# MEMORIAL CITY REDEVELOPMENT AUTHORITY, TIRZ NO. 17, City of Houston



Agenda and Agenda Materials Meeting of the Board of Directors

March 25, 2025

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

NOTICE is hereby given that the Board of Directors of the TIRZ 17 Redevelopment Authority (aka the Memorial City Redevelopment Authority) and the Tax Reinvestment Zone Number Seventeen, City of Houston, Texas, will hold a joint meeting on **Tuesday, March 25, 2025**, at **8:00 a.m.**, at Hawes Hill & Associates LLP, Spring Branch Conference Room, 9600 Long Point Road, Suite 250, Houston, Texas 77055 open to the public, to consider, discuss, and adopt such orders, resolutions or motions, and take direct actions as may be necessary, convenient, or desirable, with respect to the following matters:

## AGENDA

- 1. Establish quorum and call meeting to order.
- 2. Receive public comments. (In accordance with City of Houston procedures, a statement of no more than 3 minutes may be made on items of general relevance. However, if a person has spoken regarding a topic within the last 4 meetings, their time will be limited to 1 minute. There will be no yielding of time to another person. State law prohibits the Board Chair or members of the Board from deliberating a topic without an appropriate agenda item being posted in accordance with the Texas Open Meetings Law; therefore, questions or comments will not be addressed. Engaging in verbal attacks or comments intended to insult, abuse, malign or slander any individual shall be cause for termination of time privileges).
- 3. Approve Minutes from February 25, 2025, meeting.
- 4. Accept Annual Disclosure Statements from Investment Officer and Bookkeeper.
- 5. Conduct annual review of Investment Policy; and adopt Resolution Regarding Annual Review of Investment Policy.
- 6. Adopt Resolution Establishing the Authorized Depository Institutions and Adopting List of Qualified Broker/Dealers With Whom the Authority May Engage in Investment Transactions.
- 7. Receive financial and bookkeeper's report, including approval of payment of invoices, review of investments, and project cash flow reports.
- 8. CIP Committee update and recommendations:
  - a. Receive update from Gauge Engineering, LLC.
    - i. Sports Complex, Detention Basin A.
    - ii. Memorial Drive, Phase 2.
    - iii. W-140 Briar Branch Expansion
      - 1) Pay Application No. 2, W-140 Detention Basin, from Reytec Construction.
  - b. Receive update from The Goodman Corporation.
    - i. W-140 Detention Basin
    - ii. Memorial Drive Phase 2
- 9. Convene in Executive Session pursuant to Section 551.072, Texas Government Code, to deliberate the purchase, exchange, lease or value of real property; pursuant to Section 551.087, Texas Government Code, to discuss deliberate regarding economic development negotiations; and pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with attorney.
- 10. Reconvene in Open Session and authorize appropriate actions regarding purchase, exchange, lease or value of real property; economic development negotiations; and consultation with attorney.
  - a. Approve engagement for ESA Phase 1 services.
- 11. Series 2025 Contract Tax Revenue Bonds:
  - a. Consider matters regarding entering into a contract for disclosure counsel legal services and adopt Resolution Regarding Approval of Legal Services Contract.
  - b. Consider agreement with Hawes Hill & Associates LLP for bond management services.
- 12. Adjourn.

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. Members of the Board may participate by videoconference in accordance with requirements of the Texas Open Meetings Act, provided a quorum of the Board meets in-person. 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 February 25, 2025, meeting.

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

## February 25, 2025

## ESTABLISH QUORUM AND CALL MEETING TO ORDER.

The Board of Directors of the TIRZ 17 Redevelopment Authority/Memorial City Redevelopment Authority and Tax Reinvestment Zone Number Seventeen, City of Houston, Texas, held a regular joint meeting at Hawes Hill & Associates LLP, 9600 Long Point Road, Spring Branch District Conference Room, Suite 250, Houston, Texas 77055, open to the public on Tuesday, February 25, 2025, at 8:00 a.m., and the roll was called of the duly appointed members of the Board, to-wit:

Position 1 –Andy Iversen	Position 5 – Zachary R. Hodges, Asst. Secretary
Position 2 – John Rickel, Vice-Chair	Position 6 – Brad Freels
Position 3 – David P. Durham, Secretary	Position 7 – Dan Moody III
Position 4 – Ann T. Givens, <i>Chair</i>	

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

## **RECEIVE PUBLIC COMMENTS.**

There were no public comments.

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

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

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

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

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

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

## CIP COMMITTEE UPDATE AND RECOMMENDATIONS:

## a. Receive update from Gauge Engineering LLC.

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

## i. Sports Complex, Detention Basin A.

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

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

## iii. Memorial Drive, Phase 2

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

## iv. W-140 Briar Branch Expansion.

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

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

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

## b. Receive update from The Goodman Corporation.

- i. W-140 Detention Basin.
- ii. Memorial Drive, Phase 2
- iii. FY2026 Appropriations

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

CONVENE IN EXECUTIVE SESSION PURSUANT TO SECTION 551.087, TEXAS GOVERNMENT CODE, TO DISCUSS OR DELIBERATE REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS; PURSUANT TO SECTION 551.072, TEXAS GOVERNMENT CODE, TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY; AND PURSUANT TO SECTION 551.071, TEXAS GOVERNMENT CODE, TO CONDUCT A PRIVATE CONSULTATION WITH ATTORNEY.

The Board convened in Executive Session at 8:15 a.m.

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

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

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

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

## ADJOURN.

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

Secretary

## Agenda Memorandum

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

FROM: Executive Director

SUBJECT: Agenda Item Materials

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

## MEMORANDUM

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

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

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

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

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

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

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

(SIGNATURE) - Jennifer Landreville

## MEMORANDUM

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

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

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

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

NIA

\_\_\_\_\_

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

NIA

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

NIA

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

NA

(SIGN AFORE) -Kendeth Byrd

## Agenda Memorandum

- TO: Memorial City Redevelopment Authority TIRZ No. 17 Board of Directors
- FROM: Executive Director
- SUBJECT: Agenda Item Materials
  - 5. Conduct annual review of Investment Policy; and adopt Resolution Regarding Annual Review of Investment Policy.

#### **CERTIFICATE FOR RESOLUTION**

THE STATE OF TEXAS	§
	§
COUNTY OF HARRIS	§

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

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

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

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

#### **RESOLUTION REGARDING ANNUAL REVIEW OF INVESTMENT POLICY**

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

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

SIGNED this March 25, 2025.

Secretary, Board of Directors

## RESOLUTION REGARDING ANNUAL REVIEW OF INVESTMENT POLICY

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

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

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

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

PASSED AND APPROVED on March 25, 2025.

Chair, Board of Directors

ATTEST:

Secretary, Board of Directors

## AMENDED INVESTMENT POLICY

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

## ARTICLE I PURPOSE

## Section 1.01. Purpose.

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

## ARTICLE II DEFINITIONS

### Section 2.01. Definitions.

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

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

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

## ARTICLE III GENERAL PROVISIONS

## Section 3.01. General Investment Strategy.

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

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

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

## Section 3.02. Diversification.

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

## Section 3.03. Provisions Applicable to All Fund Groups.

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

## Section 3.04. Annual Review.

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

## ARTICLE IV INVESTMENTS

## Section 4.01. Authorized Investments.

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

A. Obligations, including letters of credit, of the United States or its agencies and instrumentalities; including the Federal Home Loan Banks; also including obligations that are fully guaranteed or insured by the FDIC or by the explicit full faith and credit of the United States;

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

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

## Section 4.02. Prohibited Investments.

Notwithstanding anything to the contrary stated herein, no funds of the Authority may be invested in the following or in any other type of investment prohibited by the Investment Act or other applicable law:

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

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

## ARTICLE V

## **COLLATERAL**

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE VI INVESTMENT OFFICER

## Section 6.01. Investment Officer.

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

## Section 6.02. Training.

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

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

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

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

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

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

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

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## ARTICLE VII PROCEDURES FOR INVESTMENT OF AUTHORITY MONIES

## Section 7.01. Qualified Broker/Dealers.

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

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

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

## Section 7.03. Certifications from Sellers of Investments.

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

## Section 7.04. Solicitation of Bids for Certificates of Deposit.

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

## Section 7.05. Settlement Basis.

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

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

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

- 1. Certificates of deposit shall be valued at their face value plus any accrued but unpaid interest.
- 2. Shares in money market mutual funds and investment pools shall be valued at par plus any accrued but unpaid interest.
- 3. Other investment securities with a remaining maturity of one year or less may be valued in any of the following ways:
  - (a) the lower of two (2) bids obtained from securities broker/dealers for such security;
  - (b) the average of the bid and asked prices for such investment security as published in The Wall Street Journal or The New York Times;
  - (c) the bid price published by any nationally recognized security pricing service; or
  - (d) the market value quoted by the seller of the security or the owner of such Collateral.

4. Other investment securities with a remaining maturity greater than one year shall be valued at the lower of two (2) bids obtained from securities broker/dealers for such security, unless two (2) bids are not available, in

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

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

## ARTICLE VIII

## **INVESTMENT STRATEGIES FOR EACH FUND**

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

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

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

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

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

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

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

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

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

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

### Section 8.06. Investment Strategy for the Surplus Fund.

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

## **ARTICLE IX**

## MISCELLANEOUS

#### Section 9.01. Superseding Clause.

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

#### Section 9.02. Open Meeting.

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

## Exhibit A

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

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

- From: \_\_\_\_\_\_\_\_ [Name of the "qualified representative" [Office such person holds] of the business organization offering to engage in an investment transaction with the Authority]
- of \_\_\_\_\_\_(the "Business Organization") [name of financial institution, business organization or investment pool]

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

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

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

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

Ву:	
Name:	
Title:	

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

## Agenda Memorandum

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

FROM: Executive Director

SUBJECT: Agenda Item Materials

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

#### **CERTIFICATE FOR RESOLUTION**

THE STATE OF TEXAS	§
	§
COUNTY OF HARRIS	§

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

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

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

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

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

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

SIGNED this 25th day of March, 2025.

Secretary, Board of Directors

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED on March 25, 2025.

Chair, Board of Directors

ATTEST:

Secretary, Board of Directors

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

ABC Bank Amegy Bank of Texas, N.A. American Bank Austin Capital Bank b1Bank (Business First Bancshares) BB & T BancorpSouth Bank of America N.A. Bank of New York - Mellon Bank of Texas N.A. Bank Ozk Brenham National Bank **BOK Financial Capital Markets** BOK Financial Securities, Inc. Cadence Bank Capital Bank of Texas Capital Markets Group Capital One Central Bank Chasewood Bank Citibank N.A. CIT Bank Comerica Bank **Comerica Securities** Commercial State Bank Community Bank of Texas Community Trust Bank **Coastal Securities** East West Bank First Bank of Texas First Citizens Bank First Financial Bank, N.A. First Lockhart National Bank First National Bank of Texas First Texas Bank Frontier Bank of Texas Frost National Bank Guaranty Bank & Trust Hancock Whitney Bank Herring Bank Hilltop Securities Hometown Bank, N.A. Horizon Bank Iberia Bank ICS Independent Bank Independent Finance International Bank of Commerce Inter National Bank IntraFi Network Deposits JP Morgan Chase Landing Rock Group LLC Legacy Texas Bank Lone Star National Bank

Lone Star Capital Bank Lone Star Investment Pool Moody National Bank New First National Bank North Star Bank of Texas One West Bank Origin Bank Omni Bank N.A. PNC Bank/The PNC Financial Services Group, Inc. Pioneer Bank Plains Capital Bank Plains State Bank PrimeBank of Texas Prosperity Bank R Bank Regions Bank Simmons Bank SouthStar Bank Southwest Securities Spirit of Texas Bank State Bank of Texas State Street Bank & Trust Co. Stellar Bank Stifel Nicholaus Southwestern National Bank Sunflower Bank Susser Bank Tex Star Investment Pool Texan Bank Texas Capital Bank N.A. Texas Class Texas Citizens Bank Texas Exchange Bank Texas First Bank Texas Gulf Bank Texas Regional Bank The Independent Bankers Bank The Mint National Bank Texas Savings Bank Texpool/Texpool Prime The Right Bank for Texas Third Coast Bank Trustmark National Bank United Bank of El Paso Del Norte United Texas Bank Unity National Bank U.S. Bank Veritex Bank Wallis Bank Wells Fargo Bank, N.A. Wells Fargo Brokerage Services, LLC Wells Fargo Trust West Star Bank Woodforest National Bank

## Agenda Memorandum

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

FROM: Executive Director

SUBJECT: Agenda Item Materials

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

## Memorial City Redevelopment Authority / TIRZ No. 17 Cash Management Report

February 28, 2025

ETI BOOKKEEPING SERVICES 17111 ROLLING CREEK DRIVE SUITE 108 HOUSTON TX 77090 TELEPHONE 281 444 3384 FAX 281 440 8304

Fiscal Year End: June 30, 2025

## Summary

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

## NOTES:

Debt Service Payments due in Fiscal Year End 2025:

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

## **General Operating Fund**

BEGINNING BALANCE:			30,829,534.85
<b>REVENUE:</b> Checking Interest - Wells Fa Texpool Interest Wells Fargo/TexSTAR (Sur Voided Check(s)	-	6.18 101,684.50 1,291.10 2,770.00	
Total Revenue:			105,751.78
DISBURSEMENTS: Checks Presented At Last M Checks Written at/after Last Bank Fees		473,869.14 0.00 77.55	
Total Expenditures			473,946.69
Ending Balance:			30,461,339.94
Location of Assets:			
Institution	Investment Number	Interest Rate	

Institution	Investment Number	Interest Rate	
Wells Fargo Checking	*5490	1.0800	9,751.64
TexPool	*0001	4.3555	30,064,401.25
Wells Fargo/TexSTAR	TexSTAR Surplus Funds	4.3625	387,187.05
		Total	30,461,339.94
# Memorial City Redevelopment Authority Checks Presented March 25, 2025

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

# **Debt Service Fund**

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

# Location of Assets:

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

# Memorial City Redevelopment Authority Investment Report February 28, 2025

# SCHEDULE OF INVESTMENTS

### Investment Pools

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

### Demand Accounts

Locatio	Interest	Purchase	Beginning	Interest	Deposits or	Ending
Fund Of Asse	ts Rate	Date	Balance	Earned	(Withdrawals)	Balance
GOF Wells Farg	o 1.08	6/8/2015	9,922.15	6.18	(176.69)	9,751.64

# Collateral Pledged In Addition to FDIC

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

### Certification:

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

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

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

			February		Year to	o Date ( 8 Mo	nths)	Annual
		Actual	Budget	Variance	Actual	Budget	Variance	Budget
ncom								
10	000 · Income							
	6001 · City Tax Revenue	1,537,574	1,599,500	-61,926	12,300,596	12,796,001	-495,405	19,194,00
	8223 · Interest Income	106,210	65,354	40,856	1,098,617	522,831	575,786	784,24
To	otal 1000 · Income	1,643,784	1,664,854	-21,070	13,399,213	13,318,832	80,381	19,978,24
6-	4350 · Grants	0	368,333	-368,333	0	2,946,667	-2,946,667	4,420,00
otal l	ncome	1,643,784	2,033,187	-389,403	13,399,213	16,265,499	-2,866,286	24,398,24
xpen	se							
33	35 · Management Consulting Services							
	6320 · Legal	3,249	4,167	-918	15,149	33,333	-18,184	50,00
	6322 · Eng Consultant/General Prof.Svc	1,075	5,000	-3,925	29,025	40,000	-10,975	60,00
	6337 · Construction Audit	0	417	-417	0	3,333	-3,333	5,00
	6343 · Other	0	0	0	30	0	30	
Тс	otal 3335 · Management Consulting Services	4,324	9,584	-5,260	44,204	76,666	-32,462	115,00
56	50 · Transfers							
	6420 · COH Administration Fee	0	0	0	959,700	959,700	0	959,70
	6430 · Municipal Services	0	0	0	0	0	0	2,256,61
То	tal 5650 · Transfers	0	0	0	959,700	959,700	0	3,216,31
	5707 · Principal	0	0	0	6,095,000	6,095,000	0	6,095,00
	5708 · Interest	580,879	636,832	-55,953	1,273,664	1,273,664	0	1,273,66
То	tal 5706 · Debt Service	580,879	636,832	-55,953	7,368,664	7,368,664	0	7,368,66
6-6	6300 · Maintenance & Operations							
63	00 · Administration & Overhead							
	6321 · Auditor	0	0	0	19,000	21,500	-2,500	21,50
	6333 · Bookkeeping/Accounting	1,761	1,583	178	13,585	12,667	918	19,00
	6340 · Administration Salaries/Benefit	10,000	10,000	0	105,000	80,000	25,000	120,00
	6344 · Bond Svcs/Trustee/FA	0	2,083	-2,083	11,750	16,667	-4,917	25,00
	6353 · Insurance	0	0	0	1,870	2,250	-380	2,25
	6359 · Bank Fees	78	0	78	440	0	440	_,
То	tal 6300 · Administration & Overhead	11,839	13,666	-1,827	151,645	133,084	18,561	187,75
70	00 · Capital Expenditure							
	1725 · Parks & Green Space Improv.	0	10,417	-10,417	0	83,333	-83,333	125,00
	1735(1) · Detention Basin A	0	625,377	-625,377	0	5,003,013	-5,003,013	7,504,52
	1737 · MetroNational - Detention/Roads	0	0	020,011	3,013,459	3,013,460	-1	3,013,46
-	1738A · Memorial Dr Drain & Mobility 1	0	41,362	-41,362	0,010,400	330,898	-330,898	496,34
-	1738B · Memorial Dr Drain & Mobility 2	8,750	104,454	-95,704	12,600	835,633	-823,033	
	1741 · W140 Detention Basin Extenions	3,498,821	402,579	3,096,242	3,987,145	3,220,628	766,517	1,253,45
	1742 · Detention Basin C	34,450	402,579	34,450	71,242	0		4,000,94
	1799 · Sidewalk Improvement Program	0	5,000	-5,000	0		71,242	60.00
To	tal 7000 · Capital Expenditure					40,000	-40,000	60,00
	xpense	3,542,021	1,189,189	2,352,832	7,084,446	12,526,965	-5,442,519	17,283,71
et Inc		4,139,063 - <b>2,495,279</b>	1,849,271 <b>183,916</b>	2,289,792 -2,679,195	15,608,659 -2,209,446	21,065,079 -4,799,580	-5,456,420 <b>2,590,134</b>	28,171,45 -3,773,20

# 3614

# Allen Boone Humphries Robinson LLP

To contact the ABHR Billing Department, please call 713-860-6400 or email at billing@abhr.com

March 18, 2025

### MEMORIAL CITY REDEVELOPMENT AUTHORITY

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

# **REMITTANCE PAGE**

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

### DUE UPON RECEIPT

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

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

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



Code No. 6320 3-18-2025



Invoice

# Equi-Tax Inc.

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

BILL TO

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

DESCRIPTION	AMOUNT
Monthly Consultant Services fee per Contract Based on 444 items on the tax roll as of January 2025, at \$0.30 per item	400.00
Invoice emailed to: Jennifer Landreville at jl@equitaxinc.com Fred King at bkp2@etiaccounting.com Scott Bean at sbean@haweshill.com Linda Clayton at lclayton@haweshill.com	
Code No. 6333 3-17-2025	\$400.00



INVOICE # DATE 3/1/2025 63159

# 3616

ETI Bookkeeping Services

PO BOX 73109 Houston, TX 77273

# Invoice

Date	Invoice#
2/1/2025	10442

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

Amount Description Qty Rate 1.159.28 1.159.28 Bookkeeping 201.25 Couriers 201.25

	Total	\$1.360.53
	Payments/Credits	\$0.00
Code No. 6333	Balance Due	\$1.360.53
2-17-2025		

3617

ETI Bookkeeping Services

PO BOX 73109 Houston, TX 77273

I	n	V	oi	С	e
I					dens

Date	Invoice #
3/1/2025	10476

Bill To

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

Description	Qty	Rate	Amount
Bookkeeping		1,159.28	1.159.28
2	<b>I</b>		
		Total	\$1 150 28

	Total	\$1.159.28
	Payments/Credits	\$0.00
Code No. 6333	Balance Due	\$1.159.28
3 17 2025		





Memorial City Rede 9600 Long Point Re Houston, TX 7705	d, Suite 200	ority/TIRZ 17		Proj Invo	rch 17, 2025 ject No: pice No:	2501778-0000 185515	
Desised	0504770 0000	7107 47 0			oice Total:	,845.00	
Project Professional Serv	2501778-0000		-call Engineerir	ng - 2024			
Phase	001	On-call Engineering					
Professional Pers	onnel						
			Hours	Rate	Amou	nt	
Staff Engineer	11						
Brister (Ga	akhar), Amber		4.00	105.00	420.0	00	
Senior Project	Manager						
Qaddo, Ka	aram		6.00	200.00	1,200.0	00	
Principal							
Ali, Muhan	nmad		1.00	225.00	225.0	00	
	Totals		11.00		1,845.0	00	
	Total Labor					1,845.0	C
Billing Limits		Cu	urrent	Prior	To-Da	te	
Total Billings		1.8	45.00	11,680.00	13,525.0	0	
Limit		1,0	40.00	11,000.00	25,000.0		
Remaining					11,475.0		
(tornalining					,		
				Total	this Phase	1,845.0	0
				Total t	this Invoice	1,845.0	



Code No. 6322 3-18-2025





# INVOICE

BILL TO Memorial City Redevelopment Authority/TIRZ #17	INVOICE DATE	2328 03/01/2025
PO Box 22167		
Houston, TX 77227		
United States		
DESCRIPTION		AMOUNT
Professional Consulting and Administration Fee: February 2025		10,000.00

BALANCE DUE

\$10,000.00



Code No. 6340 3-17-2025



The Goodman Corporation

3200 Travis Street, Ste. 200 Houston, TX 77006

# Invoice

c/o Hawes Hill &	al City Redevelopment Autho Associates LLP				2	Date /28/2025	Invoice # 2-2025-43
P.O. Box 22167 Houston, TX 772	27-2167			Te	erms		Project 1CT115
Item	Description	J	Rate	Т	Prior %	Current %	Amount
Contract Services Contract Services	Task 1 – Monitor and Present I Opportunities Task 2 – Pursuit of Funding Ongoing Pursuit Svc:		48,000			4.17%	
Please send payme The Goodman Cor 111 W. Anderson	poration				Total		\$2,000.0
ustin, TX 78757					Balance	Due	\$2,000.0



713-951-7951

Code No. 6322 3-17-2025



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

# **PROGRESS REPORT**

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

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

#### **Progress Complete**

Task 1 2 Prior Percent 20.84% 0.00%

Current Percent 25.01% 0.00%

#### **Progress Details**

### 1 – Monitor and Present Funding Opportunities

Attended Board of Directors meeting.

Attended CIP Committee meeting.

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

2 – Pursuit of Funding No activity this period.

3621



Memorial City Rede 9600 Long Point Ro Houston, TX 7705	d, Suite 200	ority/TIRZ 17			March 18, 2 Project No: Invoice No: Invoice To		2501809 185509F <b>34,450</b>	R	
Project <u>Professional Serv</u>	2501809-0000 ices Through M		Detention Basin		ility Update				
Phase Fee	001	Detention Basin C	Feasibility Updat						
Total Fee		116,800.00							
Percent Comp	lete	60.9949	Total Earned Previous Fee Bill Current Fee Billi <b>Total Fee</b>	-		71,242.0 36,792.0 34,450.0	00	34,450.00	
<b>Billing Limits</b> Total Billings Limit Remaining	I	:	<b>Current</b> 34,450.00	<b>P</b> 36,792	2.00	<b>To-Da</b> 71,242. 116,800. 45,558.	00 00		
				J	Total this Pł	nase		34,450.00	
— — — — — — — — — — — — — — — — — — —	002	Thompson Consul	Iting - Structural E	ngineeri	ng — — — —				
Total Fee		33,000.00					7		
Percent Comp	lete	0.00	Total Earned Previous Fee Bi Current Fee Billi <b>Total Fee</b>	-		0.	00 00 00	0.00	
<b>Billing Limits</b>			Current	P	Prior	To-Da	ate		
Total Billings Limit Remaining	J		0.00		0.00	0 33,000 33,000			
				-	Total this Pł	nase			
				Т	otal this Inv	oice		34,450.00	



Code No. 1742 3-18-2025

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



Memorial City Red 9600 Long Point R Houston, TX 7705	d, Suite 200	ority/TIRZ 17		March 18 Project N Invoice N	lo: 2	2501798-0000 185522	
				nvoice	Total:	,322.80	
Project	2501798-0000		Expansion - CMT				
Professional Serv	<u>ices Through M</u>	arch 14, 2025					
Phase	001	Construction M	aterials Testing				
Consultants			5				
Geotest Engin	eering, Inc.						
2/21/2025	-	ineering, Inc.	January 2025		6,322.80	D	
	Total Consu	ltants			6,322.80		D
<b>Billing Limits</b>			Current	Prior	To-Date	Ð	
Total Billings			6,322.80	0.00	6,322.80	נ	
Limit					88,504.00	0	
Remaining	)				82,181.20	0	
				Total this	Phase	6,322.8	D
				Total this Ir	nvoice	6,322.8	<u> </u>



Code No. 1741 3-18-2025



Memorial City Rede 9600 Long Point Ro Houston, TX 7705	d, Suite 200	ority/TIRZ 17		P Ir	larch 17, 2025 roject No: ivoice No: ivoice Total:	2501797-000 185516 <b>8,170.50</b>	0
Project	2501797-0000	W1	40 Expansion - CM-I				
Professional Serv			A 198 MANUTARY CONTRACTOR AND DEPARTMENT				
Phase			n Management & Inspec	<b></b> _			
Professional Pers		0011311401101	n wanagoment a moper				
			Hours	Rate	e Amo	ount	
Project Manag	er		nours	1101	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
Greaney, I			13.50	180.00	) 2,430	0.00	
Senior Inspect							
Chapa, Ro	berto		260.00	130.00	33,800	0.00	
Graduate Engi	neer						
Elmahmou	ıd, Laith		6.00	135.00		0.00	
	Totals		279.50		37,040		
	Total Labor					37,0	040.00
Billing Limits			Current	Pric	or To-E	Date	
Total Billings			37,040.00	26,410.0	63,45	0.00	
Limit					463,71	0.00	
Remaining	1				400,26	0.00	
				To	tal this Phase	37,0	040.00
 Phase	002	Expenses					
Reimbursable Exp	oenses						
Travel - Meals	, Hotel & Transpo	ortation			1,13	0.50	
	Total Reimb	oursables			1,13	0.50 1,	130.50
Billing Limits			Current	Pric	or To-l	Date	
Total Billings			1,130.50	540.4	0 1,67	0.90	
Limit					18,70	0.00	
Remaining	3				17,02	9.10	
				То	tal this Phase	1,	130.50
				Tota	al this Invoice	38,	170.50



Code No. 1741 3-18-2025



Memorial City Redevelopmen 9600 Long Point Rd, Suite 20 Houston, TX 77055		Proje Invoi	h 17, 2025 ect No: ce No: i <b>ce Total:</b>	2501799-0000 185518 <b>,177.50</b>	
Project 2501799					
Professional Services Thron	<u>ugh March 14, 2025</u>				
Phase 001	<b>Construction Phase Services</b>				
Professional Personnel					
	Hours	Rate	Amou	nt	
Project Engineer					
Huml, John	6.50	160.00	1,040.0	00	
Project Manager					
Qaddo, Karam	8.00	225.00	1,800.0	00	
Graduate Engineer					
Elmahmoud, Laith	2.50		337.5		
Totals		1	3,177.5		
Total L	Labor			3,177.50	
Billing Limits	Current	Prior	To-Da	te	
Total Billings	3,177.50	14,017.50	17,195.0	00	
Limit			132,100.0	00	
Remaining			114,905.0	00	
		Total t	his Phase	3,177.50	
		Total th	is Invoice	3,177.50	



