# MEMORIAL CITY REDEVELOPMENT AUTHORITY, TIRZ NO. 17,

## City of Houston

TIRZ 17
REDEVELOPMENT
AUTHORITY

Agenda and Agenda Materials
Meeting of the Board of Directors

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September 22, 2026

**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, September 22, 2026**, 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 August 25, 2026, meeting.
4. Approve FY2026 Annual Financial Report and Audit.
5. Receive HR Green updates and recommendations.
    a. Sports Complex, Detention Basin A (City of Houston project)
    b. Detention Basin C (Westview - Northwest HPD and HFD Public Safety Complex)
        i. Consider Change Order No. 1, Park on Westview Demolition, from RNDI Companies.
        ii. Consider Pay Application No. 7, Park on Westview Demolition, from RNDI Companies.
    c. Memorial Drive, Phase 2.
    d. W-140 Briar Branch Detention Basin
6. Goodman Corporation Report.
    a. Goodman Corporation Task Order, W-140 Detention, supplemental grant compliance and management services.
    b. Goodman Corporation Task Order ongoing pursuit of funding and application services.
    c. Resolution Supporting Application to US Dept of Transportation for Funding for Memorial Drive Phase 2 project.
7. Website:
    a. Master Services Agreement with Busy Bee Creatives for website services.
    b. Busy Bee Creatives Task Order for development and monthly maintenance of website.
    c. Busy Bee Creatives Task Order for ADA Compliance services for website.
8. Receive Bookkeeper's Report; and approve payment of invoices.
9. Adjourn.

Scott Bean, Zone Administrator

*Persons with disabilities who plan to attend this meeting and would like to request auxiliary aids or services are requested to contact the Authority's Zone Administrator at (713) 595-1200 at least three business days prior to the meeting so that the appropriate arrangements can be made. The Board will conduct an in-person meeting at its physical meeting location. Pursuant to V.T.C.A Government Code, Chapter 551, as amended, the Board of Directors may convene in closed session to receive advice from legal counsel and discuss matters relating to pending or contemplated litigation, personnel matters, gifts and donations, real estate transactions, the deployment, or specific occasions for the implementation of, security personnel or devices and or economic development negotiations.

## AGENDA MEMORANDUM

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

FROM: Executive Director

SUBJECT: Agenda Item Materials

3. Approve Minutes from August 25, 2026, 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**

**August 25, 2026**

**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 LLC, 9600 Long Point Road, Spring Branch District Conference Room, Suite 250, Houston, Texas 77055, open to the public on Tuesday, August 25, 2026, at 8:00 a.m., and the roll was called of the duly appointed members of the Board, to-wit:

Position 1 –Andy Iversen, *Vice-Chair*
Position 2 – Alex Massa, *Asst. Secretary*
Position 3 – Marlen J. Trujillo
Position 4 – Ann T. Givens, *Chair*
Position 5 – Zachary R. Hodges, *Secretary*
Position 6 – Ben Pisklak
Position 7 – Pete DeLongchamps

and all of the above were present, with the exception of Directors Givens, thus constituting a quorum. Also present were Scott Bean, Naina Magon, Linda Clayton, and Don Huml, Hawes Hill & Associates, LLC; Alia Vinson, Allen Boone Humphries Robinson, LLP; and Jennifer Landreville, ETI Bookkeeping Services. Others attending the meeting were Andrew Busker, COH - Economic Development Dept.; Gerardo Barrera, City of Bunker Hill; Muhammad Ali and Derek St. John, HR Green; Jim Webb and Sam Hopper, Goodman Corporation; Bruce Nichols, Andrew Moore; Andrew Halphen; and Alejandro Mejia. Vice-Chair Iversen called the meeting to order at 8:00 a.m.

**RECEIVE PUBLIC COMMENTS**.
Public comments were received from Bruce Nichols and Andrew Moore.

**APPROVE MINUTES FROM JULY 28, 2026, MEETING.**
Upon a motion made by Director Pisklak, and seconded by Director Hodges, the Board voted unanimously to approve the Minutes of the July 28, 2026, Board meeting, as presented.

**RECEIVE HR GREEN UPDATES AND RECOMMENDATIONS:**
A copy of HR Green's Progress Report is included in the Board materials.

**a. Sports Complex, Detention Basin A (City of Houston project).**
Mr. St. John provided an update on the sports complex detention project. He reported the benefit cost ratio is 1.15. He reported HR Green is working with the City and ISD regarding the easement required for the project. He reported this is a City of Houston project and he will let the City know the public would like another public meeting. Mr. Ali provided an update on the Barryknoll realignment and answered questions. No action from Board was required.

**b. Detention Basin C (Westview – Northwest HPD and HFD Public Safety Complex)**

Mr. St. John provided an update on underground detention for the HPD and HFD Public Safety Complex project. He reported the RFP for CMAR (Construction Manager at Risk) will be advertised for bids on September 4. Mr. Ali provided an update on the demolition and abatement of the apartments. He reported the substantial completion walkthrough has been conducted and three foundations and debris for cleanout. He reported a Change Order will be submitted for consideration for the next meeting for a time extension.

**i. Consider Pay Application No. 6, Park on Westview Demolition, from RNDI Companies.**

Mr. Ali reviewed Pay Application No. 6, Park on Westview Demolition, from RNDI Companies in the amount of $228,249.90. He reported he has reviewed the pay application and concurs with the amount and quantities and is recommending it for approval. Upon a motion made by Director Pisklak, and seconded by Director DeLongchamps, the Board voted unanimously to approve Pay Application No. 6, Park on Westview Demolition, from RNDI Companies in the amount of $228,249.90, as presented.

**c. Memorial Drive, Phase 2.**

Mr. Ali provided an update on Memorial Drive Phase 2 project. No action from Board was required.

**d. W-140 Briar Branch Detention Basin.**

**i. Consider HR Green Supplemental Task Order for construction management and inspection services.**

Mr. Ali reported the contractor re-mobilized yesterday. He reviewed HR Green's Supplemental Task Order for construction management and inspection services for the remaining 3 months of the project in the amount of $49,771. Upon a motion made by Director Hodges, and seconded by Director Pisklak, the Board voted unanimously to approve HR Green Supplemental Task Order for construction management and inspection services in the amount of $49,771, as presented.

**RECEIVE THE GOODMAN CORPORATION REPORT.**

Mr. Webb presented Goodman Corporation's Status Report, included in the Board materials. He reported an extension for the duration of the W-140 project has been requested to the EPA per compliance provisions. He reported unfortunately the EDA has determined the Detention Basin C project will be selected for funding this cycle. He reported this does not prevent the Authority from reapplying for the next cycle of funding. No action from Board was required.

**RECEIVE BOOKKEEPER'S REPORT; AND APRPOVE PAYMENT OF INVOICES.**

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

**ADJOURN.**
There being no further business to come before the Board, Vice-Chair Iversen adjourned the meeting at 8:21 a.m.

____________________________________
Secretary

## AGENDA MEMORANDUM

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

FROM: Executive Director

SUBJECT: Agenda Item Materials

4. Approve FY2026 Annual Financial Report and Audit.

**MEMORIAL CITY REDEVELOPMENT AUTHORITY TIRZ NO. 17**
c/o Hawes Hill & Associates LLP
P.O. Box 22167
Houston, TX 77227-2167
713-595-1200 or FAX 281-888-6314

# MEMORIAL CITY REDEVELOPMENT AUTHORITY
## (AKA TIRZ 17 REDEVELOPMENT AUTHORITY)

**CITY OF HOUSTON, TEXAS**

**ANNUAL FINANCIAL REPORT**

**JUNE 30, 2026**



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

# T A B L E  O F  C O N T E N T S

# *McCall Gibson Swedlund Barfoot Ellis PLLC*

*Certified Public Accountants*

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

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


INDEPENDENT AUDITOR'S REPORT

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

**Opinions**

We have audited the accompanying financial statements of the governmental activities and each major fund of Memorial City Redevelopment Authority (the "Authority"), **a component unit of the City of Houston, Texas**, as of and for the year ended June 30, 2026, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Authority as of June 30, 2026, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Responsibilities of Management for the Financial Statements**

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

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

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

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

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

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

**Required Supplementary Information**

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

Board of Directors
Memorial City Redevelopment Authority

**Supplementary Information**

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's basic financial statements. The supplementary information required by the City of Houston, Texas and other supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The supplementary information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

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

September 22, 2026

# MEMORIAL CITY REDEVELOPMENT AUTHORITY
## MANAGEMENT'S DISCUSSION AND ANALYSIS
## FOR THE YEAR ENDED JUNE 30, 2026

Management's discussion and analysis of Memorial City Redevelopment Authority's, aka TIRZ 17 Redevelopment Authority (the "Authority") financial performance provides an overview of the Authority's financial activities for the fiscal year ended June 30, 2026. Please read it in conjunction with the Authority's financial statements.

**OVERVIEW OF THE FINANCIAL STATEMENTS**

FINANCIAL HIGHLIGHTS

- In the Statement of Net Position, the Authority's assets exceeded its liabilities by $6,351,148 (net position) for the year ended June 30, 2026.

- The Authority anticipates that with continued development in the area, the Tax Increment Revenues will be sufficient to cover operating costs, project costs and debt service of the Authority.

- The Authority's governmental funds reported a total ending fund balance of $51,050,815 this year. This compares to the prior year fund balance of $43,815,123, showing an increase of $7,235,692 during the current fiscal year.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The basic financial statements include: (1) combined fund financial statements and government-wide financial statements and (2) notes to the financial statements. The combined fund financial statements and government-wide financial statements combine both: (1) the Statement of Net Position and Governmental Funds Balance Sheet and (2) the Statement of Activities and Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances. This report also includes other supplementary information in addition to the basic financial statements.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

The Authority's annual report includes two financial statements combining the government-wide financial statements and the fund financial statements. The government-wide portion of these statements provides both long-term and short-term information about the Authority's overall status. Financial reporting at this level uses a perspective similar to that found in the private sector with its basis in full accrual accounting and elimination or reclassification of internal activities.

GOVERNMENT-WIDE FINANCIAL STATEMENTS (continued)

The first of the government-wide statements is the Statement of Net Position. The Statement of Net Position is the Authority-wide statement of its financial position presenting information that includes all of the Authority's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Authority as a whole is improving or deteriorating. Evaluation of the overall financial health of the Authority would extend to other non-financial factors.

The Statement of Activities reports how the Authority's net position changed during the current fiscal year. All current year revenues and expenses are included regardless of when cash is received or paid.

FUND FINANCIAL STATEMENTS

The combined statements also include fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Authority has three governmental funds types. The General Fund is the operating fund of the Authority, the Debt Service Fund is used to account for the payment of interest and principal on the Authority's long-term debt, and the Capital Projects Fund accounts for capital project acquisition and or construction.

Governmental funds are reported in each of the financial statements. The focus in the fund statements provides a distinctive view of the Authority's governmental funds. These statements report short-term fiscal accountability focusing on the use of spendable resources and balances of spendable resources available at the end of the year. They are useful in evaluating annual financing requirements of the Authority and the commitment of spendable resources for the near-term.

Since the government-wide focus includes the long-term view, comparisons between these two perspectives may provide insight into the long-term impact of short-term financing decisions. The adjustments columns, the Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position and the Reconciliation of the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balances to the Statement of Activities explain the differences between the two presentations and assist in understanding the differences between these two perspectives.

NOTES TO THE FINANCIAL STATEMENTS

The accompanying notes to the financial statements provide information essential to a full understanding of the government-wide and fund financial statements.

OTHER INFORMATION

In addition to the financial statements and the accompanying notes, this report also presents certain required supplementary information ("RSI"). A budgetary comparison schedule and notes to budgetary comparison schedule are included as RSI for all governmental funds.

## FINANCIAL SUMMARY AND DETAILED ANALYSES

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net position may serve over time as a useful indicator of the Authority's financial position. In the case of the Authority, assets exceeded liabilities by $6,351,148 as of June 30, 2026.

The following table provides a summary of the changes in the Statement of Net Position as of June 30, 2026, and June 30, 2025:

**Summary of Changes in the Statement of Net Position**

| | 2026 | 2025 | Change Positive (Negative) |
|---|---|---|---|
| **ASSETS:** | | | |
| Current and Other Assets | $ 55,066,204 | $ 44,753,945 | $ 10,312,259 |
| Land | 6,971,378 | 6,971,378 | |
| **TOTAL ASSETS** | $ 62,037,582 | $ 51,725,323 | $ 10,312,259 |
| **LIABILITIES:** | | | |
| Current Liabilities | $ 11,251,202 | $ 7,511,543 | $ (3,739,659) |
| Long-term Liabilities | 44,435,232 | 26,145,034 | (18,290,198) |
| **TOTAL LIABILITIES** | $ 55,686,434 | $ 33,656,577 | $ (22,029,857) |
| **NET POSITION:** | | | |
| Net Investment in Capital Assets | $ 6,971,378 | $ 6,971,378 | $ |
| Restricted | 8,278,640 | 7,912,587 | 366,053 |
| Unrestricted | (8,898,870) | 3,184,781 | (12,083,651) |
| **TOTAL NET POSITION** | $ 6,351,148 | $ 18,068,746 | $ (11,717,598) |

The following table provides a comparative analysis of the Authority's operations for the years ending June 30, 2026 and June 30, 2025. The Authority's net position decreased by $11,717,598. Revenues, of which are made up of 83% is made up of tax increment revenues, decreased by $1,474,736 compared to last year. This decrease is largely due to $3,393,176 of Grant revenue received in prior year. Expenditures this fiscal year were $22,737,593 more than last fiscal year, a 193% increase, which is primarily due to an increase in planning capital expenditures, bond issuance costs and bond interest.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (continued)

| | Summary of Changes in the Statement of Activities | | |
|---|---|---|---|
| | 2026 | 2025 | Change Positive (Negative) |
| **Revenues:** | | | |
| Tax Increment | $ 19,042,966 | $ 19,396,400 | $ (353,434) |
| Capital Contribution | 2,000,000 | | 2,000,000 |
| Grant Revenue | 412 | 3,393,588 | (3,393,176) |
| Interest and Others | 1,772,179 | 1,500,305 | 271,874 |
| **Total revenues** | $ 22,815,557 | $ 24,290,293 | $ (1,474,736) |
| **Expenses:** | | | |
| Salaries and Benefits | $ 120,000 | $ 145,000 | $ 25,000 |
| Professional Services | 188,850 | 138,977 | (49,873) |
| Contracted Services | 22,157 | 19,822 | (2,335) |
| Other | 5,814 | 3,623 | (2,191) |
| Administration Fee | 3,920,784 | 3,098,913 | (821,871) |
| Bond Interest | 1,800,766 | 656,065 | (1,144,701) |
| Developer Interest | 16,550 | 145,288 | 128,738 |
| Bond Issuance Costs | 1,019,929 | | (1,019,929) |
| Capital Improvements | 27,438,305 | 7,587,874 | (19,850,431) |
| **Total expenses** | $ 34,533,155 | $ 11,795,562 | $ (22,737,593) |
| **Changes in Net Position** | $ (11,717,598) | $ 12,494,731 | $ (24,212,329) |
| **Beginning Net Position** | 18,068,746 | 5,574,015 | 12,494,731 |
| **Ending Net Position** | $ 6,351,148 | $ 18,068,746 | $ (11,717,598) |

FINANCIAL ANALYSIS OF THE AUTHORITY'S GOVERNMENTAL FUNDS

The Authority has three governmental funds, which are the General Fund, the Debt Service Fund and the Capital Projects Fund. As discussed, governmental funds are reported in the fund statements with a short-term, inflow and outflow of spendable resources focus. This information is useful in assessing resources available at the end of the year in comparison with upcoming financing requirements. The governmental funds reported cumulative ending fund balances of $51,050,815, an increase of $7,235,692. This increase is primarily due to the sale of the Tax Increment Contract Revenue Bonds, Series 2025 and capital contribution from the City. Of the fund balances, $41,994,212 is unassigned, $8,774,255 is restricted for future debt service and $282,348 is restricted for future capital improvements. This is a $7,235,692 increase compared to last year's cumulative fund balances of $43,815,123.

BUDGETARY HIGHLIGHTS

The Board of the Authority adopted an appropriated budget and did not amend the budget during the current fiscal year. For additional information, see the budget comparison schedule and related notes presented as RSI.

**SIGNIFICANT CAPITAL ASSET AND LONG-TERM DEBT ACTIVITY**

CAPITAL ASSETS

In the current fiscal year, the Authority transferred $27,438,305 to the City of Houston related to capital expenditures. These capital expenditures are related to public works improvements. In accordance with Section VIII of the Tri-Party Agreement between the City of Houston, Reinvestment Zone Number Seventeen, City of Houston, Texas and the Authority, it states: "all utilities, drainage facilities, public street improvements, sidewalks and light fixtures shall be conveyed to the City." Therefore, any current year expenditures related to such improvements are not recorded as assets of the Authority.

Additionally, the Authority is holding title to certain land associated with the detention basin and W-140 bridge improvements. This project has been completed but has not been accepted by the City as of fiscal year end. These land costs amount to $6,971,378 at June 30, 2026.

LONG – TERM DEBT ACTIVITY

During the current fiscal year, the Authority paid amounts due to LIPEX Properties LP for capital improvements. As of June 30, 2026, no amounts are due to LIPEX Properties LP.

On July 2, 2025, the District closed on its $28,100,000 of Tax Increment Contract Revenue Bonds, Series 2025. Proceeds were used to finance project costs, purchase reserve fund surety policy and to pay costs of issuance.

At the end of the current fiscal year, the Authority had total bond debt payable of $48,685,000. This debt is secured with future tax increment contract revenue.

The District's Series 2016 Refunding bonds are not rated. The Series 2019 Refunding bonds and Series 2025 bonds carry an underlying rating of A- and an insured rating of AA by virtue of bond insurance issued by Assured Guaranty, Inc. Credit enhanced ratings provided through bond insurance policies are subject to change based on the rating of the bond insurance company.

# MEMORIAL CITY REDEVELOPMENT AUTHORITY
## MANAGEMENT'S DISCUSSION AND ANALYSIS
## FOR THE YEAR ENDED JUNE 30, 2026

### CURRENTLY KNOWN FACTS, DECISIONS OR CONDITIONS

The adopted budget for fiscal year 2027 projects an increase in fund balance. Compared to the fiscal year 2026 results, revenues are expected to decrease by approximately $1,872,000 primarily due to decrease in expected tax increment revenue. Budgeted expenditures are expected to decrease by approximately 11,900,000 from current year actual amounts primarily due to decreased capital outlay. The Authority also budgeted bond proceeds in the amount of $101,000,000.

### CONTACTING THE AUTHORITY'S MANAGEMENT

This financial report is designed to provide a general overview of the Authority's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to Memorial City Redevelopment Authority, c/o Hawes Hill and Associates, LLP, Zone Administrator, P.O. Box 22167, Houston, TX 77227-2167.

# MEMORIAL CITY REDEVELOPMENT AUTHORITY
## STATEMENT OF NET POSITION AND
## GOVERNMENTAL FUNDS BALANCE SHEET
## JUNE 30, 2026

| | General Fund | Debt Service Fund | Capital Projects Fund | Total | Adjustments | Statement of Net Position |
|---|---|---|---|---|---|---|
| **ASSETS** | | | | | | |
| Cash | $ 40,719 | $ | $ | $ 40,719 | $ | $ 40,719 |
| Investments | 44,228,575 | 8,774,255 | 1,924,985 | 54,927,815 | | 54,927,815 |
| Other Receivables | 520 | | | 520 | | 520 |
| Due From Other Funds | 762,703 | | | 762,703 | (762,703) | 0 |
| Prepaid bond insurance, net | | | | | 97,150 | 97,150 |
| Land | | | | | 6,971,378 | 6,971,378 |
| **TOTAL ASSETS** | $ 45,032,517 | $ 8,774,255 | $ 1,924,985 | $ 55,731,757 | $ 6,305,825 | $ 62,037,582 |
| **LIABILITIES** | | | | | | |
| Accounts Payable | $ 3,038,305 | $ | $ 218,093 | $ 3,256,398 | $ | $ 3,256,398 |
| Retainage Payable | | | 661,841 | 661,841 | | 661,841 |
| Accrued Interest Payable | | | | | 777,963 | 777,963 |
| Due To Other Funds | | | 762,703 | 762,703 | (762,703) | |
| Long-Term Liabilities: | | | | | | |
| Due Within One Year | | | | | 6,555,000 | 6,555,000 |
| Due After One Year | | | | | 44,435,232 | 44,435,232 |
| **TOTAL LIABILITIES** | $ 3,038,305 | $ - 0 - | $ 1,642,637 | $ 4,680,942 | $ 51,005,492 | $ 55,686,434 |
| **FUND BALANCES** | | | | | | |
| Restricted | $ | $ 8,774,255 | $ 282,348 | $ 9,056,603 | $ (9,056,603) | |
| Unassigned | 41,994,212 | | | 41,994,212 | (41,994,212) | |
| **TOTAL FUND BALANCES** | $ 41,994,212 | $ 8,774,255 | $ 282,348 | $ 51,050,815 | $ (51,050,815) | |
| **TOTAL LIABILITIES AND FUND BALANCES** | $ 45,032,517 | $ 8,774,255 | $ 1,924,985 | $ 55,731,757 | | |
| **Net Position:** | | | | | | |
| Net Investment in Capital Assets | | | | | $ 6,971,378 | $ 6,971,378 |
| Restricted | | | | | 8,278,640 | 8,278,640 |
| Unrestricted | | | | | (8,898,870) | (8,898,870) |
| **Total Net Position** | | | | | $ 6,351,148 | $ 6,351,148 |



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

# MEMORIAL CITY REDEVELOPMENT AUTHORITY
## RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
## TO THE STATEMENT OF NET POSITION
## JUNE 30, 2026

| | |
|---|---|
| Total Fund Balance - Governmental Funds | $ 51,050,815 |
| | |
| Amounts reported for governmental activities in the *Statement of Net Position* are different because: | |
| | |
| Prepaid bond insurance is recorded as an expenditure at the fund level, but is recorded as a prepaid asset and amortized to interest expense over the life of the bonds in the government wide statements. | 97,150 |
| Land used in governmental activities is not a financial resource and therefore is not reported as an asset in governmental funds. | 6,971,378 |
| Some liabilities, are not due and payable in the current period and are not included in the fund financial statement, but are included in the governmental activities of the *Statement of Net Position* . | |
| Bonds payable | (50,990,232) |
| Accrued interest on bonds payable | (777,963) |
| Total Net Position - Governmental Activities | $ 6,351,148 |



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

# MEMORIAL CITY REDEVELOPMENT AUTHORITY
## STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
## FOR THE YEAR ENDED JUNE 30, 2026

| | General Fund | Debt Service Fund | Capital Projects Fund | Total | Adjustments | Statement of Activities |
|---|---|---|---|---|---|---|
| **REVENUES** | | | | | | |
| Tax Increment | $ 10,722,983 | $ 8,319,983 | $ | $ 19,042,966 | $ | $ 19,042,966 |
| Capital Contribution | 2,000,000 | | | 2,000,000 | | 2,000,000 |
| Grant Revenues | 412 | | | 412 | | 412 |
| Interest and Other | 1,305,648 | 90,423 | 376,108 | 1,772,179 | | 1,772,179 |
| **TOTAL REVENUES** | $ 14,029,043 | $ 8,410,406 | $ 376,108 | $ 22,815,557 | $ - 0 - | $ 22,815,557 |
| **EXPENDITURES/EXPENSES** | | | | | | |
| **Service Operations** | | | | | | |
| Salaries and Benefits | $ 120,000 | $ | $ | $ 120,000 | $ | $ 120,000 |
| Professional Services | 188,850 | | | 188,850 | | 188,850 |
| Contracted Services | 22,157 | | | 22,157 | | 22,157 |
| Insurance Cost | 3,770 | | | 3,770 | | 3,770 |
| Other | 2,044 | | | 2,044 | | 2,044 |
| Administration Fees | 3,920,784 | | | 3,920,784 | | 3,920,784 |
| Capital Improvement | 370,002 | | 27,068,303 | 27,438,305 | | 27,438,305 |
| Developer Reimbursement | 3,275,076 | | | 3,275,076 | (3,275,076) | |
| Bond Issuance Costs | | | 1,019,929 | 1,019,929 | | 1,019,929 |
| Debt Service: | | | | | | |
| Principal | | 6,315,000 | | 6,315,000 | (6,315,000) | |
| Interest | | 1,978,086 | | 1,978,086 | (177,320) | 1,800,766 |
| Developer Reimbursement Interest | | | | | 16,550 | 16,550 |
| **TOTAL EXPENDITURES/EXPENSES** | $ 7,902,683 | $ 8,293,086 | $ 28,088,232 | $ 44,284,001 | $ (9,750,846) | $ 34,533,155 |
| **EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES** | $ 6,126,360 | $ 117,320 | $ (27,712,124) | $ (21,468,444) | $ 9,750,846 | $ (11,717,598) |
| **OTHER FINANCING SOURCES (USES)** | | | | | | |
| Internal Transfers | $ 352,569 | $ 357,096 | $ (709,665) | $ | $ | $ |
| Proceeds from the Sale of Bonds | | | 28,100,000 | 28,100,000 | (28,100,000) | |
| Bond Premium | | | 814,983 | 814,983 | (814,983) | |
| Bond Discount | | | (210,847) | (210,847) | 210,847 | |
| **TOTAL OTHER FINANCING SOURCES (USES)** | $ 352,569 | $ 357,096 | $ 27,994,471 | $ 28,704,136 | $ (28,704,136) | $ - 0 - |
| **NET CHANGE IN FUND BALANCES** | $ 6,478,929 | $ 474,416 | $ 282,347 | $ 7,235,692 | $ (7,235,692) | |
| **CHANGE IN NET POSITION** | | | | | (11,717,598) | (11,717,598) |
| **FUND BALANCES/NET POSITION - JULY 1, 2025** | 35,515,283 | 8,299,839 | 1 | 43,815,123 | (25,746,377) | 18,068,746 |
| **FUND BALANCES/NET POSITION - JUNE 30, 2026** | $ 41,994,212 | $ 8,774,255 | $ 282,348 | $ 51,050,815 | $ (44,699,667) | $ 6,351,148 |

