

## **HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 569**

### **Minutes of the Meeting of Board of Directors August 12, 2024**

The Board of Directors (the "Board") of Harris County Municipal Utility District No. 569 (the "District") met in regular session, open to the public, on August 12, 2024, in accordance with the duly posted Notice of Public Meeting, and the roll was called of the duly constituted members of the Board, as follows:

Jason Schultz, President  
Nicholas Luton, Vice President  
Blakely Norris, Secretary  
David Jezierski, Assistant Secretary  
Julia Pecina, Assistant Secretary

all of whom were present with the exception of Directors Luton and Jezierski, thus constituting a quorum.

Also present were: Blair Bozoarth of Quiddity Engineering, LLC ("Quiddity"); Jennifer Abad of Municipal Accounts & Consulting, L.P. ("MA&C"); Dana Hollingsworth of Municipal District Services, LLC ("MDS"); Kristen Scott of BLICO, Inc., dba Bob Leared Interests ("BLICO"); Stephen Eustis of Robert W. Baird & Co., Inc. ("Baird"); Damon Vela of Kudela & Weinheimer ("K&W"); Brian Krueger of Forvis Mazars, LLP ("Forvis"); Shamar O'Bryant on behalf of Astro Sunterra, L.P. ("Astro Sunterra"); and Christina Cole and Kris Eddlemon of Schwartz, Page & Harding, L.L.P. ("SPH").

The President called the meeting to order and declared it open for such business as might regularly come before the Board.

### **PUBLIC COMMENTS**

There were no comments from members of the public.

### **MINUTES**

The Board considered the minutes of its meeting held on July 22, 2024. After discussion regarding the minutes previously forwarded for review, it was moved by Director Norris, seconded by Director Pecina and unanimously carried, that said minutes be approved, as written.

### **REVIEW AND ACT UPON BIDS FOR THE PURCHASE OF THE DISTRICT'S \$3,375,000 UNLIMITED TAX BONDS, SERIES 2024 (THE "SERIES 2024 BONDS")**

As the next order of business, it was announced that, pursuant to notice published as required by law (the "Notice"), public bids for the sale of the Series 2024 Bonds were to be received at the time, place and manner required by the Notice. Mr. Eustis announced that three (3) bids had

been received and presented same to the Board. He also presented a bid recommendation and Bid Confirmation summary prepared by Baird. Copies of such documents are attached hereto as **Exhibit A**. He then advised that he had confirmed the accuracy of all bids and that the low bid was submitted by SAMCO Capital Markets, Inc. ("SAMCO") at a net effective interest rate of 4.470576%. Mr. Eustis further noted that the Series 2024 Bonds will be insured by Build America Mutual Assurance Company and that the underwriter of the Series 2024 Bonds will pay the premium for such insurance. After a discussion of the bids received, Director Norris moved that the Board accept the low bid of SAMCO for the purchase of the Series 2024 Bonds at a net effective interest rate of 4.470576%. Director Pecina seconded said motion, which unanimously carried.

#### **ORDER AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF THE SERIES 2024 BONDS**

The Board considered adoption of an Order Authorizing Issuance of the Series 2024 Bonds (the "Bond Order"); a copy of the Bond Order is attached hereto as **Exhibit B**. In connection therewith, Ms. Cole presented a copy of the Bond Order and reviewed various provisions of same with the Board. After discussion, it was duly moved by Director Norris, seconded by Director Pecina and unanimously carried, that the Bond Order be passed and adopted, subject to final completion of same, that the President or Vice President be authorized to execute the Bond Order, and that the Secretary or Assistant Secretary attest such execution on behalf of the Board and the District.

#### **FINAL OFFICIAL STATEMENT**

The Board considered approval and distribution of the Final Official Statement, relative to the Series 2024 Bonds, to be completed by the District's Financial Advisor. After discussion on the matter, Director Norris moved that Baird be authorized to complete the Final Official Statement and that the same be adopted as final by the Board and the District, subject to the final review and approval of the District's consultants, and that distribution of same by Baird be authorized. Director Pecina seconded said motion, which unanimously carried.

#### **PAYING AGENT/REGISTRAR AGREEMENT**

The Board considered and reviewed the proposed Paying Agent/Registrar Agreement by and between the District and The Bank of New York Mellon Trust Company, N.A. ("BONY") relative to the Series 2024 Bonds, a copy of which is attached as **Exhibit C**. Ms. Cole reviewed various provisions of said Agreement with the Board. After discussion, Director Norris moved that (i) the Agreement with BONY be approved by the Board and the District, and (ii) the President or Vice President be authorized to execute the Agreement on behalf of the Board and the District. Director Pecina seconded said motion, which unanimously carried.

#### **RESOLUTION AUTHORIZING ISSUANCE OF NOTICE OF REDEMPTION OF THE DISTRICT'S \$1,565,000 BOND ANTICIPATION NOTE, SERIES 2023**

The Board next considered providing notice to Third Coast Bank (formerly known as Third Coast Bank SSB) ("Third Coast"), as the owner and holder of the District's \$1,565,000 Bond Anticipation Note, Series 2023 (the "Note"), that the District will exercise its option to redeem said Note on September 11, 2024, following closing on the Bonds. After discussion on the matter,

it was moved by Director Norris that Third Coast be provided with such notice of redemption and that the Resolution Authorizing Issuance of Notice of Redemption of Bond Anticipation Note (the "Resolution") be adopted by the Board. Director Pecina seconded said motion, which unanimously carried. A copy of the Resolution is attached hereto as **Exhibit D**.

#### **OTHER MATTERS CONCERNING THE SERIES 2024 BONDS**

As the next order of business, the Board considered acting upon any other matters relative to the sale of the Series 2024 Bonds, including authorizing the execution of various documents by the President or Vice President and Secretary or Assistant Secretary in connection therewith. Ms. Cole presented to and reviewed with the Board the General Certificate, Signature and No-Litigation Certificate, the letter of instruction to the Attorney General, the Initial Bonds, and other documents relating to the sale of and closing on the Series 2024 Bonds. After further discussion of the matter, Director Norris moved that the President or Vice President and Secretary or Assistant Secretary be authorized to execute said documents and that SPH be authorized to handle all matters in connection with the sale of the Series 2024 Bonds and filing of a transcript with the Attorney General of the State of Texas. Director Pecina seconded said motion, which unanimously carried.

#### **ENGAGEMENT OF AUDITOR FOR PREPARATION OF AUDIT OF PAYMENTS FROM BOND PROCEEDS**

As the next order of business, the Board considered the engagement of an auditor for preparation of audit of payments to the developer and other parties out of the proceeds of the Series 2024 Bonds. In connection therewith, Mr. Krueger presented and reviewed with the Board an engagement letter for said reimbursement audit. After discussion, Director Norris moved that (i) Forvis be engaged to prepare an audit of the payments proposed to be made out of the proceeds of the Series 2024 Bonds, in accordance with the terms outlined in Forvis' engagement letter, a copy of which is attached hereto as **Exhibit E**, (ii) the President be authorized to execute such engagement letter on behalf of the Board and the District, and (iii) Texas Ethics Commission ("TEC") Form 1295 provided by Forvis be approved and SPH be authorized to acknowledge receipt of same with the TEC. Director Pecina seconded said motion, which unanimously carried.

#### **UNLIMITED TAX ROAD BONDS, SERIES 2024 (THE "ROAD BONDS"); SUMMARY OF COSTS; PRE-AUDIT REPORT**

The Board considered the proposed issuance of the District's Road Bonds. In connection therewith, Mr. Bozoarth presented to and reviewed with the Board an updated Summary of Costs, a copy of which is included in the Engineer's Report. The Board then considered the pre-audit for the Road Bonds issuance. Mr. Krueger presented a draft pre-audit report, a copy of which is attached hereto as **Exhibit F**. After discussion, Director Norris moved that the Board approve Summary of Costs and the pre-audit report for the Road Bonds, as presented. Director Pecina seconded said motion, which unanimously carried.

## **PRELIMINARY OFFICIAL STATEMENT; NOTICE OF SALE – ROAD BONDS**

Mr. Eustis next presented to and reviewed with the Board the draft POS and Official Notice of Sale in connection with the proposed sale of the Road Bonds. He recommended that the sale of the Road Bonds be scheduled for September 2024, and that the Board approve the POS and authorize publication of the Official Notice of Sale in accordance with applicable legal requirements. After discussion, Director Norris moved that, subject to final review and approval by the Board and the District's consultants, the POS be deemed to be final for all purposes, with the exception of any additional materials or information relating to subsequent material events, offering prices, interest rates, selling compensation, identity of the underwriters, aggregate principal amounts and other similar information, terms and provisions to be specified in the competitive bidding process. Director Pecina seconded the motion, which unanimously carried.

## **AUTHORIZE FINANCIAL ADVISOR TO ADVERTISE FOR SALE OF THE ROAD BONDS**

The next item considered by the Board was authorizing the District's financial advisor to advertise for the sale of the Road Bonds. After discussion on the matter, Director Norris moved that Baird be authorized to advertise for the sale of the Road Bonds in accordance with applicable legal requirements. Director Pecina seconded said motion, which unanimously carried.

## **DESIGNATION OF PAYING AGENT/REGISTRAR FOR THE ROAD BONDS**

The Board next considered the designation of a Paying Agent/Registrar in connection with the Road Bonds. Mr. Eustis recommended designating BONY as the Paying Agent/Registrar for the District's proposed Road Bonds. After discussion, Director Norris moved that BONY be designated as the Paying Agent/Registrar for the Road Bonds. Director Pecina seconded the motion, which unanimously carried.

## **ATTORNEY GENERAL'S FEES FOR THE ROAD BONDS**

The Board next considered authorizing the District's bookkeeper to prepare a wire transfer authorization for payment of the Attorney General's fees in connection with the review of the transcript of proceedings relative to the proposed Road Bonds. After discussion on the matter, Director Norris moved that the District's bookkeeper be authorized to prepare a wire transfer authorization payable to the Attorney General, as discussed. Director Pecina seconded said motion, which unanimously carried.

## **APPROVAL OF DOCUMENTS IN CONNECTION WITH ISSUANCE OF BONDS**

The Board next considered approval of (i) Resolutions to Comply with the Securities and Exchange Commission Rule 15c2-12, and (ii) General Certificates in connection with Harris-Waller Counties Municipal Utility District No. 4 (i) \$15,770,000 Contract Revenue Bonds, Series 2024 and, (ii) \$16,395,000 Contract Revenue Road Bonds, Series 2024. Following discussion, it was moved by Director Norris, seconded by Director Pecina, and unanimously carried that the Board approve the (i) Resolutions to Comply with the Securities and Exchange Commission Rule



15c2-12, and (ii) General Certificates, copies of which are attached hereto as **Exhibit G** and **Exhibit H**, respectively.

### **TAX ASSESSOR-COLLECTOR'S REPORT**

Ms. Scott presented to and reviewed with the Board a written Tax Assessor-Collector Report ("TAC Report") for the period ended July 31, 2024, including the disbursements presented therein for payment from the District's tax account, a copy of which TAC Report is attached hereto as **Exhibit I**. After discussion, on motion made by Director Norris, seconded by Director Pecina and unanimously carried, the Board approved the TAC Report and authorized the payments listed therein.

### **FINANCIAL ADVISOR'S RECOMMENDATION CONCERNING THE DISTRICT'S PROPOSED 2024 TAX RATE**

The Board deferred consideration of the financial advisor's recommendation concerning the District's 2024 tax rate until the next meeting.

### **OPERATOR'S REPORT**

Ms. Hollingsworth presented to and reviewed with the Board the Operations Report dated August 12, 2024, a copy of which is attached hereto as **Exhibit J**. She advised the Board that there are two (2) delinquent accounts totaling \$651.38, which MDS has been unable to collect. She advised that MDS recommends these accounts be turned over to collections for further collection efforts. Following discussion, Director Norris moved that MDS be authorized to turn over the subject accounts to collections for further collection efforts, as discussed and as reflected in the Operations Report. Director Pecina seconded said motion, which unanimously carried.

### **ENGINEERING REPORT**

Mr. Bozoarth presented to and reviewed with the Board an Engineering Report dated August 12, 2024, a copy of which is attached hereto as **Exhibit K**, relative to the status of various engineering and construction projects within the District. Upon review, Director Norris moved that the Engineering Report and all actions noted therein be approved as recommended by Quiddity, including acceptance by the District of a Special Warranty Deed (Recreational Sites – Sunterra Sections 57, 58, and 62), and Special Warranty Deed (Recreational Sites – Sections 59, 60, 61, and 63). Director Pecina seconded the motion, which unanimously carried.

### **REVISED EXHIBIT TO MAINTENANCE AGREEMENT RELATING TO RECREATIONAL FACILITIES**

The Board next considered approval of a revised exhibit to the Maintenance Agreement between the District and Sunterra Property Owners Association, Inc., a copy of which is attached hereto as **Exhibit L**. Following discussion, Director Norris moved that the Board approve the revised exhibit and authorize the President to execute same on behalf of the Board and the District. Director Pecina seconded the motion, which unanimously carried.

## **UTILITY DEVELOPMENT AGREEMENTS; ACKNOWLEDGMENTS OF ASSIGNMENT OF UTILITY DEVELOPMENT AGREEMENT PROCEEDS**

The Board next considered approval of Utility Development Agreements for road and recreational facilities between the District and (i) AG EHC II (LEN) Multi State 4, LLC ("AG"), and (ii) D.R. Horton – Texas, Ltd. ("D.R. Horton") (collectively, the "UDA's"); and approval of Acknowledgements of Assignment of Utility Development Agreement proceeds (collectively, the "Assignments"). Following discussion Director Norris moved that the Board (i) approve the UDA's and Assignments, (ii) authorize the President to execute same on behalf of the Board and the District, and (iii) authorize SPH to accept and acknowledge the associated TEC 1295 Forms provided by AG and D.R. Horton. Director Pecina seconded the motion, which unanimously carried.

### **SILT SOLUTIONS, INC.**

The Board next considered a report from Silt Solutions, Inc. ("SSI") in connection with storm water pollution and prevention services. Ms. Cole advised that SSI provided a report for the period July 15, 2024 – August 5, 2024, a copy of which is attached hereto as **Exhibit M**.

### **LANDSCAPE ARCHITECT REPORT(S)**

Mr. Vela presented to and reviewed with the Board a monthly report prepared by K&W regarding the status of various recreational projects, a copy of which report is attached hereto as **Exhibit N**. Following discussion, Director Norris moved that K&W's report and all actions noted therein be approved as recommended by K&W, including award of the construction contract to the lowest qualified bidder, subject to SPH's review of the payment and performance bonds and insurance certificates submitted in connection with the contracts to determine if the payment and performance bonds and insurance meet the requirements of the bid specifications, the Texas Insurance Code, the rules of the Texas Commission on Environmental Quality and the provisions of the Texas Water Code and Astro Sunterra's or Sunterra 6A-Katy, L.P., as applicable, execution of the special conditions of the contracts under which Astro Sunterra or Sunterra 6A-Katy, L.P., as applicable, guarantees payment of all sums due thereunder. Director Pecina seconded said motion, which unanimously carried.

Ms. Cole next presented to and reviewed with the Board a monthly report prepared and provided by KGA DeForest Design, LLC ("KGA") regarding the status of construction of the Sunterra Recreation Center Facility, a copy of which is attached hereto as **Exhibit O**. Following discussion, Director Norris moved that KGA's report and all actions noted therein be approved as recommended by KGA. Director Pecina seconded said motion, which unanimously carried.

### **BOOKKEEPER'S REPORT**

Ms. Abad presented to and reviewed with the Board the Bookkeeper's Report, dated August 12, 2024, attached hereto as **Exhibit P**, including the disbursements presented for payment, as prepared by MA&C. After discussion, it was moved by Director Norris that the Bookkeeper's Report be approved, and that the disbursements identified in the Bookkeeper's Report be

authorized for payment. Director Pecina seconded said motion, which unanimously carried.

### **DEVELOPER'S REPORT**

Mr. O'Bryant discussed the status of development within the District.

### **SECURITY PATROL REPORT**

Ms. Cole presented to and reviewed with the Board the Security Patrol Report prepared by On-Site Services, LLC for the month of July 2024, a copy of which is attached hereto as **Exhibit Q**.

### **ATTORNEY'S REPORT**

The Board next considered the attorney's report. In connection therewith, Ms. Cole reminded the Board that a representative of Best Trash, LLC ("Best Trash") attended the previous meeting and presented correspondence regarding its annual CPI rate adjustment to become effective in the August 2024 billing cycle, and indicated the rate would increase from \$23.80 to \$25.45. She noted that the incorrect rate was reported, and that the rate will increase to \$25.36. Following discussion, no action was taken by the Board at this time.

### **FUTURE AGENDA ITEMS**

The Board considered items for placement on future agendas. No items were requested to be added to future agendas other than those items discussed hereinabove.

### **ADJOURNMENT**

There being no further business to come before the Board, on motion made by Director Norris, seconded by Director Pecina, and unanimously carried, the meeting was adjourned.

(SEAL)

  
Secretary

## LIST OF ATTACHMENTS

- EXHIBIT A Bid Recommendation and Bid Confirmation Summary (Series 2024 Bonds)
- EXHIBIT B Order Authorizing Issuance of the Series 2024 Bonds
- EXHIBIT C Paying Agent/Registrar Agreement by and between the District and The Bank of New York Mellon Trust Company, N.A.
- EXHIBIT D Resolution Authorizing Issuance of Notice of Redemption of Bond Anticipation Note
- EXHIBIT E Engagement Letter – Forvis Mazars, LLP
- EXHIBIT F Pre-Audit Report
- EXHIBIT G Resolutions to Comply with the Securities and Exchange Commission Rule 15c2-12
- EXHIBIT H General Certificates
- EXHIBIT I Tax Assessor-Collector's Report
- EXHIBIT J Operations Report
- EXHIBIT K Engineering Report
- EXHIBIT L Revised Exhibit to the Maintenance Agreement between the District and Sunterra Property Owners Association, Inc.
- EXHIBIT M Report provided by Silt Solutions, Inc.
- EXHIBIT N Kudela & Weinheimer Report
- EXHIBIT O KGA Report
- EXHIBIT P Bookkeeper's Report
- EXHIBIT Q Security Patrol Report

# **Exhibit A**

# **Harris County Municipal Utility District No. 569**

## **Bid Results**

**\$3,375,000 Unlimited Tax Bonds, Series 2024  
“Non-Rated” (Underlying) / “AA” (BAM Insured)**

**August 12, 2024**

The logo for BAIRD, featuring the word "BAIRD" in white, uppercase, sans-serif font, set against a dark blue parallelogram background.

**BAIRD**

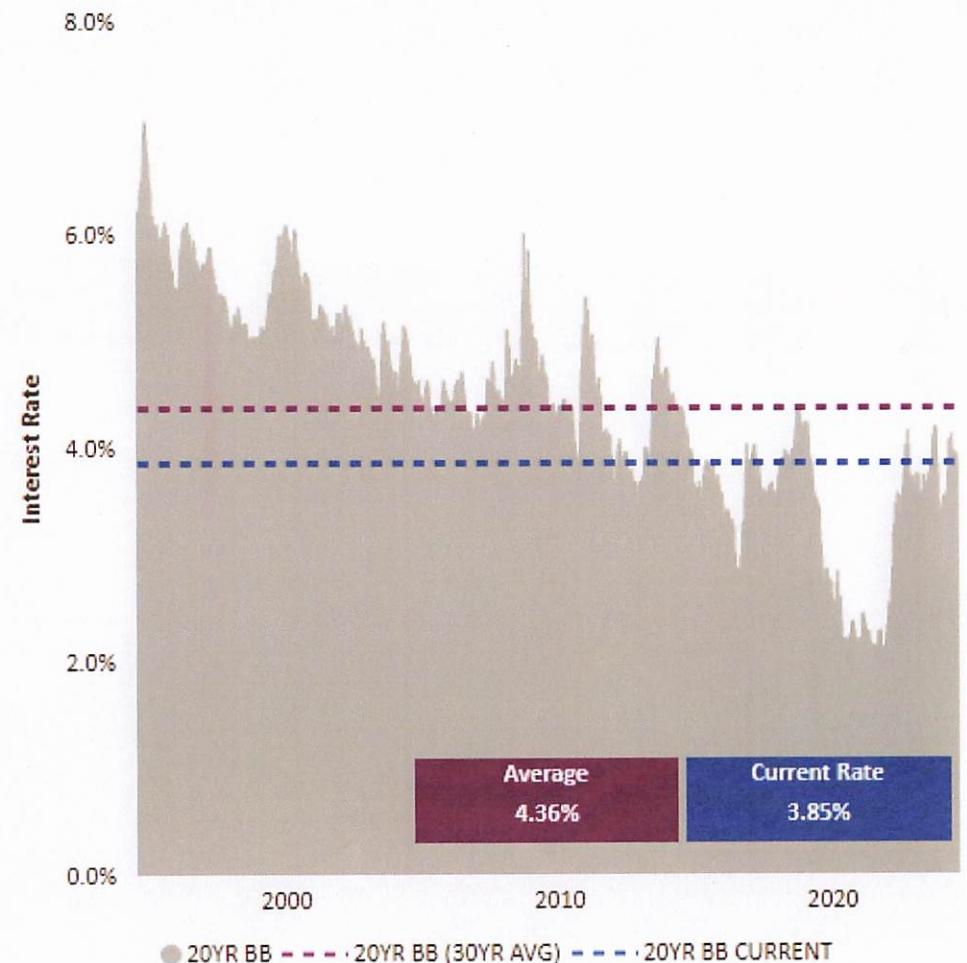
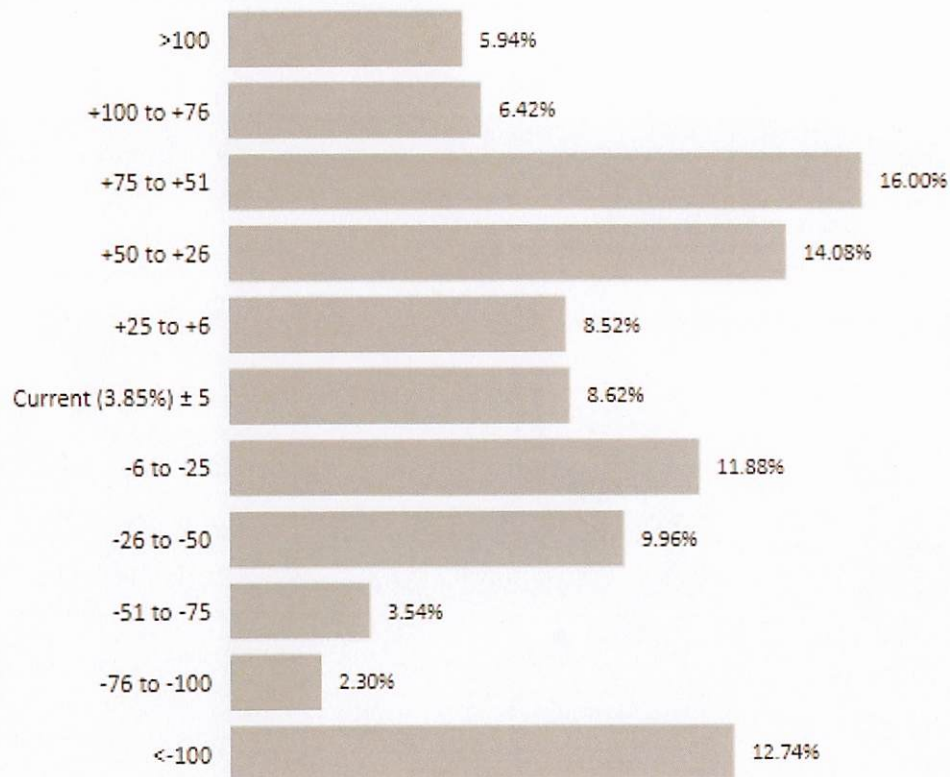


# Bond Buyer General Obligation Bond Index - 30 Years

## What is the Bond Buyer 20-Bond Index?

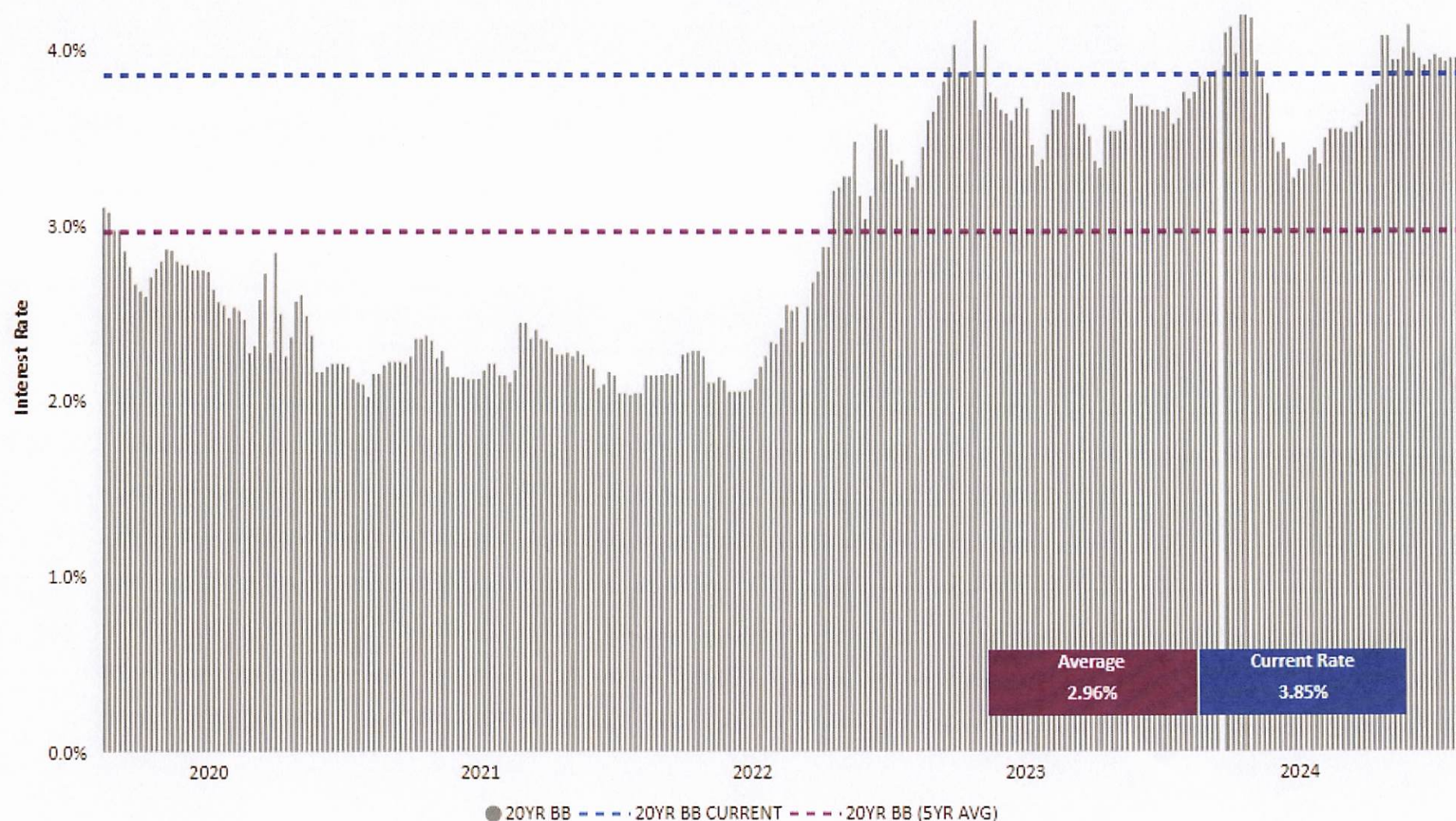
General Obligation Bonds maturing in 20 years are used in compiling these indexes. The 20-bond index has an average rating equivalent to Moody's Aa2 and S&P's AA.

## % OF TIME RATES HAVE BEEN ABOVE OR BELOW CURRENT LEVEL (IN BASIS POINTS)



# Bond Buyer General Obligation Bond Index - 5 Years

BAIRD





# Summary of Bid Results

## Harris County Municipal Utility District No. 569 \$3,375,000 Unlimited Tax Bonds, Series 2024

| SAMCO Capital Markets - Dallas, TX |           |        | Northland Securities, Inc. - Minneapolis, MN |           |        | HilltopSecurities - Dallas, TX |           |        |
|------------------------------------|-----------|--------|----------------------------------------------|-----------|--------|--------------------------------|-----------|--------|
| Maturity                           | Amount    | Coupon | Maturity                                     | Amount    | Coupon | Maturity                       | Amount    | Coupon |
| 9/1/2026                           | 55        | 6.500% | 9/1/2026                                     | 55        | 6.500% | 9/1/2026                       | 55        | 6.500% |
| 9/1/2027                           | 55        | 6.500% | 9/1/2027                                     | 55        | 6.500% | 9/1/2027                       | 55        | 6.500% |
| 9/1/2028                           | 60        | 6.500% | 9/1/2028                                     | 60        | 6.500% | 9/1/2028                       | 60        | 6.500% |
| 9/1/2029                           | 65        | 6.500% | 9/1/2029                                     | 65        | 6.500% | 9/1/2029                       | 65        | 6.500% |
| 9/1/2030                           |           |        | 9/1/2030                                     | 70        | 6.500% | 9/1/2030                       | 70        | 6.500% |
| 9/1/2031                           | 145       | 6.500% | 9/1/2031                                     | 75        | 6.500% | 9/1/2031                       |           |        |
| 9/1/2032                           |           |        | 9/1/2032                                     |           |        | 9/1/2032                       | 150       | 6.500% |
| 9/1/2033                           | 155       | 6.500% | 9/1/2033                                     | 155       | 6.500% | 9/1/2033                       |           |        |
| 9/1/2034                           |           |        | 9/1/2034                                     |           |        | 9/1/2034                       | 165       | 6.500% |
| 9/1/2035                           | 180       | 5.625% | 9/1/2035                                     | 180       | 5.000% | 9/1/2035                       |           |        |
| 9/1/2036                           | 100       | 4.000% | 9/1/2036                                     | 100       | 4.000% | 9/1/2036                       | 195       | 4.000% |
| 9/1/2037                           | 105       | 4.000% | 9/1/2037                                     | 105       | 4.000% | 9/1/2037                       |           |        |
| 9/1/2038                           |           |        | 9/1/2038                                     | 115       | 4.000% | 9/1/2038                       |           |        |
| 9/1/2039                           | 235       | 4.000% | 9/1/2039                                     | 120       | 4.000% | 9/1/2039                       | 340       | 4.000% |
| 9/1/2040                           | 130       | 4.000% | 9/1/2040                                     | 130       | 4.000% | 9/1/2040                       |           |        |
| 9/1/2041                           | 135       | 4.000% | 9/1/2041                                     | 135       | 4.125% | 9/1/2041                       |           |        |
| 9/1/2042                           | 145       | 4.000% | 9/1/2042                                     | 145       | 4.125% | 9/1/2042                       | 410       | 4.125% |
| 9/1/2043                           | 155       | 4.000% | 9/1/2043                                     | 155       | 4.125% | 9/1/2043                       |           |        |
| 9/1/2044                           | 165       | 4.000% | 9/1/2044                                     | 165       | 4.125% | 9/1/2044                       |           |        |
| 9/1/2045                           | 175       | 4.125% | 9/1/2045                                     | 175       | 4.250% | 9/1/2045                       | 495       | 4.250% |
| 9/1/2046                           | 185       | 4.125% | 9/1/2046                                     | 185       | 4.250% | 9/1/2046                       |           |        |
| 9/1/2047                           | 200       | 4.125% | 9/1/2047                                     | 200       | 4.250% | 9/1/2047                       |           |        |
| 9/1/2048                           |           |        | 9/1/2048                                     | 210       | 4.250% | 9/1/2048                       | 595       | 4.375% |
| 9/1/2049                           | 435       | 4.250% | 9/1/2049                                     | 225       | 4.250% | 9/1/2049                       |           |        |
| 9/1/2050                           |           |        | 9/1/2050                                     | 240       | 4.375% | 9/1/2050                       |           |        |
| 9/1/2051                           | 495       | 4.250% | 9/1/2051                                     | 255       | 4.375% | 9/1/2051                       | 720       | 4.375% |
| NIC:                               | 4.470576% |        | NIC:                                         | 4.527739% |        | NIC:                           | 4.588858% |        |



**Prior Competitively Bid Bond Sales for the District**

|                                   | <u>Initial Purchaser</u> | <u>Insurer</u> |
|-----------------------------------|--------------------------|----------------|
| Series 2023 (Road): 5.660992% NIC | The GMS Group            | N/A            |



## Bid Confirmation

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**Closing Date: September 11, 2024**

**Paying Agent: Bank of New York Mellon**

**Bond Discount Allowed: 3.00%**

**Call Date: September 1, 2030**

**Bank-Qualified: No**

### Winning Bidder

**Bond Discount Taken: 2.984185%**

**NIC: 4.470576%**

**Insurance: BAM; \$87,700.00**

**Good Faith: ✓**

**Standing Letter Requirement: ✓**

# **Exhibit B**

# **Exhibit C**



## PAYING AGENT/REGISTRAR AGREEMENT

THIS PAYING AGENT/REGISTRAR AGREEMENT (this "Agreement") is entered into as of August 12, 2024, by and between Harris County Municipal Utility District No. 569 (the "Issuer"), with its principal offices located in Harris County, Texas, and The Bank of New York Mellon Trust Company, N.A., a national banking association, duly organized and existing under the laws of the United States (the "Bank").

