 | \$ 13,200.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 17 | REMOVE PRECAST LPCB TYP 1&2 | LF | 560 | \$ 15.00 | \$ 8,400.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| Roadway Items | | | | | | | | | | | | |
| 18 | HYDRATED LIME (SLURRY) OR COMMERCIAL LIME SLURRY | TON | 97 | \$ 365.00 | \$ 35,405.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 19 | 8" LIME TREATED STABILIZED SUBGRADE | SY | 4388 | \$ 8.50 | \$ 37,298.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 20 | REINFORCED CONCRETE PAVEMENT (6" DEPTH) | SY | 1534 | \$ 80.00 | \$ 122,720.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 21 | REINFORCED CONCRETE PAVEMENT (6" DEPTH) HES | SY | 1041 | \$ 100.00 | \$ 104,100.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 22 | REINFORCED CONCRETE PAVEMENT (11" DEPTH) | SY | 534 | \$ 115.00 | \$ 61,410.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 23 | REINFORCED CONCRETE PAVEMENT (11" DEPTH) HES | SY | 870 | \$ 130.00 | \$ 113,100.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 24 | TYPE D HOT MIX ASPHALTIC CONC PAV. (1-1/2") INCL. TACKCOAT | TON | 362 | \$ 250.00 | \$ 90,500.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 25 | REINFORCED CONCRETE SIDEWALK (4-1/2") THICK | SF | 152 | \$ 25.00 | \$ 3,800.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 26 | CONSTRUCT ADA COMPLAINT RAMP | SF | 605 | \$ 30.00 | \$ 18,150.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 27 | 6-INCHES CONC DRIVEWAY, INCL. EXCAVATION AND BASE | SF | 3287 | \$ 12.00 | \$ 39,444.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 28 | 7-INCH HES CONC DRIVEWAY, INCL. EXCAVATION AND BASE | SF | 300 | \$ 20.00 | \$ 6,000.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 29 | REINFORCED CONCRETE CURB (6") | LF | 1810 | \$ 5.00 | \$ 9,050.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 30 | CONCRETE PAVING HEADER | LF | 195 | \$ 15.00 | \$ 2,925.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| Pavement Marking Items | | | | | | | | | | | | |
| 31 | THERMOPLASTIC PAVEMENT MARKINGS - (W) (12") (SLD) | LF | 132 | \$ 5.00 | \$ 660.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 32 | THERMOPLASTIC PAVEMENT MARKINGS - (W) (24") (SLD) | LF | 65 | \$ 10.00 | \$ 650.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 33 | RASIED PAVEMENT MARKERS TYPE II (A-A) | EA | 34 | \$ 10.00 | \$ 340.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 34 | THERMOPLASTIC PAVEMENT MARKINGS - (Y)(4") (SLD) | LF | 1274 | \$ 2.50 | \$ 3,185.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| Drainage Items | | | | | | | | | | | | |
| 35 | BRICK PLUG IN RCB | SF | 240 | \$ 50.00 | \$ 12,000.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 36 | TYP C-1 INLET W/ ONE EXTENSION | EA | 13 | \$ 6,500.00 | \$ 84,500.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 37 | TXDOT TYP C-1 INLET W/ ONE EXTENSION | EA | 5 | \$ 7,500.00 | \$ 37,500.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 38 | TYP C 4-FOOT DIA PRECAST ROUND CONC MANHOLE | EA | 3 | \$ 9,000.00 | \$ 27,000.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 39 | TYP C 4-FOOT DIA PRECAST MANHOLE ON RCB | EA | 10 | \$ 3,000.00 | \$ 30,000.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 40 | DESIGN, FURNISH, AND INSTALL 9"x9" JUNCTION BOX | EA | 3 | \$ 30,000.00 | \$ 90,000.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 41 | DESIGN, FURNISH, AND INSTALL 9"x9" JUNCTION BOX W/ 4"x3" RESTRICTOR | EA | 1 | \$ 30,000.00 | \$ 30,000.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 42 | 3-INCH PVC PIPE TO CURB | LF | 20 | \$ 20.00 | \$ 400.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 43 | 4-INCH PVC PIPE TO CURB | LF | 20 | \$ 25.00 | \$ 500.