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

# MEMORIAL CITY REDEVELOPMENT AUTHORITY
## STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
## FOR THE YEAR ENDED JUNE 30, 2026



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

# MEMORIAL CITY REDEVELOPMENT AUTHORITY
## RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES TO THE STATEMENT OF ACTIVITIES
## FOR THE YEAR ENDED JUNE 30, 2026

| | | |
|---|---|---|
| Net Change in Fund Balances - Governmental Funds | | $ 7,235,692 |
| Amounts reported for governmental activities in the *Statement of Activities* are different because: | | |
| Governmental funds report developer reimbursements as expenditures. However, in the Statement of Net Position, developer payments are reported as a decrease in Due to Developer. | | 3,275,076 |
| The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of principal uses current financial resources. However, neither transaction has any effect on net position. Other elements of debt financing are reported differently between the fund and government wide statements. | | |
| Principal payments | $ 6,315,000 | |
| Bonds issued | (28,100,000) | |
| Bond premium | (814,983) | |
| Bond discount | 210,847 | |
| Accrued interest | 177,320 | |
| Developer Interest | (16,550) | (22,228,366) |
| Change in Net Position - Governmental Activities | | $ (11,717,598) |

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

# MEMORIAL CITY REDEVELOPMENT AUTHORITY
## NOTES TO THE FINANCIAL STATEMENTS
## JUNE 30, 2026

### NOTE 1. CREATION OF CORPORATION

The City of Houston, Texas (the "City") authorized the creation of the Memorial City Redevelopment Authority (the "Authority") by the Resolution No. 2002-0026 passed on August 14, 2002. The Authority was created and organized as a local government corporation pursuant to provisions of Subchapter D of Chapter 431 of the Texas Transportation Code and Chapter 394 of the Texas Local Government Code. The Authority is organized as a public non-profit corporation for the purpose of aiding, assisting, and acting on behalf of the City in the performance of its governmental function to promote the common good and general welfare of Reinvestment Zone Number Seventeen, City of Houston, Texas (the "Zone") and neighboring areas in the preparation and implementation of a project plan and a reinvestment zone financing plan for the Zone; in the development of a policy to finance development and redevelopment of properties in the Memorial City area; and in the development and implementation of a redevelopment policy for the Memorial City area, including the acquisition of land for redevelopment purposes; in the development and implementation of a policy for improving vehicular and pedestrian circulation in the Memorial City area including the acquisition of street rights-of-way. The Authority may issue bonds with consent of City Council. The Authority is managed by a Board of Directors consisting of up to seven members who are appointed by the Mayor with the approval of City Council. The Authority held its first meeting on November 22, 2002.

### NOTE 2. SIGNIFICANT ACCOUNTING POLICIES

The accompanying basic financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America as promulgated by the Governmental Accounting Standards Board ("GASB").

The GASB has established the criteria for determining whether or not a given entity is a component unit. The criteria are: (1) is the potential component unit a legally separate entity, (2) does the primary government appoint a voting majority of the potential component unit's board, (3) is the primary government able to impose its will on the potential component unit, (4) is there a financial benefit or burden relationship. The Authority was created as an instrumentality of the City of Houston (the "City"). The Authority does meet the criteria for inclusion as a component unit of the City. Copies of the financial statements for the City may be obtained from the City Secretary's office.

Financial Statement Presentation

These financial statements have been prepared in accordance with GASB Codification of Governmental Accounting and Financial Reporting Standards Part II, Financial Reporting ("GASB Codification").

**NOTE 2. SIGNIFICANT ACCOUNTING POLICIES** (continued)

Financial Statement Presentation (continued)

The GASB Codification sets forth standards for external financial reporting for all state and local government entities, which includes a requirement for a Statement of Net Position and a Statement of Activities. It requires the classification of net position into three components: Net Investment in Capital Assets, Restricted, and Unrestricted. These classifications are defined as follows:

- Net Investment in Capital Assets – This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvements of those assets.

- Restricted Net Position – This component of net position consists of external constraints placed on the use of assets imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulation of other governments or constraints imposed by law through constitutional provisions or enabling legislation.

- Unrestricted Net Position – This component of net position consist of assets that do not meet the definition of "Restricted" or "Net Investment in Capital Assets."

When both restricted and unrestricted resources are available for use, generally it is the Authority's policy to use restricted resources first.

Government-Wide Financial Statements

The Statement of Net Position and the Statement of Activities display information about the Authority as a whole. The Authority's Statement of Net Position and Statement of Activities are combined with the governmental fund financial statements. The Authority is viewed as a special purpose government and has the option of combining these financial statements.

The Statement of Net Position is reported by adjusting the general fund, debt service fund and capital projects fund to report on the full accrual basis, economic resource basis, which recognizes all long-term assets and receivables as well as long-term debt and obligations.

The Statement of Activities is reported by adjusting the general fund, debt service fund, and capital projects fund to report only items related to current year revenues and expenditures. Items such as capital outlay are allocated over their estimated useful lives as depreciation expense. Internal activities between governmental funds, if any, are eliminated by adjustment to obtain net total revenue and expense in the government-wide Statement of Activities.

**NOTE 2. SIGNIFICANT ACCOUNTING POLICIES** (continued)

Fund Financial Statements

As discussed above, the Authority's fund financial statements are combined with the government-wide financial statements. The fund financial statements include a Balance Sheet and Statement of Revenues, Expenditures and Changes in Fund Balances.

Governmental Funds

The Authority has three major governmental funds – the General Fund, Debt Service Fund and Capital Projects Fund. The General Fund is the general operating fund of the Authority and accounts for all resources of the Authority not accounted for in another fund. The principal source of revenue is tax increment collections and expenditures are primarily for operations. The Debt Service Fund is used to account for the accumulation of resources for the payment of interest and principal on the Authority's long-term debt. The Capital Projects Fund is used to account for the proceeds of tax increment debt and the corresponding expenditures primarily consisting of construction projects.

Basis of Accounting

The Authority uses the modified accrual basis of accounting for governmental fund types. The modified accrual basis of accounting recognizes revenues when both "measurable and available." Measurable means the amount can be determined. Available means collectable within the current period or soon enough thereafter to pay current liabilities. The Authority considers revenues reported in the governmental funds to be available if they are collectable within sixty (60) days after year-end. Also, under the modified accrual basis of accounting, expenditures are recorded when the related fund liability is incurred, except for principal and interest on long-term debt, which are recognized as expenditures when payment is due. The Authority uses the full accrual basis of accounting for the government wide statements.

Measurement Focus

Measurement focus is a term used to describe which transactions are recognized within the various financial statements. In the government-wide Statement of Net Position and Statement of Activities, the governmental activities are reported using the economic resources measurement focus. The accounting objectives of this measurement focus are the determination of operating income, changes in net position, financial position, and cash flows. All assets and liabilities associated with the activities are reported, regardless of the timing of related cash flows. Fund equity is classified as net position.

Governmental fund types are accounted for on a spending or financial flow measurement focus. Accordingly, only current assets and current liabilities are included on the balance sheet, and the reported fund balances provide an indication of available spendable or appropriable resources.

**NOTE 2. SIGNIFICANT ACCOUNTING POLICIES** (continued)

Fund Balances

The Authority's governmental fund balances are classified as follows:

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

*Restricted* - amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation or because of constraints that are externally required. The Authority's restricted fund balances consist of tax increment receipts in the Debt Service Fund.

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

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

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

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

Cash

The Authority's cash consist of amounts in demand deposits.

Investments

Investments consist of amounts in the TexPool and TexSTAR.

Debt Service

Tax increment contract revenue is pledged for debt service on bond obligations.

## NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

Due to and from other funds

Interfund receivable and payables arise from interfund transactions and are recorded by all funds affected in the period in which transactions are executed. These receivables and payables are, for the most part, eliminated from the Government-Wide Statement of Net Position and are recorded as “due from other funds” and “due to other funds” in the fund financial statements.

Budgeting

In compliance with the Tri-Party Agreement (See Note 4), the Authority’s board members adopted an unappropriated budget for the combined governmental funds of the Authority for the fiscal year ending June 30, 2026. The budget was submitted and approved by the City. The Authority used this budget during the current year.

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

New Accounting Pronouncements

GASB Statement No. 103 was issued in April 2024 and became effective for the Authority in fiscal year 2026. The objective of this statement is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing an entity’s accountability. For the Authority, GASB Statement No. 103 impacted Management’s Discussion and Analysis and the budgetary comparison information for the General Fund, Debt Service Fund and Capital Projects Fund Combined but did not have an impact on the Authority’s basic financial statements.

## NOTE 3. DEPOSITS AND INVESTMENTS

Deposits

Custodial credit risk is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The Authority's deposit policy for custodial credit risk requires compliance with the provisions of Texas statutes. Texas statutes require that any cash balance in any fund shall, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, be continuously secured by a valid pledge to the Authority of securities eligible under the laws of Texas to secure the funds of the Authority, having an aggregate market value, including accrued interest, at all times equal to the uninsured cash balance in the fund to which such securities are pledged. As of June 30, 2026, none of the Authority's bank balances were exposed to custodial credit risk.

The carrying values of the deposits are included in the Governmental Fund Balance Sheet and the Statement of Net Position at June 30, 2026, as listed below:

| | Cash |
|---|---|
| Total Deposits - General Fund | $ 40,719 |

Investments

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

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

Investments (continued)

The Authority is authorized by the Public Funds Investment Act (Chapter 2256, Texas Government Code) to invest in the following: (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including Federal Home Loan Banks, (2) direct obligations of the State of Texas or its agencies and instrumentalities, (3) certain collateralized mortgage obligations, (4) other obligations, which are unconditionally guaranteed or insured by the State of Texas or the United States or its agencies or instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States, (5) certain A rated or higher obligations of states and political subdivisions of any state, (6) bonds issued, assumed or guaranteed by the State of Israel, (7) certain insured or collateralized certificates of deposit and share certificates, (8) certain fully collateralized repurchase agreements, (9) bankers' acceptances with limitations, (10) commercial paper rated A-1 or P-1 or higher and a maturity of 270 days or less, (11) no-load money market mutual funds and no-load mutual funds, with limitations, (12) certain guaranteed investment contracts, (13) certain qualified governmental investment pools and (14) a qualified securities lending program.

The Authority's adopted investment policy allows it to invest in any of the above listed investments, except items 3, 4, 5, 6, 8, 9, 10, 11, 12 and 14.

For fiscal year 2025, the Authority invested in the Texas Local Government Investment Pool ("TexPool") and the Texas Short Term Asset Reserve Program ("TexSTAR").

TexPool has been organized in conformity with the Interlocal Cooperation Act and is overseen by the Comptroller of Public Accounts (the "Comptroller"). The Comptroller is the sole officer, director and shareholder of the Texas Treasury Safekeeping Trust Company (the "Trust Company"), which is authorized to operate TexPool. Pursuant to the TexPool Participation Agreement, administrative and investment services to TexPool are provided by Federated Investors, Inc. ("Federated"), under an agreement with the Comptroller, acting on behalf of the Trust Company. The Comptroller maintains oversight of the services provided to TexPool by Federated. State Street Bank serves as custodian to TexPool. The primary objectives of TexPool are preservation and safety of principal, liquidity and yield. TexPool will only invest in investments that authorized under both the Public Funds Investment Act and the TexPool Investment Policy.

As permitted by GAAP, TexPool uses amortized cost (which excludes unrealized gains and losses) rather than market value to compute share price and seeks to maintain a constant dollar value per share. Accordingly, the fair value of the Authority's position in TexPool is the same as the value of TexPool shares. Investments in TexPool may be withdrawn on a same day basis, as long as the transaction is executed by 3:30 p.m.

## NOTE 3. DEPOSITS AND INVESTMENTS (continued)

Investments (continued)

TexSTAR has been organized in conformity with the Interlocal Cooperation Act and is administered by J.P. Morgan Investment Management, Inc. ("JPMIM") and First Southwest Asset Management, Inc. ("FSAM"). JPMIM provides investment services, and FSAM provides participant services and marketing. Custodial, transfer agency, fund accounting, and depository services are provided by JPMorgan Chase Bank and/or its subsidiary J.P. Morgan Investor Services Co. The primary objectives of TexSTAR are, in order of priority, preservation and protection of principal, maintenance of sufficient liquidity to meet Participant's needs, diversification to avoid unreasonable or avoidable risks, and yield. TexSTAR will only invest in investments that are authorized under both the Public Funds Investment Act and the current TexSTAR Investment Policy.

The Authority's investment in TexSTAR is reported at fair value because TexSTAR uses fair value to report investments. The Authority has implemented GASB Statement No. 72, "Fair Value Measurement and Application." This statement establishes a hierarchy of inputs used to measure fair value as follows: Level 1 inputs are based on quoted prices in active markets, Level 2 inputs are based on significant other observable inputs, and Level 3 inputs are based on significant unobservable inputs. The Authority's investment in TexSTAR is measured using published fair value per share (level 1 inputs).

Investments in TexSTAR may be withdrawn via wire transfer on a same day basis, as long as the transaction is executed by 4 p.m. ACH withdrawals made by 4 p.m. will settle on the next business day.

As of June 30, 2026, the Authority had the following investments and maturities:

| | | Maturities in Years | | | |
|---|---|---|---|---|---|
| Type | Fair Value | Less Than 1 | 1-5 | 6-10 | More Than 10 |
| TexPool | $ 36,374,041 | $ 36,374,041 | $ | $ | $ |
| TexSTAR | 18,553,774 | 18,553,774 | | | |
| Total | $ 54,927,815 | $ 54,927,815 | $ - 0 - | $ - 0 - | $ - 0 - |

Credit risk is the risk that the issuer or other counterparty to an investment will not fulfill its obligations. At June 30, 2026, the Authority's investments in both TexPool and TexSTAR were rated 'AAAm' by Standard & Poor's. The 'AAAm' rating indicates an extremely strong capacity to maintain principal stability and to limit exposure to principal losses due to credit, market, and/or liquidity risks. 'AAAm' is the highest principal stability rating assigned by Standard & Poor's.

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

Investments (continued)

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

Restrictions

All cash and investments of the Debt Service Fund are restricted for the payment of debt service and the cost of assessing and collecting taxes. All cash and investments of the Capital Projects Fund are restricted for financing the costs of public improvements as authorized in the Project Plan and described in the Authority's capital improvement program.

**NOTE 4. TRI-PARTY AGREEMENT**

On November 22, 2002, the Authority and on December 11, 2002, the City of Houston, Texas in accordance with Ordinance No. 2002-1145 executed a Tri-Party Agreement between the City of Houston, Texas, the Zone and the Authority. The Tri-Party Agreement states in detail the scope of services to be provided to the Zone by the Authority. The services include management and administrative service for the Zone, as requested by the Zone Board, services with respect to the Project Plan and Reinvestment Zone Financing Plan (the "Plan"), including enlarging the zone and amendments to the project plan and financing plan, and services with respect to the special tax rolls pertaining to the Zone, including analysis and coordination with taxing units. The Authority is also required to assist the Zone Board in establishing a program to increase the level of safety within the Zone, preparing development plans, establishing a marketing and public relations program, planning and design and construction of infrastructure improvements and land acquisition in the Memorial City area.

The Tri-Party Agreement also provides for the Authority to issue bonds and notes, enter into obligations with developers or builders, and enter into contracts with consultants, to be repaid from Contract Tax Increments. All bonds must be approved by City Council of the City of Houston and the Director of the Finance Department of the City of Houston must approve all development agreements. This Agreement shall end upon termination of the Zone.

**NOTE 4. TRI-PARTY AGREEMENT** (continued)

Pursuant to the Agreement, the City and the Zone have agreed to pay the Authority not later than the first business day of each July in which a current approved budget is in effect for the Authority, all monies available in the Tax Increment Fund, less (a) certain tax increments constituting educational facilities project costs to be paid to the Spring Branch Independent School District (if any), and (b) a reserve of up to five percent of the monies then available in the Tax Increment Fund for administrative costs of the City. Currently, no monies are owed or are being paid to the Spring Branch Independent School District. Notwithstanding the above, in the event the Authority's budget is not approved by the thirtieth ($30^{th}$) day before the date of a principal and interest payment on the Authority's bonds or notes, the City shall pay from available funds sufficient monies to the Authority to allow for meeting the Authority's debt service obligations.

The Tri-Party Agreement allows the City to recover the costs of municipal services pursuant to the Agreement among the City, the Authority, and the TIRZ.

**NOTE 5. TAX INCREMENTS**

The City of Houston, Texas has agreed to deposit their tax increments into the Tax Increment Fund established by the Zone (See Note 6).

The amount of a Participant's tax increment for a year is the amount of property taxes levied and collected by the Participant for that year on the Captured Appraised Value of real property taxable by the Participant and located in the Zone. The Captured Appraised Value of real property taxable by a Participant for a year is the total appraised value of all real property taxable by the Participant and located in the Zone for that year less the Tax Increment Base, which is the total appraised value of all real property taxable by the Participant and located in the Zone on January 1 of the year in which the Zone was designated as such under the Tax Increment Financing Act (the "TIF Act"). In the event property is annexed into the Zone by ordinance of the City, the Tax Increment Base for annexed property is the value of all real property taxable by a Participant and located in the annexed area on January 1 of the year of annexation. No Participant is required to deposit tax increments derived from property annexed into the Zone unless the Participant has agreed to do so.

Each Participant is required to collect taxes on property located within the Zone in the same manner as other taxes are collected. The Participant is required to pay into the tax increment fund the collected tax increments by no later than the $90^{th}$ day after the delinquency date for the Participant's property taxes.

## NOTE 6. CITY OF HOUSTON TAX INCREMENTS

Pursuant to City Ordinance No. 1999-759, the City and the Zone have established the Tax Increment Fund, a separate fund in the City Treasury into which tax increments have and will be deposited.

As of June 30, 2026, tax increments relating to fiscal year 2026 of $19,042,966 were collected by the trustee from the City of Houston. The City of Houston withheld $952,148 to cover administrative costs.

## NOTE 7. TRANSFER TO THE CITY OF HOUSTON

During the current fiscal year, the Authority recorded capital improvements of $27,438,305 for capital assets transferred to the City. This transfer is related to capital improvements made by the Authority to City facilities. The Authority finances these facilities for the benefit of the City. Any capital assets the Authority purchases related to public improvements and facilities have been conveyed to the City of Houston. See page 33 for information on current year capital improvement expenditures. The Authority is holding title to certain land associated with the detention basin and W-140 bridge improvements. These land costs amount to $6,971,378 at June 30, 2026.

## NOTE 8. DUE TO DEVELOPERS

The Authority has entered into a development agreement with LIPEX Properties, L.P. ("Developer") for the financing of the land for public improvements, the construction of certain facilities, and other costs. Under the agreements, the developer will advance funds for the acquisition of land, construction of facilities, and other costs associated with public improvements in the project area. The developer will be reimbursed from available tax increment in the project area.

During the year ended June 30, 2026, the following changes occurred in amounts due to developers.

| | |
|---|---|
| Due to developer, beginning of year | $ 3,258,526 |
| Developer Interest | 16,550 |
| Developer reimbursements | (3,275,076) |
| Due to developer, end of year | $ - 0 - |

### NOTE 9. LONG-TERM DEBT

During the year ended June 30, 2026, the following changes occurred in long-term liabilities:

| | Balance July 1, 2025 | Additions | Reductions | Balance June 30, 2026 | Amounts Due Within One Year |
|---|---|---|---|---|---|
| **Governmental Activities:** | | | | | |
| Bonds and notes payable: | | | | | |
| Tax Increment Contract Bonds | $ 26,900,000 | $ 28,100,000 | $ (6,315,000) | $ 48,685,000 | $ 6,555,000 |
| Deferred amount for bond premium | 2,301,508 | 814,983 | (609,149) | 2,507,342 | |
| Deferred amount for bond discount | | (210,847) | 8,737 | (202,110) | |
| Bonds payable, end of year | $ 29,201,508 | $ 28,704,136 | $ (6,915,412) | $ 50,990,232 | $ 6,555,000 |

On April 27, 2021, the Authority's Board of Directors authorized the issuance of bonds and notes by the Authority in the aggregate principal amount not to exceed $250,000,000 outstanding at any one time.

The terms of the current debt obligations are as follows:

| Series | Original Issue | Matures | Interest Rate (%) | Debt Outstanding |
|---|---|---|---|---|
| **Governmental Activities:** | | | | |
| **Tax Increment Contract Bonds** | | | | |
| Tax Increment Contract Revenue Refunding Bonds, Series 2016 | $ 17,955,000 | 9/1/27 | 2.41% | $ 3,875,000 |
| Tax Increment Contract Revenue and Refunding Bonds, Series 2019 | $ 37,400,000 | 9/1/28 | 5.00% | 16,710,000 |
| Tax Increment Contract Revenue Bonds, Series 2025 | $ 28,100,000 | 9/1/49 | 5.00% | 28,100,000 |
| **Total General Obligation Bonds** | | | | $ 48,685,000 |

The annual requirements to amortize governmental activity tax increment contract revenue bonds at June 30, 2026 are as follows:

| Tax Increment Contract Revenue Bonds | | | |
|---|---|---|---|
| **Governmental Activities** | | | |
| **Fiscal Year** | **Principal** | **Interest** | **Total** |
| 2027 | $ 6,555,000 | $ 2,212,359 | $ 8,767,359 |
| 2028 | 6,845,000 | 1,927,540 | 8,772,540 |
| 2029 | 7,185,000 | 1,584,625 | 8,769,625 |
| 2030 | 775,000 | 1,385,625 | 2,160,625 |
| 2031 | 815,000 | 1,345,875 | 2,160,875 |
| 2032-2036 | 4,750,000 | 6,057,000 | 10,807,000 |
| 2037-2041 | 6,095,000 | 4,708,875 | 10,803,875 |
| 2042-2046 | 7,825,000 | 2,976,875 | 10,801,875 |
| 2047-2050 | 7,840,000 | 808,500 | 8,648,500 |
| | $ 48,685,000 | $ 23,007,274 | $ 71,692,274 |

See pages 36 through 39 for debt service schedules on each bond series outstanding as of June 30, 2026.