### RECITALS

Pursuant to an order adopted by the Board of Directors of the Issuer on August 12, 2024 (the "Order"), the Issuer has duly authorized and provided for the issuance of its bonds, entitled Harris County Municipal Utility District No. 569 Unlimited Tax Bonds, Series 2024 (the "Bonds"), in the aggregate principal amount of \$3,375,000, to be issued as fully registered bonds, without interest coupons.

The Issuer and the Bank wish to provide the terms under which the Bank will act as Paying Agent to pay the principal of, the redemption premium, if any, and interest on the Bonds, in accordance with the terms thereof, and under which the Bank will act as Registrar for the Bonds to assure the exclusion from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 149(a) of the Code.

The Issuer and the Bank have duly authorized the execution and delivery of this Agreement, and all things necessary to make this Agreement a valid agreement of the parties, in accordance with its terms, have been done.

### AGREEMENT

For and in consideration of the mutual agreements and undertakings herein and the payments to be made hereunder, the parties contract and agree as follows:

### ARTICLE ONE

#### APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

##### Section 1.01. Appointments.

The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Bonds, to receive the purchase price of the Bonds, from the underwriter of the Bonds and to transfer funds relating to the closing and initial delivery of the Bonds, and to pay to the Holders (as hereinafter defined), in accordance with the terms and provisions of this Agreement and the Order, the principal of and the redemption premium, if any, and interest on the Bonds.

The Issuer hereby appoints the Bank as Registrar with respect to the Bonds.

The Bank hereby accepts its appointment and agrees to act as Paying Agent and Registrar.

Section 1.02. Compensation.

As compensation for the Bank's services as Paying Agent and Registrar, the Issuer hereby agrees to pay the Bank the fees set forth in the Bank's fee schedule attached as Exhibit "A" hereto. The Bank reserves the right to amend the fee schedule at any time; provided, however, that the Bank shall have furnished the Issuer with a written copy of such amended fee schedule at least 75 days prior to the date that the new fees are to become effective.

Except as otherwise expressly provided herein, the Issuer agrees to reimburse the Paying Agent upon its request for all reasonable expenses, disbursements, and advances incurred or made by the Paying Agent in accordance with any provisions of this Agreement (including expenses, disbursements and advances of its counsel), to the extent not covered by the compensation terms established in Exhibit "A" hereto, unless any such expense, disbursement, or advance is attributable to the negligence or willful misconduct of the Paying Agent.

## ARTICLE TWO

### DEFINITIONS

Section 2.01. Definitions. Unless the context clearly requires otherwise, the following terms shall have the meanings assigned to them in the Order, but in case of any conflict or ambiguity between the Order and this Agreement, the terms and provisions of the Order shall prevail and control:

"Bond" or "Bonds".

"Code".

"Delivery Date".

"District".

"DTC".

"Holder" or "Holders".

"Initial Bonds".

"Order".

"Person".

"Register".

Section 2.02. Supplemental Definitions.

The following terms used in this Agreement shall have the meanings assigned to them herein:

"Agreement" means this Paying Agent/Registrar Agreement, including all exhibits, amendments and supplements hereto.

"Bank" means The Bank of New York Mellon Trust Company, N.A., a national banking association duly organized and existing under the laws of the United States.

"Financial Advisor" means Robert W. Baird & Co., Inc., Houston, Texas, acting in the capacity of the Issuer's financial advisor with respect to the Bonds.

"Issuer" means District, as such term is defined in the Order.

"Paying Agent" shall have the meaning assigned to such term in the Order and refers to the Bank when it is performing the function and acting in the capacity of paying agent pursuant to this Agreement.

"Registrar" shall have the meaning assigned to such term in the Order and refers to the Bank when it is performing the function and acting in the capacity of Registrar pursuant to this Agreement.

ARTICLE THREE

DUTIES OF THE BANK

Section 3.01. Initial Delivery of Bonds.

The Bonds will be initially registered and delivered to the Person designated by the Issuer in the Order. At the time of such registration and delivery, Bank shall complete the Initial Bonds with the Delivery Date. If such Person delivers a written request to the Bank not later than 5 business days prior to the Delivery Date, the Bank will, on the Delivery Date, exchange the Initial Bonds for Bonds of authorized denominations, registered in accordance with the instructions in such request and the Order.

Section 3.02. Transfer of Proceeds of Sale of Bonds.

The net proceeds of the sale of the Bonds shall be deposited with the Paying Agent via wire transfer of immediately available funds. The Paying Agent shall disburse (or deposit into accounts) such funds as directed in writing by the Issuer. Such funds shall not be invested. Any funds remaining on deposit with the Paying Agent thirty (30) days after the issuance of the Bonds shall be paid over to the Issuer.

### **Section 3.03. Duties of Paying Agent.**

The Bank is authorized to receive the purchase price of the Bonds from the underwriter of the Bonds and to transfer said funds relating to the closing and initial delivery of the Bonds in the manner disclosed in the closing memorandum as prepared by the Financial Advisor or other agent. The Bank may act on an electronic mail transmission of the closing memorandum acknowledged by the Issuer or the Financial Advisor as the final closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

As Paying Agent, the Bank shall, but only to the extent that adequate funds have been provided to it for such purposes by or on behalf of the Issuer, pay on behalf of the Issuer the principal of, the redemption premium, if any, and interest on each Bond in accordance with the provisions of the Order.

### **Section 3.04. Duties of Registrar.**

As Registrar, the Bank shall provide for the proper registration of the Bonds, the exchange, replacement and registration of transfers of the Bonds, and notice of redemption or discharge by deposit of the Bonds in accordance with the provisions of the Order.

### **Section 3.05. Unauthenticated Bonds.**

The Issuer shall provide an inventory of unauthenticated Bonds, as needed, to facilitate transfers. The Bank covenants that it will maintain any such unauthenticated Bonds provided by the Issuer in safekeeping with not less than the same degree of care it uses for maintaining debt securities of other government entities or corporations for which it serves as registrar, or for its own bonds.

### **Section 3.06. Reports and Records.**

The Bank will provide the Issuer reports upon request describing in reasonable detail all transactions pertaining to the Bonds and the Register. The Issuer may also inspect and make copies of the information in the Register at any time that the Bank is customarily open for business so long as reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the content of the Register to any Person, other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a subpoena or court order or as otherwise required by law. Upon receipt of any such subpoena, court order or lawful request for disclosure, the Bank will notify the Issuer immediately so that the Issuer will have the opportunity to, but shall not be required to, contest the subpoena, court order or request.

The Bank agrees that all records of the Issuer held by the Bank will be maintained according to the provisions of the Public Information Act, Ch. 552, Texas Government Code, and

the Local Government Records Act, Ch. 201-205, Texas Local Government Code, each as amended.

**Section 3.07. Cancelled Bonds.**

All Bonds surrendered to the Bank for payment, redemption, transfer, exchange, or replacement shall be promptly cancelled by it. Bonds surrendered to the Issuer shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Bank. All cancelled Bonds held by the Bank shall be destroyed upon the making of proper records, and evidence of such destruction shall be furnished to the Issuer upon request; provided, however, that if applicable laws or regulations prohibit the Bank from destroying the cancelled Bonds, the Bank shall return the cancelled Bonds to the Issuer.

**Section 3.08. Standards.**

The Bank undertakes to perform the duties set forth herein and in the Order and agrees to use reasonable care in the performance thereof. Except as otherwise expressly provided herein or in the Order, the Bank hereby agrees to use the funds transferred to it only for payment of the principal of and the redemption premium, if any, and interest on the Bonds, as the same shall become due.

**Section 3.09. Reliance and Performance.**

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer.

(b) The Bank shall not be liable to the Issuer for actions taken under this Agreement so long as it acts in good faith and exercises due diligence, reasonableness and care, as prescribed by law, with regard to its duties hereunder.

(c) This Agreement is not intended to require the Bank to expend its own funds for performance of any of its duties hereunder.

(d) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys.

**Section 3.10. Money Held by Bank.**

(a) Money held by the Bank hereunder shall not be deemed a banking deposit but shall be held for payment to the Holders of the Bonds as set forth in the Order.

(b) The Bank shall be under no obligation to pay interest on any money received by it hereunder.



(c) All money transferred to the Bank hereunder shall be secured in the manner and to the fullest extent required by applicable law for the security of funds of the Issuer.

(d) Except to the extent otherwise provided in the Order, any money transferred to the Bank for the payment of the principal of, the redemption premium, if any, or interest on any Bond which remains unclaimed for three (3) years after the date such amounts have become due and payable shall be reported and disposed of by the Bank in accordance with the provisions of Title 6 of the Texas Property Code, as amended, to the extent that such provisions are applicable to such amounts.

#### Section 3.11. DTC Compliance.

In order for the Bonds to become and remain DTC eligible, the Bank shall, subject to the Issuer's obligations below, abide by the requirements stated in the DTC *Operational Arrangements* memorandum dated as of January, 2009, as such requirements may be amended from time to time. Among other matters, the *Operational Arrangements* require the Bank to provide on the payment date (i) any principal and interest payments to DTC in same-day funds by 2:50 p.m., eastern time, along with supporting CUSIP details in automated form, (ii) payment details for interest payments by noon, eastern time, and (iii) redemption and corporate action payments and details by 2:50 p.m. eastern time. In order for the Bank to meet such requirements, the Issuer shall remit by 1:00 p.m., eastern time, on all payment dates funds for all principal and interest payments due to the Bank, or at such earlier time as may reasonably be required by the Bank to ensure that DTC will receive payment in same-day funds by 2:50 p.m., eastern time, on such payment dates.

#### Section 3.12. Damages.

Anything in this Agreement to the contrary notwithstanding, and to the extent permitted by law, in no event shall the Paying Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Paying Agent has been advised of such loss or damage and regardless of the form of action, but nothing herein shall relieve the Paying Agent from liability for actual and direct damages.

#### Section 3.13. Indemnification.

The Issuer agrees to and shall, to the full extent permitted by law, indemnify, defend and hold harmless the Paying Agent, together with its officers, directors, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney's fees, incurred without negligence or willful misconduct on the part of the Paying Agent, arising out of or in connection with the administration or performance of its duties and obligations or the exercise or performance of any of its powers hereunder.

## ARTICLE FOUR

### MISCELLANEOUS PROVISIONS

#### Section 4.01. Recitals of Issuer.

The recitals contained in the Order and the Bonds shall be taken as the statements of Issuer, and the Bank assumes no responsibility for their correctness.

#### Section 4.02. May Own Bonds.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds, with the same rights it would have if it were not the Paying Agent and Registrar for the Bonds.

#### Section 4.03. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

#### Section 4.04. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other.

#### Section 4.05. Notices.

Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank respectively, at the addresses shown herein, or such other address as may have been given by one party to the other by 15 days' written notice.

#### Section 4.06. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

#### Section 4.07. Successors and Assigns.

All covenants and agreements herein of the Issuer and the Bank shall bind their successors and assigns, whether so expressed or not. Any corporation into which the Bank may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Bank shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank hereunder without the execution or filing of any document or any further act on the part of either

of the parties hereto; provided, however, written notice of such merger, conversion or consolidation shall promptly be given to the Issuer.

Section 4.08. Severability.

If any provision of this Agreement shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

Section 4.09. Benefits of Agreement.

Nothing herein, expressed or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 4.10. Order Governs Conflicts.

This Agreement and the Order constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent and Registrar in respect of the Bonds, and if any conflict arises between this Agreement and the Order, the Order shall govern.

Section 4.11. Term and Termination.

This Agreement shall be effective from and after its date for so long as any of the Bonds remain outstanding, but may be terminated for any reason by the Issuer or the Bank at any time upon sixty (60) days' written notice; provided, however, that no such termination shall be effective until one or more successors have been appointed and have accepted the duties of the Bank hereunder. **If the 60-day notice period expires and no successor has been appointed, the Bank, at the expense of the Issuer to the extent permitted by law, has the right to petition a court of competent jurisdiction in the State of Texas to appoint a successor under the Agreement.** In the event of early termination of this Agreement, regardless of the circumstances, the Bank shall deliver to the Issuer, or its designee, all funds, Bonds and all books and records pertaining to the Bank's role as Paying Agent and Registrar with respect to the Bonds, including, but not limited to, the Register.

Section 4.12. Governing Law.

This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Texas.

Section 4.13. Anti-Boycott and Anti-Discrimination Provisions; Compliance with Laws Prohibiting Contracts with Certain Companies Engaged in Business With Iran, Sudan or Foreign Terrorist Organizations.

Bank hereby verifies that: (1) neither Bank nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, boycotts or will boycott Israel, (2) neither Bank nor any wholly owned subsidiary, majority-owned subsidiary, parent company or

affiliate of the same, boycotts or will boycott energy companies, and (3) neither Bank, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (a) has or will have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, or (b) will discriminate against a firearm entity or firearm trade association.

Additionally, Bank represents and certifies that, at the time of execution of this Agreement neither the Bank, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

The terms (1) "boycotts Israel" and "boycott Israel" as used herein have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended, (2) "boycotts energy companies" and "boycott energy companies" as used herein have the meanings assigned to the term "boycott energy company" in Sections 809.001 and 2276.001 of the Texas Government Code, each as amended, and (3) "discriminates against a firearm entity or firearm trade association" as used herein has the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3) of the Texas Government Code, as amended. As used herein, the term "affiliate" shall mean an entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rules 405, 17 C.F.R. § 230.405, and exists to make a profit.

Liability for breach of any of the foregoing representations, verifications, and certifications during the term of this Agreement shall survive termination of this Agreement until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provisions hereof, notwithstanding anything herein to the contrary.

*[SIGNATURES COMMENCE ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in several copies, each of equal dignity, as of the day and year first above written.

HARRIS COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 569

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: c/o Schwartz, Page & Harding, L.L.P.  
1300 Post Oak Boulevard, Suite 2400  
Houston, Texas 77056

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.

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

Address: The Bank of New York Mellon Trust  
Company, N.A.  
500 Ross Street, Suite 625  
Pittsburgh, PA 15262

**TEXAS ETHICS COMMISSION FORM 1295 COMPLIANCE**

UNDER SECTION 2252.908, TEXAS GOVERNMENT CODE, AS AMENDED, A GOVERNMENTAL ENTITY MAY NOT ENTER INTO CERTAIN CONTRACTS WITH A BUSINESS ENTITY UNLESS THE BUSINESS ENTITY SUBMITS A DISCLOSURE OF INTERESTED PARTIES FORM (A "FORM 1295") TO THE GOVERNMENTAL ENTITY AT THE TIME THE BUSINESS ENTITY SUBMITS THE SIGNED CONTRACT TO THE GOVERNMENTAL ENTITY. BY EXECUTION OF THIS AGREEMENT ABOVE AND BELOW, THE BANK REPRESENTS AND WARRANTS TO THE ISSUER THAT IT **(CHECK THE APPROPRIATE BOX):**

- ☐ IS A PUBLICLY TRADED BUSINESS ENTITY, OR A WHOLLY OWNED SUBSIDIARY OF A PUBLICLY TRADED BUSINESS ENTITY, AND A FORM 1295 IS NOT REQUIRED TO BE SUBMITTED TO THE ISSUER PURSUANT TO SECTION 2252.908(C)(4), TEXAS GOVERNMENT CODE, AS AMENDED; OR
- ☐ SUBMITTED THE **ATTACHED** AND FOLLOWING FORM 1295 TO THE ISSUER ON \_\_\_\_\_, 2024, WHICH IS THE TIME THE BANK SUBMITTED THE SIGNED AGREEMENT TO THE ISSUER.

\_\_\_\_\_  
REPRESENTATIVE OF BUSINESS ENTITY

736240



# **Exhibit D**

RESOLUTION AUTHORIZING ISSUANCE OF  
NOTICE OF REDEMPTION OF BOND ANTICIPATION NOTE

WHEREAS, Harris County Municipal Utility District No. 569 (the "District"), has issued its \$1,565,000 Bond Anticipation Note, Series 2023, dated December 18, 2023 (the "BAN"); and

WHEREAS, the District has sold its \$3,375,000 Unlimited Tax Bonds, Series 2024 (the "Bonds") for the purpose, among others, of paying the principal of and interest on the BAN; and

WHEREAS, the District now desires to issue a notice of redemption of the BAN, as authorized by the terms thereof.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 569 THAT:

Section 1: The President or Vice President of the Board of Directors of the District are hereby authorized and directed to:

(1) Execute a notice of redemption to Third Coast Bank, a Texas state bank, formerly known as Third Coast Bank SSB, as the owner and holder of the BAN, setting forth a redemption date not later than thirty (30) days following the closing on the Bonds.

(2) Take such further and additional action as may be appropriate in such regard.

Section 2. The President or Vice-President and the District's attorneys and financial advisor are further authorized and directed to do any and all things necessary and proper in order to accomplish the payment, redemption and cancellation of the BAN.

Section 3: This Resolution shall be in force and effect from and after its adoption.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED this 12th day of August, 2024.

HARRIS COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 569

ATTEST:

By:   
Secretary  
Board of Directors

By:   
President  
Board of Directors

(SEAL)

737260

# **Exhibit E**

Forvis Mazars, LLP  
2700 Post Oak Boulevard, Suite 1500  
Houston, TX 77056  
P 713.499.4600  
F 713.499.4699  
[forvismazars.us](http://forvismazars.us)



August 12, 2024

Board of Directors  
Harris County Municipal Utility District No. 569  
Harris County, Texas

We appreciate your selection of **Forvis Mazars, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Terms and Conditions Addendum

### **Summary Scope of Services**

As described in the attached **Scope of Services**, our services will include the following:

- Harris County Municipal Utility District No. 569
- Agreed-Upon Procedure Services relative to the District's Series 2024 Bonds

### **Engagement Fees**

Our fees for the above services will be computed at our standard rates. Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt.

### **Contract Agreement**

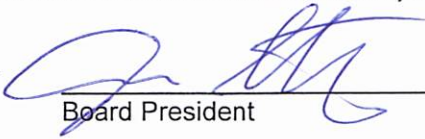
Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

Forvis Mazars, LLP

*Forvis Mazars, LLP*

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services** and **Terms and Conditions Addendum**, on behalf of **Harris County Municipal Utility District No. 569**.

BY

  
Board President

DATE

8/12/2024

### Scope of Services

The following apply for all services:

**Assistance** Our timely completion of services depends on the assistance you, or the responsible party(ies), provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in untimely filings or inability to meet other deadlines.

**Responsibility for Outcomes** We may perform additional services for you that are not covered by this contract. You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand that the Board is responsible and accountable for overseeing the performance of these services and that the Board is qualified to conduct such oversight.

**Performance of Nonattest Services – SEC and PCAOB** Our performance of certain nonattest services may not be permitted under the SEC and PCAOB independence rules, to which we are not currently subject. Accordingly, if we perform services that are not permitted under those rules, you would not be permitted to use our reports in a registration statement or other document requiring compliance with those rules.

You agree to inform us promptly if you are considering any future public offering of securities, use of our reports to comply with the Investment Advisers Act custody rule, or other action that would necessitate our future compliance with the independence rules of the SEC and PCAOB.



### **Scope of Services – Agreed-Upon Procedure Services**

We will apply the agreed-upon procedures described below to statements submitted by the developers for costs paid or incurred on behalf of Harris County Municipal Utility District No. 569 (the District). This engagement is solely to assist you in determining amounts to be paid by the District to the developers from the proceeds of the District's Series 2024 Bonds. The appropriateness of the procedures is solely the responsibility of the parties to be specified in our report. Consequently, we make no representation regarding the appropriateness of the procedures described below for the purpose for which our reports have been requested or for any other purpose. Our proposed procedures are as follows:

- We will vouch copies of checks and invoices supporting amounts expended by the developers. The computations of certain costs will be recalculated to determine that the amounts required to be paid by the developers, in accordance with the rules of the Texas Commission on Environmental Quality (the Commission), are not included in the amount to be reimbursed.
- We will recalculate the computations of interest requested by the developers, on a test basis, and determine that they are in compliance with rules of the Commission. The interest rate to be utilized is from the District's Series 2024 Bonds.
- We will compare the costs submitted by the developer to the cost summary approved by the Commission.
- Estimates of costs remaining to be incurred, if any, will be obtained through discussion with the District's other consultants.

Because we have not been engaged to conduct an examination or review, we will not express an opinion or conclusion, respectively. In addition, we have no obligation to perform any procedures beyond those listed above.

Sherri Greenwood is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will submit reports listing the procedures performed and the results of those procedures. These reports are solely for the use of the District and should not be used by those who did not agree to the procedures. Our reports will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

The following apply for the agreed-upon procedure services described above:

|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Our Responsibilities</b>      | Our engagement to apply agreed-upon procedures will be performed in accordance with attestation standards established by the American Institute of Certified Public Accountants as required by Rule 30 TAC, Section 293.70 of the Commission, "Audit of Payments to Developer."                                                                                                                                                                                                                                                                                                                      |
| <b>District Responsibilities</b> | <p>To facilitate our engagement, the District is responsible for supplying us with all necessary information and for allowing us access to personnel to assist in performing our services. It should be understood that the District is responsible for the accuracy and completeness of these items and for the subject matter.</p> <p>At the conclusion of our engagement, the District will provide to us a letter confirming the availability of this information, certain representations made during the engagement, and acknowledging certain responsibilities outlined in this contract.</p> |

## Forvis Mazars, LLP Terms and Conditions Addendum

### GENERAL

1. **Overview.** This addendum describes Forvis Mazars LLP's standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and Forvis Mazars, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to Forvis Mazars, LLP ("Forvis Mazars"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

### BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges, and other amounts payable to Forvis Mazars hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on Forvis Mazars' net income or taxes arising from the employment or independent contractor relationship between Forvis Mazars and Forvis Mazars' personnel.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This

contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay Forvis Mazars for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of Forvis Mazars' services hereunder.

### DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold Forvis Mazars harmless from any and all claims which arise from knowing misrepresentations to Forvis Mazars, or the intentional withholding or concealment of information from Forvis Mazars by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. To the extent allowed by law, but without any requirement that You establish or maintain a separate interest and sinking fund therefore, You also agree to indemnify Forvis Mazars for any claims made against Forvis Mazars by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.
7. **Statute of Limitations.** [Deleted]
8. **Limitation of Liability.** You agree that Forvis Mazars' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the gross negligence or intentional or willful misconduct of Forvis Mazars or if enforcement of this provision is disallowed by applicable law or professional standards.
9. **Waiver of Certain Damages.** Except with respect to claims of gross negligence or intentional or willful misconduct, or a

breach of confidentiality, in no event shall Forvis Mazars be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.

10. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Texas, without regard to its conflict of laws principles.
11. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**
12. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
13. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
14. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice. You should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than We do. In addition, the applicable laws, regulations, and regulators' enforcement activities may change over time.

#### **RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION**

15. **Maintenance of Records.** All audit and/or agreed-upon procedure reports generated by Us hereunder shall be Your property upon finalization of same. We acknowledge that the requirements of Chapter 552, Texas Government Code, as amended (the "Public Information Act"), and Chapters 201-205, Texas Local Government Code, as amended (the "Local Government Records Act," and together with the Public Information Act, the "Acts"), each apply to all public information, as defined by the Public Information Act, and all local government records, as defined by the Local Government Records Act, related to the relationship between the You and Us, and to any work carried out thereunder. We covenant that We will comply with all requirements of the Acts, Your Record

Management Program, and all applicable rules, regulations, policies, and retention schedules adopted thereunder.

You agree to assume full responsibility for maintaining Your original data and records and that Forvis Mazars has no responsibility to maintain this information. You agree You will not rely on Forvis Mazars to provide hosting, electronic security, or backup services, e.g., business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from Forvis Mazars' servers, i.e., Forvis Mazars portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.

16. **Forvis Mazars Workpapers.** Our workpapers and documentation (except final audit and/or agreed-upon procedure reports) retained in any form of media for this engagement are the property of Forvis Mazars. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, Forvis Mazars will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.

We will cooperate with You in responding to any subpoena where Forvis Mazars is not a party and will provide You with a fee estimate based on the estimated time required to comply. You agree to compensate Forvis Mazars for the time expended complying with the subpoena or other legal process based on the agreed-upon estimates.

17. **Subpoenas or Other Legal Process.** In the event Forvis Mazars is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which Forvis Mazars is not a party, You shall compensate Forvis Mazars for all time We expend in connection with such response at normal and customary hourly rates and to reimburse Us for all out-of-pocket expenses incurred in regard to such response.
18. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible. Draft documents are subject to potentially material changes until such time as they are marked final, and We shall not be liable to You in Your use of such draft documents.

Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary

information, as appropriate, are reproduced and distributed with Our report.

19. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use (except final audit and/or agreed-upon procedure reports) shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

#### REGULATORY

20. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.
21. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.
- Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "Forvis Mazars, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Forvis Mazars, LLP also has not performed any procedures relating to this offering document."
22. **Forvis Mazars Not a Municipal Advisor.** Forvis Mazars is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, Forvis Mazars is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by Forvis Mazars.
23. **Forvis Mazars Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take

this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

#### TECHNOLOGY

24. **Electronic Sites.** In the event You place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site, You agree to notify Us. You recognize that We have no responsibility to review information contained in electronic sites.
25. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.
26. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

#### OTHER MATTERS

27. **Cooperation.** You agree to cooperate with Forvis Mazars in the performance of Forvis Mazars' services to You, including the provision to Forvis Mazars of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.
28. **Third-Party Service Providers.** Forvis Mazars may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. Forvis Mazars maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, Forvis Mazars will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to Forvis Mazars sharing Your confidential information with the third-party service provider.
29. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor Forvis Mazars shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
30. **Use of Forvis Mazars Name.** Any time You intend to reference Forvis Mazars' firm name in any manner in any published materials, other than in connection with Our audit report or other deliverables, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
31. **Network.** Forvis Mazars is a Delaware limited liability partnership and an independent member of Forvis Mazars Global, Ltd., a leading global professional services network. Forvis Mazars Global, Ltd. is a United Kingdom company limited by guarantee and does not provide any services to clients.
32. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and Forvis Mazars and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and Forvis Mazars.
33. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.
34. **Representations.** (a) As required by Chapter 2271, Government Code, We represent that We, including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Us, do not boycott Israel and will not boycott Israel through the term of this engagement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.
- (b) Pursuant to Chapter 2252, Texas Government Code, We represent and certify that, at the time of execution of this contract, neither We, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.
- (c) To the extent the engagement to which this Terms and Conditions Addendum is attached has a value of \$100,000 or more, pursuant to Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, We hereby verify that We, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Us, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code.
- (d) To the extent the engagement to which this Terms and Conditions Addendum is attached has a value of \$100,000 or more, pursuant to Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), as amended, We hereby verify that We, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Us: (i) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. As used in the foregoing verifications, "discriminate against a firearm entity or trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Forvis Mazars, LLP  
Houston, TX United States

Certificate Number:  
2024-1198183

Date Filed:  
08/08/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Harris County Municipal Utility District No. 569

Date Acknowledged:  
08/15/2024

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

08122024

Agreed-upon procedures engagement relative to the District's Series 2024 Bonds

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest<br>(check applicable) |              |
|---|--------------------------|------------------------------------------|------------------------------------------|--------------|
|   |                          |                                          | Controlling                              | Intermediary |
|   | Snow, Matt               | Charlotte, NC United States              | X                                        |              |
|   | Watson, Tom              | Dallas, TX United States                 | X                                        |              |
|   | Cole, Abe                | Springfield, MO United States            | X                                        |              |
|   | Graham, Frank            | Charlotte, NC United States              | X                                        |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |

5 Check only if there is NO Interested Party.

☐

## 6 UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Forvis Mazars, LLP  
Houston, TX United States

Certificate Number:  
2024-1198183

Date Filed:  
08/08/2024

Date Acknowledged:

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Harris County Municipal Utility District No. 569

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

08122024

Agreed-upon procedures engagement relative to the District's Series 2024 Bonds

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest<br>(check applicable) |              |
|---|--------------------------|------------------------------------------|------------------------------------------|--------------|
|   |                          |                                          | Controlling                              | Intermediary |
|   | Snow, Matt               | Charlotte, NC United States              | X                                        |              |
|   | Watson, Tom              | Dallas, TX United States                 | X                                        |              |
|   | Cole, Abe                | Springfield, MO United States            | X                                        |              |
|   | Graham, Frank            | Charlotte, NC United States              | X                                        |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |

5 Check only if there is NO Interested Party. ☐

**6 UNSWORN DECLARATION**

My name is BRIAN K. KRUEGER, and my date of birth is 04/11/67.

My address is 2700 POST OAK BLVD., SUITE 1500, HOUSTON, TX, 77056, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in HARRIS County, State of TEXAS, on the 12th day of AUGUST, 2024.  
(month) (year)

*Brian K. Krueger*

Signature of authorized agent of contracting business entity  
(Declarant)

# **Exhibit F**



# **Harris County Municipal Utility District No. 569**

## **Independent Accountant's Report on Applying Agreed-upon Procedures on Amounts Reimbursable to Developer**

August 12, 2024

## **Independent Accountant's Report on Applying Agreed-upon Procedures**

Board of Directors  
Harris County Municipal Utility District No. 569  
Harris County, Texas

We have performed the procedures enumerated below, with respect to the statements submitted by Astro Sunterra, LP (the developer) for costs paid or incurred on behalf of Harris County Municipal Utility District No. 569 (the District). The District is responsible for amounts reimbursable to the developer.

The District has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of assisting in verifying the estimated amounts reimbursable from the proceeds of the District's \$8,855,000 Unlimited Tax Road Bonds, Series 2024. This report may not be suitable for any other purpose. The procedures performed may not address all of the items of interest to a user of this report and may not meet the needs of all users of this report, and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

Our procedures were as follows:

- A. We vouched copies of checks, invoices and other relevant documents supporting amounts requested for reimbursement by the developer.
- B. We recalculated estimated interest due to be paid to the developer in accordance with Rule 30 TAC, Section 293.50, of the Texas Commission on Environmental Quality (the Commission). Interest was calculated from the dates of payment through two years after payment on construction contracts and related costs or November 30, 2024, for items reimbursed from bond proceeds.
- C. The estimated net effective rate used in computing interest on amounts to be paid from this bond issue was 4.75%.
- D. The Cost Summary was read to determine that funds had been provided in the bond issue for the amounts requested.
- E. Estimates of costs remaining to be incurred were obtained through discussion with the District's other consultants.

The results of our procedures are presented in the accompanying schedules. Schedules A through A-1 detail amounts reimbursable to the developer from bond proceeds. Schedule B presents a comparison of actual costs with costs as approved by the District.

Board of Directors  
Harris County Municipal Utility District No. 569  
Page 2

We were engaged by the District to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants, as required by Rule 30 TAC, Section 293.70, of the Commission "Audit of Payments to Developers." We were not engaged to, and did not, conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the statements submitted by the developer for costs paid or incurred on behalf of the District. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the specified parties listed and is not intended to be, and should not be, used by anyone other than these specified parties.