Code No. 1741 3-18-2025

3622



March 14, 2025

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

Reference: Briar Branch (W140-01-00) Storm Water Detention Basin Expansion and Storm Sewer Improvements WBS No. N-T17000-0021-3 Reytec Construction Resources, Inc. Payment No. 02

Dear Ms. Givens:

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

The following billing information is to be used for payment:

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

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

Sincerely,

Muhammad Ali, P.E. Project Manager

Enclosures: Reytec Pay Est. No. 02



Code No. 1741 3-17-2025

Estimate No. 2 Cut off Date 02/28/25 Estimate Date 03/07/25		al City Redevelopm and Certificate for F			Ga	uge
Contractor Name : Rey Address : 190 Contract Date Start Date Current Contract Completion Date Substantial Completion Date Percentage By Time : Date Insurance Exp. : 9/30	tec Construction Resou 1 Hollister St. Houston, : 10/15/20 : 1/6/2025 : 4/20/202 : 11.28% In	TX 77080 24		WB CON Orig App 21.43% Tota 0.00% Day 6.78% Day	S No. N-T17000-0021-3 <b>FRACT TIME IN CALENDA</b> inal Contract Time roved Extensions I Contract Time s Used to Date s Remaining to Date edule Update Received	<b>R DAYS</b> : 470 : 0 470 : 53 : 417 :
CONTRACT AMOUNT TO DATE : 1- Original Contract Amount 2- Approved Change Orders		Date Ext.D	ays	Amount		\$13,797,688.00
3- Approved Work Change Directive		Date Ext.D	nange Directives to Date	Amount	Change Orders to Date	\$0.00
A. EARNINGS TO DATE 1. Work Completed to Date 2. Material Stored on Site 3. Material Stored in Place 4. Balance-Materials Accepted Not 5. Work Change Directives - In Place B. DEDUCTIONS 1. Retainage 5% 2. Retainage 8kelease 0% 3. Total Retainage			TC Current Month Bill @ 85% 02,147.05 \$0.00		DUNT (excludes WCDs)	\$13,797,688.00
<ul> <li>4- Liquidated Damages</li> <li>5- Assessments</li> <li>6- Inspector Overtime Costs</li> <li>C. AMOUNT DUE THIS PERIOD</li> <li>1- Total Earnings to Date</li> <li>2- Total Deductions</li> <li>3- Total Payments Due</li> <li>4- Less Previous Payments</li> <li>5- Restoration Adjustment</li> </ul>	0.00 Da	ys @ \$2,000.00		\$0.00 \$0.00 \$0.00 \$4,042,941.00 \$202,147.05	 TOTAL DEDUCTIO  	NS \$202,147.05 \$3,840,793.95 \$390,503.20 \$0.00
				OTAL AMOUNT DUE	CONTRACTOR THIS DATE BALANCE REMAINING	
Prepared By Karam Qaddo, P.E Approved By: TIRZ 17	an Kadb	3/11/2025 Date	Reviewed By	Muhammad Ali, P.	E.	3/11/2025 Date

1-00 BRIAR BRAI TORM SEWER IMP	MIMORIAL ETT KREIPKLICHMEIT AUTORITYTIIZ17 ICH FORM NYTH DETETTOR AUSE EZANSION PROVEMENTS WIS NO. I-F1170264021-3 RIM DESCURION	UOM	Est.Unit	Unit Price			Contractor: Reytec Constru 1901 Hollister S Houston, Texas 77080 This Month	ction Resources, In	nc.	Todays Date: Pay Period: Pay Estimate No, Rain Days This Month	3/7/2025 02/01/2025 - 02/28/2025 2	
		UQM	Quantity	Unit Price	Contract Amount	Quantities	Quantities	Quantities	This Month Billing	Total Amount Billed	% Complete	Explanation
MOBILIZATI	General Items	10						and the second				
CLEARING A	AND GRUBBING	LS	1	5 750,000.00	5 750,000.00	0.50	0.50	1.00 \$	375,000.00			
	D PEACE OFFICERS (MID BID \$55-HR)	AC HR	6 1000	\$ 2,500.00	\$ 15,000.00 \$ 55,000.00	4.00		4.00		\$ 10,000.00	67%	
12' PIPE GA	TF	EA	1000	\$ 55.00		0.00	19.00	19.00 \$	1,045.00	\$ 1,045.00	2%	
	Demolition Items	EA	2	\$ 5,000.00	5 10,000,00	0.00	-	0.00	5 -	5	- 0%	
REMOVE EX	KIST ASPHLAT PAVEMENT BY MILLING	SY	1986	5 500	\$ 9,930,00	0,00		0.00				
REMOVE AN	ND DISPOSE OF REINFORCED CONC PAV W/ W/O ASPHALT	SY	3785	5 12.00	\$ 45,420.00	0.00		0.00			- 0%	
REMOVE AN	ND DISPOSE OF EXIST CONC CURB	LF	2200	\$ 12.00 \$ 1.50	\$ 3,300,00	0.00		0.00		5	- 0%	
REMOVE AN	ND DISPOSE OF CONC DRIVEWAYS	SY	424	5 12.00		0.00				5	- 0%	
REMOVE AN	ND DISPOSE OF CONC SIDEWALKS & RAMPS	SY	61	\$ 15.00		0.00		0.00			- 0%	
REMOVE AN	ND DISPOSE OF EXIST STM SWR PIPE	LE	670	\$ 20.00		0.00				5		
REMOVE AN	ND DISPOSE OF EXIST MANHOLES	EA	7	\$ 850.00	\$ 5,950 00	0.00		0.00			- 05	
REMOVE AN	ND DISPOSE OF EXIST INLETS	EA	6	5 850.00	\$ 5,100.00	0.00		0.00		1	- 0%	
CUT AND PL		EA	3	\$ 2.000.00	S 6.000.00	0.00		0.00	5	-	- 0%	
	Traffic Control Items					1.00					1	1
TRAFFIC CC	ONTROL AND REGULATION	LS	1	5 112,500.00	\$ 112,500,00	0.10	0.10	0.20 \$	11,250.00	\$ 22,500.00	20%	
FURNISH AN	ND INSTALLING PRECAST LPCB TYP 162	LF	560	\$ 30.00	\$ 16,800.00	0.00		0.00		\$	- 0%	
MOVE PREC	CAST LPCB TYP 182	LF	880	\$ 15.00	\$ 13,200,00	0.00		0.00		1 .	- 0%	
REMOVE PR	RECAST LPCB TYP 162	LF	560	\$ 15.00	\$ 8,400.00	0.00	11/1	0.00	5	5	- 0%	
HYDRATED	Roadway Items LIME (SLURRY) OR COMMERCIAL LIME SLURRY	101										
8" LIME TRE	ATED STABILIZED SUBGRADE	TON	97	\$ 365.00	\$ 35,405.00	0.00		0.00	5 -	\$	- 0%	
	D CONCRETE PAVEMENT (6" DEPTH)	SY	4388	\$ 8.50	\$ 37,298.00	0.00		0.00	\$ .	1	- 0%	
REINFORCE	ED CONCRETE PAVEMENT (6" DEPTH) ED CONCRETE PAVEMENT (6" DEPTH) HES	SY SY	1534	5 60.00	S 122,720.00	0.00		0.00		\$	- 0%	
REINFORCE	D CONCRETE PAVEMENT (1" DEPTH) HES	SY	1041 534	\$ 100.00 \$ 115.00	5 104,100.00 \$ 61,410.00	0.00		0.00		1 .	- 0%	
REINFORCE	D CONCRETE PAVEMENT (11" DEPTH) HES	SY	534			0.00		0.00		1	- 0%	
TYPE D HOT	MIX ASPHALTIC CONC PAV. (1-1/2") INCL. TACKCOAT	TON		5 130.00	\$ 113,100.00 \$ 90,500.00	0.00		0.00		1	- 0%	
REINFORCE	D CONCRETE SIDEWALK (4-1/2") THICK)	SF	362	\$ 250.00 \$ 25.00	\$ 90,500.00 \$ 3,800.00	0.00		0.00		5	- 0%	
CONSTRUCT	T ADA COMPLAINT RAMP	SF	605	s 25.00 s 30.00	\$ 18,150.00	0.00				1	- 0%	
6-INCHES CO	ONC DRIVEWAY, INCL. EXCAVATION AND BASE	SF	3287	\$ 12.00	\$ 39,444.00	0.00		0.00		5	- 0%	
7-INCH HES	CONC DRIVEWAY, INCL. EXCAVATION AND BASE	SF		\$ 20.00		0.00		0.00			- 0%	
REINFORCE	D CONCRETE CURB (6")	LF	300	\$ 5.00	S 9 050 00	0.00		0.00		;	- 0%	
CONCRETE	PAVING HEADER	LF	195	5 15.00		0.00		0.00			- 05	
	Pavement Marking Items		100	10.00	5	0.00		0.00		•	- 0%	
THERMOPLA	ASTIC PAVEMENT MARKINGS - NO (121 (SLD)	LF	132	\$ 5.00	5 660.00	0.00		0.00		5	- 0%	
THERMOPLA	ASTIC PAVEMENT MARKINGS - (W) (24") (SLD)	IF	65	5 10.00		0.00		0.00		1	- 0%	
RASIED PAV	VEMENT MARKERS TYPE II (A-A)	EA	34	\$ 10.00	\$ 340.00	0.00		0.00		-	- 05	
THERMOPLA	ASTIC PAVEMENT MARKINGS - (Y)(4")(SLD)	LF	1274	\$ 2.50	\$ 3,185.00	0.00		0.00		1	- 0%	
	Drainage Items				5 .							
BRICK PLUG	3 IN RCB	SF	240	5 50.00	\$ 12,000 00	0.00		0.00	5	\$	- 0%	
TYP C-1 INLE	ET W/ ONE EXTENSION	EA	13	5 6,500.00	\$ 84,500 DD	0.00		0.00	s .	1	. 0%	
TXDOT TYP	C-1 INLET W/ ONE EXTENSION	EA	5	\$ 7,500.00	5 37,500.00	0.00		0.00	s .	\$	0%	
TYP C 4-FOC	OT DIA PRECAST ROUND CONC MANHOLE	EA	3	\$ 9,000.00	\$ 27,000.00	0.00		0.00	5 -	\$	- 0%	
DEPICH FUR	DT DIA PRECAST MANHOLE ON RCB	EA	10	5 3,000.00	\$ 30,000 00	0.00		0.00		1	- 0%	
DEGICN FU	RNISH, AND INSTALL 9x9 JUNCTION BOX	EA	3	\$ 30,000,00	\$ 90,000,00	0.00		0.00		\$	- 0%	
JUNCH PUR	RNISH, AND INSTALL 9x9' JUNCTION BOX W/ 4'x3' RESTRICTOR PIPE TO CURB	EA	1	\$ 30,000,00	5 30,000.00	0.00		0.00	s	1	- 0%	
4 INCH PVC	PIPE TO CURB	LF	20	\$ 20.00	\$ 400.00	0.00		0.00	s -	\$	- 0%	
24-15234 014	STM SWR BY OPEN CUT	LF	20	5 25.00	5 500.00	0,00		0.00		5	- 0%	
30-INCH DIA	STM SWR BY OPEN CUT	LF	151	\$ 200.00	\$ 30,200,00	0.00		0.00		\$	- 0%	
TxT RCB BY	OPEN CUT	UF UF		\$ 300.00	5 4.200.00	0,00		0.00		5	- 0%	
7x5' RCB BY		LF	2248	S 900.00	\$ 2,023,200,00 \$ 52,000,00	0.00		0.00	-	1	- 05	
7x4' RCB BY	OPEN CUT	LF	110	5 1.300.00 5 1,250.00		0.00		0.00		5	0%	
TRENCH SA	FETY SYSTEM	LF	2563	5 5.00	\$ 12,815.00	0.00		0,00		5	- 0%	
	SWPPP Items			3 3.00		3,00		0.00		•	0%	
	ECTION BARRIER	LF	78	\$ 25.00		78.00		78.00		\$ 1,950.00	100%	
BAGGED GR	ZAVEL BARRIER	LF	369	\$ 25.00		0.00	-	0.00		\$ 1,950.00	- 100%	1
REINFORCE	D SILT FENCE	LF	2059	\$ 2.00	\$ 4,118.00	1458.00		1498.00	\$	\$ 2,995.00	73%	
ROCK FILTE	R DAME - TYPE 2	LF	109	\$ 50.00	\$ 5,450.00	40.00		40.00		\$ 2,000.00		1
STABILIZED	CONSTRUCTION ACCESS	SY	110	5 35.00		65.00		66.00		\$ 2,310.00	60%	
-	Water Line Roms				s .						1	
HAND DIG FO	OR WATER LINE INSTALLATION	LS	1	\$ 5,000.00	\$ 5,000.00	0.00	1.00	1.00 \$	5,000.00	\$ 5,000.00	100%	
OFFSEI OF	EXIST 1-1/2" TO 2" DIA SERVICE LINE, LONG SIDE	EA	20	\$ 4,000.00	5 60,000.00	0,00		0.00	\$	\$ .	- 0%	
TREMOVE OF	EXIST WATER LINE (ALL SIZES) FETY SYSTEM	LF	460	5 12 00	\$ 5,520.00	0.00		0.00	\$	\$	- 0%	
WTD MAN	PETY SYSTEM PPE (PVC) 8-INCH, BY OPEN CUT	LF	395	\$ 10.00	\$ 3,950.00	0.00	194.00	194.00 \$		\$ 1,540.00	49%	
WTR MAIN D	IPE (PVC) BINCH, BY OPEN CUT	LF	207	\$ 250.00	\$ 51,750.00	0.00	98.00	98.00 \$	24,500.00	\$ 24,500.00	47%	
FIRE HYDRA	INT REALING OF CHENCUL	LF		\$ 350.00		0.00	96.00	96.00 \$	33,600.00	\$ 33,600.00	51%	
FIRE HYDRA		LF	5	\$ 250.00	\$ 1,250.00	0.00	1.00	1.00 \$	250.00	\$ 250.00	20%	
	AND SALVAGING FIRE HYDRANT	EA		\$ 15,000.00	\$ 15.000.00	0,00	1.00	1.00 \$			100%	
	& ABANDON (6 IN)	EA	1	\$ 550.00		0.00	1.00	1.00 \$		\$ 550,00	100%	
	8 ABANDON (6 IN)	EA		\$ 1,250.00		0.00	1.00	1.00 \$	1,250.00	\$ 1,250.00		
WET CONNE	ECTION (BIN)				\$ 2,700,00	0.00		0.00		\$	- 0%	
WET CONNE	CTION (12 IN)	EA	12		5 18,000,00	0.00	5,00	5.00 \$				
CONNE.	Sanitary Sewer Rems	EA	7	\$ 2,000.00	\$ 14,000,00	0.00	2.00	2.00 \$	4,000.00	\$ 4,000.00	29%	
ADJUST FXIS	ST SAN SWR MANHOLES TO GRADE	EA		£ 1,000,000	· · ·							
	EEL) (SAN SWR) (15 IN)	LF	40	\$ 1.000.00 \$ 250.00		0.00		0.00		1 .	- 0%	
10-INCH SAN	N SWR BY OPEN CUT	1F				0.00		0.00			- 0%	
	Illumination Items	LF	19	\$ 500.00	5 9.500.00	0,00		0.00	•	5	- 0%	
GROUNDBO	DX TYP D (162922)	EA	2	5 1,500,00	\$ 3,000,00	0.00		0.00				
	HTING CONDUIT, 2-INCH, SCH 80 PVC	<u></u>	162	\$ 30.00		0.00		0.00		\$	- 0%	

73 PIEZOMETER	EA			5 -						
74 TYP "C" 6-FOOT DIA PRECAST ROUND CONC MANHOLE	EA		\$ 7,500 00 3 \$ 30,000 00 3	5 7.500.00 5 30.000.00	0.00	0.00	\$	1 .	0%	
75 REMOVE AND DISPOSE OF SHEET PILE WEIR	SF	315	5 10.00		0,00	0.00		1	0%	
76 REMOVE AND DISPOSE OF CHANNEL LINING	SY		\$ 10.00	15,320.00	0.00	0.00			0%	
77 REMOVE AND DISPOSE OF EXIST CONC AND CURB/GUTTER	LF	60	\$ 5.00	300.00	0.00	0.00		1	0%	
78 REMOVE AND DISPOSE OF EXIST BACKSLOPE INTERCEPTOR STRUCTURE	EA	2	5 300.00 5	600.00	D.00	0.00	s -	1 .	0%	
79 REMOVE AND DISPOSE OF WATER VALVE 80 REMOVE AND DISPOSE OF WATER METER	EA		\$ 350.00 !	1,050.00	3.00	3.00	s -	\$ 1,050,00	100%	
80 HEMOVE AND DISPOSE OF WATER METER 81 REMOVE AND DISPOSE OF SPRINKLER	EA		\$ 350.00		5,00	5.00		\$ 1,750.00	100%	
82 REMOVE AND DISPOSE OF STRENKLER 82 REMOVE AND DISPOSE OF METAL POST WITH POST/CV BOX	EA		5 250.00	1,250.00	5.00	5.00	s -	\$ 1,250.00		
82 REMOVE AND DISPOSE OF MEIAL POST WITH POSTALV BOX 83 REMOVE, STOCKPILE, AND RE-INSTALL STONE RIPRAP	EA SY		\$ 250.00	500 00 51,800,00	2.00			\$ 500.00		
84 COARSE FILTER TOE DRAIN (CONC GRAVEL)	LF		5 70.00 S		0.00	0.00		1	0%	
85 TOE DRAIN WASHOUT STRUCTURE (PVC)	EA		\$ 35.00 S 1.500.00 S		0.00	0.00	<u>s</u> -		0%	the second se
86 CRUSHED LIMESTONE - 6" DEPTH (ALL WEATHER ACCESS ROAD)	SY	4104		52,080.00		0.00		1	0%	
87 GRANULAR FILL 3'35" (8-INCH DEPTH) (150 LB/CF) INCL. GEOGRID	TON	2044	\$ 80.00 1	163,520.00	0.00	0.00	;	1	0%	
88 24" ALUMINIZED STEEL TYPE 2 CMP BY OPEN CUT	LF		5 120.00		0.00	0.00		:	0%	
89 36" ALUMINIZED STEEL TYPE 2 CMP BY OPEN CUT	LF		5 150.00 1	18,600.00	0.00	0.00		\$	0%	
90 URBAN INTERCEPTOR STRUCTURE	EA	2	\$ 5,000.00	10,000.00	0.00	0.00	\$	\$ .	0%	
91 CARE AND CONTROL OF WATER 92 EXCAVATION AND OFFSITE DISPOSAL	LS	1	\$ 60,000,00 !	60,000.00						
92 EXCAVATION AND OFFSITE DISPOSAL 93 EXCAVATION STOCKPILE, AND RE-USE SOIL	CY	57400			0	0.00		\$ .	0%	
94 IMPORTED CLAY (CAP OVER SLURRY WALL)	CY CY		\$ 30.00 1 \$ 50.00	6,000.00	0	0.00	5 -	\$ .	. 0%	
95 CONCRETE CHANNEL LINING, 5" (PILOT CHANNEL)	SY				0	0.00	\$ .	1	0%	
96 CONCRETE CHANNEL LINING, 6" (WEIR)	SY	2385	\$ 150.00 S 80.00 S	163,950.00 190,600.00	0	0.00		1 .	0%	
97 CONCRETE CHANNEL LINING REPAIR 6" (WEIR)	SY		5 80.00 S	54.000.00	0	0.0000		1	0%	
98 RIRPAR (GRADE NO. 1) (18")	SY		\$ 120.00		0	0.00		;	0%	
99 SUBSURFACE BARRIER WALL (FURNISH AND INSTALL)	SF	157500			0	157500 157500.00		\$ 3,150,000,00	100%	
100 6" PVC (SDR26)	LF	120	\$ 50.00 !	6,000.00		13/300 13/300.00	\$ 3,150,000.00	5,150,000,00	100%	
Pump Station Items				s -	5	0.00		•	0%	
101 GROUND WATER CONTROL FOR OPEN CUT CONSTRUCTION 102 TRENCH SAFETY SYSTEMS FOR TRENCH EXCAVATION	1.5		\$ 5,000.00 !		0	0.00	\$	\$	0%	
	LF		5 5.00 5		0	0.00		\$ .	0%	
103 4x4' PRECAST REINFORCED CONCRETE BOX SEWERS 104 (PAINTING) PAINTING FOR PIPING, VALVES	LF	130	\$ 500.00	65,000.00	0	0.00		1 .	0%	
104 (PAINTING) PAINTING FOR PIPING, VALVES 105 VERTICAL, SINGLE STAGE, NON-CLOG CENTRIFUGAL PUMPS	LS		\$ 20,000.00	20,000.00	0	0.00		\$ .	0%	
106 AIR RELEASE VALVE FOR PUMPING SYSTEM FORCE MAIN PIPING	LS EA		\$ 450,000 00 1 \$ 15,500,00 1		0	0.00	-	1	0%	
107 PUMP STATION PIPING - 12-INCH RISER PIPING, INCL. VALVES	LS				0	0.00	s .	1	0%	
108 PIPE STATION PIPING - 18-INCH RISER PIPING, INCL. VALVES	15		\$ 165,000.00 5 \$ 85,000.00 5	165,000.00 85,000.00	0	0.00		\$ .	0%	
109 STRUCTUAL - WET WELL		Carlander and a	3 83,000.00 3	63,000.00	U	0.00		1 .	0%	
109.1 STRUCTUAL - WET WELL (ENGINEERING)	LS	1	\$ 50,000 00 3	50,000,00	0	0.00	Alter a second second second second second		0%	
109.2 STRUCTUAL - WET WELL (EXCAVATION PUMP STATION PAD)	LS	1	\$ 50,000,00 3		0	0.00		:	0%	
109.3 STRUCTUAL - WET WELL (26' DIA LINER PLATE SHAFT)	LS	1	\$ 250,000.00	250,000.00	0.00	0.00			0%	
109.4 STRUCTUAL - WET WELL (CIP WET WELL CONC PLUG)	LS	1	\$ 100,000 00 5	100,000 00	0	0.00		5	0%	
109.5 STRUCTUAL WET WELL (CIP WET WELL BOTTOM SECTION)	LS		\$ 300,000.00 \$	300,000.00	0	0.00	\$	\$	0%	and the second
109.6 STRUCTUAL - WET WELL (CIP WET WELL TOP SECTION) 109.7 STRUCTUAL - WET WELL (CIP WET WELL TOP)	LS		5 300,000.00 3		0	0.00	5 -	\$ .	0%	
109.7 STRUCTUAL - WET WELL (CIP WET WELL TOP) 109.8 STRUCTUAL - WET WELL (CIP WET WELL INTERNAL SUPPORT COLUMNS)	15		\$ 75,000.00 \$	75,000.00	0	0.00	5 .	\$ .	0%	
1099 STRUCTUAL - WET WELL (DEBRIS SCREENMETAL COMPONENTS)	LS		\$ 50,000.00 S	50,000.00	0	0.00		1 .	0%	
109.10 STRUCTUAL - WET WELL (BACKFILL STRUCTURE)	LS		\$ 100,000.00 \$ \$ 25,000.00 \$	100,000.00	0	0.00	5 -	\$	0%	and a statement of the
110 STRUCTUAL - VALVE VALLY	LO	COLUMN STREET	3 23,000.00	25,000.00	U	0,00	5	s .	0%	
110.1 STRUCTUAL - VALVE VAULT (CIP CONC BOTTOM)	LS	1	S 100.000.00 S	100,000 00	0	0.00	Charles and the second s	1	0%	
110.2 STRUCTUAL - VALVE VALUET (CIP CONC WALLS)	LS	1	\$ 100,000.00 \$	100,000,00	0	0,00		;	0%	
110.3 STRUCTUAL - VALVE VAULT (INSTALL SCREEN/PLATFORM)	LS	1	S 50,000,00 S	50,000,00	0	0.00		:	0%	
111 STRUCTUAL - INTAKE STRUCTURE	LS	1	\$ 35,000.00 \$	35,000.00	0	0.00	5	1	0%	
112 STRUCTUAL - RETAINING WALL MODIFICATIONS	15	1	\$ 30,000.00 \$	30,000.00	0	0.00	\$ .	\$	0%	
113 STRUCTURAL-CMU CONTROL BUILDING W/ PRECAST ROOF						and the second				
	LS	1			0	0.00	5 -	\$ .	0%	
	LS		\$ 27,500.00 \$		0	0.00	s -	\$ .	0%	
113.3 STRUCTURAL - CMU CONTROL BUILDING (ROOF) 113.4 STRUCTURAL - CMU CONTROL BUILDING (INTERIOR FINISHES)	LS	1			0	0.00	s -	\$.	0%	
114 ELECTRICAL - CONTROL BUILDING (INTERIOR FINISPES)	LS EA		\$ 22,000.00 \$ \$ 10,000.00 \$		0	0.00	5	\$ .	0%	
115 ELECTRICAL - LIGHTING CONTRACTOR	EA			10.000.00	0	0.00	<u>.</u>	1	0%	
116 ELECTRICAL - LIGHTING/DISTRIBUTION PANEL	EA				0	0.00		1	0%	
117 ELECTRICAL - AUTODIALER OR MOTOROLA ACE3600	EA	i	5 10.000.00 5	10.000.00	0	0.00 D.00		1	0%	and the second se
118 ELECTRICAL - MISCELLANEOUS ELECTRICAL, INSTRUMENTATION	EA	1			0	0.00	;	1	0%	
119 ELECTRICAL - OTHER LIGHTING INCL. ELECTRICAL BUILDING	EA	1	5 20.000.00 5		0	0.00	1	1	0%	
120 ELECTRICAL - LEVEL INDICATING TRANSMITTER FOR CONTROL PANEL	EA	2	\$ 5,000.00 \$	10,000,00	0	0.00	i	:	0%	
121 ELECTRICAL - CONDUIT AND CABLE 122 ELECTRICAL - NEW ELECTRICAL SERVICE	EA	1	\$ 20,000.00 \$	20,000.00	0	0.00	\$	1	0%	and the second se
	EA	1	5 160,000,00 5	160,000.00	0	0,00	5	\$ .	0%	
123 ELECTRICAL - MOTOR CONTROL CENTER WI MTS 124 ELECTRICAL - IKVA 1-PHASE TRANSFORMER	EA	1			0	0.00	\$ -	\$ .	0%	
125 ELECTRICAL - 15KVA 1-PHASE TRANSFORMER	EA EA	1			0	0.00	5	5	0%	
126 ELECTRICAL - FIELD INSTRUMNETATION (2 X HYDRRANGER UNITS)	EA EA	1	\$ 20,000.00 \$ \$ 10,000.00 \$	20,000.00	0	0.00		1	0%	
Itee Protection Items	EA		10,000,00	20,000.00	0	0.00	• -	\$	0%	
127 Install Root Pruning Trench	LF	275	S 10.00 5	2.750.00	-	0.00				
128 Install Zero Curb Cutback	LF	810	\$ 15.00 \$		0	0.00	;		0%	
Landscaping tiems						0.00		•	0%	
129 BERMUDA SOD (INCL. TOPSOL)	SY	2432	5 5.00 5	12,160.00	0	0.00	5	5	0%	
130 HYDROMULCH SEEDING	AC	7	\$ 1,500.00 \$	10,500.00	0	0.00	\$	1	0%	and the second se
Extra Work Rems			3	- 1						
131 TEMPORARY BASIN PUMPING 132 CLEARANCE PRUNE TREE	MO	15	\$ 1,000.00 \$		1	1 2.00	\$ 1,000.00	\$ 2,000.00		
132 CLEARANCE PRUNE TREE 133 CROWN CLEANING PRUNE	EA	10	\$ 150,00 \$		0	0.00	5 -	\$ .	0%	
134 ROOT STIMULATION	EA FA	10			0	0.00	1 .	s .	0%	
Cash Allowance Items	EA	10	\$ 150.00 \$	1,500.00	0	0.00	5	\$ .	0%	
135 Street Cut Permit	CA		5 5.000.00 5	5,000.00		0.00				Contractor in the second se
136 Street Lights	CA	1			0		5 · · ·	:	0%	
137 Work Change Directives	CA	1			0	0.00			0%	and the second se
				212,230,00		1 0,00	1	•	0%	
			1	13,797,688.00		This Month's Billings	\$ 3,631,885.00			

Previous Billings		
Manth	A	nount
01/01/2025 through 01/31/2025	5	390,503 20
The second se		
Construction of the second		
	TOTAL S	390,503,20

Due This Monte Die This Monte

\$ 4,042,341.00 \$ 4,042,341.00 \$ (202,147.05) \$ (390,503.20) \$ 3,450,290,75 Earned to date Stored Materials Subtotal Retainage (5%) Previous Payments

3623

The Goodman Corporation

3200 Travis Street, Ste. 200 Houston, TX 77006

# Invoice

Bill To TIRZ 17 Memori c/o Hawes Hill & P.O. Box 22167 Houston, TX 772				Date 2/28/2025	Invoice # 2-2025-42
			Terms	Pr	oject
,				мс	CT113
Item	Description	Rate	Prior %	Current %	Amount
Contract Services Contract Services Contract Services Contract Services Contract Services	Task 1 – Grant Initiation and Execution Task 2 – National Environmental Policy Act Task 3 – Design and Bid Phase Compliance Task 4 – Construction Phase Compliance Task 5 – Lifecycle Reporting and Disbursement Assistance	28,506.00 26,161.00 39,057.00		0.00% 0.00% 2.20% 0.00%	0.00 0.00 859.25 0.00
Please send payme The Goodman Cor 911 W. Anderson J	poration		Total		\$859.25
Austin, TX 78757			Balance	e Due	\$859.25

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



Code No. 1741 3-17-2025



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

# **PROGRESS REPORT**

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

From: Kara McManus	
Project Name: W-140 Detention Basin Improvements Project EPA State and Tribal Assistance Grant Compliance and MGMT /	ssi
Project Code: MCT113	
Billing Period: Feb-25	

**Progress Complete** 

Prior Percent	Current Percent
100.00%	100.00%
100.00%	100.00%
100.00%	100.00%
13.90%	16.10%
10.00%	10.00%
	100.00% 100.00% 100.00% 13.90%

#### **Progress Details**

#### 1 – Grant Initiation and Execution

Task is closed. Grant was approved in October 2023.

