

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



Agenda and Agenda Materials  
Meeting of the Board of Directors

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March 25, 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, March 25, 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 February 25, 2025, meeting.
4. Accept Annual Disclosure Statements from Investment Officer and Bookkeeper.
5. Conduct annual review of Investment Policy; and adopt Resolution Regarding Annual Review of Investment Policy.
6. Adopt Resolution Establishing the Authorized Depository Institutions and Adopting List of Qualified Broker/Dealers With Whom the Authority May Engage in Investment Transactions.
7. Receive financial and bookkeeper's report, including approval of payment of invoices, review of investments, and project cash flow reports.
8. CIP Committee update and recommendations:
  - a. Receive update from Gauge Engineering, LLC.
    - i. Sports Complex, Detention Basin A.
    - ii. Memorial Drive, Phase 2.
    - iii. W-140 Briar Branch Expansion
      - 1) Pay Application No. 2, W-140 Detention Basin, from Reytec Construction.
  - b. Receive update from The Goodman Corporation.
    - i. W-140 Detention Basin
    - ii. Memorial Drive Phase 2
9. Convene in Executive Session pursuant to Section 551.072, Texas Government Code, to deliberate the purchase, exchange, lease or value of real property; pursuant to Section 551.087, Texas Government Code, to discuss deliberate regarding economic development negotiations; 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; economic development negotiations; and consultation with attorney.
  - a. Approve engagement for ESA Phase 1 services.
11. Series 2025 Contract Tax Revenue Bonds:
  - a. Consider matters regarding entering into a contract for disclosure counsel legal services and adopt Resolution Regarding Approval of Legal Services Contract.
  - b. Consider agreement with Hawes Hill & Associates LLP for bond management services.
12. Adjourn.



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Scott Bean, Zone Administrator

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

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**AGENDA MEMORANDUM**

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

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3. Approve Minutes from February 25, 2025, 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**

**February 25, 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 regular 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, February 25, 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 Scott Bean, Naina Magon, and Linda Clayton, Hawes Hill & Associates, LLP; Alia Vinson and Rachel Beeton, Allen Boone Humphries Robinson, LLP; and Jennifer Landreville, ETI Bookkeeping Services. Others attending the meeting were Andrew Busker, COH - Economic Development Dept.; James Rains, District G; Liz Miranda, District A; Kathleen Shelton, COH At Large 5; Gabrielle Luevano, Memorial Management District; Gerardo Barrera, City of Bunker Hill; Derek St. John, Gauge Engineering; Jim Webb, The Goodman Corporation; William James; and Derek Graber. Chair Givens called the meeting to order at 8:00 a.m.

**RECEIVE PUBLIC COMMENTS.**

There were no public comments.

**APPROVE MINUTES FROM JANUARY 14, 2025, MEETING.**

Upon a motion made by Director Moody III, and seconded by Director Rickel, the Board voted unanimously to approve the Minutes of the January 14, 2025, Board meeting, as presented.

**RECEIVE FINANCIAL AND BOOKKEEPER'S REPORT, INCLUDING APPROVAL OF PAYMENT OF INVOICES, REVIEW OF INVESTMENTS, AND PROJECT CASH FLOW REPORTS.**

Ms. Landreville presented the Bookkeeper's Report and review of invoices for payment, included in the Board materials. Upon a motion made by Director Rickel, and seconded by Director Freels, the Board voted unanimously to accept the Bookkeeper's Report and approved payment of invoices, as presented.

**RECEIVE ARBITRAGE REBATE REPORT FOR REVENUE AND REFUNDING BONDS SERIES 2019.**

Ms. Vinson reviewed the Interim Excess Earnings Report for the Tax Increment Contract Revenue and Refunding Bonds, Series 2019, included in the Board materials. She reported no arbitrage rebate liability. No action from the Board was required.

**CIP COMMITTEE UPDATE AND RECOMMENDATIONS:**

**a. Receive update from Gauge Engineering LLC.**

A copy of Gauge Engineering's Progress Report is included in the Board materials for review.

**i. Sports Complex, Detention Basin A.**

Mr. St. John reported the design contract with HR Green is on Council Agenda tomorrow for consideration. No action from the Board was required.

**ii. HCFCD W-151/W-153 Study**

**iii. Memorial Drive, Phase 2**

Mr. St. John reported the City of Bunker Hill is preparing a Request for Qualifications for professional engineering services to advertise for the Memorial Drive Phase 2 project. No action from the Board was required.

**iv. W-140 Briar Branch Expansion.**

Mr. St. John provided an update on the Briar Branch Storm Water Detention Basin Expansion and Storm Sewer Improvements, a copy of the Progress Report is included in the Board materials.

**a) Pay Application No. 1, W-140 Detention Basin, from Reytec Construction.**

Mr. St. John reviewed Pay Application No. 1, W-140 Detention Basin, from Reytec Construction in the amount of \$390,503.20. He reported Gauge has reviewed the pay application and concurs with the amount and quantities and is recommending for approval. Upon a motion made by Director Rickel, and seconded by Director Freels, the Board voted unanimously to approve Pay Application No. 1, W-140 Detention Basin, from Reytec Construction in the amount of \$390,503.20, as presented.

**b. Receive update from The Goodman Corporation.**

**i. W-140 Detention Basin.**

**ii. Memorial Drive, Phase 2**

**iii. FY2026 Appropriations**

Mr. Webb provided an update on funding applications and pursuit of funding opportunities, a copy of The Goodman Corporation's Status Report is included in the Board materials. He reported H-GAC Transportation Council is having a meeting on February 25, 2025. Director Freels volunteered to speak on behalf of the TIRZ for the H-GAC funding application regarding Memorial Drive, Phase 2 project. No action from the Board was required.

**CONVENE IN EXECUTIVE SESSION PURSUANT TO SECTION 551.087, TEXAS GOVERNMENT CODE, TO DISCUSS OR DELIBERATE REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS; 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 at 8:15 a.m.

**RECONVENE IN OPEN SESSION AND AUTHORIZE APPROPRIATE ACTIONS REGARDING TO ECONOMIC DEVELOPMENT NEGOTIATIONS; THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY; AND CONSULTATION WITH ATTORNEY.**

The Board reconvened in Open Session at 8:52 a.m. Upon reconvening, no action was taken by the Board.

**PROPOSED 2025 BOND ISSUANCE AND AUTHORIZE PREPARATION OF OFFERING DOCUMENT.**

Ms. Vinson reported there is outstanding authorization with the City of Houston to issue bonds. Ms. Blomquist reported approximately \$28 Million remains in authorization from the City that can be issued by the Authority. She reported currently the interest rate is 4.5% and it will take 3-4 months to issue. Upon a motion made by Director Rickel, and seconded by Director Iversen, the Board voted unanimously to authorize the Financial Advisor to engage disclosure counsel and preparation of Offering Documents.

**ADJOURN.**

There being no further business to come before the Board, Chair Givens adjourned the meeting at 9:02 a.m.

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Secretary

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

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**AGENDA MEMORANDUM**

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

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4. Accept Annual Disclosure Statements from Investment Officer and Bookkeeper.

MEMORANDUM

Date: March 25, 2025
To: Board of Directors
Memorial City Redevelopment Authority (the "Authority")
Copy: Board of Directors
Attorney for the Authority
Bookkeeper for the Authority
Texas Ethics Commission
From: Jennifer Landreville, Investment Officer and Bookkeeper
Subject: DISCLOSURE UNDER THE PUBLIC FUNDS INVESTMENT ACT

As investment officer/bookkeeper for the Authority, I submit this disclosure of my relationships with entities or individuals who are offering, have offered, or may offer to engage in an investment transaction with the Authority as of the date of this memorandum, in compliance with the Public Funds Investment Act and with the Authority's Investment Policy.

1. I have the following "personal business relationships" with individuals or entities who are offering to engage, have offered to engage or may offer to engage in an investment transaction with the District:

(a) I own (i) ten per cent (10%) or more of the voting stock or shares or (b) \$5,000 or more of the fair market value of the following business organizations:

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(b) I have received from the following business organizations funds that exceed ten percent (10%) of my gross income for the previous year:

N/A

(c) During the previous year, I acquired for my personal account investments with a book value of \$2,500 or more from the following business organizations:

N/A

2. I am related within the second degree of affinity (marriage) or consanguinity (blood) as determined by Chapter 573, Government Code, to the following individuals who are seeking, have sought or may seek to sell an investment to the District:

N/A

(SIGNATURE) - Jennifer Landreville



MEMORANDUM

Date: March 25, 2025  
To: Board of Directors  
Memorial City Redevelopment Authority (the "Authority")  
Copy: Board of Directors  
Attorney for the Authority  
Bookkeeper for the Authority  
Texas Ethics Commission  
From: Kenneth Byrd, Investment Officer and Bookkeeper  
Subject: DISCLOSURE UNDER THE PUBLIC FUNDS INVESTMENT ACT

As investment officer/bookkeeper for the Authority, I submit this disclosure of my relationships with entities or individuals who are offering, have offered, or may offer to engage in an investment transaction with the Authority as of the date of this memorandum, in compliance with the Public Funds Investment Act and with the Authority's Investment Policy.

1. I have the following "personal business relationships" with individuals or entities who are offering to engage, have offered to engage or may offer to engage in an investment transaction with the District:

(a) I own (i) ten per cent (10%) or more of the voting stock or shares or (b) \$5,000 or more of the fair market value of the following business organizations:

\_\_\_\_\_  
N/A

(b) I have received from the following business organizations funds that exceed ten percent (10%) of my gross income for the previous year:

\_\_\_\_\_  
N/A

(c) During the previous year, I acquired for my personal account investments with a book value of \$2,500 or more from the following business organizations:

\_\_\_\_\_  
N/A

2. I am related within the second degree of affinity (marriage) or consanguinity (blood) as determined by Chapter 573, Government Code, to the following individuals who are seeking, have sought or may seek to sell an investment to the District:

\_\_\_\_\_  
N/A

\_\_\_\_\_  
(SIGNATURE) - Kenneth Byrd

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

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**AGENDA MEMORANDUM**

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

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5. Conduct annual review of Investment Policy; and adopt Resolution Regarding Annual Review of Investment Policy.

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

I, the undersigned officer of the Board of Directors of Memorial City Redevelopment Authority, City of Houston, Texas (the "Zone") do hereby certify as follows:

1.       The Board of Directors of the Zone convened in regular session, open to the public, on March 25, 2025, and the roll was called of the duly constituted officers and members of said Board, to-wit:

Ann T. Givens	Chairman
Brad Freels	Director
John Rickel	Vice-Chairman
Zachary R. Hodges	Asst. Secretary
David P. Durham	Secretary
Dan Moody, III	Director
Andy Iversen	Director

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

**RESOLUTION REGARDING ANNUAL REVIEW OF INVESTMENT POLICY**

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

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

SIGNED this March 25, 2025.

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

RESOLUTION REGARDING ANNUAL REVIEW OF INVESTMENT POLICY

WHEREAS, Memorial City Redevelopment Authority aka TIRZ 17 Redevelopment Authority (the "Authority") has been legally created and has such authority as granted by state law and as delegated to the Authority by the City of Houston, Texas (the "City"); and

WHEREAS, the Board of Directors has convened on this date at a meeting open to the public and wishes to conduct its annual review of the Investment Policy for the Authority, pursuant to Chapter 2256, Texas Government Code as amended from time to time; Now, Therefore,

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

Section 1: The Board of Directors of the Authority has conducted an annual review of the Authority's Investment Policy and confirms that the current Investment Policy dated December 5, 2017, **Exhibit A**, shall remain in effect until modified by action of the Board of Directors.

PASSED AND APPROVED on March 25, 2025.

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Chair, Board of Directors

ATTEST:

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Secretary, Board of Directors

## AMENDED INVESTMENT POLICY

This Amended Investment Policy (the "Policy" or "Investment Policy") is adopted by the Board of Directors of Memorial City Redevelopment Authority aka TIRZ 17 Redevelopment Authority (the "Authority") pursuant to Chapter 2256 of the Texas Government Code.

### ARTICLE I PURPOSE

#### Section 1.01. Purpose.

This Policy with respect to Authority investments has been adopted to establish the principles and criteria by which the funds of the Authority should be invested and secured and to comply with various provisions of Texas law relating to the investment and security of funds of local government corporations (the "Investment Laws"). As of the date of the adoption of this Policy, the following laws are applicable to the investment of the Authority's funds: Chapter 2256, Texas Government Code; Chapter 2257, Texas Government Code; Chapter 791, Texas Government Code; and Chapter 404.101 et seq., Texas Government Code. The Investment Laws generally provide the minimum criteria for the authorized investment and security of the Authority's funds and require the Authority to adopt rules to ensure the investment of Authority funds in accordance with such laws. This Policy will specify the scope of authority of Authority Officials who are responsible for the investment of Authority funds.

### ARTICLE II DEFINITIONS

#### Section 2.01. Definitions.

Unless the context requires otherwise, the following terms and phrases used in this Policy shall mean the following:

- A. "Authorized Collateral" means any means or method of securing the deposit of Authority funds authorized by Chapter 2257, Texas Government Code.
- B. "Authorized Investment" means any security which the Authority is authorized to invest under Chapter 2256, Texas Government Code.
- C. "Board" means the Board of Directors of the Authority.
- D. "Collateral" means any means or method of securing the deposit of Authority funds under Article V hereof.
- E. "Collateral Act" means Chapter 2257, Texas Government Code, as amended from time to time.

- F. "Director" means a person appointed to serve on the Board of Directors of the Authority.
- G. "Authority Officials" means the Investment Officer, Authority Directors, officers, Employees, and persons and business entities engaged in handling the investment of Authority funds.
- H. "Employee" means any person employed by the Authority, but does not include independent contractors or professionals hired by the Authority as outside consultants, such as the Authority bookkeeper or accountant or the Authority's financial advisor.
- I. "FDIC" means Federal Deposit Insurance Corporation.
- J. "Investment Act" means Chapter 2256, Texas Government Code, as amended from time to time.
- K. "Investment Officer(s)" means the Director(s) or Employee(s) of the Authority appointed from time to time by the Board or independent contractor(s) or a person with whom the Authority has contracted to invest and reinvest the funds of the Authority held in its various accounts.
- L. "Public Agency" means a state or a political or governmental entity, agency, instrumentality, or subdivision of a state, including a municipality, an institution of higher education as defined by Section 61.003, Education Code, a junior college, a district created under Article XVI, Section 59, of the Texas Constitution, and a public hospital.
- M. "Texas Financial Institution" means a bank that has its main office or a branch office in the State of Texas.

ARTICLE III  
GENERAL PROVISIONS

Section 3.01. General Investment Strategy.

The Authority's general investment strategy shall be to invest so as to accomplish the following objectives, which are listed in the order of importance:

- A. Understanding of the suitability of the investment to the financial requirements of the Authority;
- B. Preservation and safety of principal;
- C. Liquidity;

- D. Marketability of the investment if the need arises to liquidate the investment before maturity;
- E. Diversification of the investment portfolio; and
- F. Yield.

Section 3.02. Diversification.

The Authority shall diversify its portfolio to minimize the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer, or a specific class of investments. Investments shall always be selected that provide for stability of income and reasonable liquidity.

Section 3.03. Provisions Applicable to All Fund Groups.

- A. All funds of the Authority shall be invested only in accordance with this Policy and shall comply with any additional requirements imposed by Indentures of Trust and Bond Resolutions of the Authority and applicable state law or federal tax law, including the Investment Laws.
- B. The Board, by separate resolution, may provide that the Authority's bookkeeper may withdraw or transfer funds from and to accounts of the Authority only in compliance with this Policy.
- C. No fund groups shall be pooled for the purposes of investment, e.g. the funds in the Pledged Revenues Fund and in the Surplus Fund shall not be commingled or pooled for purposes of investment.

Section 3.04. Annual Review.

The Board shall review this Investment Policy at least annually and adopt a resolution confirming the continuance of the Investment Policy without amendment or adopt an Amended Investment Policy.

ARTICLE IV  
INVESTMENTS

Section 4.01. Authorized Investments.

Unless specifically prohibited by law or elsewhere by this Policy, Authority monies in any of its fund groups may be invested and reinvested only in the following types of investments:

- A. Obligations, including letters of credit, of the United States or its agencies and instrumentalities; including the Federal Home Loan Banks; also

including obligations that are fully guaranteed or insured by the FDIC or by the explicit full faith and credit of the United States;

- B. Direct obligations of the State of Texas or its agencies and instrumentalities;
- C. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by or backed by the full faith and credit of the State of Texas or the United States or their respective agencies and instrumentalities; including obligations that are fully guaranteed or insured by the FDIC or by the explicit full faith and credit of the United States;
- D. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
- E. Bonds issued, assumed, or guaranteed by the State of Israel;
- F. Interest-bearing banking deposits that comply with the Investment Act;
- G. Certificates of deposit and share certificates that comply with the Investment Act;
- H. No-load money market mutual funds that comply with the Investment Act;
- I. No-load mutual funds that comply with the Investment Act; and
- J. An investment pool that complies with the Investment Act, specifically TexPool, TexPool Prime, TexStar, and Texas Cooperative Liquid Assets Securities System Trust ("Texas CLASS").

An entity is not required to liquidate investments that were authorized investments at the time of purchase. However, an investment that required a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. The Investment Officer shall monitor rating changes in investments as required by the Investment Act and shall take all prudent measures that are consistent with the investment policy to liquidate an investment that does not have the minimum rating.

#### Section 4.02. Prohibited Investments.

Notwithstanding anything to the contrary stated herein, no funds of the Authority may be invested in the following or in any other type of investment



prohibited by the Investment Act or other applicable law:

- A. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal (IO's);
- B. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest (PO's);
- C. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years;
- D. Collateralized mortgage obligations the interest rate of which are determined by an index that adjusts opposite to the changes in the market index (inverse floaters); or
- E. Investments prohibited by Chapter 2270, Texas Government Code.

With respect to bond proceeds, reserves, or funds held for debt service, no-load mutual funds shall be a prohibited investment. Additional limitations placed on investing in no-load mutual funds by the Investment Act may further prohibit the investment in such funds.

## ARTICLE V COLLATERAL

### Section 5.01. Policy of Securing Deposits of Authority Funds-- Applicable to All Deposited Authority Funds.

- A. The Authority recognizes that FDIC (or its successor) insurance is available for Authority funds deposited at any one Texas Financial Institution (including branch banks) only up to a federally determined maximum (including accrued interest) for each of the following: (i) demand deposits; (ii) time and savings deposits; and (iii) deposits made pursuant to an indenture or pursuant to law in order to pay bondholders or noteholders. It is the policy of the Authority that all deposited funds in each of the Authority's accounts shall be insured by the FDIC, or its successor, and to the extent not insured, shall be secured by Collateral pledged to the extent of the fair market value of the principal amount deposited plus accrued interest as required by the Collateral Act.
- B. If it is necessary for the Authority's depositories to pledge Collateral to secure the Authority's deposits, the Authority must obtain an executed Collateral pledge agreement (also known as a depository pledge agreement) meeting the following conditions: (1) the Collateral pledge

agreement must be in writing; (2) the Collateral pledge agreement must be approved by the depository's board of directors or loan committee; (3) the depository's approval of the Collateral pledge agreement must be reflected in the minutes of the meeting of the depository's board or loan committee approving same; and (4) the Collateral pledge agreement must be kept in the official records of the depository. The depository must provide to the Investment Officer or Authority Officials with written proof of the depository's approval of the pledge agreement as required herein in a form acceptable to the Authority. A signed or certified copy of the minutes of the meeting of the depository's board or loan committee reflecting the approval of the Collateral pledge agreement or other written documentation of such approval acceptable to the Investment Officer will be accepted. It is the preference of the Board that all requirements of this section be met prior to the deposit of any Authority funds in such financial institution when a pledge of Collateral is required; however, the Board recognizes that compliance with this preference might not be practicable due to time constraints for making a deposit. In such event, the Board directs the Investment Officer and Authority Officials to proceed diligently to have such agreement approved and documented to assure prompt protection of the Authority's funds. If the decision is made to forego the protection of a Collateral pledge agreement with any depository, the Authority bookkeeper or accountant shall be responsible for maintaining the balance of deposit(s) in such depository plus any accrued but unpaid interest at or below FDIC insurance levels.

- C. Collateral pledged by a depository shall be held in safekeeping at an independent third party institution, and the Authority bookkeeper or accountant shall obtain safe-keeping receipts from the Texas Financial Institution or the safekeeping institution that reflect that Collateral as allowed by this Investment Policy and in the amount required was pledged to the Authority. Principal and accrued interest on deposits in a financial institution shall not exceed the FDIC's, or its successor's, insurance limits or the market value of the Collateral pledged as security for the Authority's deposits. It is the preference of this Board that there be no sharing, splitting or co-tenancy of Collateral with other secured parties or entities; however, in the event that a depository cannot accommodate this preference due to the denominations of the securities to be pledged, the Board directs the Investment Officer and Authority Officials to obtain appropriate protections in the pledge agreement with the depository to assure that the Collateral is liquidated and the funds distributed appropriately to all parties with a security interest in such Collateral. The Authority bookkeeper or accountant shall monitor the pledged Collateral to assure that it is pledged only to the Authority, review the fair market value of the Collateral to ensure that the Authority's funds are fully

secured, and report periodically to the Investment Officer and the Board regarding the Collateral.

- D. The Authority's funds deposited in any Texas Financial Institution, to the extent that they are not insured, may be secured by the pledge of any of the following:
- (1) Surety bonds;
  - (2) An obligation that in the opinion of the Attorney General of the United States is a general obligation of the United States and backed by its full faith and credit;
  - (3) A general or special obligation issued by a Public Agency that is payable from taxes, revenues, or a combination of taxes and revenues;
  - (4) A fixed-rate collateralized mortgage obligation that has an expected weighted average life of ten (10) years or less and does not constitute a "high-risk mortgage security" under the Collateral Act;
  - (5) A floating-rate collateralized mortgage obligation that does not constitute a "high-risk mortgage security" under the Collateral Act;
  - (6) A letter of credit issued by a federal home loan bank; or
  - (7) A security in which a public entity may invest under the Investment Act. As of the date of this Agreement, the following are the securities in which a public entity may invest under the Investment Act and, therefore, may be used as Collateral:
    - (a) Obligations, including letters of credit, of the United States or its agencies and instrumentalities; including Federal Home Loan Banks; also including obligations that are fully guaranteed or insured by the FDIC or by the explicit full faith and credit of the United States;
    - (b) Direct obligations of the State of Texas or its agencies and instrumentalities;
    - (c) Collateralized mortgage obligations directly issued by a federal agency or instrumentality or the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
    - (d) Other obligations, the principal and interest of which are unconditionally guaranteed or insured by or backed by the

full faith and credit of the United States or the State of Texas or their respective agencies and instrumentalities; including obligations that are fully guaranteed or insured by the FDIC or by the explicit full faith and credit of the United States;

- (e) Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than "A" or its equivalent;
- (f) Bonds issued, assumed, or guaranteed by the State of Israel;
- (g) Certificates of deposit and share certificates that comply with the Investment Act;
- (h) Interest-bearing banking deposits that comply with the Investment Act;
- (i) Repurchase agreements that comply with the Investment Act;
- (j) Banker's acceptances that comply with the Investment Act;
- (k) Commercial paper that complies with the Investment Act;
- (l) No-load money market mutual funds that comply with the Investment Act; and
- (m) No-load mutual funds that comply with the Investment Act.

Investments with minimum required ratings do not qualify as authorized investments during the period the investment does not have the minimum rating. The Investment Officer shall monitor rating changes in investments as required by the Investment Act and shall take all prudent measures that are consistent with the Policy to liquidate investments that do not have this minimum rating.

Notwithstanding anything to the contrary provided above, the following may not be used as Collateral and are not authorized as investments for the Authority under the Investment Act:

- A. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
- B. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;

- C. Collateralized mortgage obligations that have a final stated maturity date of greater than ten (10) years other than those listed in Section 5.01(D)(4) and 5.01(D)(5) above;
- D. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index; or
- E. Investments prohibited by Chapter 2270, Texas Government Code.