Houston, Texas  
August 12, 2024

**Harris County Municipal Utility District No. 569**  
**Recapitulation of Amounts Reimbursable to Developer**  
**Schedule A**  
**August 12, 2024**

| <u>Payee</u>                                      | <b>Astro Sunterra LP</b>              |                                     |
|---------------------------------------------------|---------------------------------------|-------------------------------------|
|                                                   | <b>Amounts</b><br><b>Reimbursable</b> | <b>Estimated</b><br><b>Interest</b> |
| Allgood Construction Company, Inc.                | \$ 1,201,846.53                       | \$ 114,361.01                       |
| Daco Paving, Inc.                                 | 1,408,166.20                          | 125,910.99                          |
| Daco Paving, Inc.                                 | 1,395,031.90                          | 114,209.75                          |
| Allgood Construction Company, Inc.                | 973,976.98                            | 99,968.64                           |
| Daco Paving, Inc.                                 | 393,726.10                            | 8,925.07                            |
| Quiddity Engineering, LLC                         | 398,470.20                            | 44,101.57                           |
| Terracon Consultants, Inc.                        | 106,830.00                            | 9,651.29                            |
| Land acquisition                                  | 1,240,309.48                          | -                                   |
| Total estimated reimbursable amounts              | <u>\$ 7,118,357.39</u>                | <u>\$ 517,128.32</u>                |
| Total estimated amounts reimbursable to developer |                                       | <u><u>\$ 7,635,485.71</u></u>       |

**Harris County Municipal Utility District No. 569**  
**Recapitulation of Amounts Reimbursable to Developer**  
**Schedule A-1 Astro Sunterra LP**  
**August 12, 2024**

|                                                  | % Complete    | Amounts Reimbursable |              |
|--------------------------------------------------|---------------|----------------------|--------------|
|                                                  | Date Complete |                      |              |
| Allgood Construction Company, Inc.               |               |                      |              |
| Construction of paving facilities to serve       | 100%          |                      |              |
| Sunterra, Sections 33 and 38                     | 03/23         | \$                   | 1,201,846.53 |
| Estimated interest accrued at 4.75%              |               |                      | 114,361.01   |
| Daco Paving, Inc.                                |               |                      |              |
| Construction of paving facilities to serve       | 100%          |                      |              |
| Sunterra, Section 35                             | 04/23         |                      | 1,408,166.20 |
| Estimated interest accrued at 4.75%              |               |                      | 125,910.99   |
| Daco Paving, Inc.                                |               |                      |              |
| Construction of paving facilities to serve       | 100%          |                      |              |
| Sunterra, Section 36                             | 10/23         |                      | 1,395,031.90 |
| Estimated interest accrued at 4.75%              |               |                      | 114,209.75   |
| Allgood Construction Company, Inc.               |               |                      |              |
| Construction of paving facilities to serve       | 100%          |                      |              |
| Sunterra, Section 40                             | 03/23         | \$                   | 1,047,287.08 |
| Less amount previously reimbursed                |               |                      | (73,310.10)  |
| Estimated interest accrued at 4.75%              |               |                      | 99,968.64    |
| Daco Paving, Inc.                                |               |                      |              |
| Construction of paving facilities to serve       | 97%           |                      |              |
| Sunterra, Section 57                             | 06/24         |                      | 618,094.35   |
| Less retainage payable                           |               |                      | (12,361.89)  |
|                                                  |               |                      | 605,732.46   |
| Less amount to be funded in future               |               |                      | (212,006.36) |
| Estimated interest accrued at 4.75%              |               |                      | 393,726.10   |
| Estimated interest accrued at 4.75%              |               |                      | 8,925.07     |
| Quiddity Engineering, LLC                        |               |                      |              |
| District's share of engineering fees related to: |               |                      |              |
| Sunterra, Sections 33 and 38                     |               |                      | 101,391.63   |
| Sunterra, Section 35                             |               |                      | 111,060.94   |
| Sunterra, Section 36                             |               |                      | 109,876.69   |
| Sunterra, Section 40                             |               |                      | 76,140.94    |
| Estimated interest accrued at 4.75%              |               |                      | 398,470.20   |
| Estimated interest accrued at 4.75%              |               |                      | 44,101.57    |

**Harris County Municipal Utility District No. 569**  
**Recapitulation of Amounts Reimbursable to Developer**  
**Schedule A-1 (Continued)**  
**August 12, 2024**

|                                                           | <b>% Complete</b>    | <b>Amounts Reimbursable</b> |
|-----------------------------------------------------------|----------------------|-----------------------------|
|                                                           | <b>Date Complete</b> |                             |
| <b>Terracon Consultants, Inc.</b>                         |                      |                             |
| District's share of materials testing fees related to:    |                      |                             |
| Sunterra, Sections 33 and 38                              | \$ 25,365.00         |                             |
| Sunterra, Section 35                                      | 30,160.00            |                             |
| Sunterra, Section 36                                      | 29,320.00            |                             |
| Sunterra, Section 40                                      | <u>21,985.00</u>     | \$ 106,830.00               |
| Estimated interest accrued at 4.75%                       |                      | 9,651.29                    |
| <b>Land acquisition</b>                                   |                      |                             |
| 4.71-acre site to serve Sunterra, Section 40 right-of-way |                      |                             |
|                                                           | 221,142.78           |                             |
| Estimated interest accrued at 4.75%                       | <u>42,391.25</u>     | 263,534.03                  |
| 4.78-acre site to serve Sunterra, Section 35 right-of-way |                      |                             |
|                                                           | 240,636.76           |                             |
| Estimated interest accrued at 4.75%                       | <u>31,033.90</u>     | 271,670.66                  |
| 4.71-acre site to serve Sunterra, Section 36 right-of-way |                      |                             |
|                                                           | 237,112.79           |                             |
| Estimated interest accrued at 4.75%                       | <u>30,579.43</u>     | 267,692.22                  |
| 3.07-acre site to serve Sunterra, Section 57 right-of-way |                      |                             |
|                                                           | 164,676.46           |                             |
| Estimated interest accrued at 4.75%                       | <u>9,043.67</u>      | 173,720.13                  |
| 4.66-acre site to serve Sunterra, Section 58 right-of-way |                      |                             |
|                                                           | 249,964.91           |                             |
| Estimated interest accrued at 4.75%                       | <u>13,727.53</u>     | <u>263,692.44</u>           |
| Total estimated amounts reimbursable to developer         |                      | <u>\$ 7,635,485.71</u>      |

**Harris County Municipal Utility District No. 569**  
**Comparison of Actual Costs With Cost Summary**  
**as Approved by the District**  
**Schedule B**  
**August 12, 2024**

|                                   | <b>Estimated<br/>Amounts<br/>Reimbursable<br/>to Developer</b> | <b>Amounts Paid<br/>Previously<br/>by District</b> |
|-----------------------------------|----------------------------------------------------------------|----------------------------------------------------|
| <b>Construction Costs</b>         |                                                                |                                                    |
| Developer contribution items:     |                                                                |                                                    |
| Sunterra, Sections 33 and 38      | \$ 1,201,847                                                   | \$ -                                               |
| Sunterra, Section 35              | 1,408,166                                                      | -                                                  |
| Sunterra, Section 36              | 1,395,032                                                      | -                                                  |
| Sunterra, Section 40              | 973,977                                                        | -                                                  |
| Sunterra, Section 57              | 393,726                                                        | -                                                  |
| Engineering and materials testing | 505,300                                                        | -                                                  |
| Land cost for right-of-way        | 1,240,309                                                      | -                                                  |
| Total construction costs          | <u>7,118,357</u>                                               | <u>-</u>                                           |
| <b>Nonconstruction Costs</b>      |                                                                |                                                    |
| Legal fees                        | -                                                              | -                                                  |
| Financial Advisor fees            | -                                                              | -                                                  |
| Developer interest                | 517,128                                                        | -                                                  |
| Capitalized interest              | -                                                              | -                                                  |
| Bond discount                     | -                                                              | -                                                  |
| Bond issuance costs               | -                                                              | -                                                  |
| Engineering fees                  | -                                                              | -                                                  |
| Attorney General fee              | -                                                              | -                                                  |
| Total nonconstruction costs       | <u>517,128</u>                                                 | <u>-</u>                                           |
| Total bond issue                  | <u>\$ 7,635,485</u>                                            | <u>\$ -</u>                                        |

| <b>Total<br/>Amounts<br/>Paid</b> | <b>Projected<br/>Amounts</b> | <b>Actual<br/>and<br/>Estimated</b> | <b>Cost<br/>Summary<br/>Total</b> | <b>Variance-<br/>Actual<br/>Over (Under)</b> |
|-----------------------------------|------------------------------|-------------------------------------|-----------------------------------|----------------------------------------------|
| \$ 1,201,847                      | \$ -                         | \$ 1,201,847                        | \$ 1,201,847                      | \$ -                                         |
| 1,408,166                         | -                            | 1,408,166                           | 1,408,166                         | -                                            |
| 1,395,032                         | -                            | 1,395,032                           | 1,395,032                         | -                                            |
| 973,977                           | -                            | 973,977                             | 1,000,159                         | (26,182)                                     |
| 393,726                           | 20,251                       | 413,977                             | 413,977                           | -                                            |
| 505,300                           | -                            | 505,300                             | 505,300                           | -                                            |
| 1,240,309                         | -                            | 1,240,309                           | 1,240,309                         | -                                            |
| <u>7,118,357</u>                  | <u>20,251</u>                | <u>7,138,608</u>                    | <u>7,164,790</u>                  | <u>(26,182)</u>                              |
| -                                 | 231,375                      | 231,375                             | 231,375                           | -                                            |
| -                                 | 177,100                      | 177,100                             | 177,100                           | -                                            |
| 517,128                           | 224                          | 517,352                             | 534,780                           | (17,428)                                     |
| -                                 | 420,613                      | 420,613                             | 420,613                           | -                                            |
| -                                 | 265,650                      | 265,650                             | 265,650                           | -                                            |
| -                                 | 31,337                       | 31,337                              | 31,337                            | -                                            |
| -                                 | 20,500                       | 20,500                              | 20,500                            | -                                            |
| -                                 | 8,855                        | 8,855                               | 8,855                             | -                                            |
| <u>517,128</u>                    | <u>1,155,654</u>             | <u>1,672,782</u>                    | <u>1,690,210</u>                  | <u>(17,428)</u>                              |
| <u>\$ 7,635,485</u>               | <u>\$ 1,175,905</u>          | <u>\$ 8,811,390</u>                 | <u>\$ 8,855,000</u>               | <u>\$ (43,610)</u>                           |



# Exhibit G

**RESOLUTION TO COMPLY WITH THE  
SECURITIES AND EXCHANGE COMMISSION RULE 15c2-12**

WHEREAS, Harris County Municipal Utility District No. 569 (the "District"), has been legally created and operates pursuant to the general laws of the State of Texas applicable to conservation and reclamation districts; and

WHEREAS, the Securities and Exchange Commission (the "SEC") approved final amendments to SEC Rule 15c2-12 (the "Rule") which prohibit municipal securities dealers from recommending municipal securities for purchase or sale unless the Issuer of such securities commits to make available ongoing information about its financial condition in the secondary market; and

WHEREAS, the Rule requires that all Issuers of municipal securities (which are not exempt from the requirements of the Rule) must agree to provide certain information vendors with annual financial information and operating data as well as timely notice of certain material events about the District and any "Obligated Person"; and

WHEREAS, an Obligated Person is any person or entity that has committed by contract to support payment of all or part of the municipal securities; and

WHEREAS, the District operates pursuant to the contract for financing and operation and maintenance of regional facilities (the "Regional District Contract"), which has previously been approved by the voters of the District; and

WHEREAS, Harris-Waller Counties Municipal Utility District No. 4 (the "Regional District") has issued its \$12,480,000 Contract Revenue Bonds, Series 2022, \$10,400,000 Contract Revenue Road Bonds, Series 2022, \$14,250,000 Contract Revenue Bonds, Series 2023, \$16,085,000 Contract Revenue Road Bonds, Series 2023, and is in the process of issuing its \$15,770,000 Contract Revenue Bonds, Series 2024, and its \$16,395,000 Contract Revenue Road Bonds, Series 2024 (the "Bonds"); and

WHEREAS, Harris-Waller Counties Municipal Utility District No. 4 in the future, intends to issue additional contract revenue bonds pursuant to the Regional District Contract ("Additional Bonds"); and

WHEREAS, under the terms of the Rule, the Regional District must agree, in its Bond Resolution, to provide the required updated information about its own financial condition and operations and the financial information and operating data of all Obligated Persons; and

WHEREAS, the District is an Obligated Person for purposes of the Rule, because pursuant to the Regional District Contract, the District is obligated to pay its pro rata share of the debt service on the Bonds and any Additional Bonds; NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 569 THAT:

Section 1: The Board of Directors of the District hereby agrees to furnish the Regional District a copy of its audited financial statements, an update to the District's financial information and operating data included in the Regional District final Official Statement prepared in connection with the issuance of the Bonds and any Additional Bonds, and such other information the Regional District may require in order to comply with the Rule no later than five months after the end of the District's fiscal year.

Section 2: The provisions of this Resolution shall be effective as of the date of adoption and shall remain in effect until modified by action of the Board of Directors.

[EXECUTION PAGE FOLLOWS]

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
President, Board of Directors

ATTEST:

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

(SEAL)

# Exhibit H

**GENERAL CERTIFICATE  
OF HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 569**

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

We, the undersigned President and Secretary, respectively, of the Board of Directors of Harris County Municipal Utility District No. 569 (the "District"), do hereby execute and deliver this certificate for the benefit of the Attorney General of Texas and all other persons interested in the Harris-Waller Counties Municipal Utility District No. 4 Contract Revenue Bonds, Series 2024, and its Contract Revenue Road Bonds, Series 2024 (the "Bonds"), now in the process of issuance. We certify the following:

(1) That the District is a duly created and organized municipal utility district operating pursuant to the provisions of Chapters 49 and 54 of the Texas Water Code, as amended.

(2) That the Board of Directors is composed of the following persons, each of whom serves in the capacity indicated:

|                 |                     |
|-----------------|---------------------|
| Jason Schultz   | President           |
| Nicholas Luton  | Vice President      |
| Blakely Norris  | Secretary           |
| David Jezierski | Assistant Secretary |
| Julia Pecina    | Assistant Secretary |

(3) That each member of the Board of Directors has duly qualified as a member of the Board of Directors of the District by executing the sworn statement (when required), by executing the bond required by law, and by taking the official oath of office prescribed by the Constitution for public officers; that each such bond was duly approved by the Board of Directors of the District; and that each such bond, sworn statement and oath are filed and retained in the District's records and with the Secretary of State, as required by law.

(4) That other than the District's contractual obligations with respect to the \$12,480,000 Contract Revenue Bonds, Series 2022, the \$10,400,000 Contract Revenue Road Bonds, Series 2022, the \$14,250,000 Contract Revenue Bonds, Series 2023, the \$16,085,000 Contract Revenue Road Bonds, Series 2023, and the Bonds, now in the process of issuance, in addition to the District's \$4,520,000 Unlimited Tax Road Bonds, Series 2023, and the \$3,375,000 Unlimited Tax Bonds, Series 2024, and the \$8,855,000 Unlimited Tax Road Bonds, Series 2024, both now in the process of issuance, the District has no outstanding indebtedness payable from taxes.

(5) That all data required by law to be filed with the Texas Commission on Environmental Quality has been so filed.

(6) That the District has complied with all of the terms and conditions imposed by the City of Houston in connection with the issuance of bonds and its consent to the creation to and the inclusion of land within the District.

(7) That the Contract for Financing, Operation, and Maintenance of Regional Facilities (the "Regional District Contract"), effective August 3, 2021, was duly approved by the Board of Directors of the District, and the execution and performance of said Regional District Contract were duly authorized at a meeting of the Board of Directors of the District at which all actions or proceedings taken in connection with the approval of said Regional District Contract were open to the public and notice of the time, place, and subject of each such meeting was given as required by Chapter 551, Government Code and Chapter 49.063, Texas Water Code.

(8) That the Regional District Contract is in full force and effect and has not been amended or rescinded.

(9) That there has been no default under the Regional District Contract.

(10) That no litigation is pending or threatened concerning the title or authority of the officers and directors of the District or concerning the Regional District Contract.

(11) That the Board of Directors will adopt an Order Levying Taxes for tax year 2024 and will levy a contract tax for the purpose of paying the District's pro rata share of the Outstanding Bonds.

(12) That, to the extent applicable to the District, the District has complied with the Voting Rights Act of 1965, as amended, and Chapter 272 of the Texas Election Code.

(13) That upon approval of the Bonds, the Attorney General is authorized and respectfully requested to insert the date, which date is to be the same as your approval date.

[EXECUTION PAGE FOLLOWS]

WITNESS OUR HANDS AND THE OFFICIAL SEAL OF THE DISTRICT on \_\_\_\_\_, 2024.

\_\_\_\_\_  
Secretary, Board of Directors  
Harris County Municipal Utility  
District No. 569

\_\_\_\_\_  
President, Board of Directors  
Harris County Municipal Utility  
District No. 569

(SEAL)

THE STATE OF TEXAS           §  
                                          §  
COUNTY OF HARRIS         §

The instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2024,  
by \_\_\_\_\_ as President and \_\_\_\_\_ as Secretary of Harris County  
Municipal Utility District No. 569, a political subdivision of the State of Texas, on behalf of  
said political subdivision.

\_\_\_\_\_  
Notary Public State of Texas

(NOTARY SEAL)



# **Exhibit I**

TAX COLLECTOR'S OATH

Harris Co. MID# 569 }

STATE OF TEXAS

COUNTY OF Harris }

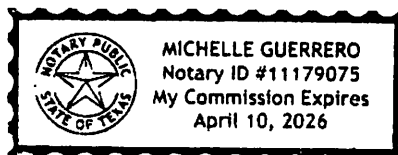
BRENDA MCLAUGHLIN, BEING duly sworn, states that she is the Tax Collector for the above named taxing unit and that the foregoing contains a true and correct report, accounting for all taxes collected on behalf of said taxing unit during the month therein stated.

Brenda McLaughlin  
BRENDA MCLAUGHLIN

SWORN TO AND SUBSCRIBED BEFORE ME, this 6<sup>th</sup> day of August, 2024.

Michelle Guerrero  
NOTARY PUBLIC, STATE OF TEXAS

(SEAL)



Submitted to Taxing Unit's Governing Body on \_\_\_\_\_.

**HARRIS COUNTY M.U.D. #569**  
**TAX ASSESSOR/COLLECTOR'S REPORT**

7/31/2024

|                                       |    |                   |                           |
|---------------------------------------|----|-------------------|---------------------------|
| Taxes Receivable: 8/31/2023           | \$ | 27,963.74         |                           |
| Reserve for Uncollectables            | (  | .00)              |                           |
| Adjustments                           |    | <u>.00</u>        | \$ <u>27,963.74</u>       |
| Original 2023 Tax Levy                | \$ | 784,578.62        |                           |
| Adjustments                           |    | <u>177,094.69</u> | <u>961,673.31</u>         |
| <b>Total Taxes Receivable</b>         |    |                   | <b>\$ 989,637.05</b>      |
| Prior Years Taxes Collected           | \$ | 27,963.74         |                           |
| 2023 Taxes Collected ( 99.4%)         |    | <u>956,203.40</u> | <u>984,167.14</u>         |
| <b>Taxes Receivable at: 7/31/2024</b> |    |                   | <b>\$ <u>5,469.91</u></b> |

2023 Receivables:

|             |          |
|-------------|----------|
| Maintenance | 3,281.95 |
| Contract    | 2,187.96 |

---

*bob leared interests*

11111 Katy Freeway, Suite 725  
Houston, Texas 77079-2197

Phone: (713) 932-9011  
Fax: (713) 932-1150

HARRIS COUNTY M.U.D. #569

|                                   | Month of<br>7/2024 | Fiscal to Date<br>6/01/2024 - 7/31/2024 |
|-----------------------------------|--------------------|-----------------------------------------|
| Beginning Cash Balance            | \$ 15,247.51       | 19,863.09                               |
| <b>Receipts:</b>                  |                    |                                         |
| Current & Prior Years Taxes       | 56.73-             | 56.73-                                  |
| Tax Certificates                  |                    | 30.00                                   |
| Refund - due to adjustments       | 56.73              | 56.73                                   |
| <b>TOTAL RECEIPTS</b>             | \$                 | 30.00                                   |
| <b>Disbursements:</b>             |                    |                                         |
| CAD Quarterly Assessment          |                    | 2,131.00                                |
| Transfer to General Fund          |                    | 730.35                                  |
| Tax Assessor/Collector Fee        | 1,048.00           | 2,096.00                                |
| Transfer to Contract Fund         |                    | 486.90                                  |
| Postage/Deliveries                | 105.23             | 212.86                                  |
| Supplies                          | 125.76             | 125.76                                  |
| Tax Certificates                  | 30.00              | 30.00                                   |
| Additional Services - BLI         | 360.00             | 360.00                                  |
| Records Maintenance               | 30.00              | 30.00                                   |
| Copies                            | 338.26             | 338.26                                  |
| Mileage Expense                   | 6.70               | 13.40                                   |
| Envelopes - May Del Stmts         | 2.70               | 2.70                                    |
| Positive Pay                      | 25.00              | 50.00                                   |
| SB2 Webpage                       | 55.00              | 165.00                                  |
| <b>TOTAL DISBURSEMENTS</b>        | (\$ 2,126.65)      | ( 6,772.23)                             |
| <b>CASH BALANCE AT: 7/31/2024</b> | \$ 13,120.86       | 13,120.86                               |

HARRIS COUNTY M.U.D. #569

Disbursements for month of August, 2024

| Check #                | Payee      | Description                 | Amount              |
|------------------------|------------|-----------------------------|---------------------|
| 1041                   | HCAD       | CAD Cost, Estimate of value | \$ 699.29           |
| 1042                   | Bob Leared | Tax Assessor/Collector Fee  | 1,192.21            |
| TOTAL DISBURSEMENTS    |            |                             | \$ 1,891.50         |
| Remaining Cash Balance |            |                             | \$ <u>11,229.36</u> |

Stellar Bank

HARRIS COUNTY M.U.D. #569

HISTORICAL COLLECTIONS DATA

| Year                                             | Collections<br>Month Of<br>7/2024 | Adjustments To<br>Collections<br>7/2024 | Total Tax<br>Collections<br>at 7/31/2024 | Total Taxes<br>Receivable<br>at 7/31/2024 | Collection<br>Percentage |
|--------------------------------------------------|-----------------------------------|-----------------------------------------|------------------------------------------|-------------------------------------------|--------------------------|
| 2023                                             |                                   | 56.73-                                  | 956,203.40                               | 5,469.91                                  | 99.431                   |
| 2022                                             |                                   |                                         | 96,910.94                                |                                           | 100.000                  |
| (Percentage of collections same period last year |                                   |                                         |                                          | 100.000                                   | )                        |



HARRIS COUNTY M.U.D. #569

HISTORICAL TAX DATA

| Year | Taxable<br>Value | SR/CR   | Tax<br>Rate | Adjustments | Reserve for<br>Uncollectibles | Adjusted<br>Levy |
|------|------------------|---------|-------------|-------------|-------------------------------|------------------|
| 2023 | 64,111,457       | 11 / 11 | 1.500000    | 177,094.69  |                               | 961,673.31       |
| 2022 | 4,596,478        | 05 / 05 | 1.500000    | 96,910.94   |                               | 96,910.94        |

# HARRIS COUNTY M.U.D. #569

## TAX RATE COMPONENTS

| Year | Maintenance<br>Rate | Maintenance<br>Levy | Contract<br>Rate | Contract<br>Levy |
|------|---------------------|---------------------|------------------|------------------|
| 2023 | .900000             | 577,003.99          | .600000          | 384,669.32       |
| 2022 | 1.500000            | 96,910.94           |                  |                  |



HARRIS COUNTY M.U.D. #569

Notes:

|      |                       |           |
|------|-----------------------|-----------|
| 2022 | Agriculture Deferment | 32,051.15 |
| 2023 | Agriculture Deferment | 31,980.51 |
|      | Total --->            | 64,031.66 |

\$ 56.73 - REPORTED AS TAXES COLLECTED ON PRIOR REPORTS. TRANSFERRED TO REFUNDS DUE TO ADJ# 11-2023 TAXES, VARIOUS ACCOUNTS. REFUNDS ON HOLD PENDING REQUEST FROM PROPERTY OWNERS.

HARRIS COUNTY M.U.D. #569

|                        |        |        |        |
|------------------------|--------|--------|--------|
| <b>Tax Exemptions:</b> | 2023   | 2022   | 2021   |
| Homestead              | .00000 | .00000 | .00000 |
| Over 65                | 0      | 0      | 0      |
| Disabled               | 0      | 0      | 0      |

**Last Bond Premium Paid:**

|                        |               |        |
|------------------------|---------------|--------|
| Payee                  | Date of Check | Amount |
| McDonald & Wessendorff | 2/07/2024     | 50.00  |
| 3/31/24-3/31/25        |               |        |

|                            |            |            |
|----------------------------|------------|------------|
| <b>Adjustment Summary:</b> | 2023       |            |
| 10/2023                    | / CORR 002 | 137,714.09 |
| 11/2023                    | / CORR 003 | 38,220.08  |
| 4/2024                     | / CORR 008 | 21.45-     |
| 5/2024                     | / CORR 009 | 1,238.70   |
| 7/2024                     | / CORR 011 | 56.73-     |
| <b>TOTAL</b>               |            | 177,094.69 |

HARRIS COUNTY M.U.D. #569  
Homestead Payment Plans

| <u>Account no.</u> | <u>Tax</u><br><u>Year</u> | <u>Last</u><br><u>Payment</u><br><u>Amount</u> | <u>Last</u><br><u>Payment</u><br><u>Date</u> | <u>Balance</u><br><u>Due</u> |
|--------------------|---------------------------|------------------------------------------------|----------------------------------------------|------------------------------|
| *Total             | Count 0                   |                                                |                                              |                              |
| (I) - BLI Contract |                           |                                                | (A) - Delinquent Attorney Contract           |                              |

---

Standard Payment Plans

| <u>Account no.</u> | <u>Tax</u><br><u>Year</u> | <u>Last</u><br><u>Payment</u><br><u>Amount</u> | <u>Last</u><br><u>Payment</u><br><u>Date</u> | <u>Balance</u><br><u>Due</u> |
|--------------------|---------------------------|------------------------------------------------|----------------------------------------------|------------------------------|
| *Total             | Count 0                   |                                                |                                              |                              |

# Exhibit J

# **Harris County MUD #569**

## **OPERATIONS REPORT**

**August 12, 2024**

submitted by



## I. Billing and Collections

| Connections        | 7/24/2024 | Billed Usage (in 1.0 MG) |
|--------------------|-----------|--------------------------|
| Residential:       | 372       | Residential:             |
| Builder:           | 220       | Builder:                 |
| Commercial:        | 0         | Commercial:              |
| Irrigation:        | 13        | Irrigation:              |
| Temporary:         | 4         | Temporary:               |
| Rec Center:        | 2         | Rec Center:              |
| Vacant:            | 2         | Vacant:                  |
| MultiFamily        | 1         | Accountability Only:     |
| Total Connections: | 614       | Finals/Transfers:        |
|                    |           | Total Billed Usage:      |

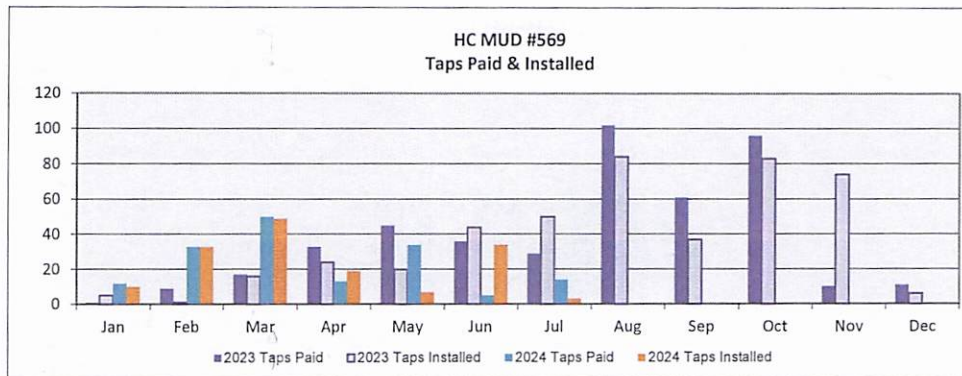
| Billing as of          | 7/24/2024           | Collections as of         | 7/31/2024           |
|------------------------|---------------------|---------------------------|---------------------|
| Penalty:               | \$2,690.26          | Penalty:                  | \$1,861.15          |
| Water:                 | \$54,098.40         | Water:                    | \$47,406.46         |
| Sewer:                 | \$28,159.84         | Sewer:                    | \$25,013.35         |
| Deposit:               | \$9,900.00          | Deposit:                  | \$25,728.44         |
| Backflow Annual Fee:   | \$0.00              | Backflow Annual Fee:      | \$0.00              |
| Back Charge:           | \$7,810.82          | Back Charge:              | \$14,900.90         |
| Inspection Fee:        | \$841.00            | Inspection Fee:           | \$433.00            |
| Rental Meter Fee:      | \$600.00            | Rental Meter Fee:         | \$485.00            |
| Transfer Fee:          | \$1,360.00          | Returned Pmt Fee:         | \$0.00              |
| Arrears:               | \$58,300.51         | Reconnect Fee:            | \$77.46             |
| Credits:               | (\$7,329.68)        | Delinquent Letter Fee     | \$867.29            |
| <b>Net Receivable:</b> | <b>\$156,431.15</b> | Transfer Fee:             | \$1,885.26          |
|                        |                     | Deposits Applied:         | \$15,950.00         |
|                        |                     | <b>Total Collections:</b> | <b>\$134,608.31</b> |

### Customer Aged Receivables

|                           |                    |
|---------------------------|--------------------|
| 30 Day:                   | \$40,552.19        |
| 60 Day:                   | \$6,529.06         |
| 90 Day:                   | \$20,264.24        |
| Overpayments:             | (\$6,354.72)       |
| <b>Total Receivables:</b> | <b>\$60,990.77</b> |

## II. Tap Activity

- Taps installed in the month of July: 3
- Total taps installed to date: 599



## III. Repairs & Maintenance Over \$1,000

### Repairs & Maintenance during the month included:

- Raised manhole to grade at 27122 River Birch Ridge Dr.
- Hydra jetted District line to clear blockage at 27306 & 27310 Blue Pool Dr.

## IV. Action Items

### Consider and approve:

- Review write off list and authorize submittal to collections agency.
- Review confidential customer report of delinquent accounts scheduled for termination, pursuant to the Rules and Regulations of the District's Rate Order.



Sunterra

| DISTRICT                            |             |            |             |            |             |             |
|-------------------------------------|-------------|------------|-------------|------------|-------------|-------------|
| As of 08/05/2024                    |             |            |             |            |             |             |
| Builder                             | HC569 Total | HWC4 Total | HWC5 Total  | WC35 Total | WC37 Total  | Grand Total |
|                                     |             | 1          |             |            |             | 1           |
| ADAMS HOMES LONE STAR LLC           |             |            | 54          |            |             | 54          |
| ANGLIA HOMES,LP                     | 3           |            | 1           |            | 47          | 51          |
| ASHTON WOODS HOMES                  | 32          |            | 45          |            | 123         | 200         |
| BEAZER HOMES C/O RADIUSPOINT DEPT 1 | 110         |            |             |            |             | 110         |
| BRIGHTLAND HOMES                    | 35          |            | 85          | 57         | 29          | 206         |
| CASTLEROCK COMMUNTIES               | 3           |            | 42          |            | 46          | 91          |
| CHESMAR HOMES                       | 1           |            | 88          |            | 41          | 130         |
| COLINA HOMES                        |             |            | 79          |            | 8           | 87          |
| DAVIDSON HOMES LLC                  | 1           |            |             |            | 86          | 87          |
| DL MEACHAM CONSTRUCTION             |             |            | 1           |            |             | 1           |
| DR HORTON                           | 2           |            | 26          | 238        | 129         | 395         |
| EHT OF TEXAS, LP                    |             |            | 70          |            |             | 70          |
| EVERGREEN LIFESTYLES MANAGEMENT/ SU |             |            | 2           |            | 6           | 8           |
| GBFR SUNTERRA LP                    | 1           |            |             |            |             | 1           |
| HAMILTON THOMAS HOMES               |             |            | 24          |            |             | 24          |
| HIGHLAND HOMES                      |             |            | 134         |            |             | 134         |
| HISTORY MAKER HOMES                 | 1           |            | 102         |            | 40          | 143         |
| KA GREAT MINDS WEST LLC             |             | 1          |             |            |             | 1           |
| KATY 1093 LTD                       |             |            | 1           |            |             | 1           |
| KATY INDEPENDENCE SCHOOL DISTRICT   |             |            |             |            | 1           | 1           |
| KB HOMES                            | 1           |            | 1           | 43         | 125         | 170         |
| LENNAR HOMES                        | 246         |            | 112         | 84         | 106         | 548         |
| LGI HOMES GROUP LLC                 | 1           |            |             |            | 37          | 38          |
| LONG LAKE, LTD                      | 40          |            |             |            | 79          | 119         |
| MILLIS DEVELOPMENT & CONSTRUCTION   | 1           |            |             |            |             | 1           |
| NUWAY HOMES TEXAS LP                | 66          |            | 128         |            | 23          | 217         |
| ONM LIVING                          |             |            | 114         |            |             | 114         |
| PERRY HOMES                         |             |            | 75          |            |             | 75          |
| PULTE HOMES, LP                     |             |            | 291         |            |             | 291         |
| SHAHYAN KAROWADIYA                  |             | 2          |             |            |             | 2           |
| SHEA HOMES HOUSTON LLC              |             |            | 76          |            |             | 76          |
| STARLIGHT HOMES-HOUSTON             | 61          |            |             |            |             | 61          |
| SUNTERRA POA                        | 10          |            | 31          | 6          | 13          | 60          |
| TRICOAST HOMES                      | 1           |            |             |            | 20          | 21          |
| TRIPLE C LANDSCAPES                 |             |            | 3           |            |             | 3           |
| WESTIN HOMES                        | 2           |            | 32          | 23         | 52          | 109         |
| <b>Grand Total</b>                  | <b>618</b>  | <b>4</b>   | <b>1617</b> | <b>451</b> | <b>1011</b> | <b>3701</b> |

**Harris County  
Municipal Utility District No. 569**

**CONFIDENTIAL REPORT**

August 12, 2024

submitted by  
**Municipal District Services, LLC**





COLLECTION ACCOUNTS DETAIL LISTING

| Account | Name/Mailing Addr | Phone | Service | Address | CO-Signer | TDL / Soc.Sec | Conn.Date | Last PD Dte | Last Pmt | Final Dte | Balance | Sec. Dep | Day | Deql |
|---------|-------------------|-------|---------|---------|-----------|---------------|-----------|-------------|----------|-----------|---------|----------|-----|------|
|         |                   |       |         |         |           |               | 02/28/24  |             |          | 04/22/24  | 248.71  | .00      | 120 | Days |
|         |                   |       |         |         |           |               | 12/29/23  |             |          | 04/01/24  | 402.67  | .00      | 120 | Days |
| Totals  | 2                 |       |         |         |           |               |           |             |          |           | 651.38  |          |     |      |