#### 2 – NEPA

Task is closed. Grant was approved in October 2023.

#### 3 – Design and Bid PH Compliance

Task is closed.

#### 4 – Construction PH Compliance

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

Attended progress meeting on-site 2/21/25

### 5 – Lifecycle Reporting and Disbursement Assistance

The Goodman Corporation

3200 Travis Street, Ste. 200 Houston, TX 77006

# Invoice

Bill To	al City Redevelopment Autho			Date 2/28/2025	Invoice # 2-2025-44
c/o Hawes Hill & P.O. Box 22167 Houston, TX 772	Associates LLP				
			Terms		Project
				1	MCT116
Item	Description	Rate	Prior %	Current %	Amount
Contract Services Contract Services	Task 1 – Grant Initiation and Execution Task 2 – National Environmental Policy Act (NEPA)	20,000.00 1,500.00	0%	0.00%	0.00
Contract Services Contract Services Contract Services	Task 3 – Procurement Assistance Task 4 – Project/Contract Management Task 5 – Lifecycle Reporting and Disbursement Assistance	17,500.00 31,500.00 36,000.00	0%	50.00% 0.00% 0.00%	0.00
	Memorial Dr. Phase 2				
	ł				
	~				
Please send payme The Goodman Cor 911 W. Anderson	poration		Total		\$8,750.00
Austin, TX 78757	# Exv.#	and the same	Balanc	e Due	\$8,750.00

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



Code No. 1738B 3-17-2025

# THE GOODMAN CORPORATION

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

# **PROGRESS REPORT**

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

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

and the second	<b>Progress Complete</b>

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

#### **Progress Details**

1 - Grant Initiation and Execution No activity this period.

2 - National Environmental Policy Act No activity this period.

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

4 - Project/Contract Implementation No activity this period.

5 - Lifecycle Reporting and Disbursement Assistance

### Agenda Memorandum

- TO: Memorial City Redevelopment Authority TIRZ No. 17 Board of Directors
- FROM: Executive Director

SUBJECT: Agenda Item Materials

### 8. CIP Committee update and recommendations:

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



# Planning/Preliminary:

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

# PROGRESS REPORT—MARCH 2025 BRIAR BRANCH STORM WATER DETENTION BASIN EXPANSION AND STORM SEWER IMPROVEMENTS

WBS No. N-T7000-0021-3

# **PROJECT LOCATION**

### Storm sewer and roadway improvements:

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

### **Basin improvements:**

• At existing basin between Bunker Hill Rd and Blalock Rd.

# FUNDING PARTNERS

• EPA: \$3,394,000

# **PROJECT OBJECTIVES & DESCRIPTION**

### Reduce risk of flooding in neighborhood by:

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

### Associated Improvements

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

# **Existing Basin**



# **BASIN DETENTION VOLUME**

Pre-project volume: 44 ac-ft Added volume: 35.1 ac-ft\* Total: 79.2 ac-ft \*80% capacity increase



# **Existing Roadway**



# PROJECT STATUS

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

# NEXT STEPS

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



# **PROGRESS REPORT—MARCH 2025 BRIAR BRANCH STORM WATER DETENTION BASIN EXPANSION AND STORM SEWER IMPROVEMENTS**

WBS No. N-T7000-0021-3

# **CONSTRUCTION TIME**

- **Original Contract Time:**
- Mobilization Date:

470 Days Jan 6<sup>th</sup>, 2025

ENGINEERING

# **CONTACT INFORMATION**

# **Construction Manager:**

Gauge Engineering 11750 Katy Freeway, Suite 400 Houston, TX 77079

### **Contractor:**

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



# **PROGRESS PHOTOS**



Slurry Wall Equipment



Water Line Installation



# **PAYMENT ESTIMATES**

Original Contract Amount	\$13,797,688.00
Change Order Amount to Date	\$0.00
Current Contract Amount	\$13,797,688.00
Previous Payments	\$390,503.20
Current Payment Due (Minus Retainage)	\$3,450,290.75
Contract Completion Date	April 20, 2026
Balance Remaining	\$9,754,747.00



Slurry Wall Installation



**Backfill and Compaction** 







Connecting Capital to Communities Since 1980 TBPE NO. F-19990 Houston + Austin, TX www.**thegoodmancorp**.com Phone: (713) 951-7951

То:	Memorial City Redevelopment Authority
	Attn: Ann Givens, Board Chair
From:	Kirk Myers, PE, PMP
Subject:	W-140 Detention Basin Improvements Project
	EPA Grant 02F25701 - 1
	Construction Contract Pay Estimate #2
Date:	March 12, 2025

This memo serves as notification of approval of Pay Estimate #2 for the subject Project. The pay application submitted by Reytec Construction Resources, Inc., reflects work completed during the period from 2/1/2025 to 2/28/2025. The Goodman Corporation (TGC) has reviewed the pay application, certified payrolls, and supporting documents and has determined all items are in compliance with the plans, specifications, and contract conditions. TGC hereby recommends payment of \$3,450,290.75 to Reytec Construction pursuant to the executed contract.

The following billing information is to be used for payment:

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

The Authority may draw down 80% of these costs, or \$2,394,000.00, from the EPA funding allocated to this project in accordance with the grant agreement. The Authority share is \$1,056,290.75. The total allocations of Federal and Authority shares and summary of work completed this period are provided on the following page. TGC requests copies of all ECHO drawdown receipts for the project file.

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

Encl: Certified Pay Estimate Packet DBE Contractor Payment Report

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

Pay Estimate (Period)	Payment Due Contractor	Federal Share (EPA Grant 02F25701-1)	Authority Share
#1 (1/1/25-1/31/25)	\$390,503.20	\$3,458.00	\$387,045.20
#2 (2/1/25-2/28/25)	\$3,450,290.75	\$2,394,000.00	\$1,056,290.75
Running Totals	\$3,840,793.95	\$2,397,458.00	\$1,443,335.95

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

The work completed during this period corresponds to approximately 26.3% of the bid schedule, bringing the project earned value to 29.3%. Elapsed contract time is 46 of 470 calendar days (9.8%). There have been no approved changes to the contract. The summary of completed work for the stated period is provided in the following table.

Item Category	Item Description	% Complete	Total %
Item Category		this Period	Completed
General	Mobilization	45.31%	91.69%
Traffic Control	Traffic Control and Regulation	7.46%	14.91%
Water Line	Hand digging, Trench Safety	37.37%	37.37%
	8-/12-in PVC Main, Fire Hydrant, Cut/Plug, Wet Connects	57.5770	57.5770
Detention Basin	Subsurface Barrier Wall	58.63%	58.71%
Extra Unit Price	Temporary Basin Pumping	4.88%	9.76%



March 14, 2025

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

Reference: Briar Branch (W140-01-00) Storm Water Detention Basin Expansion and Storm Sewer Improvements WBS No. N-T17000-0021-3 Reytec Construction Resources, Inc. <u>Payment No. 02</u>

Dear Ms. Givens:

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

The following billing information is to be used for payment:

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

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

Sincerely,

Muhammad Ali, P.E. Project Manager

Enclosures: Reytec Pay Est. No. 02

Estimate No. Cut off Date Estimate Date	2 02/28/25 03/07/25			Memorial Cit Estimate and C		ent Authority / <sup>-</sup> ayment Unit Pr				
Project Name Contractor Na Address		: Rey	tec Constr	riar Branch Storm W uction Resources, Ir St. Houston, TX 770	IC.	in Expansion and S	torm Sewer Improv	vements WBS No. N-T17000-002 CONTRACT TIME IN CAL		
	ract Completio Completion Da 3y Time	te :	11.28% /2025	: 10/15/2024 : 1/6/2025 : 4/20/2026 : In Place Drug Policy Du		Current M/S W	BE : 21.43% BE : 0.00% BE : 6.78% BE : 0.00%	Original Contract Time Approved Extensions Total Contract Time Days Used to Date Days Remaining to Date Schedule Update Received		470 0 470 53 417
	MOUNT TO D Il Contract Am ed Change Or	ount							\$13,797,688	3.00
			No.	Date	Ext.Da	iys	Amount			
3- Approv	ed Work Char	nge Directiv	es	al Approved Extentio			Amount	Total Change Orders to Da	ate \$0.00	
			No.	Date	Ext.Da	iys	Amount			
				Tota	I Pending Work Ch	ange Directives to [				
A. EARNING 1- Work C	S TO DATE	Date		29.3	0% Complete	Current Mont	h Billing \$3,631	ACT AMOUNT (excludes WCE ,885.00 2,941.00	9s) <b>\$13,797,688</b>	3.00
3- Materia	al Stored on Si al Stored in Pla e-Materials Ac	ace	in Place		\$0.00 \$0.00 \$0.00	@ 85%	\$0	0.00		
5- Work C B. DEDUCTI	Change Directi	ves - In Pla	се			_	\$0	TOTAL EARNINGS	TO DATE \$4,042,9	41.00
1- Retaina 2- Retaina	age age Release	5% 0%	Of Of	\$4,042,941.00 \$4,042,941.00	<u>\$20</u>	0 <u>2,147.05</u> <u>\$0.00</u>				
3- Total R 4- Liquida 5- Assess	ited Damages			0.00 Days @	\$2,000.00		\$0	<u>147.05</u> 0.00 0.00		
	tor Overtime C						\$0	0.00 TOTAL DED	UCTIONS \$202,14	7.05
1- Total E 2- Total D	arnings to Dat						\$4,042 \$202,	2,941.00 147.05	\$3,840,7	02.05
4- Less Pi	revious Payme ation Adjustme								\$3,840,77 \$390,50 \$0.0	)3.20
							TOTAL AMOU			
								BALANCE REM	AINING \$9,754,74	7.00
Prepared		Qaddo, P.E	am Xa	0	1/2025 Date	Reviewe		ad Ali, P.E.	3/11/20 Da	
Approved	By: TIRZ 1	7		]	Date 3-25-202	5				

#### MEMORIAL CITY REDEVELOPMENT AUTHORITY/TIRZ17

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

Contractor:	
Deutes Construction Decourses	Inc

Reytec Construction Resources, Inc 1901 Hollister St.

							Houston, Texas 77080		I	Rain Days This Month		
Item	Item Description	UOM	Est.Unit Quantity	Unit Price	Contract Amount	Previous Quantities	This Month Quantities	To Date Quantities	This Month Billing	Total Amount Billed	% Complete	Explanation
	General Items		Quantity			Quantities	Quantities	Quantities				
1	MOBILIZATION	LS	1	\$ 750,000.00		0.50		1.00				
2	CLEARING AND GRUBBING UNIFORMED PEACE OFFICERS (MID BID \$55-HR)	AC HR	6 1000	\$ 2,500.00 \$ 55.00		4.00		4.00 19.00		\$ 10,000.00 \$ 1,045.00		
4	12' PIPE GATE	EA	2	\$ 5,000.00		0.00		0.00		\$ 1,043.00 \$ -	0%	
	Demolition Items									•		
5	REMOVE EXIST ASPHLAT PAVEMENT BY MILLING	SY	1986	\$ 5.00		0.00		0.00		<u>\$</u> -	0%	
6	REMOVE AND DISPOSE OF REINFORCED CONC PAV W/ W/O ASPHALT REMOVE AND DISPOSE OF EXIST CONC CURB	SY LF	3785 2200	\$ 12.00 \$ 1.50		0.00		0.00	-	<u>\$</u> - \$-	0%	
8	REMOVE AND DISPOSE OF CONC DRIVEWAYS	SY	424	\$ 12.00		0.00		0.00		\$ -	0%	
9	REMOVE AND DISPOSE OF CONC SIDEWALKS & RAMPS	SY	61	\$ 15.00	\$ 915.00	0.00		0.00	\$-	\$-	0%	
10	REMOVE AND DISPOSE OF EXIST STM SWR PIPE	LF	0.0	\$ 20.00		0.00		0.00	-	\$ -	0%	
11 12	REMOVE AND DISPOSE OF EXIST MANHOLES REMOVE AND DISPOSE OF EXIST INLETS	EA	7	\$ 850.00 \$ 850.00		0.00		0.00 0.00	Ť	<u>\$</u> - \$-	0%	
13	CUT AND PLUG PIPES	EA	ů –	\$ 2,000.00		0.00		0.00		\$-	0%	
	Traffic Control Items											
14 15	TRAFFIC CONTROL AND REGULATION FURNISH AND INSTALLING PRECAST LPCB TYP 1&2	LS LF	1	\$ 112,500.00 \$ 30.00		0.10		0.20		<u>\$ 22,500.00</u> \$ -	20% 0%	
15	MOVE PRECAST LPCB TYP 1&2	LF	560 880	\$ <u>30.00</u> \$ 15.00		0.00		0.00		\$ -	0%	
17	REMOVE PRECAST LPCB TYP 1&2	LF	560	\$ 15.00		0.00		0.00		\$ -	0%	
	Roadway Items											
18 19	HYDRATED LIME (SLURRY) OR COMMERCIAL LIME SLURRY 8" LIME TREATED STABILIZED SUBGRADE	TON SY	97 4388	\$ 365.00 \$ 8.50		0.00		0.00 0.00	-	<u>\$</u> - \$-	0%	
20	REINFORCED CONCRETE PAVEMENT (6" DEPTH)	SY	4388	\$ 8.50 \$ 80.00		0.00		0.00		<u> </u>	0%	
20	REINFORCED CONCRETE PAVEMENT (6" DEPTH) HES	SY	1001	\$ 100.00		0.00		0.00		\$-	0%	
22	REINFORCED CONCRETE PAVEMENT (11" DEPTH)	SY	534	\$ 115.00		0.00		0.00		\$-	0%	
23 24	REINFORCED CONCRETE PAVEMENT (11" DEPTH) HES TYPE D HOT MIX ASPHALTIC CONC PAV, (1-1/2") INCL. TACKCOAT	SY TON	870 362	\$ 130.00 \$ 250.00		0.00		0.00		<u></u> - s -	0%	
24	REINFORCED CONCRETE SIDEWALK (4-1/2") THICK)	SF	362 152	\$ 250.00 \$ 25.00		0.00		0.00		<u> </u>	0%	
26	CONSTRUCT ADA COMPLAINT RAMP	SF	605	\$ 30.00		0.00		0.00		\$-	0%	
27	6-INCHES CONC DRIVEWAY, INCL. EXCAVATION AND BASE	SF	3287	\$ 12.00		0.00		0.00	Ŧ	\$ -	0%	
28	7-INCH HES CONC DRIVEWAY, INCL. EXCAVATION AND BASE REINFORCED CONCRETE CURB (6")	SF LF	300 1810	\$ 20.00 \$ 5.00		0.00		0.00		<u>\$</u> - \$-	0%	
29 30	CONCRETE PAVING HEADER	LF		\$ 5.00 \$ 15.00		0.00		0.00	-	\$ - \$ -	0%	
	Pavement Marking Items				\$ -	0.00		0.00	•	•	•/*	
31	THERMOPLASTIC PAVEMENT MARKINGS - (W) (12") (SLD)	LF	132	\$ 5.00		0.00		0.00		\$-	0%	
32	THERMOPLASTIC PAVEMENT MARKINGS - (W) (24") (SLD)	LF	65	\$ 10.00		0.00		0.00		<u>\$</u> -	0%	
33 34	RASIED PAVEMENT MARKERS TYPE II (A-A) THERMOPLASTIC PAVEMENT MARKINGS - (Y)(4")(SLD)	EA LF	34 1274	\$ 10.00 \$ 2.50		0.00		0.00		<u>\$</u> - \$-	0%	
	Drainage Items	L.	1214		\$ -	0.00		0.00	•	•	070	
35	BRICK PLUG IN RCB	SF	2.0	\$ 50.00		0.00		0.00	-	\$ -	0%	
36 37	TYP C-1 INLET W/ ONE EXTENSION TXDOT TYP C-1 INLET W/ ONE EXTENSION	EA EA	13 5	\$ 6,500.00 \$ 7,500.00		0.00		0.00		<u>\$</u> - \$-	0%	
38	TYP C 4-FOOT DIA PRECAST ROUND CONC MANHOLE	EA	3	\$ 9,000.00		0.00		0.00		\$ - \$ -	0%	
39	TYP C 4-FOOT DIA PRECAST MANHOLE ON RCB	EA	10	\$ 3,000.00		0.00		0.00		\$-	0%	
40	DESIGN, FURNISH, AND INSTALL 9'x9' JUNCTION BOX	EA	3	\$ 30,000.00		0.00		0.00		\$-	0%	
41 42	DESIGN, FURNISH, AND INSTALL 9'x9' JUNCTION BOX W/ 4'x3' RESTRICTOR 3-INCH PVC PIPE TO CURB	EA LF	20	\$ 30,000.00 \$ 20.00		0.00		0.00 0.00	\$	<u>\$</u> - \$-	0%	
42	4-INCH PVC PIPE TO CURB	LF		\$ 25.00		0.00		0.00	\$ \$	<u> </u>	0%	
	24-INCH DIA STM SWR BY OPEN CUT	LF		\$ 200.00	\$ 30,200.00	0.00		0.00	\$-	\$ -	0%	
	30-INCH DIA STM SWR BY OPEN CUT	LF	14	\$ 300.00		0.00		0.00		<u>\$</u>	0%	
	7'x7' RCB BY OPEN CUT 7'x5' RCB BY OPEN CUT	LF LF	2248 40	\$ 900.00 \$ 1,300.00		0.00		0.00		<u>\$</u> - \$-	0% 0%	
	7'x4' RCB BY OPEN CUT	LF		\$ 1,250.00		0.00		0.00		\$ -	0%	
49	TRENCH SAFETY SYSTEM	LF	2563	\$ 5.00		0.00		0.00	\$-	\$-	0%	
50	SWPPP Items INLET PROTECTION BARRIER	LF	78	\$ 25.00	\$- \$1,950.00	78.00		78.00	¢	\$ 1,950.00	100%	
51	BAGGED GRAVEL BARRIER	LF		\$ 25.00		0.00		0.00		\$ 1,950.00 \$ -	0%	
	REINFORCED SILT FENCE	LF	2059	\$ 2.00	\$ 4,118.00	1498.00		1498.00	\$ -	\$ 2,996.00	73%	
53	ROCK FILTER DAME - TYPE 2	LF		\$ 50.00		40.00		40.00		\$ 2,000.00		
54	STABILIZED CONSTRUCTION ACCESS Water Line Items	SY	110	\$ 35.00	\$ 3,850.00 \$ -	66.00		66.00	ə -	\$ 2,310.00	60%	
55	HAND DIG FOR WATER LINE INSTALLATION	LS	1	\$ 5,000.00		0.00	1.00	1.00	\$ 5,000.00	\$ 5,000.00	100%	
56	OFFSET OF EXIST 1-1/2" TO 2" DIA SERVICE LINE, LONG SIDE	EA	20	\$ 4,000.00		0.00		0.00	\$ -	\$ -	0%	
57	REMOVE OF EXIST WATER LINE (ALL SIZES) TRENCH SAFETY SYSTEM	LF	100	\$ 12.00		0.00				\$ -	0%	
	WTR MAIN PIPE (PVC) 8-INCH, BY OPEN CUT	LF	000	\$ 10.00 \$ 250.00		0.00		194.00 98.00				
	WTR MAIN PIPE (PVC) 12-INCH, BY OPEN CUT	LF	188	\$ 350.00		0.00		96.00	\$ 33,600.00	. ,		
61	FIRE HYDRANT BRANCH	LF		\$ 250.00		0.00		1.00				
62 63	FIRE HYDRANT ASSEMBLY REMOVING AND SALVAGING FIRE HYDRANT	EA	1	\$ 15,000.00 \$ 550.00		0.00		1.00 1.00				
	CUT, PLUG, & ABANDON (6 IN)	EA		\$ 550.00 \$ 1,250.00		0.00		1.00				
65	CUT, PLUG, & ABANDON (8 IN)	EA	2	\$ 1,350.00	\$ 2,700.00	0.00		0.00	\$ -	\$-	0%	
		EA	12	\$ 1,500.00		0.00		5.00				
67	WET CONNECTION (12 IN) Sanitary Sewer Items	EA	7	\$ 2,000.00	\$ 14,000.00 \$ -	0.00	2.00	2.00	\$ 4,000.00	\$ 4,000.00	29%	
68	ADJUST EXIST SAN SWR MANHOLES TO GRADE	EA	1	\$ 1,000.00		0.00		0.00	\$ -	\$-	0%	
69	CASING (STEEL) (SAN SWR) (15 IN)	LF		\$ 250.00	\$ 10,000.00	0.00		0.00	\$-	\$-	0%	
70	10-INCH SAN SWR BY OPEN CUT	LF	19	\$ 500.00		0.00	]	0.00	\$-	\$-	0%	
71	Illumination Items GROUND BOX TYP D (162922)	EA	2	\$ 1,500.00	\$- \$3,000.00	0.00		0.00	\$ -	\$ -	0%	
72	STREET LIGHTING CONDUIT, 2-INCH, SCH 80 PVC	LF		\$ 1,500.00		0.00		0.00		\$- \$-	0%	
					,							