ARTICLE VI  
INVESTMENT OFFICER

Section 6.01. Investment Officer.

From time to time, the Authority shall appoint one (1) or more of its Directors or Employees or contract with a person to serve as Investment Officer(s) to handle the investment of Authority funds. Authority granted to a person to invest the Authority's funds is effective until rescinded by the Authority, until the expiration of the Director's term or the termination of the person's employment, engagement by, or contract with the Authority. The Investment Officer(s) shall be responsible for investing Authority funds in accordance with this Policy. The Investment Officer(s) shall invest the Authority's funds, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived, with all investment decisions to be governed by the following objectives in order of priority: (a) preservation and safety of principal; (b) liquidity; and (c) yield. Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs.

Section 6.02. Training.

The Investment Officer(s) shall attend training sessions and receive the number of hours of instruction as required by the Investment Laws. The Authority bookkeeper shall also attend the same number and type of investment training sessions as those required for the Investment Officer(s) of municipal utility districts pursuant to Section 2256.008(b), Texas Government Code.

Section 6.03. Reporting by the Investment Officer and Authority Officials.

Not less than quarterly and within a reasonable time after the end of the period reported, the Investment Officer with the assistance of Authority Officials, if applicable, shall prepare and submit to the Board a written report of the investment transactions for all funds of the Authority for the preceding reporting period. The report must (1) describe in detail the investment position of the Authority on the date of the report, (2) be prepared jointly by all the Investment Officers of the Authority, if the Authority appoints more than one, (3) be signed by all Investment Officers and Authority Officials

who prepare the report, (4) contain a summary statement of each pooled fund group that states (i) the beginning market value for the reporting period and ending market value for the period, and (ii) the fully accrued interest for the reporting period, (5) state the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested, (6) the maturity date of each separately invested asset that has a maturity date, (7) the Authority fund for which each individual investment was acquired, and (8) the compliance of the investment portfolio as it relates to this Policy and the Investment Act. If the Authority invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the Investment Officer shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the governing body by that auditor.

Section 6.04. Assistance with Certain Duties of the Investment Officer.

The Board hereby authorizes and directs the Authority's bookkeeper or accountant and any other Authority Officials requested by the Investment Officer to assist the Investment Officer(s) with any of his duties, including but not limited to the following:

- A. Presenting a copy of the Policy to any business organization seeking to sell an investment to the Authority and obtaining the necessary written certification from such seller referred to in this section;
- B. Handling investment transactions and monitoring adverse rating changes, which would cause an investment to lose its minimum rating;
- C. Preparing and submitting to the Board the written report of all investment transactions for the Authority as required by this section;
- D. Researching investment options and opportunities;
- E. Obtaining written depository pledge agreements as required herein;
- F. Obtaining safe-keeping receipts from the financial institution which serves as a depository for pledged Collateral; and
- G. Reviewing the market value of the Authority's investments and of the Collateral pledged to secure the Authority's funds.

ARTICLE VII  
PROCEDURES FOR INVESTMENT OF AUTHORITY MONIES

Section 7.01. Qualified Broker/Dealers.

The Board, by written resolution, shall establish a list of qualified broker/dealers with whom the Authority may engage in investment transactions. The Board shall, at least annually, review, revise, and adopt such list.

Section 7.02. Disclosures of Relationships with Entities Offering to Enter into Investment Transactions with the Authority.

Investment Officers shall refrain from personal business activities that could conflict with the proper execution of the investment policy, or which could impair their ability to make impartial investment decisions. The Investment Officer(s) and the Authority Officials shall disclose in writing (a) any "personal business relationship" with a business organization offering to engage in an investment transaction with the Authority and (b) any relationship within the second degree by affinity or consanguinity, as determined by Chapter 573, Texas Government Code, to any individual seeking to sell an investment to the Authority, as required by the Investment Act. The existence of a "personal business relationship" shall be determined in accordance with the Investment Act. Such disclosure statement shall be filed with the Board and the Texas Ethics Commission.

Section 7.03. Certifications from Sellers of Investments.

The Investment Officer(s) or the Authority Officials shall present this Policy to any business organization (as defined by the Investment Act) offering to engage in an investment transaction with the Authority and obtain the certificate that such business organization has reviewed the Policy as provided in the Investment Act. This certificate shall be in a form acceptable to the Authority and shall state that the business organization has received and reviewed the Policy and has acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions with the Authority that are not authorized by this Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the Authority's entire portfolio, requires an interpretation of subjective investment standards, or relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority. Neither the Investment Officer nor the Authority Officials shall purchase or make any investment from a business organization that has not delivered to the Authority this required certification. A form of certificate acceptable to the Authority is attached hereto as Exhibit 'A.'

Section 7.04. Solicitation of Bids for Certificates of Deposit.

Bids for certificates of deposit may be solicited orally, in writing, electronically or in any combination of those methods.

Section 7.05. Settlement Basis.

All purchases of investments, except investment in investment pools or in mutual funds, shall be made on a delivery versus payment basis. The safekeeping entity for all Authority investments and for all Collateral pledged to secure Authority funds shall be one approved by the Investment Officer(s).

Section 7.06. Monitoring of the Market Value of Investments and Collateral and Rating of Investments.

A. The Investment Officer(s), with the help of such Authority Officials as needed, shall determine the market value of each investment and of all Collateral pledged to secure deposits of Authority funds at least quarterly and at a time as close as practicable to the closing of the reporting period for investments. Such values shall be included on the investment report. The following methods shall be used:

1. Certificates of deposit shall be valued at their face value plus any accrued but unpaid interest.
2. Shares in money market mutual funds and investment pools shall be valued at par plus any accrued but unpaid interest.
3. Other investment securities with a remaining maturity of one year or less may be valued in any of the following ways:
  - (a) the lower of two (2) bids obtained from securities broker/dealers for such security;
  - (b) the average of the bid and asked prices for such investment security as published in The Wall Street Journal or The New York Times;
  - (c) the bid price published by any nationally recognized security pricing service; or
  - (d) the market value quoted by the seller of the security or the owner of such Collateral.
4. Other investment securities with a remaining maturity greater than one year shall be valued at the lower of two (2) bids obtained from securities broker/dealers for such security, unless two (2) bids are not available, in



which case the securities may be valued in any manner provided in 7.06(A)(3) hereof.

B. The Investment Officer(s), with the help of such Authority Officials as needed, shall monitor rating changes for each investment required to have a minimum rating.

## ARTICLE VIII INVESTMENT STRATEGIES FOR EACH FUND

### Section 8.01. Investment Strategy for the Operating Fund.

Funds in the Operating or General Fund shall be invested to meet the operating and cash flow requirements of the Authority as determined by the annual operating budget adopted by the Board. Operating Funds shall not be invested for longer than one (1) year.

### Section 8.02. Investment Strategy for the Pledged Revenue Fund.

Funds in the Pledged Revenue Fund shall be invested to meet the cash flow requirements of the Authority, including transfers to the Debt Service Fund, the Debt Service Reserve Fund if required, the Rebate Fund and the Surplus Fund in compliance with any requirements under applicable Indentures of Trust and bond resolutions. The Pledged Revenue Fund shall not be invested for longer than six months.

### Section 8.03. Investment Strategy for the Debt Service Funds.

Debt Service Funds (when an account for such funds is created) shall be invested to mature so as to meet required semi-annual debt service payment dates for each issue of bonds and in compliance with any requirements under applicable bond resolutions. It shall be the policy of the Authority that Debt Service Funds shall not be invested for longer than one (1) year, nor shall they be invested in no-load mutual funds. It shall also be the policy of the Authority that the Debt Service Reserve Funds shall not be invested for longer than one year.

### Section 8.04. Investment Strategy for the Project Fund.

Funds in the Project Fund shall be invested to meet the operating and cash flow requirements of the Authority's capital projects as determined by the capital improvements program and annual operating budget adopted by the Board of Directors. Funds in the Project Fund shall not be invested for longer than one year.

### Section 8.05. Investment Strategy for the Rebate Fund.

Funds in the Rebate Fund shall be invested in compliance with any requirements under applicable Indentures of Trust and bond resolutions. Funds in the Rebate Fund shall not be invested for longer than one year.

Section 8.06. Investment Strategy for the Surplus Fund.

Funds in the Surplus Fund shall be invested to meet the operating and cash flow requirements of the Authority as determined by the annual operating budget adopted by the Board of Directors. Funds in the Surplus Fund shall not be invested for longer than one year.

ARTICLE IX  
MISCELLANEOUS

Section 9.01. Superseding Clause.

This Policy supersedes any prior policies adopted by the Board of Directors regarding investment or securitization of Authority Funds.

Section 9.02. Open Meeting.

The Board officially finds, determines and declares that this Investment Policy was reviewed, carefully considered, and adopted at a regular meeting of the Board, and that a sufficient written notice of the date, hour, place and subject of this meeting was posted at a place readily accessible and convenient to the public within the Authority and on a bulletin board located at a place convenient to the public at the City of Houston for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and that this meeting had been open to the public as required by law at all times during which this Policy was discussed, considered and acted upon. The Board further ratifies, approves and confirms such written notice and the contents and posting thereof.

Exhibit A

CERTIFICATE OF COMPLIANCE FROM SELLERS OF INVESTMENTS  
AS REQUIRED BY THE PUBLIC FUNDS INVESTMENT ACT

To: Memorial City Redevelopment Authority (the "Authority")

From: \_\_\_\_\_  
[Name of the "qualified representative" [Office such person holds] of the  
business organization offering to engage in an investment transaction with the  
Authority]

of \_\_\_\_\_ (the "Business Organization")  
[name of financial institution, business organization or investment pool]

Date: \_\_\_\_\_, 20\_\_

In accordance with the provisions of Chapter 2256 of the Texas Government Code, I hereby certify that:

1. I am a "qualified representative" of the Business Organization offering to enter an investment transaction with the Authority, as applicable, as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code, and that I meet all requirements under such act to sign this Certificate.
2. The Business Organization, anticipates selling to the Authority investments that comply with the Authority's Investment Policy and the Investment Act (collectively referred to herein as the "Investments").
3. The Business Organization or a registered investment professional that services the Authority's account, as applicable, have received and reviewed the Investment Policy, which the Authority has represented is the complete Investment Policy of the Authority now in full force and effect. The Authority has further acknowledged that the Business Organization, may rely upon the Investment Policy until the Authority provides the Business Organization with any amendments to or any newly adopted form of the Investment Policy.

4. The Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions between the Authority and the Business Organization that are not authorized by the Investment Policy, except to the extent that this authorization is dependent upon an analysis of the Authority's entire portfolio, requires an interpretation of subjective investment standards, or relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.
5. The Business Organization has reviewed, or will review prior to sale, the terms, conditions and characteristics of the investments to be sold to the Authority and determined (i) that each of the Investments is an authorized investment for local governments under the Investment Act; (ii) each of the Investments is an authorized investment under the Investment Policy; and (iii) none of the Investments is prohibited by Chapter 2270, Texas Government Code. The Business Organization makes no representation as to whether any limits on the amount of Authority monies to be invested in the Investments exceeds or in any way violates the Investment Policy.
6. The Business Organization makes no representations or guarantees regarding the prudence, reasonableness or adequacy of the Investment Policy, but represents its compliance with Chapter 2270, Texas Government Code.
7. The Business Organization has attached hereto, for return to the Authority, or will provide a prospectus or disclosure document for each of the Investments other than certificates of deposit and direct obligations of the United States.

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

**Investments other than certificates of deposit and interest-bearing banking deposits are not FDIC insured, are not deposits or other obligations of same, the Business Organization or any of its affiliates, and are subject to investment risks, including possible loss of the principal amount invested.**

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

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**AGENDA MEMORANDUM**

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

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6. Adopt Resolution Establishing the Authorized Depository Institutions and Adopting List of Qualified Broker/Dealers With Whom the Authority May Engage in Investment Transactions.

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

I, the undersigned officer of the Board of Directors of Memorial City Redevelopment Authority, City of Houston, Texas (the "Zone") do hereby certify as follows:

1.       The Board of Directors of the Zone convened in regular session, open to the public, on the 25th day of March, 2025, and the roll was called of the duly constituted officers and members of said Board, to-wit:

Ann T. Givens	Chairman
Brad Freels	Director
John Rickel	Vice-Chairman
Zachary R. Hodges	Asst. Secretary
David P. Durham	Secretary
Dan Moody, III	Director
Andy Iversen	Director

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

RESOLUTION ESTABLISHING THE AUTHORIZED DEPOSITORY INSTITUTIONS  
AND ADOPTING LIST OF QUALIFIED BROKER/DEALERS WITH WHOM THE  
AUTHORITY MAY ENGAGE IN INVESTMENT TRANSACTIONS

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

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

SIGNED this 25th day of March, 2025.

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

RESOLUTION ESTABLISHING THE AUTHORIZED DEPOSITORY INSTITUTIONS  
AND ADOPTING LIST OF QUALIFIED BROKER/DEALERS WITH WHOM THE  
AUTHORITY MAY ENGAGE IN INVESTMENT TRANSACTIONS

WHEREAS, Memorial City Redevelopment Authority aka TIRZ 17 Redevelopment Authority (the "Authority") has been legally created and has such authority as granted by state law and as delegated to the Authority by the City of Houston, Texas (the "City"); and

WHEREAS, the Board of Directors of the Authority desires to designate one or more banks or savings associations within the state to serve as depository for the funds of the Authority; and

WHEREAS, a depository of the Authority means any depository institution with which the Authority maintains demand or time deposits, including certificates of deposit; and

WHEREAS, the Public Funds Investment Act, Chapter 2256, Government Code, as amended from time to time, requires the Board of Directors of the Authority to, at least annually, review, revise, and adopt a list of qualified broker/dealers with whom the Authority may engage in investment transactions; and

WHEREAS, the Authority's Investment Policy provides that the list of qualified broker/dealers shall be adopted by written resolution of the Board of Directors; and

WHEREAS, the Board of Directors has convened on this date at a meeting open to the public and wishes to (i) establish the authorized depository institutions of the Authority, and (ii) adopt the list of qualified broker/dealers with whom the Authority may engage in investment transactions; Now, Therefore,

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

Section 1: The authorized depository institutions for the Authority are included in the attached **Exhibit A**, including the successor entities of any depository institutions listed therein, and are thereby established as the Authority's depositories.

Section 2: The funds of the Authority may be disbursed from such authorized depository institutions.

Section 3: The attached **Exhibit A** contains a list of the qualified broker/ dealers with whom the Authority may engage in investment transactions, which list shall be deemed to include the successor entities of any broker/ dealers therein.

PASSED AND APPROVED on March 25, 2025.

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Chair, Board of Directors

ATTEST:

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Secretary, Board of Directors



**Exhibit "A"**  
**2025 - LIST OF AUTHORIZED BROKERS**

ABC Bank	Lone Star Capital Bank
Amegy Bank of Texas, N.A.	Lone Star Investment Pool
American Bank	Moody National Bank
Austin Capital Bank	New First National Bank
b1Bank (Business First Bancshares)	North Star Bank of Texas
BB & T	One West Bank
BancorpSouth	Origin Bank
Bank of America N.A.	Omni Bank N.A.
Bank of New York - Mellon	PNC Bank/The PNC Financial Services Group, Inc.
Bank of Texas N.A.	Pioneer Bank
Bank Ozk	Plains Capital Bank
Brenham National Bank	Plains State Bank
BOK Financial Capital Markets	PrimeBank of Texas
BOK Financial Securities, Inc.	Prosperity Bank
Cadence Bank	R Bank
Capital Bank of Texas	Regions Bank
Capital Markets Group	Simmons Bank
Capital One	SouthStar Bank
Central Bank	Southwest Securities
Chasewood Bank	Spirit of Texas Bank
Citibank N.A.	State Bank of Texas
CIT Bank	State Street Bank & Trust Co.
Comerica Bank	Stellar Bank
Comerica Securities	Stifel Nicholas
Commercial State Bank	Southwestern National Bank
Community Bank of Texas	Sunflower Bank
Community Trust Bank	Susser Bank
Coastal Securities	Tex Star Investment Pool
East West Bank	Texan Bank
First Bank of Texas	Texas Capital Bank N.A.
First Citizens Bank	Texas Class
First Financial Bank, N.A.	Texas Citizens Bank
First Lockhart National Bank	Texas Exchange Bank
First National Bank of Texas	Texas First Bank
First Texas Bank	Texas Gulf Bank
Frontier Bank of Texas	Texas Regional Bank
Frost National Bank	The Independent Bankers Bank
Guaranty Bank & Trust	The Mint National Bank
Hancock Whitney Bank	Texas Savings Bank
Herring Bank	Texpool/Texpool Prime
Hilltop Securities	The Right Bank for Texas
Hometown Bank, N.A.	Third Coast Bank
Horizon Bank	Trustmark National Bank
Iberia Bank	United Bank of El Paso Del Norte
ICS	United Texas Bank
Independent Bank	Unity National Bank
Independent Finance	U.S. Bank
International Bank of Commerce	Veritex Bank
Inter National Bank	Wallis Bank
IntraFi Network Deposits	Wells Fargo Bank, N.A.
JP Morgan Chase	Wells Fargo Brokerage Services, LLC
Landing Rock Group LLC	Wells Fargo Trust
Legacy Texas Bank	West Star Bank
Lone Star National Bank	Woodforest National Bank

**The above list shall include any successor bank**

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

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**AGENDA MEMORANDUM**

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

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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

## Cash Management Report

February 28, 2025

ETI BOOKKEEPING SERVICES

17111 ROLLING CREEK DRIVE SUITE 108

HOUSTON TX 77090

TELEPHONE 281 444 3384 FAX 281 440 8304

Fiscal Year End: June 30, 2025

### Summary

<u>Current Activity</u>	<u>General Operating Fund</u>	<u>Capital Projects Fund</u>	<u>Debt Service Fund</u>	<u>Total</u>
Beginning Balance	30,829,534.85	0.00	1,027,085.65	31,856,620.50
Revenue	105,751.78	0.00	3,227.92	108,979.70
Expenditures	473,946.69	0.00	580,878.75	1,054,825.44
Ending Balance	30,461,339.94	0.00	449,434.82	30,910,774.76

### NOTES:

Debt Service Payments due in Fiscal Year End 2025:

Date	Series	Principal	Interest	Total
9/1/2024	2016R	3,125,000.00	122,910.00	3,247,910.00
9/1/2024	2019	2,970,000.00	569,875.00	3,539,875.00
3/1/2025	2016R		85,253.75	85,253.75
3/1/2025	2019		495,625.00	495,625.00
			<b>Total FYE 2024</b>	<b>7,368,663.75</b>

February 28, 2025

## General Operating Fund

**BEGINNING BALANCE:** **30,829,534.85**

**REVENUE:**

Checking Interest - Wells Fargo	6.18	
Texpool Interest	101,684.50	
Wells Fargo/TexSTAR (Surplus Funds) Interest	1,291.10	
Voided Check(s)                    3533	2,770.00	

Total Revenue: **105,751.78**

**DISBURSEMENTS:**

Checks Presented At Last Meeting	473,869.14	
Checks Written at/after Last Meeting	0.00	
Bank Fees	77.55	

Total Expenditures **473,946.69**

**Ending Balance:** **30,461,339.94**

**Location of Assets:**

Institution	Investment Number	Interest Rate	
Wells Fargo Checking	*5490	1.0800	9,751.64
TexPool	*0001	4.3555	30,064,401.25
Wells Fargo/TexSTAR	TexSTAR Surplus Funds	4.3625	387,187.05
<b>Total</b>			<b>30,461,339.94</b>

**Memorial City Redevelopment Authority**  
**Checks Presented**  
**March 25, 2025**

<b>Num</b>	<b>Name</b>	<b>Description</b>	<b>Amount</b>
3614	Allen Boone Humphries Robinson LLP	Legal Fees	-3,248.75
3615	Equi-Tax, Inc	Tax Assessor/ Collector	-400.00
3616	ETI Bookkeeping Services	Bookkeeping Fee	-1,360.53
3617	ETI Bookkeeping Services	Bookkeeping Fee	-1,159.28
3618	Gauge Engineering, LLC	Engineering	-1,845.00
3619	Hawes Hill & Associates	Professional Consultant	-10,000.00
3620	The Goodman Corporation Inc	Consultant Fee	-2,000.00
3621	Gauge Engineering, LLC	Engineering - Capital Projects	-82,120.80
3622	Reytec Construction Resources, Inc.	Channel Improvements - Capital Projects	-3,450,290.75
3623	The Goodman Corporation Inc	Detention Basin - Capital Projects	-9,609.25
<b>Total</b>			<b>-3,562,034.36</b>

## Debt Service Fund

<b>BEGINNING BALANCE</b>	<b>1,027,085.65</b>
 <b>REVENUE</b>	
TexPool DSF Interest	12.31
Wells Fargo/TexSTAR (2008 DSF) Interest	1,993.11
Wells Fargo/TexSTAR (2008 Pled Rev) Interest	1,222.50
 Total Revenue	 <b>3,227.92</b>
 <b>EXPENDITURES</b>	
2008 Debt Service Interest Payment	580,878.75
2008 Debt Service Principal Payment	0.00
Trustee Fee	0.00
 Total Expenditures	 <b>580,878.75</b>
 <b>ENDING BALANCE</b>	 <b>449,434.82</b>

**Location of Assets:**

Institution	Investment Number	Interest Rate	Current Balance
Wells Fargo *4601	TexSTAR 2008 DSF	4.3625	79,109.65
Wells Fargo *4600	TexSTAR 2008 Pledged Rev	4.3625	366,620.20
TexPool	*0004	4.3555	3,704.97
<b>Total</b>			<b>449,434.82</b>

Memorial City Redevelopment Authority  
Investment Report  
February 28, 2025

**SCHEDULE OF INVESTMENTS**

**Investment Pools**

Fund	Location Of Assets	Interest Rate	Beginning Balance			Interest Earned	Deposits or (Withdrawals)	Ending Balance		
			Market	N.A.V.	Book			Market	N.A.V.	Book
GOF	TexPool	4.3555	30,437,368.80	1.00012	30,433,716.75	101,684.50	(471,000.00)	30,068,008.98	1.00012	30,064,401.25
DSF	TexPool	4.3555	3,693.10	1.00012	3,692.66	12.31	(0.00)	3,705.41	1.00012	3,704.97
GOF	Wells Fargo/ TexStar	4.3625	385,943.42	1.000123	385,895.95	6.18	1,284.92	387,234.67	1.000123	387,187.05
DSF	Wells Fargo/ TexStar DSF	4.3625	658,076.22	1.000123	657,995.29	1,993.11	(580,878.75)	79,119.38	1.000123	79,109.65
DSF	Wells Fargo/ TexStar PI Rev	4.3625	365,442.64	1.000123	365,397.70	1,222.50	0.00	366,665.29	1.000123	366,620.20

**Demand Accounts**

Fund	Location Of Assets	Interest Rate	Purchase Date	Beginning Balance	Interest Earned	Deposits or (Withdrawals)	Ending Balance
GOF	Wells Fargo	1.08	6/8/2015	9,922.15	6.18	(176.69)	9,751.64

**Collateral Pledged In Addition to FDIC**

Depository Institution	Total Funds On Deposit	Custodial Institution	Securities Pledged	Collateral Description	Par Value	Market Value
Wells Fargo	9,751.64	BNYM	250,000	FDIC	250,000	250,000

**Certification:**

The Authority's investments are in compliance with the investment strategy as expressed in the Authority's Investment Policy and the Public Funds Investment Act. I hereby certify that pursuant to the Senate Bill 253 and in connection with the preparation of this investment report, I have reviewed the divestment lists prepared and maintained by the Texas Comptroller of Public Accounts, and the Authority does not own direct or indirect holdings in any companies identified on such lists.