## DELINQUENT LETTER ACCOUNTS LISTING - DUE 08/12/2024

District: 17

HARRIS COUNTY MUD 569

Select Status... Arrears Only

| Account Number | Original Amt. | Arrears Amt. | Total Current | Total Balance | Letter Due   | Deposit      | # Times Delq. + Rent/Own | Total Due Less<br>Deposit (exposure) |
|----------------|---------------|--------------|---------------|---------------|--------------|--------------|--------------------------|--------------------------------------|
| 017-02020-02   | \$ 378.29     | \$ 378.29    | \$ 379.70     | \$ 768.99     | \$ 768.99    | \$ 250.00    | 1 Owner                  | \$ (518.99)                          |
| 017-01698-01   | \$ 500.41     | \$ 500.41    | \$ 104.50     | \$ 615.91     | \$ 615.91    | \$ 250.00    | 2 Owner                  | \$ (365.91)                          |
| 017-00516-01   | \$ 556.22     | \$ 556.22    | \$ 104.50     | \$ 671.72     | \$ 671.72    | \$ 350.00    | 2 Renter                 | \$ (321.72)                          |
| 017-01884-02   | \$ 478.29     | \$ 478.29    | \$ 147.50     | \$ 636.79     | \$ 636.79    | \$ 350.00    | 1 Renter                 | \$ (286.79)                          |
| 017-01702-01   | \$ 389.78     | \$ 389.78    | \$ 130.30     | \$ 531.08     | \$ 531.08    | \$ 250.00    | 1 Owner                  | \$ (281.08)                          |
| 017-01122-01   | \$ 408.95     | \$ 408.95    | \$ 104.50     | \$ 524.45     | \$ 524.45    | \$ 250.00    | 1 Owner                  | \$ (274.45)                          |
| 017-00616-02   | \$ 478.29     | \$ 478.29    | \$ 113.10     | \$ 602.39     | \$ 602.39    | \$ 350.00    | 1 Renter                 | \$ (252.39)                          |
| 017-00012-01   | \$ 382.13     | \$ 382.13    | \$ 104.50     | \$ 497.63     | \$ 497.63    | \$ 250.00    | 1 Owner                  | \$ (247.63)                          |
| 017-00594-01   | \$ 482.13     | \$ 482.13    | \$ 104.50     | \$ 597.63     | \$ 597.63    | \$ 350.00    | 1 Renter                 | \$ (247.63)                          |
| 017-00152-01   | \$ 374.46     | \$ 374.46    | \$ 104.50     | \$ 489.96     | \$ 489.96    | \$ 250.00    | 1 Owner                  | \$ (239.96)                          |
| 017-00534-01   | \$ 366.79     | \$ 366.79    | \$ 104.50     | \$ 482.29     | \$ 482.29    | \$ 250.00    | 1 Owner                  | \$ (232.29)                          |
| 017-00036-01   | \$ 366.79     | \$ 366.79    | \$ 104.50     | \$ 482.29     | \$ 482.29    | \$ 250.00    | 1 Owner                  | \$ (232.29)                          |
| 017-01932-01   | \$ 359.14     | \$ 359.14    | \$ 104.50     | \$ 474.64     | \$ 474.64    | \$ 250.00    | 1 Owner                  | \$ (224.64)                          |
| 017-02048-01   | \$ 451.47     | \$ 451.47    | \$ 104.50     | \$ 566.97     | \$ 566.97    | \$ 350.00    | 1 Renter                 | \$ (216.97)                          |
| 017-00102-01   | \$ 445.73     | \$ 445.73    | \$ 104.50     | \$ 561.23     | \$ 561.23    | \$ 350.00    | 1 Renter                 | \$ (211.23)                          |
| 017-00146-01   | \$ 332.31     | \$ 332.31    | \$ 104.50     | \$ 447.81     | \$ 447.81    | \$ 250.00    | 1 Owner                  | \$ (197.81)                          |
| 017-00532-02   | \$ 424.65     | \$ 424.65    | \$ 104.50     | \$ 540.15     | \$ 540.15    | \$ 350.00    | 1 Renter                 | \$ (190.15)                          |
| 017-00030-01   | \$ 424.65     | \$ 424.65    | \$ 104.50     | \$ 540.15     | \$ 540.15    | \$ 350.00    | 1 Renter                 | \$ (190.15)                          |
| 017-01644-01   | \$ 405.49     | \$ 405.49    | \$ 104.50     | \$ 520.99     | \$ 520.99    | \$ 350.00    | 1 Renter                 | \$ (170.99)                          |
| 017-01650-01   | \$ 374.33     | \$ 374.33    | \$ 126.00     | \$ 511.33     | \$ 511.33    | \$ 350.00    | 3 Renter                 | \$ (161.33)                          |
| 017-00362-01   | \$ 251.90     | \$ 251.90    | \$ 104.50     | \$ 367.40     | \$ 367.40    | \$ 250.00    | 3 Owner                  | \$ (117.40)                          |
| 017-01926-01   | \$ 240.49     | \$ 240.49    | \$ 104.50     | \$ 355.99     | \$ 355.99    | \$ 250.00    | 3 Owner                  | \$ (105.99)                          |
| 017-01900-01   | \$ 196.95     | \$ 196.95    | \$ 104.50     | \$ 312.45     | \$ 312.45    | \$ 250.00    | 4 Owner                  | \$ (62.45)                           |
| 017-00922-01   | \$ 166.98     | \$ 166.98    | \$ 117.40     | \$ 295.38     | \$ 295.38    | \$ 250.00    | 1 Owner                  | \$ (45.38)                           |
| 017-01468-02   | \$ 266.69     | \$ 266.69    | \$ 104.50     | \$ 382.19     | \$ 382.19    | \$ 350.00    | 2 Renter                 | \$ (32.19)                           |
| 017-00306-01   | \$ 119.68     | \$ 119.68    | \$ 130.30     | \$ 260.98     | \$ 260.98    | \$ 250.00    | 1 Owner                  | \$ (10.98)                           |
| 017-01830-02   | \$ 240.48     | \$ 240.48    | \$ 104.50     | \$ 355.98     | \$ 355.98    | \$ 350.00    | 3 Renter                 | \$ (5.98)                            |
| 017-00556-01   | \$ 135.90     | \$ 135.90    | \$ 104.50     | \$ 251.40     | \$ 251.40    | \$ 250.00    | 3 Owner                  | \$ (1.40)                            |
| 017-00352-01   | \$ 125.40     | \$ 125.40    | \$ 108.80     | \$ 245.20     | \$ 245.20    | \$ 250.00    | 3 Owner                  | \$ 4.80                              |
| 017-00666-01   | \$ 125.95     | \$ 125.95    | \$ 104.50     | \$ 241.45     | \$ 241.45    | \$ 250.00    | 2 Owner                  | \$ 8.55                              |
| 017-01910-02   | \$ 206.41     | \$ 206.41    | \$ 121.70     | \$ 339.11     | \$ 339.11    | \$ 350.00    | 3 Renter                 | \$ 10.89                             |
| 017-00446-01   | \$ 119.68     | \$ 119.68    | \$ 104.50     | \$ 235.18     | \$ 235.18    | \$ 250.00    | 1 Owner                  | \$ 14.82                             |
| 017-00588-01   | \$ 114.95     | \$ 114.95    | \$ 108.80     | \$ 234.75     | \$ 234.75    | \$ 250.00    | 4 Owner                  | \$ 15.25                             |
| 017-01000-01   | \$ 114.95     | \$ 114.95    | \$ 108.80     | \$ 234.75     | \$ 234.75    | \$ 250.00    | 1 Owner                  | \$ 15.25                             |
| 017-01850-01   | \$ 114.95     | \$ 114.95    | \$ 104.50     | \$ 230.45     | \$ 230.45    | \$ 250.00    | 1 Owner                  | \$ 19.55                             |
| 017-01734-01   | \$ 114.95     | \$ 114.95    | \$ 104.50     | \$ 230.45     | \$ 230.45    | \$ 250.00    | 2 Owner                  | \$ 19.55                             |
| 017-02084-01   | \$ 114.95     | \$ 114.95    | \$ 104.50     | \$ 230.45     | \$ 230.45    | \$ 250.00    | 1 Owner                  | \$ 19.55                             |
| 017-02014-01   | \$ 114.95     | \$ 114.95    | \$ 104.50     | \$ 230.45     | \$ 230.45    | \$ 250.00    | 1 Owner                  | \$ 19.55                             |
| 017-00508-01   | \$ 114.95     | \$ 114.95    | \$ 104.50     | \$ 230.45     | \$ 230.45    | \$ 250.00    | 1 Owner                  | \$ 19.55                             |
| 017-00624-01   | \$ 114.95     | \$ 114.95    | \$ 104.50     | \$ 230.45     | \$ 230.45    | \$ 250.00    | 2 Owner                  | \$ 19.55                             |
| 017-00398-01   | \$ 114.95     | \$ 114.95    | \$ 104.50     | \$ 230.45     | \$ 230.45    | \$ 250.00    | 2 Owner                  | \$ 19.55                             |
| 017-00376-01   | \$ 103.45     | \$ 103.45    | \$ 104.50     | \$ 218.95     | \$ 218.95    | \$ 250.00    | 2 Owner                  | \$ 31.05                             |
| 017-00660-01   | \$ 102.89     | \$ 102.89    | \$ 104.50     | \$ 218.39     | \$ 218.39    | \$ 250.00    | 1 Owner                  | \$ 31.61                             |
| 017-01848-01   | \$ 75.84      | \$ 75.84     | \$ 104.50     | \$ 191.34     | \$ 191.34    | \$ 250.00    | 2 Owner                  | \$ 58.66                             |
| 017-01842-01   | \$ 161.39     | \$ 161.39    | \$ 104.50     | \$ 276.89     | \$ 276.89    | \$ 350.00    | 4 Renter                 | \$ 73.11                             |
| 017-01224-02   | \$ 134.30     | \$ 134.30    | \$ 126.00     | \$ 271.30     | \$ 271.30    | \$ 350.00    | 3 Renter                 | \$ 78.70                             |
| 017-00338-02   | \$ 119.68     | \$ 119.68    | \$ 104.50     | \$ 235.18     | \$ 235.18    | \$ 350.00    | 3 Renter                 | \$ 114.82                            |
| 017-01864-01   | \$ 115.90     | \$ 115.90    | \$ 104.50     | \$ 231.40     | \$ 231.40    | \$ 350.00    | 3 Renter                 | \$ 118.60                            |
| 017-00502-01   | \$ 114.95     | \$ 114.95    | \$ 104.50     | \$ 230.45     | \$ 230.45    | \$ 350.00    | 1 Renter                 | \$ 119.55                            |
| 017-00608-02   | \$ 114.95     | \$ 114.95    | \$ 104.50     | \$ 230.45     | \$ 230.45    | \$ 350.00    | 2 Renter                 | \$ 119.55                            |
| 017-01892-01   | \$ 114.41     | \$ 600.41    | \$ 104.50     | \$ 229.91     | \$ 229.91    | \$ 350.00    | 2 Renter                 | \$ 120.09                            |
| 017-00634-01   | \$ 110.16     | \$ 110.16    | \$ 104.50     | \$ 225.66     | \$ 225.66    | \$ 350.00    | 2 Renter                 | \$ 124.34                            |
| 017-01840-02   | \$ 73.66      | \$ 73.66     | \$ 104.50     | \$ 189.16     | \$ 189.16    | \$ 350.00    | 2 Renter                 | \$ 160.84                            |
|                | \$ 12,952.94  | \$ 13,438.94 | \$ 6,002.90   | \$ 19,538.84  | \$ 19,538.84 | \$ 15,450.00 |                          | \$ (4,088.84)                        |

Items Count:

53

# **EXHIBIT K**



2322 W. Grand Parkway N, Suite 150  
Katy, Texas 77449  
Tel: 713.777.5337  
www.quiddity.com

August 12, 2024

Board of Directors  
Harris County Municipal Utility District No. 569  
Schwartz, Page & Harding, L.L.P.  
1300 Post Oak Boulevard, Suite 2500  
Houston, Texas 77056

Re: Engineering Report  
Board Meeting of August 12, 2024

Dear Directors:

This report summarizes our activities during the past month:

9a. Authorizing the design, advertisement for bids and/or award of the construction contracts or concurrence in the award of a contract for the construction of water, sanitary sewer, drainage, and/or paving facilities within the District, and authorize acceptance of a Texas Ethics Commission ("TEC") Form 1295, including:

a) **Nothing to report.**

9b. Status of construction contracts, including the approval of any pay estimates, change orders and/or acceptance of facilities for operation and maintenance purposes, and authorize acceptance of TEC Form 1295:

**a) Sunterra Section 45 WS&D Facilities:**

WS&D Original Contract Amount – \$1,131,062.76

Pay Estimate No. 3: \$78,490.57

**WS&D Revised Contract Amount - \$1,200,674.18**

Change Order No. 3: \$2,000.00

WS&D Contractor: Gonzalez Construction

- i. Contractor is substantially complete and awaiting Harris County inspections.
- ii. We did not receive a pay estimate this month.

**Action Item: None**

**b) Sunterra Section 45 Paving Facilities:**

Paving Original Contract Amount – \$1,121,906.63

Pay Estimate No. 4: \$35,179.06

**Paving Revised Contract Amount - \$1,119,435.32**

Change Order No. 1: -\$2,471.31

Paving Contractor: Durwood Greene Construction Co.

- i. Contractor is substantially complete and awaiting Harris County inspections.
- ii. We did not receive a pay estimate this month.

**Action Item: None**



**c) Sunterra Section 51 WS&D Facilities:**

WS&D Original Contract Amount – \$445,198.00

Pay Estimate No. 2: \$39,825.00

WS&D Revised Contract Amount - \$

Change Order No. 1: \$

WS&D Contractor: TexaSite, LLC

- i. Contractor is complete. Awaiting acceptance by Harris County.

**Action Item: None**

**d) Sunterra Section 51 Paving Facilities:**

Paving Original Contract Amount – \$617,003.50

Pay Estimate No. 3: \$42,219.92

Paving Revised Contract Amount - \$

Change Order No. 1: \$

Paving Contractor: A&M Contractors, Inc.

- i. Contractor is complete. Awaiting acceptance by Harris County.

**Action Item: None**

**e) Sunterra Section 52 WS&D Facilities:**

WS&D Original Contract Amount – \$447,164.00

Pay Estimate No. 1: \$377,743.50

WS&D Revised Contract Amount - \$

Change Order No. 1: \$

WS&D Contractor: TexaSite, LLC

- i. Contractor is complete. Awaiting acceptance by Harris County.

**Action Item: None**

**f) Sunterra Section 52 Paving Facilities:**

Paving Original Contract Amount – \$684,481.00

Pay Estimate No. 5: \$47,464.08

Paving Revised Contract Amount - \$

Change Order No. 1: -\$91,179.98

Paving Contractor: A&M Contractors, Inc.

- i. Contractor is complete. Awaiting acceptance by Harris County.

**Action Item: None**

**g) Sunterra Section 57 WS&D Facilities:**

WS&D Original Contract Amount – \$1,203,342.86

Pay Estimate No. 2: \$36,235.35

WS&D Revised Contract Amount - \$

Change Order No. 1: \$

WS&D Contractor: Gonzalez Construction Enterprises, Inc.

- i. Contractor is complete. Awaiting inspection by Harris County.  
ii. We will present Pay Estimate No. 3 in the amount of \$985.50 for the Board's approval.

**Action Item: Approval of Pay Estimate No. 3**

**h) Sunterra Section 57 Paving Facilities:**

Paving Original Contract Amount – \$659,000.00

Pay Estimate No. 3: \$66,282.17

Paving Revised Contract Amount - \$636,887.15

Change Order No. 1: -\$22,112.85

Paving Contractor: Daco Paving, Inc.

- i. Contractor is complete. Awaiting inspection by Harris County.

**Action Item: None**





# QUIDDITY

**i) Sunterra Section 58 WS&D Facilities:**

WS&D Original Contract Amount – \$1,198,609.76

Pay Estimate No. 3: \$47,892.35

**WS&D Revised Contract Amount - \$**

Change Order No. 1: \$

WS&D Contractor: Principal Services, Ltd.

- i. Contractor is complete. Awaiting inspection by Harris County.

**Action Item: None**

**j) Sunterra Section 58 Paving Facilities:**

Paving Original Contract Amount – \$1,002,000.00

Pay Estimate No. 4: \$42,853.93

**Paving Revised Contract Amount - \$963,404.07**

Change Order No. 1: \$-38,595.93

Paving Contractor: Daco Paving, Inc.

- i. Contractor is complete. Awaiting inspection by Harris County.

**Action Item: None**

**k) Sunterra Section 59 WS&D Facilities:**

WS&D Original Contract Amount – \$829,584.45

Pay Estimate No. 2: \$40,549.80

**WS&D Revised Contract Amount - \$**

Change Order No. 1: \$

WS&D Contractor: Principal Services, Ltd.

- i. Contractor is complete. Awaiting inspection by Harris County.

**Action Item: None**

**l) Sunterra Section 59 Paving Facilities:**

Paving Original Contract Amount - \$750,247.98

Pay Estimate No. 2: \$631,507.82

**Paving Revised Contract Amount - \$727,739.13**

Change Order No. 1: \$-22,508.85

Paving Contractor: De Crosta Construction, LLC

- i. Contractor is complete. Awaiting inspection by Harris County.

**Action Item: None**

**m) Sunterra Section 60 WS&D Facilities:**

WS&D Original Contract Amount – \$845,482.90

Pay Estimate No. 2: \$470,790.58

**WS&D Revised Contract Amount - \$**

Change Order No. 1: \$

WS&D Contractor: Blazey Construction Services, LLC

- i. Contractor is complete. Awaiting inspection by Harris County.

- ii. We will present Pay Estimate No. 3 in the amount of \$81,947.31 for the Board's approval.

**Action Item: Approval of Pay Estimate No. 3**

**n) Sunterra Section 60 Paving Facilities:**

Paving Original Contract Amount - \$647,165.69

Pay Estimate No. 3: \$298,189.47

**Paving Revised Contract Amount - \$**

Change Order No. 1: \$

Paving Contractor: Allgood Construction Company, LLC

- i. Contractor is complete. Awaiting inspection by Harris County.

- ii. We will present Pay Estimate No. 4 in the amount of \$18,921.49 for the Board's approval.

**Action Item: Approval of Pay Estimate No. 4**



**o) Sunterra Section 61 WS&D Facilities:**

WS&D Original Contract Amount – \$728,270.20

Pay Estimate No. 3: \$51,402.96

**WS&D Revised Contract Amount - \$**

Change Order No. 1: \$

WS&D Contractor: A&M Contractors, Inc

- i. Contractor is complete with second stage utilities and testing.

**Action Item: None**

**p) Sunterra Section 61 Paving Facilities:**

Paving Original Contract Amount - \$531,374.98

Pay Estimate No. 3: \$27,440.05

**Paving Revised Contract Amount - \$**

Change Order No. 1: \$

Paving Contractor: Allgood Construction Company, LLC

- i. Contractor is complete. Awaiting inspection by Harris County.
- ii. We will present Pay Estimate No. 4 in the amount of \$2,620.95 for the Board's approval.

**Action Item: Approval of Pay Estimate No. 4**

**q) Sunterra Section 62 WS&D Facilities:**

WS&D Original Contract Amount – \$1,624,000.00

Pay Estimate No. 3: \$134,797.59

**WS&D Revised Contract Amount - \$**

Change Order No. 1: \$

WS&D Contractor: Fellers & Clark, LP

- i. Contractor is complete. Awaiting inspection by Harris County.

**Action Item: None**

**r) Sunterra Section 62 Paving Facilities:**

Paving Original Contract Amount - \$1,402,468.41

Pay Estimate No. 2: \$1,187,548.81

**Paving Revised Contract Amount - \$**

Change Order No. 1: \$

Paving Contractor: De Crosta Construction, LLC

- i. Contractor is complete. Awaiting inspection by Harris County.

**Action Item: None**

**s) Sunterra Section 63 & 64 WS&D Facilities:**

WS&D Original Contract Amount – \$1,282,675.20

Pay Estimate No. 1: \$1,036,822.50

**WS&D Revised Contract Amount - \$**

Change Order No. 1: \$

WS&D Contractor: Texasite, LLC

- i. Contractor is complete with first stage utilities.

**Action Item: None**





**t) Sunterra Section 63 & 64 Paving Facilities:**

Paving Original Contract Amount - \$1,116,708.03

Pay Estimate No. 1: \$36,067.50

**Paving Revised Contract Amount - \$**

Change Order No. 1: \$

Paving Contractor: Allgood Construction Company, Inc.

- i. Contractor is cutting and stabilizing streets.
- ii. We will present Pay Estimate No. 2 in the amount of \$36,304.70 for the Board's approval.
- iii. We present Change Order No. 1 for adjustments of quantities per recommendations from the bid and quantity verification in the amount of -56,434.71.

**Action Item: Approval of Pay Estimate No. 2 and Change Order No. 1**

9c. Acceptance of site and/or easement conveyances for facilities constructed or to be constructed for the District:

- a) **Special Warranty Deed conveying recreational sites to the District**

9d. Review and approval of Stormwater Quality Management Plans related to construction Contracts.

- a) **None at this time.**

9e. Status of acceptance by Harris County of Streets for maintenance; authorize any action required in connection therewith.

- a) **Sunterra Sec 35:** 1-year inspection has been requested.
- b) **Sunterra Sec 37:** 1-year punchlist has been addressed and reinspection was requested.

9f. Status of the Summary of Costs for Series 2025 WS&D Bonds and BAN and 2024 Road Bond.

- a) **2024 Road Bond:** Summary of Cost is complete and reviewed. The final SOC is attached.
- b) **2025 WS&D Bond w/ BAN:** We have begun preparing the draft Summary of Cost and bond report. We are awaiting final bond values to complete the full draft.

Should you have any questions or need any additional information, please call.

Sincerely,

Blair M. Bozoarh, PE

Enclosures

cc/enc: Ms. Christina Cole—Schwart, Page & Harding, L.L.P.

BMB/

K:\17166\17166-0900-00 HCMUD No. 569 General Consultation- 2021\Meeting Files\Status Reports\2024\08 - August\HARRIS COUNTY MUD NO. 569 ENGINEERING REPORT.docx





SUMMARY OF COST  
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT No. 569  
ROAD BOND ISSUE No. 2 - \$8,855,000  
BOND APPLICATION  
SERIES 2024

| <u>Construction Costs</u>                         | <u>District Share</u>       |
|---------------------------------------------------|-----------------------------|
| A. District Items                                 |                             |
| 1. Sunterra Sec 33 & 38 Paving                    |                             |
| Construction                                      | \$ 1,201,847                |
| Engineering and Testing                           | \$ 126,757                  |
| 2. Sunterra Sec 35 Paving                         |                             |
| Construction                                      | \$ 1,408,166                |
| Engineering and Testing                           | \$ 141,221                  |
| 3. Sunterra Sec 36 Paving                         |                             |
| Construction                                      | \$ 1,395,032                |
| Engineering and Testing                           | \$ 139,197                  |
| 4. Sunterra Sec 40 Paving                         |                             |
| Construction                                      | \$ 1,000,159 <sup>(1)</sup> |
| Engineering and Testing                           | \$ 98,126                   |
| 5. Sunterra Sec 57 Paving                         |                             |
| Construction                                      | \$ 413,977 <sup>(2)</sup>   |
| 6. Land Cost for Right of Way (Includes Interest) | \$ 1,240,309 <sup>(3)</sup> |
| <b>Total District Contribution Items</b>          | <b>\$ 7,164,790</b>         |
| <b>TOTAL CONSTRUCTION COSTS (78.27% of BIR)</b>   | <b>\$ 7,164,790</b>         |
| <u>Nonconstruction Costs</u>                      |                             |
| A. Legal Fees                                     | \$ 231,375                  |
| B. Fiscal Agent Fees                              | 177,100                     |
| C. Interest                                       |                             |
| 1. Developer Interest (4.75%)                     | 534,780                     |
| 2. Capitalized Interest - 12 Months (4.75%)       | 420,613                     |
| D. Bond Discount (3%)                             | 265,650                     |
| E. Bond Issuance Expense                          | 31,337                      |
| F. Engineering Fees                               | 20,500                      |
| G. Attorney General's Fee (0.10%)                 | 8,855                       |



# QUIDDITY

**TOTAL NONCONSTRUCTION COSTS (21.73% of BIR)**

**\$ 1,690,210**

**TOTAL BOND ISSUE REQUIREMENT (BIR)**

**\$ 8,855,000**

**Notes:**

<sup>(1)</sup> 95.50% of the total is proposed to be reimbursed in this bond issue. The remaining 4.50% of total was reimbursed in Road Bond Issue No. 1.

<sup>(2)</sup> 65.00% of the total is proposed to be reimbursed in this bond issue. The remaining 35.00% of total construction cost and 100% of Engineering & Testing will be reimbursed in future bond issue.

<sup>(3)</sup> The land cost for Sunterra Sec 35, 36, 40, 57, & 58 ROW and associated interest is included.

# **EXHIBIT L**

**Exhibit A**  
**Facilities**

Restricted Reserves "A" and "B", of Sunterra Section 33, a subdivision in Harris County, Texas, according to the map or plat thereof recorded at Film Code No. 701353 of the Map Records of Harris County, Texas.

Restricted Reserves "A", "B", and "D" of Sunterra Section 35, a subdivision in Harris County, Texas, according to the map or plat thereof recorded at Film Code No. 701636 of the Map Records of Harris County, Texas.

Restricted Reserves "A", "B", "C", "D", "E", "F", and "H", Block One (1), of Sunterra Section 36, a subdivision in Harris County, Texas, according to the map or plat thereof recorded at Film Code No. 701639 of the Map Records of Harris County, Texas.

Restricted Reserves "A", "B", "C", "D", "E" and "F", of Sunterra Section 37, a subdivision in Harris County, Texas, according to the map or plat thereof recorded at Film Code No. 701145 of the Map Records of Harris County, Texas.

Restricted Reserves "A", "B", "C" and "D", of Sunterra Section 39, a subdivision in Harris County, Texas, according to the map or plat thereof recorded at Film Code No. 701154 of the Map Records of Harris County, Texas.

Restricted Reserves "A", "B", "C", "D", "E", "F" and "G", of Sunterra Section 40, a subdivision in Harris County, Texas, according to the map or plat thereof recorded at Film Code No. 701148 of the Map Records of Harris County, Texas.

Restricted Reserves "A" and "B", of Sunterra Section 41, a subdivision in Harris County, Texas, according to the map or plat thereof recorded at Film Code No. 701157 of the Map Records of Harris County, Texas.

Restricted Reserves "A" and "C", Block One (1), of Sunterra Section 42, a subdivision in Harris County, Texas, according to the map or plat thereof recorded at Film Code No. 701630 of the Map Records of Harris County, Texas.

Restricted Reserves "A" and "B", of Sunterra Section 43, a subdivision in Harris County Texas, according to the map or plat thereof recorded at Film Code No. 701633 of the Map Records of Harris County, Texas.

Restricted Reserves "A", "C" and "E", of Sunterra Section 44, a subdivision in Harris County Texas, according to the map or plat thereof recorded at Film Code No. 701642 of the Map Records of Harris County, Texas.

Restricted Reserves "A", "B", "C", "E", and "F", of Sunterra Section 45, a subdivision in Harris County Texas, according to the map or plat thereof recorded at Film Code No. 707295 of the Map Records of Harris County, Texas.

Restricted Reserves "A" and "B", of Sunterra Section 51, a subdivision in Harris County Texas, according to the map or plat thereof recorded at Film Code No. 707299 of the Map Records of Harris County, Texas.

Restricted Reserves "A" and "B", of Sunterra Section 52, a subdivision in Harris County Texas, according to the map or plat thereof recorded at Film Code No. 707302 of the Map Records of Harris County, Texas.

Restricted Reserve "A", of Sunterra Section 57, a subdivision in Harris County Texas, according to the map or plat thereof recorded at Film Code No. 708181 of the Map Records of Harris County, Texas.

Restricted Reserves "A", "B", "C", and "D", of Sunterra Section 58, a subdivision in Harris County Texas, according to the map or plat thereof recorded at Film Code No. 708184 of the Map Records of Harris County, Texas.

Restricted Reserves "C", "D", and "E", of Sunterra Section 59, a subdivision in Harris County Texas, according to the map or plat thereof recorded at Film Code No. 708187 of the Map Records of Harris County, Texas.

Restricted Reserves "C", "D", "E", "F", and "G", of Sunterra Section 60, a subdivision in Harris County Texas, according to the map or plat thereof recorded at Film Code No. 708190 of the Map Records of Harris County, Texas.

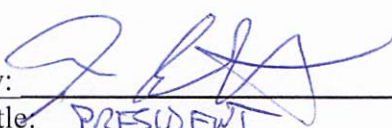
Restricted Reserves "B", of Sunterra Section 61, a subdivision in Harris County Texas, according to the map or plat thereof recorded at Film Code No. 708193 of the Map Records of Harris County, Texas.

Restricted Reserves "A", "B", "C", "E", "F", "G", "H", "I", and "J", of Sunterra Section 62, a subdivision in Harris County Texas, according to the map or plat thereof recorded at Film Code No. 708467 of the Map Records of Harris County, Texas.

Restricted Reserves "B", and "C", of Sunterra Section 63, a subdivision in Harris County Texas, according to the map or plat thereof recorded at Film Code No. 708196 of the Map Records of Harris County, Texas.

Restricted Reserves "C", "D", and "E", of Sunterra – Recreation Center and Street Dedication, a subdivision in Harris County Texas, according to the map or plat thereof recorded at Film Code No. 708178 of the Map Records of Harris County, Texas.

AGREED to and accepted, to be effective the 12th day of August, 2024.

|                                                                                       |  |                                               |
|---------------------------------------------------------------------------------------|--|-----------------------------------------------|
| HARRIS COUNTY MUNICIPAL<br>UTILITY DISTRICT NO. 569                                   |  | SUNTERRA PROPERTY OWNERS<br>ASSOCIATION, INC. |
| By:  |  | By: _____                                     |
| Title: <u>PRESIDENT</u><br>Board of Directors                                         |  | Title: _____                                  |

AGREED to and accepted, to be effective the 12th day of August, 2024.

|                                                     |  |                                                                                        |
|-----------------------------------------------------|--|----------------------------------------------------------------------------------------|
| HARRIS COUNTY MUNICIPAL<br>UTILITY DISTRICT NO. 569 |  | SUNTERRA PROPERTY OWNERS<br>ASSOCIATION, INC.                                          |
| By:                                                 |  | By:  |
| Title: _____<br>Board of Directors                  |  | Title: <u>President</u>                                                                |

# **EXHIBIT M**



**Harris County MUD 569**

| Inspection Date | Section # | Total Inspected | Total Out of Compliance | Builders Out of Compliance per Section |
|-----------------|-----------|-----------------|-------------------------|----------------------------------------|
| 7/15/2024       | 33        | 0               | 0                       | Open Lots                              |
| 7/22/2024       | 33        | 0               | 0                       | Open Lots                              |
| 7/29/2024       | 33        | 0               | 0                       | Open Lots                              |
| 8/5/2024        | 33        | 0               | 0                       | Open Lots                              |
| 7/15/2024       | 35        | 2               | 0                       |                                        |
| 7/22/2024       | 35        | 2               | 0                       |                                        |
| 7/29/2024       | 35        | 3               | 0                       |                                        |
| 8/5/2024        | 35        | 6               | 0                       |                                        |
| 7/15/2024       | 36        | 9               | 6                       | Gehan (6)                              |
| 7/22/2024       | 36        | 7               | 3                       | Gehan (3)                              |
| 7/29/2024       | 36        | 8               | 3                       | Gehan (3)                              |
| 8/5/2024        | 36        | 8               | 4                       | Gehan (4)                              |
| 7/15/2024       | 38        | 15              | 8                       | Long Lake (7) Nuway (1)                |
| 7/22/2024       | 38        | 13              | 3                       | Long Lake (3)                          |
| 7/29/2024       | 38        | 12              | 6                       | Long Lake (6)                          |
| 8/5/2024        | 38        | 12              | 2                       | Long Lake (2)                          |
| 7/15/2024       | 39        | 16              | 2                       | Lennar (2)                             |
| 7/22/2024       | 39        | 15              | 0                       |                                        |
| 7/29/2024       | 39        | 14              | 4                       | Lennar (4)                             |
| 8/5/2024        | 39        | 9               | 1                       | Lennar (1)                             |
| 7/15/2024       | 40        | 8               | 5                       | CastleRock (5)                         |
| 7/22/2024       | 40        | 5               | 3                       | CastleRock (3)                         |
| 7/29/2024       | 40        | 4               | 3                       | CastleRock (3)                         |
| 8/5/2024        | 40        | 4               | 3                       | CastleRock (3)                         |
| 7/15/2024       | 42        | 8               | 3                       | Beazer (3)                             |
| 7/22/2024       | 42        | 8               | 6                       | Beazer (6)                             |
| 7/29/2024       | 42        | 7               | 4                       | Beazer (4)                             |
| 8/5/2024        | 42        | 11              | 4                       | Beazer (4)                             |
| 7/15/2024       | 43        | 7               | 5                       | Beazer (5)                             |
| 7/22/2024       | 43        | 8               | 3                       | Beazer (3)                             |
| 7/29/2024       | 43        | 8               | 4                       | Beazer (4)                             |
| 8/5/2024        | 43        | 7               | 0                       |                                        |
| 7/15/2024       | 44        | 10              | 5                       | Beazer (5)                             |
| 7/22/2024       | 44        | 10              | 3                       | Beazer (3)                             |
| 7/29/2024       | 44        | 8               | 2                       | Beazer (2)                             |
| 8/5/2024        | 44        | 8               | 3                       | Beazer (3)                             |
| 7/15/2024       | 45        | 0               | 0                       | Open Lots                              |
| 7/22/2024       | 45        | 0               | 0                       | Open Lots                              |
| 7/29/2024       | 45        | 0               | 0                       | Open Lots                              |
| 8/5/2024        | 45        | 0               | 0                       | Open Lots                              |



## Turn-Key Stormwater Management

### Harris County MUD 569

| Inspection Date | Section # | Total Inspected | Total Out of Compliance | Builders Out of Compliance per Section |
|-----------------|-----------|-----------------|-------------------------|----------------------------------------|
| 7/15/2024       | 51        | 0               | 0                       | Open Lots                              |
| 7/22/2024       | 51        | 0               | 0                       | Open Lots                              |
| 7/29/2024       | 51        | 0               | 0                       | Open Lots                              |
| 8/5/2024        | 51        | 0               | 0                       | Open Lots                              |
| 7/15/2024       | 52        | 0               | 0                       | Open Lots                              |
| 7/22/2024       | 52        | 0               | 0                       | Open Lots                              |
| 7/29/2024       | 52        | 0               | 0                       | Open Lots                              |
| 8/5/2024        | 52        | 0               | 0                       | Open Lots                              |