## NOTE 10. INTERFUND TRANSACTIONS

For the fiscal year ended June 30, 2026, an operating transfer is summarized as follows:

| Transfers Out | Transfers In | Amounts | Purpose |
|---|---|---|---|
| General Fund | Debt Service Fund | $ 357,096 | Debt Service Obligations |
| Capital Projects Fund | General Fund | 709,665 | Prior year Capital expenses |

## NOTE 11. INTERLOCAL AGREEMENT WITH THE CITY OF BUNKER HILL VILLAGE

The Authority originally entered into an Interlocal Agreement (the "Bunker Hill Agreement") with the City of Bunker Hill Village ("Bunker Hill") effective October 10, 2018, which was amended and restated as of November 16, 2021. Pursuant to the Bunker Hill Agreement, the Authority and Bunker Hill agreed to coordinate to expand the Memorial Drive Phase I project described under "THE REDEVELOPMENT PLAN—Completed Capital Improvement Projects" to cover Memorial Drive from Tallowood Drive to Gessner Road. Pursuant to the Bunker Hill Agreement, Bunker Hill was required to submit a grant application to secure federal funding for the project and act as the project sponsor in coordinating construction of the project with TxDOT. The Authority and Bunker Hill shared the 20% local match commitment for the project. The Authority and Bunker Hill entered into a Second Amended and Restated Interlocal Agreement with respect to this project effective November 22, 2024. Under this agreement, the parties recognized that the project had been awarded $3,000,000 in funding under a grant to be administered by the United States Department of Housing and Urban Development ("HUD"). According to the agreement, the City will be designated as the project sponsor for the purpose of administering the HUD grant and any grants awarded by TxDOT through Houston-Galveston Area Council. The Authority and Bunker Hill entered into a third Amended and Restated Interlocal Agreement with respect to this project effective August 19, 2025. According to this agreement, the HUD grant has no local matching requirement.

## NOTE 12. RISK MANAGEMENT

The Authority is exposed to various risks of loss related to torts: theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the Authority participates along with 2,800 other entities in the Texas Municipal League's Intergovernmental Risk Pool. The Pool purchases commercial insurance at group rates for participants in the Pool. The Authority has not significantly reduced insurance coverage or had settlements that exceeded coverage amounts for the past three years.

## NOTE 13. BOND SALE

On July 2, 2025, the District closed on its $28,100,000 of Tax Increment Contract Revenue Bonds, Series 2025. Proceeds were used to finance project costs, purchase reserve fund surety policy and to pay costs of issuance.

## NOTE 14. GRANT AGREEMENT

On September 19, 2023, the Authority executed a grant contract with the U.S. Environmental Protection Agency. The agreement provides for the Authority to participate in a Congressionally Mandated Project for the purpose of improving and deepening an existing detention basin and extending stormwater improvements along adjacent roads to better connect area stormwater management infrastructure. Total grant funding allocated to the Authority is $3,394,000. The Authority is required by the grant agreement to spend $848,500 of its own funds for the engineering and construction costs of the project. As of June 30, 2026, the Authority has recorded a project total of $12,805,645 in engineering and construction costs related to this project, which $6,422,235 being in current year and $412 is reimbursable under this grant. This project was in progress at year-end.

## NOTE 15. INTERLOCAL AGREEMENT WITH CITY OF HOUSTON

The Authority entered into an Interlocal Agreement with the City of Houston (the "City") effective January 27, 2026. Under this agreement, the Authority agrees to contract for and manage the demolition and abatement portion of the combined underground detention basis and a joint police and fire station at the property for a cost of which will exceed $2,000,000. The City agrees to contribute $2,000,000 to the Authority for the demolition and abatement of the Project. The improvements and property shall be owned, operated and maintained by the City, and the Authority shall not be responsible for such ownership, operations or maintenance. The Authority received $2,000,000 from the City in the current fiscal year.

# MEMORIAL CITY REDEVELOPMENT AUTHORITY

## REQUIRED SUPPLEMENTARY INFORMATION

**JUNE 30, 2026**

# MEMORIAL CITY REDEVELOPMENT AUTHORITY
## BUDGETARY COMPARISON SCHEDULE – GENERAL FUND, DEBT SERVICE FUND AND CAPITAL PROJECTS FUND COMBINED FOR THE YEAR ENDED JUNE 30, 2026



| | Budgeted Amounts Original and Final Budget | Actual Amounts Budgetary Basis | Variance with Final Budget Over (Under) Actual Amounts |
|---|---|---|---|
| **BUDGETARY REVENUES** | | | |
| Tax Increment | $ 19,291,155 | $ 19,042,966 | $ (248,189) |
| Capital Contribution | | 2,000,000 | 2,000,000 |
| Grant Revenues | | 412 | 412 |
| Interest and Other | 1,356,637 | 1,772,179 | 415,542 |
| **TOTAL BUDGETARY REVENUES** | $ 20,647,792 | $ 22,815,557 | $ 2,167,765 |
| **BUDGETARY EXPENDITURES/EXPENSES** | | | |
| Management Consulting Services | $ 305,750 | $ 336,821 | $ 31,071 |
| Capital Outlay | 38,025,867 | 27,438,305 | (10,587,562) |
| Developer Reimbursement | 3,275,406 | 3,275,076 | (330) |
| Municipal Services | 3,313,425 | 2,968,636 | (344,789) |
| Administration Fees | 964,558 | 952,148 | (12,410) |
| Debt Service: | | | - |
| Principal | 6,315,000 | 6,315,000 | - |
| Interest | 1,978,088 | 1,978,086 | (2) |
| Debt Issuance Costs | | 1,019,929 | 1,019,929 |
| **TOTAL BUDGETARY EXPENDITURES** | $ 54,178,094 | $ 44,284,001 | $ (9,894,093) |
| **BUDGETARY EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES** | $ (33,530,302) | $ (21,468,444) | $ 12,061,858 |
| **BUDGETARY OTHER FINANCING SOURCES (USES)** | | | |
| Proceeds from the Sale of Bonds | $ 122,824,678 | $ 28,100,000 | $ (94,724,678) |
| Bond Premium | | 814,983 | 814,983 |
| Bond Discount | | (210,847) | (210,847) |
| **TOTAL BUDGETARY OTHER FINANCING SOURCES (USES)** | $ 122,824,678 | $ 28,704,136 | $ (94,120,542) |
| **NET CHANGE IN FUND BALANCE** | $ 89,294,376 | $ 7,235,692 | $ (82,058,684) |
| **BUDGETARY FUND BALANCE - JULY 1, 2025** | 43,815,123 | 43,815,123 | |
| **BUDGETARY FUND BALANCE - JUNE 30, 2026** | $ 133,109,499 | $ 51,050,815 | $ (82,058,684) |

# MEMORIAL CITY REDEVELOPMENT AUTHORITY

## BUDGETARY COMPARISON SCHEDULE – GENERAL FUND, DEBT SERVICE FUND AND CAPITAL PROJECTS FUND COMBINED FOR THE YEAR ENDED JUNE 30, 2026

The unappropriated budget is adopted annually for the General Fund, Debt Service Fund and Capital Projects Fund by the Authority's Board of Directors. The budget is prepared using the same method of accounting as for financial reporting, the modified accrual basis of accounting which is consistent with generally accepted accounting principles. The original budget for the current year was adopted on June 24, 2025, and adopted by the City on January 14, 2026. The budget was not amended during the current fiscal year.

For the fiscal year ended June 30, 2026, actual revenues were $2,167,765 more than budgeted primarily due to a capital contribution from City of Houston of $2,000,000. In addition, expenditure were lower than budget primarily due to capital outlay costs coming in lower than anticipated. Many projects budgeted for 2026 have yet to commence. The Authority budgeted $94,724,678 more than the Tax Increment Contract Revenue Bonds, Series 2025. Overall, the District finished the year $82,058,684 less than budgeted.

# MEMORIAL CITY REDEVELOPMENT AUTHORITY

**SUPPLEMENTARY INFORMATION**

**REQUIRED BY CITY OF HOUSTON**

**JUNE 30, 2026**

# MEMORIAL CITY REDEVELOPMENT AUTHORITY
## OPERATING EXPENDITURES
## FOR THE YEAR ENDED JUNE 30, 2026

| *Category* | *Vendor* | *Budget* | *Actual Expenditures* | *Variance Positive (Negative)* |
|---|---|---|---|---|
| **ADMINISTRATION AND OVERHEAD** | | | | |
| Management Consultant | Hawes Hill & Associates LLC | $ 120,000 | $ 120,000 | $ |
| Administrative Operating | | | | |
| Property Account Consultant | Equi-tax, Inc. | | 5,100 | (5,100) |
| Accounting/Audit | | | | |
| Accounting | ETI Accounting Services | 22,000 | 17,057 | 4,943 |
| Auditor | Burton Accounting PLLC & | | | |
| | McCall Gibson Swedlund Barfoot Ellis PLLC | 21,500 | 20,750 | 750 |
| Insurance | Texas Municipal League | 2,250 | 3,770 | (1,520) |
| Bond Services/Trustee/ | Bank of New York, Omnicap Group LLC, | | | |
| Financial Advisor | Deal Sikes | 25,000 | 6,750 | 18,250 |
| Other | | | 2,044 | (2,044) |
| **Subtotal** | | $ 190,750 | $ 175,471 | $ 15,279 |
| **PROGRAM AND PROJECT CONSULTANTS** | | | | |
| Legal-General Counsel | Allen Boone Humphries Robinson, LLP | 50,000 | 53,456 | (3,456) |
| Engineering Consultants | The Goodman Corporation | 60,000 | 94,894 | (34,894) |
| | Gauge Engineering | | | |
| Construction Audit | McCall Gibson Swedlund Barfoot PLLC | 5,000 | 13,000 | (8,000) |
| Planning Consultants (TIRZ Plan Amendment) | | | | |
| **Subtotal** | | $ 115,000 | $ 161,350 | $ (46,350) |
| **TOTAL MANAGEMENT CONSULTING SERVICES** | | $ 305,750 | $ 336,821 | $ (31,071) |
| Municipal Services Fees | City of Houston | $ 3,313,425 | $ 2,968,636 | $ 344,789 |
| City Administration Fees | City of Houston | $ 964,558 | $ 952,148 | $ 12,410 |
| **DEBT SERVICE** | | | | |
| Principal | | $ 6,315,000 | $ 6,315,000 | $ |
| Interest | | 1,978,088 | 1,978,086 | 2 |
| Debt Issuance Costs | | | 1,019,929 | |
| **Subtotal** | | $ 8,293,088 | $ 9,313,015 | $ 2 |
| **TOTAL OPERATING EXPENDITURES** | | $ 12,876,821 | $ 13,570,620 | $ 326,130 |

# MEMORIAL CITY REDEVELOPMENT AUTHORITY
## PROJECT PLAN RECONCILIATION
## AS OF THE YEAR ENDED JUNE 30, 2026

| *Project* | *Vendor* | *Budget* | *Actual Expenditures* | *Variance Positive (Negative)* |
|---|---|---|---|---|
| **Project T-1725: Park and Green Space Improvements** | | | | |
| Design | | $ 25,000 | $ | $ 25,000 |
| Construction | | 100,000 | | 100,000 |
| **Project T-1735: Detention Basin A** | | | | |
| Acquisition | | 10,000,000 | | 10,000,000 |
| Other | | 4,520 | | 4,520 |
| **Project T-1737: MetroNational Detention & Roads** | | | | |
| Developer Reimbursement | Lipex Properties, MetroNational | 3,275,406 | 3,275,076 | 330 |
| **Project T-1738A: Memorial Drive - Drainage and Mobility Improvement - Phase 1** | | | | |
| Construction | | 496,347 | | 496,347 |
| **Project T-1738B: Memorial Drive - Drainage and Mobility Improvement - Phase 2** | | | | |
| Engineering/Design Services | Gauge Engineering | | 16,075 | (16,075) |
| **Project T-1741: W140 Detention Deepening and Straw Extensions** | | | | |
| Engineering/Design Services | Gauge Engineering/ | | 463,654 | (463,654) |
| | The Goodman Corporation | | 33,282 | (33,282) |
| Construction | Reytec Construction Resources Inc. | 7,000,000 | 5,866,048 | 1,133,952 |
| Other | HR Green | | 59,251 | (59,251) |
| **Project T-1742: Detention Basin C with Public Safety Facilities** | | | | |
| Acquisition | Newmark Title Services | 20,000,000 | 18,358,124 | 1,641,876 |
| Construction | RNDI Companies Inc | | 1,827,141 | (1,827,141) |
| Other | LJA Environmental Services | | 29,000 | (29,000) |
| | HR Green | | 344,085 | (344,085) |
| | Seal Security Solutions | | 393,857 | (393,857) |
| | SMC Landscape Services | | 10,015 | (10,015) |
| | Spring Branch ISD | | 17,799 | (17,799) |
| | Harris County Tax Assessor | | 19,974 | (19,974) |
| **Project T-1799: Sidewalk Improvement Program** | | | | |
| Other | | 400,000 | | 400,000 |
| **Total Capital Expenditures** | | $ 41,301,273 | $ 30,713,381 | $ 10,587,892 |

# MEMORIAL CITY REDEVELOPMENT AUTHORITY
## PROJECT PLAN RECONCILIATION
## AS OF THE YEAR ENDED JUNE 30, 2026

| | *Project Plan Estimated Amount* | *Cumulative Expenditures as of the Fiscal Year Ended 2026* | *Variance Positive (Negative)* |
|---|---|---|---|
| **Capital Projects:** | | | |
| Roadway and Sidewalk Improvements | $ 115,829,681 | $ 39,733,413 | $ 76,096,268 |
| Public Utility Improvements | 188,456,453 | 148,904,034 | 39,552,419 |
| Park and Recreational Facilities | 16,989,119 | 382,265 | 16,606,854 |
| Public Facilities | 150,000,000 | | 150,000,000 |
| **Total Capital Projects Costs** | $ 471,275,253 | $ 189,019,712 | $ 282,255,541 |
| | | | |
| Financing Costs | 287,914,817 | 56,152,688 | 231,762,129 |
| Creation and Administration Costs | 783,142,921 | 23,562,189 | 759,580,732 |
| **Total Project Plan** | $ 1,542,332,991 | $ 268,734,589 | $ 1,273,598,402 |

# MEMORIAL CITY REDEVELOPMENT AUTHORITY

## OTHER SUPPLEMENTARY INFORMATION

**JUNE 30, 2026**

# MEMORIAL CITY REDEVELOPMENT AUTHORITY
## LONG-TERM DEBT SERVICE REQUIREMENTS, BY YEARS
## AS OF THE YEAR ENDED JUNE 30, 2026

| | TAX INCREMENT CONTRACT REVENUE REFUNDING BONDS SERIES - 2016 | | |
|---|---|---|---|
| **Due During Fiscal Years Ending June 30** | **Principal Due September 1** | **Interest Due September 1/ March 1** | **Total** |
| 2027 | $ 3,270,000 | $ 53,984 | $ 3,323,984 |
| 2028 | 605,000 | 7,290 | 612,290 |
| TOTAL | $ 3,875,000 | $ 61,274 | $ 3,936,274 |

# MEMORIAL CITY REDEVELOPMENT AUTHORITY
## LONG-TERM DEBT SERVICE REQUIREMENTS, BY YEARS
## AS OF THE YEAR ENDED JUNE 30, 2026

**TAX INCREMENT CONTRACT REVENUE AND REFUNDING BONDS SERIES - 2019**

| Due During Fiscal Years Ending June 30 | Principal Due September 1 | Interest Due September 1/ March 1 | Total |
|---|---|---|---|
| 2027 | $ 3,285,000 | $ 753,375 | $ 4,038,375 |
| 2028 | 6,240,000 | 515,250 | 6,755,250 |
| 2029 | 7,185,000 | 179,625 | 7,364,625 |
| TOTAL | $ 16,710,000 | $ 1,448,250 | $ 18,158,250 |

# MEMORIAL CITY REDEVELOPMENT AUTHORITY
## LONG-TERM DEBT SERVICE REQUIREMENTS, BY YEARS
## AS OF THE YEAR ENDED JUNE 30, 2026

| | TAX INCREMENT CONTRACT REVENUE BONDS SERIES - 2025 | | |
|---|---|---|---|
| **Due During Fiscal Years Ending June 30** | **Principal Due September 1** | **Interest Due September 1/ March 1** | **Total** |
| 2027 | $ | $ 1,405,000 | $ 1,405,000 |
| 2028 | | 1,405,000 | 1,405,000 |
| 2029 | | 1,405,000 | 1,405,000 |
| 2030 | 775,000 | 1,385,625 | 2,160,625 |
| 2031 | 815,000 | 1,345,875 | 2,160,875 |
| 2032 | 860,000 | 1,304,000 | 2,164,000 |
| 2033 | 900,000 | 1,260,000 | 2,160,000 |
| 2034 | 950,000 | 1,213,750 | 2,163,750 |
| 2035 | 995,000 | 1,165,125 | 2,160,125 |
| 2036 | 1,045,000 | 1,114,125 | 2,159,125 |
| 2037 | 1,100,000 | 1,060,500 | 2,160,500 |
| 2038 | 1,155,000 | 1,004,125 | 2,159,125 |
| 2039 | 1,215,000 | 944,875 | 2,159,875 |
| 2040 | 1,280,000 | 882,500 | 2,162,500 |
| 2041 | 1,345,000 | 816,875 | 2,161,875 |
| 2042 | 1,415,000 | 747,875 | 2,162,875 |
| 2043 | 1,485,000 | 675,375 | 2,160,375 |
| 2044 | 1,560,000 | 599,250 | 2,159,250 |
| 2045 | 1,640,000 | 519,250 | 2,159,250 |
| 2046 | 1,725,000 | 435,125 | 2,160,125 |
| 2047 | 1,815,000 | 346,625 | 2,161,625 |
| 2048 | 1,910,000 | 253,500 | 2,163,500 |
| 2049 | 2,005,000 | 155,625 | 2,160,625 |
| 2050 | 2,110,000 | 52,750 | 2,162,750 |
| TOTAL | $ 28,100,000 | $ 21,497,750 | $ 49,597,750 |

# MEMORIAL CITY REDEVELOPMENT AUTHORITY
## LONG-TERM DEBT SERVICE REQUIREMENTS, BY YEARS
## AS OF THE YEAR ENDED JUNE 30, 2026

| Due During Fiscal Years Ending June 30 | ANNUAL REQUIREMENTS FOR ALL SERIES<br>Total Principal Due | Total Interest Due | Total Principal and Interest Due |
|---|---|---|---|
| 2027 | $ 6,555,000 | $ 2,212,359 | $ 8,767,359 |
| 2028 | 6,845,000 | 1,927,540 | 8,772,540 |
| 2029 | 7,185,000 | 1,584,625 | 8,769,625 |
| 2030 | 775,000 | 1,385,625 | 2,160,625 |
| 2031 | 815,000 | 1,345,875 | 2,160,875 |
| 2032 | 860,000 | 1,304,000 | 2,164,000 |
| 2033 | 900,000 | 1,260,000 | 2,160,000 |
| 2034 | 950,000 | 1,213,750 | 2,163,750 |
| 2035 | 995,000 | 1,165,125 | 2,160,125 |
| 2036 | 1,045,000 | 1,114,125 | 2,159,125 |
| 2037 | 1,100,000 | 1,060,500 | 2,160,500 |
| 2038 | 1,155,000 | 1,004,125 | 2,159,125 |
| 2039 | 1,215,000 | 944,875 | 2,159,875 |
| 2040 | 1,280,000 | 882,500 | 2,162,500 |
| 2041 | 1,345,000 | 816,875 | 2,161,875 |
| 2042 | 1,415,000 | 747,875 | 2,162,875 |
| 2043 | 1,485,000 | 675,375 | 2,160,375 |
| 2044 | 1,560,000 | 599,250 | 2,159,250 |
| 2045 | 1,640,000 | 519,250 | 2,159,250 |
| 2046 | 1,725,000 | 435,125 | 2,160,125 |
| 2047 | 1,815,000 | 346,625 | 2,161,625 |
| 2048 | 1,910,000 | 253,500 | 2,163,500 |
| 2049 | 2,005,000 | 155,625 | 2,160,625 |
| 2050 | 2,110,000 | 52,750 | 2,162,750 |
| TOTAL | $ 48,685,000 | $ 23,007,274 | $ 71,692,274 |

# MEMORIAL CITY REDEVELOPMENT AUTHORITY
**BOARD MEMBERS**
**JUNE 30, 2026**

Authority Mailing Address - Memorial City Redevelopment Authority
P.O. Box 22167
Houston, TX 77227-2167

Authority Telephone Number - 713-595-1200

| Board Members | Position |
|---|---|
| Andy Iversen – Vice Chair | 1 |
| Alex Massa – Assistant Secretary | 2 |
| Marlen J. Trujillo – Secretary | 3 |
| Ann T. Givens – Chair | 4 |
| Dr. Zachary R. Hodges – Secretary | 5 |
| Ben Pisklak – Director | 6 |
| Pete Delongchamps - Director | 7 |

**_McCall Gibson Swedlund Barfoot Ellis PLLC_**
_Certified Public Accountants_

_Chris Swedlund_
_Noel W. Barfoot_
_Joseph Ellis_
_Ashlee Martin_

_Mike M. McCall_
_(retired)_
_Debbie Gibson_
_(retired)_

September 22, 2026

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

We have audited the financial statements of the governmental activities and each major fund of Memorial City Redevelopment Authority (the "Authority") for the year ended June 30, 2026. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our continuance letter to you dated June 23, 2026. Professional standards also require that we communicate to you the following information related to our audit. For the purposes of this letter, the term "management" refers to the Board of Directors and/or Authority consultants.

<u>Significant Audit Findings</u>

*Qualitative Aspects of Accounting Practices*

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

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

*Difficulties Encountered in Performing the Audit*

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

*Corrected and Uncorrected Misstatements*

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

*Management Representations*

We have requested certain representations from management that are included in the management representation letter dated September 22, 2026.

*Disagreements with Management*

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

*Management Consultations with Other Independent Accountants*

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

*Other Audit Findings or Issues*

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

<u>Other Matters</u>

We were engaged to perform the following non-attest services for the Authority: (1) preparation of the financial statements and related notes in conformity with accounting principles generally accepted in the United States of America and (2) preparation of the capital asset and depreciation schedules. These services were performed based on information provided by you. We performed these services in accordance with applicable professional standards. The non-attest services we performed are limited to those specifically defined and did not result in assuming management responsibilities.

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

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

<u>Restriction on Use</u>

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

Sincerely,

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

**AGENDA MEMORANDUM**

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

FROM: Executive Director

SUBJECT: Agenda Item Materials

5. Receive HR Green updates and recommendations.

   a. Sports Complex, Detention Basin A (City of Houston project)

   b. Detention Basin C (Westview - Northwest HPD and HFD Public Safety Complex)

      i. Consider Change Order No. 1, Park on Westview Demolition, from RNDI Companies.
      ii. Consider Pay Application No. 7, Park on Westview Demolition, from RNDI Companies.

   c. Memorial Drive, Phase 2.

   d. W-140 Briar Branch Detention Basin

**MEMORIAL CITY REDEVELOPMENT AUTHORITY TIRZ NO. 17**
c/o Hawes Hill & Associates LLP
P.O. Box 22167
Houston, TX 77227-2167
713-595-1200 or FAX 281-888-6314

**Design:**

- City of Houston / HR Green Sports Complex Support:
  - SBISD Board Communication Coordination:
    - Meeting with SBISD on 9/9/2026
      - Reviewed easement process
      - Targeting SBISD Workshop in November
    - Next Steps
      - Update appraisal with new survey boundaries
      - Present Purchase and Sales agreement (offer) to SBISD
      - HR Green/City to re-present the project and the easement to the SBISD Board
      - SBISD to vote on easement offer or counter
  - Advertise and bid contract
    - Advertise – October 2026
    - Contract Award – March 2027
    - Construction NTP – April 2027
  - Barryknoll Realignment
    - Completed modifications to roadway layout to accommodate owner changes
    - Revised design meets current City of Houston criteria
    - Expect owner's response the week of September 21st

- Detention Basin C (Northwest HPD and HFD Public Safety Complex and Detention):
  - PER and Schematic Design
    - Programing with GSD and HPD/HFD is nearing completion.
    - Preliminary Concepts for Underground Detention complete and coordinated with the structural engineer
    - Construction Manager at Risk (CMAR) Request For Proposals (RFP) has been drafted and is currently under final review
      - RFQ released 9/4/2026
      - Proposals due 10/2/2026
      - Request TIRZ 17 Board Member Assignment to selection committee

- Demolition:
  - All Buildings are demolished
  - Only two foundations remain
  - Next activities
    - Remove the two foundations
    - Final site cleaning and debris removal - ongoing
    - Conduct substantial completion walkthrough
    - Issue certificate of substantial completion with punch list items
    - Address punch list items
    - Conduct final completion walkthrough
    - Close out the project
  - Pay App ($98,232.90) and Progress Report Document
  - Time Extension Change Order

- Memorial Drive – Phase II:
  - Design is ongoing
    - November – 60% plans

- W140 Briar Branch Detention Basin Expansion
  - Construction on the basin site is in progress.
  - Project should be substantially complete by approximately October 21, 2026.