Date:	3/7/2025
riod:	02/01/2025 - 02/28/2025
timate No.	2

### Rain Days This Month

Todays Date:	3/7/2025	
Pay Period:	02/01/2025 - 02/28/2025	
Pay Estimate No.	2	
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	Detention Basin Items	1	1 1	\$	-		I				[]
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1933       SINCE JUL, Yat J Wat J GENERGY MAG GOOGNEM J G       18       1       5       0	109.7 STRUCTUAL - WET WELL (CIP WET WELL TOP)	LS	1	\$ 75,000.00 \$	75,000.00	0			-		
98.00       STRUCTAL-VET WALL SAUCHULS TRUCTURE       16       16       16       16       16       16       16       16       16       16       16       16       16       1000000       16       16       16       1000000       16       16       16       1000000       16       1000000       16       16       16       1000000       16       1000000       16       16       16       1000000       16       16       16       1000000       16       16       16       1000000       16       16       16       1000000       16       16       16       1000000       16       16       16       16       1000000       16			1		,	0			-		
1100       SMACH LAN - VALE - VALE       Image       Smach Land - VALE					,	0					
1010       STRUCTURA-VALAT C/P CORC DOTTON)       161       1       5       10000000       5       0000000       0       600       5       0       0         101       STRUCTURA-VALAT C/MAL DOMONDA       1.5       1.6       5       1000000       0       6.00       5       0.00       0       6.00       5       0		LS	1	\$ 25,000.00 \$	25,000.00	0	0.00	\$ - \$	-	0%	
102       STRUCTURAL -VALVE MART (FOR CONC WARD (FOR CONC WARD)       10       1       0       0       0.000       0      <		15	1	\$ 100,000,00 \$	100 000 00	0	0.00	\$	-	0%	
1110       1578LICTULA: LACK WALT (MATAL SCREPARAT.TORM)       15       1       5       0.00000 <td></td> <td></td> <td>1</td> <td></td> <td>,</td> <td>0</td> <td></td> <td></td> <td>-</td> <td></td> <td></td>			1		,	0			-		
11     51     51     51     50     50     60     60     60     60     60     60     60       131     51     51     1     5     50000     5     0 <t< td=""><td></td><td>LS</td><td>1</td><td></td><td></td><td>0</td><td></td><td></td><td>-</td><td></td><td></td></t<>		LS	1			0			-		
The Sinuclowal-Countog Bullowal Veree CASE RODE       Image: Countog Augustance Countog	111 STRUCTUAL - INTAKE STRUCTURE	LS	1	\$ 35,000.00 \$	35,000.00	0	0.00	\$-\$	-	0%	
11.1       13.1       13.2		LS	1	\$ 30,000.00 \$	30,000.00	0	0.00	\$-\$	-	0%	
13.1       STRUCTURAL - CAU CONTROL BULDNG (ABRCK WALS)       1       5       7.5000       0       0.000       5       5       0%         13.3       STRUCTURAL - CAU CONTROL BULDNG (NEDCK PLMSHES)       1.5       1       5       7.5000       0       0.000       5       5       0%         13.3       STRUCTURAL - CAU CONTROL BULDNG (NEDCK PLMSHES)       1.5       1       5       7.5000       0       0.000       5       5       0%         13.4       ELECTROL - LOUTONE TAURDNE AND PMELENCENTATION       EA       1       6       7.0000       0       0.000       5       5       0%         14       ELECTROL - LOUTONE TAURDNE AND PMELENCENT COLL NOT NAME.       EA       1       5       0.0000       0       0.000       5       5       0%         15       ELECTROL - LOUTONE TAURDNE NAME.       EA       1       5       0.0000       0       0.000       5       5       0%         16       ELECTROL - LOUTONE TAURDNE NAME.       EA       1       5       0.00000       0       0.000       5       5       0%         16       ELECTROL - LOUTONE TAURDNE NAME.       EA       1       5       0.0000       0       0.000       5       5 <td></td>											
13.3       STRUCTURAL - AUL CONTROL PULIDOR (DOC)       1.8       1       3       275000       0       000       \$       9       9       9       95       95       95         13.4       STRUCTURAL - AUL CONTROL PULIDOR (DISING)       1.5       1       5       2250000       8       20000       0       0.000       5       5       95         11.4       STRUCTURAL - AUL ONTROL PULIDOR ANDEL INSTRUMENTATION       EA       1       8       1000000       0       0.000       5       5       6       65         11.4       ELECTRICAL - AUTORIDAR - AUDINE CONTINUITOR       ELECTRICAL - AUTORIDAR -			1			0					
113       STUCTURAL - QAUCONTROC BULDNG (NTEROR FINANES)       1.5       1.5       1.5       2.2000.00       0       0.00       \$       5       05         115       ELECTRICAL - LONTRACTOR       ELA       1.4       5       2.2000.00       5       0.00       5       5       05         115       ELECTRICAL - LONTRACTOR       ELECTRICAL - LONTRACTOR       ELECTRICAL - LONTRACTOR       ELECTRICAL - LONTRACTOR       6       1.6       5       0.00       5       5       05         116       ELECTRICAL - LONTRACTOR       ELECTRICAL - NORTRACTOR       ELECTRICAL - STURE - LONTRACTOR       ELECTRICAL - STURE - LONTRACTOR       ELECTRICAL - STURE - LONTRACTOR       6       1.6       2.2000.00       0       0.00       5       5       05       05         116       ELECTRICAL - LONTRACTOR STRUCE - STURDER       ELECTRICAL - STURE - LONTRACTOR STRUCE - STURE - LONTRACTOR       ELECTRICAL - STURE - LONTRACTOR STRUCE - STURE - LONTRACTOR - STURE				1 1 1	1	0					
114       ELECTRICAL - CONTROL PAREL AND PAREL NSTRUMENTATION       EA       1       \$       1000000       \$       0.00       \$       5       0%         115       ELECTRICAL - LOHTING CONTRACTOR       EA       1       \$       200000       \$       0.00       \$       \$       0%         116       ELECTRICAL - LOHTING CONTRACTOR       EA       1       \$       200000       \$       0.000       \$       \$       0.000       \$       \$       0%         117       ELECTRICAL - LOHTING CONTRACTOR WOTTOROL AACE 5000       EA       1       \$       200000       \$       200000       0       0.00       \$       \$       0%         116       ELECTRICAL - MONDING AACE 5000       EA       1       \$       200000       \$       200000       0       0.000       \$       0       0.00       \$       \$       0%         116       ELECTRICAL - MONDITAT STANSMERTAND CONTROL AACE 5000       EA       1       \$       2000000       \$       2000000       0       0.000       \$       0.0000       \$       0.00000       \$       0.0000       \$       0.0000       \$       0.0000       \$       0.0000       \$       \$       0.0000       \$ <th< td=""><td></td><td></td><td>1</td><td></td><td>,</td><td>0</td><td></td><td></td><td></td><td></td><td></td></th<>			1		,	0					
1115       ELECTRICAL - LORTING CONTRACTOR       ACE 104       \$ 3,000,00       \$ 3,000,00       \$ 0,000 <td></td> <td></td> <td></td> <td></td> <td></td> <td>0</td> <td></td> <td></td> <td></td> <td></td> <td></td>						0					
1116       LECTRICAL - LONGLAMORDA ACA2500       EA       1       \$       200000       0       0.00       \$       .       0%         118       LECTRICAL - MORDALGA CA2500       EA       1       \$       200000       \$       0.00       \$       \$       0%         118       LECTRICAL - MOREAL CONTENCIAL DURLENCA ACE300       EA       1       \$       200000       \$       0.000       \$       \$       0%         120       LECTRICAL - UNERL UNERTICAL DURLENCA INSTRUMENTATION       EA       1       \$       200000       \$       0.000       \$       \$       0%         120       LECTRICAL - INCLUTINIS INCL. LECTRICAL BULINIS       EA       1       \$       200000       \$       200000       \$       0.000       \$       \$       0%         121       LECTRICAL - INCLATING TANISMITTER YOL CAUNTAL PAREL       EA       1       \$       200000       \$       0.000       \$       \$       0%         122       LECTRICAL - INCLATING TANISMITTER YOL CAUNTAL PAREL       EA       1       \$       7.0000       \$       0.000       \$       \$       0%         122       LECTRICAL - INCLATING TANISMISTRIAMER       EA       1       \$       200000       \$<						0					
118       ELCTRICAMISCELLANEOUS ELCTRICAL, INSTRUMENTATION       EA       1       \$       200000       \$       0.000       \$       \$       0%         120       ELCTRICAOTHER UNCLATIONS TANUSITTER FOR CONTROL PANEL       EA       1       \$       200000       \$       0.000       \$       \$       0%         120       ELCTRICAOTHER UNCLATION TANUSAITTER FOR CONTROL PANEL       EA       1       \$       200000       \$       0.000       \$       \$       0%         121       ELCTRICAOTHON CATURAD CABLE       EA       1       \$       200000       \$       0.000       \$       \$       0%         122       ELCTRICAVEW ELCTRICALSERVICE       EA       1       \$       200000       \$       0.000       \$       \$       0%         122       ELCTRICAVEW ELCTRICAL.SERVICE       EA       1       \$       7.0000       \$       0.000       \$       \$       0%         124       ELCTRICAVEW INFASC TRANSFORMER       EA       1       \$       7.0000       \$       0.000       \$       \$       0%         125       ELCTRICAVEM INFASC TRANSFORMER       EA       1       \$       200000       0       0.000       \$       \$<			1		,	0			-		
119       ELCTRICAL - OTHER LIGHTING INCL. ELECTRICAL BUILDING       EA       1       \$ 200000       \$       0.00       \$       \$       0%         120       ELCTRICAL - LEVEL INDETAING TRANSMITTER POR CONTROL PANEL       EA       2       \$ 500000       0       0.000       \$       \$       0%         121       ELCTRICAL - LEVEL ELCTRICAL SEVICE       EA       1       \$ 100,0000       \$       0.000       \$       \$       0%         122       ELCTRICAL - LEVEL ELCTRICAL SEVICE       EA       1       \$ 100,0000       \$       0.000       \$       \$       0%         123       ELCTRICAL - LWEL HASE TRANSFORMER       EA       1       \$ 100,0000       \$       0.000       \$       \$       0%         124       ELCTRICAL - LIKU HASE TRANSFORMER       EA       1       \$ 7,5000       \$       0.000       \$       \$       0%         125       ELCTRICAL - LIKU HASE TRANSFORMER       EA       2       \$ 0,0000       \$       0.000       \$       \$       0%         126       ELCTRICAL - FIEL INSKI HASE TRANSFORMER       EA       2       \$ 0,0000       \$       \$       \$       0%         127       Install co.CUN CLAL FIEL INSKI HASE TRANSFORMER       FA			1			0					
120       ELECTRICAL - LEVEL NOICATING TARNSMITTER FOR CONTROL PANEL       EA       2       \$       500000       \$       9.000 </td <td></td> <td></td> <td>1</td> <td></td> <td></td> <td>0</td> <td></td> <td></td> <td></td> <td></td> <td></td>			1			0					
121       ELECTRICAL - CONDUIT AND CABLE       EA       1       \$       20000.00       0       0.00       \$       5       0%         122       ELECTRICAL - NOTOR CONTROL CENTER WIMTS       EA       1       \$       100000.00       0       0.00       \$       0.00       \$       0%         123       ELECTRICAL - NOTOR CONTROL CENTER WIMTS       EA       1       \$       100000.00       0       0.00       \$       0.00       \$       0%         124       ELECTRICAL - NOTOR CONTROL CENTER WIMTS       EA       1       \$       7.000.00       \$       0.00       \$       0.00       \$       0%         125       ELECTRICAL - NUTA PHASE TRANSFORMER       EA       1       \$       2.0000.00       0       0.00       \$       0.00       \$       0%         126       ELECTRICAL - NEW DISTRUME TRANSFORMER       EA       1       \$       2.0000.00       0       0.00       \$       0.00       \$       0%         126       IELETRICAL - NEW DISTRUME TRANSFORMER       EA       1       \$       1000.00       \$       0.000       \$       0.00       \$       0.00       \$       0.00       \$       0.00       \$       0.00       \$					,	0					
122       ELECTRICAL. SERVICE       EA       1       \$       160,000,00       0       0,00       \$       0,00       \$       0,00         123       ELECTRICAL. SERVICE       EA       1       \$       100,000,00       \$       0,000 <td></td> <td></td> <td>+ +</td> <td></td> <td></td> <td>U</td> <td></td> <td></td> <td></td> <td></td> <td></td>			+ +			U					
128       ELECTRICAL - MOTOR CONTROL CENTER WINTS       EA       1       \$ 100,000       \$ 100,000       0       0.00       \$       5       0%         124       ELECTRICAL - MOTOR CONTROL CENTER WINTS       EA       1       \$ 7,000       \$ 7,000       0       0.00       \$       5       0%         125       ELECTRICAL - SHXA 1-PHASE TRANSFORMER       EA       1       \$ 7,000       \$ 20,000,0       0       0.00       \$       5       0%         126       ELECTRICAL - SHXA 1-PHASE TRANSFORMER       EA       1       \$ 7,000,0       \$ 20,000,0       0       0.00       \$       0%       0%         126       ELECTRICAL - SHXA 1-PHASE TRANSFORMER       EA       1       \$ 20,000,0       0       0.00       \$       \$       0%         126       ELECTRICAL - SHXA 1-PHASE TRANSFORMER       EA       1       \$ 20,000,0       0       0.00       \$       \$       0%         128       Istall Root Produing Tench       IF       275       \$ 10,000,0       \$       0.00       \$       \$       0%         128       Istall Root Produing Tench       IF       810       \$ 1,500,0       \$       0.00       \$       \$       0%         130						0					
124       ELECTRICAL - IKVA 1-PHASE TRANSFORMER       EA       1       \$ 7500.00       \$ 7500.00       \$ 7500.00       \$ 7500.00       \$ 0.000						0					
125       ELCTRICAL - ISKNA 1-PHASE TRANSFORMER       EA       1       \$ 20,000,0       \$ 20,000,0       0       0,00       \$       \$       0         126       ELCTRICAL - FIELD INSTRUMPERATION (2 MPRRAVERITS)       EA       2       \$ 20,000,0       \$       0.00       \$       \$       0       0         126       ELCTRICAL - FIELD INSTRUMPERATION (2 MPRRAVERITS)       EA       2       \$ 20,000,0       \$       0       0       \$       0       0       0       \$       0       0       0       \$       0       0       0       0       0       \$       0					,	0					
Image: non-transpondent stateImage: non-tran			1	1 1	1	0					
127       Install Root Pruning Trench       LF       275       \$       100       \$       000       \$       \$       0%         128       Install Zero Curb Cutback       LF       810       \$       12,000       0.00       \$       \$       0%         128       Install Zero Curb Cutback       Landscaping tems       LF       810       \$       12,000       0.00       \$       \$       0%         129       BERMUDA SOD (INCL. TOPSOIL)       SY       2432       \$       5.00       \$       12,000       0.00       \$       \$       0%         130       HYDROMUCH SEEDING       AC       7       \$       10,000.00       \$       \$       \$       0%         131       TEMPORAY BASIN PUMPING       AC       7       \$       \$       0       0.00       \$       \$       0         132       CLEARANCE PRUNE TREE       MO       15       \$       1,000.00       \$       1       1       2.00       \$       1.00%       \$       0%         133       CROWN CLEANING PRUNE       EA       10       \$       1,500.00       0       0.00       \$       \$       0%       0%         133 <t< td=""><td>126 ELECTRICAL - FIELD INSTRUMNETATION (2 X HYDRRANGER UNITS)</td><td>EA</td><td>2</td><td>\$ 10,000.00 \$</td><td>20,000.00</td><td>0</td><td>0.00</td><td>\$ - \$</td><td>-</td><td>0%</td><td></td></t<>	126 ELECTRICAL - FIELD INSTRUMNETATION (2 X HYDRRANGER UNITS)	EA	2	\$ 10,000.00 \$	20,000.00	0	0.00	\$ - \$	-	0%	
128Install Zero Cub Cub BackLF810\$1500\$121000 <td></td> <td></td> <td>↓</td> <td>7</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>			↓	7							
Landscaping Items       La						0			-		
129       BERMUDA SOD (INCL. TOPSOIL)       Served Lights       Synthetic Constraints       Syntheticonstraints       Synthetic Constraints       Sy		LF	810			0	0.00	<del>\$</del> -\$	-	0%	<u> </u>
130       HYDROMULCH SEEDING       AC       7       \$ 1,500.00       \$ 10,500.00       0       0.00       \$ -       \$ -       0         Extra Work Items       MO       15       \$ 1,000.00       \$ 10,000.00       \$ -       -       \$ -       0         131       TEMPORARY BASIN PUMPING       MO       15       \$ 1,000.00       \$ 15,000.00       1       1 2.00       \$ 1,000.00       \$ 2,000.00       130         132       CLEARANCE PRUNE TREE       EA       10       \$ 1500.00       \$ 1,500.00       0       0.00       \$ 2,000.00       \$ 3,000.00       130         133       CROWN CLEANING PRUNE       EA       10       \$ 250.00       \$ 2,500.00       0       0.00       \$ 2       \$ -       0%         134       ROOT STIMULATION       EA       10       \$ 250.00       \$ 1,500.00       0       0.00       \$ -       \$ -       0%         135       Street Cut Permit       EA       10       \$ 5,000.00       0       0.00       \$ -       \$ -       0%         136       Street Cut Permit       CA       1       \$ 0,000.00       \$ 0,000.00       \$ 0.00       \$ -       \$ -       0%         136       Street Lights		ev	2422	7				e			
Extra Work Items         Image: Constraint of the state work Items<						0					
131TEMPORARY BASIN PUMPINGMO15\$ 1,00.00\$ 15,00.00112.00\$ 1,00.00\$ 2,000.0013%132CLEARANCE PRUNE TREEEA10\$ 150.00\$ 1,500.00000\$0%0%133CROWN CLEANING PRUNEEA10\$ 250.00\$ 2,500.00000.00\$-0%134ROOT STIMULATIONEA10\$ 250.00\$ 2,500.00000\$00%134Cash Allowance ItemsEA10\$ 5,000.00\$000\$0%0%135Street Cut PermitCA1\$ 5,000.00\$ 5,000.00\$00\$0%0%136Street LightsCA1\$ 10,000.00\$ 10,000.00\$0.000\$\$0%0%			<u> </u>	. ,		v	0.00			0%	
132       CLEARANCE PRUNE TREE       EA       10       \$       150.00       \$       0.00       \$       5       0%         133       CROWN CLEANING PRUNE       EA       10       \$       250.00       \$       0.00       \$       5       0%         134       ROOT STIMULATION       EA       10       \$       150.00       \$       0.00       \$       5       0%         134       ROOT STIMULATION       EA       10       \$       150.00       \$       0.00       \$       5       0%         135       Street Cut Permit       CA       1       \$       5,000.00       \$       0.00       \$       5       0%         136       Street Lights       CA       1       \$       10,000.00       \$       0.00       \$       5       0%		MO	15	Ŷ		1	1 2.00	\$ 1.000.00 \$	2.000.00	13%	
134       ROOT STIMULATION       EA       10       \$       150.00       \$       0.00       \$       -       0%         Cash Allowance Items       CA       1       \$       5,000.00       \$       0.00       \$       -       0%         135       Street Cut Permit       CA       1       \$       5,000.00       \$       0.00       \$       -       \$       0%         136       Street Lights       CA       1       \$       10,000.00       \$       0.00       \$       -       \$       0%		EA	10		,	0	0.00	\$ - \$		0%	
Cash Allowance Items         CA         I         S 5,000.00         S 5,000.00         O						0					
135       Street Cut Permit       CA       1       \$ 5,000.00       \$       0.00       \$       -       \$       0%         136       Street Lights       CA       1       \$ 10,000.00       \$       0.00       \$       -       \$       0%		EA	10	\$ 150.00 \$	1,500.00	0	0.00	\$-\$	-	0%	
136 Street Lights CA 1 \$ 10,000.00 \$ 10,000.00 0 0.00 \$ - \$ - 0%					-						ļ
						0					
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		CA		φ 300,000.00 \$	500,000.00	U	0.00	ə -  Ş	-	0%	<u>.                                    </u>

This Month's Billings \$ 3,631,885.00

Earned to date	\$
Stored Materials	\$
Subtotal	\$
Retainage (5%)	\$
Previous Payments	\$

\$ Due This Month After Retainage

<u>Letti Hernandez</u> <u>03/11/2025</u> Project Manager

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

4,042,941.00 --4,042,941.00 (202,147.05) (390,503.20) 3,450,290.75
COH - San	Swr Lift Station Renewal - Pkg II			Classic Schedule Layout	07-Mar-25 09:24
tivity ID	Activity Name Ori	ginal Duration Remaining Activity % Start Finish Duration Complete	Total Float F	April 2023 May 2023 J July 2023 A S O N D J F M April 20	24 May 2024 J July 2024 A S O N D J F M April 2025 May 2025 J July 2025 A S O N D J F M April 2026 May 2026
SanSwrPkgllTl	TL COH - San Swr Lift Station Renewal - Pkg I	440 0 30-Jan-23 A 04-Oct-24 A			V 04-Oct-24 A, SanSwiPkgIITL. CCH - San Sar Lift State N Reeveal - Pkg II
	MCRA - Briar Branch Detention Basin Prelimina	416 321 07-Oct-24 A 25-May-26	-18		
	Preconstruction Phase     Precast Structures Submittals	260         140         07-Oct-24 ,         12-Sep-25           20         0         100%         06-Jan-25 ,         31-Jan-25 A	163		✓ 12-Sep-25, MCRA8BDB.1 Preconstruction Phase Precast Structures Sjubmittals
A1295	RCB/RCP Submittals	20 0 100% 06-Jan-25, 31-Jan-25 A			ricas sjonnas
A1300	Precast Structures Procurement	60 60 0% 03-Mar-25 23-May-25	243		Preced Studies Proceed
A1290	RCB/RCP Procurement Concrete/Rebar Shop Drawings (Cassion Wet Well)	60         60         0%         03-Mar-25         23-May-25           20         20         0%         03-Mar-25         28-Mar-25	243		Concrete/Rebar Shop Drawings (Cassion Wef Weil)
a A1030	Field Office and Yard Set-Up	20 0 100% 07-Oct-24, 01-Nov-24 A			Field Office and Yard Set-Up
A1020	Mobilization Submittals Slumy Wall - Submittals	20 0 100% 07-Oct-24, 01-Nov-24 A 60 0 100% 07-Oct-24, 10-Jan-25 A			Line SumyWall-Submittajs
🚍 A1001	Pump Station Pumps - Submittals	20 0 100% 07-Oct-24 / 28-Mar-25 A			Punp Station Punps Submittals
A1002	Pump Station Pump Procurement (12-13 Months)	240 140 41.67% 04-Nov-24 12-Sep-25	40		Pump Station Pump Procurement (12-13 Months)     ♦ NTP - Construction rds.Jan.25 A
A1010	NTP - Construction NTP - 90 Day Procurement	0 0 100% 06-Jan-25. 0 0 100% 07-Oct-24.			● NIP - Q0 Day Producement Q7-Q2-Q4
MCRABBDB.	3.2 Construction Phase	291 251 06-Jan-25. 16-Feb-26	-40		v 10,Feb-26, MC,RABBOB, 2 Constrau
	2.1 Detention Basin Improvements SWPPP/Tree Protection/Clearing&Grubbing	291         251         06-Jan-25.         16-Feb-26           20         0         100%         06-Jan-25.         31-Jan-25 A	-40		▼ 16,Feb-26, MCRABBDB.2,1 Detenti SWPPP Tee Protection/Clearing&Gutbing
A1050	DB.2.1.1 Pump Station	20         0         100%         06-Jan-25.         31-Jan-25 A           231         231         31-Mar-25         16-Feb-26	-40		SWPPP de Hoegoncleangeodoing
A1270	Pump Station Completion Milestone	0 0 0% 16-Feb-26	-40		Pump Station Completion Milestone
A1110	Install Pumps/Commission Pump Station R&B - Construct Pump Station (Plug)	31         31         0%         05-Jan-26         16-Feb-26           160         160         0%         26-May-25         02-Jan-26	-40 -40		R&B - Construct Pump Station (Pluo)
👝 A1090	R&B - Excavate/Install Cassion Conc Wet Well	40 40 0% 31-Mar-25 23-May-25	-40		R&B - Excavate/Install Classion Conc Wet Well
A1260	DB.2.1.2 Detention Pond Hydromulch Seeding/Entrance Gates/Restoration	168         145         29-Jan-25.         19-Sep-25           20         20         0%         25-Aug-25         19-Sep-25	66		V 195ep-25, MCRABBOB 2-1.2 Detehtion Pond
👝 A1250	Install Prop Access Ramp/Road	10 10 0% 11-Aug-25 22-Aug-25	66		instal Pop Access Ramp/Road
A1240		5 5 0% 04-Aug-25 08-Aug-25	66		Install Scone Gravel Toe Drain Install Scone Riprap
A1230	Install Stone Riprap Prop Conc Channel Lining	5 5 0% 28-Jul-25 01-Aug-25 20 20 0% 30-Jun-25 25-Jul-25	66		□ Instal Scipe Ripap
🚍 A1205	Sheet Pile Weir Mod/Prop Conc Channel Lining Repair	5 5 0% 29-Apr-25 05-May-25	85		📮 Sheet Plie Weir Mód/Prop Coni; Channel Lining Repair
A1210	Prop Conc Pilot Channel Install 6' Dia Manhole & 36" CMP	20 20 0% 02-Jun-25 27-Jun-25 5 5 0% 22-Apr-25 28-Apr-25	66		Prop ConciPilot Channiel
A1200	Install 6 Dia Mannole & 36 CMP Install Urban Backslope Interceptor & 24" CMP	5         5         0%         22-Apr-25         28-Apr-25           3         3         0%         17-Apr-25         21-Apr-25	59		Injstail Urban Backslope Interceptor & 24* CMP
A1180	Install Urban Backslope Interceptor & 24" CMP	3 3 0% 14-Apr-25 16-Apr-25	59		Install Urban Backstope Interceptor & 24* CMP
A1170	Install 4'x4' RCB, Incl. Intake Structure Remove and Stockpile Exist Stone Riprap	5 5 0% 07-Apr-25 11-Apr-25 5 5 0% 31-Mar-25 04-Apr-25	59		Instał 4%4 RCB;Ind. Intaké Structure      Remové and Stockpie Exist Stone Riprap:
👝 A1150	Saw Cut/Remove Existing Conc Riprap	5 5 0% 24-Mar-25 28-Mar-25	59		Saw CutRjemove Existing Conc Rjorap
A1140		10 10 0% 10-Mar-25* 21-Mar-25	59		4% Clay Cap (Sluny Wall)
A1130	Excavate Detention Pond (57,400 CYs) Slumy Wall Sub - Demob - Dewind	60         60         0%         10-Mar-25         30-May-25           5         5         0%         03-Mar-25         07-Mar-25	35		Excavate/Detention Pond (57,400 CYs)
🚍 A1070	Slurry Wall Installation - Dewind	30 0 100% 12-Feb-25 28-Feb-25 A			Suny Wall Instalation - Dewind
A1060		12 0 100% 29-Jan-25. 06-Feb-25 A 176 171 03-Feb-25 03-Nov-25	26		Wall Dewind - Mob
A1280	2.4 Stm Swr Straw Improvements SWPPP/Tree Protection/Clearing&Grubbing	176         171         03-Feb-25         03-Nov-25           20         20         0%         10-Mar-25         04-Apr-25	75		SWPPP/Tee Protection/Cleaning&Gutbing
	DB.2.4.1 Phase 1 (Windhover Ln.)	29 25 03-Feb-25 04-Jul-25	88		T 04-M425, MCRABEDDE 2.4.1 Phase 1 (Windower Ln)
	BDB.2.4.1.1 Phase 1 - Step 1 (Windhover Ln./Cedardale Dr.) 0 Install Concrete Pavement (Intersection)	14         10         03-Feb-25         13-Jun-25           5         5         0%         09-Jun-25         13-Jun-25	35		▼ 13-Jun-25, MCRABBDB.2.4,1.1 Phase 1 - Step 1 (Windhover Ln / Cedardale Dr.) Install Concrete Pavement (Intersection)
	0 Install 7'x7' RCB, Junction Box within Intersection	5 5 0% 02-Jun-25 06-Jun-25	35		Instal 7x7*RCB, Junction Box/within Intersection
	0 8" Water Line Off-Set BDB.2.4.1.2 Phase 1 - Step 2 (Windhover Ln Cedardale Dr. to West	5 0 100% 03-Feb-25 07-Feb-25 A 20 20 09-Jun-25 04-Jul-25			■ 8"Waler Line Off-Set
	0 Restoration (Sodding)	5 5 0% 30-Jun-25 04-Jul-25	88		Restoration (Sodding)
	00         Remove/Replace Conc Driveways           00         Install Concrete Pavement Along SB Windhover Ln.	5 5 0% 23-Jun-25 27-Jun-25 5 5 0% 16-Jun-25 20-Jun-25	35		Remove/Rèplace Conc Driveways     Install Concrete Pavement Along SB/Windhover Ln.
	0 Install Concere Pavement Along 3B Windhover Ln.	5 5 5 0% 09-Jun-25 13-Jun-25	35		
	DB.2.4.2 Phase 2 (Westview Dr.)	74 74 29-Apr-25 08-Aug-25	68		Ten Aug 25, MCR/BBDB 2.4.2 Phase 2 (Westview Dic)
A1440	BDB.2.4.2.1 Phase 2 - Step 1 (Westview Dr./Windhover Ln.) 0 Remove/Replace Conc Sidewalk/Ramps	5 5 0% 17-Jul-25 23-Jul-25	38		✓
	0 Install Concrete Pavement (Intersection)	5 5 0% 30-Jun-25 04-Jul-25	35		Distal Character Paylement (Intersection)
	0         Install 7'x7' RCB, Junction Box within Intersection           0         8'' Water Line Off-Set	5 5 0% 23-Jun-25 27-Jun-25 5 0% 29-Apr-25* 05-May-25	35		Install 7%7 <sup>c</sup> RCB, Junction Box within Intersection
MCRABE	BDB.2.4.2.2 Phase 2 - Step 2 (Westview Dr)	30 30 30-Jun-25 08-Aug-25	68		OB-Aug-25, MCRABBDB.2.4.2.2 Phase 2 - Step 2 (Westview Dr)
	0 Restoration (Sodding) 0 Remove/Replace Conc Driveways/Sidewalks	5 5 0% 04-Aug-25 08-Aug-25 7 7 0% 24-Jul-25 01-Aug-25	68		Remove/Replace Conc Driveways/Sidewalks
🔲 🔲 A1420	0 Install 7'x7' Concrete Pavement Along EB Westview	8 8 0% 07-Jul-25 16-Jul-25	35		Insipil 7x7 Conjecte Davement Along 🗄 Westview
	0 Install 7'x7' RCB Along EB Westview DB.2.4.3 Phase 3 (Cedardale Dr.)	5 5 0% 30-Jun-25 04-Jul-25 67 40 10-Feb-25 10-Sep-25	35		Instal 7%/ "RCB Alding EB Westview
	Restoration (Sodding)	67         40         10-Feb-25         10-Sep-25           5         5         0%         04-Sep-25         10-Sep-25	50		In-sept-2a, mc/redeobl24/32 intrae 3(Letaatiae bit)     Restantion (Soding)
A1510		8 8 0% 25-Aug-25 03-Sep-25	35		
A1500	Install Concrete Pavement Along WB Cedardale Dr. Install 7'x7' RCB, Incl. MHs/Inlets	12         12         0%         07-Aug-25         22-Aug-25           15         15         0%         17-Jul-25         06-Aug-25	35		inistal Concrete Pavement Along WB Cedardale Dr.
🚍 A1470	8" Water Line Off-Set (Sta. 3+70)	5 0 100% 10-Feb-25 14-Feb-25 A			■ 8" Vieter Line Ø#Set (Sia. 3+70)
	8" Water Line Off-Set (Sta. 7+85) DB.2.4.4 Phase 4 (Demaret Ln.)	5 0 100% 10-Feb-25 14-Feb-25 A 153 40 03-Mar-25 01-Oct-25	40		8" Water Line Øfi-Set (Sta. 7+85)     01-Oct-25, MCRABBDB.2.4.4 Phase 4 (Derharet Ln.)
MCRABE	BDB.2.4.4.1 Phase 4 - Step 1 (Demaret Ln./Cedardale Dr.)	138 25 03-Mar-25 10-Sep-25	35		▼ 10-Sep-25, MCRABBDB 2.4/4.1 Phase 4 - Step 1 (Demaret Lh/Cedardate Dr.)
A1540	0         Install Concrete Pavement (Intersection)           0         Install 7'x7' RCB, Junction Box within Intersection	5 5 0% 04-Sep-25 10-Sep-25 8 8 0% 07-Aug-25 18-Aug-25	35		Instal Concrete Pavement (Intersection)
	Install / X/ RCB, Junction Box within Intersection     8" Water Line Off-Set (Intersection)	8         8         0%         07-Aug-25         18-Aug-25           5         0         100%         03-Mar-25         07-Mar-25 A			S* Water Line Off-Set (Intersection)
MCRABE	BDB.2.4.4.2 Phase 4 - Step 2 (Demaret Ln Cedardale Dr. to Westvir	32 32 19-Aug-25 01-Oct-25	40		01-Oct-25, MCRABB/DB 2.4.4.2 Phase 4 - Step 2 (Demaret Ln Čedardale Dr. to West
	0 Restoration (Sodding) 0 Remove/Replace Conc Driveways	5 5 0% 25-Sep-25 01-Oct-25 5 5 0% 18-Sep-25 24-Sep-25	40		Restoration (Sodding)
🔲 A1570	0 Install Concrete Pavement Along SB Demaret Ln.	5 5 0% 11-Sep-25 17-Sep-25	35		Install Concrete Pavement Along SB Demaret Ln.
	0 Install 7'x7' RCB Along SB Demaret Ln. DB.2.4.5 Phase 5 (Westview Dr.)	5 5 0% 19-Aug-25 25-Aug-25 174 130 05-Mar-25 03-Nov-25	47		□ Install 7x7 RCB Along βB Demaret Ln. ▼ 03-Nov-25, MCRABBDB 2.4.5 Phase 5 (Westview Dr.)
MCRABE	BDB.2.4.5.1 Phase 5 - Step 1 (Westview Dr./Demaret Ln.)	156 112 05-Mar-25 08-Oct-25	35		▼ 08-Od;25, MCRABBDB.2.4.5,1 Phase 5- Step 1 (Westview Dr/Demaret Lh.)
	0         Remove/Replace Sidewalks/Ramps           0         Install Concrete Pavement (Intersection)	5 5 0% 02-Oct-25 08-Oct-25 5 5 0% 25-Sep-25 01-Oct-25	35		Install Cohcrete Pavement (Intersection)
🚍 A1600	0 Install 7'x7' RCB, Junction Box within Intersection	5 5 0% 25-Sep-25 01-00-25 5 5 0% 26-Aug-25 01-Sep-25	52		Install 7x/7 RCB, Junction Box within Intersection
🔤 A1560	0 8" Water Line Off-Set (Intersection)	10 10 0% 05-Mar-25 19-May-25	122		8°Water Line Ort-Set (Intersection)
	BDB.2.4.5.2 Phase 5 - Step 2 (Westview Dr Demaret Ln. to Witte Ro Restoration (Sodding)	45         45         02-Sep-25         03-Nov-25           5         5         0%         28-Oct-25         03-Nov-25	35		7 03-Nov-25, MCRABBDB 2.4.5.2 Phase 5'- Step 2 (Westview Dr Demarel
🚍 A1650	0 Remove/Replace Conc Driveways	5 5 0% 21-Oct-25 27-Oct-25	35		Remove/Replace Corc Driveways
	Install Concrete Pavement Along EB Westview Dr.     Install 7'x7' RCB, Incl. MHs/Inlets Along EB Westview Dr.	8 8 0% 09-Oct-25 20-Oct-25 8 8 0% 02-Sen-25 11-Sen-25	35		Install Concrete Pavement Along EB Westview Dr.
	0 Install 7'x7' RCB, Incl. MHs/Inlets Along EB Westview Dr. DB.2.4.6 Phase 6 (Mill&Overlay Street)	8 8 0% 02-Sep-25 11-Sep-25 18 18 02-Oct-25 27-Oct-25	54		27-Oct-25, MCRABBDB 2.4.6 Phase 6 (Mili¢Overtay Street)
MCRABE	BDB.2.4.6.1 Phase 6 - Step 1 (Windhover Ln Cedardale Dr. to West	5 5 02-Oct-25 08-Oct-25	40		🕶 08-Oci(25, MCRABBDB 2.4.6,1 Phase 6)- Step 1 (Windhover Ln Cedardale Dr. to 1
	0 Mill Existing Asphalt/Overlay 1.5" Surface Asphalt BDB.2.4.6.2 Phase 6 - Step 2 (Cedardale Dr Windhover Ln. to Demi	5 5 0% 02-Oct-25 08-Oct-25 8 8 09-Oct-25 20-Oct-25	40		Mill Existing Asphatit/Overlay 15 <sup>°</sup> Surface Asphatit     Zd-Oct-25, M¢RABBDB 2,4.6.2 Phase 6 - Step 2 (Cedardale Dr Windhover Ln
🔲 A1680	0 Mill Existing Asphalt/Overlay 1.5" Surface Asphalt	8         8         0%         09-Oct-25         20-Oct-25           8         8         0%         09-Oct-25         20-Oct-25	40		Mit Existing Asphalt/Overby 1.5" Surface Asphalt
	BDB.2.4.6.3 Phase 6 - Step 3 (Demaret Ln Cedardale Dr. to Westvir 0 Mill Existing Asphalt/Overlay 1.5" Surface Asphalt	5 5 21-Oct-25 27-Oct-25 5 5 0% 21-Oct-25 27-Oct-25	40		▼ 27-Oct-25, MCRABBDB 2.4.6.3 Phase 6 - Step 3 (Demaret Ln Cedardale E MII Existing Asphatt/Overlay 1.5* Surface Asphatt
	3.3 Closeout Phase	5         5         0%         21-Oct-25         27-Oct-25           70         70         17-Feb-26         25-May-26	-18		La initia constraint of the second se
A1710	Final Completion/Demob	0 0 0% 29-Apr-26	0		♦ Final Cc
	Punchlist Work	22 22 0% 31-Mar-26 29-Apr-26	0		Pundlik
A1700	Float (Weather/Construction Contingency)	70 70 0% 17-Feb-26 25-May-26			