# SWPPP Inspections Harris County MUD 569

Sunterra Subdivision  
Inspection Photo's  
August 2024 MUD Meeting

Colin Walton, QCIS  
Silt Solutions Inc.  
8906 Cresting Ridge Dr  
Richmond, TX 77406  
[colin@siltsolutionsinc.com](mailto:colin@siltsolutionsinc.com)  
713-295-0274 cell





Sec 35 Blk 2 Lot 13



Sec 35 Blk 2 Lot 19



Sec 36 Blk 1 Lot 12



Sec 38 Blk 1 Lot 32





Sec 38 Blk 1 Lot 33



Sec 39 Blk 3 Lot 23



Sec 40 Blk 3 Lot 19



Sec 40 Blk 3 Lot 20





Sec 43 Blk 2 Lot 22



Sec 43 Blk 2 Lot 23





Sec 44 Blk 5 Lot 6



Sec 44 Blk 5 Lot 9



Sec 51 Blk 1 Lot 18



Sec 51 Blk 1 Lot 20



# **EXHIBIT N**



**Harris County Municipal Utility District No. 569**

Landscape Architect's Report

August 12, 2024

Landscape Architecture matters, including the following:

- A. Request permission to authorize design/documentation phase, as appropriate, for the following construction projects:
- i. **None.**
- B. Approve plans and specifications and authorize advertisement for bids for the following construction projects:
- i. **None.**
- C. Review bids and award contracts, as appropriate, for the following construction projects:
- i. **Sunterra Phase 7 Package 2A & 2B Sections 59 - 61 Landscape Improvements**
- D. Approve Pay Estimates, change orders, and/or final acceptance, as appropriate, for the following construction projects:
- Phase 6 Pkg 1: Section 42, 43 Landscape Improvements – Hardscape. Project was awarded 9/11/2023 to A Group Construction. MUD contract executed 9/11/23, NTP issued 11/17/23. The package scope is complete. **No Action.**
  - Phase 6 Pkg 1: Section 42, 43 Landscape Improvements - Softscape. Project was awarded 09/11/2023 to Strickscapes. MUD executed contract 10/9/23, NTP issued 11/17/23. **Pay Application #6 & #7.**

| Item                      | Amount              | Notes             |
|---------------------------|---------------------|-------------------|
| <i>Original Contract</i>  | \$ 484,484.36       | <i>Comment(s)</i> |
| Pay Application #1        | \$ 15,288.47        | 11/17/23          |
| Change Order #1           | \$ 33,387.15        | 2/19/24           |
| Change Order #2           | \$ 32,111.16        | 2/29/24           |
| Pay Application #2        | \$ 431,833.31       | 02/29/2024        |
| Change Order #3           | \$ 27,808.88        | 03/05/2024        |
| Pay Application #3        | \$ 37,990.75        | 03/29/2024        |
| Change Order #4           | \$ 16,358.51        | 03/19/2024        |
| Pay Application #4        | \$ 43,041.24        | 05/09/2024        |
| Pay Application #5        | \$ 3,290.60         | 06/05/2024        |
| <b>Pay Application #6</b> | <b>\$ 3,290.68</b>  | <b>07/03/2024</b> |
| <b>Pay Application #7</b> | <b>\$ 59,415.01</b> | <b>07/24/2024</b> |
| <hr/>                     |                     |                   |
| Current Contract Value    | \$ 594,150.06       |                   |
| Balance to Finish         | \$ 0.00             | <b>07/24/2024</b> |

- Phase 6 Pkg 2: Section 35-36 & 44 Landscape Improvements – Hardscape. Project was awarded 10/25/2023 to DL Meachum. MUD contract executed 12/15/2023, NTP issued 1/30/24. **Approve Change Order #4.**

| Item                     | Amount                | Notes             |
|--------------------------|-----------------------|-------------------|
| <i>Original Contract</i> | \$ 355,826.75         | <i>Comment(s)</i> |
| Change Order #1          | \$ 1,832.00           | 2/16/24           |
| Pay Application #1       | \$ 247,430.83         | 2/28/24           |
| Change Order #2          | \$ 31,872.80          | 03/18/2024        |
| Pay Application #2       | \$ 42,809.64          | 03/25/2024        |
| Pay Application #3       | \$ 24,658.02          | 04/24/2024        |
| Change Order #3          | \$ 2,650.50           | 04/05/2024        |
| Change Order #4          | \$ 29,686.00          | 04/29/2024        |
| Pay Application #4       | \$ 16,069.35          | 04/27/2024        |
| <b>Change Order #4</b>   | <b>\$ (16,163.00)</b> | <b>07/24/2024</b> |
| <hr/>                    |                       |                   |
| Current Contract Value   | \$ 376,019.05         |                   |
| Balance to Finish        | \$ 61,214.21          |                   |

- Phase 6 Pkg 2: Section 35-36 & 44 Landscape Improvements - Softscape. Project was awarded 10/25/2023 to Strickscapes. MUD contract executed 12/18/2023, NTP issued 11/17/23. **No Action.**

| Item                     | Amount          | Notes             |
|--------------------------|-----------------|-------------------|
| <i>Original Contract</i> | \$ 961,108.33   | <i>Comment(s)</i> |
| Pay Application #1       | \$ 13,638.20    | 11/16/23          |
| Pay Application #2       | \$ 280,084.29   | 2/29/24           |
| Pay Application #3       | \$ 138,684.78   | 03/29/2024        |
| Change Order #1          | \$ 205,578.17   | 04/12/2024        |
| Pay Application #4       | \$ 309,107.46   | 05/09/2024        |
| <hr/>                    |                 |                   |
| Current Contract Value   | \$ 1,166,686.50 |                   |
| Balance to Finish        | \$ 425,171.77   |                   |

- Phase 6 Pkg 3: Section 45 & 51-52 Landscape Improvements – Softscape & Hardscape. Project was awarded 10/25/2023 to Strickscapes. MUD contract executed 12/20/2023, NTP issued 11/17/23. **No Action.**

| Item                   | Amount          | Notes      |
|------------------------|-----------------|------------|
| Original Contract      | \$ 1,371,638.33 | Comment(s) |
| Pay Application #1     | \$ 19,127.65    | 11/17/2023 |
| Pay Application #2     | \$ 90,869.69    |            |
| Pay Application #3     | \$ 36,619.43    | 03/29/2024 |
| Change Order #1        | \$ 303,818.54   | 04/24/2024 |
| Pay Application #4     | \$ 694,096.28   | 05/09/2024 |
| Pay Application #5     | \$ 214,756.35   | 06/05/2024 |
| Current Contract Value | \$ 1,675,456.87 |            |
| Balance to Finish      | \$ 619,987.48   |            |

**Proposed Action Items:**

- Review bids and award contracts, as appropriate, for the following construction projects: **Sunterra Phase 7 Package 2A & 2B Sections 59 - 61 Landscape Improvements**
- Phase 6 Pkg 1: Section 42, 43 Landscape Improvements - Softscape. Project was awarded 09/11/2023 to Strickscapes. MUD executed contract 10/9/23, NTP issued 11/17/23. **Pay Application #6 & #7.**
- Phase 6 Pkg 2: Section 35-36 & 44 Landscape Improvements – Hardscape. Project was awarded 10/25/2023 to DL Meachum. MUD contract executed 12/15/2023, NTP issued 1/30/24. **Approve Change Order #4.**

Sincerely,



**Kaitlynn Richter**  
Project Manager

# **EXHIBIT O**



## **Harris County Municipal Utility District No. 569**

### **Landscape Architect Report**

**August 12, 2024 @ 1:00 pm**

**13. Landscape Architect Report, including:**

**b. Status of construction contracts, including the approval of any pay estimates and/or change orders and authorize acceptance of TEC Form 1295; and**

**i. Sunterra Recreation Center Facility; (KGADD# 299-22-180) LH**

**Contractor: Millis**

**Notice to Proceed: 05/22/23**

**Original Contract Amount: \$8,013,337.95**

**Contract Days: (360)**

**Substantial Completion: 07/03/24\***

**Maintenance Period: (4) months**

Previous Pay Applications Approved

|                     |              |                     |              |
|---------------------|--------------|---------------------|--------------|
| Pay Application #1  | \$332,330.66 | Pay Application #7  | \$580,860.04 |
| Pay Application #2  | \$373,630.36 | Pay Application #8  | \$634,533.29 |
| Pay Application #3  | \$791,340.87 | Pay Application #9  | \$556,798.72 |
| Pay Application #4  | \$496,345.07 | Pay Application #10 | \$633,207.29 |
| Pay Application #5  | \$646,532.90 | Pay Application #11 | \$386,688.82 |
| Pay Application #6  | \$539,745.37 | Pay Application #12 | \$850,852.49 |
| Pay Application #13 | \$615,179.86 |                     |              |
| Pay Application #14 | \$ 25,720.71 |                     |              |

Previous Change Orders Approved

|                  |                                                              |
|------------------|--------------------------------------------------------------|
| Change Order #1  | \$78,812.16 (Civil work scope changes, addt'l sidewalk)      |
| Change Order #2  | \$23,162.69 (Electrical changes)                             |
| Change Order #3  | \$19,771.96 (additional 2" HDPE conduit for data sleeves)    |
| Change Order #4  | \$26,705.61 (water meter upsize from 2" to 3")               |
| Change Order #5  | \$10,328.18 (electrical modification to upgrade the Tap Box) |
| Change Order #6  | \$18,735.07 (Additional Conduit)                             |
| Change Order #7  | \$6,764.79 (fire lane concrete thickened)                    |
| Change Order #8  | \$42,815.45 (added canopy & roof for water slide structure)  |
| Change Order #9  | \$3,319.49 (bore for electrical at relocated entry monument) |
| Change Order #10 | \$54,562.17 (sod at dog park, add wax myrtles)               |
| Change Order #11 | \$29,753.21 (sod, Wax Myrtles, tubular steel fence, gates)   |

Current Pay Applications Recommended for Board Approval

Pay Application #15 \$414,653.69

Current Change Orders Recommended for Board Approval

None

Job Status

- Project is in Maintenance Period.

## APPLICATION AND CERTIFICATION FOR PAYMENT

Lacy

AIA DOCUMENT G702

PAGE 1 of 2

TO OWNER: HARRIS COUNTY MUD NO 569  
Astro Sunterra LP

PROJECT: Sunterra Recreation Center Facility  
Katy, TX 77493

APPLICATION NO: 15 - Partial RET

Distribution to:

MDC Job No.: 2312  
KGADD #: 299-22-180

APPLICATION DATE: 7/22/2024

PERIOD TO: 7/22/2024

FROM CONTRACTOR: Millis Development & Construction, LLC  
931 Pheasant Valley Drive, Suite 200  
Missouri City, TX 77489

VIA ARCHITECT: KGA-DeForest Design, LLC  
24275 Katy Freeway, Suite 300  
Katy, Texas 77494

CONTRACT FOR: New Construction

CONTRACT DATE: March 13, 2023

☒ OWNER  
☒ ARCHITECT  
☒ CONTRACTOR

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 8,013,337.95

2. Net Change by Change Orders \$ 314,730.78

3. CONTRACT SUM TO DATE (LINE 1 + 2) \$ 8,328,068.73

4. TOTAL COMPLETED & STORED TO DATE \$ 8,293,073.84  
(Column G on G703)

5. RETAINAGE:

a. 5 % of Completed Work \$ 414,653.69  
(Column D + E on G703)

b. 5 % of Stored Material \$ -  
(Column F on G703)

Total Retainage (Lines 5a + 5b or  
Total in Column I of G703) \$ 414,653.69

6. TOTAL EARNED LESS RETAINAGE \$ 7,878,420.15  
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 7,463,766.45  
(Line 6 from Prior Certificate)

8. CURRENT PAYMENT DUE \$ 414,653.69

9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 Less Line 6) \$ 449,648.58

| CHANGE ORDER SUMMARY                               | ADDITIONS     | DEDUCTIONS    |
|----------------------------------------------------|---------------|---------------|
| Total changes approved in previous months by Owner | \$ 284,977.57 | \$ -          |
| Total approved this Month                          | \$ 29,753.21  | \$ -          |
| TOTALS                                             | \$ 314,730.78 | \$ -          |
| NET CHANGES by Change Order                        |               | \$ 314,730.78 |

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

CONTRACTOR: Millis Development &amp; Construction, LLC.

By: Richard Baca Project Manager

Date: 7/22/2024

State of: Texas  
County of: Fort Bend  
Subscribed and sworn to before me on:  
Notary Public:  
My Commission expires:



## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 414,653.69

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

ARCHITECT:

By: Lacy Hamilton Date: 07/25/2024

29753.21 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



| CONTINUATION SHEET                                                          |                                                              |      |         |               |               |                |                                           |                  |             |                            |                                    |           |                   |
|-----------------------------------------------------------------------------|--------------------------------------------------------------|------|---------|---------------|---------------|----------------|-------------------------------------------|------------------|-------------|----------------------------|------------------------------------|-----------|-------------------|
| AIA DOCUMENT G703                                                           |                                                              |      |         |               |               |                |                                           |                  |             |                            |                                    |           |                   |
| PROJECT: Sunterra Recreation Center Facility                                |                                                              |      |         |               |               |                |                                           |                  |             |                            |                                    |           |                   |
| AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing      |                                                              |      |         |               |               |                |                                           |                  |             |                            |                                    |           |                   |
| Contractor's signed Certification is attached                               |                                                              |      |         |               |               |                |                                           |                  |             |                            |                                    |           |                   |
| In tabulations below, amounts are stated to the nearest dollar,             |                                                              |      |         |               |               |                |                                           |                  |             |                            |                                    |           |                   |
| Use Column 1 on Contracts where variable retainage for line items may apply |                                                              |      |         |               |               |                |                                           |                  |             |                            |                                    |           |                   |
| Application No: 15 - Partial RET                                            |                                                              |      |         |               |               |                |                                           |                  |             |                            |                                    |           |                   |
| Application Date: 7/22/2024                                                 |                                                              |      |         |               |               |                |                                           |                  |             |                            |                                    |           |                   |
| A                                                                           | B                                                            | Unit | Unit    | Unit          | C             | Previous       | D                                         | E                | F           | G                          | H                                  | I         |                   |
| ITEM NO.                                                                    | DESCRIPTION OF WORK                                          | Type | Qty     | Price         | SCHEDULED     | Previous Units | WORK COMPLETED FROM PREVIOUS APPLICATIONS | Current Quantity | THIS PERIOD | MATERIALS PRESENTLY STORED | TOTAL COMPLETED AND STORED TO DATE | PERCENT % | BALANCE TO FINISH |
|                                                                             |                                                              |      |         |               |               |                |                                           |                  |             |                            |                                    |           | RETAINAGE 5%      |
| <u>General Conditions</u>                                                   |                                                              |      |         |               |               |                |                                           |                  |             |                            |                                    |           |                   |
| 1                                                                           | Maintenance                                                  | MO   | 4       | \$ 6,263.66   | \$ 25,054.64  | 1              | \$ 6,263.66                               |                  | \$ -        | \$ -                       | \$ 6,263.66                        | 25%       | \$ 18,790.98      |
| 2                                                                           | Mobilization / Site Prep                                     | LS   | 1       | \$ 153,946.03 | \$ 153,946.03 | 1              | \$ 153,946.03                             |                  | \$ -        | \$ -                       | \$ 153,946.03                      | 100%      | \$ -              |
| 3                                                                           | Payment and Performance Bonds                                | LS   | 1       | \$ 68,694.47  | \$ 68,694.47  | 1              | \$ 68,694.47                              |                  | \$ -        | \$ -                       | \$ 68,694.47                       | 100%      | \$ -              |
| 4                                                                           | Permits and Inspection                                       | LS   | 1       | \$ 12,659.45  | \$ 12,659.45  | 1              | \$ 12,659.45                              |                  | \$ -        | \$ -                       | \$ 12,659.45                       | 100%      | \$ -              |
| 5                                                                           | SWPPP Controls (Complete: Install, Maintenance, and Removal) | LS   | 1       | \$ 17,494.30  | \$ 17,494.30  | 1              | \$ 17,494.30                              |                  | \$ -        | \$ -                       | \$ 17,494.30                       | 100%      | \$ -              |
| SUBTOTAL GENERAL CONDITIONS                                                 |                                                              |      |         |               | \$ 277,848.89 |                | \$ 259,057.91                             |                  | \$ -        | \$ -                       | \$ 259,057.91                      | 93%       | \$ 18,790.98      |
| <u>Softscape(Outside Pool Fence)</u>                                        |                                                              |      |         |               |               |                |                                           |                  |             |                            |                                    |           |                   |
| 1                                                                           | Live Oak - 65 Gal.                                           | EA   | 19      | \$ 987.00     | \$ 18,753.00  | 19             | \$ 18,753.00                              |                  | \$ -        | \$ -                       | \$ 18,753.00                       | 100%      | \$ -              |
| 2                                                                           | Monterrey Oak - 65 Gal.                                      | EA   | 19      | \$ 980.67     | \$ 18,632.73  | 19             | \$ 18,632.73                              |                  | \$ -        | \$ -                       | \$ 18,632.73                       | 100%      | \$ -              |
| 3                                                                           | Mexican Sycamore - 65 Gal.                                   | EA   | 22      | \$ 949.04     | \$ 20,878.88  | 22             | \$ 20,878.88                              |                  | \$ -        | \$ -                       | \$ 20,878.88                       | 100%      | \$ -              |
| 4                                                                           | Shumard Oak - 65 Gal.                                        | EA   | 13      | \$ 980.67     | \$ 12,748.71  | 13             | \$ 12,748.71                              |                  | \$ -        | \$ -                       | \$ 12,748.71                       | 100%      | \$ -              |
| 5                                                                           | Loblolly Pine - 65 Gal.                                      | EA   | 46      | \$ 980.67     | \$ 45,110.82  | 46             | \$ 45,110.82                              |                  | \$ -        | \$ -                       | \$ 45,110.82                       | 100%      | \$ -              |
| 6                                                                           | Bald Cypress - 65 Gal.                                       | EA   | 13      | \$ 980.67     | \$ 12,748.71  | 13             | \$ 12,748.71                              |                  | \$ -        | \$ -                       | \$ 12,748.71                       | 100%      | \$ -              |
| 7                                                                           | Crape Myrtle 'Natchez' - 65 Gal.                             | EA   | 36      | \$ 949.04     | \$ 34,165.44  | 36             | \$ 34,165.44                              |                  | \$ -        | \$ -                       | \$ 34,165.44                       | 100%      | \$ -              |
| 8                                                                           | Nellie R Stevens Holly - 65 Gal.                             | EA   | 15      | \$ 1,050.27   | \$ 15,754.05  | 15             | \$ 15,754.05                              |                  | \$ -        | \$ -                       | \$ 15,754.05                       | 100%      | \$ -              |
| 9                                                                           | Saucer Magnolia - 45 Gal.                                    | EA   | 30      | \$ 771.89     | \$ 23,156.70  | 30             | \$ 23,156.70                              |                  | \$ -        | \$ -                       | \$ 23,156.70                       | 100%      | \$ -              |
| 10                                                                          | Loropetalum - 5 Gal.                                         | EA   | 45      | \$ 26.57      | \$ 1,195.65   | 45             | \$ 1,195.65                               |                  | \$ -        | \$ -                       | \$ 1,195.65                        | 100%      | \$ -              |
| 11                                                                          | Adagio Grass - 3 Gal.                                        | EA   | 204     | \$ 26.57      | \$ 5,420.28   | 204            | \$ 5,420.28                               |                  | \$ -        | \$ -                       | \$ 5,420.28                        | 100%      | \$ -              |
| 12                                                                          | Cassian Grass - 3 Gal.                                       | EA   | 286     | \$ 26.57      | \$ 7,599.02   | 286            | \$ 7,599.02                               |                  | \$ -        | \$ -                       | \$ 7,599.02                        | 100%      | \$ -              |
| 13                                                                          | Knockout Rose - 3 Gal.                                       | EA   | 32      | \$ 41.76      | \$ 1,336.32   | 32             | \$ 1,336.32                               |                  | \$ -        | \$ -                       | \$ 1,336.32                        | 100%      | \$ -              |
| 14                                                                          | Red Drift Rose - 3 Gal.                                      | EA   | 268     | \$ 41.76      | \$ 11,191.68  | 268            | \$ 11,191.68                              |                  | \$ -        | \$ -                       | \$ 11,191.68                       | 100%      | \$ -              |
| 15                                                                          | Sunshine Ligustrum - 3 Gal.                                  | EA   | 177     | \$ 43.02      | \$ 7,614.54   | 177            | \$ 7,614.54                               |                  | \$ -        | \$ -                       | \$ 7,614.54                        | 100%      | \$ -              |
| 16                                                                          | Abelia - 3 Gal.                                              | EA   | 161     | \$ 26.57      | \$ 4,277.77   | 161            | \$ 4,277.77                               |                  | \$ -        | \$ -                       | \$ 4,277.77                        | 100%      | \$ -              |
| 17                                                                          | Carissa Holly - 3 Gal.                                       | EA   | 160     | \$ 26.57      | \$ 4,251.20   | 160            | \$ 4,251.20                               |                  | \$ -        | \$ -                       | \$ 4,251.20                        | 100%      | \$ -              |
| 18                                                                          | 'New Gold' Lantana - 1 Gal.                                  | EA   | 629     | \$ 13.92      | \$ 8,755.68   | 629            | \$ 8,755.68                               |                  | \$ -        | \$ -                       | \$ 8,755.68                        | 100%      | \$ -              |
| 19                                                                          | Var. Flax Lily - 1 Gal.                                      | EA   | 504     | \$ 13.92      | \$ 7,015.68   | 504            | \$ 7,015.68                               |                  | \$ -        | \$ -                       | \$ 7,015.68                        | 100%      | \$ -              |
| 20                                                                          | Big Blue Liriope - 1 Gal.                                    | EA   | 652     | \$ 10.12      | \$ 6,598.24   | 652            | \$ 6,598.24                               |                  | \$ -        | \$ -                       | \$ 6,598.24                        | 100%      | \$ -              |
| 21                                                                          | Sandy Leaf Fig Ivy - 1 Gal.                                  | EA   | 56      | \$ 15.18      | \$ 850.08     | 56             | \$ 850.08                                 |                  | \$ -        | \$ -                       | \$ 850.08                          | 100%      | \$ -              |
| 22                                                                          | Seasonal Color - 4" Pot                                      | SF   | 822     | \$ 2.53       | \$ 2,079.66   | 822            | \$ 2,079.66                               |                  | \$ -        | \$ -                       | \$ 2,079.66                        | 100%      | \$ -              |
| 23                                                                          | Fine Grade and Hydromulch                                    | SF   | 268,000 | \$ 0.13       | \$ 34,840.00  | 134000         | \$ 17,420.00                              |                  | \$ -        | \$ -                       | \$ 17,420.00                       | 50%       | \$ 17,420.00      |
| 24                                                                          | Overseeding (One Application)                                | SF   | 268,000 | \$ 0.09       | \$ 24,120.00  |                | \$ -                                      |                  | \$ -        | \$ -                       | \$ -                               | 0%        | \$ 24,120.00      |
| 25                                                                          | Landscape Boulders                                           | TONS | 22      | \$ 440.35     | \$ 9,687.70   | 22             | \$ 9,687.70                               |                  | \$ -        | \$ -                       | \$ 9,687.70                        | 100%      | \$ -              |
| 26                                                                          | Bermuda Sod                                                  | SY   | 4,350   | \$ 8.22       | \$ 35,757.00  | 4350           | \$ 35,757.00                              |                  | \$ -        | \$ -                       | \$ 35,757.00                       | 100%      | \$ -              |
| 27                                                                          | Irrigation System (Complete & Operable)                      | LS   | 1       | \$ 289,597.31 | \$ 289,597.31 | 1              | \$ 289,597.31                             |                  | \$ -        | \$ -                       | \$ 289,597.31                      | 100%      | \$ -              |
| 28                                                                          | Water Meters and Tap Fees                                    | LS   | 1       | \$ 9,554.45   | \$ 9,554.45   | 1              | \$ 9,554.45                               |                  | \$ -        | \$ -                       | \$ 9,554.45                        | 100%      | \$ -              |
| SUBTOTAL SOFTSCAPE(OUTSIDE POOL FENCE)                                      |                                                              |      |         |               | \$ 673,691.30 |                | \$ 632,151.30                             |                  | \$ -        | \$ -                       | \$ 632,151.30                      | 94%       | \$ 41,540.00      |
| <u>Hardscape(Outside Pool Fence)</u>                                        |                                                              |      |         |               |               |                |                                           |                  |             |                            |                                    |           |                   |
| 1                                                                           | Underground Drainage                                         | LS   | 1       | \$ 470,647.05 | \$ 470,647.05 | 1              | \$ 470,647.05                             |                  | \$ -        | \$ -                       | \$ 470,647.05                      | 100%      | \$ -              |
| 2                                                                           | Rough Grading                                                | LS   | 1       | \$ 124,319.11 | \$ 124,319.11 | 1              | \$ 124,319.11                             |                  | \$ -        | \$ -                       | \$ 124,319.11                      | 100%      | \$ -              |
| 3                                                                           | 2" HDPE Sleeves (future camera locations)                    | LF   | 750     | \$ 25.26      | \$ 18,945.00  | 750            | \$ 18,945.00                              |                  | \$ -        | \$ -                       | \$ 18,945.00                       | 100%      | \$ -              |
| 4                                                                           | Site Electrical Connection / Service (Operational)           | LS   | 1       | \$ 83,529.13  | \$ 83,529.13  | 1              | \$ 83,529.13                              |                  | \$ -        | \$ -                       | \$ 83,529.13                       | 100%      | \$ -              |
| 5                                                                           | Site Lighting and Electrical (Operational)                   | LS   | 1       | \$ 191,098.56 | \$ 191,098.56 | 1              | \$ 191,098.56                             |                  | \$ -        | \$ -                       | \$ 191,098.56                      | 100%      | \$ -              |
| 6                                                                           | (Conduit, Fixtures, Third Party Inspection, etc.)            |      |         | \$ -          | \$ -          |                | \$ -                                      |                  | \$ -        | \$ -                       | \$ -                               |           | \$ -              |
| 7                                                                           | Sanitary Connection to Restroom Pavilion                     | LS   | 1       | \$ 44,682.02  | \$ 44,682.02  | 1              | \$ 44,682.02                              |                  | \$ -        | \$ -                       | \$ 44,682.02                       | 100%      | \$ -              |
| 8                                                                           | Water Connection to Restroom Pavilion                        | LS   | 1       | \$ 12,287.93  | \$ 12,287.93  | 1              | \$ 12,287.93                              |                  | \$ -        | \$ -                       | \$ 12,287.93                       | 100%      | \$ -              |
| 9                                                                           | ADA Parking Signage                                          | LS   | 4       | \$ 173.70     | \$ 694.80     | 4              | \$ 694.80                                 |                  | \$ -        | \$ -                       | \$ 694.80                          | 100%      | \$ -              |
| 10                                                                          | Ramps at Parking Lot Driveway                                | EA   | 6       | \$ 1,515.89   | \$ 9,095.34   | 6              | \$ 9,095.34                               |                  | \$ -        | \$ -                       | \$ 9,095.34                        | 100%      | \$ -              |
| 11                                                                          | Parking Lot Wheel Stop at Accessible Parking                 | EA   | 5       | \$ 145.27     | \$ 726.35     | 5              | \$ 726.35                                 |                  | \$ -        | \$ -                       | \$ 726.35                          | 100%      | \$ -              |