\_\_\_\_\_  
Bookkeeper

\_\_\_\_\_  
Investment Officer

Investment Officer	Date Assumed Office	Training Completed
Jennifer Landreville	4/23/2024	10/25/2024

**Memorial City Redevelopment Authority**  
**Profit & Loss Budget vs. Actual**  
February 2025

	February			Year to Date ( 8 Months )			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
<b>Income</b>							
1000 · Income							
6001 · City Tax Revenue	1,537,574	1,599,500	-61,926	12,300,596	12,796,001	-495,405	19,194,002
8223 · Interest Income	106,210	65,354	40,856	1,098,617	522,831	575,786	784,246
<b>Total 1000 · Income</b>	<b>1,643,784</b>	<b>1,664,854</b>	<b>-21,070</b>	<b>13,399,213</b>	<b>13,318,832</b>	<b>80,381</b>	<b>19,978,248</b>
6-4350 · Grants	0	368,333	-368,333	0	2,946,667	-2,946,667	4,420,000
<b>Total Income</b>	<b>1,643,784</b>	<b>2,033,187</b>	<b>-389,403</b>	<b>13,399,213</b>	<b>16,265,499</b>	<b>-2,866,286</b>	<b>24,398,248</b>
<b>Expense</b>							
3335 · Management Consulting Services							
6320 · Legal	3,249	4,167	-918	15,149	33,333	-18,184	50,000
6322 · Eng Consultant/General Prof.Svc	1,075	5,000	-3,925	29,025	40,000	-10,975	60,000
6337 · Construction Audit	0	417	-417	0	3,333	-3,333	5,000
6343 · Other	0	0	0	30	0	30	0
<b>Total 3335 · Management Consulting Services</b>	<b>4,324</b>	<b>9,584</b>	<b>-5,260</b>	<b>44,204</b>	<b>76,666</b>	<b>-32,462</b>	<b>115,000</b>
5650 · Transfers							
6420 · COH Administration Fee	0	0	0	959,700	959,700	0	959,700
6430 · Municipal Services	0	0	0	0	0	0	2,256,619
<b>Total 5650 · Transfers</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>959,700</b>	<b>959,700</b>	<b>0</b>	<b>3,216,319</b>
5707 · Principal	0	0	0	6,095,000	6,095,000	0	6,095,000
5708 · Interest	580,879	636,832	-55,953	1,273,664	1,273,664	0	1,273,664
<b>Total 5706 · Debt Service</b>	<b>580,879</b>	<b>636,832</b>	<b>-55,953</b>	<b>7,368,664</b>	<b>7,368,664</b>	<b>0</b>	<b>7,368,664</b>
6-6300 · Maintenance & Operations							
6300 · Administration & Overhead							
6321 · Auditor	0	0	0	19,000	21,500	-2,500	21,500
6333 · Bookkeeping/Accounting	1,761	1,583	178	13,585	12,667	918	19,000
6340 · Administration Salaries/Benefit	10,000	10,000	0	105,000	80,000	25,000	120,000
6344 · Bond Svcs/Trustee/FA	0	2,083	-2,083	11,750	16,667	-4,917	25,000
6353 · Insurance	0	0	0	1,870	2,250	-380	2,250
6359 · Bank Fees	78	0	78	440	0	440	0
<b>Total 6300 · Administration &amp; Overhead</b>	<b>11,839</b>	<b>13,666</b>	<b>-1,827</b>	<b>151,645</b>	<b>133,084</b>	<b>18,561</b>	<b>187,750</b>
7000 · Capital Expenditure							
1725 · Parks & Green Space Improv.	0	10,417	-10,417	0	83,333	-83,333	125,000
1735(1) · Detention Basin-A	0	625,377	-625,377	0	5,003,013	-5,003,013	7,504,520
1737 · MetroNational - Detention/Roads	0	0	0	3,013,459	3,013,460	-1	3,013,460
1738A · Memorial Dr Drain & Mobility 1	0	41,362	-41,362	0	330,898	-330,898	496,347
1738B · Memorial Dr Drain & Mobility 2	8,750	104,454	-95,704	12,600	835,633	-823,033	1,253,450
1741 · W140 Detention Basin Extenions	3,498,821	402,579	3,096,242	3,987,145	3,220,628	766,517	4,830,942
1742 · Detention Basin C	34,450	0	34,450	71,242	0	71,242	0
1799 · Sidewalk Improvement Program	0	5,000	-5,000	0	40,000	-40,000	60,000
<b>Total 7000 · Capital Expenditure</b>	<b>3,542,021</b>	<b>1,189,189</b>	<b>2,352,832</b>	<b>7,084,446</b>	<b>12,526,965</b>	<b>-5,442,519</b>	<b>17,283,719</b>
<b>Total Expense</b>	<b>4,139,063</b>	<b>1,849,271</b>	<b>2,289,792</b>	<b>15,608,659</b>	<b>21,065,079</b>	<b>-5,456,420</b>	<b>28,171,452</b>
<b>Net Income</b>	<b>-2,495,279</b>	<b>183,916</b>	<b>-2,679,195</b>	<b>-2,209,446</b>	<b>-4,799,580</b>	<b>2,590,134</b>	<b>-3,773,204</b>



3614

# ALLEN BOONE HUMPHRIES ROBINSON LLP

To contact the ABHR Billing Department, please call 713-860-6400 or email at [billing@abhr.com](mailto:billing@abhr.com)

March 18, 2025

## MEMORIAL CITY REDEVELOPMENT AUTHORITY

<b>General</b>	Client/Matter:	MEM001-01
	Statement Number:	155584
	Billing Attorney:	Alia Vinson

## REMITTANCE PAGE

Fees for services posted through March 07, 2025	3,248.75
Expenses and Other Items posted through March 07, 2025	0.00
<b>Total Amount Due:</b>	<b>\$3,248.75</b>

## DUE UPON RECEIPT

*Please return this page with your payment to the remittance address below:*

**Allen Boone Humphries Robinson LLP**  
**PO Box 4346**  
**Department 90**  
**Houston, TX 77210-4346**

*Checks should be made payable to Allen Boone Humphries Robinson LLP*  
*Please include the invoice number on your check*  
*Total amount payable in U.S.dollars*



Code No. 6320  
3-18-2025

3615

# Equi-Tax Inc.

# Invoice

Suite 200  
17111 Rolling Creek Drive  
Houston Texas 77090  
281-444-4866

DATE	INVOICE #
3/1/2025	63159

BILL TO
TIRZ No. 17 - Memorial City RDA c/o ETI Bookkeeping Services Suite 108 17111 Rolling Creek Drive Houston TX 77090

DESCRIPTION	AMOUNT
Monthly Consultant Services fee per Contract Based on 444 items on the tax roll as of January 2025, at \$0.30 per item	400.00
Invoice emailed to: Jennifer Landreville at <a href="mailto:jl@equitaxinc.com">jl@equitaxinc.com</a> Fred King at <a href="mailto:bkp2@etiaccounting.com">bkp2@etiaccounting.com</a> Scott Bean at <a href="mailto:sbean@haweshill.com">sbean@haweshill.com</a> Linda Clayton at <a href="mailto:lclayton@haweshill.com">lclayton@haweshill.com</a>	

<b>Total</b>	<b>\$400.00</b>
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Code No. 6333  
3-17-2025

3616

ETI Bookkeeping Services

PO BOX 73109  
Houston, TX 77273

# Invoice

Date	Invoice#
2/1/2025	10442

Bill To
TI RZ 17 Redevelopment Authority P.O. Box 73109 Houston, Texas 77273

Description	Qty	Rate	Amount
Bookkeeping		1.159.28	1.159.28
Couriers		201.25	201.25

	<b>Total</b>	\$1,360.53
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$1,360.53



Code No. 6333  
2-17-2025

3617

ETI Bookkeeping Services

PO BOX 73109  
Houston, TX 77273

# Invoice

Date	Invoice #
3/1/2025	10476

Bill To
TIRZ 17 Redevelopment Authority P.O. Box 73109 Houston, Texas 77273

Description	Qty	Rate	Amount
Bookkeeping		1,159.28	1,159.28

	<b>Total</b>	\$1,159.28
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$1,159.28



Code No. 6333  
3-17-2025

3618



Please Remit To:  
Gauge Engineering LLC  
PO Box 312  
Des Moines, IA 50302  
319-841-4000

Memorial City Redevelopment Authority/TIRZ 17  
9600 Long Point Rd, Suite 200  
Houston, TX 77055

March 17, 2025  
Project No: 2501778-0000  
Invoice No: 185515  
**nvoice Total: ,845.00**

Project 2501778-0000 TIRZ 17 - On-call Engineering - 2024

**Professional Services Through March 14, 2025**

Phase 001 On-call Engineering

**Professional Personnel**

	Hours	Rate	Amount
Staff Engineer II			
Brister (Gakhar), Amber	4.00	105.00	420.00
Senior Project Manager			
Qaddo, Karam	6.00	200.00	1,200.00
Principal			
Ali, Muhammad	1.00	225.00	225.00
<b>Totals</b>	11.00		1,845.00
<b>Total Labor</b>			<b>1,845.00</b>

**Billing Limits**

	Current	Prior	To-Date
Total Billings	1,845.00	11,680.00	13,525.00
Limit			25,000.00
Remaining			11,475.00

**Total this Phase 1,845.00**

**Total this Invoice 1,845.00**



Code No. 6322  
3-18-2025

3619



# INVOICE

BILL TO  
Memorial City Redevelopment Authority/TIRZ #17  
PO Box 22167  
Houston, TX 77227  
United States

INVOICE 2328  
DATE 03/01/2025

DESCRIPTION	AMOUNT
Professional Consulting and Administration Fee: February 2025	10,000.00

---

BALANCE DUE **\$10,000.00**



Code No. 6340  
3-17-2025

3620

The Goodman Corporation  
3200 Travis Street, Ste. 200  
Houston, TX 77006

# Invoice

Bill To
TIRZ 17 Memorial City Redevelopment Autho c/o Hawes Hill & Associates LLP P.O. Box 22167 Houston, TX 77227-2167

Date	Invoice #
2/28/2025	2-2025-43

Terms	Project
	MCT115

Item	Description	Rate	Prior %	Current %	Amount
Contract Services	Task 1 – Monitor and Present Funding Opportunities	48,000.00	20.84%	4.17%	2,000.00
Contract Services	Task 2 – Pursuit of Funding	105,500.00	0%	0.00%	0.00
	Ongoing Pursuit Svcs				

Please send payment to:  
The Goodman Corporation  
911 W. Anderson Lane, Ste. 200  
Austin, TX 78757

<b>Total</b>	\$2,000.00
<b>Balance Due</b>	\$2,000.00

Phone #	Fax #
713-951-7951	713-951-7957



Code No. 6322  
3-17-2025

**To:** Scott Bean  
**From:** Jim Webb, AICP, ENV SP  
**Project Name:** Pursuit of Funding  
**Project Code:** MCT115  
**Billing Period:** Feb-25

## Progress Complete

Task	Prior Percent	Current Percent
1	20.84%	25.01%
2	0.00%	0.00%

## Progress Details

### 1 – Monitor and Present Funding Opportunities

- Attended Board of Directors meeting.
- Attended CIP Committee meeting.
- Monitored H-GAC process. Coordinated with City/TIRZ/public stakeholders. Drafted one page of comments to be shared at upcoming TPC meeting.

### 2 – Pursuit of Funding

No activity this period.



3621



Please Remit To:  
Gauge Engineering LLC  
PO Box 312  
Des Moines, IA 50302  
319-841-4000

Memorial City Redevelopment Authority/TIRZ 17  
9600 Long Point Rd, Suite 200  
Houston, TX 77055

March 18, 2025  
Project No: 2501809-0000  
Invoice No: 185509R  
**Invoice Total: 34,450.00**

Project 2501809-0000 TIRZ 17 - Detention Basin C Feasibility Update

**Professional Services Through March 14, 2025**

Phase 001 Detention Basin C Feasibility Update

**Fee**

Total Fee	116,800.00			
Percent Complete	60.9949	Total Earned	71,242.00	
		Previous Fee Billing	36,792.00	
		Current Fee Billing	34,450.00	
		<b>Total Fee</b>		<b>34,450.00</b>

**Billing Limits**

	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	34,450.00	36,792.00	71,242.00
Limit			116,800.00
Remaining			45,558.00

**Total this Phase 34,450.00**

Phase 002 Thompson Consulting - Structural Engineering

**Fee**

Total Fee	33,000.00			
Percent Complete	0.00	Total Earned	0.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	0.00	
		<b>Total Fee</b>		<b>0.00</b>

**Billing Limits**

	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	0.00	0.00	0.00
Limit			33,000.00
Remaining			33,000.00

**Total this Phase**

**Total this Invoice 34,450.00**



Code No. 1742  
3-18-2025



**Please Remit To:**  
**Gauge Engineering LLC**  
**PO Box 312**  
**Des Moines, IA 50302**  
**319-841-4000**

Memorial City Redevelopment Authority/TIRZ 17  
 9600 Long Point Rd, Suite 200  
 Houston, TX 77055

March 18, 2025  
 Project No: 2501798-0000  
 Invoice No: 185522  
**Invoice Total: ,322.80**

Project 2501798-0000 W140 Expansion - CMT

**Professional Services Through March 14, 2025**

Phase 001 Construction Materials Testing

**Consultants**

Geotest Engineering, Inc.

2/21/2025	Geotest Engineering, Inc.	January 2025	6,322.80	
	<b>Total Consultants</b>		<b>6,322.80</b>	<b>6,322.80</b>

**Billing Limits**

	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings	6,322.80	0.00	6,322.80	
Limit			88,504.00	
Remaining			82,181.20	

**Total this Phase 6,322.80**

**Total this Invoice 6,322.80**



Code No. 1741  
 3-18-2025



Please Remit To:  
 Gauge Engineering LLC  
 PO Box 312  
 Des Moines, IA 50302  
 319-841-4000

Memorial City Redevelopment Authority/TIRZ 17  
 9600 Long Point Rd, Suite 200  
 Houston, TX 77055

March 17, 2025  
 Project No: 2501797-0000  
 Invoice No: 185516  
**nvoice Total: 8,170.50**

Project 2501797-0000 W140 Expansion - CM-I

**Professional Services Through March 14, 2025**

Phase 001 Construction Management & Inspection

**Professional Personnel**

	Hours	Rate	Amount
Project Manager			
Greaney, David	13.50	180.00	2,430.00
Senior Inspector			
Chapa, Roberto	260.00	130.00	33,800.00
Graduate Engineer			
Elmahmoud, Laith	6.00	135.00	810.00
Totals	279.50		37,040.00
<b>Total Labor</b>			<b>37,040.00</b>

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	37,040.00	26,410.00	63,450.00
Limit			463,710.00
Remaining			400,260.00
		<b>Total this Phase</b>	<b>37,040.00</b>

Phase 002 Expenses

**Reimbursable Expenses**

Travel - Meals, Hotel & Transportation	1,130.50
<b>Total Reimbursables</b>	<b>1,130.50</b>

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	1,130.50	540.40	1,670.90
Limit			18,700.00
Remaining			17,029.10
		<b>Total this Phase</b>	<b>1,130.50</b>

**Total this Invoice 38,170.50**



Code No. 1741  
 3-18-2025



**Please Remit To:**  
**Gauge Engineering LLC**  
**PO Box 312**  
**Des Moines, IA 50302**  
**319-841-4000**

Memorial City Redevelopment Authority/TIRZ 17  
 9600 Long Point Rd, Suite 200  
 Houston, TX 77055

March 17, 2025  
 Project No: 2501799-0000  
 Invoice No: 185518  
**nvoice Total: ,177.50**

Project 2501799-0000 W140 Expansion - CPS

**Professional Services Through March 14, 2025**

Phase 001 Construction Phase Services

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Project Engineer				
Huml, John	6.50	160.00	1,040.00	
Project Manager				
Qaddo, Karam	8.00	225.00	1,800.00	
Graduate Engineer				
Elmahmoud, Laith	2.50	135.00	337.50	
<b>Totals</b>	<b>17.00</b>		<b>3,177.50</b>	
<b>Total Labor</b>				<b>3,177.50</b>

**Billing Limits**

	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	3,177.50	14,017.50	17,195.00
Limit			132,100.00
Remaining			114,905.00

**Total this Phase 3,177.50**

**Total this Invoice 3,177.50**



Code No. 1741  
 3-18-2025

3622



March 14, 2025

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

Reference: 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. 02

Dear Ms. Givens:

Reytec Construction Resources, Inc. (Reytec) has submitted estimate No. 02 in the amount of \$3,450,290.75 for construction services rendered through February 28, 2025. Based on our review, Reytec has complied with all requirements stated in the estimate and we recommend payment of **\$3,450,290.75** to Reytec.

The following billing information is to be used for payment:

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

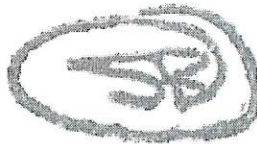
If you have any questions or require additional information, please feel free to contact me at (832) 318-8800.

Sincerely,

A handwritten signature in black ink, appearing to be "MA", written in a cursive style.

Muhammad Ali, P.E.  
Project Manager

Enclosures: Reytec Pay Est. No. 02



Code No. 1741  
3-17-2025

Estimate No. 2  
 Cut off Date 02/28/25  
 Estimate Date 03/07/25

### Memorial City Redevelopment Authority / TIRZ 17 Estimate and Certificate for Payment Unit Price Work



Project Name : W140-01-00 Briar Branch Storm Water Detention Basin Expansion and Storm Sewer Improvements  
 Contractor Name : Reytec Construction Resources, Inc.  
 Address : 1901 Hollister St. Houston, TX 77080

WBS No. N-T17000-0021-3

Contract Date : 10/15/2024  
 Start Date : 1/6/2025  
 Current Contract Completion Date : 4/20/2026  
 Substantial Completion Date :  
 Percentage By Time : 11.28% In Place : 29.30%  
 Date Insurance Exp. : 9/30/2025 Drug Policy Due Date: N/A

M/SBE : 21.43%  
 Current M/SBE : 0.00%  
 WBE : 6.78%  
 Current WBE : 0.00%

**CONTRACT TIME IN CALENDAR DAYS**  
 Original Contract Time : 470  
 Approved Extensions : 0  
 Total Contract Time : 470  
 Days Used to Date : 53  
 Days Remaining to Date : 417  
 Schedule Update Received :

**CONTRACT AMOUNT TO DATE :**

- 1- Original Contract Amount
- 2- Approved Change Orders

**\$13,797,688.00**

No.	Date	Ext.Days	Amount

Total Approved Extentions 0 Total Change Orders to Date **\$0.00**

- 3- Approved Work Change Directives

No.	Date	Ext.Days	Amount

Total Pending Work Change Directives to Date **\$0.00**

**TOTAL CONTRACT AMOUNT (excludes WCDs) \$13,797,688.00**

**A. EARNINGS TO DATE**

1- Work Completed to Date	29.30% Complete	Current Month Billing	\$3,631,885.00
2- Material Stored on Site	\$0.00		\$4,042,941.00
3- Material Stored in Place	\$0.00		
4- Balance-Materials Accepted Not in Place	\$0.00	@ 85%	\$0.00
5- Work Change Directives - In Place			\$0.00

**TOTAL EARNINGS TO DATE \$4,042,941.00**

**B. DEDUCTIONS**

1- Retainage	5% Of	\$4,042,941.00	\$202,147.05
2- Retainage Release	0% Of	\$4,042,941.00	\$0.00
3- Total Retainage			\$202,147.05
4- Liquidated Damages	0.00 Days @	\$2,000.00	\$0.00
5- Assessments			\$0.00
6- Inspector Overtime Costs			\$0.00

**TOTAL DEDUCTIONS \$202,147.05**

**C. AMOUNT DUE THIS PERIOD**

1- Total Earnings to Date	\$4,042,941.00
2- Total Deductions	\$202,147.05
3- Total Payments Due	\$3,840,793.95
4- Less Previous Payments	\$390,503.20
5- Restoration Adjustment	\$0.00

**TOTAL AMOUNT DUE CONTRACTOR THIS DATE \$3,450,290.75**  
**BALANCE REMAINING \$9,754,747.00**

Prepared By Karam Qaddo 3/11/2025  
 Karam Qaddo, P.E. Date

Reviewed By Muhammad Ali 3/11/2025  
 Muhammad Ali, P.E. Date

Approved By: \_\_\_\_\_  
 TIRZ 17 Date









3623

The Goodman Corporation  
3200 Travis Street, Ste. 200  
Houston, TX 77006

# Invoice

Bill To
TIRZ 17 Memorial City Redevelopment Autho c/o Hawes Hill & Associates LLP P.O. Box 22167 Houston, TX 77227-2167

Date	Invoice #
2/28/2025	2-2025-42

Terms	Project
	MCT113

Item	Description	Rate	Prior %	Current %	Amount
Contract Services	Task 1 – Grant Initiation and Execution	19,436.00	100%	0.00%	0.00
Contract Services	Task 2 – National Environmental Policy Act	28,506.00	100%	0.00%	0.00
Contract Services	Task 3 – Design and Bid Phase Compliance	26,161.00	100%	0.00%	0.00
Contract Services	Task 4 – Construction Phase Compliance	39,057.00	14%	2.20%	859.25
Contract Services	Task 5 – Lifecycle Reporting and Disbursement Assistance	43,221.00	10%	0.00%	0.00

Please send payment to:  
The Goodman Corporation  
911 W. Anderson Lane, Ste. 200  
Austin, TX 78757

<b>Total</b>	\$859.25
<b>Balance Due</b>	\$859.25

Phone #	Fax #
713-951-7951	713-951-7957



Code No. 1741  
3-17-2025

**To:** Scott Bean  
**From:** Kara McManus  
**Project Name:** W-140 Detention Basin Improvements Project EPA State and Tribal Assistance Grant Compliance and MGMT Assi  
**Project Code:** MCT113  
**Billing Period:** Feb-25

## Progress Complete

Task	Prior Percent	Current Percent
1	100.00%	100.00%
2	100.00%	100.00%
3	100.00%	100.00%
4	13.90%	16.10%
5	10.00%	10.00%

## Progress Details

### 1 – Grant Initiation and Execution

Task is closed. Grant was approved in October 2023.

### 2 – NEPA

Task is closed. Grant was approved in October 2023.

### 3 – Design and Bid PH Compliance

Task is closed.

### 4 – Construction PH Compliance

- Completed 1st Quarter FY2025 project report 1/15/25
- Received copy of executed construction contract from PM 2/6/25
- Completed payroll review 2/6/25
- Updated project grant tracker 2/14/25
- Reviewed and approved Pay Estimate #1 and established pay estimate approval workflow with PM 2/17/25
- Attended progress meeting on-site 2/21/25

### 5 – Lifecycle Reporting and Disbursement Assistance

The Goodman Corporation  
 3200 Travis Street, Ste. 200  
 Houston, TX 77006

# Invoice

Bill To
TIRZ 17 Memorial City Redevelopment Autho c/o Hawes Hill & Associates LLP P.O. Box 22167 Houston, TX 77227-2167

Date	Invoice #
2/28/2025	2-2025-44

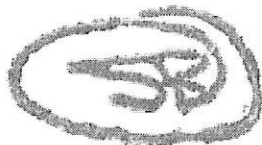
Terms	Project
	MCT116

Item	Description	Rate	Prior %	Current %	Amount
Contract Services	Task 1 – Grant Initiation and Execution	20,000.00	4.5%	0.00%	0.00
Contract Services	Task 2 – National Environmental Policy Act (NEPA)	1,500.00	0%	0.00%	0.00
Contract Services	Task 3 – Procurement Assistance	17,500.00	7%	50.00%	8,750.00
Contract Services	Task 4 – Project/Contract Management	31,500.00	0%	0.00%	0.00
Contract Services	Task 5 – Lifecycle Reporting and Disbursement Assistance	36,000.00	0%	0.00%	0.00
	<b>Memorial Dr. Phase 2</b>				

Please send payment to:  
 The Goodman Corporation  
 911 W. Anderson Lane, Ste. 200  
 Austin, TX 78757

<b>Total</b>	\$8,750.00
<b>Balance Due</b>	\$8,750.00

Phone #	Fax #
713-951-7951	713-951-7957



Code No. 1738B  
 3-17-2025

**To:** Memorial City Redevelopment Authority  
**From:** Bridget Elmore  
**Project Name:** FY24 Memorial Drive Phase 2 Design Earmark Department of Housing and Urban Development (HUD) Grant Compliance and Management  
**Project Code:** MCT116  
**Date:** Feb-25

### Progress Complete

Task	Prior Percent	Current Percent
1	4.50%	4.50%
2	0%	0.00%
3	7%	57.00%
4	0%	0.00%
5	0%	0.00%

### Progress Details

#### 1 - Grant Initiation and Execution

No activity this period.