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 44 | 24-INCH DIA STM SWR BY OPEN CUT | LF | 151 | \$ 200.00 | \$ 30,200.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 45 | 30-INCH DIA STM SWR BY OPEN CUT | LF | 14 | \$ 300.00 | \$ 4,200.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 46 | 7x7' RCB BY OPEN CUT | LF | 2248 | \$ 900.00 | \$ 2,023,200.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 47 | 7x5' RCB BY OPEN CUT | LF | 40 | \$ 1,300.00 | \$ 52,000.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 48 | 7x4' RCB BY OPEN CUT | LF | 110 | \$ 1,250.00 | \$ 137,500.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 49 | TRENCH SAFETY SYSTEM | LF | 2563 | \$ 5.00 | \$ 12,815.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| SWPPP Items | | | | | | | | | | | | |
| 50 | INLET PROTECTION BARRIER | LF | 78 | \$ 25.00 | \$ 1,950.00 | | 78.00 | 78.00 | \$ - | \$ 1,950.00 | 100% | |
| 51 | BAGGED GRAVEL BARRIER | LF | 369 | \$ 25.00 | \$ 9,225.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 52 | REINFORCED SILT FENCE | LF | 2059 | \$ 2.00 | \$ 4,118.00 | | 2059.00 | 2059.00 | \$ - | \$ 4,118.00 | 100% | |
| 53 | ROCK FILTER DAME - TYPE 2 | LF | 109 | \$ 50.00 | \$ 5,450.00 | | 40.00 | 40.00 | \$ - | \$ 2,000.00 | 37% | |
| 54 | STABILIZED CONSTRUCTION ACCESS | SY | 110 | \$ 35.00 | \$ 3,850.00 | | 66.00 | 66.00 | \$ - | \$ 2,310.00 | 60% | |
| Water Line Items | | | | | | | | | | | | |
| 55 | HAND DIG FOR WATER LINE INSTALLATION | LS | 1 | \$ 5,000.00 | \$ 5,000.00 | | 1.00 | 1.00 | \$ - | \$ 5,000.00 | 100% | |
| 56 | OFFSET OF EXIST 1-1/2" TO 2" DIA SERVICE LINE, LONG SIDE | EA | 20 | \$ 4,000.00 | \$ 80,000.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 57 | REMOVE OF EXIST WATER LINE (ALL SIZES) | LF | 460 | \$ 12.00 | \$ 5,520.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 58 | TRENCH SAFETY SYSTEM | LF | 395 | \$ 10.00 | \$ 3,950.00 | | 263.00 | 263.00 | \$ - | \$ 2,630.00 | 67% | |
| 59 | WTR MAIN PIPE (PVC) 8-INCH, BY OPEN CUT | LF | 207 | \$ 250.00 | \$ 51,750.00 | | 167.00 | 167.00 | \$ - | \$ 41,750.00 | 81% | |
| 60 | WTR MAIN PIPE (PVC) 12-INCH, BY OPEN CUT | LF | 188 | \$ 350.00 | \$ 65,800.00 | | 96.00 | 96.00 | \$ - | \$ 33,600.00 | 51% | |
| 61 | FIRE HYDRANT BRANCH | LF | 5 | \$ 250.00 | \$ 1,250.00 | | 1.00 | 1.00 | \$ - | \$ 250.00 | 20% | |
| 62 | FIRE HYDRANT ASSEMBLY | EA | 1 | \$ 15,000.00 | \$ 15,000.00 | | 1.00 | 1.00 | \$ - | \$ 15,000.00 | 100% | |
| 63 | REMOVING AND SALVAGING FIRE HYDRANT | EA | 1 | \$ 550.00 | \$ 550.00 | | 1.00 | 1.00 | \$ - | \$ 550.00 | 100% | |
| 64 | CUT, PLUG, & ABANDON (6 IN) | EA | 7 | \$ 1,250.00 | \$ 8,750.00 | | 1.00 | 1.00 | \$ - | \$ 1,250.00 | 14% | |
| 65 | CUT, PLUG, & ABANDON (8 IN) | EA | 2 | \$ 1,350.00 | \$ 2,700.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 66 | WET CONNECTION (8 IN) | EA | 12 | \$ 1,500.00 | \$ 18,000.00 | | 7.00 | 7.00 | \$ - | \$ 10,500.00 | 58% | |
| 67 | WET CONNECTION (12 IN) | EA | 7 | \$ 2,000.00 | \$ 14,000.00 | | 2.00 | 2.00 | \$ - | \$ 4,000.00 | 29% | |
| Sanitary Sewer Items | | | | | | | | | | | | |
| 68 | ADJUST EXIST SAN SWR MANHOLES TO GRADE | EA | 1 | \$ 1,000.00 | \$ 1,000.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 69 | CASING (STEEL) (SAN SWR) (15 IN) | LF | 40 | \$ 250.00 | \$ 10,000.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 70 | 10-INCH SAN SWR BY OPEN CUT | LF | 19 | \$ 500.00 | \$ 9,500.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| Illumination Items | | | | | | | | | | | | |
| 71 | GROUND BOX TYP D (162922) | EA | 2 | \$ 1,500.00 | \$ 3,000.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |
| 72 | STREET LIGHTING CONDUIT, 2-INCH, SCH 80 PVC | LF | 162 | \$ 30.00 | \$ 4,860.00 | | 0.00 | 0.00 | \$ - | \$ - | 0% | |