## CONTINUATION SHEET

AIA Document G703

PROJECT: Sunterra Recreation Center Facility

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached

In tabulations below, amounts are stated to the nearest dollar,

Use Column 1 on Contracts where variable retainage for line items may apply

Application No: 15 - Partial RET

Application Date: 7/22/2024

| ITEM NO. | DESCRIPTION OF WORK                                            | Unit Type | Unit Qty | Unit Price    | SCHEDULED     | WORK COMPLETED |                            |                  |             | MATERIALS PRESENTLY STORED | TOTAL COMPLETED AND STORED TO DATE | PERCENT % | BALANCE TO FINISH | RETAINAGE 5% |
|----------|----------------------------------------------------------------|-----------|----------|---------------|---------------|----------------|----------------------------|------------------|-------------|----------------------------|------------------------------------|-----------|-------------------|--------------|
|          |                                                                |           |          |               |               | Previous Units | FROM PREVIOUS APPLICATIONS | Current Quantity | THIS PERIOD |                            |                                    |           |                   |              |
| 12       | Parking Lot Pavement / Curbs / Driveway Apron                  | SF        | 41018    | \$ 7.76       | \$ 318,299.68 | 41018          | \$ 318,299.68              |                  | \$ -        | \$ -                       | \$ 318,299.68                      | 100%      | \$ -              | \$ 15,914.98 |
| 13       | Parking Lot Stabilized Subbase                                 | SF        | 41839    | \$ 1.95       | \$ 81,586.05  | 41839          | \$ 81,586.05               |                  | \$ -        | \$ -                       | \$ 81,586.05                       | 100%      | \$ -              | \$ 4,079.30  |
| 14       | Parking Lot Pavers                                             | SF        | 1470     | \$ 12.57      | \$ 18,477.90  | 1470           | \$ 18,477.90               |                  | \$ -        | \$ -                       | \$ 18,477.90                       | 100%      | \$ -              | \$ 923.90    |
| 15       | 6" Wide Parking Lot Striping                                   | LS        | 1        | \$ 956.60     | \$ 956.60     | 1              | \$ 956.60                  |                  | \$ -        | \$ -                       | \$ 956.60                          | 100%      | \$ -              | \$ 47.83     |
| 16       | Fire Lane Striping & Lettering                                 | LS        | 1        | \$ 909.53     | \$ 909.53     | 1              | \$ 909.53                  |                  | \$ -        | \$ -                       | \$ 909.53                          | 100%      | \$ -              | \$ 45.48     |
| 17       | Accessible Parking Striping / Symbol                           | LS        | 1        | \$ 126.33     | \$ 126.33     | 1              | \$ 126.33                  |                  | \$ -        | \$ -                       | \$ 126.33                          | 100%      | \$ -              | \$ 6.32      |
| 18       | Fire Lane Geoblock Pavers                                      | SF        | 1170     | \$ 18.32      | \$ 21,434.40  | 1170           | \$ 21,434.40               |                  | \$ -        | \$ -                       | \$ 21,434.40                       | 100%      | \$ -              | \$ 1,071.72  |
| 19       | Fire Lane Concrete Curb Border                                 | LF        |          |               | \$ -          |                | \$ -                       |                  | \$ -        | \$ -                       | \$ -                               |           | \$ -              | \$ -         |
| 20       | Recreation Center Monument                                     | EA        | 2        | \$ 25,869.83  | \$ 51,739.66  | 1              | \$ 25,869.83               |                  | \$ -        | \$ -                       | \$ 25,869.83                       | 50%       | \$ 25,869.83      | \$ 1,293.49  |
| 21       | Concrete Walk (4.5" Thick)                                     | SF        | 2637     | \$ 6.36       | \$ 16,771.32  | 2637           | \$ 16,771.32               |                  | \$ -        | \$ -                       | \$ 16,771.32                       | 100%      | \$ -              | \$ 838.57    |
| 22       | Concrete Walk (4" Thick)                                       | SF        | 30111    | \$ 6.19       | \$ 186,387.09 | 30111          | \$ 186,387.09              |                  | \$ -        | \$ -                       | \$ 186,387.09                      | 100%      | \$ -              | \$ 9,319.35  |
| 23       | Pedestrian Pavers                                              | SF        | 2800     | \$ 17.30      | \$ 48,440.00  | 2300           | \$ 39,790.00               |                  | \$ -        | \$ -                       | \$ 39,790.00                       | 82%       | \$ 8,650.00       | \$ 1,989.50  |
| 24       | Playground Haunched Edge                                       | LF        | 403      | \$ 11.50      | \$ 4,634.50   | 403            | \$ 4,634.50                |                  | \$ -        | \$ -                       | \$ 4,634.50                        | 100%      | \$ -              | \$ 231.73    |
| 25       | Playground Ramp                                                | EA        | 2        | \$ 1,579.05   | \$ 3,158.10   | 2              | \$ 3,158.10                |                  | \$ -        | \$ -                       | \$ 3,158.10                        | 100%      | \$ -              | \$ 157.91    |
| 26       | Playground Concrete Band                                       | LF        | 402      | \$ 47.28      | \$ 19,006.56  | 402            | \$ 19,006.56               |                  | \$ -        | \$ -                       | \$ 19,006.56                       | 100%      | \$ -              | \$ 950.33    |
| 27       | Playground Safety Fall Surface (12" Depth)                     | SF        | 5056     | \$ 2.87       | \$ 14,510.72  | 5056           | \$ 14,510.72               |                  | \$ -        | \$ -                       | \$ 14,510.72                       | 100%      | \$ -              | \$ 725.54    |
| 28       | Playground Climbing Hill Dirtwork                              | LS        | 1        | \$ 3,682.63   | \$ 3,682.63   | 1              | \$ 3,682.63                |                  | \$ -        | \$ -                       | \$ 3,682.63                        | 100%      | \$ -              | \$ 184.13    |
| 29       | Playground Synthetic Turf Climbing Hills                       | LS        | 1        |               | \$ -          |                | \$ -                       |                  | \$ -        | \$ -                       | \$ -                               |           | \$ -              | \$ -         |
| 30       | Playground Synthetic Turf                                      | SF        | 3248     | \$ 10.65      | \$ 34,591.20  | 3248           | \$ 34,591.20               |                  | \$ -        | \$ -                       | \$ 34,591.20                       | 100%      | \$ -              | \$ 1,729.56  |
| 31       | Berm Slide(Roller Slide)                                       | LS        | 1        | \$ 40,642.05  | \$ 40,642.05  | 1              | \$ 40,642.05               |                  | \$ -        | \$ -                       | \$ 40,642.05                       | 100%      | \$ -              | \$ 2,032.10  |
| 32       | Rubber Ball Climbers                                           | EA        | 17       | \$ 1,508.01   | \$ 25,636.17  | 17             | \$ 25,636.17               |                  | \$ -        | \$ -                       | \$ 25,636.17                       | 100%      | \$ -              | \$ 1,281.81  |
| 33       | Play Structure (5-12 year Billows) (Complete and Operational)  | LS        | 1        | \$ 115,250.81 | \$ 115,250.81 | 1              | \$ 115,250.81              |                  | \$ -        | \$ -                       | \$ 115,250.81                      | 100%      | \$ -              | \$ 5,762.54  |
| 34       | Play Structure (2-5 year Breeze) (Complete and Operational)    | LS        | 1        | \$ 69,100.90  | \$ 69,100.90  | 1              | \$ 69,100.90               |                  | \$ -        | \$ -                       | \$ 69,100.90                       | 100%      | \$ -              | \$ 3,455.05  |
| 35       | Play Structure Log Steppers                                    | EA        | 5        | \$ 2,173.12   | \$ 10,865.60  | 5              | \$ 10,865.60               |                  | \$ -        | \$ -                       | \$ 10,865.60                       | 100%      | \$ -              | \$ 543.28    |
| 36       | Play Structure Log Crawl Tunnel                                | LS        | 1        | \$ 14,218.22  | \$ 14,218.22  | 1              | \$ 14,218.22               |                  | \$ -        | \$ -                       | \$ 14,218.22                       | 100%      | \$ -              | \$ 710.91    |
| 37       | Play Structure Hedra Swing Set                                 | LS        | 2        | \$ 8,137.18   | \$ 16,274.36  | 2              | \$ 16,274.36               |                  | \$ -        | \$ -                       | \$ 16,274.36                       | 100%      | \$ -              | \$ 813.72    |
| 38       | Play Structure Table Tennis(including electrical connection)   | LS        | 1        | \$ 44,834.58  | \$ 44,834.58  | 1              | \$ 44,834.58               |                  | \$ -        | \$ -                       | \$ 44,834.58                       | 100%      | \$ -              | \$ 2,241.73  |
| 39       | Play Structure Mobius Climber                                  | LS        | 1        | \$ 17,478.08  | \$ 17,478.08  | 1              | \$ 17,478.08               |                  | \$ -        | \$ -                       | \$ 17,478.08                       | 100%      | \$ -              | \$ 873.90    |
| 40       | Play Structure Reviwheel Spinner                               | LS        | 1        | \$ 11,131.33  | \$ 11,131.33  | 1              | \$ 11,131.33               |                  | \$ -        | \$ -                       | \$ 11,131.33                       | 100%      | \$ -              | \$ 556.57    |
| 41       | Soccer Goals                                                   | LS        | 1        | \$ 13,970.80  | \$ 13,970.80  | 1              | \$ 13,970.80               |                  | \$ -        | \$ -                       | \$ 13,970.80                       | 100%      | \$ -              | \$ 698.54    |
| 42       | Splashpad Equipment (Vortex Complete and Operational including | LS        | 1        | \$ 199,885.36 | \$ 199,885.36 | 1              | \$ 199,885.36              |                  | \$ -        | \$ -                       | \$ 199,885.36                      | 100%      | \$ -              | \$ 9,994.27  |
| 43       | Splashpad Surfacing                                            | SF        | 2487     | \$ 9.94       | \$ 24,720.78  | 2487           | \$ 24,720.78               |                  | \$ -        | \$ -                       | \$ 24,720.78                       | 100%      | \$ -              | \$ 1,236.04  |
| 44       | Splashpad Water Connection(including backflow & water meter)   | LS        | 1        | \$ 10,087.40  | \$ 10,087.40  | 1              | \$ 10,087.40               |                  | \$ -        | \$ -                       | \$ 10,087.40                       | 100%      | \$ -              | \$ 504.37    |
| 45       | Overlook Decomposed Granite                                    | SF        | 971      | \$ 6.19       | \$ 6,010.49   | 971            | \$ 6,010.49                |                  | \$ -        | \$ -                       | \$ 6,010.49                        | 100%      | \$ -              | \$ 300.52    |
| 46       | Courtyard Concrete Edge                                        | LF        | 188      | \$ 10.51      | \$ 1,975.88   | 188            | \$ 1,975.88                |                  | \$ -        | \$ -                       | \$ 1,975.88                        | 100%      | \$ -              | \$ 98.79     |
| 47       | Courtyard Basalt Gravel                                        | SF        | 3802     | \$ 5.24       | \$ 19,922.48  | 3802           | \$ 19,922.48               |                  | \$ -        | \$ -                       | \$ 19,922.48                       | 100%      | \$ -              | \$ 996.12    |
| 48       | Courtyard Synthetic Turf                                       | SF        | 5881     | \$ 11.91      | \$ 70,042.71  | 5881           | \$ 70,042.71               |                  | \$ -        | \$ -                       | \$ 70,042.71                       | 100%      | \$ -              | \$ 3,502.14  |
| 49       | Courtyard Seatwall (18" Ht.)                                   | LF        | 44       | \$ 170.63     | \$ 7,507.72   | 44             | \$ 7,507.72                |                  | \$ -        | \$ -                       | \$ 7,507.72                        | 100%      | \$ -              | \$ 375.39    |
| 50       | Courtyard Colored Stamped Concrete                             | SF        | 1118     | \$ 9.58       | \$ 10,710.44  | 1118           | \$ 10,710.44               |                  | \$ -        | \$ -                       | \$ 10,710.44                       | 100%      | \$ -              | \$ 535.52    |
| 51       | Fitness Lawn Seatwall (18" Ht.)                                |           | 1        |               | \$ -          |                | \$ -                       |                  | \$ -        | \$ -                       | \$ -                               |           | \$ -              | \$ -         |
| 52       | Dog Park 6' Ht. Omega Fence                                    | LF        | 1001     | \$ 105.70     | \$ 105,805.70 | 1001           | \$ 105,805.70              |                  | \$ -        | \$ -                       | \$ 105,805.70                      | 100%      | \$ -              | \$ 5,290.29  |
| 53       | Dog Park 6' Ht. Gates (including hardware)                     | EA        | 4        | \$ 3,844.98   | \$ 15,379.92  | 4              | \$ 15,379.92               |                  | \$ -        | \$ -                       | \$ 15,379.92                       | 100%      | \$ -              | \$ 769.00    |
| 54       | Dog Park 6' Ht. Double Maintenance Gates                       | EA        | 2        | \$ 3,182.10   | \$ 6,364.20   | 2              | \$ 6,364.20                |                  | \$ -        | \$ -                       | \$ 6,364.20                        | 100%      | \$ -              | \$ 318.21    |
| 55       | Dog Park Drinking Fountain                                     | EA        | 1        | \$ 7,463.60   | \$ 7,463.60   | 1              | \$ 7,463.60                |                  | \$ -        | \$ -                       | \$ 7,463.60                        | 100%      | \$ -              | \$ 373.18    |
| 56       | Dog Park Shade Sails                                           | LS        | 1        | \$ 82,451.59  | \$ 82,451.59  | 1              | \$ 82,451.59               |                  | \$ -        | \$ -                       | \$ 82,451.59                       | 100%      | \$ -              | \$ 4,122.58  |
| 57       | Dog Park Entry Arch                                            | EA        | 1        | \$ 15,628.01  | \$ 15,628.01  | 1              | \$ 15,628.01               |                  | \$ -        | \$ -                       | \$ 15,628.01                       | 100%      | \$ -              | \$ 781.40    |
| 58       | Dog Park Entry Arch Column Cladding                            | EA        | 2        | \$ 1,124.04   | \$ 2,248.08   | 2              | \$ 2,248.08                |                  | \$ -        | \$ -                       | \$ 2,248.08                        | 100%      | \$ -              | \$ 112.40    |
| 59       | Dog Park Pavilion(w/ gutters)                                  | EA        | 1        | \$ 60,613.29  | \$ 60,613.29  | 1              | \$ 60,613.29               |                  | \$ -        | \$ -                       | \$ 60,613.29                       | 100%      | \$ -              | \$ 3,030.66  |
| 60       | Dog Park Pavilion Portable Fire Extinguisher                   | LS        | 1        | \$ 254.79     | \$ 254.79     | 1              | \$ 254.79                  |                  | \$ -        | \$ -                       | \$ 254.79                          | 100%      | \$ -              | \$ 12.74     |
| 61       | Dog Park Pavilion Column Cladding                              | EA        | 4        | \$ 1,124.96   | \$ 4,499.84   | 4              | \$ 4,499.84                |                  | \$ -        | \$ -                       | \$ 4,499.84                        | 100%      | \$ -              | \$ 224.99    |
| 62       | Dog Park 6' Bench                                              | EA        | 4        | \$ 1,879.31   | \$ 7,517.24   | 4              | \$ 7,517.24                |                  | \$ -        | \$ -                       | \$ 7,517.24                        | 100%      | \$ -              | \$ 375.86    |
| 63       | Dog Park Drinking Fountain                                     | EA        | 2        | \$ 5,324.51   | \$ 10,649.02  | 2              | \$ 10,649.02               |                  | \$ -        | \$ -                       | \$ 10,649.02                       | 100%      | \$ -              | \$ 532.45    |
| 64       | Dog Park Trash Receptacle                                      | EA        | 2        | \$ 2,235.80   | \$ 4,471.60   | 2              | \$ 4,471.60                |                  | \$ -        | \$ -                       | \$ 4,471.60                        | 100%      | \$ -              | \$ 223.58    |

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached

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Use Column 1 on Contracts where variable retainage for line items may apply.

Application No: 15 - Partial RET

Application Date: 7/22/2024

| A<br>ITEM<br>NO.                      | B<br>DESCRIPTION OF WORK                                       | Unit<br>Type | Unit<br>Qty | Unit<br>Price | C<br>SCHEDULED    |                               | D<br>WORK COMPLETED |      | E<br>THIS<br>PERIOD | F<br>MATERIALS<br>PRESENTLY<br>STORED |                 | G<br>TOTAL COMPLETED<br>AND<br>STORED TO DATE |              | PERCENT<br>%  | H<br>BALANCE<br>TO<br>FINISH |  | I<br>RETAINAGE<br>5% |
|---------------------------------------|----------------------------------------------------------------|--------------|-------------|---------------|-------------------|-------------------------------|---------------------|------|---------------------|---------------------------------------|-----------------|-----------------------------------------------|--------------|---------------|------------------------------|--|----------------------|
|                                       |                                                                |              |             |               | Previous<br>Units | FROM PREVIOUS<br>APPLICATIONS | Current<br>Quantity |      |                     |                                       |                 |                                               |              |               |                              |  |                      |
| 65                                    | Dog Park Pet Waste Station                                     | EA           | 2           | \$ 556.72     | \$ 1,113.44       | 2                             | \$ 1,113.44         |      | \$ -                | \$ -                                  | \$ 1,113.44     | 100%                                          | \$ -         | \$ 55.67      |                              |  |                      |
| 66                                    | Dog Park Agility Equipment (small dog area)                    | LS           | 1           | \$ 15,199.02  | \$ 15,199.02      | 1                             | \$ 15,199.02        |      | \$ -                | \$ -                                  | \$ 15,199.02    | 100%                                          | \$ -         | \$ 759.95     |                              |  |                      |
| 67                                    | Dog Park Agility Equipment (large dog area)                    | LS           | 1           | \$ 14,549.39  | \$ 14,549.39      | 1                             | \$ 14,549.39        |      | \$ -                | \$ -                                  | \$ 14,549.39    | 100%                                          | \$ -         | \$ 727.47     |                              |  |                      |
| 68                                    | Dog Park Colored Concrete                                      | SF           | 1426        | \$ 14.59      | \$ 20,805.34      | 1426                          | \$ 20,805.34        |      | \$ -                | \$ -                                  | \$ 20,805.34    | 100%                                          | \$ -         | \$ 1,040.27   |                              |  |                      |
| 69                                    | Tennis Court Canilivered Shade Structure                       | EA           | 1           | \$ 36,270.12  | \$ 36,270.12      | 1                             | \$ 36,270.12        |      | \$ -                | \$ -                                  | \$ 36,270.12    | 100%                                          | \$ -         | \$ 1,813.51   |                              |  |                      |
| 70                                    | Tennis Courts w/ Lighting - Turnkey                            | EA           | 1           | \$ 324,857.83 | \$ 324,857.83     | 1                             | \$ 324,857.83       |      | \$ -                | \$ -                                  | \$ 324,857.83   | 100%                                          | \$ -         | \$ 16,242.89  |                              |  |                      |
| 71                                    | 6" Tubular Steel Fence at Cul-de-sac                           | LF           | 150         | \$ 101.44     | \$ 15,216.00      |                               | \$ -                |      | \$ -                | \$ -                                  | \$ -            | 0%                                            | \$ 15,216.00 | \$ -          |                              |  |                      |
| 72                                    | 6" Tubular Steel Double Gate at Cul-de-sac(including hardware) | LS           | 1           | \$ 6,364.20   | \$ 6,364.20       |                               | \$ -                |      | \$ -                | \$ -                                  | \$ -            | 0%                                            | \$ 6,364.20  | \$ -          |                              |  |                      |
| 73                                    | Trash Receptacle                                               | EA           | 11          | \$ 2,053.71   | \$ 22,590.81      | 11                            | \$ 22,590.81        |      | \$ -                | \$ -                                  | \$ 22,590.81    | 100%                                          | \$ -         | \$ 1,129.54   |                              |  |                      |
| 74                                    | Drinking Fountain                                              | EA           | 1           | \$ 5,324.51   | \$ 5,324.51       | 1                             | \$ 5,324.51         |      | \$ -                | \$ -                                  | \$ 5,324.51     | 100%                                          | \$ -         | \$ 266.23     |                              |  |                      |
| 75                                    | 6" Bench (Model 506-60TX)                                      | EA           | 10          | \$ 2,451.57   | \$ 24,515.70      | 10                            | \$ 24,515.70        |      | \$ -                | \$ -                                  | \$ 24,515.70    | 100%                                          | \$ -         | \$ 1,225.79   |                              |  |                      |
| 76                                    | Concrete Bench Pad                                             | SF           |             | \$ -          | \$ -              |                               | \$ -                |      | \$ -                | \$ -                                  | \$ -            |                                               | \$ -         | \$ -          |                              |  |                      |
| 77                                    | Ping Pong Table                                                | EA           | 1           | \$ 42,340.55  | \$ 42,340.55      | 1                             | \$ 42,340.55        |      | \$ -                | \$ -                                  | \$ 42,340.55    | 100%                                          | \$ -         | \$ 2,117.03   |                              |  |                      |
| 78                                    | Foosball Table                                                 | EA           | 1           | \$ 13,103.95  | \$ 13,103.95      | 1                             | \$ 13,103.95        |      | \$ -                | \$ -                                  | \$ 13,103.95    | 100%                                          | \$ -         | \$ 655.20     |                              |  |                      |
| 79                                    | Cornhole Boards                                                | EA           | 4           | \$ 1,431.43   | \$ 5,725.72       | 4                             | \$ 5,725.72         |      | \$ -                | \$ -                                  | \$ 5,725.72     | 100%                                          | \$ -         | \$ 286.29     |                              |  |                      |
| 80                                    | Teardrop Swings(Installed)                                     | EA           | 4           | \$ 8,586.31   | \$ 34,345.24      | 3                             | \$ 25,758.93        |      | \$ -                | \$ -                                  | \$ 25,758.93    | 75%                                           | \$ 8,586.31  | \$ 1,287.95   |                              |  |                      |
| 81                                    | Gill w/ concrete pad                                           | EA           | 2           | \$ 627.97     | \$ 1,255.94       | 2                             | \$ 1,255.94         |      | \$ -                | \$ -                                  | \$ 1,255.94     | 100%                                          | \$ -         | \$ 62.80      |                              |  |                      |
| 82                                    | ADA Picnic Table (Model 296-42-30TXS-2)                        | EA           | 4           | \$ 3,591.35   | \$ 14,365.40      | 4                             | \$ 14,365.40        |      | \$ -                | \$ -                                  | \$ 14,365.40    | 100%                                          | \$ -         | \$ 718.27     |                              |  |                      |
| 83                                    | Picnic Table (Model 296-42-40TX)                               | EA           | 9           | \$ 4,321.10   | \$ 38,889.90      | 9                             | \$ 38,889.90        |      | \$ -                | \$ -                                  | \$ 38,889.90    | 100%                                          | \$ -         | \$ 1,944.50   |                              |  |                      |
| 84                                    | Picnic Table (Model 298-60TX)                                  | EA           | 6           | \$ 5,032.46   | \$ 30,194.76      | 6                             | \$ 30,194.76        |      | \$ -                | \$ -                                  | \$ 30,194.76    | 100%                                          | \$ -         | \$ 1,509.74   |                              |  |                      |
| 85                                    | ADA Picnic Table (Model 296-60-2TX)                            | EA           | 1           | \$ 5,244.69   | \$ 5,244.69       | 1                             | \$ 5,244.69         |      | \$ -                | \$ -                                  | \$ 5,244.69     | 100%                                          | \$ -         | \$ 262.23     |                              |  |                      |
| 86                                    | Bike Rack (Model 293-00S-2)                                    | EA           | 4           | \$ 526.94     | \$ 2,107.76       | 4                             | \$ 2,107.76         |      | \$ -                | \$ -                                  | \$ 2,107.76     | 100%                                          | \$ -         | \$ 105.39     |                              |  |                      |
| 87                                    | Misc. Site Work Allowance                                      | LS           | 1           | \$ 15,000.00  | \$ 15,000.00      | 1                             | \$ 15,000.00        |      | \$ -                | \$ -                                  | \$ 15,000.00    | 100%                                          | \$ -         | \$ 750.00     |                              |  |                      |
| SUBTOTAL HARDCAPE(OUTSIDE POOL FENCE) |                                                                |              |             |               | \$ 3,523,730.87   | \$ 3,459,044.53               | \$ 3,459,044.53     | \$ - | \$ -                | \$ -                                  | \$ 3,459,044.53 | 98%                                           | \$ 64,686.34 | \$ 172,952.23 |                              |  |                      |
| Pool/Lazy River Softscape             |                                                                |              |             |               |                   |                               |                     |      |                     |                                       |                 |                                               |              |               |                              |  |                      |
| 1                                     | Nellie R Stevens Holly - 65 Gal.                               | EA           | 13          | \$ 1,202.12   | \$ 15,627.56      | 13                            | \$ 15,627.56        |      | \$ -                | \$ -                                  | \$ 15,627.56    | 100%                                          | \$ -         | \$ 781.38     |                              |  |                      |
| 2                                     | Loropetalum - 5 Gal.                                           | EA           | 9           | \$ 44.29      | \$ 398.61         | 9                             | \$ 398.61           |      | \$ -                | \$ -                                  | \$ 398.61       | 100%                                          | \$ -         | \$ 19.93      |                              |  |                      |
| 3                                     | Adagio Grass - 3 Gal.                                          | EA           | 15          | \$ 37.96      | \$ 569.40         | 15                            | \$ 569.40           |      | \$ -                | \$ -                                  | \$ 569.40       | 100%                                          | \$ -         | \$ 28.47      |                              |  |                      |
| 4                                     | Casarian Grass - 3 Gal.                                        | EA           | 27          | \$ 37.96      | \$ 1,024.92       | 27                            | \$ 1,024.92         |      | \$ -                | \$ -                                  | \$ 1,024.92     | 100%                                          | \$ -         | \$ 51.25      |                              |  |                      |
| 5                                     | Sunshine Ligustrum - 3 Gal.                                    | EA           | 66          | \$ 56.94      | \$ 3,758.04       | 66                            | \$ 3,758.04         |      | \$ -                | \$ -                                  | \$ 3,758.04     | 100%                                          | \$ -         | \$ 187.90     |                              |  |                      |
| 6                                     | Carissa Holly - 3 Gal.                                         | EA           | 48          | \$ 37.96      | \$ 1,822.08       | 48                            | \$ 1,822.08         |      | \$ -                | \$ -                                  | \$ 1,822.08     | 100%                                          | \$ -         | \$ 91.10      |                              |  |                      |
| 7                                     | Butterfly Iris - 1 Gal.                                        | EA           | 115         | \$ 22.78      | \$ 2,619.70       | 115                           | \$ 2,619.70         |      | \$ -                | \$ -                                  | \$ 2,619.70     | 100%                                          | \$ -         | \$ 130.99     |                              |  |                      |
| 8                                     | Var. Flax Lily - 1 Gal.                                        | EA           | 100         | \$ 22.78      | \$ 2,278.00       | 100                           | \$ 2,278.00         |      | \$ -                | \$ -                                  | \$ 2,278.00     | 100%                                          | \$ -         | \$ 113.90     |                              |  |                      |
| 9                                     | Landscape Boulders                                             | TON          | 7           | \$ 949.04     | \$ 6,643.28       | 7                             | \$ 6,643.28         |      | \$ -                | \$ -                                  | \$ 6,643.28     | 100%                                          | \$ -         | \$ 332.16     |                              |  |                      |
| 10                                    | Irrigation System (Complete & Operable)                        | LS           | 1           | \$ 22,565.61  | \$ 22,565.61      | 1                             | \$ 22,565.61        |      | \$ -                | \$ -                                  | \$ 22,565.61    | 100%                                          | \$ -         | \$ 1,128.28   |                              |  |                      |
| SUBTOTAL POOL/LAZY RIVER SOFTSCAPE    |                                                                |              |             | \$ 57,307.20  | \$ 57,307.20      | \$ 57,307.20                  | \$ -                | \$ - | \$ -                | \$ 57,307.20                          | 100%            | \$ -                                          | \$ 2,865.36  |               |                              |  |                      |



| CONTINUATION SHEET                                                                                                                          |                                                                                      |           |          |               | AIA DOCUMENT G703 |                     | PROJECT:                   |                  | Sunterra Recreation Center Facility |                                         |                 |                        |                                  |               |
|---------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------|---------------------|----------------------------|------------------|-------------------------------------|-----------------------------------------|-----------------|------------------------|----------------------------------|---------------|
| AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached                        |                                                                                      |           |          |               |                   |                     |                            |                  |                                     |                                         |                 |                        | Application No: 15 - Partial RET |               |
| In tabulations below, amounts are stated to the nearest dollar, Use Column 1 on Contracts where variable retainage for line items may apply |                                                                                      |           |          |               |                   |                     |                            |                  |                                     |                                         |                 |                        | Application Date: 7/22/2024      |               |
| A<br>ITEM NO.                                                                                                                               | B<br>DESCRIPTION OF WORK                                                             | Unit Type | Unit Qty | Unit Price    | C<br>SCHEDULED    | D<br>WORK COMPLETED |                            | E<br>THIS PERIOD | F<br>MATERIALS PRESENTLY STORED     | G<br>TOTAL COMPLETED AND STORED TO DATE | PERCENT %       | H<br>BALANCE TO FINISH | I<br>RETAINAGE 5%                |               |
|                                                                                                                                             |                                                                                      |           |          |               |                   | Previous Units      | FROM PREVIOUS APPLICATIONS |                  |                                     |                                         |                 |                        |                                  |               |
| Pool/Lazy River Hardscape                                                                                                                   |                                                                                      |           |          |               |                   |                     |                            |                  |                                     |                                         |                 |                        |                                  |               |
| 1                                                                                                                                           | Site Lighting and Electrical (Operational)                                           | LS        | 1        | \$ 165,710.68 | \$ 165,710.68     | 1                   | \$ 165,710.68              |                  | \$ -                                | \$ -                                    | \$ 165,710.68   | 100%                   | \$ -                             | \$ 8,285.53   |
| 2                                                                                                                                           | (Conduit, Fixtures, Third Party Inspection, etc.)                                    |           |          |               | \$ -              |                     | \$ -                       |                  | \$ -                                | \$ -                                    | \$ -            | #DIV/0!                | \$ -                             | \$ -          |
| 3                                                                                                                                           | Restroom Cube(including connections)                                                 | LS        | 1        | \$ 165,703.91 | \$ 165,703.91     | 1                   | \$ 165,703.91              |                  | \$ -                                | \$ -                                    | \$ 165,703.91   | 100%                   | \$ -                             | \$ 8,285.20   |
| 4                                                                                                                                           | Lazy River Equipment Enclosure Slab                                                  | LS        | 1        | \$ 17,015.82  | \$ 17,015.82      | 1                   | \$ 17,015.82               |                  | \$ -                                | \$ -                                    | \$ 17,015.82    | 100%                   | \$ -                             | \$ 850.79     |
| 5                                                                                                                                           | Lazy River Equipment Enclosure Walls (w/ community name)                             | LF        | 140      | \$ 328.10     | \$ 45,934.00      | 140                 | \$ 45,934.00               |                  | \$ -                                | \$ -                                    | \$ 45,934.00    | 100%                   | \$ -                             | \$ 2,296.70   |
| 6                                                                                                                                           | Lazy River Equipment Enclosure 8' Ht. Louvered Gates                                 | EA        | 3        | \$ 2,463.32   | \$ 7,389.96       | 3                   | \$ 7,389.96                |                  | \$ -                                | \$ -                                    | \$ 7,389.96     | 100%                   | \$ -                             | \$ 369.50     |
| 7                                                                                                                                           | Lazy River Equipment Enclosure Shade Structures                                      | LS        | 1        | \$ 107,851.00 | \$ 107,851.00     | 1                   | \$ 107,851.00              |                  | \$ -                                | \$ -                                    | \$ 107,851.00   | 100%                   | \$ -                             | \$ 5,392.55   |
| 8                                                                                                                                           | Electrical Connection to Lazy River Equipment Enclosure                              | LS        | 1        | \$ 23,282.75  | \$ 23,282.75      | 1                   | \$ 23,282.75               |                  | \$ -                                | \$ -                                    | \$ 23,282.75    | 100%                   | \$ -                             | \$ 1,164.14   |
| 9                                                                                                                                           | Water Connection to Lazy River Equipment Enclosure                                   | LS        | 1        | \$ 10,087.40  | \$ 10,087.40      | 1                   | \$ 10,087.40               |                  | \$ -                                | \$ -                                    | \$ 10,087.40    | 100%                   | \$ -                             | \$ 504.37     |
| 10                                                                                                                                          | Storm Connection to Lazy River Equipment Enclosure                                   | LS        | 1        | \$ 2,526.47   | \$ 2,526.47       | 1                   | \$ 2,526.47                |                  | \$ -                                | \$ -                                    | \$ 2,526.47     | 100%                   | \$ -                             | \$ 126.32     |
| 11                                                                                                                                          | 911 Pool Phone                                                                       | EA        | 1        | \$ 1,515.88   | \$ 1,515.88       | 1                   | \$ 1,515.88                |                  | \$ -                                | \$ -                                    | \$ 1,515.88     | 100%                   | \$ -                             | \$ 75.79      |
| 12                                                                                                                                          | 8' Ht. Ameristar Fencing                                                             | LF        | 720      | \$ 140.81     | \$ 101,383.20     | 720                 | \$ 101,383.20              |                  | \$ -                                | \$ -                                    | \$ 101,383.20   | 100%                   | \$ -                             | \$ 5,069.16   |
| 13                                                                                                                                          | 8' Ht. Ameristar Pedestrian Gate(including access control)                           | EA        | 2        | \$ 5,568.36   | \$ 11,136.72      | 2                   | \$ 11,136.72               |                  | \$ -                                | \$ -                                    | \$ 11,136.72    | 100%                   | \$ -                             | \$ 556.84     |
| 14                                                                                                                                          | Access Control Hardware Allowance                                                    | LS        | 1        | \$ 6,500.00   | \$ 6,500.00       | 1                   | \$ 6,500.00                |                  | \$ -                                | \$ -                                    | \$ 6,500.00     | 100%                   | \$ -                             | \$ 325.00     |
| 15                                                                                                                                          | Lazy River Pump Enclosure(including CMU walls & pin mounted lettering)               | EA        | 5        | \$ 1,894.86   | \$ 9,474.30       | 5                   | \$ 9,474.30                |                  | \$ -                                | \$ -                                    | \$ 9,474.30     | 100%                   | \$ -                             | \$ 473.72     |
| 16                                                                                                                                          | Pool Shade Structure (15'x38' steelworx monoslope)                                   | EA        | 1        | \$ 49,026.66  | \$ 49,026.66      | 1                   | \$ 49,026.66               |                  | \$ -                                | \$ -                                    | \$ 49,026.66    | 100%                   | \$ -                             | \$ 2,451.33   |
| 17                                                                                                                                          | Pool Shade Structure Column Cladding                                                 | EA        | 6        | \$ 1,289.16   | \$ 7,734.96       | 6                   | \$ 7,734.96                |                  | \$ -                                | \$ -                                    | \$ 7,734.96     | 100%                   | \$ -                             | \$ 386.75     |
| 18                                                                                                                                          | Lazy River Bridge                                                                    | EA        | 1        | \$ 28,376.13  | \$ 28,376.13      | 1                   | \$ 28,376.13               |                  | \$ -                                | \$ -                                    | \$ 28,376.13    | 100%                   | \$ -                             | \$ 1,418.81   |
| 19                                                                                                                                          | Pool Decking                                                                         | SF        | 18622    | \$ 11.25      | \$ 209,497.50     | 18622               | \$ 209,497.50              |                  | \$ -                                | \$ -                                    | \$ 209,497.50   | 100%                   | \$ -                             | \$ 10,474.88  |
| 20                                                                                                                                          | Pool Tower Shower(complete and operable w/ drain and water supply) 565 SM ADA SHOWER | EA        | 1        | \$ 7,620.26   | \$ 7,620.26       | 1                   | \$ 7,620.26                |                  | \$ -                                | \$ -                                    | \$ 7,620.26     | 100%                   | \$ -                             | \$ 381.01     |
| 21                                                                                                                                          | Pool Inner Tube Corral                                                               | EA        | 3        | \$ 1,016.38   | \$ 3,049.14       |                     | \$ -                       |                  | \$ -                                | \$ -                                    | \$ -            | 0%                     | \$ 3,049.14                      | \$ -          |
| 22                                                                                                                                          | Pool                                                                                 | LS        | 1        | \$ 565,362.17 | \$ 565,362.17     | 1.00                | \$ 565,362.17              |                  | \$ -                                | \$ -                                    | \$ 565,362.17   | 100%                   | \$ -                             | \$ 28,268.11  |
| 23                                                                                                                                          | Lazy River                                                                           | LS        | 1        | \$ 768,573.84 | \$ 768,573.84     | 1.00                | \$ 768,573.84              |                  | \$ -                                | \$ -                                    | \$ 768,573.84   | 100%                   | \$ -                             | \$ 38,428.69  |
| 24                                                                                                                                          | Water Slide (complete and operable)                                                  | LS        | 1        | \$ 183,073.57 | \$ 183,073.57     | 1.00                | \$ 183,073.57              |                  | \$ -                                | \$ -                                    | \$ 183,073.57   | 100%                   | \$ -                             | \$ 9,153.68   |
| 25                                                                                                                                          | Vortex Splash Equipment(in pool area complete and operable)                          | LS        | 1        | \$ 125,314.01 | \$ 125,314.01     | 1.00                | \$ 125,314.01              |                  | \$ -                                | \$ -                                    | \$ 125,314.01   | 100%                   | \$ -                             | \$ 6,265.70   |
| 26                                                                                                                                          | 3' Wide River Rock Band at Lazy River                                                | LF        | 110      | \$ 75.79      | \$ 8,336.90       | 110.00              | \$ 8,336.90                |                  | \$ -                                | \$ -                                    | \$ 8,336.90     | 100%                   | \$ -                             | \$ 416.85     |
| 27                                                                                                                                          | Triangle Fabric Shade Structures                                                     | LS        | 1        | \$ 129,383.22 | \$ 129,383.22     | 1.00                | \$ 129,383.22              |                  | \$ -                                | \$ -                                    | \$ 129,383.22   | 100%                   | \$ -                             | \$ 6,469.16   |
| 28                                                                                                                                          | Synthetic Turf                                                                       | SF        |          | \$ -          | \$ -              |                     | \$ -                       |                  | \$ -                                | \$ -                                    | \$ -            |                        | \$ -                             | \$ -          |
| 29                                                                                                                                          | Hammocks (installed w/ posts)                                                        | EA        | 4        | \$ 3,795.21   | \$ 15,180.84      | 4                   | \$ 15,180.84               |                  | \$ -                                | \$ -                                    | \$ 15,180.84    | 100%                   | \$ -                             | \$ 759.04     |
| 30                                                                                                                                          | Trash Receptacle                                                                     | EA        | 4        | \$ 2,340.26   | \$ 9,361.04       | 4                   | \$ 9,361.04                |                  | \$ -                                | \$ -                                    | \$ 9,361.04     | 100%                   | \$ -                             | \$ 468.05     |
| SUBTOTAL POOL/LAZY RIVER HARDSCAPE                                                                                                          |                                                                                      |           |          |               | \$ 2,785,402.33   |                     | \$ 2,782,353.19            |                  | \$ -                                | \$ -                                    | \$ 2,782,353.19 | 100%                   | \$ 3,049.14                      | \$ 139,117.66 |
| Package 2 Restroom Pavilion                                                                                                                 |                                                                                      |           |          |               |                   |                     |                            |                  |                                     |                                         |                 |                        |                                  |               |
| 1                                                                                                                                           | Temporary Enclosures                                                                 | LS        | 1        | \$ -          | \$ -              |                     | \$ -                       |                  | \$ -                                | \$ -                                    | \$ -            | #DIV/0!                | \$ -                             | \$ -          |
| 2                                                                                                                                           | Final Clean                                                                          | LS        | 1        | \$ 1,392.25   | \$ 1,392.25       | 1                   | \$ 1,392.25                |                  | \$ -                                | \$ -                                    | \$ 1,392.25     | 100%                   | \$ -                             | \$ 69.61      |
| 3                                                                                                                                           | Layout & Equipment                                                                   | LS        | 1        | \$ 1,768.53   | \$ 1,768.53       | 1                   | \$ 1,768.53                |                  | \$ -                                | \$ -                                    | \$ 1,768.53     | 100%                   | \$ -                             | \$ 88.43      |
| 4                                                                                                                                           | Concrete Equipment                                                                   | LS        | 1        | \$ -          | \$ -              |                     | \$ -                       |                  | \$ -                                | \$ -                                    | \$ -            | #DIV/0!                | \$ -                             | \$ -          |
| 5                                                                                                                                           | Cast in Place Concrete                                                               | LS        | 1        | \$ 74,076.71  | \$ 74,076.71      | 1                   | \$ 74,076.71               |                  | \$ -                                | \$ -                                    | \$ 74,076.71    | 100%                   | \$ -                             | \$ 3,703.84   |
| 6                                                                                                                                           | Masonry                                                                              | LS        | 1        | \$ 499.56     | \$ 499.56         | 1                   | \$ 499.56                  |                  | \$ -                                | \$ -                                    | \$ 499.56       | 100%                   | \$ -                             | \$ 24.98      |
| 7                                                                                                                                           | Stone                                                                                | LS        | 1        | \$ 16,287.74  | \$ 16,287.74      | 1                   | \$ 16,287.74               |                  | \$ -                                | \$ -                                    | \$ 16,287.74    | 100%                   | \$ -                             | \$ 814.39     |
| 8                                                                                                                                           | Steel Fabrication                                                                    | LS        | 1        | \$ 681.55     | \$ 681.55         | 1                   | \$ 681.55                  |                  | \$ -                                | \$ -                                    | \$ 681.55       | 100%                   | \$ -                             | \$ 34.08      |
| 9                                                                                                                                           | Steel Erection                                                                       | LS        | 1        | \$ -          | \$ -              |                     | \$ -                       |                  | \$ -                                | \$ -                                    | \$ -            | #DIV/0!                | \$ -                             | \$ -          |
| 9                                                                                                                                           | Misc. Metals                                                                         | LS        | 1        | \$ -          | \$ -              |                     | \$ -                       |                  | \$ -                                | \$ -                                    | \$ -            | #DIV/0!                | \$ -                             | \$ -          |
| 10                                                                                                                                          | Rough Carpentry                                                                      | LS        | 1        | \$ 179,700.30 | \$ 179,700.30     | 1                   | \$ 179,700.30              |                  | \$ -                                | \$ -                                    | \$ 179,700.30   | 100%                   | \$ -                             | \$ 8,985.02   |
| 11                                                                                                                                          | Timber Framed Carpentry                                                              | LS        | 1        | \$ -          | \$ -              |                     | \$ -                       |                  | \$ -                                | \$ -                                    | \$ -            | #DIV/0!                | \$ -                             | \$ -          |