Actual Level of Effort Re	emaining Work 🔶	♦ Milestone	Page 1 of 1	TASK filter: All Activities
Actual Work	itical Remaining Work	summary		

#### Document 00642

#### MONTHLY SUBCONTRACTOR PAYMENT REPORTING FORM

Legal Project Name: <u>BRIAR BRANCH DETENTION BASIN & STORM SEWER IMPROVEMENTS</u>
Outline Agreement No.:\_\_\_\_\_\_WBS No.: <u>N-T17000-0021-3</u>

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

<u>Letti Hernandez</u>

#### Address: 1901 Hollister St, Houston, TX 77080

#### CERTIFICATION

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

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

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

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

03/07/2025

Document 00646

#### PAYMENT NOTIFICATION - EXPLANATION OF WITHHOLDING

Legal Project Name: BRIAR BRANCH DETENTION BASIN & S	TORM SEWER IMPROVEMENTS
Outline Agreement No.:	WBS No.: N-T17000-0021-3
Contractor's Company Name: Reytec Construction, Inc.	
Address: 1901 Hollister St, Houston, TX 77080	
Date: 03/07/2025	
SUBCONTRACTOR PAYMENT INFORMATION:	
Subcontractor Name:	
Street Address:	
City, State, and Zip Code:	
Business Phone Number:	
Amount of Subcontractor Invoice:	
Amount of Payment Made:	
Amount of Payment Withheld:	
Date Payment First Withheld:	

DETAILED EXPLANATION OF WITHHOLDING:

<u>Letti Hernandez</u>

(Signature of Contractor's Representative)

Letti Hernandez

(Print or Type Name of Contractor's Representative

00642 03-20-2020 00646



1 Contract Number, if applicable	2 Invoice Number	3 Reporting From:		4 Contractor's Business Name	5 Contact Person		6 Address
W140-01-00	2	2/1/2025	2/28/2025	Reytec Construction Resources, Inc.	Letti Hernandez	1901 Hollis	ter St, Houston, TX 77080
7 Telephone Number	8 Date of Contract Award	9 Schedule Date of Completion	10 Original Contract Amount	11 Current Contract Modifications	12 Total Amount Received to Date	To	13 tal Amount Owed
(832) 622-3633	10/15/2024	4/27/2026	\$13,797,688.00	\$0.00	\$0.00		\$390,503.20
14 Committed DBE/MWBE/HUB %	15 Actual DBE/MWBE/HUB Participation to date	16 Actual DBE/MWBE/HUB % to date					
20.00%	\$0.00						
17	18	19	20	21	22	23	24
Name of DBE/MWBE/HUB Subcontractor	Description of Work	Amount of payments made during current invoice period	Date of payments made during current invoice period	Subcontract Dollars	Amount paid to date	Percent paid to date	Amount of this invoice allocated to DBE/MWBE/H Subcontractor
	1		DBE MWSBE SUBCO	NTRACTORS			-
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			DBE MWSBE SU	IN IT D.C			5
		1	DBE MWSBE SU	PLIERS			s
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		808-0	DE MWSDE SUDCONTE	GACTORS/SUPPLIERS	1		s
							\$
by completing this form, the Contr		A's prompt payment policy,	BE MWSBE SUBCONTR	actor to pay all subcontractors w			\$ \$
Signatu		Date Signed		Name and Till	le of Individual Completin	ag Report	
<u>Letti Hernandi</u>	, 14	03/07/2025	Letti Hernandez, Pro	oject Manager			

CONTRACTOR PAYMENT REPORT FORM

									PA	٩YI	ROI	L R	EPOF	RTING							1 c Feb 18, 3 1:47 PM		
		NAME OF CONT OR SUBCONTRA			Reyb	ac Con	structi	on Re	source	SPE	CIALTY	LICENS		2289			ADDR	ESS: 19	001 Holliste	er Street, H	louston, TX	r, 77080	
		PAYROLL No.		1	OR V	(4)			FEB-2	5	(5)	(6)		JRED CERTI S COMPENS				F	PROJECT - PROJECT - Nater Dete	AND LOCA	ATION: Br	iar Branch St	torm
(1)	(2)	(3)		м	Т	(4) W	TH	F	S	S	(5)	(6) Hourly		7)	1			(8)				(9)	
Name, Address and SSN of Employee	Exempt ions	(3) Work Classification		27	28 HOU	29 RS W0	DATE 30 DRKEI	31	01 (H DA)	02	Total Hours	Rate of Pay	GROSS	AMOUNT RNED		1			NTRIBUTIO	ONS		Net Wages Paid for Week	Check No.
Amaya, Jose 16506 Sinaloa Dr. Houston, TX 77083		Excavator Op	OT ST	0	0 10	0	0 10	10 0	0	0	10 40	40.50 27.00	THIS PROJECT 1.485.00	ALL PROJECTS 1.485.00	Fed. Tax 165.43	FICA 113.60	Local/ State tax	SDI	Vacation Holiday 0.00	Total Benefits	Total Deduction 279.03	1.205.97	7888
****9491													HOURS	HOURS	Training	Fund Admin	Dues	Travel Subs.	Savings	Health 8 Welf.	Pension	1,205.97	1000
													50	50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1	
Castaneda-Delgado, Luis 15823 Sarasam Creek Cvoress, TX, 77429		Pipe Layer Help	OT ST	0	0	0	0 10	10 0	0	0	10 40	25.50 17.00	THIS PROJECT	ALL PROJECTS	Fed. Tax	FICA	Local/ State tax	SDI	Vacation Holiday	Total Benefits	Total Deduction		
7423													935.00 HOURS	935.00 HOURS	Training	71.53 Fund Admin	Dues	Travel	0.00 Savings	Health 8 Welf	71.53 Pension	863.47	7926
													50	50	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
DeSantiago-Juarez, Rodrigo 2011 Sadler St.	3	Concrete Finishe	ST	8	0	8	0	0	0	0	16	17.00	THIS PROJECT	ALL PROJECTS	Fed. Tax	FICA	Local/ State tax	SDI	Vacation Holiday	Total Benefits	Total Deduction		1
Houston, TX 77093													272.00	680.00	10.31	52.02			0.00	Health 8	62.33	617.67	7943
1021													HOURS 16	HOURS 40	Training	Fund Admin	Dues 0.00	Travel Subs.	Savings	Health 8 Welf.	Pension 0.00		
Fuentes-Amaya, Luis 16506 Sinaloa Dr.		Bulldozer Op	OT ST	0	0	0	1	10	0	0	11	34.50	THIS	ALL	Fed. Tax	FICA	Local/ State tax	SDI	Vacation	Total Benefits	Total		
Houston, TX 77083 9349													1,299.50	1,299.50	124.62	99.41			0.00		224.03	1,075.47	7975
													HOURS	HOURS	Training	Fund Admin	Dues	Travel Subs.	Savings	Health 8 Welf.	Pension	]	
													51	51	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Vilchis-Garcia, Elfego 13949 Bammel North Houston Rd.		Pipe Layer	ST	0	0	0	0 10	10 0	0	0	10 40	33.00 22.00	THIS PROJECT 1.210.00	ALL PROJECTS	Fed. Tax	FICA 92.57	Local/ State tax	SDI	Vacation Holiday	Total Benefits	Total Deduction 92.57	1 117 43	8191
Apt 2118, Houston, TX 77066 *****0987													1,210.00 HOURS	1,210.00 HOURS	Training	92.57 Fund Admin	Dues	Travel Subs.	0.00 Savings	Health 8		1,117.43	8191
													50	50	0.00	0.00	0.00	0.00	0.00	0.00	0.00		

									P/	۹YI	ROI	LL R	EPO	RTING							2 c Feb 18, 3 1:47 PM		
		NAME OF CONTR OR SUBCONTRA			Reyt	ic Co	nstruct	ion Re	source	SPE	CIALT	Y LICENS		2289			ADDR	ESS: 1	901 Hollisti	ar Street, H	louston, T)	C, 77080	
		PAYROLL No.		F	ORW	EEK	ENDIN	IG: 02	-FEB-2	25				URED CERTI				i	PROJECT PROJECT Water Dete	AND LOC.	ATION: Br	iar Branch S	torm
						(4)					(5)	(6)	FEIN: 76	0516513					Trans Den		in Expansion		
(1) Name Aritress and	(2)	(3)		м	Т	W	TH	_	s	S	Total	Hourty Rate		(7)				(8)	NTRIBUTI			(9)	1
SSN of Employee	Exempt ions	Work Classification		27	28 HOU	29 RS W		31 D EAC	01 CH DAY	02 Y	Hours	of Pay		S AMOUNT ARNED				ID PAYI		JNS		Net Wages Paid for Week	Check No.
Morales, Roger 12066 Sela Lane Apt B1, Houston, TX			OT ST		0 10	0	0 10	10 0	0	0	10 40	24.00 16.00	THIS		Fed. Tax	FICA	Local/ State tax	SDI	Vacation Holiday		Total Deduction		
77072													880.0	880.00		67.32			0.00		67.32	812.68	8089
8058													HOURS	HOURS	Training	Fund Admin	Dues	Travel Subs.	Savings	Health 8 Welf.	Pension		
													50	50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1	
Zetino-Contreras, Saul 4607 Sherwood Lane.		Laborer Common	OT ST	0	0 10	0 10	0 10	10 0	0	0	10 40	24.00 16.00	THIS	ALL	Fed. Tax	FICA	Local/ State tax	SDI	Vacation Holiday	Total Benefits	Total Deduction		
#784, Houston, TX 77092				<u> </u>	_								880.0	880.00		66.91			0.00		72.22	807.78	8204
1515													HOURS	HOURS	Training	Fund Admin	Dues	Travel Subs.	Savings	Health & Welf.	Pension	1	
													50	50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1	
-				Tł	HIS PR	IOJEC	ст то	TAL			317		6,961.50										

	PAYROLL REPOR	IING	Date: Feb 18, 2025 Time: 1:47 PM EST
ate Feb 18, 2025 MellSSB Camez (Name of Signatory Party) do hereby state: (1) That I pay or supervise the payment of the persons empl	Payroll Coordinator (TEIe)	(b) WHERE FRINGE BENEFITS ARE PAID - Each laborer or mechanic listed in that been paid, as indicated on the pathan beam of the applicable basic amount of the required fringe benefit except as noted in section 4(c) below	he above referenced payroll ayroll, an amount not less hourly wage rate plus the as listed in the contract,
Reytec Construction Resources (Contractor or Subcontractor)	on the	(c) EXCEPTIONS EXCEPTION (CRAFT)	EXPLANATION
Briar Branch Storm Water ; that during the payroll per (Building or Work)	iod commencing on the		
27th day of January 2025 , and ending the full all persons employed on said project have been paid the full been or will be made either directly or indirectly to or on beh	weekly waters earned that no rehates have		
Reytec Construction Resources	from the full		
(Contractor or Subcontractor)			
weekly wages earned by any person and that no deductions the full wages earned by any person, other than permissible C.F.R. Stubttle A.J. issued by the Secretary of Lubor under the Stat. 108, 72 Stat. 108, 73 Stat. 35, 74 ol. J.S. 3146), and Deductions are based on gross wages and include but vehiciding. State Disability Insurance, Union Deducto	deductions as defined in Regulations, Part 3 (29 e Copeland Act, as amended (48 Stat. 948, 63 escribed below: ire not limited to: Federal Withholding, FICA, Medicare, Stat	REMARKS:	
(2) That any payrolls otherwise under this contract requires complete; that the wage rates for laborers or mechanics con rates contained in any wage determination incorporated infor- tasts contained in any wage theorem of the incorporated infor- tasts contained in any wage theorem of the incorporated infor- tasts contained in any wage theorem of the incorporated infor- tasts contained in any wage theorem of the incorporated infor- tast contained in any wage theorem of the incorporated information of the incorporated interview.	tained therein are not less than the applicable wage the contract: that the classifications set forth therein for	NAME AND TITLE	SIGNATURE
each laborer or mechanic conform with the work he perform (3) That any apprentices employed in the above period are registered with a State apprenticeatily agency recognized by States Department of Labor, or if no such recognized agenc Apprenticeatily and Training, United States Department of	d. duly registered in a bona fide apprenticeship program the Bureau of Apprenticeship and Training, United exists in a State, are registered with the Bureau of	Melissa Gamez Payroll Coordinator THE WILLFUL FALSIFICATION OF ANY OF SUBJECT THE CONTRACTOR OR SUBCO	

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

imez						
MAY RMINAL OF TITLE						
IF TITLE						
]				Report Parameters		
	Company:	110	Pay Group Code:		Run Time:	1:47 PM EST
	Pay Run: Year:	W 2025	From Period: To Period:	6	Run Date: Report Code:	Feb 18, 2025 PY1096 27.10.2020
	From Job:	2289	Job Company:	110	Operator:	MGAMEZ
	From Job: To Job:	2289 2289	Job Company: Fringe Print Fringe	110 All Projects Hours N	Operator: Total Pages:	MGAMEZ 4

PAYROLL REPORTING

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

									Ρ	AY	'R	ЪГ	L R	EPO	RTING	1						1 c Feb 18, 1:47 PM				
		NAME OF CONTRA			Rey	lec Co	n struc	tion R	esoun	SF	PECIA	LTY	LICENS					ADD	RESS: 1	1901 Hollist	er Street, H	iouston, T	< 77080			
		PAYROLL No.			FOR \	VEEK		NG: 05	Þ-FEB	-25	1	5)	(6)		SURED CERT RS COMPEN			t.		PROJECT PROJECT Water Detr	AND LOC	ATION: B	iar Branch S	torm		
(1)	(2)	(3)		м	T	W			S	s	1		Hourh	-	(7)	1			(8)				(9	0		(1)
Name, Address and SSN of Employee	Exempt	Work Classification		03	04 HOL	05 JRS W	DAT 06 /ORKI	07	OE CH Di			otal ours	Rate of Pay	GROS	IS AMOUNT ARNED				IONS, CO	ONTRIBUTI MENTS	ONS		Net Wages Paid for Week	Check No.		Name, Address SSN of Employ
Acuna-Delgado, Oscar 6219 Griggs Rd. #50, Houston, TX 77023		Laborer Common	ST	0	0	11.5	0	0	0	0	1	15	15.50	THIS PROJEC 178.2	ALL T PROJECT			Local/ State ta	x SDI	Vacation Holiday	Total Benefits	Total Deduction 88.94	717.06	8209		Fuentes-Amaya 16506 Sinaloa I Houston, TX 77
2616														HOURS	HOURS	Trainin	Admir		Travel Subs	Savings	Health 8 Welf.	Pension 0.00				9349
Amaya, Jose 16506 Sinaloa Dr. Houston, TX, 77083		Excavator Op	OT ST	0	0 10	0 10	0	13 0	0	0		13	40.50 27.00	THIS	ALL PROJECT	S Fed. Ta	x FICA	Local/ State ta		Vacation Holiday	Total Benefits	Total Deduction			-	Vilchis-Garcia, I 13949 Bammel Houston Rd
9491														1,606.5 HOURS	0 1,606.5 HOURS	0 192. Trainin	C.u.d	Dues	Travel Subs	0.00 Savings	Health 8 Welf.	315.05 Pension	1,291.45	8218		Apt 2118, Houst 77066
														53	53	0.0			0.00	0.00	0.00	0.00				
Castaneda-Delgado, Luis 15823 Sarasam Creek Cypress, TX 77429		Pipe Layer Help	OT ST	0	0	0	0	13	0	0		13 40	25.50 17.00	THIS PROJEC	ALL PROJECT		K FICA	Local/ State ta	SDI	Vacation Holiday	Total Benefits	Total Deduction 77.38	934.12	8255		Garcia, Dimas 4601 Sherwood #239, Houston, *****9769
1423														HOURS	HOURS	Trainin	Admir		Travel Subs.	Savings	Health 8 Welf.	<sup>8</sup> Pension				9769
Cuevas-Mendoza, Jose		Pipe Layer	ST	0	0	11.5	0	0	0	0	1	15	21.00	53 THIS	53	0.0	-	0.00	0.00	0.00 Vacation	0.00	0.00 Total		-	-	Hemandez Esp
908 W. Jackson Ave. Pasadena, TX 77506														PROJEC 241.5	T PROJECT 1.092.0	Fed. Ta		State ta	x SDI	Holiday 0.00	Benefits	Deduction 153.41	938.59	8271		Marcos 702 Mobile Dr.
3990														HOURS	HOURS	Trainin	9 Fund Admir	Dues	Travel Subs	Savings	Health 8 Welf.	<sup>8</sup> Pension				Pasadena, TX *****2175
DeSantiaco-Juarez.	3	Concrete Finishe	ST	8	0	8	0	0		1.0	-	16	17.00	11.5 THIS	48	0.0	-	0.00	0.00	0.00 Varation	0.00	0.00 Total	-	<u> </u>	-	Morales, Roger
Rodrigo 2011 Sadler St. Houston TX 77093			Ê											PROJEC 272.0	T PROJECT	Fed. Ta		State ta	x SDI	Holiday 0.00	Benefits	Deduction 75.83	680.67	8272		12066 Sela Lan Apt B1, Houstor 77072
1621														HOURS	HOURS	Trainin	Admir		Travel Subs.	Savings	Health 8 Welf.	Pension	]			8058
														16	43	0.0	0.0	0.00	0.00	0.00	0.00	0.00			L	

5 1025 EST							PAYR	OL	L R	EPOR	TING							2 o Feb 18, 2 1:47 PM		
, 77080					NAME OF CONT OR SUBCONTRA			ALTY	LICENS		2289			ADDR	ESS: 19	i01 Holliste	r Street, H	louston, TX	, 77080	
2289 ar Branch I n	Storm				PAYROLL No.		FOR WEEK ENDING: 09-FEB-25	(5)	(6)		JRED CERTIN 5 COMPENS					PROJECT ( PROJECT ) Vater Dete	AND LOC.	ATION: Bri	ar Branch S	torm
Net Wage Paid for	9) s Check No.		(1) Name, Address and SSN of Employee	(2) Exempt ions	(3) Work Classification		M T W TH F S S	Fotal lours	Hourly Rate of Pay	(T GROSS			ſ		(8) DNS, COI ID PAYN	NTRIBUTIC	ONS		(9) Net Wages Paid for	1
Week 717.06	8209	1	Fuentes-Amaya, Luis 16506 Sinaloa Dr. Houston, TX 77083 *****9349		Bulldozer Op	OT ST	0 0 0 0 13 0 0	13 40	34.50 23.00	THIS PROJECT 1,368.50	ALL PROJECTS 1,368.50	Fed. Tax 139.80	FICA 104.69 Fund	Local/ State tax	SDI Travel	Vacation Holiday 0.00	Total Benefits Health 8	Total Deduction 244.49	Week	8304
		ļ	Vilchis-Garcia, Elfego		Pipe Laver	ST		30	22.00	HOURS 53	HOURS 53	Training 0.00	Admin 0.00	Dues 0.00	Subs. 0.00	Savings 0.00	Welf. 0.00	0.00		
1,291.45	8218		13949 Bammel North Houston Rd. Apt 2118, Houston, TX 77066 *****0987		Pipe Layer	31		30	11.00	THIS PROJECT 660.00 HOURS	ALL PROJECTS 660.00 HOURS	Fed. Tax	FICA 50.49 Fund Admin	Local/ State tax Dues	SDI Travel Subs.	Vacation Holiday 0.00 Savings	Total Benefits Health & Welf.	Total Deduction 50.49 Pension	609.51	8520
934.12	8255	ł	Garcia, Dimas 4601 Sherwood Ln. #239, Houston, TX 77092		Pipe Layer	ST	0 0 115 0 0 0 0	11.5	21.00	30 THIS PROJECT 241.50	30 ALL PROJECTS 1,092.00	0.00 Fed. Tax 14.28	0.00 FICA 83.13	0.00 Local/ State tax	0.00 SDI	0.00 Vacation Holiday 0.00	0.00 Total Benefits	0.00 Total Deduction 102.72	989.28	8311
										HOURS 11.5	HOURS 48	Training 0.00	Fund Admin 0.00	Dues 0.00	Travel Subs. 0.00	Savings 0.00	Health 8 Welf. 0.00	Pension 0.00		
938.59	8271		Hernandez Esparza, Marcos 702 Mobile Dr. Pasadena, TX 77506 *****2175		Excavator Op	ST	0 0 115 0 0 0 0	11.5	24.00	THIS PROJECT 276.00 HOURS	ALL PROJECTS 1,248.00 HOURS	Fed. Tax 68.25 Training	FICA 93.49 Fund Admin	Local/ State tax Dues	SDI Travel Subs.	Vacation Holiday 0.00 Savings	Total Benefits Health & Welf.	Total Deduction 187.59 Pension	1,060.41	8347
		ł	Morales, Roger 12066 Sela Lane Ant B1 Houston TX		Laborer Common	OT ST	0 0 0 0 13 0 0 10 10 10 10 0 0 0	13 40	24.00	11.5 THIS PROJECT	48 ALL PROJECTS	0.00 Fed. Tax	0.00 FICA	0.00 Local/ State tax	0.00 SDI	0.00 Vacation Holiday	0.00 Total Benefits	0.00 Total Deduction		
680.67	8272		77072							952.00 HOURS	952.00 HOURS	Training	72.82 Fund Admin 0.00	Dues	Travel Subs.	0.00 Savings 0.00	Health 8 Welf.	72.82 Pension 0.00	879.18	8421