| Detention Basin Items | | | | | | | | | | | |
|-----------------------|---|-----|--------|---------------|-----------------|--------|---------|----------|---------------|-----------------|------|
| 73 | PIEZOMETER | EA | 1 | \$ 7,500.00 | \$ 7,500.00 | 0.00 | 1.00 | 1.00 | \$ 7,500.00 | \$ 7,500.00 | 100% |
| 74 | TYP "C" 6-FOOT DIA PRECAST ROUND CONC MANHOLE | EA | 1 | \$ 30,000.00 | \$ 30,000.00 | 0.00 | | | \$ - | \$ - | 0% |
| 75 | REMOVE AND DISPOSE OF SHEET PILE WEIR | SF | 315 | \$ 10.00 | \$ 3,150.00 | 0.00 | | | \$ - | \$ - | 0% |
| 76 | REMOVE AND DISPOSE OF CHANNEL LINING | SY | 1532 | \$ 10.00 | \$ 15,320.00 | 0.00 | 1200.00 | 1200.00 | \$ 12,000.00 | \$ 12,000.00 | 78% |
| 77 | REMOVE AND DISPOSE OF EXIST CONC AND CURB/GUTTER | LF | 60 | \$ 5.00 | \$ 300.00 | 0.00 | | | \$ - | \$ - | 0% |
| 78 | REMOVE AND DISPOSE OF EXIST BACKSLOPE INTERCEPTOR STRUCTURE | EA | 2 | \$ 300.00 | \$ 600.00 | 0.00 | 2.00 | 2.00 | \$ 600.00 | \$ 600.00 | 100% |
| 79 | REMOVE AND DISPOSE OF WATER VALVE | EA | 3 | \$ 350.00 | \$ 1,050.00 | 3.00 | | | \$ - | \$ 1,050.00 | 100% |
| 80 | REMOVE AND DISPOSE OF WATER METER | EA | 5 | \$ 350.00 | \$ 1,750.00 | 5.00 | | | \$ - | \$ 1,750.00 | 100% |
| 81 | REMOVE AND DISPOSE OF SPRINKLER | EA | 5 | \$ 250.00 | \$ 1,250.00 | 5.00 | | | \$ - | \$ 1,250.00 | 100% |
| 82 | REMOVE AND DISPOSE OF METAL POST WITH POST/CV BOX | EA | 2 | \$ 250.00 | \$ 500.00 | 2.00 | | | \$ - | \$ 500.00 | 100% |
| 83 | REMOVE, STOCKPILE, AND RE-INSTALL STONE RIPRAP | SY | 740 | \$ 70.00 | \$ 51,800.00 | 0.00 | 370.00 | 370.00 | \$ 25,900.00 | \$ 25,900.00 | 50% |
| 84 | COARSE FILTER TOE DRAIN (CONC GRAVEL) | LF | 1272 | \$ 35.00 | \$ 44,520.00 | 0.00 | | | \$ - | \$ - | 0% |
| 85 | TOE DRAIN WASHOUT STRUCTURE (PVC) | EA | 1 | \$ 1,500.00 | \$ 1,500.00 | 0.00 | | | \$ - | \$ - | 0% |
| 86 | CRUSHED LIMESTONE - 6" DEPTH (ALL WEATHER ACCESS ROAD) | SY | 4104 | \$ 20.00 | \$ 82,080.00 | 0.00 | | | \$ - | \$ - | 0% |
| 87 | GRANULAR FILL 3"x2" (8-INCH DEPTH) (150 LB/CY) INCL. GEOGRID | TON | 2044 | \$ 80.00 | \$ 163,520.00 | 0.00 | | | \$ - | \$ - | 0% |
| 88 | 24" ALUMINIZED STEEL TYPE 2 CMP BY OPEN CUT | LF | 249 | \$ 120.00 | \$ 29,880.00 | 0.00 | | | \$ - | \$ - | 0% |
| 89 | 36" ALUMINIZED STEEL TYPE 2 CMP BY OPEN CUT | LF | 124 | \$ 150.00 | \$ 18,600.00 | 0.00 | | | \$ - | \$ - | 0% |
| 90 | URBAN INTERCEPTOR STRUCTURE | EA | 2 | \$ 5,000.00 | \$ 10,000.00 | 0.00 | | | \$ - | \$ - | 0% |
| 91 | CARE AND CONTROL OF WATER | LS | 1 | \$ 60,000.00 | \$ 60,000.00 | 0.5 | 0.25 | 0.75 | \$ 15,000.00 | \$ 45,000.00 | 76% |
| 92 | EXCAVATION AND OFFSITE DISPOSAL | CY | 57400 | \$ 20.00 | \$ 1,148,000.00 | 0 | 13350 | 13350.00 | \$ 267,000.00 | \$ 267,000.00 | 23% |
| 93 | EXCAVATION, STOCKPILE, AND RE-USE SOIL | CY | 200 | \$ 30.00 | \$ 6,000.00 | 0 | 100 | 100.00 | \$ 3,000.00 | \$ 3,000.00 | 50% |
| 94 | IMPORTED CLAY (CAP OVER SLURRY WALL) | CY | 2227 | \$ 50.00 | \$ 111,350.00 | 852.05 | 958.31 | 1810.36 | \$ 47,915.50 | \$ 90,518.00 | 81% |
| 95 | CONCRETE CHANNEL LINING, 5" (PILOT CHANNEL) | SY | 1093 | \$ 150.00 | \$ 163,950.00 | 0 | | | \$ - | \$ - | 0% |
| 96 | CONCRETE CHANNEL LINING, 6" (WEIR) | SY | 2385 | \$ 80.00 | \$ 190,800.00 | 0 | | | \$ - | \$ - | 0% |
| 97 | CONCRETE CHANNEL LINING REPAIR, 6" (WEIR) | SY | 270 | \$ 200.00 | \$ 54,000.00 | 0 | | | \$ - | \$ - | 0% |
| 98 | RIPRAP (GRADE NO. 1) (18") | SY | 164 | \$ 120.00 | \$ 19,680.00 | 0 | | | \$ - | \$ - | 0% |
| 99 | SUBSURFACE BARRIER WALL (FURNISH AND INSTALL) | SF | 157500 | \$ 20.00 | \$ 3,150,000.00 | 157500 | | | \$ - | \$ 3,150,000.00 | 100% |
| 100 | 6" PVC (SDR26) | LF | 120 | \$ 50.00 | \$ 6,000.00 | 0 | | | \$ - | \$ - | 0% |
| Pump Station Items | | | | | | | | | | | |
| 101 | GROUND WATER CONTROL FOR OPEN CUT CONSTRUCTION | LS | 1 | \$ 5,000.00 | \$ 5,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 102 | TRENCH SAFETY SYSTEMS FOR TRENCH EXCAVATION | LF | 450 | \$ 5.00 | \$ 2,250.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 103 | 4'x4' PRECAST REINFORCED CONCRETE BOX SEWERS | LF | 130 | \$ 500.00 | \$ 65,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 104 | (PAINTING) PAINTING FOR PIPING, VALVES | LS | 1 | \$ 20,000.00 | \$ 20,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 105 | VERTICAL, SINGLE STAGE, NON-CLOG CENTRIFUGAL PUMPS | LS | 1 | \$ 450,000.00 | \$ 450,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 106 | AIR RELEASE VALVE FOR PUMPING SYSTEM FORCE MAIN PIPING | EA | 4 | \$ 15,500.00 | \$ 62,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 107 | PUMP STATION PIPING - 12-INCH RISER PIPING, INCL. VALVES | LS | 1 | \$ 165,000.00 | \$ 165,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 108 | PIPE STATION PIPING - 18-INCH RISER PIPING, INCL. VALVES | LS | 1 | \$ 85,000.00 | \$ 85,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 109 | STRUCTURAL - WET WELL | | | | | | | | | | |
| 109.1 | STRUCTURAL - WET WELL (ENGINEERING) | LS | 1 | \$ 50,000.00 | \$ 50,000.00 | 1 | | | \$ 1.00 | \$ 50,000.00 | 100% |
| 109.2 | STRUCTURAL - WET WELL (EXCAVATION PUMP STATION PAD) | LS | 1 | \$ 50,000.00 | \$ 50,000.00 | 0 | 0.2 | 0.20 | \$ 10,000.00 | \$ 10,000.00 | 20% |
| 109.3 | STRUCTURAL - WET WELL (26" DIA LINER PLATE SHAFT) | LS | 1 | \$ 250,000.00 | \$ 250,000.00 | 0.00 | 0.2 | 0.20 | \$ 50,000.00 | \$ 50,000.00 | 20% |