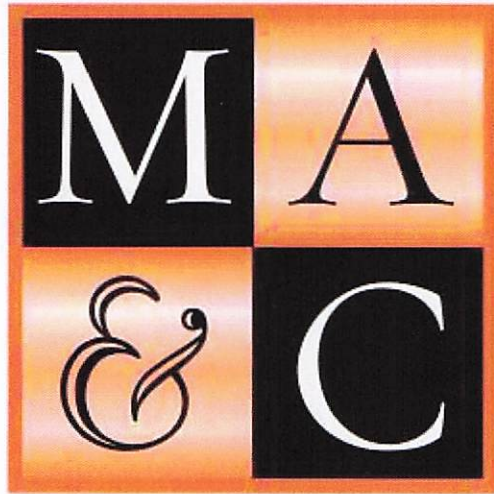
| CONTINUATION SHEET                                                                                                   |                                                               |           |          |                | AIA DOCUMENT G703 |                         | PROJECT:                   |                  | Sunterra Recreation Center Facility |                            |                                    |           |                   |              |
|----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|-----------|----------|----------------|-------------------|-------------------------|----------------------------|------------------|-------------------------------------|----------------------------|------------------------------------|-----------|-------------------|--------------|
| AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached |                                                               |           |          |                |                   |                         |                            |                  |                                     |                            |                                    |           |                   |              |
| In tabulations below, amounts are stated to the nearest dollar, Application No: 15 - Partial RET                     |                                                               |           |          |                |                   |                         |                            |                  |                                     |                            |                                    |           |                   |              |
| Use Column 1 on Contracts where variable retainage for line items may apply Application Date: 7/22/2024              |                                                               |           |          |                |                   |                         |                            |                  |                                     |                            |                                    |           |                   |              |
| A                                                                                                                    | B                                                             |           |          |                | C                 |                         | D                          | COMPLETED        | E                                   | F                          | G                                  |           | H                 | I            |
| ITEM NO.                                                                                                             | DESCRIPTION OF WORK                                           | Unit Type | Unit Qty | Unit Price     | SCHEDULED         | Previous Previous Units | FROM PREVIOUS APPLICATIONS | Current Quantity | THIS PERIOD                         | MATERIALS PRESENTLY STORED | TOTAL COMPLETED AND STORED TO DATE | PERCENT % | BALANCE TO FINISH | RETAINAGE 5% |
| 12                                                                                                                   | Fixed Ladder                                                  | LS        | 1        | \$ 3,144.09    | \$ 3,144.09       | 1                       | \$ 3,144.09                |                  | \$ -                                | \$ -                       | \$ 3,144.09                        | 100%      | \$ -              | \$ 157.20    |
| 13                                                                                                                   | Building Insulation                                           | LS        | 1        | \$ 10,004.86   | \$ 10,004.86      | 1                       | \$ 10,004.86               |                  | \$ -                                | \$ -                       | \$ 10,004.86                       | 100%      | \$ -              | \$ 500.24    |
| 14                                                                                                                   | Metal Wall Panels                                             | LS        | 1        | \$ -           | \$ -              |                         | \$ -                       |                  | \$ -                                | \$ -                       | \$ -                               | #DIV/0!   | \$ -              | \$ -         |
| 15                                                                                                                   | Standing Seam Metal Roofing & Accessories                     | LS        | 1        | \$ 75,229.53   | \$ 75,229.53      | 1                       | \$ 75,229.53               |                  | \$ -                                | \$ -                       | \$ 75,229.53                       | 100%      | \$ -              | \$ 3,761.48  |
| 16                                                                                                                   | Wood Siding                                                   | LS        | 1        | \$ -           | \$ -              |                         | \$ -                       |                  | \$ -                                | \$ -                       | \$ -                               | #DIV/0!   | \$ -              | \$ -         |
| 17                                                                                                                   | Door / Hardware Installation                                  | LS        | 1        | \$ 12,439.61   | \$ 12,439.61      | 1                       | \$ 12,439.61               |                  | \$ -                                | \$ -                       | \$ 12,439.61                       | 100%      | \$ -              | \$ 621.98    |
| 18                                                                                                                   | Door Hardware                                                 | LS        | 1        | \$ -           | \$ -              |                         | \$ -                       |                  | \$ -                                | \$ -                       | \$ -                               | #DIV/0!   | \$ -              | \$ -         |
| 19                                                                                                                   | Sectional Doors                                               | LS        | 1        | \$ -           | \$ -              |                         | \$ -                       |                  | \$ -                                | \$ -                       | \$ -                               | #DIV/0!   | \$ -              | \$ -         |
| 20                                                                                                                   | Storefronts                                                   | LS        | 1        | \$ 41,407.92   | \$ 41,407.92      | 1                       | \$ 41,407.92               |                  | \$ -                                | \$ -                       | \$ 41,407.92                       | 100%      | \$ -              | \$ 2,070.40  |
| 21                                                                                                                   | Glass and Glazing                                             | LS        | 1        | \$ -           | \$ -              |                         | \$ -                       |                  | \$ -                                | \$ -                       | \$ -                               | #DIV/0!   | \$ -              | \$ -         |
| 22                                                                                                                   | Louvers and Vents                                             | LS        | 1        | \$ 1,030.41    | \$ 1,030.41       | 1                       | \$ 1,030.41                |                  | \$ -                                | \$ -                       | \$ 1,030.41                        | 100%      | \$ -              | \$ 51.52     |
| 23                                                                                                                   | Gypsum                                                        | LS        | 1        | \$ -           | \$ -              |                         | \$ -                       |                  | \$ -                                | \$ -                       | \$ -                               | #DIV/0!   | \$ -              | \$ -         |
| 24                                                                                                                   | Rubber Base                                                   | LS        | 1        | \$ -           | \$ -              |                         | \$ -                       |                  | \$ -                                | \$ -                       | \$ -                               | #DIV/0!   | \$ -              | \$ -         |
| 25                                                                                                                   | Ceramic Tile                                                  | LS        | 1        | \$ 21,404.31   | \$ 21,404.31      | 1                       | \$ 21,404.31               |                  | \$ -                                | \$ -                       | \$ 21,404.31                       | 100%      | \$ -              | \$ 1,070.22  |
| 26                                                                                                                   | Flooring Preparation                                          | LS        | 1        | \$ -           | \$ -              |                         | \$ -                       |                  | \$ -                                | \$ -                       | \$ -                               | #DIV/0!   | \$ -              | \$ -         |
| 27                                                                                                                   | Flooring Protection                                           | LS        | 1        | \$ -           | \$ -              |                         | \$ -                       |                  | \$ -                                | \$ -                       | \$ -                               | #DIV/0!   | \$ -              | \$ -         |
| 28                                                                                                                   | Concrete Floor Sealer                                         | LS        | 1        | \$ 2,899.41    | \$ 2,899.41       | 1                       | \$ 2,899.41                |                  | \$ -                                | \$ -                       | \$ 2,899.41                        | 100%      | \$ -              | \$ 144.97    |
| 29                                                                                                                   | Aluminum Canopies                                             | LS        | 1        | \$ -           | \$ -              |                         | \$ -                       |                  | \$ -                                | \$ -                       | \$ -                               | #DIV/0!   | \$ -              | \$ -         |
| 30                                                                                                                   | Painting                                                      | LS        | 1        | \$ 68,790.93   | \$ 68,790.93      | 1                       | \$ 68,790.93               |                  | \$ -                                | \$ -                       | \$ 68,790.93                       | 100%      | \$ -              | \$ 3,439.55  |
| 31                                                                                                                   | Signage and Graphics                                          | LS        | 1        | \$ -           | \$ -              |                         | \$ -                       |                  | \$ -                                | \$ -                       | \$ -                               | #DIV/0!   | \$ -              | \$ -         |
| 32                                                                                                                   | Toilet Accessories                                            | LS        | 1        | \$ 25,821.86   | \$ 25,821.86      | 1                       | \$ 25,821.86               |                  | \$ -                                | \$ -                       | \$ 25,821.86                       | 100%      | \$ -              | \$ 1,291.09  |
| 33                                                                                                                   | Fire Extinguishers                                            | LS        | 1        | \$ 275.81      | \$ 275.81         | 1                       | \$ 275.81                  |                  | \$ -                                | \$ -                       | \$ 275.81                          | 100%      | \$ -              | \$ 13.79     |
| 34                                                                                                                   | Plumbing                                                      | LS        | 1        | \$ 81,352.57   | \$ 81,352.57      | 1                       | \$ 81,352.57               |                  | \$ -                                | \$ -                       | \$ 81,352.57                       | 100%      | \$ -              | \$ 4,067.63  |
| 35                                                                                                                   | HVAC                                                          | LS        | 1        | \$ 54,887.73   | \$ 54,887.73      | 1                       | \$ 54,887.73               |                  | \$ -                                | \$ -                       | \$ 54,887.73                       | 100%      | \$ -              | \$ 2,744.39  |
| 36                                                                                                                   | Testing and Balancing                                         | LS        | 1        | \$ -           | \$ -              |                         | \$ -                       |                  | \$ -                                | \$ -                       | \$ -                               | #DIV/0!   | \$ -              | \$ -         |
| 37                                                                                                                   | HVAC Filter Changes                                           | LS        | 1        | \$ -           | \$ -              |                         | \$ -                       |                  | \$ -                                | \$ -                       | \$ -                               | #DIV/0!   | \$ -              | \$ -         |
| 38                                                                                                                   | Electrical                                                    | LS        | 1        | \$ 29,598.95   | \$ 29,598.95      | 1                       | \$ 29,598.95               |                  | \$ -                                | \$ -                       | \$ 29,598.95                       | 100%      | \$ -              | \$ 1,479.95  |
| 39                                                                                                                   | Lighting                                                      | LS        | 1        | \$ 78,301.03   | \$ 78,301.03      | 1                       | \$ 78,301.03               |                  | \$ -                                | \$ -                       | \$ 78,301.03                       | 100%      | \$ -              | \$ 3,915.05  |
| 40                                                                                                                   | Access Control                                                | LS        | 1        | \$ -           | \$ -              |                         | \$ -                       |                  | \$ -                                | \$ -                       | \$ -                               | #DIV/0!   | \$ -              | \$ -         |
| 41                                                                                                                   | Fire Detection / Alarm                                        | LS        | 1        | \$ 14,871.57   | \$ 14,871.57      | 1                       | \$ 14,871.57               |                  | \$ -                                | \$ -                       | \$ 14,871.57                       | 100%      | \$ -              | \$ 743.58    |
| 42                                                                                                                   |                                                               |           |          | \$ -           | \$ -              |                         | \$ -                       |                  | \$ -                                | \$ -                       | \$ -                               | #DIV/0!   | \$ -              | \$ -         |
| SUBTOTAL PACKAGE 2 RESTROOM PAVILION                                                                                 |                                                               |           |          |                | \$ 795,867.23     |                         | \$ 795,867.23              |                  | \$ -                                | \$ -                       | \$ 795,867.23                      | 100%      | \$ -              | \$ 39,793.36 |
| GRAND TOTAL BASE BID                                                                                                 |                                                               |           |          |                | \$ 8,113,847.82   |                         | \$ 7,985,781.36            |                  |                                     |                            | \$ 7,985,781.36                    |           | \$ 128,066.46     |              |
| Alternate Items                                                                                                      |                                                               |           |          |                |                   |                         |                            |                  |                                     |                            |                                    |           |                   |              |
| A1                                                                                                                   | Alternate #1: Broom Finish Concrete in lieu of Sundeck paving | SF        | 18453    | \$ (4.79)      | \$ (88,389.87)    |                         | \$ -                       |                  | \$ -                                | \$ -                       | \$ -                               | 0%        | \$ (88,389.87)    | \$ -         |
| SUBTOTAL ALTERNATE ITEMS                                                                                             |                                                               |           |          |                | \$ (88,389.87)    |                         | \$ -                       |                  | \$ -                                | \$ -                       | \$ -                               | 0%        | \$ (88,389.87)    | \$ -         |
| A2                                                                                                                   | Alternate #2: Coordination w building / clubhouse contractor  | LS        | 1        | \$ -           | \$ -              |                         | \$ -                       |                  | \$ -                                | \$ -                       | \$ -                               | #DIV/0!   | \$ -              | \$ -         |
| SUBTOTAL ALTERNATE #2: COORDINATION W BUILDING / CLUBHOUSE CONTRACTOR                                                |                                                               |           |          |                | \$ -              |                         | \$ -                       |                  | \$ -                                | \$ -                       | \$ -                               | #DIV/0!   | \$ -              | \$ -         |
| A3                                                                                                                   | Alternate #3: ve Light Fixtures                               | LS        | 1        | \$ (12,120.00) | \$ (12,120.00)    |                         | \$ -                       |                  | \$ -                                | \$ -                       | \$ -                               | 0%        | \$ (12,120.00)    | \$ -         |
| SUBTOTAL ALTERNATE #2: COORDINATION W BUILDING / CLUBHOUSE CONTRACTOR                                                |                                                               |           |          |                | \$ (12,120.00)    |                         | \$ -                       |                  | \$ -                                | \$ -                       | \$ -                               | 0%        | \$ (12,120.00)    | \$ -         |
| 001                                                                                                                  | Owner Change Order # 001                                      | LS        | 1        | \$ 78,812.16   | \$ 78,812.16      | 1                       | \$ 78,812.16               |                  | \$ -                                | \$ -                       | \$ 78,812.16                       | 100%      | \$ -              | \$ 3,940.61  |
| SUBTOTAL OWNER CHANGE ORDER # 001                                                                                    |                                                               |           |          |                | \$ 78,812.16      |                         | \$ 78,812.16               |                  | \$ -                                | \$ -                       | \$ 78,812.16                       | 100%      | \$ -              | \$ 3,940.61  |

| CONTINUATION SHEET                                                          |                                                                                     |              |             |               |                |                     |                               |                     |                |                                       |                                               |                   |                              |                      |
|-----------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------|-------------|---------------|----------------|---------------------|-------------------------------|---------------------|----------------|---------------------------------------|-----------------------------------------------|-------------------|------------------------------|----------------------|
| AIA Document G703                                                           |                                                                                     |              |             |               |                |                     |                               |                     |                |                                       |                                               |                   |                              |                      |
| PROJECT: Sunterra Recreation Center Facility                                |                                                                                     |              |             |               |                |                     |                               |                     |                |                                       |                                               |                   |                              |                      |
| AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing      |                                                                                     |              |             |               |                |                     |                               |                     |                |                                       |                                               |                   |                              |                      |
| Contractor's signed Certification is attached                               |                                                                                     |              |             |               |                |                     |                               |                     |                |                                       |                                               |                   |                              |                      |
| In tabulations below, amounts are stated to the nearest dollar,             |                                                                                     |              |             |               |                |                     |                               |                     |                |                                       |                                               |                   |                              |                      |
| Use Column 1 on Contracts where variable retainage for line items may apply |                                                                                     |              |             |               |                |                     |                               |                     |                |                                       |                                               |                   |                              |                      |
| A<br>ITEM<br>NO.                                                            | B<br>DESCRIPTION OF WORK                                                            | Unit<br>Type | Unit<br>Qty | Unit<br>Price | C<br>SCHEDULED | D<br>WORK COMPLETED |                               |                     |                | F<br>MATERIALS<br>PRESENTLY<br>STORED | G<br>TOTAL COMPLETED<br>AND<br>STORED TO DATE | H<br>PERCENT<br>% | I<br>BALANCE<br>TO<br>FINISH | J<br>RETAINAGE<br>5% |
|                                                                             |                                                                                     |              |             |               |                | Previous<br>Units   | FROM PREVIOUS<br>APPLICATIONS | Current<br>Quantity | THIS<br>PERIOD |                                       |                                               |                   |                              |                      |
| 002                                                                         | Owner Change Order # 002 - Electrical Changes IFC                                   | LS           | 1           | \$ 23,162.69  | \$ 23,162.69   | 1                   | \$ 23,162.69                  |                     | \$ -           | \$ -                                  | \$ 23,162.69                                  | 100%              | \$ -                         | \$ 1,158.13          |
|                                                                             | SUBTOTAL OWNER CHANGE ORDER # 002 - ELECTRICAL CHANGES IFC                          |              |             |               | \$ 23,162.69   |                     | \$ 23,162.69                  |                     | \$ -           | \$ -                                  | \$ 23,162.69                                  | 100%              | \$ -                         | \$ 1,158.13          |
| 003                                                                         | Owner Change Order # 003 - Data Sleeves                                             | LS           | 1           | \$ 19,771.96  | \$ 19,771.96   | 1                   | \$ 19,771.96                  |                     | \$ -           | \$ -                                  | \$ 19,771.96                                  | 100%              | \$ -                         | \$ 988.60            |
|                                                                             | SUBTOTAL OWNER CHANGE ORDER # 003 - DATA SLEEVES                                    |              |             |               | \$ 19,771.96   |                     | \$ 19,771.96                  |                     | \$ -           | \$ -                                  | \$ 19,771.96                                  | 100%              | \$ -                         | \$ 988.60            |
| 004                                                                         | Owner Change Order # 004 - 3in WATER METER                                          | LS           | 1           | \$ 26,705.61  | \$ 26,705.61   | 1                   | \$ 26,705.61                  |                     | \$ -           | \$ -                                  | \$ 26,705.61                                  | 100%              | \$ -                         | \$ 1,335.28          |
|                                                                             | SUBTOTAL OWNER CHANGE ORDER # 004 - 3IN WATER METER                                 |              |             |               | \$ 26,705.61   |                     | \$ 26,705.61                  |                     | \$ -           | \$ -                                  | \$ 26,705.61                                  | 100%              | \$ -                         | \$ 1,335.28          |
| 005                                                                         | Owner Change Order # 005 - ELECT BUS CT CAN                                         | LS           | 1           | \$ 10,328.18  | \$ 10,328.18   | 1                   | \$ 10,328.18                  |                     | \$ -           | \$ -                                  | \$ 10,328.18                                  | 100%              | \$ -                         | \$ 516.41            |
|                                                                             | SUBTOTAL OWNER CHANGE ORDER # 005 - ELECT BUS CT CAN                                |              |             |               | \$ 10,328.18   |                     | \$ 10,328.18                  |                     | \$ -           | \$ -                                  | \$ 10,328.18                                  | 100%              | \$ -                         | \$ 516.41            |
| 006                                                                         | Owner Change Order # 006 - ADDITIONAL SLEEVES                                       | LS           | 1           | \$ 18,735.07  | \$ 18,735.07   | 1                   | \$ 18,735.07                  |                     | \$ -           | \$ -                                  | \$ 18,735.07                                  | 100%              | \$ -                         | \$ 936.75            |
|                                                                             | SUBTOTAL OWNER CHANGE ORDER # 006 - ADDITIONAL SLEEVES                              |              |             |               | \$ 18,735.07   |                     | \$ 18,735.07                  |                     | \$ -           | \$ -                                  | \$ 18,735.07                                  | 100%              | \$ -                         | \$ 936.75            |
| 007                                                                         | Owner Change Order # 007 - MISC CHANGES                                             | LS           | 1           | \$ 6,764.79   | \$ 6,764.79    | 1                   | \$ 6,764.79                   |                     | \$ -           | \$ -                                  | \$ 6,764.79                                   | 100%              | \$ -                         | \$ 338.24            |
|                                                                             | SUBTOTAL OWNER CHANGE ORDER # 007 - MISC CHANGES                                    |              |             |               | \$ 6,764.79    |                     | \$ 6,764.79                   |                     | \$ -           | \$ -                                  | \$ 6,764.79                                   | 100%              | \$ -                         | \$ 338.24            |
| 008                                                                         | Owner Change Order # 008 - CANOPY FOR WATER SLIDE                                   | LS           | 1           | \$ 42,815.45  | \$ 42,815.45   | 1                   | \$ 42,815.45                  |                     | \$ -           | \$ -                                  | \$ 42,815.45                                  | 100%              | \$ -                         | \$ 2,140.77          |
|                                                                             | SUBTOTAL OWNER CHANGE ORDER # 008 - CANOPY FOR WATER SLIDE                          |              |             |               | \$ 42,815.45   |                     | \$ 42,815.45                  |                     | \$ -           | \$ -                                  | \$ 42,815.45                                  | 100%              | \$ -                         | \$ 2,140.77          |
| 009                                                                         | Owner Change Order # 009 - MONUMENT RELOCATION                                      | LS           | 1           | \$ 3,319.49   | \$ 3,319.49    | 1                   | \$ 3,319.49                   |                     | \$ -           | \$ -                                  | \$ 3,319.49                                   | 100%              | \$ -                         | \$ 165.97            |
|                                                                             | SUBTOTAL OWNER CHANGE ORDER # 009 - MONUMENT RELOCATION                             |              |             |               | \$ 3,319.49    |                     | \$ 3,319.49                   |                     | \$ -           | \$ -                                  | \$ 3,319.49                                   | 100%              | \$ -                         | \$ 165.97            |
| 010                                                                         | Owner Change Order # 010 - SOD CHANGE, MID BLOCK CROSS                              | LS           | 1           | \$ 54,562.17  | \$ 54,562.17   | 1                   | \$ 54,562.17                  |                     | \$ -           | \$ -                                  | \$ 54,562.17                                  | 100%              | \$ -                         | \$ 2,728.11          |
|                                                                             | SUBTOTAL OWNER CHANGE ORDER # 010 - SOD CHANGE, MID BLOCK CROSSING                  |              |             |               | \$ 54,562.17   |                     | \$ 54,562.17                  |                     | \$ -           | \$ -                                  | \$ 54,562.17                                  | 100%              | \$ -                         | \$ 2,728.11          |
| 011                                                                         | Owner Change Order # 011 Louver Doors, gate enclosures, wa                          | LS           | 1           | \$ 29,753.21  | \$ 29,753.21   | 0.75                | \$ 22,314.91                  |                     | \$ -           | \$ -                                  | \$ 22,314.91                                  | 75%               | \$ 7,438.30                  | \$ 1,115.75          |
|                                                                             | SUBTOTAL OWNER CHANGE ORDER # 011 LOUVER DOORS, GATE ENCLOSURES, WAX MYRTLES, WATER |              |             |               | \$ 29,753.21   |                     | \$ 22,314.91                  |                     | \$ -           | \$ -                                  | \$ 22,314.91                                  | 75%               | \$ 7,438.30                  | \$ 1,115.75          |
|                                                                             | <b>Supplemental Pricing Items</b>                                                   |              |             |               |                |                     |                               |                     |                |                                       |                                               |                   |                              |                      |
| S1                                                                          | Bore and Sleeve                                                                     | LF           | 1           | \$ 54.06      | \$ 54.06       |                     | \$ -                          |                     | \$ -           | \$ -                                  | \$ -                                          | 0%                | \$ 54.06                     | \$ -                 |
| S2                                                                          | Hand Watering (Bleed Valves)                                                        | DAY          | 1           | \$ 840.94     | \$ 840.94      |                     | \$ -                          |                     | \$ -           | \$ -                                  | \$ -                                          | 0%                | \$ 840.94                    | \$ -                 |
| S3                                                                          | Truck Watering                                                                      | DAY          | 1           | \$ 2,522.80   | \$ 2,522.80    |                     | \$ -                          |                     | \$ -           | \$ -                                  | \$ -                                          | 0%                | \$ 2,522.80                  | \$ -                 |
| S4                                                                          | Generator                                                                           | WEEK         | 1           | \$ 1,705.63   | \$ 1,705.63    |                     | \$ -                          |                     | \$ -           | \$ -                                  | \$ -                                          | 0%                | \$ 1,705.63                  | \$ -                 |
| S5                                                                          | Clean Builder Debris                                                                | DAY          | 1           | \$ 3,604.00   | \$ 3,604.00    |                     | \$ -                          |                     | \$ -           | \$ -                                  | \$ -                                          | 0%                | \$ 3,604.00                  | \$ -                 |
| S6                                                                          | Adjust Storm Sewer Manholes                                                         | EA           | 1           | \$ 2,402.67   | \$ 2,402.67    |                     | \$ -                          |                     | \$ -           | \$ -                                  | \$ -                                          | 0%                | \$ 2,402.67                  | \$ -                 |
| S7                                                                          | Import and Place Soil                                                               | CY           | 100         | \$ 54.54      | \$ 5,454.00    |                     | \$ -                          |                     | \$ -           | \$ -                                  | \$ -                                          | 0%                | \$ 5,454.00                  | \$ -                 |
| S8                                                                          | Haul and Dispose Soil                                                               | CY           | 100         | \$ 96.11      | \$ 9,611.00    |                     | \$ -                          |                     | \$ -           | \$ -                                  | \$ -                                          | 0%                | \$ 9,611.00                  | \$ -                 |
| S9                                                                          | Silt Fence Removal                                                                  | LF           | 1           | \$ 3.61       | \$ 3.61        |                     | \$ -                          |                     | \$ -           | \$ -                                  | \$ -                                          | 0%                | \$ 3.61                      | \$ -                 |
| S10                                                                         | Sanitary Line Clean Out                                                             | EA           | 1           | \$ 300.33     | \$ 300.33      |                     | \$ -                          |                     | \$ -           | \$ -                                  | \$ -                                          | 0%                | \$ 300.33                    | \$ -                 |
| S11                                                                         | New Sanitary Manhole                                                                | EA           | 1           | \$ 4,805.33   | \$ 4,805.33    |                     | \$ -                          |                     | \$ -           | \$ -                                  | \$ -                                          | 0%                | \$ 4,805.33                  | \$ -                 |
| S12                                                                         | 8" Sanitary PVC                                                                     | LF           | 10          | \$ 78.09      | \$ 780.90      |                     | \$ -                          |                     | \$ -           | \$ -                                  | \$ -                                          | 0%                | \$ 780.90                    | \$ -                 |
|                                                                             | SUBTOTAL SUPPLEMENTAL PRICING ITEMS                                                 |              |             |               | \$ 32,085.27   |                     | \$ -                          |                     | \$ -           | \$ -                                  | \$ -                                          | 0%                | \$ 32,085.27                 | \$ -                 |



| CONTINUATION SHEET                                                                                                                             |                                                                          |           |          |            | AIA DOCUMENT G703 |                            |                                                                  |             |                            | PROJECT: Sunterra Recreation Center Facility |           |                   |               |  |
|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|-----------|----------|------------|-------------------|----------------------------|------------------------------------------------------------------|-------------|----------------------------|----------------------------------------------|-----------|-------------------|---------------|--|
| AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached                           |                                                                          |           |          |            |                   |                            |                                                                  |             |                            |                                              |           |                   |               |  |
| Application No: 15 - Partial RET                                                                                                               |                                                                          |           |          |            |                   |                            |                                                                  |             |                            |                                              |           |                   |               |  |
| Application Date: 7/22/2024                                                                                                                    |                                                                          |           |          |            |                   |                            |                                                                  |             |                            |                                              |           |                   |               |  |
| In tabulations below, amounts are stated to the nearest dollar,<br>Use Column 1 on Contracts where variable retainage for line items may apply |                                                                          |           |          |            |                   |                            |                                                                  |             |                            |                                              |           |                   |               |  |
| A                                                                                                                                              | B                                                                        |           |          |            | C                 |                            | D                                                                | E           | F                          | G                                            | H         | I                 |               |  |
| ITEM NO.                                                                                                                                       | DESCRIPTION OF WORK                                                      | Unit Type | Unit Qty | Unit Price | SCHEDULED         | Previous<br>Previous Units | WORK COMPLETED<br>FROM PREVIOUS APPLICATIONS<br>Current Quantity | THIS PERIOD | MATERIALS PRESENTLY STORED | TOTAL COMPLETED AND STORED TO DATE           | PERCENT % | BALANCE TO FINISH | RETAINAGE 5%  |  |
|                                                                                                                                                |                                                                          |           |          |            |                   |                            |                                                                  |             |                            |                                              |           |                   |               |  |
| BID TOTALS:                                                                                                                                    |                                                                          |           |          |            |                   |                            |                                                                  |             |                            |                                              |           |                   |               |  |
|                                                                                                                                                | SUBTOTAL GENERAL CONDITIONS                                              |           |          |            | \$ 277,848.89     |                            | \$ 259,057.91                                                    | \$ -        | \$ -                       | \$ 259,057.91                                | 93%       | \$ 18,790.98      | \$ 12,952.90  |  |
|                                                                                                                                                | SUBTOTAL SOFTSCAPE(OUTSIDE POOL FENCE)                                   |           |          |            | \$ 673,691.30     |                            | \$ 632,151.30                                                    | \$ -        | \$ -                       | \$ 632,151.30                                | 94%       | \$ 41,540.00      | \$ 31,607.57  |  |
|                                                                                                                                                | SUBTOTAL HARDSCAPE(OUTSIDE POOL FENCE)                                   |           |          |            | \$ 3,523,730.87   |                            | \$ 3,459,044.53                                                  | \$ -        | \$ -                       | \$ 3,459,044.53                              | 98%       | \$ 64,686.34      | \$ 172,952.23 |  |
|                                                                                                                                                | SUBTOTAL POOL/LAZY RIVER SOFTSCAPE                                       |           |          |            | \$ 57,307.20      |                            | \$ 57,307.20                                                     | \$ -        | \$ -                       | \$ 57,307.20                                 | 100%      | \$ -              | \$ 2,865.36   |  |
|                                                                                                                                                | SUBTOTAL SUBTOTAL POOL/LAZY RIVER HARDSCAPE                              |           |          |            | \$ 2,785,402.33   |                            | \$ 2,782,353.19                                                  | \$ -        | \$ -                       | \$ 2,782,353.19                              | 100%      | \$ 3,049.14       | \$ 139,117.66 |  |
|                                                                                                                                                | SUBTOTAL SUBTOTAL PACKAGE 2 RESTROOM PAVILION                            |           |          |            | \$ 795,867.23     |                            | \$ 795,867.23                                                    | \$ -        | \$ -                       | \$ 795,867.23                                | 100%      | \$ -              | \$ 39,793.36  |  |
|                                                                                                                                                | SUBTOTAL ALTERNATE ITEMS                                                 |           |          |            | \$ (100,509.87)   |                            | \$ -                                                             | \$ -        | \$ -                       | \$ -                                         | 0%        | \$ (100,509.87)   | \$ -          |  |
|                                                                                                                                                | SUBTOTAL SUBTOTAL OWNER CHANGE ORDER # 001                               |           |          |            | \$ 78,812.16      |                            | \$ 78,812.16                                                     | \$ -        | \$ -                       | \$ 78,812.16                                 | 100%      | \$ -              | \$ 3,940.61   |  |
|                                                                                                                                                | SUBTOTAL OWNER CHANGE ORDER # 002 - ELECTRICAL CHANGES IFC               |           |          |            | \$ 23,162.69      |                            | \$ 23,162.69                                                     | \$ -        | \$ -                       | \$ 23,162.69                                 | 85%       | \$ -              | \$ 988.60     |  |
|                                                                                                                                                | SUBTOTAL OWNER CHANGE ORDER # 003 - DATA SLEEVES                         |           |          |            | \$ 19,771.96      |                            | \$ 19,771.96                                                     | \$ -        | \$ -                       | \$ 19,771.96                                 | 117%      | \$ -              | \$ 1,158.13   |  |
|                                                                                                                                                | SUBTOTAL OWNER CHANGE ORDER # 004 - 3IN WATER METER                      |           |          |            | \$ 26,705.61      |                            | \$ 26,705.61                                                     | \$ -        | \$ -                       | \$ 26,705.61                                 | 100%      | \$ -              | \$ 1,335.28   |  |
|                                                                                                                                                | SUBTOTAL OWNER CHANGE ORDER # 005 - ELECT BUS CT CAN                     |           |          |            | \$ 10,328.18      |                            | \$ 10,328.18                                                     | \$ -        | \$ -                       | \$ 10,328.18                                 | 100%      | \$ -              | \$ 516.41     |  |
|                                                                                                                                                | SUBTOTAL OWNER CHANGE ORDER # 006 - ADDITIONAL SLEEVES                   |           |          |            | \$ 18,735.07      |                            | \$ 18,735.07                                                     | \$ -        | \$ -                       | \$ 18,735.07                                 | 100%      | \$ -              | \$ 936.75     |  |
|                                                                                                                                                | SUBTOTAL OWNER CHANGE ORDER # 007 - MISC CHANGES                         |           |          |            | \$ 6,764.79       |                            | \$ 6,764.79                                                      | \$ -        | \$ -                       | \$ 6,764.79                                  | 100%      | \$ -              | \$ 338.24     |  |
|                                                                                                                                                | SUBTOTAL OWNER CHANGE ORDER # 008 - CANOPY FOR WATER SLIDE               |           |          |            | \$ 42,815.45      |                            | \$ 42,815.45                                                     | \$ -        | \$ -                       | \$ 42,815.45                                 | 100%      | \$ -              | \$ 2,140.77   |  |
|                                                                                                                                                | SUBTOTAL OWNER CHANGE ORDER # 009 - MONUMENT RELOCATION                  |           |          |            | \$ 3,319.49       |                            | \$ 3,319.49                                                      | \$ -        | \$ -                       | \$ 3,319.49                                  | 100%      | \$ -              | \$ 165.97     |  |
|                                                                                                                                                | SUBTOTAL OWNER CHANGE ORDER # 010 - SOD CHANGE, MID BLOCK CROSSING       |           |          |            | \$ 54,562.17      |                            | \$ 54,562.17                                                     | \$ -        | \$ -                       | \$ 54,562.17                                 | 100%      | \$ -              | \$ 2,728.11   |  |
|                                                                                                                                                | SUBTOTAL OWNER CHANGE ORDER # 011 LOUVER DOORS, GATE ENCLOSURES, WAX MYR |           |          |            | \$ 29,753.21      |                            | \$ 22,314.91                                                     | \$ -        | \$ -                       | \$ 22,314.91                                 | 75%       | \$ 7,438.30       | \$ 1,115.75   |  |
|                                                                                                                                                | GRAND TOTAL (Base Bid):                                                  |           |          |            | \$ 8,328,068.73   |                            | \$ 8,293,073.84                                                  | \$ -        | \$ -                       | \$ 8,293,073.84                              | 100%      | \$ 34,994.89      | \$ 414,653.69 |  |
|                                                                                                                                                | SUBTOTAL SUBTOTAL SUPPLEMENTAL PRICING ITEMS                             |           |          |            | \$ 32,085.27      |                            | \$ -                                                             | \$ -        | \$ -                       | \$ -                                         | 0%        |                   | \$ -          |  |
|                                                                                                                                                |                                                                          |           |          |            |                   |                            |                                                                  |             |                            |                                              |           | \$ 34,994.89      |               |  |

# **EXHIBIT P**



MUNICIPAL ACCOUNTS  
& CONSULTING, L.P.