# PROGRESS REPORT— AUGUST 2026

## PARK ON WESTVIEW APARTMENTS AND BUILDING DEMOLITION

### CONSTRUCTION TIME

| | |
|---|---|
| Original Contract Time: | 180 Days |
| Mobilization Date: | Feb 9th, 2026 |

### CONTACT INFORMATION

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

### CONTRACTOR

RNDI Companies, Inc.
311 East Interstate 30
Rockwall, TX 75087

### PAYMENT ESTIMATES

| | |
|---|---|
| Original Contract Amount | $2,298,807.00 |
| Change Order Amount to Date | $0.00 |
| Current Contract Amount | $2,298,807.00 |
| Previous Payments | $1,964,033.75 |
| Current Payment Due | $98,232.90 |
| Retainage | $108,540.35 |
| Contract Completion Date | 09/21/2026 |
| Balance Remaining Excluding Retainage | $128,000.00 |

### PROGRESS UPDATES

- General Site cleaning and debris removal activities are ongoing.
- All Abatement has been completed.
- All buildings have been removed
- Only two foundations remaining and will be removed next month

### NEXT ACTIVITIES

- Remove remaining foundations
- Remove pavement
- Final site cleaning and debris removal activities are on-going.
- Conduct substantial completion walkthrough

Concrete Foundation Removal

Remaining Concrete Foundation

**MEMORIAL CITY REDEVELOPMENT AUTHORITY**
**TIRZ 17**

CHANGE ORDER

Document 00941
CHANGE ORDER No. 1

PROJECT: Park on Westview Apartments and Building Demolition

To: RNDI Companies, Inc.
Contractor and 14518 Hempstead Hwy #4Z
Address for Written Notice Houston, TX 77040

PROJECT No.: N/A

1.01 DESCRIPTION OF CHANGES

| | CONTRACT CHANGE Amount | Time |
|---|---|---|
| **ITEM 1 SCOPE:** Time Extension | $0.00 | 44 Days |
| **JUSTIFICATION:** Time extension is requested due to the delay in receiving City permit, as well as adverse weather conditions that impacted the project schedule. See attached letter for more details | | |
| **TOTALS:** | **$0.00** | **44 Days** |

1.02 ACCEPTANCE BY CONTRACTOR

Contractor agrees to perform change(s) included in this Change Order for the price and time indicated. The prices for changes include all costs associated with this Change Order.

Contractor Signature and Title ____________ Date ____________

1.03 ACCEPTANCE BY THE MONTROSE REDEVELOPMENT AUTHORITY

Karam Qaddo Karam Qaddo 9/9/2026
Construction Manager Date

TIRZ No. 17 ____________ Date ____________

Document 00941
CHANGE ORDER No. 1

PROJECT: Park on Westview Apartments and Building Demolition

## EXECUTIVE SUMMARY

| | | | |
|---|---|---|---|
| 1.01 | CONTRACT PRICE SUMMARY | **DOLLAR AMOUNT** | **PERCENT** |
| A | Original Contract Price | $2,298,807.00 | 100% |
| B | Previous Change Orders | $0.00 | 0.0% |
| C | This Change Order | $0.00 | 0.0% |
| D | Contract Price | $2,298,807.00 | 100.0% |

Date of Commencement of the Work: Monday, February 9, 2026

| | | | |
|---|---|---|---|
| 1.02 | CONTRACT TIME SUMMARY | **DURATION** | **COMPLETION DATE** |
| A | Original Contract Time | 180 Calendar Days | Friday, August 7, 2026 |
| B | Previous Change Orders | 0 Calendar Days | |
| C | This Change Order | 44 Calendar Days | Monday, September 21, 2026 |
| D | Contract Time | 224 Calendar Days | Monday, September 21, 2026 |

END OF DOCUMENT

RNDI COMPANIES, INC.

14518 Hempstead Hwy
Houston, TX 77040
Houston Phone: (713) 928-1697
Corporate Off: (469) 990-9494
San Antonio Phone: (713) 259-9753
Diana@RNDICompanies.com

September 9, 2026

RE: Park on Westview Apartments – Request for Contract Time Extension

Dear Karam:

RNDI Companies, Inc. respectfully requests a forty-four (44) calendar-day extension of Contract Time for the Park on Westview Apartments Site and Building Demolition project. This request is based on unforeseen conditions and delays outside of RNDI's reasonable control that materially affected the planned sequence and progression of the Work.

The most significant impacts were associated with City permitting and an unidentified existing water line. The required permitting process extended approximately two weeks beyond what was reasonably anticipated. Several buildings had previously been issued demolition permits to a different contractor before RNDI received the Notice to Proceed. As a result, those existing permits had to be addressed and permits established under RNDI's name, requiring additional coordination with the City and the previously permitted contractor. RNDI timely pursued the required permits but had no control over the City's processing time or the cooperation required from the prior permit holder. RNDI requests fourteen (14) calendar days for this impact.

During demolition, RNDI also encountered an unidentified existing water line that resulted in significant water leakage within the project limits. Investigation, coordination, isolation, and corrective work were necessary before affected demolition activities could proceed normally. The condition impacted the planned demolition sequence for approximately two to three weeks. RNDI ultimately capped and resolved the condition at no additional cost to the Owner; however, the resulting schedule impact remained outside of RNDI's control. RNDI requests fourteen (14) calendar days for this impact.

The project additionally experienced periods of significant rainfall and resulting saturated site conditions that affected heavy-equipment operations, equipment access, debris hauling, and other exterior demolition activities. These impacts extended beyond the actual rainfall events because additional time was required for the site and access routes to sufficiently dry and stabilize before normal operations could safely resume. RNDI's project records document multiple significant rainfall events and resulting recovery periods during the Work. RNDI requests seven (7) calendar days for heavy rainfall and four (4) calendar days for resulting site recovery.

Rainfall also affected the landfill and recycling facilities utilized for the project. Closures, restricted access, saturated conditions, and the resulting backlog of trucks following reopening reduced disposal capacity and directly affected RNDI's ability to continuously remove demolition debris and maintain the planned demolition sequence. RNDI requests five (5) calendar days for these impacts.

Accordingly, RNDI requests the following adjustment to Contract Time:

RNDI COMPANIES, INC.

14518 Hempstead Hwy
Houston, TX 77040
Houston Phone: (713) 928-1697
Corporate Off: (469) 990-9494
San Antonio Phone: (713) 259-9753
Diana@RNDICompanies.com

| Schedule Impact | Calendar Days |
| --- | --- |
| City permit issuance delay | 14 |
| Unidentified water line / leakage | 14 |
| Heavy rainfall | 7 |
| Post-rain site recovery | 4 |
| Landfill / recycling impacts | 5 |
| Total Requested Extension | 44 |

These events were not simply general reductions in productivity. They affected activities necessary to complete the demolition work and, in several instances, prevented RNDI from proceeding with portions of the critical-path work as originally planned.

RNDI therefore respectfully requests a 44-calendar-day extension of Contract Time and further requests that the assessment and continued accrual of liquidated damages be suspended pending review and determination of the applicable Contract Time extension.

RNDI remains committed to completing the remaining Work as quickly as reasonably possible and appreciates the Owner's consideration of the circumstances affecting the project schedule. Additional dates, correspondence, and supporting documentation can be provided upon request.

Sincerely,

RNDI Companies, Inc.

HRGreen

11750 Katy Freeway | Suite 400
Houston, TX 77079
Main 832-318-8800
TBPE Firm F-11278
HRGREEN.COM

September 10th, 2026

Ms. Ann Givens, Chair of the Board
Memorial City Redevelopment Authority/TIRZ 17
9600 Long Point, Suite 200
Houston, Texas 77055

Re: Park on Westview Apartments and Building Demolition - RNDI Companies, Inc. **Payment No. 07**

Dear Ms. Givens,

RNDI Companies, Inc. (RNDI) has submitted estimate No. 07 in the amount of $98,232.90 for construction services rendered through August 31, 2026. Based on our review, RNDI has complied with all requirements stated in the estimate and we recommend payment of **$98,232.90** to RNDI.

The following billing information is to be used for payment:

RNDI Companies, Inc.
311 East Interstate 30
Rockwall, TX 75087

If you have any questions or require additional information, please feel free to contact me at (832) 318-8803.

Sincerely,

**HR Green, Inc.**

**Karam Qaddo, PE**

Area Manager

Enclosures: RNDI Pay Est. No. 07

| | |
|---|---|
| Estimate No. | 7 |
| Cut off Date | 08/31/26 |
| Estimate Date | 09/10/26 |

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

HRGreen

Project Name : Park on Westview Apartments and Building Demolition
Contractor Name : RNDI Companies, Inc.
Address : 311 East Interstate 30, Rockwall, TX 75087

Contract Date : 1/20/2026
Start Date : 2/9/2026
Current Contract Completion Date : 9/21/2026
Substantial Completion Date :
Percentage By Time : 91.07% In Place : 94.43%
Date Insurance Exp. : 6/14/2026 Drug Policy Due Date: N/A Current M/SBE : 0.00%

**CONTRACT TIME IN CALENDAR DAYS**

| | | |
|---|---|---|
| Original Contract Time | : | 180 |
| Approved Extensions | : | 44 |
| Total Contract Time | : | 224 |
| Days Used to Date | : | 204 |
| Days Remaining to Date | : | 20 |
| Schedule Update Received | : | |

**CONTRACT AMOUNT TO DATE :**

1- Original Contract Amount **$2,298,807.00**

2- Approved Change Orders

| No. | Date | Ext.Days | Amount |
|---|---|---|---|
| 1 | | 44 | |
| | | | |
| | | | |
| | | | |
| | | | |

Total Approved Extentions **44** 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) **$2,298,807.00**

**A. EARNINGS TO DATE** Current Month Billing $103,403.05

| | | | | |
|---|---|---|---|---|
| 1- Work Completed to Date | 94.43% Complete | | **$2,170,807.00** | |
| 2- Material Stored on Site | $0.00 | | | |
| 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** | **$2,170,807.00** |

**B. DEDUCTIONS**

| | | | | | | |
|---|---|---|---|---|---|---|
| 1- Retainage | 5% | Of | $2,170,807.00 | $108,540.35 | | |
| 2- Retainage Release | 0% | Of | $2,170,807.00 | $0.00 | | |
| 3- Total Retainage | | | | | $108,540.35 | |
| 4- Liquidated Damages | | | 0.00 Days @ $5,000.00 | | $0.00 | |
| 5- Assessments | | | | | $0.00 | |
| 6- Inspector Overtime Costs | | | | | $0.00 | |
| | | | | | **TOTAL DEDUCTIONS** | **$108,540.35** |

**C. AMOUNT DUE THIS PERIOD**

| | | |
|---|---|---|
| 1- Total Earnings to Date | $2,170,807.00 | |
| 2- Total Deductions | $108,540.35 | |
| 3- Total Payments Due | | **$2,062,266.65** |
| 4- Less Previous Payments | | **$1,964,033.75** |
| 5- Restoration Adjustment | | **$0.00** |

| | |
|---|---|
| **TOTAL AMOUNT DUE CONTRACTOR THIS DATE** | **$98,232.90** |
| **BALANCE REMAINING** | **$128,000.00** |

Prepared By Karam Qaddo 9/10/2026
Karam Qaddo, P.E. (HRG) Date

Approved By:
TIRZ 17 Date

RNDI

**RNDI Companies, Inc**

## APPLICATION AND CERTIFICATION FOR PAYMENT

*AIA DOCUMENT G702* PAGE 1 OF 2 PAGES

TO OWNER: Memorial City Redevelopment Authority
Attn: Accounts Payable
11750 Katy Freeway Suite 400
Houston, TX 77079

PROJECT: Westview Apartments
10157 Westview Dr
Houston, TX

FROM CONTRACTOR:
RNDI Companies, Inc.
311 E Interstate 30
Rockwall, TX 75087

VIA ARCHITECT:

APPLICATION NO: 7

PERIOD TO: 8/31/2026

CONTRACT FOR: Asbetos Abatement & Demolition
CONTRACT DATE: 1/20/2026
PROJECT NOS: TIR 17

Distribution to:

| | |
|---|---|
| X | OWNER |
| | ARCHITECT |
| | CONTRACTOR |
| | |
| | |

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment as shown below, in conection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

| | | | |
|---|---|---|---|
| 1. | ORIGINAL CONTRACT SUM | $ | 2,298,807.00 |
| 2. | Net change by Change Orders | $ | 0.00 |
| 3. | CONTRACT SUM TO DATE (Line 1 ± 2) | $ | 2,298,807.00 |
| 4. | TOTAL COMPLETED & STORED TO DATE (Column G on G703) | $ | 2,170,807.00 |
| 5. | RETAINAGE | | |
| | a. 5 % of Completed Work (Column D + E on G703) | $ 108,540.35 | |
| | b. ___ % of Stored Material (Column F on G703) | $ 0.00 | |
| | Total Retainage (Lines 5a + 5b or | $ | 108,540.35 |
| 6. | TOTAL EARNED LESS RETANAIGE (Line 4 Less Line 5 Total) | $ | 2,062,266.64 |
| 7. | LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | $ | 1,964,033.74 |
| 8. | CURRENT PAYMENT DUE | $ | **98,232.90** |
| 9. | BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | $ | 236,540.35 |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|---|---|---|
| Total changes approved in previous months by Owner | $0.00 | |
| Total approved this Month | $ -<br>$ - | |
| TOTALS | $0.00 | $0.00 |
| NET CHANGES by Change Order | | $0.00 |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: **RNDI Companies, Inc.**

SHIRLEY M CHRISTENSEN
Notary ID #1114813
My Commission Expires
August 3, 2029

NOTARY PUBLIC STATE OF TEXAS

By: Dane Orm

State of: County of: **Rockwall**
Subscribed and sworn to before me this day September 10, 2026
Notary Public: Shirley M. Christensen
My Commision expires: 8/3/2029

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contact Documents, based on on-site observations and the data comprising the application, the Architect certificates to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED .......... $ 98,232.90

*(Attached explanation if ammount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified)*

ARCHITECT:

By: ______ Date: ______

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and aceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

## CONTINUATION SHEET



AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use column I on Contracts were variable retainage for line items may apply

APPLICATION NO: 7
APPLICATION DATE: 9/10/2026
PERIOD TO: 8/31/2026
ARCHITECTS PROJECT NO: TIRZ 17

| A | B | C | D | E | F | G | | H | I | I |
|---|---|---|---|---|---|---|---|---|---|---|
| ITEM NO | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED FROM PREVIOUS APPLICATION (D + E) | WORK COMPLETED THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G ÷ C) | BALANCE TO FINISH (C - G) | RETAINAGE RELEASED | RETAINAGE WITHELD |
| 1 | Mobilization | $25,000.00 | $ 25,000.00 | $ - | $ - | $ 25,000.00 | 100.00% | $ - | | $ 1,250.00 |
| 2 | Demolition Premits | $9,500.00 | $ 9,500.00 | $ - | | $ 9,500.00 | 100.00% | $ - | | $ 475.00 |
| 3 | Asbestos Abatement Building 1 | $71,739.00 | $ 39,456.45 | $ 32,282.55 | | $ 71,739.00 | 100.00% | $ - | | $ 3,586.95 |
| 4 | Building Demolition 1 | $24,062.00 | | $ 24,062.00 | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 5 | Foundation Removal 1 | $4,000.00 | | | | $ - | 0.00% | $ 4,000.00 | | $ - |
| 6 | Asbestos Abatement Building 2 | $62,239.00 | $ 62,239.00 | $ - | | $ 62,239.00 | 100.00% | $ - | | $ 3,111.95 |
| 7 | Building Demolition 2 | $24,062.00 | | $ 24,062.00 | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 8 | Foundation Removal 2 | $4,000.00 | | | | $ - | 0.00% | $ 4,000.00 | | $ - |
| 9 | Asbestos Abatement Building 3 | $41,739.00 | $ 41,739.00 | $ - | | $ 41,739.00 | 100.00% | $ - | | $ 2,086.95 |
| 10 | Building Demolition 3 | $24,062.00 | $ 24,062.00 | $ - | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 11 | Foundation Removal 3 | $4,000.00 | $ 4,000.00 | $ - | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 12 | Asbestos Abatement Building 4 | $51,739.00 | $ 51,739.00 | $ - | | $ 51,739.00 | 100.00% | $ - | | $ 2,586.95 |
| 13 | Building Demolition 4 | $24,062.00 | $ 24,062.00 | $ - | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 14 | Foundation Removal 4 | $4,000.00 | $ 4,000.00 | $ - | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 15 | Asbestos Abatement Building 5 | $51,739.00 | $ 51,739.00 | $ - | | $ 51,739.00 | 100.00% | $ - | | $ 2,586.95 |
| 16 | Building Demolition 5 | $24,062.00 | $ 18,065.50 | $ 5,996.50 | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 17 | Foundation Removal 5 | $4,000.00 | | | | $ - | 0.00% | $ 4,000.00 | | $ - |
| 18 | Asbestos Abatement Building 6 | $51,739.00 | $ 51,739.00 | $ - | | $ 51,739.00 | 100.00% | $ - | | $ 2,586.95 |
| 19 | Building Demolition 6 | $24,062.00 | $ 24,062.00 | $ - | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 20 | Foundation Removal 6 | $4,000.00 | $ 4,000.00 | $ - | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 21 | Asbestos Abatement Building 7 | $61,739.00 | $ 61,739.00 | $ - | | $ 61,739.00 | 100.00% | $ - | | $ 3,086.95 |
| 22 | Building Demolition 7 | $24,062.00 | $ 24,062.00 | $ - | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 23 | Foundation Removal 7 | $4,000.00 | | $ 4,000.00 | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 24 | Asbestos Abatement Building 8 | $38,500.00 | $ 38,500.00 | $ - | | $ 38,500.00 | 100.00% | $ - | | $ 1,925.00 |
| 25 | Building Demolition 8 | $18,500.00 | $ 18,500.00 | $ - | | $ 18,500.00 | 100.00% | $ - | | $ 925.00 |
| 26 | Foundation Removal 8 | $3,000.00 | | $ 3,000.00 | | $ 3,000.00 | 100.00% | $ - | | $ 150.00 |
| 27 | Asbestos Abatement Building 9 | $51,739.00 | $ 51,739.00 | $ - | | $ 51,739.00 | 100.00% | $ - | | $ 2,586.95 |
| 28 | Building Demolition 9 | $24,062.00 | $ 24,062.00 | $ - | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 29 | Foundation Removal 9 | $4,000.00 | $ 4,000.00 | $ - | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 30 | Asbestos Abatement Building 10 | $69,239.00 | $ 69,239.00 | | | $ 69,239.00 | 100.00% | $ - | | $ 3,461.95 |
| 31 | Building Demolition 10 | $24,062.00 | $ 24,062.00 | | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 32 | Foundation Removal 10 | $4,000.00 | $ 4,000.00 | $ - | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |

| A | B | C | D | E | F | G | | H | I | I |
|---|---|---|---|---|---|---|---|---|---|---|
| ITEM | DESCRIPTION OF WORK | SCHEDULED | WORK COMPLETED | | MATERIALS | TOTAL | % | BALANCE | RETAINAGE | RETAINAGE |
| NO | | VALUE | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | PRESENTLY STORED (NOT IN D OR E) | COMPLETED AND STORED TO DATE (D+E+F) | (G ÷ C) | TO FINISH (C - G) | RELEASED | WITHELD |
| 33 | Asbestos Abatement Building 11 | $32,000.00 | $ 32,000.00 | $ - | | $ 32,000.00 | 100.00% | $ - | | $ 1,600.00 |
| 34 | Building Demolition 11 | $13,886.00 | $ 13,886.00 | | | $ 13,886.00 | 100.00% | $ - | | $ 694.30 |
| 35 | Foundation Removal 11 | $2,500.00 | $ 2,500.00 | | | $ 2,500.00 | 100.00% | $ - | | $ 125.00 |
| 36 | Asbestos Abatement Building 12 | $59,239.00 | $ 59,239.00 | | | $ 59,239.00 | 100.00% | $ - | | $ 2,961.95 |
| 37 | Building Demolition 12 | $24,062.00 | $ 24,062.00 | | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 38 | Foundation Removal 12 | $4,000.00 | $ 4,000.00 | | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 39 | Asbestos Abatement Building 13 | $69,239.00 | $ 69,239.00 | | | $ 69,239.00 | 100.00% | $ - | | $ 3,461.95 |
| 40 | Building Demolition 13 | $24,062.00 | $ 24,062.00 | | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 41 | Foundation Removal 13 | $4,000.00 | $ 4,000.00 | | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 42 | Asbestos Abatement Building 14 | $69,239.00 | $ 69,239.00 | | | $ 69,239.00 | 100.00% | $ - | | $ 3,461.95 |
| 43 | Building Demolition 14 | $24,062.00 | $ 24,062.00 | | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 44 | Foundation Removal 14 | $4,000.00 | $ 4,000.00 | | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 45 | Asbestos Abatement Building 15 | $69,239.00 | $ 69,239.00 | | | $ 69,239.00 | 100.00% | $ - | | $ 3,461.95 |
| 46 | Building Demolition 15 | $24,062.00 | $ 24,062.00 | | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 47 | Foundation Removal 15 | $4,000.00 | $ 4,000.00 | | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 48 | Asbestos Abatement Building 16 | $84,739.00 | $ 84,739.00 | $ - | | $ 84,739.00 | 100.00% | $ - | | $ 4,236.95 |
| 49 | Building Demolition 16 | $24,062.00 | $ 24,062.00 | $ - | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 50 | Foundation Removal 16 | $4,000.00 | $ 4,000.00 | | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 51 | Asbestos Abatement Building 17 | $73,739.00 | $ 73,739.00 | $ - | | $ 73,739.00 | 100.00% | $ - | | $ 3,686.95 |
| 52 | Building Demolition 17 | $24,062.00 | $ 24,062.00 | $ - | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 53 | Foundation Removal 17 | $4,000.00 | $ 4,000.00 | | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 54 | Asbestos Abatement Building 18 | $73,739.00 | $ 73,739.00 | $ - | | $ 73,739.00 | 100.00% | $ - | | $ 3,686.95 |
| 55 | Building Demolition 18 | $24,062.00 | $ 24,062.00 | $ - | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 56 | Foundation Removal 18 | $4,000.00 | $ 4,000.00 | | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 57 | Asbestos Abatement Building 19 | $73,739.00 | $ 73,739.00 | $ - | | $ 73,739.00 | 100.00% | $ - | | $ 3,686.95 |
| 58 | Building Demolition 19 | $24,062.00 | $ 24,062.00 | $ - | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 59 | Foundation Removal 19 | $4,000.00 | $ 4,000.00 | | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 60 | Asbestos Abatement Building 20 | $73,739.00 | $ 73,739.00 | | | $ 73,739.00 | 100.00% | $ - | | $ 3,686.95 |
| 61 | Building Demolition 20 | $24,062.00 | $ 24,062.00 | | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 62 | Foundation Removal 20 | $4,000.00 | $ 4,000.00 | | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 63 | Asbestos Abatement Building 21 | $73,739.00 | $ 73,739.00 | $ - | | $ 73,739.00 | 100.00% | $ - | | $ 3,686.95 |
| 64 | Building Demolition 21 | $24,062.00 | $ 24,062.00 | | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 65 | Foundation Removal 21 | $4,000.00 | $ 4,000.00 | | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 66 | Asbestos Abatement Building 22 | $73,739.00 | $ 73,739.00 | $ - | | $ 73,739.00 | 100.00% | $ - | | $ 3,686.95 |
| 67 | Building Demolition 22 | $24,062.00 | $ 24,062.00 | | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| 68 | Foundation Removal 22 | $4,000.00 | $ 4,000.00 | | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 69 | Asbestos Abatement Building 23 | $73,739.00 | $ 73,739.00 | | | $ 73,739.00 | 100.00% | $ - | | $ 3,686.95 |

| A | B | C | D | E | F | G | | H | I | I |
|---|---|---|---|---|---|---|---|---|---|---|
| ITEM | DESCRIPTION OF WORK | SCHEDULED | WORK COMPLETED | | MATERIALS | TOTAL | % | BALANCE | RETAINAGE | RETAINAGE |
| NO | | VALUE | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | PRESENTLY STORED (NOT IN D OR E) | COMPLETED AND STORED TO DATE (D+E+F) | (G ÷ C) | TO FINISH (C - G) | RELEASED | WITHELD |
| 70 | Building Demolition 23 | $24,062.00 | $ 24,062.00 | | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 71 | Foundation Removal 23 | $4,000.00 | $ 4,000.00 | | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 72 | Driveway/Parking Aeras Demolition | $12,000.00 | $ - | | | $ - | 0.00% | $ 12,000.00 | | $ - |
| 73 | Pool, Deck and Equipment Demo | $3,500.00 | $ 3,500.00 | | | $ 3,500.00 | 100.00% | $ - | | $ 175.00 |
| 74 | Brush Clear & Extra Waste | $9,500.00 | $ 9,500.00 | $ - | | $ 9,500.00 | 100.00% | $ - | | $ 475.00 |
| 75 | Tree Removal | $15,000.00 | $ 15,000.00 | $ - | | $ 15,000.00 | 100.00% | $ - | | $ 750.00 |
| 76 | Untility Disconnect Cut/Cap | $12,000.00 | $ 12,000.00 | $ - | | $ 12,000.00 | 100.00% | $ - | | $ 600.00 |
| 77 | Underground (MEP) Utilies Removal | $11,500.00 | $ - | | | $ - | 0.00% | $ 11,500.00 | | $ - |
| 78 | Sidewalk & Crubs | $3,500.00 | $ 3,500.00 | $ - | | $ 3,500.00 | 100.00% | $ - | | $ 175.00 |
| 79 | Ground Work | $65,000.00 | $ - | | | $ - | 0.00% | $ 65,000.00 | | $ - |
| 80 | SWPPP | $15,600.00 | $ 15,600.00 | | | $ 15,600.00 | 100.00% | $ - | | $ 780.00 |
| 81 | Hydroseeding | $12,500.00 | $ - | | | $ - | 0.00% | $ 12,500.00 | | $ - |
| 82 | Cash Allowance | $25,000.00 | $ - | $ 10,000.00 | | $ 10,000.00 | 40.00% | $ 15,000.00 | | $ - |
| | **GRAND TOTALS** | $2,298,807.00 | $ 2,067,403.95 | $ 103,403.05 | $ - | $ 2,170,807.00 | 94.43% | $ 128,000.00 | $ - | $ 108,040.35 |

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Document 00642

## MONTHLY SUBCONTRACTOR PAYMENT REPORTING FORM

Legal Project Name: Park on Westview Apartments and Building Demolition

Outline Agreement No.:________________ WBS No.: N/A

Contractor's Company Name: RNDI Companies, Inc.