								PA	<b>AYF</b>	ROL	L R	EPOF	RTING						3 o Feb 18, 2 1:47 PM						
		NAME OF CONT OR SUBCONTRA			ytec Co	onstructi	ion Res	source	SPE	CIALTY	LICENS		2289		ADDR	ESS: 1	901 Hollisti	ar Street, H	louston, TX	, 77080			Dat	Melissa	a Gamez
		PAYROLL No.		FOR	WEEK			FEB-2	5	(5)	(6)		URED CERTI S COMPENS 0516513				PROJECT	AND LOC	RACT NO: ATION: Bri n Expansio	ar Branch S	torm			hereby state (1) That I pay	or supervise th
(1) Name, Address and SSN of Employee	(2) Exempt ions	(3) Work Classification		M T 03 04 HC		DATE	07		09	Total Hours	Hourly Rate of Pay	GROS	(7) S AMOUNT ARNED			(8) DNS, CO 4D PAYI	NTRIBUTI	DNS		(9 Net Wages Paid for Week	Check No.				Reyte (Cont nch Storm Wate ing or Work)
Zetino-Contreras, Saul 4607 Sherwood Lane. #784, Houston, TX 77092		Laborer Common		0 0	0	0	13	0	0	13 40	24.00	THIS PROJECT 952.00 HOURS 53	ALL PROJECTS 952.00 HOURS 53	72.42	Dues	SDI Travel Subs. 0.00	Vacation Holiday 0.00 Savings 0.00	Total Benefits Health & Welf. 0.00	Total Deduction 77.73 Pension 0.00		8533			03rd /	· ,
Zetino-Contreras, Eswin 784 Timbergrove Houston, TX 77092 *****9108		Laborer Common	ST	0 0	125	5 0	0	0	0	125	15.00	THIS PROJECT 187.50 HOURS 12.5	ALL PROJECTS 622.50 HOURS 41	47.63	Dues	SDI Travel Subs. 0.00	Vacation Holiday 0.00 Savings 0.00	Total Benefits Health 8 Welf. 0.00	Total Deduction 47.63 Pension 0.00	574.87	8532	-	De	the full wages C.F.R. Subtit Stat. 108, 72	(Cor s earned by any s earned by any le A), issued by Stat. 967; 76 St re based on gr state Disability
				THIS	PROJE	ст тот	TAL		3	69.5		7,947.25													

		PAYROLL REPOR	TING	Page: 4 of 5 Date: Feb 18, 2025 Time: 1:47 PM EST
(1) (1) web the C.F. Sta	Teb 18, 2005           Hollssa Gamez           Mailssa Gamez           Mailssa Gamez           Regisc Construction Resources           Regisc Construction Resources           Construction Resources           Generator of Beloomerschol           Bard Gord (Farman, - 2005), and ondrige model to the far or with the state after dendy of indexes to the Sourceschol           Open and gord (Farman, - 2005), and ondrige model to the far or with the state after dendy of indexes to the Sourceschol           Registration of the Sourceschol (Construction Resources)           Registration of the Sourceschol (Construction Resourceschol)           Registration of the Sourceschol (Construction Resourceschol)           Registration of the Sourceschol (Construction Resourceschol)           Application of the Sourceschol (Construction Resourceschol (Construction Res	on the d communicity on the <u>opp</u> day of <u>February 2025</u> easily segare asmed. That for inductions have been the full are been made other directly or inductify from declarons as defined. Induction, the 20 are common to the full day of the full day. Bit or coll inducts for Exercised Witholdeling PLCA. Medicanes. State	(b) WHERE FINICE EXECTS ARE PAD  (b) WHERE FINICE EXECTS ARE PAD  (c) EXECUTION (CONT)  (c) EXCEPTION  (c) EXC	he above referenced payroll syroll, an amount not less hourly wage rate plus the as listed in the contract,
cor rati eac (3 reg Sta Ap)	2) That any payrolls otherwise under this contract required trystee, that he wags rates for laborers or machanics cost of the second states for laborers or machanics and the balancer or machanics costs in the balancer in machanics costs of the second states	Ined therein are not less than in the applicable wage excitacity that the calabilitations and the thermin for the second second second second second second second the Bureaux of Apprendiceship and Training, United social in a State, are registered with the Bureau of or.	NAME AND TITLE Melissa Gamez Payroll Coordinator THE WILFUL FALSIFICATION OF ANY OF SUBJECT THE CONTRACTOR OF SUBCO PROSECUTION. SEE SECTION 1001 OF TI 31 OF THE UNITED STATES CODE.	NTRACTOR TO CIVIL OR CRIMINAL

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

								PA	YR	OL	L R	EPOF	RTING							1 c Mar 04, 3 9:27 AM	
		NAME OF CONT OR SUBCONTRA			rtec Cor	struction	Resc	5	PECI	ALTY	LICENS		2289			ADDR	ESS: 1	001 Hollist	er Street, H	iouston, T)	C, 77080
		PAYROLL No.		FOR	WEEK	ENDING:	16-F					SELF-INS	JRED CERTI S COMPENS					PROJECT	AND LOC	RACT NO: ATION: Br	iar Branch
					(4)	DAY				(5)	(6)	FEIN: 76-	0516513					rine Des		in corporations	
(1)	(2)	(3)		M T	W		F	S	s	Fotal	Hourh		7)				(8)				
Name, Address and SSN of Employee	Exempt	Work Classification		10 11 HO		DATE 13 ORKED I				lours	Rate of Pay		AMOUNT RNED				DNS, CO	NTRIBUTI MENTS	ONS		Net Wag Paid to Week
Amaya, Jose 16506 Sinaloa Dr.		Excavator Op	OT ST	0 0	0		1.5			6.5 40	40.50	THIS	ALL	Fed. Tax	FICA	Local/ State tax	SDI	Vacation	Total Benefits	Total Deduction	
Houston, TX 77083			F		-		_	_	_	_		1,343.25	1,343.25	134.25	102.76		<u> </u>	0.00		237.01	1,106.2
9491												HOURS	HOURS	Training	Fund	Dues	Travel Subs.	Savings	Health &	Pension	1
												46.5	46.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	t
Castaneda-Delgado, Luis 15823 Sarasam Creek Cypress, TX, 77429	İ	Pipe Layer Help	ST	10 3	0	0	10	0	0	23	17.00	THIS	ALL PROJECTS	Fed. Tax	FICA	Local/ State tax	SDI	Vacation Holiday	Total Benefits	Total Deduction	
Cypress, 1X 7/429												391.00	391.00		29.91			0.00		29.91	361.05
												HOURS	HOURS	Training	Fund Admin	Dues	Travel Subs.	Savings	Welf.	Pension	
												23	23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
DeSantiago-Juarez, Rodrigo 2011 Sadler St.	3	Concrete Finishe	ST	8.5 0	5	0	0	5	0 1	18.5	17.00	THIS	ALL PROJECTS	Fed. Tax	FICA	Local/ State tax	SDI	Vacation Holiday	Total Benefits	Total Deduction	
Houston, TX 77093												314.50 HOURS	637.50 HOURS	6.06 Training	48.77 Fund	Dues	Travel	0.00 Savinos	Health 8	54.83 Pension	582.6
												18.5	37.5	0.00	Admin 0.00	0.00	Subs. 0.00	0.00	0.00	0.00	-
Fuentes-Amaya, Luis 16506 Sinalna Dr		Bulidozer Op	OT ST	0 0	0		1.5			21	34.50	THIS	ALL	Fed. Tax	FICA	Local/ State tax	SDI	Vacation Holiday	Total Benefits	Total	
Houston TX 77083			51	10 0	10.5	10 3	1.5	0	0	40	23.00	1 644 50	1 644 50	200.52	125.81	Otalie tab	-	H01049		326.33	1 318 1
*****9349												HOURS	HOURS	Training	Fund	Dues	Travel	Savings		Pension	1.510.1
												61	61	0.00	0.00	0.00	0.00	0.00	0.00	0.00	ł
Morales, Roger 12066 Sela Lane	İ	Laborer Common	ST	10 0	0	11	10	5	0	36	16.00	THIS	ALL PROJECTS	Fed. Tax	FICA	Local/ State tax	SDI	Vacation Holiday	Total Benefits	Total Deduction	
Apt B1, Houston, TX 77072												576.00	576.00		44.06	5		0.00		44.0E	531.9
*****8058												HOURS	HOURS	Training	Fund Admin	Dues	Travel Subs.	Savings	werr.	Pension	
	1	1	1	1								36	36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1

			Report Parameters			
Company:	110	Pay Group Code:		Run Time:	1:47 PM EST	
Pay Run:	w	From Period:	7	Run Date:	Feb 18, 2025	
Year:	2025	To Period:	7	Report Code:	PY1096	27.10.2020
From Job:	2289	Job Company:	110	Operator:	MGAMEZ	
To Job:	2289	Fringe	All Projects Hours	Total Pages:	5	
		Print Fringe	N			

PAYROLL REPORTING

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

								F	PAY	(R	OL	L R	EPOF	RTING							2 c Mar 04, 9:27 AM		
		NAME OF CONT OR SUBCONTRA			Reytec	Const	uction P	Resou	SI	PECIA	ALTY.	LICENS		2289			ADDR	ESS: 19	901 Hollisti	ar Street, H	louston, T	r, 77080	
		PAYROLL No.		F	OR WEE			16-FE	B-25				WORKER	URED CERTI S COMPENS					PROJECT PROJECT Water Dete	AND LOC	ATION: B	iar Branch S	torm
(1) Name, Address and SSN of Employee	(2) Exempt ions	(3) Work Classification		M 10	DATE To			otal ours	(6) Hourly Rate of Pay	GROS	7) 5 AMOUNT RNED		1		(8) DNS, CO ID PAYN	NTRIBUTI	DNS		(9 Net Wages Paid for Week	<u> </u>			
Zetino-Contreras, Saul 4607 Sherwood Lane. #784, Houston, TX 77092		Laborer Common	ST	0	2 10	2.5	1 6.	5 10	0 0		24 40	24.00	THIS PROJECT 1.216.00	ALL PROJECTS 1.216.00	Fed. Tax 29.16	-	Local/ State tax	SDI	Vacation Holiday 0.00		Total Deduction 127.05	1.088.91	8859
7523													HOURS 64	HOURS 64	Training 0.00	Fund Admin 0.00	Dues	Travel Subs.	Savings 0.00	Health 8 Welf.	Pension 0.00		
L				TH	IS PRO.	JECT	TOTAL			245	9		5,485.25										

	PAYROLL REPOR	TING	Page: 3 of Date: Mar 04, 202 Time: 9:27 AM ES
Mar 04. 2025 Mellissa Gamez (Hame of Signatory Party) do heraby state: (1) That I pay or supervise the payment of the persons employed by Review Constitution Resources	(Tife)	(b) WHERE FRINGE BENEFITS ARE PAID → Each baloes or mechanic listed in the paid as indicated on the paid mount of the applicable basis amount of the required inge benefi- except as noted in section 4(c) below (c) EXCEPTIONS	the above referenced payroll ayroll, an amount not less hourly wage rate plus the ts as listed in the contract,
(Contractor or Subcontractor)		EXCEPTION (CRAFT)	EXPLANATION
Bird Branch Stein Waler         Text daring the speed period com           Building or W         Text and y         Text and y           State         Description         Text and y           Contrast revision         Text and y         Text and y	The second secon	REMARKS:	
(2) That any payotis obtained under this contract regulated to be obtained to the subaport of the term of the contract of t	herein are nock leas than the applicable wage tract, that the classifications set footh therein for spistered in a bona fide apprentiooship program meas of Apprentiooship and Trianing, United in a State, are registered with the Bureau of	NAME AND TITLE Melissa Gamez Payroll Coordinator The MILLFUL FALSIFICATION OF ANY SUBJECT THE CONTRACTOR OF SUBC PROBECUTION. SEE SECTION 1001 OF 1 31 OF THE UNITED STATES COOL	INTRACTOR TO CIVIL OR CRIMINAL

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

							P	AYF	ROL	LR.	EPOF	RTING							1 c Mar 04, 3 9:25 AM	
		NAME OF CONT OR SUBCONTRA			rtec Cons	struction	Resour	SPE	CIALTY	LICENS		2289			ADDR	ESS: 1	901 Hollisti	er Street, H	iouston, T)	C, 77080
		PAYROLL No.		FOR	WEEK E	NDING:	23-FEB	-25				URED CERTI S COMPENS					PROJECT	AND LOC	RACT NO: ATION: Br	iar Branch
					(4)	DAY			(5)	(6)	FEIN: 76-	0516513					mini Duu		in Expansion	
(1)	(2)	(3)		MT	W	TH	FS	S	Total	Hourty		7)				(8)				
Name, Address and SSN of Employee	Exempt ions	Work Classification				20			Hours	Rate of Pay		S AMOUNT IRNED		1		ONS, CO	NTRIBUTI MENTS	ONS		Net Wag Paid fo Week
Amaya, Jose 16506 Sinaloa Dr.		Excavator Op	ST	0 0	10	10 1	10 0	0	30	27.00	THIS	ALL	Fed. Tax	FICA	Local/ State tax	SDI	Vacation Holiday	Total Renefits	Total	
Houston, TX 77083											810.00	810.00	58.00	61.97			0.00		119.97	690.03
9491											HOURS	HOURS	Training	Fund	Dues	Travel Subs.	Savings	Health &	Pension	1
											30	30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	t
Castaneda-Delgado, Luis 15823 Sarasam Creek Cypress, TX 77429	İ	Pipe Layer Help	ST	0 0	10	10	0 0	0	30	17.00	THIS	ALL	Fed. Tax	FICA	Local/ State tax	SDI	Vacation Holiday	Total Benefits	Total Deduction	
Cypress, 1X 7/429											510.00	510.00		39.02			0.00		39.02	470.91
											HOURS	HOURS	Training	Fund Admin	Dues	Travel Subs.	Savings	Health & Welf.	Pension	
											30	30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
DeSantiago-Juarez, Rodrigo 2011 Sartier St	3	Concrete Finishe	ST	8 0	8	0	0 0	0	18	17.00	THIS	ALL PROJECTS	Fed. Tax	FICA	Local/ State tax	SDI	Vacation Holiday	Total Benefits		
Houston, TX 77093											272.00 HOURS	731.00 HOURS	15.41 Training	55.92 Fund	Dues	Travel	0.00 Savinos	Health 8	71.33 Pension	659.6
											16	42	0.00	Admin 0.00	0.00	Subs.	0.00	0.00	0.00	ł
Fuentes-Amaya, Luis 16506 Sinalna Dr		Bulidozer Op	OT ST	0 0 10 10	0		0 8	9	27	34.50	THIS	ALL	Fed. Tax	FICA	Local/ State tax	SDI	Vacation Holiday	Total	Total	
Houston, TX 77083				10 10	10	10	0 0		-	22.00	1.851.50	1.851.50	246.06	141.64	Grande take	-	0.00	Durnen a	387.70	1.463.8
2349											HOURS	HOURS	Training	Fund	Dues	Travel Subs.	Savings	Health 8 Welf.	Pension	
											67	67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	t
Morales, Roger 12066 Sela Lane	İ	Laborer Common	OT ST	0 0	0		0 0	7	7 40	24.00 16.00	THIS PROJECT	ALL PROJECTS	Fed. Tax	FICA	Local/ State tax	SDI	Vacation Holiday	Total Benefits	Total Deduction	
Apt B1, Houston, TX 77072											808.00	808.00		61.82			0.00		61.82	746.1
*****8058											HOURS	HOURS	Training	Fund Admin	Dues	Travel Subs.	Savings	Health & Welf.	Pension	
			1								47	47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1

			Report Parameters			
Company:	110	Pay Group Code:		Run Time:	9:27 AM EST	
Pay Run:	W	From Period:	8	Run Date:	Mar 04, 2025	
Year:	2025	To Period:	8	Report Code:	PY1096	27.10.2020
From Job:	2289	Job Company:	110	Operator:	MGAMEZ	
To Job:	2289	Fringe	All Projects Hours	Total Pages:	4	
		Print Fringe	N			

PAYROLL REPORTING

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

								PA۱	(R	OL	L R	EPOF	RTING							2 o Mar 04, 9:25 AM		
		NAME OF CONTRAI OR SUBCONTRACT			ac Con	struction	n Reso	s	PECU	ALTY	LICENSE	ENSE NO: E NO: NUMBER:	2289			ADDR	ESS: 11	901 Holliste	r Street, H	louston, T	< 77080	
		PAYROLL No.		FOR W				EB-25				WORKER	URED CERTI S COMPENS					PROJECT PROJECT	AND LOCA	ATION: B	iar Branch S	lorm
			+	MT	(4)	DAY		6 1 1		(5)	(6)	FEIN: 76-								-		
S SN OI EITIPIOYBE	(2) Exempt ions	(3) Work Classification	E	17 18	DATE To				Fotal Iours	Hourly Rate of Pay	GROS	7) 5 AMOUNT RNED				(8) DNS, CO ID PAYN	NTRIBUTIO	ONIS		(9 Net Wages Paid for Week	Check No.	
Zetino-Contreras, Saul 4607 Sherwood Lane.		Laborer Common 81	1	0 0	10	10	10	0 0		30	16.00	THIS	ALL PROJECTS	Fed. Tax	FICA	Local/ State tax	SDI	Vacation Holiday	Total Benefits	Total Deduction		
#784, Houston, TX 77092												480.00	480.00		36.31			0.00		41.63		9184
												HOURS	HOURS	Training	Fund Admin	Dues	Travel Subs.	Savings	Health 8 Welf.	Pension	1	
												30	30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1	
				THIS PR	ROJEC	т тота	4		22	0		4,731.50										

	PAYROLL REF	PORTING	Page: 3 of 4 Date: Mar 04, 2025 Time: 9:25 AM EST
Date Mar 04, 2025 1. <u>Melissa Gamez</u> Name of Signatory Party) do hereby state: (1) That I pay or supervise the payment of the persons Reynes Construction Resources (Contractor or Subcontractor)		(b) WHERE FRINGE BENEFITS ARE PA Each abover or mechanic state has the sum of the analysizable ba- amount of the required fringe ba- except as noted in section 4(c) ba- (c) EXCEPTIONS EXCEPTION (CRAFT)	in the above referenced payroll e payroll, an amount not less sic hourly wage rate plus the effts as listed in the contract,
[Building or Works] <u>1135</u> (or 40 February - 2005, and en- al persons entrying on a set of project here been paid been or with the made effect of reading the or <u>Replete Construction Resources</u> (Contrained or Biolandinator) weekly subject earned by ory persons and that to dealer the full seeking earned by ory persons and that to dealer DE Rest (and T) and the Sing of the Sing Sing Sing Sing Sing Sing Sing Sing	In bit weekly pages example, that no relates have behalf of sale means that of the sale means that any sale toos have been made either directly or indirectly from sable deductions as defined in Regulations, Parl 3 (29 er the Cogleand Act, as ammodel del Sale 494, 63 and described below.	REMARKS:	
complete; that the wage rates for laborers or mechanic rates contained in any wage determination incorporate each laborer or mechanic conform with the work he per (3) That any apprentices employed in the above peri registered with a State apprenticeship agency recognic	od are duly registered in a bona fide apprenticeship program ed by the Bureau of Apprenticeship and Training, United gency exists in a State, are registered with the Bureau of t of Labor.	NAME AND TITLE Melissa Gamez Payroll Coordinator THE WILLFUL FALSIFICATION OF ANY SUBJECT THE CONTRACTOR OR SUE PROFET THE CONTRACTOR OF SUE OF THE TON REAL STATES CODE 31 OF THE UNITED STATES CODE	

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

IR2 U FCORDONEAL				Ga	uge			DAILY CONSTRUCTION	REPOF	RT
27 Day s Used Of 470 AND REMAINING	i 443	REPO	RT#:	2025	0201	CONTRA	ACT #	1383 WBS No. N	T17000-0	021-3
Saturday, February 1, 2025	TYPE OF	WORK:				SIT		DETENTION BAS	in	
	BRANCH (	W140-01-	DI) STOR	M WATER	DETENT	ON BASI	( EXP)	ANSION AND STORM SEWER IMPROVED	ENTS	
CONTRACTOR: Weather Conditions	Tempe	rahure	Dew	Reyter Point		ction Re hidity	sourc	ves, Inc. NIC=Not Complete		
Partly Sunny	7AM	45	7AM	41	7AM			N/A=No Activities		
Site Conditions Dry	7PM	57	7PM	45	7PM	63% CTIVITIE		PIO=Part of Item Above		
B.STA E.STA	SHEET		GRESS /	DESCRIP				WWENTS DF ACTIVITIES	UNIT	QTY
SUBCONTRACTOR MOBILIZATION						rface Barr	ier Wal	I (Furnish and Install)		
								D ACTIVITIES		
								D ACTIVITIES D ACTIVITIES		
	-							D ACTIVITIES	-	1
	1							D ACTIVITIES	1	1
					_	SATURE	DAY NO	D ACTIVITIES		
	1							D ACTIVITIES		1
	+							D ACTIVITIES D ACTIVITIES	+	-
	1					SATURE	MAY NO	D ACTIVITIES	1	1
								D ACTIVITIES		
	1							D ACTIVITIES	1	1
	-							D ACTIVITIES D ACTIVITIES	-	
								D ACTIVITIES		
	1					SATURE	DAY NO	D ACTIVITIES	1	
								DACTIVITIES		
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								D ACTIVITIES	-	
Geotest Engineering, Inc.	A. Time		D. Time			(T ON PRI				
LABOR FORCE/SUBCONTRAI	CTORS	LA	QTY	HRS	QUIPME	II OA PRI		QUIPMENT QTY	USE	STDBY
							-		1	1
				-					1	1
									1	
				+	<u> </u>		_		1-	+
									1	1
Submitted Roberto C. Chapa		Acknowle	iged:					Acigoniledges:	ia.	
Inspector (Sign name; print below.)		Reviewer	Project I	Vanager (	Sign name	print belo	w.)	Contractor (Sign name; print below	L)	
Roberto C. Chapa										

				(	Gai	ige		DAILY CON	STRUCTION R	EPOR	т
REDEVELOPHIENT AUTHORITY					ENGINEERI						
29 Day s Used Of	470 AND REMAINING	441	REPO	RT #:	2025	0203	CONTRACT #:	1383	WBS No. N-1	17000-0	121-3
Monday, Feb	ruary 3, 2025	TYPE OF			ATER LI		SITE LOCATION:		ETENTION BASI		
PROJECT NAME: CONTRACTOR:	BRIAR	BRANCH (	W140-01-I	00) STORI	M WATER	DETENT	ON BASIN EXPAN	SION AND STORM	SEWER IMPROVEME	NTS	
CONTRACTOR: Weather 0	Conditions	Tempe	rature	Dew			idity		C=Not Complete		
Mostly		7AM	63	7AM	63	7AM	100%		I/A=No Activities		
Site Conditions	Dry	7PM	72	7PM	70	7PM	94%		Part of Item Above		
B.STA.	F STA	W SHEET	ORK PRO	GRESS / I	DESCRIPT		ACTIVITIES / COM DESCRIPTION OF			UNIT	OTY
		132	60		WTR	MAIN PIP	E (PVC) (RESTRAIN	IED JT) 12-IN, BY OP	EN CUT	LF	53
		132	59		WTS	MAN PIP	E (PVC) (RESTRAIN	NED JT) 84N; BY OPI	IN CUT	LF	2
		132	58	- PRI 7' X	4' _/ ra		Trench Safety	System	REM	LF	55
		132	3		н	nd Dig for Unifor	waterine Installati ned Peace Officers	(Min Bid \$55.00/HR)	areq	HR	9.5
		SECT	10N 0172	5 FIELD S	URVEYIN	G 1.07 SL	IRVEY REFERENCE	CE POINTS			
1.08 SURVEY REQUE	Es	and payr	nent and f	or approp	oriate cont	rols for t	uantities required he Work. Locate a opsoil placement, is	nd lay out the			C. 1.
	intering, Inc.	A. Time		D. Time BOR FOR	CE AND E	QUIPME	IT ON PROJECT	IPMENT	QTY	USE	STDBY
LADUR	Superintendent			1	9	-		oader	1	2	51551
	Pipe Foreman			1	9			up Trucks	2	9	
	Pipe Layer Pipe Layer Helper			2	9			Excavator ar Broom	1	9 2	
	Utility Labor			2	9			ar Broom a \ Dozer	1	2	
	Operators			1	9			rete Saw	1	6	
				L – ]							$\square$
Submitted:			Acknowle	foed:				Acknowledge	. I		1
Reberte					ianager (s	ign name	print below.)	A.	KO1C	a	
Roberto	C. Chapa										

		F	AYROLL REPORTING			of 4 lar 04, 2025 25 AM EST
			Report Parameters			
Company:	110	Pay Group Code:		Run Time:	9:25 AM EST	
Pay Run:	W 2025	From Period: To Period:	9	Run Date: Report Code:	Mar 04, 2025 PY1096	27.10.2020
Year				Operator:	MGAMEZ	
Year: From Job:	2289	Job Company:	110	Total Pages:	4	

			1		Gái						
28 Day s Used Of	470 AND REMAINING	442	REPO	RT #:	2025	0202	CONTRACT #:	1383	WBS No. N-1	17000-0	021-3
Sunday, Feb	oruary 2, 2025	TYPE O	F WORK:				SITE LOCATION:	DI	ETENTION BASI	N	
PROJECT NAME:	BRIAR	BRANCH	(W140-01-0	0) STOR					SEWER IMPROVEME	INTS	
CONTRACTOR: Weather	Conditions	Temps	scature	Dew	Reyteo Point		iction Resources, idity		C=Not Complete		
Partly	Cloudy	7AM	48	7AM	48	7AM	100%	N	A=No Activities Part of Item Above		
Site Conditions	Dry	7PM	66 IORK PRO	7PM GRESS/	61 DESCRIP	7PM	83% CTIVITIES / COMME		Part of item Above		
B.STA.	E.STA.	SHEET					DESCRIPTION OF A	CTIVITIES		UNIT	QTY
SUBCONTRACT	OR MOBILIZATION					Subs	rface Barrier Wall (Fu SUNDAY NO ACT				
							SUNDAY NO ACT				
							SUNDAY NO ACT SUNDAY NO ACT				
							SUNDAY NO ACT	WITIES			
							SUNDAY NO ACT SUNDAY NO ACT				
		1					SUNDAY NO ACT	NITIES			-
							SUNDAY NO ACT				
		+					SUNDAY NO ACT SUNDAY NO ACT			-	-
							SUNDAY NO ACT				
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							SUNDAY NO ACT				
							SUNDAY NO ACT				
							SUNDAY NO ACT				
							SUNDAY NO ACT				
							SUNDAY NO ACT	NITIES			
	gineering, Inc.	A. Time				QUIPME	IT ON PROJECT				
LABOR	FORCE/SUBCONTRAC	TORS		QTY	HRS		EQUIP	MENT	QTY	USE	STDB
											-
											-
			Acknowled					Ackpowledged			

TIRZ U HEOVELOPMENT					Gai	Ige	e	DAILY CO	NSTRUCTIO	N RI	EPOR	т
30 Day s Used Of	470 AND REMAINING	440	REPO	IRT#:	2025	0204	CONTRACT #:	1383	WBS N	o. N-T1	17000-00	121-3
Tuesday, Feb	oruary 4, 2025	TYPE OF			ATER LI		SITE LOCATION:		DETENTION			
PROJECT NAME: CONTRACTOR:	BRIAR	BRANCH (	W140-01-	10) STOR			10N BASIN EXPAN		RM SEWER IMPRO	WEME	(TS	
Weather C		Tempe			Point	Hut	nidity		N/C=Not Complete			
Partly Site Conditions	Cloudy Dry	7AM 7PM	63 72	7AM 7PM	63 70	7AM 7PM	100% 94%		N/A=No Activities P/O=Part of Item Abo	zve		
			ORK PRO	GRESS /	DESCRIPT	ION OF	ACTIVITIES / COM					
B.STA. SUBCONTRACTO	E.STA. OR MOBILIZATION	SHEET	ITEM #			Subs	DESCRIPTION OF urface Barrier Wall (		a)	-	UNIT	QTY
		132	60			MAIN PIF	E (PVC) (RESTRAIN	IED JT) 12-IN, BY	OPEN CUT		LF	33
		132	59		WTR	MAIN PI	PE (PVC) (RESTRAI	NED JT) 8-IN; BY	OPEN CUT		LF	12
					Contraction of the second	ter A			& SALAGE			
					21	= *	1	Bra /	WET CONF	ł		
		132	58				Trench Safety				LF	45
		132	55		Ha		r Waterline Installat				LS	0.5
			3			Unifor	med Peace Officers	(Min Bid \$55.00/8	łR)		HR	9.5
										-		
		SECT	10N 0172	5 FIELD S	URVEYIN	3 1.07 S	URVEY REFERENCE	CE POINTS				
1.08 SURVEY REQUIN	Es	and payr	ment and f	for approp	oriate cont	fill and	uantities required he Work. Locate a topsoil placement bs	ind lay out the	nt			C. 1.
Geotest Eng	ineering, Inc.	A. Time	1.4	D. Time	CE AND E		NT ON PROJECT					
LABOR	FORCE/SUBCONTRAC	TORS	LA	QTY	HRS	eon-NE		JIPMENT	1.0	TY	USE	STDBY
	Superintendent	_	_	1	10			Truck 12YD		1	8	
	Pipe Foreman	_	_	1	10			oader		1	10	
	Pipe Layer			2	10			Excavator		1	10	
	Pipe Layer Helper Utility Labor			2	10		blade Pirke	e \ Dozer up Trucks		1	2	
	Operators			2	10		Conc	rete Saw		1	2	
							Pow	er Broom		1	2	
				-						_		
Submitted Roberto	C. Chapa		Acknowle					Acknowled		c'،	a	
Roberto			neviewei	rroject N	lanager (S	ign name	r, print below.)	Contracto	r yaiyn name; print b	nelOW.)		