| 109.4 | STRUCTURAL - WET WELL (CIP WET WELL CONC PLUG) | LS | 1 | \$ 100,000.00 | \$ 100,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 109.5 | STRUCTURAL - WET WELL (CIP WET WELL BOTTOM SECTION) | LS | 1 | \$ 300,000.00 | \$ 300,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 109.6 | STRUCTURAL - WET WELL (CIP WET WELL TOP SECTION) | LS | 1 | \$ 300,000.00 | \$ 300,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 109.7 | STRUCTURAL - WET WELL (CIP WET WELL TOP) | LS | 1 | \$ 75,000.00 | \$ 75,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 109.8 | STRUCTURAL - WET WELL (CIP WET WELL INTERNAL SUPPORT COLUMNS) | LS | 1 | \$ 50,000.00 | \$ 50,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 109.9 | STRUCTURAL - WET WELL (DEBRIS SCREEN/METAL COMPONENTS) | LS | 1 | \$ 100,000.00 | \$ 100,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 109.10 | STRUCTURAL - WET WELL (BACKFILL STRUCTURE) | LS | 1 | \$ 25,000.00 | \$ 25,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 110 | STRUCTURAL - VALVE VAULT | | | | | | | | | | |
| 110.1 | STRUCTURAL - VALVE VAULT (CIP CONC BOTTOM) | LS | 1 | \$ 100,000.00 | \$ 100,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 110.2 | STRUCTURAL - VALVE VAULT (CIP CONC WALLS) | LS | 1 | \$ 100,000.00 | \$ 100,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 110.3 | STRUCTURAL - VALVE VAULT (INSTALL SCREEN/PLATFORM) | LS | 1 | \$ 50,000.00 | \$ 50,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 111 | STRUCTURAL - INTAKE STRUCTURE | LS | 1 | \$ 35,000.00 | \$ 35,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 112 | STRUCTURAL - RETAINING WALL MODIFICATIONS | LS | 1 | \$ 30,000.00 | \$ 30,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 113 | STRUCTURAL - CMU CONTROL BUILDING W/ PRECAST ROOF | | | | | | | | | | |
| 113.1 | STRUCTURAL - CMU CONTROL BUILDING (CIP FOUNDATION/STAIRS) | LS | 1 | \$ 33,000.00 | \$ 33,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 113.2 | STRUCTURAL - CMU CONTROL BUILDING (BRICK WALLS) | LS | 1 | \$ 27,500.00 | \$ 27,500.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 113.3 | STRUCTURAL - CMU CONTROL BUILDING (ROOF) | LS | 1 | \$ 27,500.00 | \$ 27,500.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 113.4 | STRUCTURAL - CMU CONTROL BUILDING (INTERIOR FINISHES) | LS | 1 | \$ 22,000.00 | \$ 22,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 114 | ELECTRICAL - CONTROL PANEL AND PANEL INSTRUMENTATION | EA | 1 | \$ 10,000.00 | \$ 10,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 115 | ELECTRICAL - LIGHTING CONTRACTOR | EA | 1 | \$ 3,000.00 | \$ 3,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 116 | ELECTRICAL - LIGHTING/DISTRIBUTION PANEL | EA | 1 | \$ 20,000.00 | \$ 20,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 117 | ELECTRICAL - AUTODIALER OR MOTOROLA ACE3600 | EA | 1 | \$ 10,000.00 | \$ 10,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 118 | ELECTRICAL - MISCELLANEOUS ELECTRICAL INSTRUMENTATION | EA | 1 | \$ 250,000.00 | \$ 250,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 119 | ELECTRICAL - OTHER LIGHTING INCL. ELECTRICAL BUILDING | EA | 1 | \$ 20,000.00 | \$ 20,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 120 | ELECTRICAL - LEVEL INDICATING TRANSMITTER FOR CONTROL PANEL | EA | 2 | \$ 5,000.00 | \$ 10,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 121 | ELECTRICAL - CONDUIT AND CABLE | EA | 1 | \$ 20,000.00 | \$ 20,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 122 | ELECTRICAL - NEW ELECTRICAL SERVICE | EA | 1 | \$ 160,000.00 | \$ 160,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 123 | ELECTRICAL - MOTOR CONTROL CENTER W/ MTS | EA | 1 | \$ 100,000.00 | \$ 100,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 124 | ELECTRICAL - 1KVA 1-PHASE TRANSFORMER | EA | 1 | \$ 7,500.00 | \$ 7,500.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 125 | ELECTRICAL - 15KVA 1-PHASE TRANSFORMER | EA | 1 | \$ 20,000.00 | \$ 20,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 126 | ELECTRICAL - FIELD INSTRUMENTATION (2 X HYDRANGER UNITS) | EA | 2 | \$ 10,000.00 | \$ 20,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| Tree Protection Items | | | | | | | | | | | |
| 127 | Install Root Pruning Trench | LF | 275 | \$ 10.00 | \$ 2,750.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 128 | Install Zero Curb Cutback | LF | 810 | \$ 15.00 | \$ 12,150.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| Landscaping Items | | | | | | | | | | | |
| 129 | BERMUDA SOD (INCL. TOPSOIL) | SY | 2432 | \$ 5.00 | \$ 12,160.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 130 | HYDROMULCH SEEDING | AC | 7 | \$ 1,500.00 | \$ 10,500.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| Extra Work Items | | | | | | | | | | | |
| 131 | TEMPORARY BASIN PUMPING | MO | 15 | \$ 1,000.00 | \$ 15,000.00 | 3 | 1 | 4.00 | \$ 1,000.00 | \$ 4,000.00 | 27% |
| 132 | CLEARANCE PRUNE TREE | EA | 10 | \$ 150.00 | \$ 1,500.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 133 | CROWN CLEANING PRUNE | EA | 10 | \$ 250.00 | \$ 2,500.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 134 | ROOT STIMULATION | EA | 10 | \$ 150.00 | \$ 1,500.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| Cash Allowance Items | | | | | | | | | | | |
| 135 | Street Cut Permit | CA | 1 | \$ 5,000.00 | \$ 5,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 136 | Street Lights | CA | 1 | \$ 10,000.00 | \$ 10,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |
| 137 | Work Change Directives | CA | 1 | \$ 500,000.00 | \$ 500,000.00 | 0 | | | \$ 0.00 | \$ - | 0% |