Address: 311 East Interstate 30, Rockwall, TX 75087

## CERTIFICATION

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

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

Subcontractor Name:________________

Street Address:________________

City, State, and Zip Code:________________

Amount of Payment Withheld:________________

Date Payment First Withheld:________________

Description of Good Faith Reason:________________

________________

Subcontractor Name:________________

Street Address:________________

City, State, and Zip Code:________________

Amount of Payment Withheld:________________

Date Payment First Withheld:________________

Description of Good Faith Reason:________________

________________

Diana Cross
(Signature of Contractor's Representative)

DIANA CROSS
(Print or Type Name of Contractor's Representative)

PRESIDENT
Date

RNDI Companies, Inc. (RNDI) has been paid and has received a progress payment in the sum of **$228,249.90** for services, equipment or material furnished to Park on Westview Apartments and Building Demolition project located in Houston, Texas, and does hereby release any mechanic's lien or bond right that undersigned has on the above referenced project to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to the Memorial City Redevelopment Authority/TIRZ 17 through **August 31, 2026** only, and does not cover any retention if any labor, services, equipment or materials furnished after that date. The undersigned warrants that all undisputed amount due to its equipment lessors, suppliers, subcontractors, labor, insurance and taxes applicable to this work have been paid in full through the date set forth and hold the Houston Parks Board against any loss arising from the nonpayment thereof.

Diana Cross
Signature of Contractor Representative

DIANA CROSS
Print of Type Name of Contractor representative

09/10/2026
Date

**SWORN TO AND SUBSCRIBED** before me on:

SHIRLEY M CHRISTENSEN
Notary ID #1114813
My Commission Expires
August 3, 2029

Notary Public in and for the State of Texas

My Commission Expires: 08/03/2029
Expiration Date

Shirley M Christensen
Print of Type Name of Notary Public

## AGENDA MEMORANDUM

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

FROM: Executive Director

SUBJECT: Agenda Item Materials

6. Goodman Corporation Report.

    a. Goodman Corporation Task Order, W-140 Detention, supplemental grant compliance and management services.

    b. Goodman Corporation Task Order ongoing pursuit of funding and application services.

    c. Resolution Supporting Application to US Dept of Transportation for Funding for Memorial Drive Phase 2 project.

**MEMORIAL CITY REDEVELOPMENT AUTHORITY TIRZ NO. 17**
c/o Hawes Hill & Associates LLP
P.O. Box 22167
Houston, TX 77227-2167
713-595-1200 or FAX 281-888-6314

THE GOODMAN CORPORATION

Connecting Capital to Communities Since 1980
TBPE NO. F-19990

Houston + Austin, TX
www.thegoodmancorp.com
Phone: (713) 951-7951

# Memorial City Redevelopment Authority Status Update

As of September 15, 2026

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

- All disbursements complete; grant must remain open until construction close out due to use of Buy America de minimis general waiver.
- EPA follow-up RFIs regarding changes during construction and Buy America material certifications answered.
- Building permit received by Engineer and Contractor has remobilized; new scheduled substantial completion date is 10/21/26.
- Task order provided to accommodate project time extension prior to close out.

## Memorial Drive Phase 1

- Recommend payment of TxDOT invoice for cost reconciliation (total, $1,181,488.60).

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

- Design progressing.
- TGC grant management continues.
- HUD payments #1-5 have been received by Bunker Hill Village.
- Met with Bunker Hill Village and MCRA staff to discuss framework for utilization of remaining grant funds (approximately $1.1M).
- TGC is recommending pursuing a PROTECT grant for approximately $16.3M ($20.3M total project cost).
    - See attached resolution of support and funding (local match) commitment.

## Detention Basin C (Funding Pursuit)

- Continued monitoring of funding opportunities.

## TGC Pursuit of Funding

- See attached task order.

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## Memorial City Redevelopment Authority
## W-140 Detention Basin Improvements Project
## Grant Compliance and Management Supplement

August 2026

The Goodman Corporation (TGC) has assisted the Memorial City Redevelopment Authority (Authority) in the successful pursuit of $3.4M in Environmental Protection Agency (EPA) resources through the State and Tribal Assistance Grant program. TGC has managed the grant and has assisted the Authority in the disbursement of all federal funds associated with the project. However, EPA will not accommodate grant close-out until final completion is reached. The project is being extended by 3 months to reach final completion. TGC is providing this supplement to cover additional services over the remaining 3-month construction duration.

### Task 1 – Construction Phase Compliance & Reporting

**Description:**

Through the remainder of the construction phase TGC will:

- Review monthly submittals for EPA compliance per Buy America Build America requirements.
- Review monthly pay applications and verify accurate project progress along with monthly Davis-Bacon wage rates as provided by prime and subcontractors.
- Monitor and ensure prompt payment of subcontractors (30 days to pay prime, prime has 10 days to pay subcontractors upon receipt of payment, per State of Texas law which is more restrictive than federal law).
- Complete field interviews to validate wage rate compliance on a monthly basis; inspect and verify postings of EPA required signage on a monthly basis; and coordinate with contractor and project team to remedy identified deficiencies.
- Review requests for project related change orders and coordinate with the CM firm to produce an ICE per EPA requirements; review ICE and document for the file; and ensure comparison with a similar format ICE from the general contractor.
- Coordinate with the EPA as necessary/required for final completion and grant close out.

Progress payments will be provided monthly per the table below. Invoices, including progress reports, will be provided each month. The costs within this scope are inclusive of all direct and indirect costs (e.g., travel, overhead, printing).

| Task | Description | Cost |
|---|---|---|
| 1 | Construction Phase Compliance and Reporting | $9,000 |
| | **Total Authorized** | **$9,000** |

**Accepted for Memorial City Redevelopment Authority**

Signature Date

Print

**Accepted for City of Houston, TX**

Signature Date

Print

**Accepted for The Goodman Corporation**

August 26, 2026

Signature Date

Jim Webb, AICP

Print

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# Task Order

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Phone: (713) 951-7951

## Memorial City Redevelopment Authority
## Funding Identification and Pursuit

September 2026

This scope of services will allow TGC to continue to support the Authority in the areas of grant funding identification and pursuit. TGC services have yielded $23,541,200 in state and federal funding support since 2015.

| **Project** | **Amount** |
|---|---|
| Gessner Road Reconstruction | $3,441,600 |
| Memorial Drive Reconstruction | $13,705,600 |
| W-140 Basin Deepening | $3,394,000 |
| Memorial Drive Phase 2 | $3,000,000 |
| **Total** | **$23,541,200** |

### Task 1 – Monitor and Present Funding Opportunities

TGC will actively monitor, review, and synthesize Notices of Funding Opportunity (NOFO) from a variety of regional, state, and federal agencies related to funding programs which the Authority may be interested in pursuing.

Entities and opportunities that TGC will monitor include, but are not limited to:

- Congressionally directed funding opportunities
- Economic Development Administration
- Environmental Protection Agency
- Federal Emergency Management Administration
- Federal Highway Administration, Federal Transit Administration
- General Land Office
- Houston-Galveston Area Council
- National Not for Profits
- Texas Department of Emergency Management
- Texas Department of Transportation
- Texas Parks and Wildlife Department
- Texas Water Development Board

TGC will coordinate with the Authority staff, board, committees, and consultants on projects, project development, and activities to remain engaged on projects and initiatives. This may range from approximately one to three meetings a month, depending on activity and need. TGC will discuss projects, goals, objectives, and other pertinent items with federal, state, regional, and local officials and partners towards funding pursuit as necessary as appropriate.

Finally, TGC will provide a monthly written report to the Authority with information on opportunities and their relevancy to the Authority. TGC will discuss the applicability and relevancy of opportunities with the Authority, staff, and various committees as appropriate. Action on individual opportunities will occur via Task 2.

### Task 2 – Pursuit of Funding

Upon concurrence from the Authority, TGC will develop grant applications and related materials inclusive of project narrative documentation, benefits documentation and related appendices, support documentation (and related coordination), technical reports and related graphics and production support. The cost of each effort will be coordinated with the Authority's designee(s) on the individual level of effort, but a general overview is provided in the table below. The resources made available in this task are those that are initially authorized in this agreement.

TGC will develop grant applications and related materials inclusive of project narrative documentation, benefits documentation and related appendices, support documentation (and related coordination), technical reports and related graphics and production support. The cost of each effort will be coordinated with the Authority on the individual level of effort, but a general overview is provided in the table below.

| Tier Level (Type of Grant, Per Application) | | Approximate Cost Per Application |
|---|---|---|
| **Tier 1** | Grants and opportunities which require a narrative and basic analysis | $12,500 |
| **Tier 2** | Grants which require detailed narrative and a moderate amount of quantitative analysis | $20,500 |
| **Tier 3** | Grants which require detailed narrative, coordination related to application portals, quantitative analysis, and project development | $30,500 |
| **Tier 4** | Grants which require Tier 3 elements along with a more detailed level of analysis and project development. This Tier also requires a higher level of coordination with elected officials and other stakeholders. | $45,500 |
| **Tier 5** | Grants which require Tier 4 elements and a higher level of analysis, project development, and quantified benefits analysis. This Tier is inclusive of the highest level of coordination with elected officials and other stakeholders. | $60,500 |

### Project Schedule

24 months / 2 years

## Project Budget

Task 1 progress payments will be provided monthly per the table below. Task 2 progress payments will be made based on the cost of each individual pursuit of funding effort, as agreed upon prior. Invoices, including progress reports, will be provided each month. The costs within this scope are inclusive of all direct and indirect costs (e.g., travel, overhead, printing).

| Task | Description | Budget |
|---|---|---|
| **1** | Monitor and Present Funding Opportunities ($2,250 monthly) | $54,000 |
| **2** | Pursuit of Funding | $150,000 |
| | **Total Authorized** | **$204,000** |

**Accepted for Memorial City Redevelopment Authority**

Signature Date

Print

**Accepted for City of Houston, TX**

Signature Date

Print

**Accepted for The Goodman Corporation**

August 31, 2026

Signature Date

Jim Webb, AICP

Print

A RESOLUTION SUPPORTING THE MEMORIAL CITY REDEVELOPMENT AUTHORITY'S APPLICATION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, FOR FUNDING UNDER THE PROTECT COMPETITIVE GRANT PROGRAM FOR THE MEMORIAL DRIVE PHASE 2 PROJECT

**WHEREAS**, the United States Department of Transportation, Federal Highway Administration ("FHWA"), has issued a Notice of Funding Opportunity for the Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation ("PROTECT") Competitive Grant Program, including funding for Resilience Improvement Grants designed to improve the ability of existing surface transportation infrastructure to withstand flooding, severe weather, natural disasters, and other changing conditions;

**WHEREAS**, the Memorial City Redevelopment Authority (the "Authority") proposes to submit an application for a PROTECT Resilience Improvement Grant for the Memorial Drive Phase 2 Project, consisting of the segment of Memorial Drive extending from Tallowood Road to the City of Houston municipal boundary near North Tealwood Drive;

**WHEREAS**, Memorial Drive is an important east-west transportation corridor in west Houston and the existing project segment is characterized by aging pavement, open-ditch drainage, recurring ponding during rainfall events, and inadequate drainage infrastructure, creating vulnerabilities to severe rainfall and flooding and affecting the reliability and accessibility of the transportation system;

**WHEREAS**, the Memorial Drive Phase 2 Project will reconstruct the existing roadway and provide significant drainage and resilience improvements, including storm sewer improvements, reinforced concrete boxes, in-line detention and other drainage infrastructure designed to improve stormwater conveyance, reduce roadway flooding, and maintain transportation access during severe weather events;

**WHEREAS**, the Authority is a local government corporation established by the City of Houston to aid, assist, and act on behalf of the City in the performance of governmental and proprietary functions and is authorized to undertake transportation, drainage, and other public infrastructure improvements within its jurisdiction; and

**WHEREAS**, the Board of Directors finds that the Memorial Drive Phase 2 Project advances the purposes of the PROTECT Competitive Grant Program by improving the resilience of an existing surface transportation facility, reducing vulnerability to flooding and severe weather, protecting public infrastructure, and improving the reliability of transportation access in west Houston.

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

**1.** The Board of Directors supports and authorizes the submission of an application to the United States Department of Transportation, Federal Highway Administration, for a **PROTECT Resilience Improvement Grant** for the Memorial Drive Phase 2 Project.

**2.** The Authority commits to providing the required **non-Federal share of at least twenty percent (20%) of the eligible project costs**, or such other non-Federal share as may ultimately be required under the PROTECT Program, and affirms that the necessary local funds will be committed and available as required for implementation of the Project.

**3.** The Board of Directors authorizes the development and submission of the grant application and authorizes the Board Chair, Executive Director, and/or their designees to execute and submit all applications, certifications, assurances, agreements, and other documents necessary or appropriate in connection with the application and, if awarded, administration of the grant.

**DULY PASSED AND APPROVED** by a majority vote of the Board of Directors of the Memorial City Redevelopment Authority on this 22nd day of September 2026.

| | |
|---|---|
| ________________________ | ________________________ |
| Ann T. Givens | Zachary R. Hodges |
| Board Chair | Secretary |

## Agenda Memorandum

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

FROM: Executive Director

SUBJECT: Agenda Item Materials

7. Website:
    a. Master Services Agreement with Busy Bee Creatives for website services.
    b. Busy Bee Creatives Task Order for development and monthly maintenance of website.
    c. Busy Bee Creatives Task Order for ADA Compliance services for website.

busy bee creatives

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**Busy Bee Creatives LLC**
29527 Whitebrush Trace Dr. • Spring, TX 77386
281.658.0741 • BusyBeeCreatives.com

September 4, 2026

To whom it may concern:

First, we would like to thank you for the opportunity to submit our proposal.

Our team has reviewed your organization's requirements and prepared the following detailed proposal. Given our experience and specific expertise in design, usability, programming, SEO, and marketing, we are confident that we can work with you to achieve your goals.

Please note that our proposal includes the following for the site:

- We already secured the domain name ***TIRZ17.org*** for you
- Responsive Design to ensure the site looks great on all devices
- Search Engine Optimization (SEO)
- ADA compliance
- Hosting of your site available with our maintenance plan
- Back-up and security solutions with our maintenance plan

Busy Bee Creatives offers a wide variaty of services and is your single contact point for web design and maintenance, social media management, graphic design, print, and video production. We currently maintain websites of all sizes from single-page sites to a large school district site with over 100 sub-sites for each of its campuses. We take great pride in our response time as well. Most web site requests are completed within 1 hour.

Please let us know if you have any questions. We look forward to working with you!

Kind Regards,

Chris Labod
Design & Development
Chris@BusyBeeCreatives.com

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## 1 Who we are

### The Busy Bee Creatives team:

**Chris Labod**

30 years in graphic design, 25 years in web design

Worked for several major advertising agencies in Germany with clients like R.J. Reynolds Tobacco Company, Rothschild Winery, and several government entities. Built desktop publishing departments for two of those agencies from the ground up. Also spearheaded multi-media projects and finally Web development for those agencies.

Moved to the U.S. in 1999, after being self-employed for several years in Germany.

Currently builds and maintains websites for a diverse group of clients like 10 management districts in the Houston area, a neurologist, a plastic surgeon, a tattoo shop, sports club, and an education foundation. Also coordinated the implementation of a new website system. Currently maintains a award-winning website and content management system for a large school district with over 80 campus websites.

**Letica Fehling**

30 years in public relations and communications

Started out as recruiter for a public university (or state institution), but quickly transitioned into public relations and communications.

Created a social media presence for Aldine ISD and grew the number of followers on both Twitter and Facebook to 16,000 within the first years.

Provides written award-winning content for websites, industry trade magazines, press releases, talking points, speeches, media statements, and feature articles.

Serves as a key spokesperson and media contact for an organization.

Directs and oversees communications programs that effectively describe and promote the organization and its products.

Suggests promotional campaign ideas in various types of media, as well as counsels top management on effective communication strategies.

Uses imagery (i.e. takes/edits photographs, short videos) for brand-driven storytelling.

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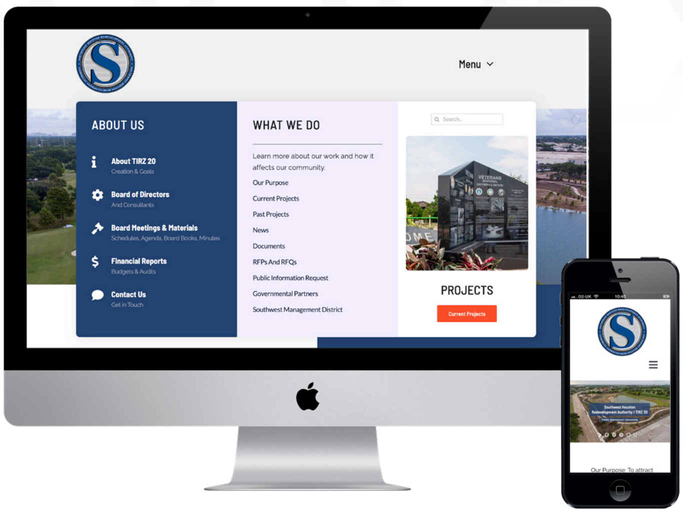
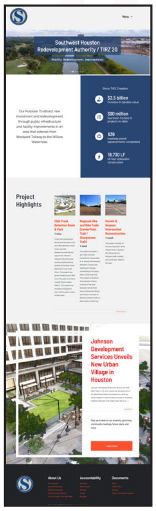
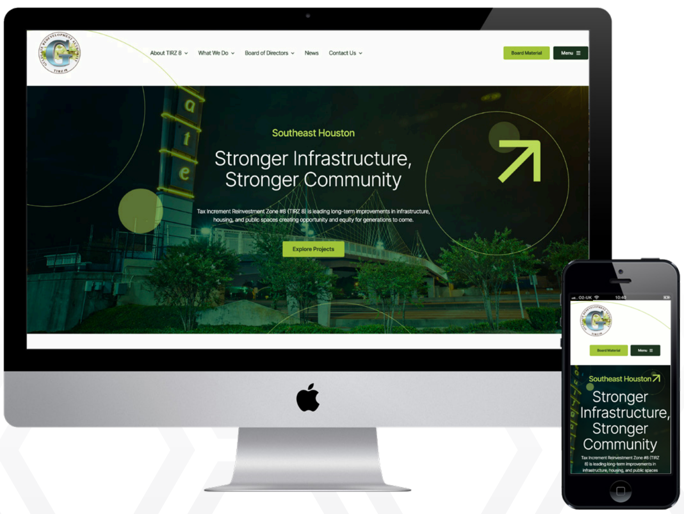
# Examples of our work

## TIRZ20.com **TIRZ #20**




## TIRZ1.org **TIRZ #1**

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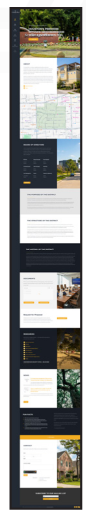
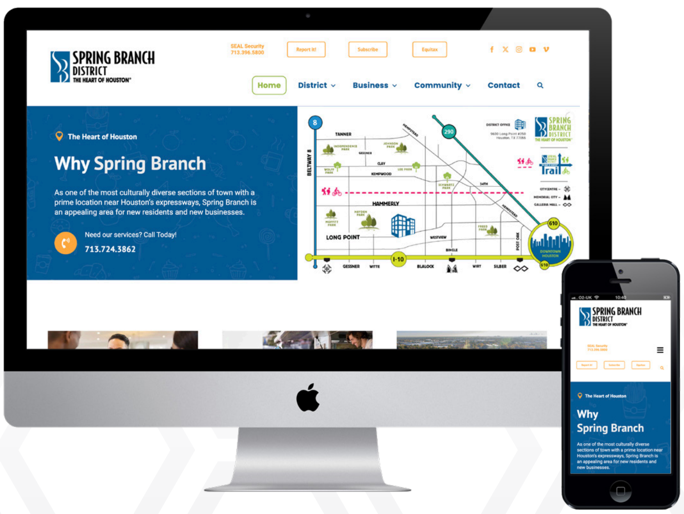
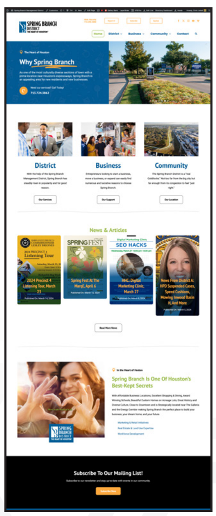
# Examples of our work

## SGPMD.org **St George Place Managment District**

## SBMD.org **Spring Branch Management District**



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# Examples of our work

## 5CornersDistrict.org **Five Corners Management District**


## AldineISD.org **Aldine Independent School District**


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# Examples of our work

## We also built and maintain the following sites...

**TIRZ1.org** – Saint George Place Redevelopment Authority
**TIRZ8.org** – Gulfgate Redevelopment Authority
**TIRZ9.org** – South Post Oak Redevelopment Authority
**TIRZ12.org** – City Park Redevelopment Authority
**TIRZ20.com** – Southwest Houston Redevelopment Authority
**TIRZ22.org** – Leland Woods Redevelopment Authority
**TIRZ23.org** – Harrisburg Redevelopment Authority

**BraysOaksMD.org** – Brays Oaks Management District
**AldineDistrict.org** – East Aldine Management District
**HoustonSE.org** – Houston Southeast
**IMDHouston.org** – International Management District
**SBMD.org** – Spring Branch Management District
**StGeorgePlace.org** – St. George Place Management District
**SouthwestManagementDistrict.org** – Southwest Management District
**WestwoodSubdivision.com** – Westwood Management District

**AldineISD.org** - Aldine Independent School District
**AldineSwag.com** – Online Store for Aldine ISD Employees

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# Project Proposal for TIRZ 17

## 2 Work Proposal

Our goal is to develop a website for your organization that addresses the right target groups, represents your organization through a well designed site that is easy to use by visitors as well as content providers within your organization. The new site should support your mission and reflect the community TIRZ 17 will serve.

If given the opportunity we will work with you to create the following:

**Website**

We will setup a staging site that we use to develop your new site. Once completed, tested, and approved by you, we will migrate the site to your domain TIRZ17.org.