IRZ U KOCVELCEMENT AUTOCOMY					Gai	uge		1	DAILY CONSTRUC	TION R	EPOR	tΤ
32 Day s Used Of	470 AND REMAINING	438	REPO	DRT#:	2025	0206	CONTRAC	T#:	1383 WE	IS No. N-T	17000-0	021-3
Thursday, Fel	bruary 6, 2025	TYPE O	F WORK:	w	ATER LI	INE	SITE	IN:	DETENTIO	ON BASI	N	
PROJECT NAME:	BRIAR	BRANCH	W140-01-	00) STOR	M WATER	DETENT	ON BASIN E	XPAN	SION AND STORM SEWER IN	IPROVEME	NTS	
CONTRACTOR:	Conditions	Tempe	rature	Daw	Reyter Point		iction Reso idity	iurces,				
	udy	7AM	68	7AM	68	7AM	100%		N/C=Not Con N/A=No Acti	vities		
Site Conditions	Dry	7PM	72	7PM	70		94%		P/0=Part of Iter	n Above		
B.STA.	E.STA.	SHEET	ITEM #	JURESS /	DESCRIP	TION OF J	CTIVITIES / DESCRIPTIO	ON OF A	ACTIVITIES		UNIT	QTY
SUBCONTRACTO	OR MOBILIZATION					Subsi	rface Barrier	Wall (F	urnish and Install)			
		129	59		WT		E (PVC) (RES	TRAIN	ED JT) 8-IN; BY OPEN CUT		LF	19
							Ť		4400			
							-					
						Ť	N		· · · · · · · · · · · · · · · · · · ·			
								Ю	EXIST RO			
				1		1			2-8" X 45"1 1-8" WET CC			
				]		-16	D' - ''	1	1-8" WET CC			
				-		n.		PS	ROP 8" NL			
		129	58				Trench S				LF	19
		SECT	10N 0172	5 FIELD S	SURVEYIN	IG 1.07 SI	IRVEY REFE	RENCI	E POINTS			
1.88 SURVEY REQUIN	E	and pays	ment and t	for approp	priate con	trols for t	ne Work. Loc	cate an	or measurement d lay out the utilities, and			c. 1.
Geotest Eng	ineering, Inc.	A. Time		D. Time								
	FORCEISUBCONTRAC	1000	LA	BOR FOR	ICE AND I	EQUIPMEN	IT ON PROJE		PMENT	ΟΤΥ	USE	STDBY
LABOR	FORCE/SUBCONTRAC Superintendent	IUKS		01Y	HRS 10	-			PMENT ruck 12YD	QTY 1	USE 8	STUBY
	Pipe Foreman			1	10			Los	ader	1	10	
	Pipe Layer			2	10		s	imall E	xcavator	1	10	
	Pipe Layer Helper Utility Labor			2	10 10				\ Dozer p Trucks	1	2	-
	Operators			2	10			Concr	ete Saw	1	2	
					-	_		Power	r Broom	1	2	-
					1							1
		_	_		1		_					1
Submitted:			Acknowle	dged:	I	I			Ackgrowledged:	I	I	I
Reberte	C. Chapa			-					A. Gra	(C)	a	
Inspector (sign name;	print below.)		Reviewel	nProject is	nanager (i	sign name	print below.)	,	Contractor (Sign name, )	ann below.	_	
Roberto	C. Chapa											
	pn											

182 U				Gai	uge		DAILY CONS	TRUCTION R	EPOR	т
ATLORIT ATLORIT 31 Day s Used Of 470 AND REMAINING	G 439	REPO	IRT #:	2025	0205	CONTRACT #:	1383	WBS No. N-1	17000-0	121-3
Wednesday, February 5, 2025	TYPE O	F WORK:	w	ATER LI	NE	SITE LOCATION:				
PROJECT NAME: BRIAR	BRANCH	(W140-01-	00) STOR	M WATER	DETENTIO	IN BASIN EXPA	NSION AND STORM S	EWER IMPROVEME	INTS	
CONTRACTOR:				Reyted		tion Resource				
Weather Conditions Mostly Cloudy	Tempe 7AM	erature 68	7AM	Point 68	Humi 7AM	100%	NC	=Not Complete I=No Activities		
Site Conditions Dry	7PM	72	7PM	70	7PM	94%	PIO=P	art of Item Above		
			GRESS /	DESCRIP		CTIVITIES / CON				
B.STA. E.STA.	SHEET 132	ITEM#				ESCRIPTION OF			UNIT	QTY
	132	59		WTR	MAIN PIPE	(PVC) (RESTRAT	NED JT) 12-IN, BY OPEN NED JT) 8-IN; BY OPEN		LF	10
	132	64				CUT, PLUG & AB		001	Ea	1
	132	66				WET CONNEC	TION (8IN)		Ea	1
	132	67				WET CONNECT			Ea	1
	132	67				WET CONNECT	TON (12IN)	"	Ea	1
				RCB	PROP 7: X4' 12" WL			RAS FH REMOVE & WETCON 4-12* X 1-12* WE		
				~ ]	2/	11.6		17		
	132	63			REMOV		SING FIRE HYDRANT	-	Ea	1
SUBCONTRACTOR MOBILIZATION	132	58				Trench Safet	y System (Furnish and Install)		LF	15
							,			
		TONATO		NI INARANA	C 4 AT PUP	VEY REFEREN	CE DOBUTE			
46 SURVEY REQUIREMENTS E following with appropriate instruments:	and pay	ment and i	for approp	priate com	trols for th	e Work. Locate a				1.
Geotest Engineering, Inc.	A. Time		D. Time BOR FOR	CE AND E	QUIPMENT	ON PROJECT				
LABOR FORCE/SUBCONTRA	CTORS		QTY	HR\$			JIPMENT	QTY	USE	STDB
Superintendent			1	10			Truck 12YD	1	8	1
Pipe Foreman Pipe Layer			1 2	10 10			oader Excavator	1	10 10	-
Pipe Layer Pipe Layer Helper			2	10			e \ Dozer	1	10	-
Utility Labor			2	10		Pick	up Trucks	1	10	1
Operators			2	10			crete Saw	1	2	
					_	Pow	er Broom	1	2	<u> </u>
			-	-					-	+
			-	-	-				-	1
domitted: Reberte C. Chapa spector (Sign name; print below.)		Acknowle		lanager (1	Sign name; ;	print below.)	Acknowledged:	KO. (C)	a	
Roberto C. Chapa										



IRZ IV ISCIENTMON				Gai	Jge			DAILY CONSTRUCT	TION R	EPOR	π
34 Day s Used Of 470 AND REMAINING	436	REPO	IRT#:	2025	0208	CONTRA	ACT #:	1383 WB	S No. N-T	17000-0	021-3
Saturday, February 8, 2025	TYPE OF					SIT	10N:	DETENTIO			
	BRANCH (	W140-01-	10) STOR					NSION AND STORM SEWER IM	PROVEME	NTS	
CONTRACTOR: Weather Conditions	Tempe	rature	Dew	Reyter Point		uction Re nidity	source	is, Inc. N/C=Not Com	alata		
Mostly Cloudy	7AM	70	7AM	70	7AM	100%		N/A=No Activ	ities		
Site Conditions Dry	7PM	73	7PM	66	7PM	78%		PIO=Part of Item	Above		
BSTA ESTA	W SHEET	ORK PRO	GRESS /	DESCRIP		ACTIVITIES		IMENTS F ACTIVITIES		UNIT	QTY
SUBCONTRACTOR MOBILIZATION	oncei	IIEM #						Furnish and Install)		UNIT	Q11
						SATURE	AY NO	ACTIVITIES			
								ACTIVITIES			
	_							ACTIVITIES ACTIVITIES			
								ACTIVITIES			
								ACTIVITIES			
	-					SATURE	AY NO	ACTIVITIES		-	
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								ACTIVITIES			
						UNITURE.	AT NO.	Activities			
Geotest Engineering, Inc.	A. Time		D. Time								
		LA			QUIPMEN	NT ON PRI					
LABOR FORCE/SUBCONTRAC	IURS		QTY	HRS	-		EQI	UIPMENT	QTY	USE	STDBY
				I					L		
							_				
Submitted:		Acknowle	dged:		L			Acigowiedged:		L	-
Roberto C. Chapa						; print belo		Acknowledged: A	(ت	a	
Roberto C. Chapa		neviewel	ir ioject s	unager (:	syn name	, pini beo	w.j	consector (sign name; p	ini, odiów.)		-

TIRZ 17 ISCOVELCEMENT AUTOCOMENT					Gai	Jge		DAILY CONSTRUC	tion R	EPOR	т
36 Day s Used Of	470 AND REMAINING	434	REPO	DRT#:	2025	0210	CONTRACT	t: 1383 WB	S No. N-T	17000-00	021-3
Monday, Feb	ruary 10, 2025	TYPE O	F WORK:	w	ATER LI	NE	SITE LOCATION:	DETENTIO	ON BASI	N	
PROJECT NAME:	BRIAR	BRANCH	W140-01-	00) STORI	I WATER	DETENT	ON BASIN EXP	ANSION AND STORM SEWER IM	PROVEME	NTS	
CONTRACTOR:	Conditions	Temps	rature	Daw	Reyter		iction Resour				
	oudy	7AM	64	7AM	59	7AM	83%	N/C=Not Com N/A=No Activ	rities		
Site Conditions	Dry	7PM	63	7PM	61	7PM	94%	PIO=Part of Iten	n Above		
B.STA.	E.STA.	W SHEET	ITEM #	GRESS / I	DESCRIP	FION OF A	CTIVITIES / CO	OWMENTS OF ACTIVITIES	-	UNIT	QTY
	OR MOBILIZATION	VILLI	III.Cary					all (Furnish and Install)		Unit	4.1
7+77,23%T	7+88,23'RT	130	59		WT	MAIN PI	E (PVC) (RESTR	IAINED JT) 8-IN; BY OPEN CUT		LF	11
								- C			
							-11				
						M	40				
					- "	102					
						1	2 <b>H</b> 14				
							1				
				1	1		юŇ	2-8"			
					ľ			1-8"			
7+77,23%T	7+88,23'RT	130					Trench Sal	ety System		LF	- 11
		SECT	10N 0172	5 FIELD S	URVEYI	G 1.07 SI	IRVEY REFERE	ENCE POINTS			
1.03 SURVEY REQUI	DEMENTE.										c.
1.05 SURVET REQUI		tablish el	evations,	lines and l	levels to	provide q	antities requir	ed for measurement			
following with soor	opriate instruments:	and pays	ment and	for approp	riate con	trois for t	he Work, Locat	e and lay out the			1
torowing mor upp	oprate marchinents.	Site imp	rovement	s includin	g grading	, fill and t	opsoil placemi	nt, <u>utilities</u> , and			
					footing	s and slal	IS				
						_					
Geotest Eng	gineering, Inc.	A. Time	14	D. Time BOR FOR	CE AND E	OLIPMET	T ON PROJEC	т			
LABOR	FORCE/SUBCONTRAC	TORS		QTY	HRS			QUIPMENT	QTY	USE	STDBY
	Superintendent		_	1	10		Dun	p Truck 12YD	1	8	L .
	Pipe Foreman			1	10			Loader	1	10	
	Pipe Layer Pipe Layer Helper			2	10			all Excavator ade \ Dozer	1	10	
	Utility Labor			2	10			ckup Trucks	1	2	
	Operators			2	10		Co	Increte Saw	1	2	
	ubcontractor Foreman			1	11		Pc	rwer Broom r Wall Instaling Equipment	1	2	
	abcontractor Poreman abcontractor Operator			2	11	sut	au lace parrie	- +++++			-
	Subcontractor Labor			3	11						
Submitted		-	Acknowle	dawl				Arknowledged	1		
	C. Chapa		Acknowle	uyea:				Acquomenges:	se :	a	
Inspector (sign name,								H. GO	1-1	~	
			neviewe	urfoject N	uniagel (i	syn naffie	print below.)	Contractor (Sign name; p	ent DelOW.)		_
Roberto	C. Chapa										

TIR2 U RECEVELOPMENT AUTOMONY					Ga	uge	9		DAILY CO	NSTRUC	FION R	EPOR	т
35 Day s Used Of	470 AND REMAINING	435	REPO	IRT #:	2025	50209	CONTRA	ACT #:	1383	WB	S No. N-T	17000-00	121-3
Sunday, Fel	bruary 9, 2025	TYPE OF	F WORK:				SIT			DETENTIO	)N BASI	N	
PROJECT NAME:	BRIAR	BRANCH (	W140-01-	00) STOR	M WATER	DETENT	ION BASIN	EXPAN	SION AND STO	RM SEWER IM	PROVEME	NTS	
CONTRACTOR: Weather	Conditions	Tempe	rature	Dew	Reyter	Constr	uction Re nidity	sources	, Inc.	N/C=Not Com	alata		
CI	oudy	7AM	70	7AM	68	7AM	94%			N/A=No Activ	ites .		
Site Conditions	Dry	7PM	72	7PM	66	7PM	83% ACTIVITIE			PIO=Part of Item	Above		
B.STA	E.STA.		ITEM #	GRESS /	DESCRIP	HON OF			ACTIVITIES			UNIT	QTY
SUBCONTRACT	OR MOBILIZATION					Subs			Furnish and Insta	ull)			
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Roberto	C. Chapa		Acknowle		Jananer /	Sinn narre	x; print belo	w1	A	ged: .(_ <b>k</b> O-	(د'r	a	
	C. Chapa				ger (			,	2011/200	- (w.g.: Antine, p			

1011					Gai				DAILY CONSTRUCTION F	EPOR	π
RECEVELOPMENT AUTHORITY					ENGINEERS	-					
37 Day s Used Of	470 AND REMAINING	433	REPO	RT #:	2025	0211	CONTR	ACT #:	1383 WBS No. N-	17000-0	121-3
Tuesday, Feb	ruary 11, 2025	TYPE OF	WORK:				SIT LOCA		DETENTION BASI	N	
PROJECT NAME:	BRIAR	BRANCH (	W140-01-I	DO) STOR	M WATER	DETENT	ON BASI	N EXPA	NSION AND STORM SEWER IMPROVEM	INTS	
CONTRACTOR: Weather C	adition	Tempe	ratura	Dem	Reyted	: Constru Hun		source			
Thunde		7AM	68	7AM	70	74M	100%	1	NIC=Not Complete NIA=No Activities		
Site Conditions	Wet	7PM	63	7PM	61	7PM	94%		PIO=Part of Item Above		
BSTA	E.STA.	W SHEET		GRESS /	DESCRIP	TION OF A	CTMTIE	S/CON	MENTS F ACTIVITIES	UNIT	OTY
	DR MOBILIZATION	ancei	TIEN #						(Furnish and Install)	ONIT	QIT
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Geotest Eng	ineering, Inc.	A. Time		D. Time							
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Submitted:			Acknowle						Adventudent.		
Referte (					eanager (c	sign name	print bei	W.)	Acipowiedged: A. (KOIC) Contraction Stationary, print contract	a	
Roberto											

TR2 V RECVELCEMENT					Gai	Jge		DA	NLY CO	NSTRUCT	TION R	EPOR	т
38 Day s Used Of	470 AND REMAINING	432	REPO	IRT#:	2025	0212	CONTRA	CT#:	1383	WB	S No. N-T	17000-00	121-3
Wednesday, Fe	-	TYPE OF					SITE	ON:		DETENTIC			
PROJECT NAME: CONTRACTOR:	BRIAR	BRANCH (	W140-01-	10) STORI				EXPANSIO ources, In		RM SEWER IM	PROVEME	NTS	
CONTRACTOR: Weather C	onditions	Tempe	rature	Dew		Hur		ources, in	с.	N/C=Not Com	niata		
Mostly	Cloudy	7AM	72	7AM	70	7AM	94%			N/A=No Activ VO=Part of Item	ties		
Site Conditions	Muddy	7PM	57	7PM	52	7PM	82%	/ COMMEN		U=Part of item	ADOVE		
B.STA.	E.STA.	SHEET	ITEM #		DEDUIU			ION OF ACT				UNIT	QTY
22+21	23+27.77	113	99			Subsi	aface Barrie	er Wall (Furn	ish and Insta	II)		Sq Ft	7544
							18		0740 m 045				
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4. Measu	urement for the slurry t enterline of the slurry t	wall shall I	be based	on the are	a in squa	re feet of	the comple	eted slurry v	wall measur	ed in a vertical	plane thr	ough	
survey	s and soundings take	n at the sit	te as direc	ted and a	pproved I	by the En	gineer, Port	tions of the	slurry wall	excavated to d	lepths gre	ater	
than ti	he line shown on the d slurry wall for excavati	trawings o	r as other	wise direct	cted by th tonite slu	e Engine	er shall not d the existi	be measure no hox cub	ed for paym pert is incide	ent. Additionation of the second seco	thickness wision	sof	
	iony marrier excertio	on and pre	icement o	- activities			une excess	ing box com		intar to this pri			
Geotest Eng	ineering, Inc.	A. Time		D. Time		-							
				BOR FOR	CE AND E	QUIPME	NT ON PRO						
LABOR	FORCE/SUBCONTRAC	TORS		QTY	HRS			EQUIPM			QTY	USE	STDBY
	Superintendent Pipe Foreman			1	10 10			Dump Truc Loade			1	8 10	
	Pipe Layer			2	10			Small Exca			1	10	
	Pipe Layer Helper			2	10			Blade \ D	lozer		1	2	
	Utility Labor		_	2	10 10			Pickup Tr			1	10 2	
	Operators			2	10			Concrete Power Br	'oom		1	2	
	bcontractor Foreman			1	11	Sub	isurface Ba	arrier Wall	Instaling Ec	uipment			
	bcontractor Operator iubcontractor Labor	r		2	11 11								
	and a contraction calloor						_	_	_				
Submitted:			Acknowle	dged:					Acknowled	ged:	· · ·	_	
Roberto (									H	.(KO	10	a	
inspector (sign name,			Reviewel	Project N	ravaĝer (s	sign name	; print below	r.)	Contracto	r (sign name; p	nnt below.)		_
Roberto	c. Chapa												

Weather Conditions Temperature Dew Point Humidity Cloudy 7AM 45 7AM 39 7AM 76%	DETENTIO RM SEWER IM NIC=Not Com NIC=Not Com NIC=Not Com NIC=Not Com	PROVEME plete rities	N	
	RM SEWER IM NIC=Not Com NIA=No Activ PIO=Part of Item	PROVEME plete rities	UNIT	
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Cooky         Image         Image <th< td=""><td>N/A=No Activ PIO=Part of Item</td><td>rities</td><td></td><td></td></th<>	N/A=No Activ PIO=Part of Item	rities		
Bit Condition         Muty         Imit         A         Muty         Imit         A         Muty	VO=Part of Item			
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Occless Engineering, Inc. A. Time D. Time LADOR FORCE AND ECOMPRENT ON PROJECT LADOR FORCE-SNIFCATTRACTORS LOTY & COMPRENT				
LABOR FORCEISUBCONTRACTORS QTY HRS EQUIPMENT Superintendent 1 10 Dump Truck 12YD		QTY 1	USE 8	STD
Pipe Foreman 1 10 Loader		1	8	+
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Pipe Layer Helper 2 10 Blade \ Dozer		1	2	
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Roberto C. Chapa	r (Sign name; pi			

TR2 17 RECEIPTIENT					Gai	uge	2	DAI	LY CON	STRUC	FION R	EPOR	т
39 Day s Used Of	470 AND REMAINING	431	REPO	RT#:	2025	0213	CONTRACT	r#:	1383	WB	S No. N+1	17000-0	121-3
Thursday, Feb	oruary 13, 2025	TYPE OF	WORK:				SITE	¢:	1	DETENTIO	ON BASI	N	
PROJECT NAME:	BRIAR	BRANCH (	W140-01-I	0) STOR			ION BASIN EX		AND STOR	A SEWER IM	PROVEME	NTS	
ONTRACTOR:	Conditions	Tempe	-	Dave	Reyted		uction Resound	urces, Inc.					
	udy	7AM	45	7AM	39	7AM	81%			VC=Not Com N/A=No Activ	ties		
Site Conditions	Muddy	7PM	54	7PM	36	7PM	51%			Part of Item	Above		
B.STA	E.STA.	W SHEET		GRESS /	DESCRIP		ACTIVITIES / C DESCRIPTION					UNIT	QT
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surve than t	enterline of the slumy t es and soundings to the le line shown on the slurry wall for excavati	n at the sit Irawinos o	te as direc r as other	ted and a wise dire	approved I cted by th	by the En e Engine	gineer. Portice er shall not be	ins of the si e measured	lurry wall ex for payment	cavated to o t. Additiona	lepths gre I thicknes	ater	
Geotest Eng	ineering, Inc.	A. Time		D. Time									
LABOR	FORCE/SUBCONTRAC	TORS	LA	OR FOR	CE AND E HRS	QUIPME	NT ON PROJE	EQUIPMEN	σ		QTY	USE	STDE
2.301	Superintendent			1	10	-		imp Truck			1	8	-
	Pipe Foreman			1	10			Loader			1	10	
	Pipe Layer			2	10			mall Excav			1	10	-
	Pipe Layer Helper Utility Labor			2	10			Fickup Tru			1	2	
	Operators			2	10		(	Concrete S	aw		1	2	
e.,	bcontractor Foremar	_		1	11	ç	P Isurface Barri	Power Bron Ger Wall In	om staline From	inment	1	2	<u> </u>
Su	bcontractor Operator			2	11		ince warri	www.clin					1
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mitted:			Acknowle	loed:					lokoowlerine	d:	I		
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	C. Chapa			-,	- mgml (r		.,						

RECORDENENT	-				Gai	uge	1	DAILY CONST	RUCTION R	EPOR	т
41 Day s Used O	470 AND REMAINING	429	REPOR	RT #:	2025	0215	CONTRA	ICT#: 1383	WBS No. N-1	17000-0	021-3
Saturday, Fe	bruary 15, 2025	TYPE OF	F WORK:				SITI		ENTION BASI	N	
ROJECT NAME:	BRIAR	BRANCH (	W140-01-00	0) STORI				EXPANSION AND STORM SE	WER IMPROVEME	INTS	
ONTRACTOR:				Dewi	Reyted			sources, Inc.			
	Conditions ly Cloudy	Tempe 7AM	rature 72	ZAM	Point 70	Hurr 7AM			Not Complete No Activities		
Site Conditions	Muddy	7PM	70	7PM	64	7PM	83%	PIO=Pa	rt of Item Above		
				RESS / I	DESCRIP			S / COMMENTS			
B.STA	E.STA.	SHEET	ITEM #					ION OF ACTIVITIES		UNIT	QT
17+17	18+95	112	99			Subsu	rface Barri	er Wall (Furnish and Install)		Sq Ft	125
			-								-
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the	eys and soundings take	drawinos o	ir as otherw	vise direc	cted by th	e Enginee	r shall no	rtions of the slurry wall excave t be measured for payment. An ing box culvert is incidental to	ditional thicknes	sof	
SUIV	the line shown on the is slurry wall for excavat	ion and pla	acement of :								
surv than	the line shown on the r slurry wall for excavat	A. Time		D. Time							
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Geotest Er LABOF S S milled:	upleasering, Inc. PrOCCS/INCONTRACT Pipe Layer Pipe	A Time CTORS		D. Time IOR FOR QTY 1 1 2 2 2 3 3 3 1 2 3	CE AND E HRS 10 10 10 10 10 11 11 11	Sub	IT ON PRC	EQUIPMENT Loader Small Excavator Blade \ Doer Pickup Trucks Concrete Saw Power Broom arrier Wall Installing Equipme Actoon/adged:	QTY 1 1 1 1 1 1 1	10 10 2 10 2 2	STD