\$ 13,797,688.00

This Month's Billings \$ 456,165.50



MONTHLY SUBCONTRACTOR PAYMENT REPORTING FORM

Legal Project Name: BRIAR BRANCH DETENTION BASIN & STORM SEWER IMPROVEMENTS
Outline Agreement No.: _____ WBS No.: N-T17000-0021-3

Contractor's Company Name: Reytec Construction Resources, Inc.

Address: 1901 Hollister St, Houston, TX 77080

CERTIFICATION

Letti Hernandez, Contractor's Representative for the above referenced Contract, hereby certifies that (1) Contractor has paid all subcontractors, except those noted below, (2) Contractor made such payments (a) in proportion to the amount City paid Contractor and (b) in accordance and compliance with all applicable Contract Documents and laws; and (3) Contractor withheld no sums from any subcontractor for allegations of deficiency in Work. The term "subcontractor", as used herein, includes all persons or firms furnishing work, materials, services or equipment Contractor ordered incorporated into Work or placed near the Project for which the City made partial payment.

EXCEPTION: Contractor sent Payment Notifications to the following subcontractors explaining why Contractor withheld payment. Copies are attached.

| | |
|---|---|
| Subcontractor Name: _____ | Subcontractor Name: _____ |
| Street Address: _____ | Street Address: _____ |
| City, State, and Zip Code: _____ | City, State, and Zip Code: _____ |
| Amount of Payment Withheld: _____ | Amount of Payment Withheld: _____ |
| Date Payment First Withheld: _____ | Date Payment First Withheld: _____ |
| Description of Good Faith Reason: _____ | Description of Good Faith Reason: _____ |
| _____ | _____ |

Letti Hernandez
(Signature of Contractor's Representative)

Letti Hernandez
(Print or Type Name of Contractor's Representative)

05/07/2025
Date

PAYMENT NOTIFICATION – EXPLANATION OF WITHHOLDING

Legal Project Name: BRIAR BRANCH DETENTION BASIN & STORM SEWER IMPROVEMENTS

Outline Agreement No.: _____ WBS No.: N-T17000-0021-3

Contractor's Company Name: Reytec Construction, Inc.