#### 2 - National Environmental Policy Act

No activity this period.

#### 3 - Procurement Assistance

Developed the RFQ in accordance with the HUD regulations for Phase 2 of Memorial Drive. Shared draft with City and TIRZ staff.

#### 4 - Project/Contract Implementation

No activity this period.

#### 5 - Lifecycle Reporting and Disbursement Assistance

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**AGENDA MEMORANDUM**

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

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8. CIP Committee update and recommendations:

- a. Receive update from Gauge Engineering, LLC.
  - i. Sports Complex, Detention Basin A.
  - ii. Memorial Drive, Phase 2.
  - iii. W-140 Briar Branch Expansion
    - b. Pay Application No. 2, 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

MARCH 2025

MEMORIAL CITY REDEVELOPMENT AUTHORITY/TIRZ 17



## **Planning/Preliminary:**

- City of Houston / HR Green Sports Complex Support:
  - HR Green's design contract was approved by City Council on Feb 26. HR Green and Gauge are working with Houston Public Works to issue the official Notice to Proceed (NTP).
  
  - SBISD has provided their response to the City's last offer. The City is evaluating SBISD's response.
  
- Memorial Drive – Phase II:
  - City of Bunker Hill will issue an RFQ

# PROGRESS REPORT—MARCH 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 Roadway



Existing Basin



### PROJECT STATUS

- Mobilized and assembled trencher for slurry wall installation
- Slurry wall installation is complete
- Water line offsets

### NEXT STEPS

- Slurry wall cap phase
- Basin dewatering
- Basin access road to facilitate excavation
- Continue water line offsets

### 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—MARCH 2025

## BRIAR BRANCH STORM WATER DETENTION BASIN EXPANSION AND STORM SEWER IMPROVEMENTS



WBS No. N-T7000-0021-3

### 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	\$390,503.20
Current Payment Due (Minus Retainage)	\$3,450,290.75
Contract Completion Date	April 20, 2026
Balance Remaining	\$9,754,747.00

### CONSTRUCTION TIME

- Original Contract Time: 470 Days
- Mobilization Date: Jan 6<sup>th</sup>, 2025

### CONTACT INFORMATION

**Construction Manager:**  
Gauge Engineering  
11750 Katy Freeway, Suite 400  
Houston, TX 77079



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



### PROGRESS PHOTOS



Slurry Wall Equipment



Slurry Wall Installation



Water Line Installation



Backfill and Compaction

**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 #2

**Date:** March 12, 2025

This memo serves as notification of approval of Pay Estimate #2 for the subject Project. The pay application submitted by Reytec Construction Resources, Inc., reflects work completed during the period from 2/1/2025 to 2/28/2025. 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 \$3,450,290.75 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 these costs, or \$2,394,000.00, from the EPA funding allocated to this project in accordance with the grant agreement. The Authority share is \$1,056,290.75. 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 all ECHO drawdown receipts for the project file.

Please feel free to contact me with any questions or requests for additional information at (713) 714-3560 or [kmyers@thegoodmancorp.com](mailto: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
<b>Running Totals</b>	<b>\$3,840,793.95</b>	<b>\$2,397,458.00</b>	<b>\$1,443,335.95</b>

The amount of the EPA grant for this project is \$3,394,000.00. The grant balance, including this payment, is \$996,542.00. The share amounts above reflect the appropriate eligible work items as detailed in the project budget in the grant agreement, specifically the roadway and detention basin items only. These share amounts have been revised from the previous Pay Estimate #1 Approval memo. The Automated Standard Application for Payments (ASAP) request has been revised accordingly.

The work completed during this period corresponds to approximately 26.3% of the bid schedule, bringing the project earned value to 29.3%. Elapsed contract time is 46 of 470 calendar days (9.8%). 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	Mobilization	45.31%	91.69%
Traffic Control	Traffic Control and Regulation	7.46%	14.91%
Water Line	Hand digging, Trench Safety 8-/12-in PVC Main, Fire Hydrant, Cut/Plug, Wet Connects	37.37%	37.37%
Detention Basin	Subsurface Barrier Wall	58.63%	58.71%
Extra Unit Price	Temporary Basin Pumping	4.88%	9.76%



March 14, 2025

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

Reference: 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. 02

Dear Ms. Givens:

Reytec Construction Resources, Inc. (Reytec) has submitted estimate No. 02 in the amount of \$3,450,290.75 for construction services rendered through February 28, 2025. Based on our review, Reytec has complied with all requirements stated in the estimate and we recommend payment of **\$3,450,290.75** 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,

A handwritten signature in blue ink, appearing to be "MA", with a long horizontal flourish extending to the right.

Muhammad Ali, P.E.  
Project Manager

Enclosures: Reytec Pay Est. No. 02

Estimate No. **2**  
Cut off Date 02/28/25  
Estimate Date 03/07/25

### Memorial City Redevelopment Authority / TIRZ 17 Estimate and Certificate for Payment Unit Price Work



Project Name : W140-01-00 Briar Branch Storm Water Detention Basin Expansion and Storm Sewer Improvements  
Contractor Name : Reytec Construction Resources, Inc.  
Address : 1901 Hollister St. Houston, TX 77080

WBS No. N-T17000-0021-3

Contract Date : 10/15/2024  
Start Date : 1/6/2025  
Current Contract Completion Date : 4/20/2026  
Substantial Completion Date :  
Percentage By Time : 11.28% In Place : 29.30%  
Date Insurance Exp. : 9/30/2025 Drug Policy Due Date: N/A

M/SBE : 21.43%  
Current M/SBE : 0.00%  
WBE : 6.78%  
Current WBE : 0.00%

**CONTRACT TIME IN CALENDAR DAYS**

Original Contract Time : 470  
Approved Extensions : 0  
Total Contract Time : 470  
Days Used to Date : 53  
Days Remaining to Date : 417  
Schedule Update Received :

**CONTRACT AMOUNT TO DATE :**

- 1- Original Contract Amount
- 2- Approved Change Orders

**\$13,797,688.00**

No.	Date	Ext.Days	Amount

Total Approved Extentions **0**

Total Change Orders to Date

**\$0.00**

- 3- Approved Work Change Directives

No.	Date	Ext.Days	Amount

Total Pending Work Change Directives to Date **\$0.00**

**TOTAL CONTRACT AMOUNT (excludes WCDs)**

**\$13,797,688.00**

**A. EARNINGS TO DATE**

- 1- Work Completed to Date 29.30% Complete
- 2- Material Stored on Site \$0.00
- 3- Material Stored in Place \$0.00
- 4- Balance-Materials Accepted Not in Place \$0.00 @ 85%
- 5- Work Change Directives - In Place \$0.00

Current Month Billing \$3,631,885.00  
**\$4,042,941.00**

**TOTAL EARNINGS TO DATE \$4,042,941.00**

**B. DEDUCTIONS**

- 1- Retainage 5% Of \$4,042,941.00 **\$202,147.05**
- 2- Retainage Release 0% Of \$4,042,941.00 **\$0.00**
- 3- Total Retainage **\$202,147.05**
- 4- Liquidated Damages 0.00 Days @ \$2,000.00 **\$0.00**
- 5- Assessments **\$0.00**
- 6- Inspector Overtime Costs **\$0.00**

**TOTAL DEDUCTIONS \$202,147.05**

**C. AMOUNT DUE THIS PERIOD**

- 1- Total Earnings to Date **\$4,042,941.00**
- 2- Total Deductions **\$202,147.05**
- 3- Total Payments Due **\$3,840,793.95**
- 4- Less Previous Payments **\$390,503.20**
- 5- Restoration Adjustment **\$0.00**

**TOTAL AMOUNT DUE CONTRACTOR THIS DATE \$3,450,290.75  
BALANCE REMAINING \$9,754,747.00**

Prepared By Karam Qaddo 3/11/2025  
Karam Qaddo, P.E. Date

Reviewed By Muhammad Ali 3/11/2025  
Muhammad Ali, P.E. Date

Approved By: \_\_\_\_\_  
TIRZ 17 Date 3-25-2025



Detention Basin Items									
73	PIEZOMETER	EA	1	\$ 7,500.00	\$ 7,500.00	0.00	0.00	\$ -	0%
74	TYP "C" 6-FOOT DIA PRECAST ROUND CONC MANHOLE	EA	1	\$ 30,000.00	\$ 30,000.00	0.00	0.00	\$ -	0%
75	REMOVE AND DISPOSE OF SHEET PILE WEIR	SF	315	\$ 10.00	\$ 3,150.00	0.00	0.00	\$ -	0%
76	REMOVE AND DISPOSE OF CHANNEL LINING	SY	1532	\$ 10.00	\$ 15,320.00	0.00	0.00	\$ -	0%
77	REMOVE AND DISPOSE OF EXIST CONC AND CURB/GUTTER	LF	60	\$ 5.00	\$ 300.00	0.00	0.00	\$ -	0%
78	REMOVE AND DISPOSE OF EXIST BACKSLOPE INTERCEPTOR STRUCTURE	EA	2	\$ 300.00	\$ 600.00	0.00	0.00	\$ -	0%
79	REMOVE AND DISPOSE OF WATER VALVE	EA	3	\$ 350.00	\$ 1,050.00	3.00	3.00	\$ 1,050.00	100%
80	REMOVE AND DISPOSE OF WATER METER	EA	5	\$ 350.00	\$ 1,750.00	5.00	5.00	\$ 1,750.00	100%
81	REMOVE AND DISPOSE OF SPRINKLER	EA	5	\$ 250.00	\$ 1,250.00	5.00	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	2.00	\$ 500.00	100%
83	REMOVE, STOCKPILE, AND RE-INSTALL STONE RIPRAP	SY	740	\$ 70.00	\$ 51,800.00	0.00	0.00	\$ -	0%
84	COARSE FILTER TOE DRAIN (CONC GRAVEL)	LF	1272	\$ 35.00	\$ 44,520.00	0.00	0.00	\$ -	0%
85	TOE DRAIN WASHOUT STRUCTURE (PVC)	EA	1	\$ 1,500.00	\$ 1,500.00	0.00	0.00	\$ -	0%
86	CRUSHED LIMESTONE - 6" DEPTH (ALL WEATHER ACCESS ROAD)	SY	4104	\$ 20.00	\$ 82,080.00	0.00	0.00	\$ -	0%
87	GRANULAR FILL 3"x5" (8-INCH DEPTH) (150 LB/CF) INCL. GEOGRID	TON	2044	\$ 80.00	\$ 163,520.00	0.00	0.00	\$ -	0%
88	24" ALUMINIZED STEEL TYPE 2 CMP BY OPEN CUT	LF	249	\$ 120.00	\$ 29,880.00	0.00	0.00	\$ -	0%
89	36" ALUMINIZED STEEL TYPE 2 CMP BY OPEN CUT	LF	124	\$ 150.00	\$ 18,600.00	0.00	0.00	\$ -	0%
90	URBAN INTERCEPTOR STRUCTURE	EA	2	\$ 5,000.00	\$ 10,000.00	0.00	0.00	\$ -	0%
91	CARE AND CONTROL OF WATER	LS	1	\$ 60,000.00	\$ 60,000.00	0	0	\$ -	0%
92	EXCAVATION AND OFFSITE DISPOSAL	CY	57400	\$ 20.00	\$ 1,148,000.00	0	0.00	\$ -	0%
93	EXCAVATION, STOCKPILE, AND RE-USE SOIL	CY	200	\$ 30.00	\$ 6,000.00	0	0.00	\$ -	0%
94	IMPORTED CLAY (CAP OVER SLURRY WALL)	CY	2227	\$ 50.00	\$ 111,350.00	0	0.00	\$ -	0%
95	CONCRETE CHANNEL LINING, 5" (PILOT CHANNEL)	SY	1093	\$ 150.00	\$ 163,950.00	0	0.00	\$ -	0%
96	CONCRETE CHANNEL LINING, 6" (WEIR)	SY	2385	\$ 80.00	\$ 190,800.00	0	0.0000	\$ -	0%
97	CONCRETE CHANNEL LINING REPAIR, 6" (WEIR)	SY	270	\$ 200.00	\$ 54,000.00	0	0.00	\$ -	0%
98	RIRPAR (GRADE NO. 1) (18")	SY	164	\$ 120.00	\$ 19,680.00	0	0.00	\$ -	0%
99	SUBSURFACE BARRIER WALL (FURNISH AND INSTALL)	SF	157500	\$ 20.00	\$ 3,150,000.00	0	157500	\$ 3,150,000.00	100%
100	6" PVC (SDR26)	LF	120	\$ 50.00	\$ 6,000.00	0	0.00	\$ -	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	STRUCTUAL - WET WELL								
109.1	STRUCTUAL - WET WELL (ENGINEERING)	LS	1	\$ 50,000.00	\$ 50,000.00	0	0.00	\$ -	0%
109.2	STRUCTUAL - WET WELL (EXCAVATION PUMP STATION PAD)	LS	1	\$ 50,000.00	\$ 50,000.00	0	0.00	\$ -	0%
109.3	STRUCTUAL - WET WELL (26' DIA LINER PLATE SHAFT)	LS	1	\$ 250,000.00	\$ 250,000.00	0.00	0.00	\$ -	0%
109.4	STRUCTUAL - WET WELL (CIP WET WELL CONC PLUG)	LS	1	\$ 100,000.00	\$ 100,000.00	0	0.00	\$ -	0%
109.5	STRUCTUAL - WET WELL (CIP WET WELL BOTTOM SECTION)	LS	1	\$ 300,000.00	\$ 300,000.00	0	0.00	\$ -	0%
109.6	STRUCTUAL - WET WELL (CIP WET WELL TOP SECTION)	LS	1	\$ 300,000.00	\$ 300,000.00	0	0.00	\$ -	0%
109.7	STRUCTUAL - WET WELL (CIP WET WELL TOP)	LS	1	\$ 75,000.00	\$ 75,000.00	0	0.00	\$ -	0%
109.8	STRUCTUAL - WET WELL (CIP WET WELL INTERNAL SUPPORT COLUMNS)	LS	1	\$ 50,000.00	\$ 50,000.00	0	0.00	\$ -	0%
109.9	STRUCTUAL - WET WELL (DEBRIS SCREEN/METAL COMPONENTS)	LS	1	\$ 100,000.00	\$ 100,000.00	0	0.00	\$ -	0%
109.10	STRUCTUAL - WET WELL (BACKFILL STRUCTURE)	LS	1	\$ 25,000.00	\$ 25,000.00	0	0.00	\$ -	0%
110	STRUCTUAL - VALVE VAULT								
110.1	STRUCTUAL - VALVE VAULT (CIP CONC BOTTOM)	LS	1	\$ 100,000.00	\$ 100,000.00	0	0.00	\$ -	0%
110.2	STRUCTUAL - VALVE VAULT (CIP CONC WALLS)	LS	1	\$ 100,000.00	\$ 100,000.00	0	0.00	\$ -	0%
110.3	STRUCTUAL - VALVE VAULT (INSTALL SCREEN/PLATFORM)	LS	1	\$ 50,000.00	\$ 50,000.00	0	0.00	\$ -	0%
111	STRUCTUAL - INTAKE STRUCTURE	LS	1	\$ 35,000.00	\$ 35,000.00	0	0.00	\$ -	0%
112	STRUCTUAL - 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	1	1	\$ 2,000.00	13%
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 \$ 3,631,885.00

Previous Billings	
Month	Amount
01/01/2025 through 01/31/2025	\$ 390,503.20
TOTAL	\$ 390,503.20

Earned to date	\$	4,042,941.00
Stored Materials	\$	-
<b>Subtotal</b>	<b>\$</b>	<b>4,042,941.00</b>
Retainage (5%)	\$	(202,147.05)
Previous Payments	\$	(390,503.20)
<b>Due This Month After Retainage</b>	<b>\$</b>	<b>3,450,290.75</b>

*Letti Hernandez*  
 \_\_\_\_\_  
 Project Manager

03/11/2025  
 \_\_\_\_\_  
 Date





MONTHLY SUBCONTRACTOR PAYMENT REPORTING FORM

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: Reylec Construction Resources, Inc.
Address: 1901 Hollister St, Houston, TX 77080

Legal Project Name: BRIAR BRANCH DETENTION BASIN & STORM SEWER IMPROVEMENTS
Outline Agreement No.:
WBS No.: N-T17000-0021-3
Contractor's Company Name: Reylec Construction, Inc.
Address: 1901 Hollister St, Houston, TX 77080
Date: 03/07/2025

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.

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

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

Letti Hernandez
(Signature of Contractor's Representative)

Letti Hernandez
(Print or Type Name of Contractor's Representative)
03/07/2025
Date

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:

(Blank lines for detailed explanation of withholding)

Letti Hernandez
(Signature of Contractor's Representative)

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

00642
03-20-2020

00646
02-01-2010

MWSDBE Utilization Schedule

Status as of: Friday, February 26, 2025
Project Name: W16021-00 Briar Branch Storm/Water Detention Basin Expansion
WBS Number: N-T17000-0021-3
Company Name: Reylec Construction Resources

Table with columns: Month, Total, MBE, WM Trucking (MBE), Access Data (MBE), KMA Building Materials (WBE), Pflaster & Saw (SBE). Rows include months from Jan-25 to Mar-25 and cumulative totals.

Contract Amount: \$13,797,688
Goal %: 20.00%
Projected Goal%: 0.00%
Goal \$: \$2,759,538
Project Goal \$: \$0

Summary table for MBE, WBE, SBE utilization percentages: MBE 17.43%, WBE 6.78%, SBE 4.00%, TOTAL 28.21%.

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.

Table with 24 columns: Contract Number, Invoice Number, Reporting Period, Contract's Business Name, Contact Person, Address, Telephone Number, Date of Contract Award, Schedule Date of Completion, Original Contract Amount, Current Contract Modifications, Total Amount Received to Date, Total Amount Owed, Committed DBE/MWBE/HUB %, Actual DBE/MWBE/HUB Participation to date, Actual DBE/MWBE/HUB % to date, Name of DBE/MWBE/HUB Subcontractor, Description of Work, Amount of payments made during current invoice period, Date of payments made during current invoice period, Subcontract Dollars, Amount paid to date, Percent paid to date, Amount of this invoice allocated to DBE/MWBE/HUB Subcontractor.

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

Signature table with columns: Signature, Date Signed, Name and Title of Individual Completing Report. Includes Letti Hernandez, 03/07/2025, Letti Hernandez, Project Manager.

Page: 1 of 4  
Date: Feb 18, 2025  
Time: 1:47 PM EST

PAYROLL REPORTING																										
NAME OF CONTRACTOR / OR SUBCONTRACTOR		Raylec Construction Resources CONTRACTOR'S LICENSE NO. SPECIALTY LICENSE NO. CONTRACTOR JOB NUMBER: 2289					ADDRESS: 1901 Hollister Street, Houston, TX, 77060																			
PAYROLL No.		FOR WEEK ENDING: 02-FEB-25					SELF-INSURED CERTIFICATE NO. WORKERS COMPENSATION POLICY NO. FEIN: 75-0516513		PROJECT OR CONTRACT NO. 2289 PROJECT AND LOCATION: Star Branch Storm Water Detention Basin Expansion																	
(1) Name, Address and SSN of Employee	(2) Exempt ions	(3) Work Classification	(4) DAY							(5) (6) Total Hours Hourly Rate of Pay	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS						(9) Net Wages Paid for Week	Check No.						
			M	T	W	TH	F	S	S		THIS PROJECT	ALL PROJECTS	Fed. Tax	FICA	Local State tax	BDI	Vacation	Total			Total	Fed. Tax	FICA	Local State tax	BDI	Vacation
Amaya, Jose 1606 Seaside Dr Houston, TX 77063 ***861		Excavator Op	27	28	29	30	31	02	00	48.00	1,485.00	1,485.00	166.42	113.60	0.00	0.00	0.00	279.02	1,205.97	7888	800					
			HOURS WORKED EACH DAY							HOURS	HOURS	Training	Fund Admin	Dues	Travel	Savings	Health	Ret	Pension	0.00		0.00	0.00	0.00	0.00	0.00
			27	28	29	30	31	02	00	50	50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
Cristobal-Deigado, Luis 1582 Seaman Creek Cypress, TX 77429 ***742		Pipe Layer Help	27	28	29	30	31	02	00	17.00	935.00	935.00	0.00	71.53	0.00	0.00	0.00	71.53	863.47	7926	804					
			HOURS WORKED EACH DAY							HOURS	HOURS	Training	Fund Admin	Dues	Travel	Savings	Health	Ret	Pension	0.00		0.00	0.00	0.00	0.00	0.00
			27	28	29	30	31	02	00	50	50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
DeSantiago-Juarez, Rodrigo 2011 Sailer St Houston, TX 77063 ***821	3	Concrete Finisher	27	28	29	30	31	02	16	17.00	272.00	272.00	10.31	52.02	0.00	0.00	0.00	62.33	617.67	7943	804					
			HOURS WORKED EACH DAY							HOURS	HOURS	Training	Fund Admin	Dues	Travel	Savings	Health	Ret	Pension	0.00		0.00	0.00	0.00	0.00	0.00
			27	28	29	30	31	02	16	40	40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
Fuentes-Amaya, Luis 1606 Seaside Dr Houston, TX 77063 ***869		Bulldozer Op	27	28	29	30	31	02	23.00	1,299.50	1,299.50	124.62	96.41	0.00	0.00	0.00	224.03	1,075.47	7975	804						
			HOURS WORKED EACH DAY							HOURS	HOURS	Training	Fund Admin	Dues	Travel	Savings	Health	Ret	Pension		0.00	0.00	0.00	0.00	0.00	0.00
			27	28	29	30	31	02	23	51	51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
Molina-Garcia, Eligio 13483 Seaview North Houston Rd Apz 2116 Houston, TX 77066 ***087		Pipe Layer	27	28	29	30	31	02	22.00	1,210.00	1,210.00	0.00	92.57	0.00	0.00	0.00	92.57	1,117.43	8191	804						
			HOURS WORKED EACH DAY							HOURS	HOURS	Training	Fund Admin	Dues	Travel	Savings	Health	Ret	Pension		0.00	0.00	0.00	0.00	0.00	0.00
			27	28	29	30	31	02	22	50	50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
THIS PROJECT TOTAL													317	6,961.50												

Page: 2 of 4  
Date: Feb 18, 2025  
Time: 1:47 PM EST

PAYROLL REPORTING																										
NAME OF CONTRACTOR / OR SUBCONTRACTOR		Raylec Construction Resources CONTRACTOR'S LICENSE NO. SPECIALTY LICENSE NO. CONTRACTOR JOB NUMBER: 2289					ADDRESS: 1901 Hollister Street, Houston, TX, 77060																			
PAYROLL No.		FOR WEEK ENDING: 02-FEB-25					SELF-INSURED CERTIFICATE NO. WORKERS COMPENSATION POLICY NO. FEIN: 75-0516513		PROJECT OR CONTRACT NO. 2289 PROJECT AND LOCATION: Star Branch Storm Water Detention Basin Expansion																	
(1) Name, Address and SSN of Employee	(2) Exempt ions	(3) Work Classification	(4) DAY							(5) (6) Total Hours Hourly Rate of Pay	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS						(9) Net Wages Paid for Week	Check No.						
			M	T	W	TH	F	S	S		THIS PROJECT	ALL PROJECTS	Fed. Tax	FICA	Local State tax	BDI	Vacation	Total			Total	Fed. Tax	FICA	Local State tax	BDI	Vacation
Molina, Roger 12066 Seia Lane Apz 01 Houston, TX 77072 ***808		Laborer Common	27	28	29	30	31	02	00	19.00	880.00	880.00	67.32	0.00	0.00	0.00	0.00	67.32	812.68	8089	808					
			HOURS WORKED EACH DAY							HOURS	HOURS	Training	Fund Admin	Dues	Travel	Savings	Health	Ret	Pension	0.00		0.00	0.00	0.00	0.00	0.00
			27	28	29	30	31	02	00	50	50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
Zepeda-Contreras, Saul 4607 Sherwood Lane #754 Houston, TX 77092 ***723		Laborer Common	27	28	29	30	31	02	12.00	880.00	880.00	66.91	0.00	0.00	0.00	0.00	66.91	72.22	807.78	8204	804					
			HOURS WORKED EACH DAY							HOURS	HOURS	Training	Fund Admin	Dues	Travel	Savings	Health	Ret	Pension	0.00		0.00	0.00	0.00	0.00	0.00
			27	28	29	30	31	02	12	50	50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
THIS PROJECT TOTAL													317	6,961.50												

Page: 3 of 4  
Date: Feb 18, 2025  
Time: 1:47 PM EST

Date: Feb 18, 2025  
I,     Melissa Gamez     Payroll Coordinator (Title)

(Name of Signatory Party)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by     Raylec Construction Resources     on the     Star Branch Storm Water     (Building or Work) that during the payroll period commencing on the     27th     day of     January    , 2025, and ending the     02nd     day of     February    , 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     Raylec 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's 129 C.F.R. Subpart A, issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 848, 63 Stat. 108, 72 Stat. 867, 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 Dues, Child Support or Other Cash Advances.