- Custom design of the site to reflect your organization's character, supports your mission, and provides a uniform, cohesive look and feel
- At the same time, we will keep the design flexible to allow for future additions and changes to the site
- An optimized content and menu structure to improve user experience
- Focus on photographs and imagery to showcase the district's services
- Focus on accessibility for both end user and content providers
- Cross-platform and browser testing

**Website Maintenance**

Our maintenance plan makes your live easier. We take care of:

- Hosting on VPS Cloud Server with SSD Drive
- Daily security scans of the site to prevent malware and hacking of the site
- Daily back-ups
- Any updates of the content of the site
  Any addition or changes to the menu or site structure
- Any updates of the content management system (WordPress) and all plugins

**Optional Services**

- Social Media Management (Facebook, Twitter, Instagram)
- Graphic Design – Print (newsletters, postcards, brochures, invitations, flyers, billboards)

To extend our services we network with our partners. We have worked with them for more than 10 years.

- Promotional items
- Videography
- Photography

# Project Proposal for TIRZ 17

## 3 Price Proposal

### Website Development for WordPress CMS — $1,750

*The price is based on the assumption that text and images for the site will be provided by the client. The website is a turn-key solution, ready to use, no hidden cost, no additional fees.*

**Functionality**
- Responsive Design
  (so site looks great on any device, no need for separate mobile site)
- Sitewide search function
- Content mangemant system to provide site owner with the ability to:
  - post news
  - perform minor updates of pages
  - add and change graphics
- User-friendly, intuitive file management system for board and other district PDF documents

**Integration with / link to:**
- Facebook
- Twitter
- LinkedIn
- Mailchimp

**Features**
- Home Page includes:
  slider, call-out boxes, upcoming events list, section for latest posts, sign-up field for mailing list, etc.
- Forms that might be needed
  (for example a contact form)
- ADA compliance

**Development**
- Hosting of the new site during the development phase
- Deployment of the new site once ready to launch
- Migration of content from old site

### Maintenance Plan for Website and eMail Database — $350 / month

**Website Maintenance**
- Hosting of the new site
- Daily backup schedule
- Daily security scans of the site to prevent malware and hacking of the site
- Update of plug-ins and CMS core system
- Assistance with site content and posts (calendar, board materials, blog, project updates, etc)
- Setup of new pages as needed

**Mass eMail based on new posts on website**
- Setup and maintenance of email database (you provide the contact emails, we take care of the rest)
- Branded emails for board and committee meetings
- Detailed campaign reports available on request

### ADA Compliance for PDFs — varies

*We offer several solutions to convert your board material into ADA compliant documents. The cost is dependend on which option you choose and is charged per page. We would be happy to provide are more detailed proposal if requested.*

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# Project Proposal for TIRZ 17

## 4 References

| AldineDistrict.org | HoustonSE.org | AldineISD.org |
|---|---|---|
| East Aldine District<br>2909 East Aldine Amphitheatre Dr., Suite 200<br>Houston, TX 77039 | Houston Southeast<br>5445 Almeda Road, Suite 503<br>Houston, TX 77004 | Aldine ISD<br>2520 W.W. Thorne Dr.<br>Houston, TX 77073 |
| **Contact:**<br>Richard Cantú<br>Executive Director<br>713.595.1220<br>RCantu@HawesHill.com | **Contact:**<br>Oletha Miller Jacobs<br>Managing Director of District Administration, Services & Improvements<br>713.942.0500<br>OJacobs@HawesHill.com | **Contact:**<br>Abel Garza<br>Asst. Superintendent of Govermental and Community Relations<br>281.985.3783<br>AGarza2@AldineISD.org |

**SERVICE AGREEMENT**

This Service Agreement (this "Agreement") is entered into on August 20, 2026, by and between Memorial City Redevelopment Authority (the "Authority"), and Busy Bee Creatives, LLC (the "Consultant").

RECITALS

WHEREAS, the Authority has determined it is in the Authority's best interest to engage a professional service provider for the services described herein; and

WHEREAS, the Parties have read and understood the terms and provisions set forth in this Agreement and have been afforded a reasonable opportunity to review this Agreement with their respective legal counsel;

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants, obligations and benefits herein contained, the Authority and Consultant agree as follows:

SECTION I.
SERVICES

Section 1.01. Services. Consultant shall perform services (the "Services") for the Authority as authorized from time to time by written task orders ("Task Orders") approved by Authority's Board of Directors (the "Board"), and Consultant shall be compensated for such Services as approved by the Board. Consultant may not deviate from approved Services without the prior written consent of the Board. Task Orders shall be evidenced by a written proposal or service order, which shall include the Services to be performed, the location, and the fees. Currently approved Task Orders are attached hereto as **Exhibit A**. Nevertheless, all proposals or service orders of the Consultant that are approved by the Board are governed by the terms of this Agreement even if such proposal or service order does not expressly reference or is not attached to this Agreement. Any additional Task Order shall be approved by the Board and added as another exhibit to this Agreement, signed and dated by Authority and Consultant. The exhibits added shall be sequenced in alphabetical order beginning with **Exhibit B** and shall be dated when approved by the Board. All fees described in the Task Orders shall include charges for labor, materials, insurance, equipment and any other items required to perform the work in the Services. The terms of this Agreement shall supersede any standard or preprinted terms appearing on the face or reverse side of any Task Order, and the Services authorized by each Task Order shall be subject to the terms and conditions of this Agreement.

SECTION II.
COMPENSATION

Section 2.01. Payment for Services. Consultant shall submit a detailed monthly invoice (together with any back-up documentation requested by the Authority) indicating the Services performed for that month under the terms of this Agreement. Consultant shall submit detailed invoices to the Authority:

MEMORIAL CITY REDEVELOPMENT AUTHORITY
c/o Hawes Hill & Associates LLC
P.O. Box 22167
Houston, TX 77227-2167

Attn: Linda Clayton lclayton@haweshill.com

Payment shall be made within forty-five (45) days of the approval of Consultant's invoice by the Authority. Interest shall not be paid on service invoices.

Consultant agrees that upon completion of the work called for hereunder, it will furnish the Authority with proof, satisfactory to the Authority, that all labor, material and equipment for which Consultant has been paid, have been satisfied and paid, unless the Authority waives such proof. Upon furnishing such proof, or waiver thereof, the amount billed by Consultant will be reviewed by the Authority for approval and all undisputed amounts shall be paid to Consultant in accordance with this Section.

SECTION III.
GENERAL CONDITIONS

Section 3.01. Consultant's Duties. Consultant covenants with the Authority to furnish its best skill and judgment in performing the Services for the Authority. Consultant agrees to furnish efficient business administration and superintendence and to use its best efforts to furnish at all times an adequate supply of workmen, materials and equipment and to perform the Services in the most expeditious and economical manner. Consultant agrees to exercise reasonable diligence in performing the Services, using the degree of care and skill that a prudent person in the same or similar profession would use.

Section 3.02. Relationship of Authority and Consultant. Consultant has been retained by the Authority for the sole purpose and to the extent set forth in this Agreement. It is understood and agreed that all work so done by Consultant shall meet with Authority approval, but that the detailed manner and method of performing the Services shall be under the control of Consultant. Consultant's relationship to the Authority during the term of this Agreement is that of an independent Consultant. The relationship between the Authority and Consultant is not exclusive.

Section 3.03. Indemnification.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONSULTANT, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES, AND AGENTS, FROM EVERY LOSS, DAMAGE, INJURY, COST, EXPENSE, CLAIM, JUDGMENT, OR LIABILITY OF EVERY KIND OR CHARACTER (INCLUDING SPECIFICALLY ATTORNEYS' FEES, COURT COSTS AND OTHER EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION), WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHICH ARISES DIRECTLY OR INDIRECTLY FROM THE CONSULTANT'S WILLFUL,

INTENTIONAL, RECKLESS OR NEGLIGENT (WHETHER ACTIVE, PASSIVE, OR GROSS) ACTS OR OMISSIONS RELATED TO OR ARISING FROM THIS AGREEMENT. THIS INDEMNITY AND HOLD HARMLESS PROVISION WILL APPLY WHETHER SUCH ACTS OR OMISSIONS ARE CONDUCTED BY THE CONSULTANT OR ANY SUBCONSULTANT OR AGENT OF THE CONSULTANT.

THIS INDEMNITY AGREEMENT IS INTENDED TO MEET THE TEXAS "EXPRESS NEGLIGENCE RULE" BECAUSE CONSULTANT AGREES THAT IT APPLIES AND IS ENFORCEABLE EVEN AS TO LOSSES, DAMAGES, INJURIES, EXPENSES, CLAIMS, CAUSES OF ACTION, JUDGMENTS OR LIABILITIES JOINTLY OR CONCURRENTLY CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF THE AUTHORITY. THE TERM "FAULT" IN THE PREVIOUS SENTENCE INCLUDES THE VIOLATION OR BREACH BY THE AUTHORITY OF ANY COMMON LAW DUTY, ANY TERM OF THIS AGREEMENT, OR ANY STATUTE OR REGULATION.

THIS INDEMNIFICATION OBLIGATION IS IN ADDITION TO ALL OTHER LEGAL, EQUITABLE, OR INDEMNIFICATION REMEDIES AVAILABLE TO THE AUTHORITY. THIS INDEMNIFICATION OBLIGATION SURVIVES THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

CONSULTANT DOES HEREBY WAIVE, RELEASE AND FOREVER RELINQUISH AND DISCHARGE THE AUTHORITY FROM ALL OF CONSULTANT'S CAUSES OF ACTION ARISING FROM BODILY INJURY OR DEATH OR DAMAGE TO ANY PROPERTY ARISING OUT OF THE WORK, REGARDLESS OF WHETHER THE INJURY OR DAMAGE IS CAUSED IN FULL OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF THE AUTHORITY.

Section 3.04. Term and Termination. Either party may terminate this Agreement at any time, without cause, upon thirty (30) days written notice to the other party. Consultant shall not be entitled to any payment or further payment other than for work performed or material, equipment, or supplies furnished prior to such termination. The Authority does not waive any other remedy allowed under Texas law.

Section 3.05. Agreement Controls. To the extent that there is any inconsistency between the provisions of this Agreement and any attachments or exhibits hereto, the terms of this Agreement shall control.

Section 3.06. Regulatory Requirements. All work will be done in strict compliance with all applicable city, county, state and federal rules, regulations and laws and any codes which may apply to the Services being provided. Consultant will obtain all permits and licenses required to perform the Services and will be responsible for securing inspections and approvals of its work from any authority having jurisdiction over Consultant's Services.

Section 3.07. Safety and Health Standards. Consultant shall observe and comply with all applicable federal, state and local health and safety laws and regulations.

Section 3.08. Inspection. The Authority and its duly authorized representatives shall have the right to inspect all Services being performed hereunder at any time. Consultant agrees to maintain adequate books, payrolls and records satisfactory to the Authority in connection with any and all Services performed hereunder and to maintain such books, payrolls and records for at least four years. The Authority and its duly authorized representatives shall have the right to audit such books, payrolls and records at any reasonable time or times.

Section 3.09. Warranty. In addition to other common law and statutory warranties, whether implied or express, Consultant's warranty applies to materials, parts, labor and workmanship for one (1) year from the date of completion of the Service. Consultant shall transfer all manufacturers' warranties to the Authority.

Section 3.10. Assignability. Consultant shall not assign its rights or obligations or any sum that may accrue to it hereunder without the written consent of the Authority, which shall be granted or denied in the Authority's sole discretion.

Section 3.11. Modifications. This Agreement shall be subject to amendment, change or modification only with the prior mutual written consent of the Authority and Consultant, except to add any future exhibits pursuant to Section 1.01.

Section 3.12. Force Majeure. In the event either party to this Agreement is rendered unable, wholly or in part, by force majeure including an act of God; strikes; lockouts, or other industrial disturbances; acts of the public enemy; orders of any kind of government of the United States or the State of Texas or any civil or military authority (other than a party to this Agreement); insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; droughts; arrests; civil disturbances; explosions; or other inability similar to those enumerated; to carry out its obligations under this Agreement, it is agreed that party shall give written notice of such act to the other party as soon as possible after the occurrence of the cause relied on and shall, thereafter, be relieved of its obligations, so far as they are affected by such act, during the continuance of any inability so caused, but for no longer.

Section 3.13. Agreement Subject to Applicable Law. This Agreement and the obligations of the Parties hereunder are subject to all rules, regulations and laws which may be applicable by the United States, the State of Texas or any other regulatory agency having jurisdiction.

Section 3.14. Governing Law. This Agreement is governed in accordance with the laws of the State of Texas and shall be enforceable exclusively in the state court in the county in which the Authority is located.

Section 3.15. Waiver. No waiver or waivers of any breach or default by a party hereto of any term, covenant or condition or liability hereunder of performance by the other party of any duty or obligation hereunder will be deemed a waiver thereof in the future, nor will any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances.

Section 3.16. Intended Beneficiaries. This Agreement is for the sole and exclusive benefit of the Authority and Consultant and will not be construed to confer any benefit upon any other party.

Section 3.17. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances will not be affected hereby.

Section 3.18. Compliance with Texas Tax Code. Consultant hereby certifies that Consultant is not delinquent in a tax owed the State of Texas under Chapter 171, Texas Tax Code.

Section 3.19. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations. For purposes of compliance with Section 2252.152, Texas Government Code, as amended, Consultant hereby represents and warrants that, at the time of this Agreement, neither Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201, Texas Government Code.

Section 3.20. Form 1295. Consultant will provide a completed and notarized Form 1295 generated by the Texas Ethics Commission's electronic filing application in accordance with the provisions of Section 2252.908, Texas Government Code, as amended, and the rules promulgated by the Texas Ethics Commission ("*Form 1295*"), in connection with entry into this Agreement. Upon receipt of Consultant's Form 1295, the Authority agrees to acknowledge Consultant's Form 1295 through its electronic filing application. The Authority and Consultant understand and agree that, with the exception of information identifying Consultant and the contract identification number, the Authority is not responsible for the information contained in Consultant's Form 1295 and the Authority has not verified such information.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date set forth on the first page hereof.

MEMORIAL CITY
REDEVELOPMENT AUTHORITY

By: ____________________________

Name: Ann T. Givens

Title: Chair, Board of Directors

BUSY BEE CREATIVES, LLC

By: Ch. Labod

Name: Chris Labod

Title: Owner

Accepted by:

CITY OF HOUSTON, TEXAS

By: ________________________________
Gwendolyn Tillotsen-Bell
Chief Economic Development Officer
Date: ___________

# Task Order No. 1 – Memorial City RDA/RZ17

## 2 Work Proposal

Our goal is to develop a website for your organization that addresses the right target groups, represents your organization through a well designed site that is easy to use by visitors as well as content providers within your organization. The new site should support your mission and reflect the community TIRZ 17 will serve.

If given the opportunity we will work with you to create the following:

### Website

We will setup a staging site that we use to develop your new site. Once completed, tested, and approved by you, we will migrate the site to your domain TIRZ17.org.

- Custom design of the site to reflect your organization's character, supports your mission, and provides a uniform, cohesive look and feel
- At the same time, we will keep the design flexible to allow for future additions and changes to the site
- An optimized content and menu structure to improve user experience
- Focus on photographs and imagery to showcase the district's services
- Focus on accessibility for both end user and content providers
- Cross-platform and browser testing

### Website Maintenance

Our maintenance plan makes your live easier. We take care of:

- Hosting on VPS Cloud Server with SSD Drive
- Daily security scans of the site to prevent malware and hacking of the site
- Daily back-ups
- Any updates of the content of the site
  Any addition or changes to the menu or site structure
- Any updates of the content management system (WordPress) and all plugins

### Optional Services

- Social Media Management (Facebook, Twitter, Instagram)
- Graphic Design – Print (newsletters, postcards, brochures, invitations, flyers, billboards)

To extend our services we network with our partners. We have worked with them for more than 10 years.

- Promotional items
- Videography
- Photography

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# Project Proposal for TIRZ 17

## 3 Price Proposal

### Website Development for WordPress CMS — $1,750

*The price is based on the assumption that text and images for the site will be provided by the client. The website is a turn-key solution, ready to use, no hidden cost, no additional fees.*

**Functionality**
- Responsive Design
  (so site looks great on any device, no need for separate mobile site)
- Sitewide search function
- Content mangemant system to provide site owner with the ability to:
  - post news
  - perform minor updates of pages
  - add and change graphics
- User-friendly, intuitive file management system for board and other district PDF documents

**Integration with / link to:**
- Facebook
- Twitter
- LinkedIn
- Mailchimp

**Features**
- Home Page includes:
  slider, call-out boxes, upcoming events list, section for latest posts, sign-up field for mailing list, etc.
- Forms that might be needed
  (for example a contact form)
- ADA compliance

**Development**
- Hosting of the new site during the development phase
- Deployment of the new site once ready to launch
- Migration of content from old site

### Maintenance Plan for Website and eMail Database — $350 / month

**Website Maintenance**
- Hosting of the new site
- Daily backup schedule
- Daily security scans of the site to prevent malware and hacking of the site
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- Setup of new pages as needed

**Mass eMail based on new posts on website**
- Setup and maintenance of email database (you provide the contact emails, we take care of the rest)
- Branded emails for board and committee meetings
- Detailed campaign reports available on request

### ADA Compliance for PDFs — varies

*We offer several solutions to convert your board material into ADA compliant documents. The cost is dependend on which option you choose and is charged per page. We would be happy to provide are more detailed proposal if requested.*

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Chris Labod
Owener
Busy Bee Creatives, LLC

| | |
|---|---|
| APPROVED:<br>Memorial City Redevelopment Authority | CITY OF HOUSTON |
| By: ______________________<br>Chair | By: ______________________<br>Gwendolyn Tillotson-Bell<br>Chief Economic Development Officer |

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**Busy Bee Creatives LLC**
29527 Whitebrush Trace Dr. • Spring, TX 77386
281.658.0741 • BusyBeeCreatives.com

# Task Order under Master Services Agreement
## ADA Web Accessibility Compliance

September 8, 2026

Memorial City Redevelopment Authority:

The U.S. Department of Justice has confirmed that websites are subject to the Americans with Disabilities Act (ADA) and recommends WCAG 2.1 Level AA as the compliance standard. Busy Bee Creatives recommends implementing ***accessWidget by accessiBe*** on your website to address these obligations and ensure your site is welcoming to all visitors.

**What's Included**

- ***AI-powered daily scanning and remediation*** – accessWidget automatically identifies and fixes accessibility issues every 24 hours, including keyboard navigation, screen reader support, image alt text, ARIA attributes, and more
- ***User accessibility profiles*** – visitors can activate modes tailored to their needs: vision impairment, seizure-safe, ADHD-friendly, screen reader, and others
- ***Accessibility statement*** – a generated compliance statement for your records, demonstrating your organization's commitment to inclusion
- ***Monthly audit reports*** – ongoing documentation of your site's accessibility status
- ***Litigation support*** – accessiBe provides a litigation support package and a $15,000 pledge in the event of a demand letter or lawsuit
- ***Setup and configuration*** by Busy Bee Creatives, including branding customization and verification of initial remediation

Results are active within **48 hours** of installation. The widget is lightweight, does not affect site performance, and integrates directly with WordPress.

**A Note on Scope**

accessWidget remediates the vast majority of WCAG-required issues automatically. Two areas require separate attention and are not covered by this solution: ***video captions*** and ***PDF accessibility***. We will flag any known issues on your site at the time of setup.

**Investment**

**ADA compliance solution – annual $500/year**

Includes accessiBe license, setup, configuration, and ongoing automated compliance monitoring.

Kind Regards,

Chris Labod
Design & Development
Chris@BusyBeeCreatives.com

| | |
|---|---|
| APPROVED:<br>Memorial City Redevelopment Authority | CITY OF HOUSTON |
| By: ______________________<br>Chair | By: ______________________<br>Gwendolyn Tillotson-Bell<br>Chief Economic Development Officer |

## AGENDA MEMORANDUM

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

FROM: Executive Director

SUBJECT: Agenda Item Materials

8. Receive Bookkeeper's Report; and approve payment of invoices.

# Memorial City Redevelopment Authority / TIRZ No. 17
# Cash Management Report
**August 31, 2026**

**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, 2027**

## Summary

| Current Activity | General Operating Fund | Capital Projects Fund | Debt Service Fund | Total |
|---|---|---|---|---|
| Beginning Balance | 44,321,548.06 | 1,712,637.75 | 8,811,892.78 | 54,846,078.59 |
| Revenue | 443,533.98 | 4,975.56 | 27,325.80 | 475,835.34 |
| Expenditures | 3,371,654.12 | 308,370.47 | 7,722,693.75 | 11,402,718.34 |
| Ending Balance | 41,393,427.92 | 1,409,242.84 | 1,116,524.83 | 43,919,195.59 |

## NOTES:

Debt Service Payments due in Fiscal Year End 2027:

| Date | Series | Principal | Interest | Total |
|---|---|---|---|---|
| 9/1/2026 | 2016R | 3,270,000.00 | 46,693.75 | 3,316,693.75 |
| 9/1/2026 | 2019 | 3,285,000.00 | 417,750.00 | 3,702,750.00 |
| 9/1/2026 | 2025 | | 702,500.00 | 702,500.00 |
| 3/1/2027 | 2016R | | 7,290.25 | 7,290.25 |
| 3/1/2027 | 2019 | | 335,625.00 | 335,625.00 |
| 3/1/2027 | 2025 | | 702,500.00 | 702,500.00 |
| | | | **Total FYE 2027** | **8,767,359.00** |

# General Operating Fund

| | | |
|---|---|---|
| **BEGINNING BALANCE:** | | **44,321,548.06** |
| **REVENUE:** | | |
| Checking Interest - Wells Fargo | 508.49 | |
| Texpool Interest | 134,587.85 | |
| Wells Fargo/TexSTAR (Surplus Funds) Interest | 67.17 | |
| Due from CPF Series 2025 | 308,370.47 | |
| Voided Check(s) | 0.00 | |
| Total Revenue: | | **443,533.98** |
| **DISBURSEMENTS:** | | |
| Checks Presented At Last Meeting | 3,370,820.02 | |
| Checks Written at/after Last Meeting | 0.00 | |
| Transferred to DSF | 750.00 | |
| Bank Fees | 84.10 | |
| Total Expenditures | | **3,371,654.12** |
| **Ending Balance:** | | **41,393,427.92** |

**Location of Assets:**

| Institution | Investment Number | Interest Rate | |
|---|---|---|---|
| Wells Fargo Checking | *5490 | 0.4800 | 20,141.79 |
| TexPool | *0001 | 3.6900 | 41,350,765.51 |
| Wells Fargo/TexSTAR | TexSTAR Surplus Funds | 3.6916 | 22,520.62 |
| | | **Total** | **41,393,427.92** |

August 31, 2026

# Memorial City Redevelopment Authority
## Checks Presented
### September 22, 2026

| Num | Name | Description | Amount |
|---|---|---|---|
| 3814 | Allen Boone Humphries Robinson LLP | Legal Fees | -2,057.50 |
| 3815 | Equi-Tax, Inc | Tax Assessor/Collector | -400.00 |
| 3816 | ETI Bookkeeping Services | Bookkeeping Fee | -1,269.53 |
| 3817 | Hawes Hill & Associates | Professional Consultant | -11,750.00 |
| 3818 | The Goodman Corporation Inc | Consultant Fee | -2,000.00 |
| 3819 | HR Green | Engineering - Capital Projects | -123,767.96 |
| 3820 | RNDI Companies, Inc. | Demolition - Capital Projects | -98,232.90 |
| 3821 | Texas Department of Transportation | Memorial Dr Drain & Mobility 1 - Capital Projects | -1,181,488.60 |
| 3822 | The Goodman Corporation Inc | Consultant Fee - Capital Projects | -2,604.99 |
| **Total** | | | **-1,423,571.48** |

# Capital Projects Fund

| | | |
|---|---|---|
| **BEGINNING BALANCE** | | **1,712,637.75** |
| **REVENUE** | | |
| Bond Proceeds | 0.00 | |
| TexPool Interest | 4,975.56 | |
| Voided Check(s) | 0.00 | |
| Total Revenue | | **4,975.56** |
| **EXPENDITURES** | | |
| Transfer to GOF | 308,370.47 | |
| Bank Fees | 0.00 | |
| Total Expenditures | | **308,370.47** |
| **ENDING BALANCE** | | **1,409,242.84** |

**Location of Assets:**

| Institution | Investment Number | Interest Rate | Current Balance |
|---|---|---|---|
| TexPool | *0002 | 3.6900 | 1,409,242.84 |
| | | **Total** | **1,409,242.84** |