Address: 1901 Hollister St, Houston, TX 77080

Date: 05/07/2025

SUBCONTRACTOR PAYMENT INFORMATION:

Subcontractor Name: _____

Street Address: _____

City, State, and Zip Code: _____

Business Phone Number: _____

Amount of Subcontractor Invoice: _____

Amount of Payment Made: _____

Amount of Payment Withheld: _____

Date Payment First Withheld: _____

DETAILED EXPLANATION OF WITHHOLDING: _____

Letti Hernandez

(Signature of Contractor's Representative)

Letti Hernandez

(Print or Type Name of Contractor's Representative)

CONTRACTOR PAYMENT REPORT FORM

Instructions: Contractors are required to complete and submit this report, as specified in the contract or as requested, until final payment of the contract has been made. Failure to comply with the DBE/MWBE/HUB provisions may result in contract termination, or the suspension or debarment of the contractor from doing business with the MHRA in the future in accordance with the procedures set forth in the DBE/MWBE/HUB Program. This report must be submitted with each invoice. Instructions for completing this report can be found on the following sheet.

| 1 Contract Number, if applicable | 2 Invoice Number | 3 Reporting Period | | 4 Contractor's Business Name | 5 Contact Person | 6 Address |
|-------------------------------------|---|-------------------------------------|--------------------------------|--------------------------------------|-------------------------------------|--------------------------------------|
| | | From: | To: | | | |
| W140-01-00 | 4 | 4/1/2025 | 4/30/2025 | Reytec Construction Resources, Inc. | Letti Hernandez | 1901 Hollister St, Houston, TX 77080 |
| 7 Telephone Number | 8 Date of Contract Award | 9 Schedule Date of Completion | 10 Original Contract Amount | 11 Current Contract Modifications | 12 Total Amount Received to Date | 13 Total Amount Owed |
| (832) 622-3633 | 10/15/2024 | 4/27/2026 | \$13,797,688.00 | \$0.00 | \$3,989,862.63 | \$433,357.32 |
| 14 Committed DBE/MWBE/HUB % | 15 Actual DBE/MWBE/HUB Participation to date | 16 Actual DBE/MWBE/HUB % to date | | | | |
| 20.00% | \$0.00 | | | | | |

| 17 Name of DBE/MWBE/HUB Subcontractor | 18 Description of Work | 19 Amount of payments made during current invoice period | 20 Date of payments made during current invoice period | 21 Subcontract Dollars | 22 Amount paid to date | 23 Percent paid to date | 24 Amount of this invoice allocated to DBE/MWBE/HUB Subcontractor |
|---|---------------------------|---|---|---------------------------|---------------------------|----------------------------|--|
| DBE MWSBE SUBCONTRACTORS | | | | | | | |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| DBE MWSBE SUPPLIERS | | | | | | | |
| | | | | | | | \$ - |
| | | | | | | | \$ - |
| NON-DBE MWSBE SUBCONTRACTORS/SUPPLIERS | | | | | | | |
| | | | | | | | \$ - |
| | | | | | | | \$ - |

By completing this form, the Contractor acknowledges the MHRA's prompt payment policy, which requires the Contractor to pay all subcontractors within 10 days of receiving payment from the MHRA.

| Signature | Date Signed | Name and Title of Individual Completing Report |
|-----------|-------------|--|
| | | |