(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 apprentice 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

REMARKS:

NAME AND TITLE:     Melissa Gamez Payroll Coordinator     SIGNATURE:     Melissa Gamez    

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 101 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Page: 4 of 4  
Date: Feb 18, 2025  
Time: 1:47 PM EST

**Report Parameters**

Company: 110	Pay Group Code:	Run Time: 1:47 PM EST
Pay Run: W	From Period: 6	Run Date: Feb 18, 2025
Year: 2025	To Period: 6	Report Code: PY1096
From Job: 2289	Job Company: 110	Operator: MGAMEZ
To Job: 2289	Fringe: All Projects Hours	Total Pages: 4
	Print Fringe: N	

PAYROLL REPORTING

Page: 1 of 5
Date: Feb 18, 2025
Time: 1:47 PM EST

Table with columns for Name, Address, SSN, Work Classification, Hours, Gross Amount, Deductions, and Net Wages. Includes entries for Anaia-Degado, Araya\_Jose, Castaneda-Degado, Cervantes-Mendoza, and DeSantiago-Juarez.

PAYROLL REPORTING

Page: 2 of 5
Date: Feb 18, 2025
Time: 1:47 PM EST

Table with columns for Name, Address, SSN, Work Classification, Hours, Gross Amount, Deductions, and Net Wages. Includes entries for Fuentes-Arroyo, Vidya-Garcia, Garcia-Dimal, Hernandez-Espaza, and Morales-Roger.

PAYROLL REPORTING

Page: 3 of 5
Date: Feb 18, 2025
Time: 1:47 PM EST

Table with columns for Name, Address, SSN, Work Classification, Hours, Gross Amount, Deductions, and Net Wages. Includes entries for Zaino-Comellas and THIS PROJECT TOTAL.

PAYROLL REPORTING

Page: 4 of 5
Date: Feb 18, 2025
Time: 1:47 PM EST

Form containing contractor information, date, and a table for EXCEPTIONS (DRAFT) with columns for EXCEPTION and EXPLANATION. Includes a signature for Melissa Gamez.

PAYROLL REPORTING

Page: 5 of 5
Date: Feb 18, 2025
Time: 1:47 PM EST

Report Parameters

Company: 110 Pay Group Code: Run Time: 1:47 PM EST
Pay Ref: W Poin Period: 7 Run Date: Feb 18, 2025
Year: 2025 To Period: 7 Report Code: PY096 27/02/2025
From Job: 2289 Job Company: 110 Operator: MGAMEZ
To Job: 2289 All Projects Hours Total Pages: 5
Print Fringe N

PAYROLL REPORTING

Page: 1 of 4
Date: Mar 04, 2025
Time: 9:27 AM EST

Table with columns for Contractor Info, Worker Info, and Payroll Data. Includes names like Anya Jose, Castaneda-Delgado, and Franco-Amaya.

PAYROLL REPORTING

Page: 2 of 4
Date: Mar 04, 2025
Time: 9:27 AM EST

Table with columns for Contractor Info, Worker Info, and Payroll Data. Includes name Castaneda-Comerio.

PAYROLL REPORTING

Page: 3 of 4
Date: Mar 04, 2025
Time: 9:27 AM EST

Form with sections for Date, Signature of Melissa Gamez, Employer/Contractor info, and Remarks. Includes sections for Fringe Benefits and Exemptions.

**PAYROLL REPORTING**

Page: 4 of 4  
Date: Mar 04, 2025  
Time: 9:27 AM EST

**Report Parameters**

Company: 110	Pay Group Code:	Run Time: 9:27 AM EST
Pay Ref: W	From Period: 8	Run Date: Mar 04, 2025
Year: 2025	To Period: 8	Report Code: PYS06
From Job: 2289	Job Company: 110	Operator: MGAMEZ
To Job: 2289	Fringe: All Projects Hours	Total Pages: 4
	Print Fringe: N	

**PAYROLL REPORTING**

Page: 1 of 4  
Date: Mar 04, 2025  
Time: 9:25 AM EST

NAME OF CONTRACTOR: Rylec Construction Resources		CONTRACTOR'S LICENSE NO. SPECIALTY LICENSE NO. CONTRACTOR JOB NUMBER: 2289		ADDRESS: 1901 Hollister Street, Houston, TX, 77080																			
PAYROLL No.		FOR WEEK ENDING: 23-FEB-25		SELF-INSURED CERTIFICATE NO. WORKERS COMPENSATION POLICY NO.																			
PROJECT OR CONTRACT NO. 2289		PROJECT AND LOCATION: Bear Branch Storm Water Detention Basin Expansion																					
DATE		FEIN: 76-0516513																					
(1) Name, Address and SSN of Employee	(2) Exempt ions	(3) Work Classification	(4) DAY	(5) DATE	(6) Hourly Rate of Pay	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS				(9) Net Wages Paid for Week	Check No.											
				M	T	W	TH	F	S	S													
				17	18	19	20	21	22	23	HOURS WORKED EACH DAY												
Amaya, Jose 1606 Brauna Dr Houston, TX 77063 ****9491		Excavator Op	BT								27.00	THIS PROJECT	ALL PROJECTS	Fed. Tax	FICA	Local State tax	BDI	Vacation History	Total Benefits	Total Deduction	690.03	3873	
						810.00	810.00	58.00	61.97			HOURS	HOURS	Training	Fund Admin	Dues	Travel	Savings	Health	Union	Pension		
						30	30	0.00	0.00	0.00	0.00												
Castro-DeLgado, Luis 1523 Searson Creek Cypress, TX 77429 ****9423		Pipe Layer Help	BT								17.00	THIS PROJECT	ALL PROJECTS	Fed. Tax	FICA	Local State tax	BDI	Vacation History	Total Benefits	Total Deduction	470.98	3910	
						510.00	510.00	39.02				HOURS	HOURS	Training	Fund Admin	Dues	Travel	Savings	Health	Union	Pension		
						30	30	0.00	0.00	0.00	0.00												
Delgado-Juarez, Rodrigo 2011 Eader St. Houston, TX 77093 ****1621		Concrete Finish	BT								17.00	THIS PROJECT	ALL PROJECTS	Fed. Tax	FICA	Local State tax	BDI	Vacation History	Total Benefits	Total Deduction	669.67	3925	
						272.00	731.00	15.41	55.92			HOURS	HOURS	Training	Fund Admin	Dues	Travel	Savings	Health	Union	Pension		
						16	42	0.00	0.00	0.00	0.00												
Fontes-Amaya, Luis 1266 Sola Lane Houston, TX 77063 ****9349		Buildover Op	BT								23.00	THIS PROJECT	ALL PROJECTS	Fed. Tax	FICA	Local State tax	BDI	Vacation History	Total Benefits	Total Deduction	1463.80	3957	
						1,851.50	1,851.50	246.06	141.64			HOURS	HOURS	Training	Fund Admin	Dues	Travel	Savings	Health	Union	Pension		
						67	67	0.00	0.00	0.00	0.00												
Morales, Roger 1266 Sola Lane Apt B1, Houston, TX 77063 ****8058		Laborer Common	BT								24.00	THIS PROJECT	ALL PROJECTS	Fed. Tax	FICA	Local State tax	BDI	Vacation History	Total Benefits	Total Deduction	746.18	3072	
						868.00	868.00	61.82				HOURS	HOURS	Training	Fund Admin	Dues	Travel	Savings	Health	Union	Pension		
						47	47	0.00	0.00	0.00	0.00												

**PAYROLL REPORTING**

Page: 2 of 4  
Date: Mar 04, 2025  
Time: 9:25 AM EST

NAME OF CONTRACTOR: Rylec Construction Resources		CONTRACTOR'S LICENSE NO. SPECIALTY LICENSE NO. CONTRACTOR JOB NUMBER: 2289		ADDRESS: 1901 Hollister Street, Houston, TX, 77080																			
PAYROLL No.		FOR WEEK ENDING: 23-FEB-25		SELF-INSURED CERTIFICATE NO. WORKERS COMPENSATION POLICY NO.																			
PROJECT OR CONTRACT NO. 2289		PROJECT AND LOCATION: Bear Branch Storm Water Detention Basin Expansion																					
DATE		FEIN: 76-0516513																					
(1) Name, Address and SSN of Employee	(2) Exempt ions	(3) Work Classification	(4) DAY	(5) DATE	(6) Hourly Rate of Pay	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS				(9) Net Wages Paid for Week	Check No.											
				M	T	W	TH	F	S	S													
				17	18	19	20	21	22	23	HOURS WORKED EACH DAY												
Zapico-Commins, Irid 4807 Sherwood Lane, #184, Houston, TX 77092 ****7123		Laborer Common	BT								16.00	THIS PROJECT	ALL PROJECTS	Fed. Tax	FICA	Local State tax	BDI	Vacation History	Total Benefits	Total Deduction	438.38	9184	
						480.00	480.00	36.33	41.62			HOURS	HOURS	Training	Fund Admin	Dues	Travel	Savings	Health	Union	Pension		
						30	30	0.00	0.00	0.00	0.00												
THIS PROJECT TOTAL						220	4,731.50																

**PAYROLL REPORTING**

Page: 3 of 4  
Date: Mar 04, 2025  
Time: 9:25 AM EST

Date: Mar 04, 2025

I, **Melissa Gamez**, Payroll Coordinator (Title)

(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ (Contractor or Subcontractor) on the \_\_\_\_\_ (Billing or Work) \_\_\_\_\_ that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and ending the \_\_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_\_ (Contractor or Subcontractor) from the full 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. Section A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 548, 63 Stat. 108, 72 Stat. 897, 76 Stat. 367 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 Dedications, Child Support or Other Garnishments.

(2) That any payroll 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 rate 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 each employee, 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 (DRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE: Melissa Gamez Payroll Coordinator

SIGNATURE: *Melissa Gamez*

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 101 OF TITLE 18 AND SECTION 031 OF TITLE 31 OF THE UNITED STATES CODE.

**PAYROLL REPORTING**

Page: 4 of 4  
Date: Mar 04, 2025  
Time: 9:25 AM EST

**Report Parameters**

Company: 110  
Pay Roll: W  
Year: 2025  
From Job: 2289  
To Job: 2289  
Pay Group Code: 9  
From Period: 9  
To Period: 9  
Job Company: 110  
Fringe: All Projects Hours  
Print Fringe: N  
Run Time: 9:25 AM EST  
Print Date: Mar 04, 2025  
Report Code: FY1096  
Operator: MGAMEZ  
Total Pages: 4  
17-10-2025

**DAILY CONSTRUCTION REPORT**  
27 Day s Used Of 478 AND REMAINING 443 REPORT #: 20220202 CONTRACT #: 1383 WBS No. N-T17000-002-1-3  
Saturday, February 1, 2025 TYPE OF WORK: DETENTION BASIN SITE LOCATION:  
PROJECT NAME: BRAR BRANCH (W148-01-02) STORM WATER DETENTION BASIN EXPANSION AND STORM SEWER IMPROVEMENTS  
CONTRACTOR: Reyes Construction Resources, Inc. N/C-Not Complete N/A-No Activities P/O-Part of Item Above  
Weather Conditions: Partly Sunny Temperature: TAM 63, TAM 41, TAM 87% Humidity: N/A  
Site Conditions: Dry TWS 82, TWS 40, TWS 87%  
SUBCONTRACTOR MOBILIZATION: Subcontractor Mobilization (Furnish and Install)  
LABOR FORCE AND EQUIPMENT ON PROJECT: Includes sections for Labor Force/Subcontractors and Equipment with columns for QTY, HRS, EQUIPMENT, QTY, USE, STORY.

**DAILY CONSTRUCTION REPORT**  
28 Day s Used Of 479 AND REMAINING 442 REPORT #: 20220202 CONTRACT #: 1383 WBS No. N-T17000-002-1-3  
Sunday, February 2, 2025 TYPE OF WORK: DETENTION BASIN SITE LOCATION:  
PROJECT NAME: BRAR BRANCH (W148-01-02) STORM WATER DETENTION BASIN EXPANSION AND STORM SEWER IMPROVEMENTS  
CONTRACTOR: Reyes Construction Resources, Inc. N/C-Not Complete N/A-No Activities P/O-Part of Item Above  
Weather Conditions: Partly Cloudy Temperature: TAM 63, TAM 48, TAM 100% Humidity: N/A  
Site Conditions: Dry TWS 82, TWS 61, TWS 87%  
LABOR FORCE AND EQUIPMENT ON PROJECT: Includes sections for Labor Force/Subcontractors and Equipment with columns for QTY, HRS, EQUIPMENT, QTY, USE, STORY.

**DAILY CONSTRUCTION REPORT**  
29 Day s Used Of 478 AND REMAINING 441 REPORT #: 20220203 CONTRACT #: 1383 WBS No. N-T17000-002-1-3  
Monday, February 3, 2025 TYPE OF WORK: WATER LINE SITE LOCATION: DETENTION BASIN  
PROJECT NAME: BRAR BRANCH (W148-01-02) STORM WATER DETENTION BASIN EXPANSION AND STORM SEWER IMPROVEMENTS  
CONTRACTOR: Reyes Construction Resources, Inc. N/C-Not Complete N/A-No Activities P/O-Part of Item Above  
Weather Conditions: Mostly Cloudy Temperature: TAM 63, TAM 70, TAM 100% Humidity: N/A  
Site Conditions: Dry TWS 82, TWS 70, TWS 84%  
LABOR FORCE AND EQUIPMENT ON PROJECT: Includes sections for Labor Force/Subcontractors and Equipment with columns for QTY, HRS, EQUIPMENT, QTY, USE, STORY. Includes a site plan diagram.

Gauge ENGINEERING		DAILY CONSTRUCTION REPORT				
30 Day s Used Of 478 AND REMAINING 448		REPORT #: 20220204	CONTRACT #: 1383 WBS No. N-T17000-002-1.3			
Tuesday, February 4, 2025	TYPE OF WORK: WATER LINE	SITE LOCATION: DETENTION BASIN				
PROJECT NAME: BRAR BRANCH (W148-01-06) STORM WATER DETENTION BASIN EXPANSION AND STORM SEWER IMPROVEMENTS						
CONTRACTOR: Rayer Construction Resources, Inc. N/C-Not Complete N/A-No Activities P/O-Part of Item Above						
Weather Conditions: Partly Cloudy		Temperature: TAM 63, 7AM 63, 2PM 64, 5PM 64				
Site Conditions: Dry		Dew Point: 72F, Humidity: 84%				
WORK PROGRESS: DESCRIPTION OF ACTIVITIES COMMENTS						
B.S.T.A.	E.S.T.A.	SHEET	ITEM#			
SUBCONTRACTOR MOBILIZATION						
132	69		WTR MAN PIPE (PVC) (RESTRAINED 21) 12 IN. BY OPEN CUT			
132	59		WTR MAN PIPE (PVC) (RESTRAINED 21) 8 IN. BY OPEN CUT			
132	58		REMOVE & SALAGE			
132	58		Trench Safety System			
132	55		Hand Dig for Manhole Installation (Manhole at 055.0000)			
1			Unknown Power Officers (Site: BR 035.0000)			
SECTION 01725 FIELD SURVEYING 1.07 SURVEY REFERENCE POINTS						
1.08 SURVEY REQUIREMENTS						
Establish elevations, lines and levels to provide quantities required for measurement and payment and for appropriate controls for the Work. Locate and lay out the following with appropriate instruments:						
Site improvements including grading, fill and topsoil placement, <b>cut</b> , and bedding and slabs.						
Geotest Engineering, Inc. A. Time D. Time						
LABOR FORCE AND EQUIPMENT ON PROJECT						
LABOR FORCE/SUBCONTRACTORS	QTY	HRS	EQUIPMENT	QTY	USE	STORY
Superintendent	1	10	Dump Truck LEVIO	1	1	1
Pipe Foreman	1	10	Loader	1	10	
Pipe Layer	2	10	Small Excavator	1	10	
Pipe Layer Helper	2	10	Blade & Choker	1	2	
Utility Laborer	2	10	Pickup Trucks	1	10	
Operators	2	10	Concrete Saw	1	2	
			Power Broom	1	2	
Submitted: <b>Roberto C. Chapa</b> Acknowledged: <b>H. Garcia</b>						
Inspector (sign name, print below): <b>Roberto C. Chapa</b> Reviewer/Project Manager (sign name, print below): <b>H. Garcia</b> Contributor (sign name, print below): <b>H. Garcia</b>						

Gauge ENGINEERING		DAILY CONSTRUCTION REPORT				
31 Day s Used Of 478 AND REMAINING 438		REPORT #: 20220205	CONTRACT #: 1383 WBS No. N-T17000-002-1.3			
Wednesday, February 5, 2025	TYPE OF WORK: WATER LINE	SITE LOCATION: DETENTION BASIN				
PROJECT NAME: BRAR BRANCH (W148-01-06) STORM WATER DETENTION BASIN EXPANSION AND STORM SEWER IMPROVEMENTS						
CONTRACTOR: Rayer Construction Resources, Inc. N/C-Not Complete N/A-No Activities P/O-Part of Item Above						
Weather Conditions: Mostly Cloudy		Temperature: TAM 68, 7AM 68, 2PM 70, 5PM 67				
Site Conditions: Dry		Dew Point: 72F, Humidity: 84%				
WORK PROGRESS: DESCRIPTION OF ACTIVITIES COMMENTS						
B.S.T.A.	E.S.T.A.	SHEET	ITEM#			
SUBCONTRACTOR MOBILIZATION						
132	60		WTR MAN PIPE (PVC) (RESTRAINED 21) 12 IN. BY OPEN CUT			
132	59		WTR MAN PIPE (PVC) (RESTRAINED 21) 8 IN. BY OPEN CUT			
132	64		CUT, PLUG & ABANDON (8IN)			
132	66		WET CONNECTION (8IN)			
132	67		WET CONNECTION (8IN)			
132	67		WET CONNECTION (10IN)			
132	63		REMOVE AND SALVAGING FIRE HYDRANT			
132	58		Trench Safety System			
SUBCONTRACTOR MOBILIZATION						
132	58		Subsurface Barrier Wall (Furnish and Install)			
SECTION 01725 FIELD SURVEYING 1.07 SURVEY REFERENCE POINTS						
1.08 SURVEY REQUIREMENTS						
Establish elevations, lines and levels to provide quantities required for measurement and payment and for appropriate controls for the Work. Locate and lay out the following with appropriate instruments:						
Site improvements including grading, fill and topsoil placement, <b>cut</b> , and bedding and slabs.						
Geotest Engineering, Inc. A. Time D. Time						
LABOR FORCE AND EQUIPMENT ON PROJECT						
LABOR FORCE/SUBCONTRACTORS	QTY	HRS	EQUIPMENT	QTY	USE	STORY
Superintendent	1	10	Dump Truck LEVIO	1	1	1
Pipe Foreman	1	10	Loader	1	10	
Pipe Layer	2	10	Small Excavator	1	10	
Pipe Layer Helper	2	10	Blade & Choker	1	2	
Utility Laborer	2	10	Pickup Trucks	1	10	
Operators	2	10	Concrete Saw	1	2	
			Power Broom	1	2	
Submitted: <b>Roberto C. Chapa</b> Acknowledged: <b>H. Garcia</b>						
Inspector (sign name, print below): <b>Roberto C. Chapa</b> Reviewer/Project Manager (sign name, print below): <b>H. Garcia</b> Contributor (sign name, print below): <b>H. Garcia</b>						

Gauge ENGINEERING		DAILY CONSTRUCTION REPORT				
32 Day s Used Of 478 AND REMAINING 438		REPORT #: 20220206	CONTRACT #: 1383 WBS No. N-T17000-002-1.3			
Thursday, February 6, 2025	TYPE OF WORK: WATER LINE	SITE LOCATION: DETENTION BASIN				
PROJECT NAME: BRAR BRANCH (W148-01-06) STORM WATER DETENTION BASIN EXPANSION AND STORM SEWER IMPROVEMENTS						
CONTRACTOR: Rayer Construction Resources, Inc. N/C-Not Complete N/A-No Activities P/O-Part of Item Above						
Weather Conditions: Cloudy		Temperature: TAM 63, 7AM 63, 2PM 64, 5PM 64				
Site Conditions: Dry		Dew Point: 72F, Humidity: 84%				
WORK PROGRESS: DESCRIPTION OF ACTIVITIES COMMENTS						
B.S.T.A.	E.S.T.A.	SHEET	ITEM#			
SUBCONTRACTOR MOBILIZATION						
129	59		WTR MAN PIPE (PVC) (RESTRAINED 21) 8 IN. BY OPEN CUT			
129	58		Trench Safety System			
SECTION 01725 FIELD SURVEYING 1.07 SURVEY REFERENCE POINTS						
1.08 SURVEY REQUIREMENTS						
Establish elevations, lines and levels to provide quantities required for measurement and payment and for appropriate controls for the Work. Locate and lay out the following with appropriate instruments:						
Site improvements including grading, fill and topsoil placement, <b>cut</b> , and bedding and slabs.						
Geotest Engineering, Inc. A. Time D. Time						
LABOR FORCE AND EQUIPMENT ON PROJECT						
LABOR FORCE/SUBCONTRACTORS	QTY	HRS	EQUIPMENT	QTY	USE	STORY
Superintendent	1	10	Dump Truck LEVIO	1	1	1
Pipe Foreman	1	10	Loader	1	10	
Pipe Layer	2	10	Small Excavator	1	10	
Pipe Layer Helper	2	10	Blade & Choker	1	2	
Utility Laborer	2	10	Pickup Trucks	1	10	
Operators	2	10	Concrete Saw	1	2	
			Power Broom	1	2	
Submitted: <b>Roberto C. Chapa</b> Acknowledged: <b>H. Garcia</b>						
Inspector (sign name, print below): <b>Roberto C. Chapa</b> Reviewer/Project Manager (sign name, print below): <b>H. Garcia</b> Contributor (sign name, print below): <b>H. Garcia</b>						