# Debt Service Fund

| | | |
|---|---|---|
| **BEGINNING BALANCE** | | **8,811,892.78** |
| **REVENUE** | | |
| TexPool DSF Interest | 12.25 | |
| Transferred from GOF | 750.00 | |
| Wells Fargo/TexSTAR (2008 DSF) Interest | 26,530.46 | |
| Wells Fargo/TexSTAR (2008 Pled Rev) Interest | 33.09 | |
| Total Revenue | | **27,325.80** |
| **EXPENDITURES** | | |
| 2008 Debt Service Interest Payment | 1,166,943.75 | |
| 2008 Debt Service Principal Payment | 6,555,000.00 | |
| Trustee Fee | 0.00 | |
| Paying Agent Fee | 750.00 | |
| Total Expenditures | | **7,722,693.75** |
| **ENDING BALANCE** | | **1,116,524.83** |

**Location of Assets:**

| Institution | Investment Number | Interest Rate | Current Balance |
|---|---|---|---|
| Wells Fargo *4601 | TexSTAR 2008 DSF | 3.6916 | 1,101,903.97 |
| Wells Fargo *4600 | TexSTAR 2008 Pledged Rev | 3.6916 | 10,688.29 |
| TexPool | *0004 | 3.6900 | 3,932.57 |
| | | **Total** | **1,116,524.83** |

# Memorial City Redevelopment Authority
# Investment Report
**August 31, 2026**

## SCHEDULE OF INVESTMENTS

### Investment Pools

| Fund | Location Of Assets | Interest Rate | Beginning Balance Market | Beginning Balance N.A.V. | Beginning Balance Book | Interest Earned | Deposits or (Withdrawals) | Ending Balance Market | Ending Balance N.A.V. | Ending Balance Book |
|---|---|---|---|---|---|---|---|---|---|---|
| GOF | TexPool | 3.6900 | 44,269,508.64 | 0.99979 | 44,278,807.19 | 134,587.85 | (3,062,629.53) | 41,342,495.36 | 0.99980 | 41,350,765.51 |
| DSF | TexPool | 3.6900 | 3,919.50 | 0.99979 | 3,920.32 | 12.25 | 0.00 | 3,931.78 | 0.99980 | 3,932.57 |
| GOF | Wells Fargo/ TexStar | 3.6916 | 23,200.48 | 0.99987 | 23,203.45 | 508.49 | (1,191.32) | 22,517.78 | 0.99987 | 22,520.62 |
| CPF | TexPool | 3.6900 | 1,712,278.10 | 0.99979 | 1,712,637.75 | 4,975.56 | -308,370.47 | 1,408,960.99 | 0.99980 | 1,409,242.84 |
| DSF | Wells Fargo/ TexStar DSF | 3.6916 | 8,796,191.20 | 0.99987 | 8,797,317.26 | 26,530.46 | (7,721,943.75) | 1,101,765.13 | 0.99987 | 1,101,903.97 |
| DSF | Wells Fargo/ TexStar PI Rev | 3.6916 | 10,653.84 | 0.99987 | 10,655.20 | 33.09 | 0.00 | 10,686.94 | 0.99987 | 10,688.29 |

### Demand Accounts

| Fund | Location Of Assets | Interest Rate | Purchase Date | Beginning Balance | Interest Earned | Deposits or (Withdrawals) | Ending Balance |
|---|---|---|---|---|---|---|---|
| GOF | Wells Fargo | 0.48 | 6/8/2015 | 19,537.42 | 508.49 | 95.88 | 20,141.79 |

### Collateral Pledged In Addition to FDIC

| Depository Institution | Total Funds On Deposit | Custodial Institution | Securities Pledged | Collateral Description | Par Value | Market Value |
|---|---|---|---|---|---|---|
| Wells Fargo | 20,141.79 | BNYM | 3,955,798 | FN FA2496 | 3,608,196 | 3,298,362 |

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 | 5/22/2026 |

# Memorial City Redevelopment Authority
## Profit & Loss Budget vs. Actual
### August 2026

| | August | | | Year to Date (2 Months) | | | Annual |
|---|---|---|---|---|---|---|---|
| | Actual | Budget | Variance | Actual | Budget | Variance | Budget |
| Income | | | | | | | |
| 1000 · Income | | | | | | | |
| 6001 · City Tax Revenue | 1,586,914 | 1,577,652 | 9,262 | 3,173,828 | 3,155,303 | 18,525 | 18,931,818 |
| 8223 · Interest Income | 166,715 | 84,299 | 82,416 | 336,318 | 168,598 | 167,720 | 1,011,589 |
| 8930 · Bond Proceeds | 0 | 0 | 0 | 0 | 31,000,000 | -31,000,000 | 101,000,000 |
| Total 1000 · Income | 1,753,629 | 1,661,951 | 91,678 | 3,510,146 | 34,323,901 | -30,813,755 | 120,943,407 |
| 6-4350 · Grants | 0 | 83,333 | -83,333 | 0 | 166,667 | -166,667 | 1,000,000 |
| Total Income | 1,753,629 | 1,745,284 | 8,345 | 3,510,146 | 34,490,568 | -30,980,422 | 121,943,407 |
| Expense | | | | | | | |
| 3335 · Management Consulting Services | | | | | | | |
| 6320 · Legal | 2,058 | 4,167 | -2,109 | 8,171 | 8,333 | -162 | 50,000 |
| 6322 · Eng Consultant/General Prof.Svc | 2,000 | 6,250 | -4,250 | 10,500 | 12,500 | -2,000 | 75,000 |
| 6343 · Other | 0 | 0 | 0 | 30 | 0 | 30 | 0 |
| Total 3335 · Management Consulting Services | 4,058 | 10,417 | -6,359 | 18,701 | 20,833 | -2,132 | 125,000 |
| 5650 · Transfers | | | | | | | |
| 6420 · COH Administration Fee | 0 | 0 | 0 | 952,148 | 946,591 | 5,557 | 946,591 |
| 6430 · Municipal Services | 0 | 0 | 0 | 2,968,636 | 3,313,425 | -344,789 | 3,313,425 |
| Total 5650 · Transfers | 0 | 0 | 0 | 3,920,784 | 4,260,016 | -339,232 | 4,260,016 |
| 5706 · Debt Service | | | | | | | |
| 5707 · Principal | 6,555,000 | 6,555,000 | 0 | 6,555,000 | 6,555,000 | 0 | 6,555,000 |
| 5708 · Interest | 1,166,944 | 1,106,180 | 60,764 | 1,166,944 | 1,106,180 | 60,764 | 2,212,359 |
| Total 5706 · Debt Service | 7,721,944 | 7,661,180 | 60,764 | 7,721,944 | 7,661,180 | 60,764 | 8,767,359 |
| 6300 · Administration & Overhead | | | | | | | |
| 6321 · Auditor | 0 | 0 | 0 | 13,000 | 13,000 | 0 | 32,500 |
| 6333 · Bookkeeping/Accounting | 3,012 | 1,833 | 1,179 | 4,743 | 3,667 | 1,076 | 22,000 |
| 6340 · Administration Salaries/Benefit | 11,750 | 11,750 | 0 | 23,500 | 23,500 | 0 | 141,000 |
| 6344 · Bond Svcs/Trustee/FA | 750 | 4,000 | -3,250 | 1,575 | 5,000 | -3,425 | 15,000 |
| 6352 · Website Expenses | 0 | 2,500 | -2,500 | 0 | 5,000 | -5,000 | 30,000 |
| 6353 · Insurance | 0 | 0 | 0 | 0 | 0 | 0 | 4,000 |
| 6359 · Bank Fees | 84 | 0 | 84 | 174 | 0 | 174 | 0 |
| Total 6300 · Administration & Overhead | 15,596 | 20,083 | -4,487 | 42,992 | 50,167 | -7,175 | 244,500 |
| 7000 · Capital Expenditure | | | | | | | |
| 1725 · Parks & Green Space Improv. | 0 | 10,417 | -10,417 | 0 | 20,833 | -20,833 | 125,000 |
| 1735(1) · Detention Basin A | 8,030 | 833,000 | -824,970 | 27,679 | 1,667,000 | -1,639,321 | 10,000,000 |
| 1736A · Memorial Drive Additional | 0 | 83,333 | -83,333 | 0 | 166,667 | -166,667 | 1,000,000 |
| 1738A · Memorial Dr Drain & Mobility 1 | 1,181,489 | 91,667 | 1,089,822 | 1,181,489 | 183,333 | 998,156 | 1,100,000 |
| 1738B · Memorial Dr Drain & Mobility 2 | 1,350 | 0 | 1,350 | 3,060 | 0 | 3,060 | 0 |

# Memorial City Redevelopment Authority
## Profit & Loss Budget vs. Actual
### August 2026

| | August | | | Year to Date (2 Months) | | | Annual |
|---|---|---|---|---|---|---|---|
| | Actual | Budget | Variance | Actual | Budget | Variance | Budget |
| 1741 · W140 Detention Basin Extenions | 2,958 | 675,000 | -672,042 | 9,600 | 1,350,000 | -1,340,400 | 8,100,000 |
| 1742 · Detention Basin C | 212,267 | 208,333 | 3,934 | 544,045 | 416,667 | 127,378 | 2,500,000 |
| 1799 · Sidewalk Improvement Program | 0 | 33,333 | -33,333 | 0 | 66,667 | -66,667 | 400,000 |
| Total 7000 · Capital Expenditure | 1,406,094 | 1,935,083 | -528,989 | 1,765,873 | 3,871,167 | -2,105,294 | 23,225,000 |
| Total Expense | 9,147,692 | 9,626,763 | -479,071 | 13,470,294 | 15,863,363 | -2,393,069 | 36,621,875 |
| Net Income | **-7,394,063** | **-7,881,479** | **487,416** | **-9,960,148** | **18,627,205** | **-28,587,353** | **85,321,532** |

3814

# ABHR

Allen Boone Humphries Robinson LLP

September 14, 2026

Ms. Jennifer Landreville
Equi-Tax, Inc.
P.O. Box 73109
Houston, TX 77273

| | |
|---|---|
| Invoice No. | 200160 |
| Client No. | MEM001 |
| Matter No. | 01 |
| Billing Attorney: | Vinson, Alia |

**General**

## REMITTANCE PAGE

| | |
|---|---|
| **BALANCE DUE THIS INVOICE** | **$ 2,057.50** |

**All checks should be made payable to:**
(Please return this remittance page with payment.)

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

**For payment by wire or ACH in USD:**

Amegy Bank - checking account
Account: #0003280756
ABA Routing: #113011258
In the addendum please include name of your entity and invoice #

*Please reference: Invoice No.200160*

## INVOICES ARE PAYABLE UPON RECEIPT

SB Code No. 6320
9-15-2026

# ABHR

Allen Boone Humphries Robinson LLP

September 14, 2026

| | | |
|---|---|---|
| Ms. Jennifer Landreville<br>Equi-Tax, Inc.<br>P.O. Box 73109<br>Houston, TX 77273 | Invoice No.<br>Client No.<br>Matter No. | 200161<br>MEM001<br>03 |
| | Billing Attorney: | Vinson, Alia |

**Projects**

## REMITTANCE PAGE

| **BALANCE DUE THIS INVOICE** | **$ 2,037.50** |
|---|---|

**All checks should be made payable to:**
(Please return this remittance page with payment.)

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

**For payment by wire or ACH in USD:**

Amegy Bank - checking account
Account: #0003280756
ABA Routing: #113011258
In the addendum please include name of your entity and invoice #

*Please reference: Invoice No.200161*

## INVOICES ARE PAYABLE UPON RECEIPT

SB Code No. 6320
9-15-2026

3815

# Equi-Tax Inc.

# Invoice

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

| DATE | INVOICE # |
|---|---|
| 9/1/2026 | 65622 |

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

| DESCRIPTION | AMOUNT |
|---|---|
| Monthly Consultant Services fee per Contract<br>Based on 446 items on the tax roll as of January 2026 | 400.00 |
| Invoice emailed to:<br>Jennifer Landreville at jl@equitaxinc.com<br>Bookkeeper at bkp2@etiaccounting.com<br>Scott Bean at sbean@haweshill.com<br>Linda Clayton at lclayton@haweshill.com | |

| | |
|---|---|
| **Total** | $400.00 |

SB Code No. 6333
9-1-2026

3816

ETI Bookkeeping Services

PO BOX 73109
Houston, TX 77273

# Invoice

| Date | Invoice # |
|---|---|
| 9/1/2026 | 11059 |

| Bill To |
|---|
| TIRZ 17 Redevelopment Authority<br>P.O. Box 73109<br>Houston, Texas 77273 |

| Description | Qty | Rate | Amount |
|---|---|---|---|
| Bookkeeping | | 1,255.86 | 1,255.86 |
| Courier for audit box | | 13.67 | 13.67 |

| | |
|---|---|
| **Total** | $1,269.53 |
| **Payments/Credits** | $0.00 |
| **Balance Due** | $1,269.53 |

SB Code No. 6333
09-01-2026

3817

HAWES HILL & ASSOCIATES LLC

PO BOX 22167
Houston, TX 77227

# INVOICE

BILL TO
Memorial City Redevelopment Authority/TIRZ #17

INVOICE 2979
DATE 09/01/2026

| DESCRIPTION | AMOUNT |
|---|---|
| Professional Consulting and Administration Fee: August 2026 | 11,750.00 |

BALANCE DUE **$11,750.00**

SB Code No. 6340
9-15-2026

3818

The Goodman Corporation

3200 Travis Street, Ste. 200
Houston, TX 77006

# Invoice

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

| Date | Invoice # |
|---|---|
| 8/31/2026 | 8-2026-89 |

| Terms | Project |
|---|---|
| | MCT115 |

| Item | Description | Rate | Prior % | Current % | Amount |
|---|---|---|---|---|---|
| Contract Services | Task 1 – Monitor and Present Funding Opportunities | 48,000.00 | 95.9% | 4.17% | 2,000.00 |
| Contract Services | Task 2 – Pursuit of Funding | 105,500.00 | 73.46% | 0.00% | 0.00 |

SB Code No. 6322
9-15-2026

| | |
|---|---|
| **Total** | $2,000.00 |
| **Balance Due** | $2,000.00 |

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

3819

Please Remit To:
HR Green, Inc.
PO Box 8213
Des Moines, IA 50301-8213
319-841-4000

HRGreen

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

September 14, 2026
Project No: 2501797-0000
Invoice No: 207459

Project Manager David Greaney

Project 2501797-0000 W140 Expansion - CM-I

**Professional Services from August 01, 2026 to August 31, 2026**

Phase 001 Construction Management & Inspection

**Professional Personnel**

| | Hours | Rate | Amount | |
|---|---|---|---|---|
| Greaney, David | 2.50 | 225.00 | 562.50 | |
| Administrative | | | | |
| Lewis, Dakota | .50 | 75.00 | 37.50 | |
| Totals | 3.00 | | 600.00 | |
| **Total Labor** | | | | **600.00** |

| **Billing Limits** | **Current** | **Prior** | **To-Date** |
|---|---|---|---|
| Total Billings | 600.00 | 304,641.78 | 305,241.78 |
| Limit | | | 312,087.65 |
| Remaining | | | 6,845.87 |

**Total this Phase** **$600.00**

**Total this Project** **$600.00**

Project 2501797.01 TIRZ 17 - W140 Inspection Expansion - CM-I

Phase A Construction Inspection

**Professional Personnel**

| | Hours | Rate | Amount | |
|---|---|---|---|---|
| Appleton, Austin | 1.75 | 275.00 | 481.25 | |
| Howard, Gary | 3.00 | 180.00 | 540.00 | |
| Totals | 4.75 | | 1,021.25 | |
| **Total Labor** | | | | **1,021.25** |

**Unit Billing**

| | | |
|---|---|---|
| 7/2026 - 12/2026 IRS Mileage Rate 0.76 | 81.85 | |
| **Total Units** | **81.85** | **81.85** |

| **Billing Limits** | **Current** | **Prior** | **To-Date** |
|---|---|---|---|
| Total Billings | 1,103.10 | 150,441.63 | 151,544.73 |
| Limit | | | 151,622.35 |
| Remaining | | | 77.62 |

Payment is due within 30 days unless prior arrangements are made. Interest of 1.5% per month will be levied on overdue balances.

SB Code No. 1740
9-15-2026

| | |
|---|---|
| **Total this Phase** | **$1,103.10** |
| **Total this Project** | **$1,103.10** |
| **Total this Invoice** | **$1,703.10** |

3819

HRGreen®

**Please Remit To:**
**HR Green, Inc.**
**PO Box 8213**
**Des Moines, IA 50301-8213**
**319-841-4000**

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

September 11, 2026
Project No: 2503415.01
Invoice No: 207394

Project Manager Karam Qaddo

Project 2503415.01 TIRZ 17 - Structures Demolition - Detention Basin C - CPS

**Professional Services from August 01, 2026 to August 31, 2026**

**Fee**

| **Billing Phase** | **Contract Amount** | **Percent Complete** | **Earned to Date** | **Previously Billed** | **Current Billing** |
|---|---|---|---|---|---|
| Phase III Construction Services | 48,465.00 | 97.00 | 47,011.05 | 45,557.10 | 1,453.95 |
| FERN | 195,522.80 | 99.9685 | 195,461.20 | 153,368.60 | 42,092.60 |
| PGAL | 60,500.00 | 74.3182 | 44,962.50 | 29,975.00 | 14,987.50 |
| Expenses | 1,004.20 | 6.0257 | 60.51 | 60.51 | 0.00 |
| Total Fee | 305,492.00 | | 287,495.26 | 228,961.21 | 58,534.05 |

**Total Fee** **58,534.05**

**Total this Invoice** **$58,534.05**

SB Code No. 1742
9-15-2026

3819

Please Remit To:
HR Green, Inc.
PO Box 8213
Des Moines, IA 50301-8213
319-841-4000

HRGreen®

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

September 14, 2026
Project No: 2602392-0000
Invoice No: 207475

**Invoice Total: $8,030.30**

Project 2602392-0000 TIRZ 17-Barryknoll Realignment

**Professional Services Through August 31, 2026**

**Fee**

| Billing Phase | Fee | Percent Complete | Earned | Previous Fee Billing | Current Fee Billing |
|---|---|---|---|---|---|
| Drainage Impact Analysis | 8,105.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Traffic Engineering and Analysis | 15,825.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Design Phase | 254,555.00 | 7.7285 | 19,673.30 | 15,273.30 | 4,400.00 |
| Private Utility Coordination | 18,370.00 | 1.0887 | 200.00 | 0.00 | 200.00 |
| PM/Coordination | 40,755.00 | 4.9629 | 2,022.65 | 1,222.65 | 800.00 |
| QA/QC | 13,470.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Expenses | 4,894.70 | 0.8399 | 41.11 | 41.11 | 0.00 |
| Landscape Arch - Streetscape Design | 72,206.20 | 0.00 | 0.00 | 0.00 | 0.00 |
| Geotechnical Investigation - HVJ | 8,137.80 | 70.5621 | 5,742.20 | 3,111.90 | 2,630.30 |
| Electrical Engineering - MBROH | 28,743.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Topographic Survey - UEI | 22,407.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| ROW Mapping and Acquisition - UEI | 11,550.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Fee | 499,018.70 | | 27,679.26 | 19,648.96 | 8,030.30 |
| | **Total Fee** | | | | **8,030.30** |

| **Billing Limits** | **Current** | **Prior** | **To-Date** |
|---|---|---|---|
| Total Billings | 8,030.30 | 19,648.96 | 27,679.26 |
| Limit | | | 499,018.70 |
| Remaining | | | 471,339.44 |

**Total this Invoice** **$8,030.30**

SB Code No. 1735(i)
9-15-2026

Payment is due within 30 days unless prior arrangements are made. Interest of 1.5% per month will be levied on overdue balances.

3819

HRGreen®

**Please Remit To:**
**HR Green, Inc.**
**PO Box 8213**
**Des Moines, IA 50301-8213**
**319-841-4000**

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

September 14, 2026
Project No: 2503140-0000
Invoice No: 207477

**Invoice Total: $55,500.51**

Project 2503140-0000 TIRZ 17 - Detention Basin C PER and Design Police and Fire Station Design Contract

Send invoices to lclayton@haweshill.com

**Professional Services Through August 31, 2026**

Phase A Project Management

Task A.1 Project Management, Coordination & QA/QC

**Fee**

| **Billing Phase** | **Fee** | **Percent Complete** | **Earned** | **Previous Fee Billing** | **Current Fee Billing** |
|---|---|---|---|---|---|
| Project Management, Coord and QA/QC | 194,059.60 | 19.00 | 36,871.32 | 19,405.96 | 17,465.36 |
| Flood Mitigation and Underground Detent | 267,715.00 | 7.00 | 18,740.05 | 8,031.45 | 10,708.60 |
| Roadway And Site Prelim Engineering | 141,545.00 | 6.00 | 8,492.70 | 7,077.25 | 1,415.45 |
| Fractal Structural Engineering | 176,088.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| PGAL - Architectural Schematic Design | 443,055.00 | 2.00 | 8,861.10 | 0.00 | 8,861.10 |
| Terracon- Geotechnical Engineering | 68,640.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| SK Geoscience Solutions, LLC | 17,050.00 | 100.00 | 17,050.00 | 0.00 | 17,050.00 |
| Terracon- Geotechnical Engineering-PH1 | 62,150.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| SK Geoscience Solutions, LLC - PH2 | 22,000.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Asakura Robinson -Landscape Architecture | 24,603.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Printing and Reproduction | 500.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Mileage | 181.25 | 0.00 | 0.00 | 0.00 | 0.00 |
| *Additional Public Engagement | 39,660.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Fee | 1,457,246.85 | | 90,015.17 | 34,514.66 | 55,500.51 |

**Total Fee** **55,500.51**

**Total this Task** **$55,500.51**

**Total this Phase** **$55,500.51**

| **Billing Limits** | **Current** | **Prior** | **To-Date** |
|---|---|---|---|
| Total Billings | 55,500.51 | 34,514.66 | 90,015.17 |
| Limit | | | 1,457,246.85 |
| Remaining | | | 1,367,231.68 |

**Total this Invoice** **$55,500.51**

SB Code No. 1742
9-15-2026

Payment is due within 30 days unless prior arrangements are made. Interest of 1.5% per month will be levied on overdue balances.

3820

HRGreen

11750 Katy Freeway | Suite 400
Houston, TX 77079
Main 832-318-8800
TBPE Firm F-11278

HRGREEN.COM

September 10th, 2026

Ms. Ann Givens, Chair of the Board
Memorial City Redevelopment Authority/TIRZ 17
9600 Long Point, Suite 200
Houston, Texas 77055

Re: Park on Westview Apartments and Building Demolition - RNDI Companies, Inc. **Payment No. 07**

Dear Ms. Givens,

RNDI Companies, Inc. (RNDI) has submitted estimate No. 07 in the amount of $98,232.90 for construction services rendered through August 31, 2026. Based on our review, RNDI has complied with all requirements stated in the estimate and we recommend payment of **$98,232.90** to RNDI.

The following billing information is to be used for payment:

RNDI Companies, Inc.
311 East Interstate 30
Rockwall, TX 75087

If you have any questions or require additional information, please feel free to contact me at (832) 318-8803.

Sincerely,

HR Green, Inc.