PAYROLL REPORTING

| | | NAME OF CONTRACTOR : Reytec Construction Resources CONTRACTOR'S LICENSE NO: OR SUBCONTRACTOR : SPECIALTY LICENSE NO: CONTRACTOR JOB NUMBER: 2289 | | | | | | | | | | | ADDRESS: 1901 Hollister Street, Houston, TX, 77080 | | | | | | | | | | | | | | | | | | |
|---|--|--|----|-------------------------------|----------|----------|---------------|------|-----------------|---------|-------------------|---------|--|--|--|----------|------|---------------------|---|---------------------|-------------------|--------------------------------------|--------|--------------|----------------|--------------------------|--|--|--|--|--|
| | | PAYROLL No. | | FOR WEEK ENDING: 30-MAR-25 | | | | | | | | | | SELF-INSURED CERTIFICATE NO: WORKER'S COMPENSATION POLICY NO: FEIN: 76-0516513 | | | | | PROJECT OR CONTRACT NO: 2289 PROJECT AND LOCATION: Briar Branch Storm Water Detention Basin Expansion | | | | | | | | | | | | |
| | | | | (4) DAY | | | | | | | (5) | (6) | (7) GROSS AMOUNT EARNED | | (8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS | | | | | | | (9) Net Wages Paid for Week | | Check No. | | | | | | | |
| (1) Name, Address and SSN of Employee | | (2) Exempt ions | | (3) Work Classification | | M | T | W | TH | F | S | S | | | | | | | | | | | | | Total Hours | Hourly Rate of Pay | | | | | |
| | | | | | | DATE | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | 24 | 25 | 26 | 27 | 28 | 29 | 30 | HOURS WORKED EACH DAY | | | | | | | | | | | | | | | | | | |
| Amaya, Jose 16506 Sinaloa Dr. Houston, TX 77083 *****9491 | | Excavator Op | ST | 10 | 10 | 10 | 2 | 8 | 0 | 0 | 0 | 40 | 27.00 | THIS PROJECT | ALL PROJECTS | Fed. Tax | FICA | Local/ State tax | SDI | Vacation Holiday | Total Benefits | Total Deduction | 906.98 | 10527 | | | | | | | |
| | | | | 1,080.00 | 1,080.00 | 90.40 | 82.62 | | | 0.00 | | 173.02 | | | | | | | | | | | | | | | | | | | |
| | | | | HOURS | HOURS | Training | Fund Admin | Dues | Travel Subs. | Savings | Health & Welf. | Pension | | | | | | | | | | | | | | | | | | | |
| | | | | 40 | 40 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | | | | | | | | | | | | | | | | |
| Castaneda-Delgado, Luis 15823 Sarasam Creek Cypress, TX 77429 *****7423 | | Pipe Layer Help | ST | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 17.00 | THIS PROJECT | ALL PROJECTS | Fed. Tax | FICA | Local/ State tax | SDI | Vacation Holiday | Total Benefits | Total Deduction | 156.99 | 10565 | | | | | | | |
| | | | | 170.00 | 170.00 | | 13.01 | | | 0.00 | | 13.01 | | | | | | | | | | | | | | | | | | | |
| | | | | HOURS | HOURS | Training | Fund Admin | Dues | Travel Subs. | Savings | Health & Welf. | Pension | | | | | | | | | | | | | | | | | | | |
| | | | | 10 | 10 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | | | | | | | | | | | | | | | | |
| Fuentes-Amaya, Luis 16506 Sinaloa Dr. Houston, TX 77083 *****9349 | | Bulldozer Op | ST | 10 | 10 | 10 | 2 | 8 | 0 | 0 | 0 | 40 | 24.50 | THIS PROJECT | ALL PROJECTS | Fed. Tax | FICA | Local/ State tax | SDI | Vacation Holiday | Total Benefits | Total Deduction | 826.63 | 10618 | | | | | | | |
| | | | | 980.00 | 980.00 | 78.40 | 74.97 | | | 0.00 | | 153.37 | | | | | | | | | | | | | | | | | | | |
| | | | | HOURS | HOURS | Training | Fund Admin | Dues | Travel Subs. | Savings | Health & Welf. | Pension | | | | | | | | | | | | | | | | | | | |
| | | | | 40 | 40 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | | | | | | | | | | | | | | | | |
| Morales, Roger 12066 Sela Lane Apt B1, Houston, TX 77072 *****8058 | | Laborer Common | ST | 10 | 10 | 10 | 2 | 8 | 0 | 0 | 0 | 40 | 16.00 | THIS PROJECT | ALL PROJECTS | Fed. Tax | FICA | Local/ State tax | SDI | Vacation Holiday | Total Benefits | Total Deduction | 591.04 | 10730 | | | | | | | |
| | | | | 640.00 | 640.00 | | 48.96 | | | 0.00 | | 48.96 | | | | | | | | | | | | | | | | | | | |
| | | | | HOURS | HOURS | Training | Fund Admin | Dues | Travel Subs. | Savings | Health & Welf. | Pension | | | | | | | | | | | | | | | | | | | |
| | | | | 40 | 40 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | | | | | | | | | | | | | | | | |
| Zetino-Contreras, Saul 4607 Sherwood Lane. #784, Houston, TX 77092 *****7523 | | Laborer Common | ST | 10 | 10 | 10 | 2 | 8 | 0 | 0 | 0 | 40 | 16.00 | THIS PROJECT | ALL PROJECTS | Fed. Tax | FICA | Local/ State tax | SDI | Vacation Holiday | Total Benefits | Total Deduction | 586.14 | 10848 | | | | | | | |
| | | | | 640.00 | 640.00 | | 48.55 | | | 0.00 | | 53.86 | | | | | | | | | | | | | | | | | | | |
| | | | | HOURS | HOURS | Training | Fund Admin | Dues | Travel Subs. | Savings | Health & Welf. | Pension | | | | | | | | | | | | | | | | | | | |
| | | | | 40 | 40 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | | | | | | | | | | | | | | | | |

THIS PROJECT TOTAL

170

3,510.00

PAYROLL REPORTING

Date Apr 29, 2025

I, Melissa Gamez Payroll Coordinator
 (Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Reytec Construction Resources on the
 (Contractor or Subcontractor)

Briar Branch Storm Water ; that during the payroll period commencing on the
 (Building or Work)

24th day of March, 2025, and ending the 30th day of March, 2025,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Reytec Construction Resources from the full
 (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 3145), and described below:

Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|--|----------------------|
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| | |
| | |
| REMARKS: | |
| | |
| NAME AND TITLE | SIGNATURE |
| Melissa Gamez Payroll Coordinator | <i>Melissa Gamez</i> |
| THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE. | |

PAYROLL REPORTING

Page: 3 of 3
Date: Apr 29, 2025
Time: 11:24 AM EDT

Report Parameters

| | | | | | | |
|-----------|------|-----------------|--------------------|--------------|--------------|------------|
| Company: | 110 | Pay Group Code: | | Run Time: | 11:24 AM EDT | |
| Pay Run: | W | From Period: | 14 | Run Date: | Apr 29, 2025 | |
| Year: | 2025 | To Period: | 14 | Report Code: | PY1096 | 27.10.2020 |
| From Job: | 2289 | Job Company: | 110 | Operator: | MGAMEZ | |
| To Job: | 2289 | Fringe | All Projects Hours | Total Pages: | 3 | |
| | | Print Fringe | N | | | |

PAYROLL REPORTING

Date Apr 29, 2025

I, Melissa Gamez Payroll Coordinator
 (Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Reytec Construction Resources on the
 (Contractor or Subcontractor)

Briar Branch Storm Water ; that during the payroll period commencing on the
 (Building or Work)

31st day of March, 2025, and ending the 06th day of April, 2025,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Reytec Construction Resources from the full
 (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 3145), and described below:

~~Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments~~

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:


(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|--|---|
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| | |
| REMARKS: | |
| | |
| NAME AND TITLE | SIGNATURE |
| Melissa Gamez Payroll Coordinator |  |
| THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE. | |