Gauge ENGINEERING		DAILY CONSTRUCTION REPORT				
33 Day s Used Of 478 AND REMAINING 437		REPORT #: 20220207	CONTRACT #: 1383 WBS No. N-T17000-002-1.3			
Friday, February 7, 2025	TYPE OF WORK: WATER LINE	SITE LOCATION: DETENTION BASIN				
PROJECT NAME: BRAR BRANCH (W148-01-06) STORM WATER DETENTION BASIN EXPANSION AND STORM SEWER IMPROVEMENTS						
CONTRACTOR: Rayer Construction Resources, Inc. N/C-Not Complete N/A-No Activities P/O-Part of Item Above						
Weather Conditions: Partly Cloudy		Temperature: TAM 68, 7AM 68, 2PM 70, 5PM 67				
Site Conditions: Dry		Dew Point: 72F, Humidity: 84%				
WORK PROGRESS: DESCRIPTION OF ACTIVITIES COMMENTS						
B.S.T.A.	E.S.T.A.	SHEET	ITEM#			
SUBCONTRACTOR MOBILIZATION						
128	61		Subsurface Barrier Wall (Furnish and Install)			
128	1		FIRE HYDRANT BRANCH LEAD (8IN)			
128	1		FIRE HYDRANT ASSEMBLY			
129	59		WTR MAN PIPE (PVC) (RESTRAINED 21) 8 IN. BY OPEN CUT			
129	66		WET CONNECTION (8IN)			
129	66		WET CONNECTION (8IN)			
129	58		Trench Safety System			
SECTION 01725 FIELD SURVEYING 1.07 SURVEY REFERENCE POINTS						
1.08 SURVEY REQUIREMENTS						
Establish elevations, lines and levels to provide quantities required for measurement and payment and for appropriate controls for the Work. Locate and lay out the following with appropriate instruments:						
Site improvements including grading, fill and topsoil placement, <b>cut</b> , and bedding and slabs.						
Geotest Engineering, Inc. A. Time D. Time						
LABOR FORCE AND EQUIPMENT ON PROJECT						
LABOR FORCE/SUBCONTRACTORS	QTY	HRS	EQUIPMENT	QTY	USE	STORY
Superintendent	1	10	Dump Truck LEVIO	1	1	1
Pipe Foreman	1	10	Loader	1	10	
Pipe Layer	2	10	Small Excavator	1	10	
Pipe Layer Helper	2	10	Blade & Choker	1	2	
Utility Laborer	2	10	Pickup Trucks	1	10	
Operators	2	10	Concrete Saw	1	2	
			Power Broom	1	2	
Submitted: <b>Roberto C. Chapa</b> Acknowledged: <b>H. Garcia</b>						
Inspector (sign name, print below): <b>Roberto C. Chapa</b> Reviewer/Project Manager (sign name, print below): <b>H. Garcia</b> Contributor (sign name, print below): <b>H. Garcia</b>						





**Gauge ENGINEERING** DAILY CONSTRUCTION REPORT

38 Day s Used Of 470 AND REMAINING 432 REPORT #: 20250212 CONTRACT #: 1383 WBS No. N-T17000-0021-3

Wednesday, February 12, 2025 TYPE OF WORK: SITE LOCATION: DETENTION BASIN

PROJECT NAME: BRAR BRANCH (W148-ST-06) STORM WATER DETENTION BASIN EXPANSION AND STORM SEWER IMPROVEMENTS

CONTRACTOR: Rycor Construction Resources, Inc. N/Other Complete N/A/No Activities R/Partial of Item Above

Weather Conditions: Mostly Cloudy Temperature: 72 FAM 70 FPM Humidity: 94% N/Other Complete N/A/No Activities R/Partial of Item Above

Site Conditions: Muddy TFW: 24 FPM 52 FPM 52% N/Other Complete N/A/No Activities R/Partial of Item Above

B.LTA	E.LTA	SHEET	ITEM #	DESCRIPTION OF ACTIVITIES	UNIT	QTY
22-21	23-27	113	99	Subsurface Barrier Wall (Furnish and install)	Sq Ft	3044

4. Measurement for the slurry wall shall be based on the area in square feet of the completed slurry wall measured in a vertical plane through the centerline of the slurry trench from the top of work platform to the bottom of the excavated trench. Measurements shall be based on surveys and soundings taken at the site as directed and approved by the Engineer. Portions of the slurry wall excavated to depths greater than the line shown on the drawings or as otherwise directed by the Engineer shall not be measured for payment. Additional thickness of slurry wall for excavation and placement of soil-bentonite slurry around the existing box culvert is incidental to this provision.

Geotest Engineering, Inc. A. Time D. Time

LABOR FORCE/SUBCONTRACTORS	QTY	HRS	EQUIPMENT	QTY	USE	STORY
Superintendent	1	10	Dump Truck 1200	1	8	
Pipe Foreman	1	10	Loader	1	10	
Pipe Layer	2	10	Small Excavator	1	10	
Pipe Layer Helper	2	10	Blade 1/2 Dozer	1	2	
Utility Labor	2	10	Pickup Trucks	1	10	
Operators	2	10	Concrete Saw	1	2	
Subcontractor Foreman	1	11	Power Broom	1	2	
Subcontractor Operator	2	11	Subsurface Barrier Wall Installing Equipment	1	2	
Subcontractor Laborer	3	11				

Submit: Roberto C. Chapa Acknowledged: H. Garcia

Inspector (sign name, print below): Roberto C. Chapa Reviewer/Project Manager (sign name, print below): Contractor (sign name, print below): H. Garcia

**Gauge ENGINEERING** DAILY CONSTRUCTION REPORT

39 Day s Used Of 470 AND REMAINING 431 REPORT #: 20250213 CONTRACT #: 1383 WBS No. N-T17000-0021-3

Thursday, February 13, 2025 TYPE OF WORK: SITE LOCATION: DETENTION BASIN

PROJECT NAME: BRAR BRANCH (W148-ST-06) STORM WATER DETENTION BASIN EXPANSION AND STORM SEWER IMPROVEMENTS

CONTRACTOR: Rycor Construction Resources, Inc. N/Other Complete N/A/No Activities R/Partial of Item Above

Weather Conditions: Mostly Cloudy Temperature: 43 FAM 39 FPM Humidity: 81% N/Other Complete N/A/No Activities R/Partial of Item Above

Site Conditions: Muddy TFW: 24 FPM 26 FPM 52% N/Other Complete N/A/No Activities R/Partial of Item Above

B.LTA	E.LTA	SHEET	ITEM #	DESCRIPTION OF ACTIVITIES	UNIT	QTY
22-20	22-21	113	99	Subsurface Barrier Wall (Furnish and install)	Sq Ft	1385

4. Measurement for the slurry wall shall be based on the area in square feet of the completed slurry wall measured in a vertical plane through the centerline of the slurry trench from the top of work platform to the bottom of the excavated trench. Measurements shall be based on surveys and soundings taken at the site as directed and approved by the Engineer. Portions of the slurry wall excavated to depths greater than the line shown on the drawings or as otherwise directed by the Engineer shall not be measured for payment. Additional thickness of slurry wall for excavation and placement of soil-bentonite slurry around the existing box culvert is incidental to this provision.

Geotest Engineering, Inc. A. Time D. Time

LABOR FORCE/SUBCONTRACTORS	QTY	HRS	EQUIPMENT	QTY	USE	STORY
Superintendent	1	10	Dump Truck 1200	1	8	
Pipe Foreman	1	10	Loader	1	10	
Pipe Layer	2	10	Small Excavator	1	10	
Pipe Layer Helper	2	10	Blade 1/2 Dozer	1	2	
Utility Labor	2	10	Pickup Trucks	1	10	
Operators	2	10	Concrete Saw	1	2	
Subcontractor Foreman	1	11	Power Broom	1	2	
Subcontractor Operator	2	11	Subsurface Barrier Wall Installing Equipment	1	2	
Subcontractor Laborer	3	11				

Submit: Roberto C. Chapa Acknowledged: H. Garcia

Inspector (sign name, print below): Roberto C. Chapa Reviewer/Project Manager (sign name, print below): Contractor (sign name, print below): H. Garcia

**Gauge ENGINEERING** DAILY CONSTRUCTION REPORT

40 Day s Used Of 470 AND REMAINING 430 REPORT #: 20250214 CONTRACT #: 1383 WBS No. N-T17000-0021-3

Friday, February 14, 2025 TYPE OF WORK: SITE LOCATION: DETENTION BASIN

PROJECT NAME: BRAR BRANCH (W148-ST-06) STORM WATER DETENTION BASIN EXPANSION AND STORM SEWER IMPROVEMENTS

CONTRACTOR: Rycor Construction Resources, Inc. N/Other Complete N/A/No Activities R/Partial of Item Above

Weather Conditions: Cloudy Temperature: 46 FAM 39 FPM Humidity: 76% N/Other Complete N/A/No Activities R/Partial of Item Above

Site Conditions: Muddy TFW: 24 FPM 52 FPM 52% N/Other Complete N/A/No Activities R/Partial of Item Above

B.LTA	E.LTA	SHEET	ITEM #	DESCRIPTION OF ACTIVITIES	UNIT	QTY
18-16	20-20	113 - 112	99	Subsurface Barrier Wall (Furnish and install)	Sq Ft	3015

4. Measurement for the slurry wall shall be based on the area in square feet of the completed slurry wall measured in a vertical plane through the centerline of the slurry trench from the top of work platform to the bottom of the excavated trench. Measurements shall be based on surveys and soundings taken at the site as directed and approved by the Engineer. Portions of the slurry wall excavated to depths greater than the line shown on the drawings or as otherwise directed by the Engineer shall not be measured for payment. Additional thickness of slurry wall for excavation and placement of soil-bentonite slurry around the existing box culvert is incidental to this provision.

Geotest Engineering, Inc. A. Time D. Time

LABOR FORCE/SUBCONTRACTORS	QTY	HRS	EQUIPMENT	QTY	USE	STORY
Superintendent	1	10	Dump Truck 1200	1	8	
Pipe Foreman	1	10	Loader	1	10	
Pipe Layer	2	10	Small Excavator	1	10	
Pipe Layer Helper	2	10	Blade 1/2 Dozer	1	2	
Utility Labor	2	10	Pickup Trucks	1	10	
Operators	2	10	Concrete Saw	1	2	
Subcontractor Foreman	1	11	Power Broom	1	2	
Subcontractor Operator	2	11	Subsurface Barrier Wall Installing Equipment	1	2	
Subcontractor Laborer	3	11				

Submit: Roberto C. Chapa Acknowledged: H. Garcia

Inspector (sign name, print below): Roberto C. Chapa Reviewer/Project Manager (sign name, print below): Contractor (sign name, print below): H. Garcia

**Gauge ENGINEERING** DAILY CONSTRUCTION REPORT

41 Day s Used Of 470 AND REMAINING 429 REPORT #: 20250215 CONTRACT #: 1383 WBS No. N-T17000-0021-3

Saturday, February 15, 2025 TYPE OF WORK: SITE LOCATION: DETENTION BASIN

PROJECT NAME: BRAR BRANCH (W148-ST-06) STORM WATER DETENTION BASIN EXPANSION AND STORM SEWER IMPROVEMENTS

CONTRACTOR: Rycor Construction Resources, Inc. N/Other Complete N/A/No Activities R/Partial of Item Above

Weather Conditions: Mostly Cloudy Temperature: 72 FAM 70 FPM Humidity: 94% N/Other Complete N/A/No Activities R/Partial of Item Above

Site Conditions: Muddy TFW: 24 FPM 52 FPM 52% N/Other Complete N/A/No Activities R/Partial of Item Above

B.LTA	E.LTA	SHEET	ITEM #	DESCRIPTION OF ACTIVITIES	UNIT	QTY
17-17	18-16	112	99	Subsurface Barrier Wall (Furnish and install)	Sq Ft	1307

4. Measurement for the slurry wall shall be based on the area in square feet of the completed slurry wall measured in a vertical plane through the centerline of the slurry trench from the top of work platform to the bottom of the excavated trench. Measurements shall be based on surveys and soundings taken at the site as directed and approved by the Engineer. Portions of the slurry wall excavated to depths greater than the line shown on the drawings or as otherwise directed by the Engineer shall not be measured for payment. Additional thickness of slurry wall for excavation and placement of soil-bentonite slurry around the existing box culvert is incidental to this provision.

Geotest Engineering, Inc. A. Time D. Time

LABOR FORCE/SUBCONTRACTORS	QTY	HRS	EQUIPMENT	QTY	USE	STORY
Superintendent	1	10	Dump Truck 1200	1	8	
Pipe Foreman	1	10	Loader	1	10	
Pipe Layer	2	10	Small Excavator	1	10	
Pipe Layer Helper	2	10	Blade 1/2 Dozer	1	2	
Utility Labor	2	10	Pickup Trucks	1	10	
Operators	2	10	Concrete Saw	1	2	
Subcontractor Foreman	1	11	Power Broom	1	2	
Subcontractor Operator	2	11	Subsurface Barrier Wall Installing Equipment	1	2	
Subcontractor Laborer	3	11				

Submit: Roberto C. Chapa Acknowledged: H. Garcia

Inspector (sign name, print below): Roberto C. Chapa Reviewer/Project Manager (sign name, print below): Contractor (sign name, print below): H. Garcia

**Gauge ENGINEERING** DAILY CONSTRUCTION REPORT

42 Day's Used Of 470 AND REMAINING 428 REPORT #: 20250216 CONTRACT #: 1383 WBS No. N-T17000-0021-3

Sunday, February 16, 2025 TYPE OF WORK: SITE LOCATION: DETENTION BASIN

PROJECT NAME: BRAR BRANCH (W148-ST-06) STORM WATER DETENTION BASIN EXPANSION AND STORM SEWER IMPROVEMENTS

CONTRACTOR: Rycor Construction Resources, Inc. N/Not Complete N/A/No Activities R/D/Part of Item Above

Weather Conditions: Partly Sunny Temperature: 43 FAM 34 FPM Humidity: 70% N/Not Complete N/A/No Activities R/D/Part of Item Above

Site Conditions: Cold 7PM 52 FPM 36 FPM 54% N/Not Complete N/A/No Activities R/D/Part of Item Above

B.LTA	E.LTA	SHEET	ITEM #	DESCRIPTION OF ACTIVITIES / COMMENTS	UNIT	QTY
12-10	12-88	112	99	Subsurface Barrier Wall (Furnish and install)	Sq Ft	5219

4. Measurement for the slurry wall shall be based on the area in square feet of the completed slurry wall measured in a vertical plane through the centerline of the slurry trench from the top of work platform to the bottom of the excavated trench. Measurements shall be based on surveys and soundings taken at the site as directed and approved by the Engineer. Portions of the slurry wall excavated to depths greater than the line shown on the drawings or as otherwise directed by the Engineer shall not be measured for payment. Additional thickness of slurry wall for excavation and placement of soil-bentonite slurry around the existing box culvert is incidental to this provision.

Geotest Engineering, Inc. A. Time D. Time

LABOR FORCE/SUBCONTRACTORS	QTY	HRS	EQUIPMENT	QTY	USE	STORY
Superintendent	1	2	Loader	1	5	
Pipe Foreman	1	5	Small Excavator	1	5	
Utility Laborer	3	5	Blade 1/2 Dozer	1	5	
Operators	2	5	Pickup Trucks	1	5	
Superintendent	1	2	Power Broom	1	2	
Pipe Foreman	1	5	Subsurface Barrier Wall Installing Equipment	1	5	
Utility Laborer	3	5				
Operators	2	5				

Submitted: Roberto C. Chapa Acknowledged: H. Garcia

Inspector (sign name, print below): Roberto C. Chapa Reviewer/Project Manager (sign name, print below): H. Garcia Contractor (sign name, print below): H. Garcia

**Gauge ENGINEERING** DAILY CONSTRUCTION REPORT

43 Day's Used Of 470 AND REMAINING 427 REPORT #: 20250217 CONTRACT #: 1383 WBS No. N-T17000-0021-3

Monday, February 17, 2025 TYPE OF WORK: SITE LOCATION: DETENTION BASIN

PROJECT NAME: BRAR BRANCH (W148-ST-06) STORM WATER DETENTION BASIN EXPANSION AND STORM SEWER IMPROVEMENTS

CONTRACTOR: Rycor Construction Resources, Inc. N/Not Complete N/A/No Activities R/D/Part of Item Above

Weather Conditions: Partly Sunny Temperature: 41 FAM 34 FPM Humidity: 70% N/Not Complete N/A/No Activities R/D/Part of Item Above

Site Conditions: Mudgy 7PM 54 FPM 46 FPM 57% N/Not Complete N/A/No Activities R/D/Part of Item Above

B.LTA	E.LTA	SHEET	ITEM #	DESCRIPTION OF ACTIVITIES / COMMENTS	UNIT	QTY
12-88	12-73	112	99	Subsurface Barrier Wall (Furnish and install)	Sq Ft	5219
17-18	16-40	112	99	Subsurface Barrier Wall (Furnish and install)	Sq Ft	5219

4. Measurement for the slurry wall shall be based on the area in square feet of the completed slurry wall measured in a vertical plane through the centerline of the slurry trench from the top of work platform to the bottom of the excavated trench. Measurements shall be based on surveys and soundings taken at the site as directed and approved by the Engineer. Portions of the slurry wall excavated to depths greater than the line shown on the drawings or as otherwise directed by the Engineer shall not be measured for payment. Additional thickness of slurry wall for excavation and placement of soil-bentonite slurry around the existing box culvert is incidental to this provision.

Geotest Engineering, Inc. A. Time D. Time

LABOR FORCE/SUBCONTRACTORS	QTY	HRS	EQUIPMENT	QTY	USE	STORY
Superintendent	1	2	Loader	1	10	
Pipe Foreman	1	0	Small Excavator	1	10	
Utility Laborer	1	10	Blade 1/2 Dozer	1	10	
Operators	1	10	Pickup Trucks	1	10	
Superintendent	1	10	Power Broom	1	10	
Pipe Foreman	1	10	Subsurface Barrier Wall Installing Equipment	1	10	
Utility Laborer	3	10				
Operators	2	10				

Submitted: Roberto C. Chapa Acknowledged: H. Garcia

Inspector (sign name, print below): Roberto C. Chapa Reviewer/Project Manager (sign name, print below): H. Garcia Contractor (sign name, print below): H. Garcia

**Gauge ENGINEERING** DAILY CONSTRUCTION REPORT

44 Day's Used Of 470 AND REMAINING 426 REPORT #: 20250218 CONTRACT #: 1383 WBS No. N-T17000-0021-3

Tuesday, February 18, 2025 TYPE OF WORK: SITE LOCATION: DETENTION BASIN

PROJECT NAME: BRAR BRANCH (W148-ST-06) STORM WATER DETENTION BASIN EXPANSION AND STORM SEWER IMPROVEMENTS

CONTRACTOR: Rycor Construction Resources, Inc. N/Not Complete N/A/No Activities R/D/Part of Item Above

Weather Conditions: Cloudy Temperature: 57 FAM 55 FPM Humidity: 54% N/Not Complete N/A/No Activities R/D/Part of Item Above

Site Conditions: Mudgy 7PM 61 FPM 58 FPM 54% N/Not Complete N/A/No Activities R/D/Part of Item Above

B.LTA	E.LTA	SHEET	ITEM #	DESCRIPTION OF ACTIVITIES / COMMENTS	UNIT	QTY
16-40	14-79	112	99	Subsurface Barrier Wall (Furnish and install)	Sq Ft	5219

4. Measurement for the slurry wall shall be based on the area in square feet of the completed slurry wall measured in a vertical plane through the centerline of the slurry trench from the top of work platform to the bottom of the excavated trench. Measurements shall be based on surveys and soundings taken at the site as directed and approved by the Engineer. Portions of the slurry wall excavated to depths greater than the line shown on the drawings or as otherwise directed by the Engineer shall not be measured for payment. Additional thickness of slurry wall for excavation and placement of soil-bentonite slurry around the existing box culvert is incidental to this provision.

Geotest Engineering, Inc. A. Time D. Time

LABOR FORCE/SUBCONTRACTORS	QTY	HRS	EQUIPMENT	QTY	USE	STORY
Superintendent	1	2	Loader	1	10	
Pipe Foreman	1	0	Small Excavator	1	10	
Utility Laborer	1	10	Blade 1/2 Dozer	1	10	
Operators	1	10	Pickup Trucks	1	10	
Superintendent	1	10	Power Broom	1	10	
Pipe Foreman	1	10	Subsurface Barrier Wall Installing Equipment	1	10	
Utility Laborer	3	10				
Operators	2	10				

Submitted: Roberto C. Chapa Acknowledged: H. Garcia

Inspector (sign name, print below): Roberto C. Chapa Reviewer/Project Manager (sign name, print below): H. Garcia Contractor (sign name, print below): H. Garcia

**Gauge ENGINEERING** DAILY CONSTRUCTION REPORT

45 Day's Used Of 470 AND REMAINING 425 REPORT #: 20250219 CONTRACT #: 1383 WBS No. N-T17000-0021-3

Wednesday, February 19, 2025 TYPE OF WORK: SITE LOCATION: DETENTION BASIN

PROJECT NAME: BRAR BRANCH (W148-ST-06) STORM WATER DETENTION BASIN EXPANSION AND STORM SEWER IMPROVEMENTS

CONTRACTOR: Rycor Construction Resources, Inc. N/Not Complete N/A/No Activities R/D/Part of Item Above

Weather Conditions: Mostly Cloudy Temperature: 37 FAM 35 FPM Humidity: 72% N/Not Complete N/A/No Activities R/D/Part of Item Above

Site Conditions: Mudgy 7PM 58 FPM 23 FPM 72% N/Not Complete N/A/No Activities R/D/Part of Item Above

B.LTA	E.LTA	SHEET	ITEM #	DESCRIPTION OF ACTIVITIES / COMMENTS	UNIT	QTY
13-73	14-79	112	99	Subsurface Barrier Wall (Furnish and install)	Sq Ft	5219

4. Measurement for the slurry wall shall be based on the area in square feet of the completed slurry wall measured in a vertical plane through the centerline of the slurry trench from the top of work platform to the bottom of the excavated trench. Measurements shall be based on surveys and soundings taken at the site as directed and approved by the Engineer. Portions of the slurry wall excavated to depths greater than the line shown on the drawings or as otherwise directed by the Engineer shall not be measured for payment. Additional thickness of slurry wall for excavation and placement of soil-bentonite slurry around the existing box culvert is incidental to this provision.

Geotest Engineering, Inc. A. Time D. Time

LABOR FORCE/SUBCONTRACTORS	QTY	HRS	EQUIPMENT	QTY	USE	STORY
Superintendent	1	2	Loader	1	10	
Pipe Foreman	1	0	Small Excavator	1	10	
Utility Laborer	1	10	Blade 1/2 Dozer	1	10	
Operators	1	10	Pickup Trucks	1	10	
Superintendent	1	10	Power Broom	1	10	
Pipe Foreman	1	10	Subsurface Barrier Wall Installing Equipment	1	10	
Utility Laborer	3	10				
Operators	2	10				

Submitted: Roberto C. Chapa Acknowledged: H. Garcia

Inspector (sign name, print below): Roberto C. Chapa Reviewer/Project Manager (sign name, print below): H. Garcia Contractor (sign name, print below): H. Garcia

**Gauge ENGINEERING** DAILY CONSTRUCTION REPORT

45 Day s Used Of 470 AND REMAINING 424 REPORT #: 20250220 CONTRACT #: 1383 WBS No. N-T17000-0021-3

Thursday, February 20, 2025 TYPE OF WORK: SITE LOCATION: DETENTION BASIN

PROJECT NAME: BRAR BRANCH (W140-ST-06) STORM WATER DETENTION BASIN EXPANSION AND STORM SEWER IMPROVEMENTS

CONTRACTOR: Rycor Construction Resources, Inc. N/Color Complete N/A/No Activities R/D=Part of Item Above

Weather Conditions: Cloudy Temperature: 28 FAM 21 FPM Humidity: 74% N/Color Complete N/A/No Activities R/D=Part of Item Above

Site Conditions: Muddy 7PM 29 FPM 41 FPM 45% 7PM 45% 7PM 45%

B.S.T.A.	E.S.T.A.	SHEET	ITEM #	DESCRIPTION OF ACTIVITIES / COMMENTS	UNIT	QTY
11-00	12-10	112	99	Subsurface Barrier Wall (Furnish and install)	Sq Ft	3445

4. Measurement for the slurry wall shall be based on the area in square feet of the completed slurry wall measured in a vertical plane through the centerline of the slurry trench from the top of work platform to the bottom of the excavated trench. Measurements shall be based on surveys and soundings taken at the site as directed and approved by the Engineer. Portions of the slurry wall excavated to depths greater than the line shown on the drawings or as otherwise directed by the Engineer shall not be measured for payment. Additional thickness of slurry wall for excavation and placement of soil bentonite slurry around the existing box culvert is incidental to this provision.