IRZ V FORVELCEMENT					Gai	Jge		DAI	DAILY CONSTRUCTION REPORT				т
42 Day s Used Of	470 AND REMAINING	428	REPO	IRT #:	2025	0216	CONTRA	CT#:	1383	WB:	S No. N-T	17000-00	121-3
Sunday, Feb	ruary 16, 2025	TYPE O	F WORK:				SITE			DETENTIO	N BASI	N	
PROJECT NAME:	BRIAR	BRANCH	W140-01-	10) STOR					AND STOR	M SEWER IM	PROVEME	NTS	
CONTRACTOR:	Conditions	Tempe	rature	Dew	Reyted Point		ction Res hidity	ources, Inc.					
	Sunny	7AM	43	7AM	34	7AM	70%			N/C=Not Com N/A=No Activ	ties		
Site Conditions	Cold	7PM	52	7PM	36	7PM	54%			0=Part of Item	Above		
B.STA.	ESTA.	W SHEET	ORK PRO	GRESS /	DESCRIP			ON OF ACTI				UNIT	ατγ
8.SIA. 12+10	12+86	SHEE 1 112	11EM# 99					ION OF ACTI Ir Wall (Furnis)		1		Sa Ft	5370
12.10	12.00						OTE 30	/ 180	XL I			oqii	0010
							1	283					
								20.04					
							70	su					
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							10,014,00		12.004				
	l												
the c surve than t	urement for the slurry t enterline of the slurry t ys and soundings take he line shown on the d slurry wall for excavati	rench from n at the sil lrawings c	n the top te as direc as other	of work pl ted and a wise dire	atform to opproved I cted by th	the botto by the Engineer	m of the ex gineer. Port	tions of the s be measured	ch. Measur lurry wall e I for payme	ements shall I xcavated to d nt. Additional	epths gre thickness	on ater	
Genter: For	ineering, Inc.	A. Time		D. Time		-							
Stotest Eng	meaning, mb.	1 × 1000	LA		CE AND E	QUIPMEN	T ON PRO	JECT					
LABOR	FORCE/SUBCONTRAC	TORS		QTY	HRS			EQUIPMEN	et .		QTY	USE	STDBY
	Superintendent			1	2								
	Pipe Foreman			1	5			Loader Small Excav	ator		1	5	
	Utility Labor Operators			2	5			Blade \ Do			1	5	
				-	, v			Pickup Tru			1	5	
-	Superintendent			1	2	Sub	surface Ra	Power Bro arrier Wall In		ipment	1	2	
	Pipe Foreman			1	5								
	Utility Labor			3	5								
Submitted:	Operators		Acknowle	2 doed:	5				Acknowlerin	ed:			
Reberte					lanager (3	ign name	print below	., ,	A	(KO	( _ ` ·	a	
	C. Chapa												
1.000100	с. спири												

TRZ T/ HONELIANON				Gai	Jge		D/	ALY CONSTRU	JCTION R	EPOR	т
44 Day s Used Of 470 AND REMAINING	426	REPO	DRT #:	2025	0218	CONTRACT	*	1383	WBS No. N-1	17000-0	021-3
Tuesday, February 18, 2025	TYPE O	F WORK:				SITE	k	DETEN	TION BASI	N	
PROJECT NAME: BRIAR CONTRACTOR:	BRANCH	W140-01-	00) STOR	M WATER	DETENT	ON BASIN EX	PANSIC	IN AND STORM SEWER	RIMPROVEME	INTS	
CONTRACTOR: Weather Conditions	Tempe	rature	Dew	Reyted Point	Constru Hur	ction Resound	irces, ir	N/C=Not	Complete		
Cloudy	7AM	57	7AM	55	7AM	94%		N/A=No	Activities		
Site Conditions Muddy	7PM	61 OPK PD0	7PM	59	7PM	94% CTIVITIES / C	OMMEN	P/0=Part of	Item Above		
B.STA. E.STA.		ITEM #	Janess /	DESCRIP		DESCRIPTION				UNIT	QTY
16+60 14+79	112	99			Subsi	rface Barrier V	Vall (Furr	ish and Install)		Sq Ft	1278
					60 ft	PROF 24	ALUM SI CREE N				
				XSLOPE	ante	PROP URBAN BAS	DKSLOPE				
				R 92-5							
			r –								-
	-										
<ol> <li>Massurement for the sharp the centrated at the sharp than the initial sharp of the sharp of the sharp of the sharp of the sharp of the sharp well for excernit</li> </ol>	trench from n at the si frawings c ion and pla	n the top te as direc r as other	of work pi cted and a rwise dire if soil-ben	atform to approved I acted by th	the botto by the En e Engine	m of the excar gineer. Portion tr shall not be	vated to ns of the measu	ench. Measurements s e slurry wall excavated red for payment. Addit	to depths gre ional thicknes	on ater	
Geotest Engineering, Inc.	A. Time		D. Time								
LABOR FORCE/SUBCONTRAC	TORS	LA	BOR FOR QTY	CE AND E HRS	QUIPME	IT ON PROJE	CT	IENT	QTY	USE	STDB
Superintendent			1	2	-		Load		1	10	ande
Pipe Foreman			1	0			nall Exc	avator	1	10	L
Utility Labor			1	10			lade \ C		1	10	
Operators			1	10		P	ickup T	rucks	1	10	10
Superintendent			1	10		P	Water P ower B	room	1	10	10
Pipe Foreman			1	10	Sub	surface Barri	ier Wall	Instaling Equipment			
Utility Labor Operators			3	10					_		-
Operators			-	.0					-		
Submitted: Roberto C. Chapa Inspector (Sign name; print below.)		Acknowle		lanager (3	Sign name	print below.)		Acknowledged Acknowledged Contractor (Sign nam	م ( C	a	
Roberto C. Chapa											





TIRZ U REDEVIEI CEMENT AUTHORITY			_		Gai	uge		DAILY CONSTRUC	tion R	EPOR	т
46 Day s Used Of	470 AND REMAINING	424	REPO	ORT #:	2025	0220	CONTRACT #	1383 WB	S No. N-T	17000-01	021-3
Thursday, Fel	oruary 20, 2025	TYPE O	F WORK:				SITE LOCATION:	DETENTIO	ON BASI	N	
PROJECT NAME:	BRIAR	BRANCH	(W140-01-	00) STOR	M WATER	DETENTIO	N BASIN EXP	ANSION AND STORM SEWER IM	PROVEME	INTS	
CONTRACTOR:	Conditions	Temps			Reyter Point	Construe Humi	tion Resourc				
	udy	74M	28	7AM	21	74M	74%	N/C=Not Com N/A=No Activ			
Site Conditions	Muddy	7PM	39	7PM	21	7PM	49%	P/0=Part of Iten			
	,		ORK PRO	GRESS /	DESCRIP	TION OF A	CTIVITIES / CO	MMENTS			
B.STA.	E.STA.	SHEET	ITEM #				ESCRIPTION C			UNIT	QTI
11+00	12+10	112	99			Subsur	lace Barrier Wal	I (Furnish and Install)		Sq Ft	7173
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											-
	1		-	1				11		<u> </u>	<del> </del>
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			1		-	-	-		-		
-					_	_	-				
than t	he line shown on the d	irawings c	or as othe	nrise dire	cted by th	e Engineer	shall not be m	of the slarry wall excavated to essented for payment. Additionator ex culvert is incidental to this pr	I thicknes	ater s of	
Geotest Eng	ineering, Inc.	A. Time		D. Time							
14000	FORCE/SUBCONTRAC	TODE	LA	BOR FOR	CE AND E HRS	EQUIPMEN	ON PROJECT	UIPMENT	QTY	USE	STDE
LABOR	FORCE/SUBCONTRAC Superintendent	IUNS		QTY 1	HRS 2			QUIPMENT	QTY 1	10 USE	SIDE
	Pipe Foreman			1	2			Il Excavator	1	10	-
	Utility Labor			1	10			de \ Dozer	1	10	-
	Operators			1	10		Pic	kup Trucks	1	10	-
				-			W	ater Pump	1		10
	Superintendent			1	10			wer Broom	1	10	<u> </u>
	Pipe Foreman			1	10	Subs	urface Barrier	Wall Instaling Equipment			
	Utility Labor			3	10						L
	Operators			2	10						-
											-
	C. Chapa		Acknowle		r			Acknowledged	(د	a	
Roberto	c. Chapa		REVIEWE	neroject a	sanager (	sign näme;	print below.)	Contractor (sign name; p	nnt below.		_

				- /	(					
TRZ V REDUKTIONNEM				Gái	uge		DAILY CONSTR	JCTION R	EPOR	т
48 Day s Used Of 470 AND REMAINING	3 422	REPO	DRT#:	2025	0222	CONTRACT	≢ 1383	WBS No. N-1	17000-0	021-3
Saturday, February 22, 2025	TYPE OF	WORK:				SITE	DETER	ITION BASI	N	
PROJECT NAME: BRIAR	BRANCH	W140-01-	00) STOR	M WATER	DETENT	ON BASIN EX	PANSION AND STORM SEWE	R IMPROVEME	NTS	
CONTRACTOR:				Reyter	Constru	ction Resou	rces, Inc.			
Weather Conditions Cloudy	Temper 7AM	ature 37	Dew 7AM	Point 28	Hun 74M	idity 70%		Complete Activities		
Site Conditions Muddy	7PM	41	7PM	41	7PM	93%		f Item Above		
			GRESS /	DESCRIP		CTIVITIES / C				
B.STA. E.STA.	SHEET	ITEM#					I OF ACTIVITIES All (Furnish and Install)		UNIT	QTY 16485
1+70 3+75	113	33	OX X		XX			(XXX	Sq Ft	14480
			XX	××	γ.Υ.		Price	SHEET PILE		
			1				NCRETE	ROTORTIONS		
			5		-7		242-142-240-0			
				100	1000	******	고등학생과목감독감독감독감독	and the second second		
							EXIST CONCRETE			
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			$\langle \rangle$	· /.•	1.945	4.14.1	والمرار مرار مرار م	A		
			L						L	
surveys and soundings tak than the line shown on the	trench from on at the situ drawings on	the top e as dire r as othe	of work pl cted and a rwise dire	atform to approved cted by th	the botto by the Engine	n of the excar lineer. Portion r shall not be	d slumy wall measured in a ve vated trench. Measurements to of the slumy wall excavate measured for payment. Addi box culvert is incidental to th	shall be based to depths gre tional thicknes	on ater	
Geotest Engineering, Inc.	A. Time		D. Time							
Georesi engineering, Inc.	A. Time	14		CE AND S	CUIPMEN	T ON PROJE	CT			
LABOR FORCE/SUBCONTRA	CTORS	0	QTY	HRS			EQUIPMENT	QTY	USE	STDBY
Superintendent			1	2	1		Loader	1	10	
Pipe Foreman			1	10			nall Excavator	1	10	
Utility Labor		_	1	10			lade \ Dozer	1	10	
Operators			1	10		P	ickup Trucks	1	10	
Superintendent			1	10			Nater Pump ower Broom	1	10	10
Pipe Foreman			1	10	Sub		er Wall Instaling Equipment			1
Utility Labor			3	10						
Operators			2	10	I				I	1
				I				-	I	
Reberte C. Chapa		Acknowle			ı		Acknowledged H Crt	<i>م (د</i>	a	I
Inspector (Sign name; print below.)		Reviewe	riProject M	lanager (	Sign name	print below.)	Contractor (Sign nar	ne; print below.		
Roberto C. Chapa										



TR2 U HOCKLOWEN					Gai	uge	9	D.	AILY COM	ISTRUCT	ION R	EPOR	т
49 Day s Used Of	470 AND REMAINING	6 421	REPO	RT#:	2025	0223	CONTRA	ICT#:	1383	WBS	No. N+T	17000-00	21-3
Sunday, Feb	ruary 23, 2025	TYPE OF 1	WORK:				SITI			DETENTION	I BASI	N	
PROJECT NAME:	BRIAR	BRANCH (W	/140-01-	00) STORI						M SEWER IMPI	ROVEME	NTS	
CONTRACTOR:	Conditions	Tempera		Daw	Reyted		uction Rem midity	sources, li					
	oudy	7AM	45	74M	45	7AM	100%			N/C=Not Compl N/A=No Activiti	65		
Site Conditions		7PM	52	7PM	48	7PM	88% ACTIVITIES			0=Part of Item /	lbove		
B.STA	E.STA.		ITEM #	GRESST	DESCRIP	TION OF		ION OF AC			-	UNIT	QTY
3+75	4+87	113	99			Subs			nish and Install	)		Sq Ft	7914
								NULL			AL		
				-	11	~	- COLL	NOTE	27	PROP 15	- AL		
					4	75	6 F	57	-37	· · · · ·	ii.		
					-4+0	0		244		- A \ A :	5.9±6		
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					-/-						11-		
		+ +		_/_				LX15T	24" RC	,r —	1		-
	1	1											
		+											
the c surve than t	surement for the slurry centerline of the slurry ys and soundings take the line shown on the o slurry wall for excavat	trench from on at the site drawings or	the top as direct as other	of work pl ted and a wise dire	atform to pproved I sted by th	the botts by the Er e Engine	om of the e igineer. Po er shall no	rcavated tr rtions of th t be measu	ench. Measun e slurry wall e red for payme	ements shall be acavated to de nt. Additional t	e based o pths grea hickness	an ater	
	gineering, Inc.	A. Time	LA	D. Time BOR FOR QTY	CE AND E	QUIPME	NT ON PRO	DJECT	ur ur		QTY	USE	STDBY
LABUK	Superintendent			QTY 1	HRS 2	-		EQUIPI			QTY 1	10 10	arusY
	Pipe Foreman		_	1	10			Small Exc	cavator		1	10	
	Utility Labor			1	10			Blade \ I			1	10	
	Operators			1	10			Pickup 1	Trucks		1	10	10
	Superintendent			1	10			Power B	Broom		1	10	10
	Pipe Foreman			1	10	Sul	bsurface B		I Instaling Equ	uipment			
	Utility Labor Operators			3	10								—
	Operators			2	10								
Submitted: Referte	C. Chapa		icknowle			200.000	x; print belo	*1	Ackgowledg	(xat	ر ب ا	a	
		H	~ meniči	roject h	magel (3	-yr naffi	, yrn, oeio	m.j	Jonuacior	(orgen manua; pro	n Jeruni.)		_
RODERTO	C. Chapa												



REDEVELOPMENT					Gai	ıge	1	DAILY CONSTRUC	CTION R	EPOR	т
52 Day s Used Of	470 AND REMAINING	i 418	REPO	IRT#:	2025	0226	CONTRACT #:	1383 W	BS No. N-T	17000-0	021-3
Wednesday, Fe	bruary 26, 2025	TYPE OF	F WORK:				SITE LOCATION:	DETENT	ION BASI	N	
PROJECT NAME:	BRIAR	BRANCH (	W140-01-	10) STOR	M WATER	DETENTIO	N BASIN EXPA	ISION AND STORM SEWER I	MPROVEME	NTS	
CONTRACTOR: Weather C				0	Reyteo Point	Construc Humi	tion Resource				
Partly :	Sunny	Tempe 74M	rature 52	74M	52	7AM	100%	N/C=Not Co N/A=No Ac	implete tivities		
Site Conditions	Muddy	7PM	70	7PM	61	7PM	73%	P/0=Part of Ite	am Above		
				GRESS /	DESCRIP		CTIVITIES / COM ESCRIPTION OF				OT
B.STA. 6+45	E.STA. 9+14	SHEET 113	ITEM # 99					Furnish and Install)		UNIT Sq Ft	QT 190
0.45	2114	112					AN	Ama		oqri	1.001
							- Internet				
							No.				
		-									
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		+									-
		-									
		-									
4. Measu	rement for the slurry	wall shall I	be based	on the are	a in squa	re feet of th	e completed sli	arry wall measured in a vertic	al plane thr	ough	
the ce survey than th	interline of the slurry t s and soundings take the line shown on the d	trench from on at the sit drawings o	n the top ( te as direc as other	of work pl ted and a wise dire	atform to opproved I cted by th	the bottom by the Engl e Engineer	of the excavate neer. Portions of shall not be me	uny wall measured in a verti d french. Measurements sha d the slurry wall excavated to assured for payment. Addition convert is incidental to this p	I be based ( depths gre hal thickness	on ater	
the co survey than th s	ntarline of the slurry to and soundings takes to line shown on the d furry wall for excavation	trench from an at the sit drawings o ion and pla	n the top ( te as direc as other	of work pi ted and a wise dire f soil-ben	atform to opproved I cted by th	the bottom by the Engl e Engineer	of the excavate neer. Portions of shall not be me	d trench. Measurements sha if the slurry wall excavated to asured for payment. Addition	I be based ( depths gre hal thickness	on ater	
the ce survey than th	ntarline of the slurry to and soundings takes to line shown on the d urry wall for excavati	trench from on at the sit drawings o	n the top te as direc r as other comment o	of work pi ted and a wise dire f soil-ben	atform to pproved I ted by th tonite slu	the bottom ay the Englineer my around	of the excavate neer. Portions c shall not be the existing box	d trench. Measurements sha if the slurry wall excavated to asured for payment. Addition	I be based ( depths gre hal thickness	on ater	
the co survey than th s Geotest Engl	ntarline of the slurry to and soundings takes to line shown on the d urry wall for excavati	trench from an at the silt drawings o ion and pla A. Time	n the top te as direc r as other comment o	of work pi ted and a wise dire f soil-ben	atform to pproved I ted by th tonite slu	the bottom ay the Engli e Englineer my around	of the excevate neer. Portions of shall not be me the existing boo	d trench. Measurements sha if the slurry wall excavated to asured for payment. Addition	II be based i depths gre- nal thickness arovision.	on ater	STDI
the co survey than th s Geotest Engl	enterline of the slurry ty s and soundings. In such on the d aurry wall for excavable and the such of the such of the inserting. Inc.	trench from an at the silt drawings o ion and pla A. Time	n the top te as direc r as other comment o	D. Time BOR FOR QTY	atform to approved it tend by the tonite slu	the bottom ay the Engli e Englineer my around	of the executed near. Portions of Near Portions of Near Portions of the existing box ON PROJECT ON PROJECT EQI L	of tench. Networknets by the source sets by assered for payment. Addition coulered is incidental to this pr payment. payment payment ooder	I be based i depths green anovision.	use USE	STDD
the co survey than th s Geotest Engl	enterling of the slavny ty s and soundings to and soundings insering. Inc. ORCESUBCONTRAC Superintendent Pipe Foreman	trench from an at the silt drawings o ion and pla A. Time	n the top te as direc r as other comment o	D. Time BOR FOR QTY 1	CE AND E HRS 10 10	the bottom ay the Engli e Englineer my around	of the execute energy Periodic Shall not be me shall not be me the existing box of ON PROJECT EQI EQI Somall	of beach. Networknets by the descrete the set of the bury will executed to be assert for payment. Addition to be provided to the provide the incidental to the provide the incidental to the provide the set of t	II be based i o depths gree arovision.	USE 10	STDI
the co survey than th s Geotest Engl	interling of the slury is and soundings take to a low on the d durry wall for excavabi- interling, Inc. CRCE/SUBCONTRAC Superintendent Pipe Foreman Utility Labor	trench from an at the silt drawings o ion and pla A. Time	n the top te as direc r as other comment o	D. Time BOR FOR QTY 1	CE AND E HRS 10 10	the bottom ay the Engli e Englineer my around	of the executed ener. Periodica is shall not be me the existing box on PROJECT EQU EQU Small Blad	of teach. Networkers to a first several to be a same for payment. Addition assued for payment. Addition cover it in addentation to be pre- apprentiments of the payment o	II be based of depths greater of depths greater of the knews arowision.	use 10 10	STDI
the co survey than th s Geotest Engl	enterling of the slavny ty s and soundings to and soundings insering. Inc. ORCESUBCONTRAC Superintendent Pipe Foreman	trench from an at the silt drawings o ion and pla A. Time	n the top te as direc r as other comment o	D. Time BOR FOR QTY 1	CE AND E HRS 10 10	the bottom ay the Engli e Englineer my around	of the execute energy Persons of shall not be me the existing box on PROJECT EQ EQ EQ E Set Set Set Picko	of teach. Networkers is a different of the second to the parameter Addition to the parameter Addition of the second to the parameter of the second to the parameter of the second to the parameter of the second teacher of teacher of	II be based of depths greatero	USE 10	
the co survey than th s Geotest Engl	interling of the slury is and soundings take to a low on the d durry wall for excavabi- interling, Inc. CRCE/SUBCONTRAC Superintendent Pipe Foreman Utility Labor	trench from an at the silt drawings o ion and pla A. Time	n the top te as direc r as other comment o	D. Time BOR FOR QTY 1	CE AND E HRS 10 10 10	QUIPMENT	r ON PROJECT shall not be me the existing box of ON PROJECT EQI L Small Blada Picko Wat Pow	of basch. Beaurements has the Beaurements has been as a second of the samed for payment. Addition and the same as a second of the payment apprentiment of the same as a second payment of the same as a second of the payment of the same as a second of the same as a second of the same as a second of the same as a second of the same as a second of the same as a second of the same as a second of the same as a second of the same as a second of the same as a second of the same as a second of the same as a second of the same as a same as a second of the same as a second of	II be based of depths greater of depths greater of the knews arowision.	USE 10 10 10	STDI
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Phone 832-661-0016						
BILL TO		INVOICE #	DATE			
Reytec Construction Resources, Inc.		250417	2/10/2	2025		
1901 Hollister St						
Houston, TX 77080 Phone: (713) 957-4003		CUSTOMER ID Reytec				
Finite: (713) 557-4003 Fax: (713) 681-0077		Reytec				
DESCRIPTION	QTY	UNIT PRICE		AMOUNT		
Police officer City of Houston Westview Dr.				-		
Project 2289 contact A. Garcia				-		
William McElyea 02/03/2025 8:00 am - 5:00 pm	9.5	50.00		475.00		
Allan Montoya 02/04/2025 8:00 am - 5:00 pm	9.5	50.00		475.00		
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1. Total payment due in 10 days

2. Please include the invoice number on your check



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

# Memorial City Redevelopment Authority Status Update

As of March 18, 2025

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

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

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

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

# Memorial Drive Phase II (FY25 Earmark Submission)

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

# Memorial Drive Phase II (FY26 Earmark Submission)

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

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

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

## Agenda Memorandum

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

FROM: Executive Director

SUBJECT: Agenda Item Materials

- Convene in Executive Session pursuant to Section 551.072, Texas Government Code, to deliberate the purchase, exchange, lease or value of real property; pursuant to Section 551.087, Texas Government Code, to discuss deliberate regarding economic development negotiations; and pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with attorney.
- 10. Reconvene in Open Session and authorize appropriate actions regarding purchase, exchange, lease or value of real property; economic development negotiations; and consultation with attorney.
  - a. Approve engagement for ESA Phase 1 services.

# Agenda Memorandum

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

FROM: Executive Director

SUBJECT: Agenda Item Materials

# 11. Series 2025 Contract Tax Revenue Bonds:

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

# RESOLUTION REGARDING APPROVAL OF LEGAL SERVICES CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>Section 5</u>. The Board hereby approves the engagement of NRF.

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

PASSED AND APPROVED on March 25, 2025.

Chair, Board of Directors

ATTEST:

Secretary, Board of Directors

#### MEMORIAL CITY REDEVELOPMENT AUTHORITY PUBLIC NOTICE

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

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

1. The reason for pursuing issuance of bonds (the matter that is the subject of the legal services for which the attorney or law firm would be retained) is to implement the Authority's project plan which is designed to facilitate development by real estate acquisitions and construction of infrastructure within the boundaries City of Houston, Texas Tax Reinvestment Zone No. Seventeen. The desired outcome of the matter is to issue bonds in accordance with federal securities law.

2. Norton Rose Fulbright is nationally recognized in the field of municipal law and among the largest municipal law firms in the nation. They have advised thousands of clients on federal securities matters. Norton Rose Fulbright has experience as disclosure counsel for numerous other local development authorities.

3. Norton Rose Fulbright has previously served as disclosure counsel to the Authority in connection with the Series 2019 bonds.

4. The Authority does not have attorneys and/or supporting personnel who can perform this legal work.

5. The Authority cannot reasonably engage attorneys for these services under an hourly fee contract without contingency because then the Authority would have to pay such attorneys their fee from its unrestricted general funds, and such amounts are needed for other uses.

6. A contingent fee contract for these legal services is in the best interest of the residents of the Authority because it is a fixed fee and only due when bonds are issued.

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

Sinda Clarton

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6. A contingent fee contract for these legal services is in the best interest of the residents of the Authority because it is a fixed fee and only due when bonds are issued.

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

Brandon Walwyn

March 25, 2025

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

# NORTON ROSE FULBRIGHT

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

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

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

#### Re: Engagement as Disclosure Counsel

Dear Directors:

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

## Terms of Engagement

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

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

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

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

Board of Directors Memorial City Redevelopment Authority March 25, 2025 Page 2

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

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

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

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

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

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

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

#### **Conflicts of Interest**

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

#### Conclusion

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

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

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

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

Very truly yours,

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Kathleen Ellison

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

By:	
Title:	
Date:	

# NORTON ROSE FULBRIGHT US LLP

#### Additional Terms of Engagement

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

## The Scope of the Representation

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

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

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

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

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

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

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

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

## Who Will Provide the Legal Services

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

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

## Our Relationships With Others

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

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

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

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

## Communications and Confidentiality

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

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

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

#### Disclaimer

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

#### Termination

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

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

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

# Billing Arrangements and Terms of Payment

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

## **Document Retention**

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

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

# Charges for Other Expenses and Services

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

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

# Standards of Professionalism and Attorney Complaint Information

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

## Verifications

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### WITNESSETH:

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

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

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

I. Services

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

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

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

II.

#### Performance of Services

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

#### III. Compensation and Reimbursement to Consultant

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

#### IV.

#### Right of Ownership

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

#### V. Laws to be Observed

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

VI.

#### Successors and Assigns

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

VII.

#### Independent Contractors

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

#### VIII.

#### Conflict of Interest

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

#### IX. Term and Termination

This Agreement shall become effective as of the date executed by the Client and the Consultant as set forth on the signature page hereof. Either party may terminate this Agreement at any time by giving the other party at least thirty (30) days' prior written notice thereof, specifying in such notice the effective date of such termination. In the event of termination, it is understood and agreed that only the amounts due the Consultant for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

#### X. <u>Amendment or Modification</u>

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

## XI.

## **Miscellaneous**

1. <u>Choice of Law</u>. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas, including all matters of construction, validity, performance and enforcement.

2. <u>Binding Effect; Assignment</u>. This Agreement shall be binding upon and inure to the benefit of the Client and the Consultant, their respective successors and assigns; provided however, that neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

3. <u>Entire Agreement</u>. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties thereto.

4. <u>Waiver.</u> A waiver by either party of a breach of any of the terms or provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

# XII.

#### **Counterparts**

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

# [Execution Page Follows]

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

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

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

ON BEHALF OF HAWES HILL & ASSOCIATES LLP ON BEHALF OF MEMORIAL CITY REDEVELOPMENT AUTHORITY

David W. Hawes Hawes Hill & Associates LLP PO Box 22167 Houston, TX 77227-2167 <u>dhawes@haweshill.com</u> 713-595-1200 BY:

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

And on Behalf of the City of Houston:

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

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