PAYROLL REPORTING

Page: 3 of 3
Date: Apr 29, 2025
Time: 11:34 AM EDT

Report Parameters

| | | | | | | |
|-----------|------|-----------------|--------------------|--------------|--------------|------------|
| Company: | 110 | Pay Group Code: | | Run Time: | 11:34 AM EDT | |
| Pay Run: | W | From Period: | 15 | Run Date: | Apr 29, 2025 | |
| Year: | 2025 | To Period: | 15 | Report Code: | PY1096 | 27.10.2020 |
| From Job: | 2289 | Job Company: | 110 | Operator: | MGAMEZ | |
| To Job: | 2289 | Fringe | All Projects Hours | Total Pages: | 3 | |
| | | Print Fringe | N | | | |

PAYROLL REPORTING

Date Apr 29, 2025

I, Melissa Gamez

(Name of Signatory Party)

Payroll Coordinator

(Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Reytec Construction Resources on the
(Contractor or Subcontractor)

Briar Branch Storm Water ; that during the payroll period commencing on the
(Building or Work)

07th day of April, 2025, and ending the 13th day of April, 2025,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Reytec Construction Resources from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 3145), and described below:

Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
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| REMARKS: | |
| | |
| NAME AND TITLE | SIGNATURE |
| Melissa Gamez Payroll Coordinator | <i>Melissa Gamez</i> |
| THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE. | |

PAYROLL REPORTING

Page: 3 of 3
Date: Apr 29, 2025
Time: 11:37 AM EDT

Report Parameters

| | | | | | | |
|-----------|------|-----------------|--------------------|--------------|--------------|------------|
| Company: | 110 | Pay Group Code: | | Run Time: | 11:37 AM EDT | |
| Pay Run: | W | From Period: | 16 | Run Date: | Apr 29, 2025 | |
| Year: | 2025 | To Period: | 16 | Report Code: | PY1096 | 27.10.2020 |
| From Job: | 2289 | Job Company: | 110 | Operator: | MGAMEZ | |
| To Job: | 2289 | Fringe | All Projects Hours | Total Pages: | 3 | |
| | | Print Fringe | N | | | |

PAYROLL REPORTING

Date Apr 29, 2025

I, Melissa Gamez Payroll Coordinator
 (Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Reytec Construction Resources on the
 (Contractor or Subcontractor)

Briar Branch Storm Water ; that during the payroll period commencing on the
 (Building or Work)

14th day of April, 2025, and ending the 20th day of April, 2025,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Reytec Construction Resources from the full
 (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 3145), and described below:

Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:


(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
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| REMARKS: | |
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| NAME AND TITLE | SIGNATURE |
| Melissa Gamez Payroll Coordinator |  |
| THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE. | |

PAYROLL REPORTING

Page: 4 of 4
Date: Apr 29, 2025
Time: 11:38 AM EDT

Report Parameters

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|-----------|------|-----------------|--------------------|--------------|--------------|------------|
| Company: | 110 | Pay Group Code: | | Run Time: | 11:38 AM EDT | |
| Pay Run: | W | From Period: | 17 | Run Date: | Apr 29, 2025 | |
| Year: | 2025 | To Period: | 17 | Report Code: | PY1096 | 27.10.2020 |
| From Job: | 2289 | Job Company: | 110 | Operator: | MGAMEZ | |
| To Job: | 2289 | Fringe | All Projects Hours | Total Pages: | 4 | |
| | | Print Fringe | N | | | |

Memorial City Redevelopment Authority Status Update

As of May 21, 2025

W-140 Detention Basin Improvement Project (\$3,394,000 EPA grant)

- The first disbursement of \$3,458 accompanying pay application #1 has been paid to the MCRA.
- The second draw of \$2,394,000 accompanying pay application #2 has been paid to the MCRA.
- Third draw pending.

Memorial Drive Phase II (FY26 Earmark Submission)

- Representative Hunt's office has communicated a desire to carry forward projects he had previously supported through the FY25 appropriations process. This includes Memorial Drive Phase 2. TGC updated application materials, re-collected updated letters of support, and coordinated concurrence with the City of Houston. TGC provided Representative Hunt's office with a request for \$10M on April 16, 2025. TGC will continue to work with the congressional office through the appropriations process. Deadlines for submission to the House Appropriations Committee are set for mid-May; however, FY26 projects are yet to be posted.

Memorial Drive Phase II (\$3M HUD grant, \$2,334,147 MCRA share)

- The SOQ process closed on May 16, 2025.
- Eight responsive submissions have been received.
- TGC is coordinating the evaluation process with the City of Bunker Hill Village and the Memorial City Redevelopment Authority.
- The HUD grant has been executed.

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

AGENDA MEMORANDUM

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

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

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

AGENDA MEMORANDUM

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

FROM: Executive Director

SUBJECT: Agenda Item Materials

8. Series 2025 Tax Increment Contract Revenue Bonds:
 - a. Review and approve Preliminary Official Statement;
 - b. Adopt Resolution Authorizing Sale of Series 2025 Tax Increment Contract Revenue Bonds and Zone Resolution Adopting the Issuer's Resolution Authorizing the Issuance of the Series 2025 Tax Increment Contract Revenue Bonds;
 - c. Approve Second Amendment to Indenture of Trust;
 - d. Execute Certificate Regarding Provision of Financial Advice;
 - e. Approve payment to Attorney General relating to bond issue transcript review;
 - f. Authorize attorney, financial advisor and officers of the Authority to execute documents and take actions reasonably necessary to provide for the issuance of the Authority's Series 2025 Tax Increment Revenue Bonds; and
 - g. Update on bond sale date.

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

AGENDA MEMORANDUM

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

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