Geotest Engineering, Inc. A. Time D. Time

LABOR FORCE/SUBCONTRACTORS	QTY	HRS	EQUIPMENT	QTY	USE	STORY
Superintendent	1	2	Loader	1	10	
Pipe Foreman	1	0	Small Excavator	1	10	
Utility Labor	1	10	Blade 1/2 Dozer	1	10	
Operators	1	10	Pickup Trucks	1	10	
Superintendent	1	10	Power Broom	1	10	
Pipe Foreman	1	10	Subsurface Barrier Wall Installing Equipment	1	10	
Utility Labor	3	10				
Operators	2	10				

Submitted: Roberto C. Chapa Acknowledged: H. Garcia

Inspector (sign name, print below): Roberto C. Chapa Reviewer/Project Manager (sign name, print below): Contractor (sign name, print below):

**Gauge ENGINEERING** DAILY CONSTRUCTION REPORT

47 Day s Used Of 470 AND REMAINING 423 REPORT #: 20250221 CONTRACT #: 1383 WBS No. N-T17000-0021-3

Friday, February 21, 2025 TYPE OF WORK: SITE LOCATION: DETENTION BASIN

PROJECT NAME: BRAR BRANCH (W140-ST-06) STORM WATER DETENTION BASIN EXPANSION AND STORM SEWER IMPROVEMENTS

CONTRACTOR: Rycor Construction Resources, Inc. N/Color Complete N/A/No Activities R/D=Part of Item Above

Weather Conditions: Cloudy Temperature: 34 FAM 19 FPM Humidity: 90% N/Color Complete N/A/No Activities R/D=Part of Item Above

Site Conditions: Muddy 7PM 29 FPM 41 FPM 45% 7PM 45% 7PM 45%

B.S.T.A.	E.S.T.A.	SHEET	ITEM #	DESCRIPTION OF ACTIVITIES / COMMENTS	UNIT	QTY
11-00	11-75	113	99	Subsurface Barrier Wall (Furnish and install)	Sq Ft	3445

EXIST PIEZOMETER PZ-1

26 ft 10 ft 2.00'

PROP LIFT STATION

WET CONNECTION BIN

WTR MAIN PVC (RESTRAINED JT) BY OPEN CUT

WET CONNECTION BIN

WTR MAIN PVC (PVC) (RESTRAINED JT) BY OPEN CUT

8.00' 4.00' 2-8" X 41'

4. Measurement for the slurry wall shall be based on the area in square feet of the completed slurry wall measured in a vertical plane through the centerline of the slurry trench from the top of work platform to the bottom of the excavated trench. Measurements shall be based on surveys and soundings taken at the site as directed and approved by the Engineer. Portions of the slurry wall excavated to depths greater than the line shown on the drawings or as otherwise directed by the Engineer shall not be measured for payment. Additional thickness of slurry wall for excavation and placement of soil bentonite slurry around the existing box culvert is incidental to this provision.

Geotest Engineering, Inc. A. Time D. Time

LABOR FORCE/SUBCONTRACTORS	QTY	HRS	EQUIPMENT	QTY	USE	STORY
Superintendent	1	2	Loader	1	10	
Pipe Foreman	1	0	Small Excavator	1	10	
Utility Labor	1	10	Blade 1/2 Dozer	1	10	
Operators	1	10	Pickup Trucks	1	10	
Superintendent	1	10	Power Broom	1	10	
Pipe Foreman	1	10	Subsurface Barrier Wall Installing Equipment	1	10	
Utility Labor	3	10				
Operators	2	10				

Submitted: Roberto C. Chapa Acknowledged: H. Garcia

Inspector (sign name, print below): Roberto C. Chapa Reviewer/Project Manager (sign name, print below): Contractor (sign name, print below):

**Gauge ENGINEERING** DAILY CONSTRUCTION REPORT

45 Day s Used Of 470 AND REMAINING 422 REPORT #: 20250222 CONTRACT #: 1383 WBS No. N-T17000-0021-3

Saturday, February 22, 2025 TYPE OF WORK: SITE LOCATION: DETENTION BASIN

PROJECT NAME: BRAR BRANCH (W140-ST-06) STORM WATER DETENTION BASIN EXPANSION AND STORM SEWER IMPROVEMENTS

CONTRACTOR: Rycor Construction Resources, Inc. N/Color Complete N/A/No Activities R/D=Part of Item Above

Weather Conditions: Cloudy Temperature: 37 FAM 28 FPM Humidity: 70% N/Color Complete N/A/No Activities R/D=Part of Item Above

Site Conditions: Muddy 7PM 29 FPM 41 FPM 45% 7PM 45% 7PM 45%

B.S.T.A.	E.S.T.A.	SHEET	ITEM #	DESCRIPTION OF ACTIVITIES / COMMENTS	UNIT	QTY
11-75	12-75	113	99	Subsurface Barrier Wall (Furnish and install)	Sq Ft	3445

EXIST CONCRETE (15' REMAIN)

EXIST CONCRETE (15' REMAIN)

50 ft 60 ft 4.00'

4. Measurement for the slurry wall shall be based on the area in square feet of the completed slurry wall measured in a vertical plane through the centerline of the slurry trench from the top of work platform to the bottom of the excavated trench. Measurements shall be based on surveys and soundings taken at the site as directed and approved by the Engineer. Portions of the slurry wall excavated to depths greater than the line shown on the drawings or as otherwise directed by the Engineer shall not be measured for payment. Additional thickness of slurry wall for excavation and placement of soil bentonite slurry around the existing box culvert is incidental to this provision.

Geotest Engineering, Inc. A. Time D. Time

LABOR FORCE/SUBCONTRACTORS	QTY	HRS	EQUIPMENT	QTY	USE	STORY
Superintendent	1	2	Loader	1	10	
Pipe Foreman	1	10	Small Excavator	1	10	
Utility Labor	1	10	Blade 1/2 Dozer	1	10	
Operators	1	10	Pickup Trucks	1	10	
Superintendent	1	10	Power Broom	1	10	
Pipe Foreman	1	10	Subsurface Barrier Wall Installing Equipment	1	10	
Utility Labor	3	10				
Operators	2	10				

Submitted: Roberto C. Chapa Acknowledged: H. Garcia

Inspector (sign name, print below): Roberto C. Chapa Reviewer/Project Manager (sign name, print below): Contractor (sign name, print below):

**Gauge ENGINEERING** DAILY CONSTRUCTION REPORT

49 Day s Used Of 470 AND REMAINING 421 REPORT #: 20250223 CONTRACT #: 1383 WBS No. N-T17000-0021-3

Sunday, February 23, 2025 TYPE OF WORK: SITE LOCATION: DETENTION BASIN

PROJECT NAME: BRAR BRANCH (W140-ST-06) STORM WATER DETENTION BASIN EXPANSION AND STORM SEWER IMPROVEMENTS

CONTRACTOR: Rycor Construction Resources, Inc. N/Color Complete N/A/No Activities R/D=Part of Item Above

Weather Conditions: Cloudy Temperature: 45 FAM 45 FPM Humidity: 100% N/Color Complete N/A/No Activities R/D=Part of Item Above

Site Conditions: Muddy 7PM 29 FPM 41 FPM 45% 7PM 45% 7PM 45%

B.S.T.A.	E.S.T.A.	SHEET	ITEM #	DESCRIPTION OF ACTIVITIES / COMMENTS	UNIT	QTY
12-75	14-07	113	99	Subsurface Barrier Wall (Furnish and install)	Sq Ft	3445

EXIST 24" RCP (TO REMAIN)

75 ft 37 ft 4.00'

4. Measurement for the slurry wall shall be based on the area in square feet of the completed slurry wall measured in a vertical plane through the centerline of the slurry trench from the top of work platform to the bottom of the excavated trench. Measurements shall be based on surveys and soundings taken at the site as directed and approved by the Engineer. Portions of the slurry wall excavated to depths greater than the line shown on the drawings or as otherwise directed by the Engineer shall not be measured for payment. Additional thickness of slurry wall for excavation and placement of soil bentonite slurry around the existing box culvert is incidental to this provision.

Geotest Engineering, Inc. A. Time D. Time

LABOR FORCE/SUBCONTRACTORS	QTY	HRS	EQUIPMENT	QTY	USE	STORY
Superintendent	1	2	Loader	1	10	
Pipe Foreman	1	10	Small Excavator	1	10	
Utility Labor	1	10	Blade 1/2 Dozer	1	10	
Operators	1	10	Pickup Trucks	1	10	
Superintendent	1	10	Power Broom	1	10	
Pipe Foreman	1	10	Subsurface Barrier Wall Installing Equipment	1	10	
Utility Labor	3	10				
Operators	2	10				

Submitted: Roberto C. Chapa Acknowledged: H. Garcia

Inspector (sign name, print below): Roberto C. Chapa Reviewer/Project Manager (sign name, print below): Contractor (sign name, print below):

**Gauge ENGINEERS** DAILY CONSTRUCTION REPORT

50 Day s Used Of 470 AND REMAINING 420 REPORT #: 20250224 CONTRACT #: 1383 WBS No. N-T17000-0021-3

Monday, February 24, 2025 TYPE OF WORK: DETENTION BASIN

PROJECT NAME: BRAR BRANCH (W140-01-00) STORM WATER DETENTION BASIN EXPANSION AND STORM SEWER IMPROVEMENTS

CONTRACTOR: Rycor Construction Resources, Inc. N/Not Complete N/A/No Activities R/D/Part of Item Above

Weather Conditions: Sunny Temperature: 48 FAM 48 FPM Humidity: 100% Dew Point: 48 FAM 48 FPM

Site Conditions: Dry TWS: 50 FPM

B.S.T.A.	E.S.T.A.	SHEET	ITEM #	DESCRIPTION OF ACTIVITIES   COMMENTS	UNIT	QTY
6-10	6-45	113	99	Subsurface Barrier Wall (Furnish and Install)	Sq Ft	13117

4. Measurement for the slurry wall shall be based on the area in square feet of the completed slurry wall measured in a vertical plane through the centerline of the slurry trench from the top of work platform to the bottom of the excavated trench. Measurements shall be based on surveys and soundings taken at the site as directed and approved by the Engineer. Portions of the slurry wall excavated to depths greater than the line shown on the drawings or as otherwise directed by the Engineer shall not be measured for payment. Additional thickness of slurry wall for excavation and placement of soil bentonite slurry around the existing box culvert is incidental to this provision.

Geotest Engineering, Inc. A. Time D. Time

LABOR FORCE/SUBCONTRACTORS	QTY	HR	EQUIPMENT	QTY	USE	STORY
Superintendent	1	8	Loader	1	10	
Pipe Foreman	1	10	Small Excavator	1	10	
Utility Laborer	1	10	Blade 1/2 Dozer	1	10	
Operators	1	10	Pickup Trucks	1	10	
Superintendent	1	10	Power Shroom	1	10	
Pipe Foreman	1	10	Subsurface Barrier Wall Installing Equipment	1	10	
UTILITY Laborer	3	10				
Operators	2	10				

Submitted: Roberto C. Chapa Acknowledged: H. Garcia

Inspector (sign name, print below): Roberto C. Chapa Reviewer/Project Manager (sign name, print below): H. Garcia Contractor (sign name, print below): H. Garcia

**Gauge ENGINEERS** DAILY CONSTRUCTION REPORT

51 Day s Used Of 470 AND REMAINING 419 REPORT #: 20250225 CONTRACT #: 1383 WBS No. N-T17000-0021-3

Tuesday, February 25, 2025 TYPE OF WORK: DETENTION BASIN

PROJECT NAME: BRAR BRANCH (W140-01-00) STORM WATER DETENTION BASIN EXPANSION AND STORM SEWER IMPROVEMENTS

CONTRACTOR: Rycor Construction Resources, Inc. N/Not Complete N/A/No Activities R/D/Part of Item Above

Weather Conditions: Mostly Cloudy Temperature: 50 FAM 50 FPM Humidity: 100% Dew Point: 50 FAM 50 FPM

Site Conditions: Mudgy TWS: 51 FPM

B.S.T.A.	E.S.T.A.	SHEET	ITEM #	DESCRIPTION OF ACTIVITIES   COMMENTS	UNIT	QTY
6-10	6-45	113	99	Subsurface Barrier Wall (Furnish and Install)	Sq Ft	13117

4. Measurement for the slurry wall shall be based on the area in square feet of the completed slurry wall measured in a vertical plane through the centerline of the slurry trench from the top of work platform to the bottom of the excavated trench. Measurements shall be based on surveys and soundings taken at the site as directed and approved by the Engineer. Portions of the slurry wall excavated to depths greater than the line shown on the drawings or as otherwise directed by the Engineer shall not be measured for payment. Additional thickness of slurry wall for excavation and placement of soil bentonite slurry around the existing box culvert is incidental to this provision.

Geotest Engineering, Inc. A. Time D. Time

LABOR FORCE/SUBCONTRACTORS	QTY	HR	EQUIPMENT	QTY	USE	STORY
Superintendent	1	8	Loader	1	10	
Pipe Foreman	1	10	Small Excavator	1	10	
Utility Laborer	1	10	Blade 1/2 Dozer	1	10	
Operators	1	10	Pickup Trucks	1	10	
Superintendent	1	10	Power Shroom	1	10	
Pipe Foreman	1	10	Subsurface Barrier Wall Installing Equipment	1	10	
UTILITY Laborer	3	10				
Operators	2	10				

Submitted: Roberto C. Chapa Acknowledged: H. Garcia

Inspector (sign name, print below): Roberto C. Chapa Reviewer/Project Manager (sign name, print below): H. Garcia Contractor (sign name, print below): H. Garcia

**Gauge ENGINEERS** DAILY CONSTRUCTION REPORT

52 Day s Used Of 470 AND REMAINING 418 REPORT #: 20250226 CONTRACT #: 1383 WBS No. N-T17000-0021-3

Wednesday, February 26, 2025 TYPE OF WORK: DETENTION BASIN

PROJECT NAME: BRAR BRANCH (W140-01-00) STORM WATER DETENTION BASIN EXPANSION AND STORM SEWER IMPROVEMENTS

CONTRACTOR: Rycor Construction Resources, Inc. N/Not Complete N/A/No Activities R/D/Part of Item Above

Weather Conditions: Partly Sunny Temperature: 52 FAM 52 FPM Humidity: 100% Dew Point: 52 FAM 52 FPM

Site Conditions: Mudgy TWS: 52 FPM

B.S.T.A.	E.S.T.A.	SHEET	ITEM #	DESCRIPTION OF ACTIVITIES   COMMENTS	UNIT	QTY
6-45	6-14	113	99	Subsurface Barrier Wall (Furnish and Install)	Sq Ft	13117

4. Measurement for the slurry wall shall be based on the area in square feet of the completed slurry wall measured in a vertical plane through the centerline of the slurry trench from the top of work platform to the bottom of the excavated trench. Measurements shall be based on surveys and soundings taken at the site as directed and approved by the Engineer. Portions of the slurry wall excavated to depths greater than the line shown on the drawings or as otherwise directed by the Engineer shall not be measured for payment. Additional thickness of slurry wall for excavation and placement of soil bentonite slurry around the existing box culvert is incidental to this provision.

Geotest Engineering, Inc. A. Time D. Time

LABOR FORCE/SUBCONTRACTORS	QTY	HR	EQUIPMENT	QTY	USE	STORY
Superintendent	1	10	Loader	1	10	
Pipe Foreman	1	10	Small Excavator	1	10	
Utility Laborer	1	10	Blade 1/2 Dozer	1	10	
Operators	1	10	Pickup Trucks	1	10	
Superintendent	1	10	Power Shroom	1	10	
Pipe Foreman	1	10	Subsurface Barrier Wall Installing Equipment	1	10	
UTILITY Laborer	3	10				
Operators	2	10				

Submitted: Roberto C. Chapa Acknowledged: H. Garcia

Inspector (sign name, print below): Roberto C. Chapa Reviewer/Project Manager (sign name, print below): H. Garcia Contractor (sign name, print below): H. Garcia

**Gauge ENGINEERS** DAILY CONSTRUCTION REPORT

53 Day s Used Of 470 AND REMAINING 417 REPORT #: 20250227 CONTRACT #: 1383 WBS No. N-T17000-0021-3

Thursday, February 27, 2025 TYPE OF WORK: DETENTION BASIN

PROJECT NAME: BRAR BRANCH (W140-01-00) STORM WATER DETENTION BASIN EXPANSION AND STORM SEWER IMPROVEMENTS

CONTRACTOR: Rycor Construction Resources, Inc. N/Not Complete N/A/No Activities R/D/Part of Item Above

Weather Conditions: Sunny Temperature: 52 FAM 52 FPM Humidity: 100% Dew Point: 52 FAM 52 FPM

Site Conditions: Mudgy TWS: 53 FPM

B.S.T.A.	E.S.T.A.	SHEET	ITEM #	DESCRIPTION OF ACTIVITIES   COMMENTS	UNIT	QTY
6-14	11-00	113	99	Subsurface Barrier Wall (Furnish and Install)	Sq Ft	13117

4. Measurement for the slurry wall shall be based on the area in square feet of the completed slurry wall measured in a vertical plane through the centerline of the slurry trench from the top of work platform to the bottom of the excavated trench. Measurements shall be based on surveys and soundings taken at the site as directed and approved by the Engineer. Portions of the slurry wall excavated to depths greater than the line shown on the drawings or as otherwise directed by the Engineer shall not be measured for payment. Additional thickness of slurry wall for excavation and placement of soil bentonite slurry around the existing box culvert is incidental to this provision.

Geotest Engineering, Inc. A. Time D. Time

LABOR FORCE/SUBCONTRACTORS	QTY	HR	EQUIPMENT	QTY	USE	STORY
Superintendent	1	10	Loader	1	10	
Pipe Foreman	1	10	Small Excavator	1	10	
Utility Laborer	1	10	Blade 1/2 Dozer	1	10	
Operators	1	10	Pickup Trucks	1	10	
Superintendent	1	10	Power Shroom	1	10	
Pipe Foreman	1	10	Subsurface Barrier Wall Installing Equipment	1	10	
UTILITY Laborer	3	10				
Operators	2	10				

Submitted: Roberto C. Chapa Acknowledged: H. Garcia

Inspector (sign name, print below): Roberto C. Chapa Reviewer/Project Manager (sign name, print below): H. Garcia Contractor (sign name, print below): H. Garcia



## **Memorial City Redevelopment Authority Status Update**

As of March 18, 2025

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

- Project construction administration and grant management continues. The recent information about federal funding freezes has not impacted this project.
- The first draw of \$3,458 accompanying pay application #1 is being processed by EPA currently.
- The second draw of \$2,394,000 will be processed in April 2025.

### **Memorial Drive Phase II (H-GAC Funding Pursuit with City of Bunker Hill Village)**

- TGC coordinated with the City of Bunker Hill Village, community stakeholders, and Memorial City Redevelopment Authority board members to speak in support of the project at the February 2025 Transportation Policy Council meeting. Ultimately the TPC moved to fund the recommended project listing which did not include Memorial Drive Phase II. TPC and staff indicated that other 'ready' projects may be considered for additional funding in the future, in advance of the next Call for Projects.

### **Memorial Drive Phase II (FY25 Earmark Submission)**

- A full year continuing appropriations and extensions act was passed in March 2025. This continuing resolution did not include any FY25 projects. Congressional offices are encouraging resubmission of unfunded FY25 projects through the FY26 process.

### **Memorial Drive Phase II (FY26 Earmark Submission)**

- Continued outreach to congressional offices regarding timeline and process associated with FY26 funding requests. The committee deadline for submissions from members is April 11, 2025. TGC is developing and will submit a funding application for the RDA portion of the project (Tallowood to Tealwood) with an approximate maximum request of \$10M. Though the TIRZ portion of the project is estimated to be approximately \$21M, an award in that amount is unlikely to occur.

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

- Finalized development of RFQ for professional services consultant. Shared draft with TIRZ and City of Bunker Hill staff for review. Received comments and approval by both entities. Pending HUD approval to issue RFQ.
- Began grant execution process.

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

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**AGENDA MEMORANDUM**

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

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9. Convene in Executive Session pursuant to Section 551.072, Texas Government Code, to deliberate the purchase, exchange, lease or value of real property; pursuant to Section 551.087, Texas Government Code, to discuss deliberate regarding economic development negotiations; 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; economic development negotiations; and consultation with attorney.
  - a. Approve engagement for ESA Phase 1 services.



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**AGENDA MEMORANDUM**

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

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11. Series 2025 Contract Tax Revenue Bonds:

- a. Consider matters regarding entering into a contract for disclosure counsel legal services and adopt Resolution Regarding Approval of Legal Services Contract.
- b. Consider agreement with Hawes Hill & Associates LLP for bond management services.

## RESOLUTION REGARDING APPROVAL OF LEGAL SERVICES CONTRACT

WHEREAS, Memorial City Redevelopment Authority (the "Authority") is a local government corporation created pursuant to Chapter 431, Subchapter C, Texas Transportation Code; and

WHEREAS, the Authority is authorized to engage contractors to provide professional and consulting services for the Authority; and

WHEREAS, the Board of Directors of the Authority (the "Board") desires to engage the law firm of Norton Rose Fulbright US LLP ("NRF") to provide disclosure counsel legal services to the Authority; and

WHEREAS, Section 2254.1036, Government Code, imposes certain requirements for the approval of such engagement, including the provision of a written notice of the meeting at which such engagement is to be considered; and

WHEREAS, the notice attached hereto (the "Notice") was posted at the same location and in the same manner as other public notices; and

WHEREAS, the Notice was posted beginning on March 19, 2025, which is at least 72 hours in advance of the Board meeting; and

WHEREAS, the Board has convened on this date at a meeting open to the public and wishes to consider a contract with NRF for legal services; Now, Therefore,

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

Section 1. The Notice attached hereto is hereby approved. The findings and determinations provided in the Notice are hereby adopted by the Board as the Board's findings and determinations.

Section 2. The Board hereby finds and determines that the contents of the Notice and the timing and manner of the provision of the Notice are in full compliance with Subchapter C, Chapter 2254, Government Code.

Section 3. The Board hereby finds and determines that NRF is a well-qualified law firm on the basis of demonstrated competence, qualifications, and experience.

Section 4. The Board hereby finds and determines that: (i) there is a substantial need for the disclosure counsel legal services included in the proposed NRF contract; (ii)

the Authority does not have any attorneys or other supporting personnel to perform disclosure counsel legal services; and (iii) the disclosure counsel legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matters for which the services will be obtained and because the Authority does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

Section 5. The Board hereby approves the engagement of NRF.

Section 6. The Board hereby finds and determines that all requirements of Subchapter C, Chapter 2254, Government Code, related to the Authority's engagement of NRF for the matters described herein have been satisfied.

PASSED AND APPROVED on March 25, 2025.

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Chair, Board of Directors

ATTEST:

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Secretary, Board of Directors

MEMORIAL CITY REDEVELOPMENT AUTHORITY  
PUBLIC NOTICE

Take notice that the Board of Directors of Memorial City Redevelopment Authority will meet in open session at Hawes Hill & Associates LLP, 9600 Long Point Road, Suite 250, Houston, Texas 77055, at 8:00 a.m., on March 25, 2025, at which time the Board will consider engaging Norton Rose Fulbright US LLP as disclosure counsel in connection with the issuance of its contract revenue bonds.

Pursuant to Section 2254.1036, Texas Government Code, the following written notice is given to the public:

1. The reason for pursuing issuance of bonds (the matter that is the subject of the legal services for which the attorney or law firm would be retained) is to implement the Authority's project plan which is designed to facilitate development by real estate acquisitions and construction of infrastructure within the boundaries City of Houston, Texas Tax Reinvestment Zone No. Seventeen. The desired outcome of the matter is to issue bonds in accordance with federal securities law.
2. Norton Rose Fulbright is nationally recognized in the field of municipal law and among the largest municipal law firms in the nation. They have advised thousands of clients on federal securities matters. Norton Rose Fulbright has experience as disclosure counsel for numerous other local development authorities.
3. Norton Rose Fulbright has previously served as disclosure counsel to the Authority in connection with the Series 2019 bonds.
4. The Authority does not have attorneys and/or supporting personnel who can perform this legal work.
5. The Authority cannot reasonably engage attorneys for these services under an hourly fee contract without contingency because then the Authority would have to pay such attorneys their fee from its unrestricted general funds, and such amounts are needed for other uses.
6. A contingent fee contract for these legal services is in the best interest of the residents of the Authority because it is a fixed fee and only due when bonds are issued.