**Karam Qaddo, PE**

Area Manager

SB Code No. 1742
9-15-2026

Enclosures: RNDI Pay Est. No. 07

Estimate No. 7
Cut off Date 08/31/26
Estimate Date 09/10/26

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

HRGreen

Project Name : Park on Westview Apartments and Building Demolition
Contractor Name : RNDI Companies, Inc.
Address : 311 East Interstate 30, Rockwall, TX 75087

Contract Date : 1/20/2026
Start Date : 2/9/2026
Current Contract Completion Date : 9/21/2026
Substantial Completion Date :
Percentage By Time : 91.07% In Place : 94.43%
Date Insurance Exp. : 6/14/2026 Drug Policy Due Date: N/A Current M/SBE : 0.00%

**CONTRACT TIME IN CALENDAR DAYS**

| | | |
|---|---|---|
| Original Contract Time | : | 180 |
| Approved Extensions | : | 44 |
| Total Contract Time | : | 224 |
| Days Used to Date | : | 204 |
| Days Remaining to Date | : | 20 |
| Schedule Update Received | : | |

**CONTRACT AMOUNT TO DATE :**

1- Original Contract Amount **$2,298,807.00**

2- Approved Change Orders

| No. | Date | Ext.Days | Amount |
|---|---|---|---|
| 1 | | 44 | |
| | | | |
| | | | |
| | | | |
| | | | |

Total Approved Extentions **44** 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) **$2,298,807.00**

**A. EARNINGS TO DATE** Current Month Billing $103,403.05

| | | | | |
|---|---|---|---|---|
| 1- Work Completed to Date | 94.43% Complete | | **$2,170,807.00** | |
| 2- Material Stored on Site | $0.00 | | | |
| 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** | **$2,170,807.00** |

**B. DEDUCTIONS**

| | | | | | | |
|---|---|---|---|---|---|---|
| 1- Retainage | 5% | Of | $2,170,807.00 | $108,540.35 | | |
| 2- Retainage Release | 0% | Of | $2,170,807.00 | $0.00 | | |
| 3- Total Retainage | | | | | $108,540.35 | |
| 4- Liquidated Damages | | 0.00 | Days @ $5,000.00 | | $0.00 | |
| 5- Assessments | | | | | $0.00 | |
| 6- Inspector Overtime Costs | | | | | $0.00 | |
| | | | | | **TOTAL DEDUCTIONS** | **$108,540.35** |

**C. AMOUNT DUE THIS PERIOD**

| | | |
|---|---|---|
| 1- Total Earnings to Date | $2,170,807.00 | |
| 2- Total Deductions | $108,540.35 | |
| 3- Total Payments Due | | **$2,062,266.65** |
| 4- Less Previous Payments | | **$1,964,033.75** |
| 5- Restoration Adjustment | | **$0.00** |

| | |
|---|---|
| **TOTAL AMOUNT DUE CONTRACTOR THIS DATE** | **$98,232.90** |
| **BALANCE REMAINING** | **$128,000.00** |

Prepared By Karam Qaddo 9/10/2026
Karam Qaddo, P.E. (HRG) Date

Approved By:
TIRZ 17 Date

RNDI

**RNDI Companies, Inc**

## APPLICATION AND CERTIFICATION FOR PAYMENT

*AIA DOCUMENT G702* PAGE 1 OF 2 PAGES

TO OWNER: Memorial City Redevelopment Authority
Attn: Accounts Payable
11750 Katy Freeway Suite 400
Houston, TX 77079

PROJECT: Westview Apartments
10157 Westview Dr
Houston, TX

APPLICATION NO: 7

PERIOD TO: 8/31/2026

Distribution to:
- [X] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR

FROM CONTRACTOR:
RNDI Companies, Inc.
311 E Interstate 30
Rockwall, TX 75087

VIA ARCHITECT:

CONTRACT FOR: Asbetos Abatement & Demolition
CONTRACT DATE: 1/20/2026
PROJECT NOS: TIR 17

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment as shown below, in conection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM $ 2,298,807.00
2. Net change by Change Orders $ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) $ 2,298,807.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) $ 2,170,807.00
5. RETAINAGE
   a. 5 % of Completed Work (Column D + E on G703) $ 108,540.35
   b. ______ % of Stored Material (Column F on G703) $ 0.00

   Total Retainage (Lines 5a + 5b or $ 108,540.35
6. TOTAL EARNED LESS RETANAIGE (Line 4 Less Line 5 Total) $ 2,062,266.64
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) $ 1,964,033.74
8. CURRENT PAYMENT DUE $ **98,232.90**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) $ 236,540.35

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|---|---|---|
| Total changes approved in previous months by Owner | $0.00 | |
| Total approved this Month | $ -<br>$ - | |
| TOTALS | $0.00 | $0.00 |
| NET CHANGES by Change Order | $0.00 | |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown herein is now due.

SHIRLEY M CHRISTENSEN
Notary ID #1114813
My Commission Expires
August 3, 2029

CONTRACTOR: **RNDI Companies, Inc.**

By: [signature]

State of: County of: **Rockwall**

Subscribed and sworn to before me this day September 10, 2026

Notary Public: Shirley M. Christensen

My Commision expires: 8/3/2029

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contact Documents, based on on-site observations and the data comprising the application, the Architect certificates to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED .......... $ 98,232.90

*(Attached explanation if ammount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified)*

ARCHITECT:

By: ______________________ Date: ______________

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and aceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

## CONTINUATION SHEET



AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use column I on Contracts were variable retainage for line items may apply

APPLICATION NO: 7
APPLICATION DATE: 9/10/2026
PERIOD TO: 8/31/2026
ARCHITECTS PROJECT NO: TIRZ 17

| A | B | C | D | E | F | G | | H | I | I |
|---|---|---|---|---|---|---|---|---|---|---|
| ITEM | DESCRIPTION OF WORK | SCHEDULED | WORK COMPLETED | | MATERIALS | TOTAL | % | BALANCE | RETAINAGE | RETAINAGE |
| NO | | VALUE | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | PRESENTLY STORED (NOT IN D OR E) | COMPLETED AND STORED TO DATE (D+E+F) | (G ÷ C) | TO FINISH (C - G) | RELEASED | WITHELD |
| 1 | Mobilization | $25,000.00 | $ 25,000.00 | $ - | $ - | $ 25,000.00 | 100.00% | $ - | | $ 1,250.00 |
| 2 | Demolition Premits | $9,500.00 | $ 9,500.00 | $ - | | $ 9,500.00 | 100.00% | $ - | | $ 475.00 |
| 3 | Asbestos Abatement Building 1 | $71,739.00 | $ 39,456.45 | $ 32,282.55 | | $ 71,739.00 | 100.00% | $ - | | $ 3,586.95 |
| 4 | Building Demolition 1 | $24,062.00 | | $ 24,062.00 | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 5 | Foundation Removal 1 | $4,000.00 | | | | $ - | 0.00% | $ 4,000.00 | | $ - |
| 6 | Asbestos Abatement Building 2 | $62,239.00 | $ 62,239.00 | $ - | | $ 62,239.00 | 100.00% | $ - | | $ 3,111.95 |
| 7 | Building Demolition 2 | $24,062.00 | | $ 24,062.00 | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 8 | Foundation Removal 2 | $4,000.00 | | | | $ - | 0.00% | $ 4,000.00 | | $ - |
| 9 | Asbestos Abatement Building 3 | $41,739.00 | $ 41,739.00 | $ - | | $ 41,739.00 | 100.00% | $ - | | $ 2,086.95 |
| 10 | Building Demolition 3 | $24,062.00 | $ 24,062.00 | $ - | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 11 | Foundation Removal 3 | $4,000.00 | $ 4,000.00 | $ - | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 12 | Asbestos Abatement Building 4 | $51,739.00 | $ 51,739.00 | $ - | | $ 51,739.00 | 100.00% | $ - | | $ 2,586.95 |
| 13 | Building Demolition 4 | $24,062.00 | $ 24,062.00 | $ - | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 14 | Foundation Removal 4 | $4,000.00 | $ 4,000.00 | $ - | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 15 | Asbestos Abatement Building 5 | $51,739.00 | $ 51,739.00 | $ - | | $ 51,739.00 | 100.00% | $ - | | $ 2,586.95 |
| 16 | Building Demolition 5 | $24,062.00 | $ 18,065.50 | $ 5,996.50 | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 17 | Foundation Removal 5 | $4,000.00 | | | | $ - | 0.00% | $ 4,000.00 | | $ - |
| 18 | Asbestos Abatement Building 6 | $51,739.00 | $ 51,739.00 | $ - | | $ 51,739.00 | 100.00% | $ - | | $ 2,586.95 |
| 19 | Building Demolition 6 | $24,062.00 | $ 24,062.00 | $ - | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 20 | Foundation Removal 6 | $4,000.00 | $ 4,000.00 | $ - | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 21 | Asbestos Abatement Building 7 | $61,739.00 | $ 61,739.00 | $ - | | $ 61,739.00 | 100.00% | $ - | | $ 3,086.95 |
| 22 | Building Demolition 7 | $24,062.00 | $ 24,062.00 | $ - | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 23 | Foundation Removal 7 | $4,000.00 | | $ 4,000.00 | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 24 | Asbestos Abatement Building 8 | $38,500.00 | $ 38,500.00 | $ - | | $ 38,500.00 | 100.00% | $ - | | $ 1,925.00 |
| 25 | Building Demolition 8 | $18,500.00 | $ 18,500.00 | $ - | | $ 18,500.00 | 100.00% | $ - | | $ 925.00 |
| 26 | Foundation Removal 8 | $3,000.00 | | $ 3,000.00 | | $ 3,000.00 | 100.00% | $ - | | $ 150.00 |
| 27 | Asbestos Abatement Building 9 | $51,739.00 | $ 51,739.00 | $ - | | $ 51,739.00 | 100.00% | $ - | | $ 2,586.95 |
| 28 | Building Demolition 9 | $24,062.00 | $ 24,062.00 | $ - | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 29 | Foundation Removal 9 | $4,000.00 | $ 4,000.00 | $ - | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 30 | Asbestos Abatement Building 10 | $69,239.00 | $ 69,239.00 | | | $ 69,239.00 | 100.00% | $ - | | $ 3,461.95 |
| 31 | Building Demolition 10 | $24,062.00 | $ 24,062.00 | | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 32 | Foundation Removal 10 | $4,000.00 | $ 4,000.00 | $ - | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| 33 | Asbestos Abatement Building 11 | $32,000.00 | $ 32,000.00 | $ - | | $ 32,000.00 | 100.00% | $ - | | $ 1,600.00 |

| A | B | C | D | E | F | G | | H | I | I |
|---|---|---|---|---|---|---|---|---|---|---|
| ITEM | DESCRIPTION OF WORK | SCHEDULED | WORK COMPLETED | | MATERIALS | TOTAL | % | BALANCE | RETAINAGE | RETAINAGE |
| NO | | VALUE | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | PRESENTLY STORED (NOT IN D OR E) | COMPLETED AND STORED TO DATE (D+E+F) | (G ÷ C) | TO FINISH (C - G) | RELEASED | WITHELD |
| 34 | Building Demolition 11 | $13,886.00 | $ 13,886.00 | | | $ 13,886.00 | 100.00% | $ - | | $ 694.30 |
| 35 | Foundation Removal 11 | $2,500.00 | $ 2,500.00 | | | $ 2,500.00 | 100.00% | $ - | | $ 125.00 |
| 36 | Asbestos Abatement Building 12 | $59,239.00 | $ 59,239.00 | | | $ 59,239.00 | 100.00% | $ - | | $ 2,961.95 |
| 37 | Building Demolition 12 | $24,062.00 | $ 24,062.00 | | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 38 | Foundation Removal 12 | $4,000.00 | $ 4,000.00 | | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 39 | Asbestos Abatement Building 13 | $69,239.00 | $ 69,239.00 | | | $ 69,239.00 | 100.00% | $ - | | $ 3,461.95 |
| 40 | Building Demolition 13 | $24,062.00 | $ 24,062.00 | | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 41 | Foundation Removal 13 | $4,000.00 | $ 4,000.00 | | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 42 | Asbestos Abatement Building 14 | $69,239.00 | $ 69,239.00 | | | $ 69,239.00 | 100.00% | $ - | | $ 3,461.95 |
| 43 | Building Demolition 14 | $24,062.00 | $ 24,062.00 | | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 44 | Foundation Removal 14 | $4,000.00 | $ 4,000.00 | | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 45 | Asbestos Abatement Building 15 | $69,239.00 | $ 69,239.00 | | | $ 69,239.00 | 100.00% | $ - | | $ 3,461.95 |
| 46 | Building Demolition 15 | $24,062.00 | $ 24,062.00 | | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 47 | Foundation Removal 15 | $4,000.00 | $ 4,000.00 | | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 48 | Asbestos Abatement Building 16 | $84,739.00 | $ 84,739.00 | $ - | | $ 84,739.00 | 100.00% | $ - | | $ 4,236.95 |
| 49 | Building Demolition 16 | $24,062.00 | $ 24,062.00 | $ - | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 50 | Foundation Removal 16 | $4,000.00 | $ 4,000.00 | | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 51 | Asbestos Abatement Building 17 | $73,739.00 | $ 73,739.00 | $ - | | $ 73,739.00 | 100.00% | $ - | | $ 3,686.95 |
| 52 | Building Demolition 17 | $24,062.00 | $ 24,062.00 | $ - | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 53 | Foundation Removal 17 | $4,000.00 | $ 4,000.00 | | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 54 | Asbestos Abatement Building 18 | $73,739.00 | $ 73,739.00 | $ - | | $ 73,739.00 | 100.00% | $ - | | $ 3,686.95 |
| 55 | Building Demolition 18 | $24,062.00 | $ 24,062.00 | $ - | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 56 | Foundation Removal 18 | $4,000.00 | $ 4,000.00 | | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 57 | Asbestos Abatement Building 19 | $73,739.00 | $ 73,739.00 | $ - | | $ 73,739.00 | 100.00% | $ - | | $ 3,686.95 |
| 58 | Building Demolition 19 | $24,062.00 | $ 24,062.00 | $ - | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 59 | Foundation Removal 19 | $4,000.00 | $ 4,000.00 | | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 60 | Asbestos Abatement Building 20 | $73,739.00 | $ 73,739.00 | | | $ 73,739.00 | 100.00% | $ - | | $ 3,686.95 |
| 61 | Building Demolition 20 | $24,062.00 | $ 24,062.00 | | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 62 | Foundation Removal 20 | $4,000.00 | $ 4,000.00 | | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 63 | Asbestos Abatement Building 21 | $73,739.00 | $ 73,739.00 | $ - | | $ 73,739.00 | 100.00% | $ - | | $ 3,686.95 |
| 64 | Building Demolition 21 | $24,062.00 | $ 24,062.00 | | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 65 | Foundation Removal 21 | $4,000.00 | $ 4,000.00 | | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 66 | Asbestos Abatement Building 22 | $73,739.00 | $ 73,739.00 | $ - | | $ 73,739.00 | 100.00% | $ - | | $ 3,686.95 |
| 67 | Building Demolition 22 | $24,062.00 | $ 24,062.00 | | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |

| A | B | C | D | E | F | G | | H | I | I |
|---|---|---|---|---|---|---|---|---|---|---|
| ITEM | DESCRIPTION OF WORK | SCHEDULED | WORK COMPLETED | | MATERIALS | TOTAL | % | BALANCE | RETAINAGE | RETAINAGE |
| NO | | VALUE | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | PRESENTLY STORED (NOT IN D OR E) | COMPLETED AND STORED TO DATE (D+E+F) | (G ÷ C) | TO FINISH (C - G) | RELEASED | WITHELD |
| 68 | Foundation Removal 22 | $4,000.00 | $ 4,000.00 | | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 69 | Asbestos Abatement Building 23 | $73,739.00 | $ 73,739.00 | | | $ 73,739.00 | 100.00% | $ - | | $ 3,686.95 |
| 70 | Building Demolition 23 | $24,062.00 | $ 24,062.00 | | | $ 24,062.00 | 100.00% | $ - | | $ 1,203.10 |
| 71 | Foundation Removal 23 | $4,000.00 | $ 4,000.00 | | | $ 4,000.00 | 100.00% | $ - | | $ 200.00 |
| 72 | Driveway/Parking Aeras Demolition | $12,000.00 | $ - | | | $ - | 0.00% | $ 12,000.00 | | $ - |
| 73 | Pool, Deck and Equipment Demo | $3,500.00 | $ 3,500.00 | | | $ 3,500.00 | 100.00% | $ - | | $ 175.00 |
| 74 | Brush Clear & Extra Waste | $9,500.00 | $ 9,500.00 | $ - | | $ 9,500.00 | 100.00% | $ - | | $ 475.00 |
| 75 | Tree Removal | $15,000.00 | $ 15,000.00 | $ - | | $ 15,000.00 | 100.00% | $ - | | $ 750.00 |
| 76 | Untility Disconnect Cut/Cap | $12,000.00 | $ 12,000.00 | $ - | | $ 12,000.00 | 100.00% | $ - | | $ 600.00 |
| 77 | Underground (MEP) Utilies Removal | $11,500.00 | $ - | | | $ - | 0.00% | $ 11,500.00 | | $ - |
| 78 | Sidewalk & Crubs | $3,500.00 | $ 3,500.00 | $ - | | $ 3,500.00 | 100.00% | $ - | | $ 175.00 |
| 79 | Ground Work | $65,000.00 | $ - | | | $ - | 0.00% | $ 65,000.00 | | $ - |
| 80 | SWPPP | $15,600.00 | $ 15,600.00 | | | $ 15,600.00 | 100.00% | $ - | | $ 780.00 |
| 81 | Hydroseeding | $12,500.00 | $ - | | | $ - | 0.00% | $ 12,500.00 | | $ - |
| 82 | Cash Allowance | $25,000.00 | $ - | $ 10,000.00 | | $ 10,000.00 | 40.00% | $ 15,000.00 | | $ - |
| | **GRAND TOTALS** | $2,298,807.00 | $ 2,067,403.95 | $ 103,403.05 | $ - | $ 2,170,807.00 | 94.43% | $ 128,000.00 | $ - | $ 108,040.35 |

**Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity**

Document 00642

# MONTHLY SUBCONTRACTOR PAYMENT REPORTING FORM

Legal Project Name: Park on Westview Apartments and Building Demolition

Outline Agreement No.:__________ WBS No.: N/A

Contractor's Company Name: RNDI Companies, Inc.

Address: 311 East Interstate 30, Rockwall, TX 75087

## CERTIFICATION

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

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

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

Diana Cross
(Signature of Contractor's Representative)

DIANA CROSS
(Print or Type Name of Contractor's Representative)

PRESIDENT
Date

Memorial City Redevelopment Authority/TIRZ 17

Affidavits of Payment and Unconditional Waivers of Liens

RNDI Companies, Inc. (RNDI) has been paid and has received a progress payment in the sum of **$228,249.90** for services, equipment or material furnished to Park on Westview Apartments and Building Demolition project located in Houston, Texas, and does hereby release any mechanic's lien or bond right that undersigned has on the above referenced project to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to the Memorial City Redevelopment Authority/TIRZ 17 through **August 31, 2026** only, and does not cover any retention if any labor, services, equipment or materials furnished after that date. The undersigned warrants that all undisputed amount due to its equipment lessors, suppliers, subcontractors, labor, insurance and taxes applicable to this work have been paid in full through the date set forth and hold the Houston Parks Board against any loss arising from the nonpayment thereof.

Diana Cross
Signature of Contractor Representative

DIANA CROSS
Print of Type Name of Contractor representative

09/10/2026
Date

**SWORN TO AND SUBSCRIBED** before me on:

SHIRLEY M CHRISTENSEN
Notary ID #1114813
My Commission Expires
August 3, 2029

Notary Public in and for the State of Texas

My Commission Expires: 08/03/2029
Expiration Date

Shirley M Christensen
Print of Type Name of Notary Public

3821

Texas Department of Transportation

125 E 11th St | Austin, Texas 78701
512.463.8588
txdot.gov

# Invoice

July 6, 2026

Memorial City Redevelopment Authority
ATTN: Linda Clayton
P.O. Box 22167
Houston, TX 77227-2167

Invoice #: LOC00092010
Project ID: 12091272391
Customer ID: 061731
Due Date: 08/05/2026
Amount Due: $1,181,488.60

To Whom It May Concern:

The above reference project has been completed and accepted by the State. Final auditing by this office revealed additional funds due to TxDOT.

Please refer to the attached final Statement of Cost to see the breakdown of total construction costs, advanced payments received to cover the local's share of the estimated costs and the remaining balance due. Please remit a check made payable to the "Texas Department of Transportation" in the amount shown above within 30 days from receipt of this letter.

Forward all payments to:

Texas Department of Transportation
ATTN: Financial Management - Accounts Receivable
125 E 11th St.
Austin, TX 78701

To ensure proper credit to your account, please include the above Project ID and invoice number on all payments and/or correspondence.

If you should have any questions concerning this matter, please refer to the contact listed on the attached Statement of Cost.

Sincereiy,

Financial Management Division

SB Code No. 1738A _Memorial Dr Phase 1
9-1-2026

STATEMENT OF COST
Entity: Memorial City Redevelopment Authority
Date: October 6, 2025

| Project | Preliminary Engineering/ CONSTF-LGPT | Construction | Construction Engineering | Sponsor Reimbursement / CNSTF-LGPR | Total |
|---|---|---|---|---|---|
| 0912-72-391 | $220,559.04 | $22,320,462.42 | $3,044,975.95 | | $25,585,997.41 |

| | % Participation | |
|---|---|---|
| Preliminary Engineering Portion Funded by Entity (100% of $140,559.04) ** | 100% | $140,559.04 |
| Construction Portion Funded by Entity (100% of $4,950,961.33) * | 100% | $4,950,961.33 |
| Construction Portion Funded by Entity (20% of $13,665,901) * | 20% | $2,733,180.20 |
| Construction Portion Funded by Entity (20% of $3,386,099) * | 20% | $677,219.80 |
| Construction Engineering Portion Funded by Entity (100% of $3,044,163.20) | 100% | $3,044,163.20 |
| Preliminary Engineering Portion Funded by Entity (20% of $80,000) | 20% | $16,000.00 |
| Construction Portion Funded by Entity (100% of $317,344.87 CNST-NP) | 100% | $317,344.87 |
| Construction Portion Funded by Entity (100% of $156.22 CNSTF) | 100% | $156.22 |
| Construction Engineering Portion Funded by Entity (100% of $812.75 CE Non-Part) | 100% | $812.75 |
| Adjustment | | $0.00 |
| Total Amount Chargeable To Entity | | $11,880,397.41 |
| Advanced Cash Payments | | $10,698,908.81 |
| Less: Amount Chargeable | | $11,880,397.41 |
| Total Amount Due To/From Local Entity | | ($1,181,488.60) |

Certified correct:
DocuSigned by:
B15D8BD4013E42D...

6/10/2026

Andrew J. Holick, P.E. (713) 802-5011
Houston District Director of Construc Date

CSJ 0912-72-391 : Reconstruct roadway including drainage, access management, and bicycle/pedestrian accommodations on Memorial Drive from Beltway 8 to Tallowood Road as shown on Attachment B.

CONSTRUCTION

| | |
|---|---|
| $22,320,462.42 | Total Construction Cost |
| -$10,932,720.80 | 80% State Funding |
| -$2,708,879.20 | 80%Fed Funding |
| | 80% Federal Funding |
| * $8,678,862.42 | |

Construction Engineering

| | |
|---|---|
| $3,044,975.95 | Total CE Costs |
| $0.00 | 20% State Funding |
| $0.00 | 100% State Funding |
| | 80% Federal Funding |
| ** $3,044,975.95 | |

Preliminary Engineering/CONSTF-LGPT

| | |
|---|---|
| $220,559.04 | Total PE Costs |
| -$64,000.00 | 80% Federal Funding |
| $0.00 | PE - 100% Local |
| *** $156,559.04 | |

3822

The Goodman Corporation

3200 Travis Street, Ste. 200
Houston, TX 77006

# Invoice

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

| Date | Invoice # |
|---|---|
| 8/31/2026 | 8-2026-88 |

| 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 | 91% | 1.00% | 390.57 |
| Contract Services | Task 5 – Lifecycle Reporting and Disbursement Assistance | 43,221.00 | 52% | 2.00% | 864.42 |
| | W-140 Detention Basin | | | | |

SB Code No. 1741
9-15-2026

| | |
|---|---|
| **Total** | $1,254.99 |
| **Balance Due** | $1,254.99 |

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

3822

The Goodman Corporation

3200 Travis Street, Ste. 200
Houston, TX 77006

# Invoice

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

| Date | Invoice # |
|---|---|
| 8/31/2026 | 8-2026-90 |

| Terms | Project |
|---|---|
| | MCT116 |

| Item | Description | Rate | Prior % | Current % | Amount |
|---|---|---|---|---|---|
| Contract Services | Task 1 – Grant Initiation and Execution | 20,000.00 | 100% | 0.00% | 0.00 |
| Contract Services | Task 2 – National Environmental Policy Act (NEPA) | 1,500.00 | 100% | 0.00% | 0.00 |
| Contract Services | Task 3 – Procurement Assistance | 17,500.00 | 100% | 0.00% | 0.00 |
| Contract Services | Task 4 – Project/Contract Management | 31,500.00 | 12% | 2.00% | 630.00 |
| Contract Services | Task 5 – Lifecycle Reporting and Disbursement Assistance | 36,000.00 | 33% | 2.00% | 720.00 |
| | Memorial Dr. Phase 2 | | | | |

| | |
|---|---|
| **Total** | $1,350.00 |
| **Balance Due** | $1,350.00 |

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

SB

Code No. 1738B
9-15-2026