I hereby certify that the above public notice of Memorial City Redevelopment Authority was posted in accordance with the Texas Open Meetings Act (Chapter 551 of the Texas Government Code), on the following date: March 19, 2025.



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MEMORIAL CITY REDEVELOPMENT AUTHORITY  
PUBLIC NOTICE

Take notice that the Board of Directors of Memorial City Redevelopment Authority will meet in open session at Hawes Hill & Associates LLP, 9600 Long Point Road, Suite 250, Houston, Texas 77055, at 8:00 a.m., on March 25, 2025, at which time the Board will consider engaging Norton Rose Fulbright US LLP as disclosure counsel in connection with the issuance of its contract revenue bonds.

Pursuant to Section 2254.1036, Texas Government Code, the following written notice is given to the public:

1. The reason for pursuing issuance of bonds (the matter that is the subject of the legal services for which the attorney or law firm would be retained) is to implement the Authority's project plan which is designed to facilitate development by real estate acquisitions and construction of infrastructure within the boundaries City of Houston, Texas Tax Reinvestment Zone No. Seventeen. The desired outcome of the matter is to issue bonds in accordance with federal securities law.
2. Norton Rose Fulbright is nationally recognized in the field of municipal law and among the largest municipal law firms in the nation. They have advised thousands of clients on federal securities matters. Norton Rose Fulbright has experience as disclosure counsel for numerous other local development authorities.
3. Norton Rose Fulbright has previously served as disclosure counsel to the Authority in connection with the Series 2019 bonds.
4. The Authority does not have attorneys and/or supporting personnel who can perform this legal work.
5. The Authority cannot reasonably engage attorneys for these services under an hourly fee contract without contingency because then the Authority would have to pay such attorneys their fee from its unrestricted general funds, and such amounts are needed for other uses.
6. A contingent fee contract for these legal services is in the best interest of the residents of the Authority because it is a fixed fee and only due when bonds are issued.

I hereby certify that the above public notice of Memorial City Redevelopment Authority was posted in accordance with the Texas Open Meetings Act (Chapter 551 of the Texas Government Code), on the following date: 3/20/2025

Brandon Walwyn



March 25, 2025

Norton Rose Fulbright US LLP  
1550 Lamar Street, Suite 2000  
Houston, Texas 77010-4106  
United States

Board of Directors  
Memorial City Redevelopment Authority  
c/o Hawes Hill & Associates LLP  
P. O. Box 22167  
Houston, TX 77227-2167

Direct line +1 713 651 3612  
Kathleen.ellison@nortonrosefulbright.com

Tel +1 713 651 5151  
Fax +1 713 651 5246  
nortonrosefulbright.com

Re: Engagement as Disclosure Counsel

Dear Directors:

This letter confirms that Norton Rose Fulbright US LLP will represent Memorial City Redevelopment Authority (the “Authority”) as disclosure counsel in connection with the issuance and delivery of its Tax Increment Contract Revenue Bonds (the “Matter”), with the first issuance of bonds under this engagement letter expected to be the Tax Increment Contract Revenue Bonds, Series 2025 (the “Series 2025 Bonds”).

### **Terms of Engagement**

This letter sets out the terms of our engagement as disclosure counsel with respect to the Matter (the “Representation”). Certain of those terms are included in the body of this letter, and additional terms are contained in the attached document, entitled *Additional Terms of Engagement*. That document is expressly incorporated into this letter, and it should be read carefully. The execution and return of the enclosed copy of this letter constitutes an unqualified agreement to all the terms set forth in this letter and in the attached *Additional Terms of Engagement*.

As Disclosure Counsel, we will (1) compile the Official Statement for each series of the Tax Increment Contract Revenue Bonds (the “Bonds”) from materials provided to us by the Authority and its representatives; (2) advise you as to whether such materials address the types of information typically disclosed in offering materials for bonds of the same type, review such materials for internal consistency and consistency with information known to or learned by our lawyers who devote substantive attention to the Matter, and make such investigations and inquiries as you request; (3) draft a letter of representation to the auditor; and (4) subject to completion of proceedings to our satisfaction, render an opinion to you to the effect that the Bonds are exempt from registration under the Securities Act of 1933 and the document providing security for the Bonds is exempt from qualification under the Trust Indenture Act of 1939, as well as our advice that nothing has come to our attention that would lead us to believe that such offering materials contain a material misstatement or omission. Inquiries to support representations about the financial condition, results of operation and prospects of any persons described in the offering materials for the Bonds will be made only to the extent we have discussed such inquiries with you, and only to the extent we have agreed on such inquiries following such discussions.

Norton Rose Fulbright US LLP is a limited liability partnership registered under the laws of Texas.

Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP and Norton Rose Fulbright South Africa Inc are separate legal entities and all of them are members of Norton Rose Fulbright Verein, a Swiss verein. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients. Details of each entity, with certain regulatory information, are available at [nortonrosefulbright.com](http://nortonrosefulbright.com).

We do not undertake to advise the Authority as to compliance with Blue Sky laws in connection with the offering and sale of the Bonds, which will be the responsibility of the purchasers of the Bonds.

It is understood and agreed that our engagement is limited to the Representation. Our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter.

### **Our Personnel Who Will Be Working on the Matter**

Our team working on the Matter will consist of Reginald Wilson, Charles Graham and me. You may call, write, or e-mail us whenever you have any questions about the Representation. Other firm personnel, including firm lawyers and legal assistants, will participate in the Representation if, in our judgment, their participation is necessary or appropriate.

### **Our Legal Fees and Other Charges**

We will charge a fee for our disclosure work with respect to each series of Bonds. The fee for the Series 2025 Bonds will be \$85,000. The fee to be charged for additional series of Bonds will be determined in good faith by the parties as soon as possible after the commencement of each transaction but in no event after the pricing of the Bonds. The fee will be based on the size, complexity and duration of the transaction and the Board will consider recommendations and input from the Financial Advisor, General Counsel and Bond Counsel. The fee for each series of Bonds will be contingent upon issuance of the Bonds and due within 30 days of closing.

If our services are terminated following our commencement of work in preparation for a Bond issue but prior to the issuance of the Bonds, you will pay us for the work we performed to the date of termination at our customary hourly rates at the time the Bonds are issued.

### **Conflicts of Interest**

Before accepting the Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing the Authority in the Matter. Based on the information available to us, we are not aware of any potential disqualification. We reviewed that issue in accordance with the rules of professional responsibility adopted in Texas. We believe that those rules, rather than the rules of any other jurisdiction, are applicable to the Representation; and the execution and return of the enclosed copy of this letter by you represents an express agreement to the applicability of those rules.

### **Conclusion**

This letter and the attached *Additional Terms of Engagement* constitute the entire terms of the engagement of Norton Rose Fulbright US LLP in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed both by the Authority and Norton Rose

Board of Directors  
Memorial City Redevelopment Authority  
March 25, 2025  
Page 3

Fulbright US LLP. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either the Authority or Norton Rose Fulbright US LLP.

Please carefully review this letter and the attached *Additional Terms of Engagement*. If both documents are acceptable, please sign and return the enclosed copy of this letter.

Very truly yours,

Kathleen Ellison

MEMORIAL CITY REDEVELOPMENT AUTHORITY  
agrees to and accepts this Letter and the  
Additional Terms of Engagement:

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## **NORTON ROSE FULBRIGHT US LLP**

### ***Additional Terms of Engagement***

This is a supplement to our engagement letter, dated March 25, 2025. The purpose of this document is to set out additional terms of our agreement to provide the representation described in our engagement letter (the "Representation") concerning the issuance and delivery of the Authority's Tax Increment Contract Revenue Bonds in one or more series (the "Matter"). Because these additional terms of engagement are a part of our agreement to provide legal services, you should review them carefully and should promptly communicate to us any questions concerning this document. We suggest that you retain this statement of additional terms along with our engagement letter and any related documents.

### ***The Scope of the Representation***

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged. It is important for our clients to have a clear understanding of the legal services that we have agreed to provide. Thus, if there are any questions about the scope of the Representation that we are to provide in the Matter, please raise those questions promptly, so that we may resolve them at the outset of the Representation.

Any expressions on our part concerning the outcome of the Representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed.

Upon accepting this engagement on your behalf, Norton Rose Fulbright US LLP agrees to do the following: (1) provide legal counsel in accordance with these terms of engagement and the related engagement letter and in reliance upon information and guidance provided by you; and (2) keep you reasonably informed about the status and progress of the Representation.

To enable us to provide effective representation, you agree to do the following: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request, (2) keep us apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with us.

Our firm has been engaged to provide legal services in connection with the issuance of the Bonds, as specifically defined in our engagement letter. After completion of each series of Bonds, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities. Unless we are actually engaged to provide additional advice on such issues, the firm has no continuing obligation to give advice with respect to any future legal developments that may pertain to a series of Bonds after the issuance of such series of Bonds.

It is our policy and your agreement that the person or entity that we represent is the one identified in our engagement letter, and that our attorney-client relationship does not include any related persons or entities. For example, if a corporation, partnership, or other organization is identified as our client in our engagement letter referenced above, we do not represent any related parent companies, subsidiaries, affiliates, employees, officers, directors, shareholders, partners, members, commonly owned corporations or partnerships, or other such persons, entities, or affiliates, whether becoming such by virtue of merger, dissolution, acquisition, or any

other means. Accordingly, it is understood that we may represent another client with interests adverse to any such affiliated or related person or entity without first obtaining consent from you.

It is further agreed that the attorney-client relationship terminates upon our completion of the services for which we have been retained in the Representation.

### ***Who Will Provide the Legal Services***

As our engagement letter confirms, Norton Rose Fulbright US LLP will represent you in the Matter. Norton Rose Fulbright US LLP is a registered limited liability partnership under Chapter 152 of the Texas Business Organizations Code.

Although our firm will be providing legal services, each client of the firm customarily has a relationship principally with one attorney, or perhaps a few attorneys. At the same time, however, the work required in the Representation, or parts of it, may be performed by other firm personnel, including lawyers and paralegals. Such delegation may be for the purpose of involving other firm personnel with experience in a given area or for the purpose of providing services on an efficient and timely basis.

### ***Our Relationships With Others***

Our law firm represents many companies and individuals. In some instances, the applicable rules of professional conduct may limit our ability to represent clients with conflicting or potentially conflicting interests. Those rules of conduct often allow us to exercise our independent judgment in determining whether our relationship with one client prevents us from representing another. In other situations, we may be permitted to represent a client only if the other clients consent to that representation.

Rules concerning conflicts of interest vary with the jurisdiction. In order to avoid any uncertainty, it is our policy that the governing rules will be those applicable to the particular office of our firm that prepares the engagement letter for a particular matter. The acceptance by you of our engagement letter constitutes an express agreement with that policy, unless the engagement letter specifically states that some other rules of professional responsibility will govern our attorney-client relationship.

You agree that we may represent current or future clients (including any parties adverse to you in this matter) in any matters that are not substantially related to this matter, even if the interests of such clients in the other matters are directly adverse to you. We agree however that your consent does not permit us to represent another client in a matter if we have obtained non-public proprietary or other confidential information from you that could be used by the other client to your material disadvantage in that matter.

In addition to our representation of other companies and individuals, we also regularly represent lawyers and law firms. As a result, opposing counsel in the Matter may be a lawyer or law firm that we may represent now or in the future. Likewise, opposing counsel in the Matter may represent our firm now or in the future. Further, we have professional and personal relationships with many other attorneys, often because of our participation in bar associations and other professional organizations. It is our professional judgment that such relationships with other attorneys do not adversely affect our ability to represent any client. The acceptance of these terms of engagement represents an unqualified consent to any such relationships

between our firm and other lawyers or law firms, even counsel who is representing a party that is adverse to you in the Matter that is the subject of this engagement or in some other matter.

### ***Communications and Confidentiality***

We have available Internet communication procedures that allow our attorneys to use e-mail for client communications in many instances. Accordingly, unless you specifically direct us otherwise, we may use unencrypted e-mail sent on the Internet to communicate with you and to send documents we have prepared or reviewed.

We recognize our obligation to preserve the confidentiality of attorney-client communications as well as client confidences, as required by the governing rules of professional responsibility. If the Matter involves transactions, litigation or administrative proceedings or like proceedings in which our firm appears as counsel of record for you in publicly available records, we reserve the right to inform others of the fact of our representation of you in the Matter and (if likewise reflected of record in publicly available records) the results obtained, unless you specifically direct otherwise.

Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP and Norton Rose Fulbright South Africa (incorporated as Deneys Reitz Inc.), each of which is a separate legal entity, are member firms in Norton Rose Fulbright Verein, a Swiss verein organization that does not itself provide legal services to anyone. Norton Rose Fulbright US LLP and the other member firms in the verein share non-privileged information about our respective clients for research, practice management, training and administrative purposes as a means of enhancing the quality and breadth of the services we are able to provide our clients; and, unless you direct us otherwise, we will share non-privileged information about you with those other member firms. Confidentiality agreements among the firms are in place to ensure maintenance of confidentiality with respect to such shared information.

### ***Disclaimer***

Norton Rose Fulbright US LLP has made no promises or guarantees to you about the outcome of the Representation or the Matter, and nothing in these terms of engagement shall be construed as such a promise or guarantee.

### ***Termination***

At any time, you may, with or without cause, terminate the Representation by notifying us of your intention to do so.

We are subject to the codes or rules of professional responsibility for the jurisdictions in which we practice. There are several types of conduct or circumstances that could result in our withdrawing from representing a client, including, for example, the following: non-payment of fees or charges; misrepresentation or failure to disclose material facts; fraudulent or criminal conduct; action contrary to our advice; and conflict of interest with another client. The right of Norton Rose Fulbright US LLP to withdraw in such circumstances is in addition to any rights created by statute or recognized by the governing rules of professional conduct. Further, a failure by you to meet any obligations under these terms of engagement shall entitle us to terminate the Representation. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal.

Termination of the Representation will not affect your obligation to pay for legal services rendered and expenses and charges incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the Matter. Further, in the event of termination of the Representation, you will take all steps necessary to release Norton Rose Fulbright US LLP of any further obligations in the Representation or the Matter, including without limitation the execution of any documents necessary to effectuate our withdrawal from the Representation or the Matter.

### ***Billing Arrangements and Terms of Payment***

Our engagement letter specifically explains our fees for services in the Matter. We will give notice if an account becomes delinquent, and it is further agreed that any delinquent account must be paid upon the giving of such notice. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the Representation and pursue collection of our account.

### ***Document Retention***

At the close of the Matter and assuming the client has been previously provided a copy of such files, if desired, we will send our files in the Matter to a storage facility for storage at our expense. The attorney closing the file determines how long we will maintain the files in storage. After that time, we will destroy the documents in the stored files.

At the conclusion of the Representation, we return to the client any of the client's documents that are specifically requested to be returned. As to any documents so returned, we may elect to keep a copy of the documents in our stored files. During and at the conclusion of the Representation, we will provide copies of any documents we have created on behalf of the client.

### ***Charges for Other Expenses and Services***

Typically, our invoices will include amounts, not only for legal services rendered, but also for other expenses and services. Examples include charges for photocopying, travel and conference expenses, messenger deliveries, telephone conferences, and computerized research. In addition, we reserve the right to send to you for direct payment any invoices delivered to us by others, including experts and any vendors.

In situations where we can readily determine the exact amount of expenses for products and services provided by third parties to be charged to your account, our invoices will reflect the cost to us of the products and services. In many situations, however, the precise total cost of providing a product or service is difficult to establish, in which case we will use our professional judgment on the charges to be made for such product or service, which charges may vary from or exceed our direct cost of such product or service.

### ***Standards of Professionalism and Attorney Complaint Information***

Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we are to advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is attached. In addition, we are to advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled *Attorney Complaint Information* is available at all of our Texas offices and is likewise available upon request. A client that has any questions about State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 toll free.

### **Verifications**

We hereby verify that Norton Rose Fulbright US LLP and its affiliates presently do not, and through the term of the contemplated engagement, will not, (a) boycott Israel, (b) boycott energy companies, (c) have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, or (d) unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran (or any federal sanctions regime relating to a foreign terrorist organization), appear on a list of scrutinized companies prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing verification is made solely to enable the Issuer to comply with Sections 2252.152, 2271.002, 2274.002 and 2276.002 of the Texas Government Code. Terms used in the foregoing verifications that are defined in the referenced sections of the Texas Government Code shall have the meanings ascribed to such terms in such sections.

## THE TEXAS LAWYER'S CREED — A MANDATE FOR PROFESSIONALISM

The Texas Supreme Court and the Texas Court of Criminal Appeals adopted this Creed, with the requirement that lawyers advise their clients of its contents when undertaking representation.

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that Professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason than it is right.

**I. OUR LEGAL SYSTEM.** A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism. I am passionately proud of my profession. Therefore, "My word is my bond." I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life. I commit myself to an adequate and effective pro bono program. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed. I will always be conscious of my duty to the judicial system.

**II. LAWYER TO CLIENT.** A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest. I will advise my client of the contents of this Creed when undertaking representation. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice. I will advise my client that civility and courtesy are expected and are not a sign of weakness. I will advise my client of proper and expected behavior. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party. I will advise my client that we will not pursue tactics which are intended primarily for delay. I will advise my client that we will not pursue any course of action which is without merit. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

**III. LAWYER TO LAWYER.** A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct. I will be courteous, civil, and prompt in oral and written communications. I will not quarrel over matters of form or style, but I will concentrate on matters of substance. I will identify for other counsel or parties all changes I have made in documents submitted for review. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable,

when hearings, depositions, meetings, conferences or closings are canceled. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith effort has been made to schedule it by agreement. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party. I will refrain from excessive and abusive discovery. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

**IV. LAWYER AND JUDGE.** Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol. I will conduct myself in court in a professional manner and demonstrate my respect for the Court and the law. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility. I will be punctual. I will not engage in any conduct which offends the dignity and decorum of proceedings. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage. I will respect the rulings of the Court. I will give the issues in controversy deliberate, impartial and studied analysis and consideration. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

**AGREEMENT BY AND BETWEEN  
MEMORIAL CITY REDEVELOPMENT AUTHORITY AND HAWES HILL & ASSOCIATES LLP**

This agreement is made by and between Memorial City Redevelopment Authority (the "Client") and HAWES HILL & ASSOCIATES LLP (the "Consultant").

WITNESSETH:

WHEREAS, the Client desires that the Consultant provide certain professional services related to bond issuance for Tax Increment Reinvestment Zone No. 17, City of Houston, Texas ("Zone");

WHEREAS, the Consultant has the employees, office operations, and knowledge to provide the professional services required by the Client;

NOW THEREFORE, Client and Consultant, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do agree as follows:

I.  
Services

The Consultant hereby agrees to provide, furnish, or perform certain professional services with respect to the Series 2025 bond issuance for Tax Increment Reinvestment Zone No. 17, City of Houston, Texas, including the services described below. Such services herein collectively are referred to as the "Services."

Services to be performed may include but are not limited to the following:

- Provide management oversight over the bond process.
- Provide communication and technical support with regard to the production of bond documents including the preliminary official statement.
- Interface with zone consultants including the financial advisor, tax consultant, bookkeeper, underwriters, bond counsel and disclosure counsel with regard to the sale of contract revenue bonds.
- Produce economic, geographical and other informational data as needed to support the issuance of the bonds.
- Manage post issuance documentation.

II.  
Performance of Services

Consultant shall have the right to determine the method, details, and means of performing the Services. The Client, however, shall be entitled to ensure satisfactory performance, including the rights to inspect, to stop work, to make suggestions or recommendations as to the details of the work, and to propose modifications to the Services. Consultant will provide all required resources and personnel to complete the Services and use its best efforts to accommodate work schedule requests in a timely manner.

III.  
Compensation and Reimbursement to Consultant

For and in consideration of the professional services rendered by the Consultant the Client agrees to pay the Consultant a fixed fee of **TWENTY THOUSAND DOLLARS (\$20,000.00)** due and payable upon bond issuance.

IV.  
Right of Ownership

All data, information, maps, books, reports, files, photography, artwork, software, equipment, and materials purchased, created or maintained by the Client or purchased, created or maintained by the Consultant on behalf of the Client shall remain the property of the Client. It shall be clearly marked as property of the Client in such manner that it may at any time be removed from the premises of the Consultant.

V.  
Laws to be Observed

In performing its obligations under this Agreement, the Consultant at all times shall observe and comply with all federal and state laws, local laws, ordinances, orders, and regulations of the federal, state, county, or city governments. The federal, state, and local laws, ordinances, and regulations which affect those engaged or employed in the work, or the equipment used in the work, or which in any way affects the conduct of the work, shall be at all times in effect, and no pleas of misunderstanding will be considered on account of ignorance thereof.

VI.  
Successors and Assigns

This Agreement shall bind and benefit the respective parties and their legal successors, and shall not be assignable, in whole or in part, by any party hereto without first obtaining the written consent of the other party. Nothing herein shall be construed as creating any personal liability on the part of any officer or director of the Authority or the Zone.

VII.  
Independent Contractors

The Consultant shall be an independent contractor to the Client, and nothing in this Agreement shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. This Agreement shall not be interpreted or construed as creating or establishing the relationship of employer and employee between the Client and the Consultant, or any of the Consultant's employees or agents.

VIII.  
Conflict of Interest

In keeping with Consultant's duties to the Client, Consultant agrees that it shall not, directly or indirectly, become involved in any conflict of interest, or upon discovery thereof, allow such a conflict to continue. Moreover, Consultant agrees that it shall promptly disclose to the Client any facts which might involve any reasonable possibility of a conflict of interest.

IX.  
Term and Termination

This Agreement shall become effective as of the date executed by the Client and the Consultant as set forth on the signature page hereof. Either party may terminate this Agreement at any time by giving the other party at least thirty (30) days' prior written notice thereof, specifying in such notice the effective date of such termination. In



the event of termination, it is understood and agreed that only the amounts due the Consultant for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

X.

Amendment or Modification

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only upon the written consent of the parties hereto, executed by authorized representatives of both parties to this Agreement.

XI.

Miscellaneous

1. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas, including all matters of construction, validity, performance and enforcement.
2. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Client and the Consultant, their respective successors and assigns; provided however, that neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
3. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties thereto.
4. Waiver. A waiver by either party of a breach of any of the terms or provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

XII.

Counterparts

This Agreement may be executed in any number of counterparts including electronic signature, each of which for all purposes shall be deemed to be an original, and all of which are identical. The parties hereto consent and agree that this Agreement may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology) and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. Each party to this Agreement hereby waives any defenses to the enforcement of the terms of this Agreement based on the form of the signature, and hereby agree that such electronically transmitted or signed signatures shall be conclusive proof, admissible in judicial proceedings, of each party's execution of this Agreement

*[Execution Page Follows]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement, to be effective as of the day and year first written below.

The venue for all disputes and related purposes shall be in Harris County, Texas.

**AGREED AND ACCEPTED THIS 25TH DAY OF MARCH, 2025.**

ON BEHALF OF  
HAWES HILL & ASSOCIATES LLP



\_\_\_\_\_  
David W. Hawes  
Hawes Hill & Associates LLP  
PO Box 22167  
Houston, TX 77227-2167  
[dhawes@haweshill.com](mailto:dhawes@haweshill.com)  
713-595-1200

ON BEHALF OF MEMORIAL CITY REDEVELOPMENT AUTHORITY

BY: \_\_\_\_\_  
Ann T. Givens, Chair  
Board Approved: 3-25-2025

And on Behalf of the City of Houston:

By: \_\_\_\_\_  
Chief Economic Development Officer  
City of Houston, Mayor's Office  
Dated: \_\_\_\_\_