**Bookkeeper's Report | August 12, 2024**

## **Harris County Municipal Utility District No. 569**



**WEBSITE**

[www.municipalaccounts.com](http://www.municipalaccounts.com)



**ADDRESS**

1281 Brittmoore Road  
Houston, Texas 77043



**CONTACT**

Phone: 713.623.4539  
Fax: 713.629.6859

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# Monthly Financial Summary - General Operating Fund

Harris County MUD No. 569 - GOF



## Account Balance Summary

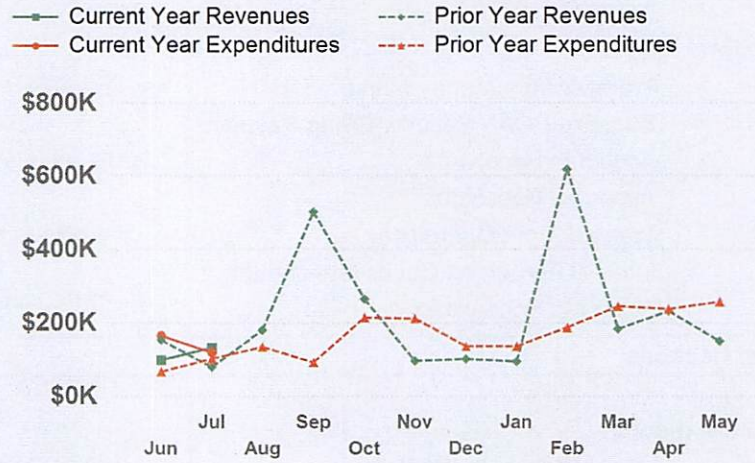
Balance as of 07/23/2024 **\$941,762**

Receipts 297,674

Disbursements (484,116)

Balance as of 08/12/2024 **\$755,320**

## Overall Revenues & Expenditures By Month (Year to Date)



## July 2024

### Revenues

| Actual    | Budget    | Over/(Under) |
|-----------|-----------|--------------|
| \$132,990 | \$126,484 | \$6,506      |

### Expenditures

| Actual    | Budget    | Over/(Under) |
|-----------|-----------|--------------|
| \$119,723 | \$176,655 | (\$56,932)   |

## June 2024 - July 2024 (Year to Date)

### Revenues

| Actual    | Budget    | Over/(Under) |
|-----------|-----------|--------------|
| \$232,642 | \$252,968 | (\$20,326)   |

### Expenditures

| Actual    | Budget    | Over/(Under) |
|-----------|-----------|--------------|
| \$285,414 | \$356,510 | (\$71,096)   |

## Operating Fund Reserve Coverage Ratio (In Months)



# Cash Flow Report - Checking Account

Harris County MUD No. 569 - GOF



| Number                   | Name                                    | Memo                          | Amount       | Balance             |
|--------------------------|-----------------------------------------|-------------------------------|--------------|---------------------|
| Balance as of 07/23/2024 |                                         |                               |              | \$113,742.32        |
| <b>Receipts</b>          |                                         |                               |              |                     |
|                          | Transfer from Money Market              |                               | 79,000.00    |                     |
|                          | Sunterra POA - Security Billing Payment |                               | 5,000.00     |                     |
|                          | Accounts Receivable                     |                               | 56,148.24    |                     |
|                          | Accounts Receivable                     |                               | 3,264.10     |                     |
|                          | Transfer from Operator                  |                               | 78,077.59    |                     |
|                          | Interest Earned on Checking Account     |                               | 100.23       |                     |
|                          | Accounts Receivable                     |                               | 1,551.53     |                     |
| <b>Total Receipts</b>    |                                         |                               |              | <b>\$223,141.69</b> |
| <b>Disbursements</b>     |                                         |                               |              |                     |
| 1272                     | Harris-Waller Co. MUD 4                 | VOID: Purchase Water & Mowing | 0.00         |                     |
| 1302                     | Harris-Waller Co. MUD 4                 | Purchase Water & Mowing       | (78,995.62)  |                     |
| 1303                     | Ali Alkayar                             | Customer Refund               | (97.78)      |                     |
| 1304                     | Bangalore Paramesh                      | Customer Refund               | (222.13)     |                     |
| 1305                     | Faria Antora                            | Customer Refund               | (147.08)     |                     |
| 1306                     | Fariha Salman                           | Customer Refund               | (5.74)       |                     |
| 1307                     | Madison Stacy                           | Customer Refund               | (208.20)     |                     |
| 1308                     | Omotayo Daib                            | Customer Refund               | (103.70)     |                     |
| 1309                     | Rashmi Singh                            | Customer Refund               | (236.07)     |                     |
| 1310                     | Sandip Dasgupta                         | Customer Refund               | (222.13)     |                     |
| 1311                     | Specialized Property Management         | Customer Refund               | (322.13)     |                     |
| 1312                     | Tariq Nisar                             | Customer Refund               | (162.92)     |                     |
| 1313                     | Uma Rachakonda                          | Customer Refund               | (222.13)     |                     |
| 1314                     | Usama Salim                             | Customer Refund               | (148.98)     |                     |
| 1315                     | Best Trash                              | Garbage Expense               | (8,330.00)   |                     |
| 1316                     | Harris-Waller Co. MUD 4                 | Replace Check# 1272           | (107,973.86) |                     |
| 1317                     | Municipal Accounts & Consulting, L.P.   | Bookkeeping Fees              | (4,318.71)   |                     |
| 1318                     | Municipal District Services, LLC        | Maintenance & Repairs         | (86,270.00)  |                     |
| 1319                     | On-Site Protection, LLC                 | Security Expense              | (4,478.57)   |                     |
| 1320                     | Quiddity Engineering, LLC               | Engineering Fees              | (23,557.25)  |                     |
| 1321                     | Schwartz, Page & Harding, L.L.P.        | Legal Fees                    | (6,819.25)   |                     |
| 1322                     | Silt Solutions, Inc                     | Storm Water Management Plan   | (2,070.00)   |                     |
| 1323                     | Water Utility Services                  | Laboratory Expense            | (92.00)      |                     |
| HR&P                     | Nicholas J Luton.                       | Fees of Office - 07/22/2024   | (218.84)     |                     |
| HR&P                     | Blakely Norris.                         | Fees of Office - 07/22/2024   | (204.10)     |                     |
| HR&P                     | Julia Pecina.                           | Fees of Office - 07/22/2024   | (204.10)     |                     |
| HR&P                     | HR&P                                    | Payroll Administration Fee    | (50.00)      |                     |
| HR&P                     | United States Treasury                  | Payroll Tax                   | (101.40)     |                     |
| Svc Chg                  | Central Bank                            | Service Charge                | (5.00)       |                     |



Cash Flow Report - Checking Account  
Harris County MUD No. 569 - GOF



| Number                   | Name         | Memo             | Amount     | Balance        |
|--------------------------|--------------|------------------|------------|----------------|
| Disbursements            |              |                  |            |                |
| Svc Chg                  | Central Bank | Returned Payment | (1,245.32) |                |
| Total Disbursements      |              |                  |            | (\$327,033.01) |
| Balance as of 08/12/2024 |              |                  |            | \$9,851.00     |

# Cash Flow Report - Operator Account

Harris County MUD No. 569 - GOF



| Number                   | Name                | Memo                 | Amount      | Balance       |
|--------------------------|---------------------|----------------------|-------------|---------------|
| Balance as of 07/23/2024 |                     |                      |             | \$30,538.78   |
| Receipts                 |                     |                      |             |               |
|                          | Accounts Receivable |                      | 39,943.08   |               |
|                          | Tap Connections (1) |                      | 2,470.00    |               |
|                          | Tap Connections (2) |                      | 4,940.00    |               |
|                          | Tap Connections (3) |                      | 7,410.00    |               |
|                          | Tap Connections (6) |                      | 14,445.00   |               |
|                          | Accounts Receivable |                      | 1,591.06    |               |
| Total Receipts           |                     |                      |             | \$70,799.14   |
| Disbursements            |                     |                      |             |               |
| Svc Chg                  | Central Bank        | Service Charge       | (5.00)      |               |
| Sweep                    | Central Bank        | Transfer to Checking | (78,077.59) |               |
| Total Disbursements      |                     |                      |             | (\$78,082.59) |
| Balance as of 08/12/2024 |                     |                      |             | \$23,255.33   |

# Actual vs. Budget Comparison

Harris County MUD No. 569 - GOF



|                              |                                 | July 2024 |         |                  | June 2024 - July 2024 |         |                  |                  |
|------------------------------|---------------------------------|-----------|---------|------------------|-----------------------|---------|------------------|------------------|
|                              |                                 | Actual    | Budget  | Over/<br>(Under) | Actual                | Budget  | Over/<br>(Under) | Annual<br>Budget |
| Revenues                     |                                 |           |         |                  |                       |         |                  |                  |
| Water Revenue                |                                 |           |         |                  |                       |         |                  |                  |
| 14101                        | Water- Customer Service Revenue | 62,632    | 74,400  | (11,768)         | 114,549               | 148,800 | (34,251)         | 620,000          |
| 14108                        | Transfer Fees                   | 1,360     | 1,108   | 252              | 3,560                 | 2,217   | 1,343            | 13,300           |
| Total Water Revenue          |                                 | 63,992    | 75,508  | (11,516)         | 118,109               | 151,017 | (32,908)         | 633,300          |
| Wastewater Revenue           |                                 |           |         |                  |                       |         |                  |                  |
| 14201                        | Wastewater-Customer Service Rev | 29,269    | 26,334  | 2,935            | 52,291                | 52,668  | (377)            | 376,200          |
| 14203                        | Wastewater Inspection Fees      | 4,104     | 11,792  | (7,688)          | 5,472                 | 23,583  | (18,111)         | 141,500          |
| Total Wastewater Revenue     |                                 | 33,373    | 38,126  | (4,752)          | 57,763                | 76,251  | (18,488)         | 517,700          |
| Property Tax Revenue         |                                 |           |         |                  |                       |         |                  |                  |
| 14301                        | Maintenance Tax Collections     | 0         | 0       | 0                | 730                   | 0       | 730              | 559,000          |
| Total Property Tax Revenue   |                                 | 0         | 0       | 0                | 730                   | 0       | 730              | 559,000          |
| Tap Connection Revenue       |                                 |           |         |                  |                       |         |                  |                  |
| 14501                        | Tap Connections                 | 22,161    | 43,750  | (21,589)         | 29,673                | 87,500  | (57,827)         | 525,000          |
| 14502                        | Inspection Fees                 | 841       | 4,050   | (3,209)          | 1,406                 | 8,100   | (6,694)          | 48,600           |
| Total Tap Connection Revenue |                                 | 23,002    | 47,800  | (24,798)         | 31,079                | 95,600  | (64,521)         | 573,600          |
| Administrative Revenue       |                                 |           |         |                  |                       |         |                  |                  |
| 14702                        | Penalties & Interest            | 3,381     | 1,525   | 1,856            | 6,639                 | 3,050   | 3,589            | 18,300           |
| Total Administrative Revenue |                                 | 3,381     | 1,525   | 1,856            | 6,639                 | 3,050   | 3,589            | 18,300           |
| Interest Revenue             |                                 |           |         |                  |                       |         |                  |                  |
| 14801                        | Interest Earned on Checking     | 100       | 92      | 9                | 107                   | 183     | (76)             | 1,100            |
| 14802                        | Interest Earned on Temp. Invest | 3,733     | 1,833   | 1,900            | 7,805                 | 3,667   | 4,138            | 22,000           |
| Total Interest Revenue       |                                 | 3,833     | 1,925   | 1,908            | 7,912                 | 3,850   | 4,062            | 23,100           |
| Other Revenue                |                                 |           |         |                  |                       |         |                  |                  |
| 15802                        | Sunterra POA Contribution       | 5,000     | 5,000   | 0                | 10,000                | 10,000  | 0                | 60,000           |
| Total Other Revenue          |                                 | 5,000     | 5,000   | 0                | 10,000                | 10,000  | 0                | 60,000           |
| Total Revenues               |                                 | 132,581   | 169,884 | (37,303)         | 232,234               | 339,768 | (107,534)        | 2,385,000        |

## Expenditures

### Water Service

|                                       |               |               |                 |               |                |                 |                |
|---------------------------------------|---------------|---------------|-----------------|---------------|----------------|-----------------|----------------|
| 16102 Operations - Water              | 849           | 483           | 365             | 1,641         | 967            | 674             | 5,800          |
| 16104 Purchase Water / JWP            | 0             | 54,660        | (54,660)        | 33,362        | 109,320        | (75,958)        | 455,500        |
| 16105 Maintenance & Repairs - Water   | 12,755        | 14,592        | (1,836)         | 17,081        | 29,183         | (12,103)        | 175,100        |
| 16108 Laboratory Expense - Water      | 0             | 0             | 0               | 92            | 0              | 92              | 0              |
| 16113 Transfer Expense                | 4,796         | 2,525         | 2,271           | 10,619        | 5,050          | 5,569           | 30,300         |
| 16117 TCEQ Regulatory Expense - Water | 0             | 0             | 0               | 0             | 0              | 0               | 2,500          |
| <b>Total Water Service</b>            | <b>18,401</b> | <b>72,260</b> | <b>(53,860)</b> | <b>62,794</b> | <b>144,520</b> | <b>(81,726)</b> | <b>669,200</b> |



# Actual vs. Budget Comparison

Harris County MUD No. 569 - GOF



| July 2024 |        |               | June 2024 - July 2024 |         |               | Annual Budget |
|-----------|--------|---------------|-----------------------|---------|---------------|---------------|
| Actual    | Budget | Over/ (Under) | Actual                | Budget  | Over/ (Under) |               |
|           |        |               |                       |         |               |               |
| 822       | 550    | 272           | 1,588                 | 1,100   | 488           | 6,600         |
| 998       | 2,500  | (1,502)       | 3,504                 | 5,000   | (1,496)       | 30,000        |
| 0         | 37,958 | (37,958)      | 33,362                | 75,917  | (42,555)      | 455,500       |
| 4,652     | 10,650 | (5,998)       | 6,550                 | 21,300  | (14,750)      | 127,800       |
| 0         | 0      | 0             | 0                     | 0       | 0             | 2,000         |
| 6,473     | 51,658 | (45,185)      | 45,004                | 103,317 | (58,313)      | 621,900       |
|           |        |               |                       |         |               |               |
| 8,330     | 4,533  | 3,797         | 15,660                | 9,067   | 6,594         | 54,400        |
| 8,330     | 4,533  | 3,797         | 15,660                | 9,067   | 6,594         | 54,400        |
|           |        |               |                       |         |               |               |
| 3,640     | 1,250  | 2,390         | 7,320                 | 2,500   | 4,820         | 15,000        |
| 0         | 15,000 | (15,000)      | 12,272                | 30,000  | (17,728)      | 180,000       |
| 3,640     | 16,250 | (12,610)      | 19,592                | 32,500  | (12,908)      | 195,000       |
|           |        |               |                       |         |               |               |
| 52,910    | 21,875 | 31,035        | 82,774                | 43,750  | 39,024        | 262,500       |
| 6,957     | 2,025  | 4,932         | 12,677                | 4,050   | 8,627         | 24,300        |
| 59,867    | 23,900 | 35,967        | 95,451                | 47,800  | 47,651        | 286,800       |
|           |        |               |                       |         |               |               |
| 6,721     | 8,333  | (1,613)       | 14,001                | 16,667  | (2,665)       | 100,000       |
| 0         | 0      | 0             | 0                     | 0       | 0             | 15,800        |
| 4,432     | 2,917  | 1,516         | 8,267                 | 5,833   | 2,434         | 35,000        |
| 4,179     | 4,730  | (551)         | 8,508                 | 9,460   | (952)         | 43,000        |
| 109       | 92     | 18            | 197                   | 183     | 14            | 1,100         |
| 520       | 842    | (322)         | 1,125                 | 1,683   | (558)         | 10,100        |
| 0         | 158    | (158)         | 0                     | 317     | (317)         | 1,900         |
| 514       | 258    | 256           | 1,046                 | 517     | 529           | 3,100         |
| 0         | 0      | 0             | 2,520                 | 3,200   | (680)         | 3,200         |
| 0         | 358    | (358)         | 422                   | 717     | (294)         | 4,300         |
| 10        | 25     | (15)          | 20                    | 50      | (30)          | 300           |
| 15        | 75     | (60)          | 80                    | 150     | (70)          | 900           |
| 0         | 117    | (117)         | 0                     | 233     | (233)         | 1,400         |
| 24        | 17     | 7             | 34                    | 33      | 1             | 200           |
| 16,525    | 17,922 | (1,397)       | 36,221                | 39,043  | (2,823)       | 220,300       |
|           |        |               |                       |         |               |               |
| 4,479     | 5,000  | (521)         | 8,688                 | 10,000  | (1,312)       | 60,000        |



# Actual vs. Budget Comparison

Harris County MUD No. 569 - GOF



|                                      | July 2024 |          |                  | June 2024 - July 2024 |          |                  |                  |
|--------------------------------------|-----------|----------|------------------|-----------------------|----------|------------------|------------------|
|                                      | Actual    | Budget   | Over/<br>(Under) | Actual                | Budget   | Over/<br>(Under) | Annual<br>Budget |
| <b>Expenditures</b>                  |           |          |                  |                       |          |                  |                  |
| Total Security Service               | 4,479     | 5,000    | (521)            | 8,688                 | 10,000   | (1,312)          | 60,000           |
| <b>Payroll Expense</b>               |           |          |                  |                       |          |                  |                  |
| 17101 Payroll Expenses               | 663       | 1,108    | (445)            | 1,768                 | 2,217    | (449)            | 13,300           |
| 17102 Payroll Administration         | 50        | 50       | 0                | 100                   | 100      | 0                | 600              |
| 17103 Payroll Tax Expense            | 51        | 83       | (33)             | 135                   | 167      | (31)             | 1,000            |
| Total Payroll Expense                | 764       | 1,242    | (478)            | 2,003                 | 2,483    | (480)            | 14,900           |
| <b>Other Expense</b>                 |           |          |                  |                       |          |                  |                  |
| 17802 Miscellaneous Expense          | 1,245     | 592      | 654              | 0                     | 1,183    | (1,183)          | 7,100            |
| Total Other Expense                  | 1,245     | 592      | 654              | 0                     | 1,183    | (1,183)          | 7,100            |
| Total Expenditures                   | 119,723   | 193,357  | (73,634)         | 285,414               | 389,913  | (104,500)        | 2,129,600        |
| Total Revenues (Expenditures)        | 12,859    | (23,473) | 36,331           | (53,180)              | (50,145) | (3,035)          | 255,400          |
| <b>Other Revenues</b>                |           |          |                  |                       |          |                  |                  |
| <b>Extra Ordinary Revenue</b>        |           |          |                  |                       |          |                  |                  |
| 15902 Transfer From Capital Projects | 408       | 0        | 408              | 408                   | 0        | 408              | 0                |
| Total Extra Ordinary Revenue         | 408       | 0        | 408              | 408                   | 0        | 408              | 0                |
| Total Other Revenues                 | 408       | 0        | 408              | 408                   | 0        | 408              | 0                |
| Total Other Revenues (Expenditures)  | 408       | 0        | 408              | 408                   | 0        | 408              | 0                |
| Excess Revenues (Expenditures)       | 13,267    | (23,473) | 36,740           | (52,772)              | (50,145) | (2,626)          | 255,400          |

# Balance Sheet as of 07/31/2024

Harris County MUD No. 569 - GOF



|                                       |                           |
|---------------------------------------|---------------------------|
| <b>Assets</b>                         |                           |
| Bank                                  |                           |
| 11101 Cash in Bank                    | \$255,860                 |
| 11102 Operator                        | 23,255                    |
| Total Bank                            | <u>\$279,115</u>          |
| Investments                           |                           |
| 11201 Time Deposits                   | \$722,213                 |
| Total Investments                     | <u>\$722,213</u>          |
| Receivables                           |                           |
| 11301 Accounts Receivable             | \$154,840                 |
| 11303 Maintenance Tax Receivable      | 3,282                     |
| Total Receivables                     | <u>\$158,122</u>          |
| Interfund Receivables                 |                           |
| 11401 Due From Capital Projects       | \$20,375                  |
| 11403 Due From Tax Account            | 22,641                    |
| Total Interfund Receivables           | <u>\$43,016</u>           |
| <b>Total Assets</b>                   | <b><u>\$1,202,467</u></b> |
| <b>Liabilities &amp; Equity</b>       |                           |
| Liabilities                           |                           |
| Accounts Payable                      |                           |
| 12101 Accounts Payable                | \$243,910                 |
| Total Accounts Payable                | <u>\$243,910</u>          |
| Other Current Liabilities             |                           |
| 12202 Due to TCEQ                     | \$1,310                   |
| Total Other Current Liabilities       | <u>\$1,310</u>            |
| Deferrals                             |                           |
| 12502 Deferred Inflows Property Taxes | \$3,282                   |
| Total Deferrals                       | <u>\$3,282</u>            |
| Deposits                              |                           |
| 12601 Customer Meter Deposits         | \$343,918                 |
| Total Deposits                        | <u>\$343,918</u>          |
| <b>Total Liabilities</b>              | <b><u>\$592,419</u></b>   |
| Equity                                |                           |
| Unassigned Fund Balance               |                           |
| 13101 Unassigned Fund Balance         | \$662,819                 |
| Total Unassigned Fund Balance         | <u>\$662,819</u>          |
| Net Income                            | (\$52,772)                |
| <b>Total Equity</b>                   | <b><u>\$610,047</u></b>   |
| <b>Total Liabilities &amp; Equity</b> | <b><u>\$1,202,467</u></b> |

# Monthly Financial Summary - Capital Projects Fund

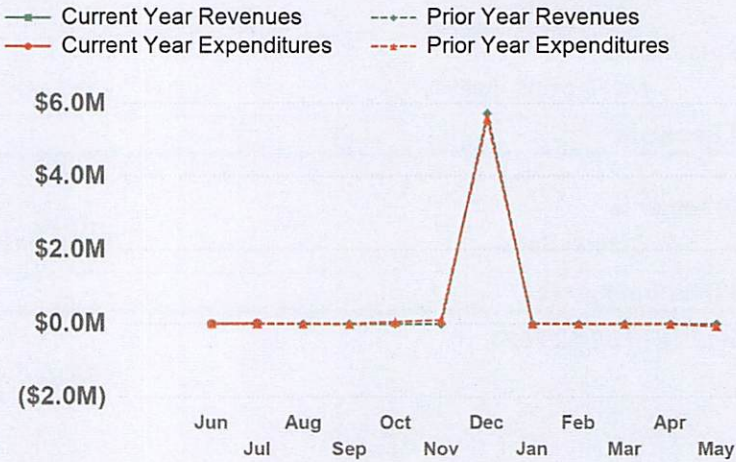
Harris County MUD No. 569 - CPF



## Account Balance Summary

|                          |      |
|--------------------------|------|
| Balance as of 07/23/2024 | \$95 |
| Receipts                 | 0    |
| Disbursements            | (20) |
| Balance as of 08/12/2024 | \$75 |

## Overall Revenues & Expenditures By Month (Year to Date)



## Account Balance By Month | August 2023 - July 2024





| Number                   | Name                 | Memo           | Amount  | Balance   |
|--------------------------|----------------------|----------------|---------|-----------|
| Balance as of 07/23/2024 |                      |                |         | \$95.00   |
| Receipts                 |                      |                |         |           |
|                          | No Receipts Activity |                | 0.00    |           |
| Total Receipts           |                      |                |         | \$0.00    |
| Disbursements            |                      |                |         |           |
| Fee                      | Central Bank         | Service Charge | (20.00) |           |
| Total Disbursements      |                      |                |         | (\$20.00) |
| Balance as of 08/12/2024 |                      |                |         | \$75.00   |

# District Debt Summary as of 08/12/2024

Harris County MUD No. 569 - DSF



|                            |               | WATER, SEWER,<br>DRAINAGE    | PARK/ROAD/OTHER              | REFUNDING                    |
|----------------------------|---------------|------------------------------|------------------------------|------------------------------|
| <b>Total \$ Authorized</b> |               | <b>Authorized</b>            | <b>Authorized</b>            | <b>Authorized</b>            |
| \$467.20M                  |               | \$241.50M                    | \$225.70M                    | \$467.20M                    |
| <b>Total \$ Issued</b>     |               | <b>Issued</b>                | <b>Issued</b>                | <b>Issued</b>                |
| \$4.52M                    |               | N/A                          | \$4.52M                      | N/A                          |
| <b>Yrs to Mat</b>          | <b>Rating</b> | <b>\$ Available To Issue</b> | <b>\$ Available To Issue</b> | <b>\$ Available To Issue</b> |
| 27                         | N-R           | \$241.50M                    | \$221.18M                    | \$467.20M                    |

\*Actual 'Outstanding' Refunding Bonds issued below may differ from the 'Issued' total above pursuant to Chapter 1207, Texas Government Code.

## Outstanding Debt Breakdown

| Series Issued | Original Bonds Issued | Maturity Date | Principal Outstanding |
|---------------|-----------------------|---------------|-----------------------|
| 2023 - Road   | \$4,520,000           | 2051          | \$4,520,000           |
| <b>Total</b>  | <b>\$4,520,000</b>    |               | <b>\$4,520,000</b>    |



**District Debt Schedule**  
Harris County MUD No. 569 - DSF



| Paying Agent                | Series      | Principal     | Interest            | Total               |
|-----------------------------|-------------|---------------|---------------------|---------------------|
| Bank of New York            | 2023 - Road | \$0.00        | \$121,960.00        | \$121,960.00        |
| <b>Total Due 09/01/2024</b> |             | <b>\$0.00</b> | <b>\$121,960.00</b> | <b>\$121,960.00</b> |

| Paying Agent                | Series      | Principal     | Interest            | Total               |
|-----------------------------|-------------|---------------|---------------------|---------------------|
| Bank of New York            | 2023 - Road | \$0.00        | \$121,960.00        | \$121,960.00        |
| <b>Total Due 03/01/2025</b> |             | <b>\$0.00</b> | <b>\$121,960.00</b> | <b>\$121,960.00</b> |

# Investment Profile as of 08/12/2024

Harris County MUD No. 569

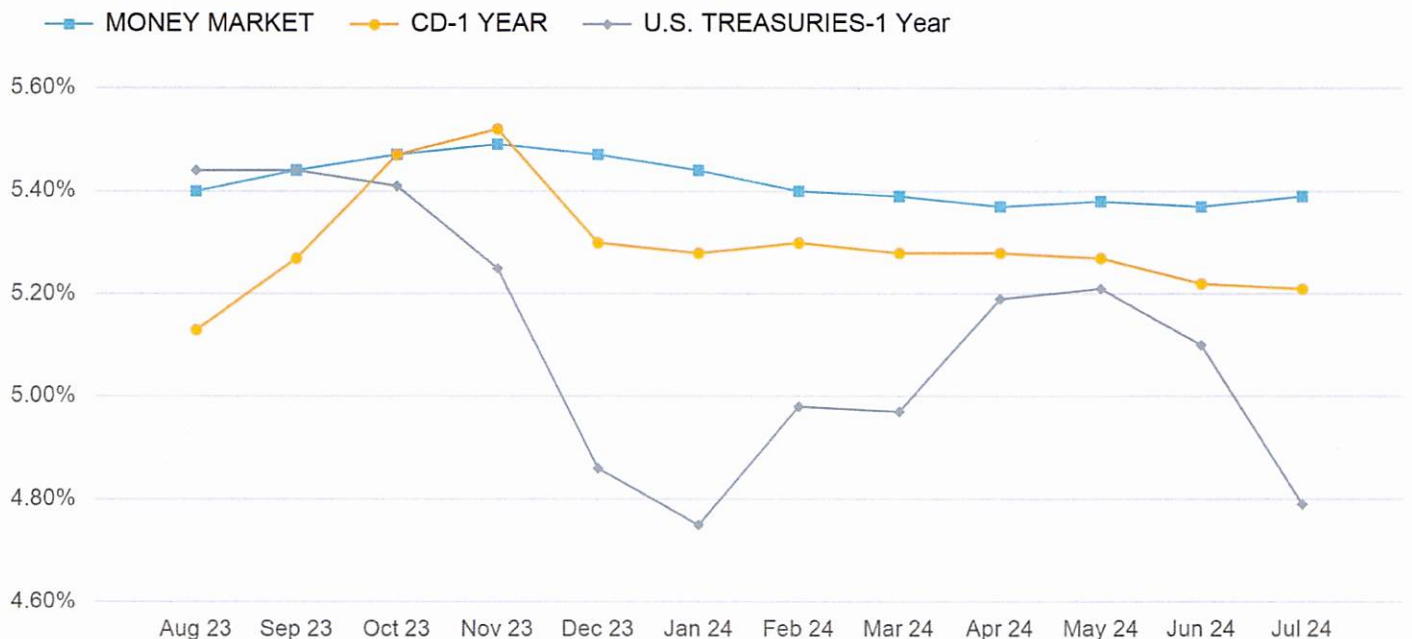


| General Operating Fund                        | Capital Projects Fund                    | Debt Service Fund                             | Other Funds                             |
|-----------------------------------------------|------------------------------------------|-----------------------------------------------|-----------------------------------------|
| <b>Funds Available to Invest</b><br>\$755,320 | <b>Funds Available to Invest</b><br>\$75 | <b>Funds Available to Invest</b><br>\$379,607 | <b>Funds Available to Invest</b><br>N/A |
| <b>Funds Invested</b><br>\$722,213            | <b>Funds Invested</b><br>\$0             | <b>Funds Invested</b><br>\$379,607            | <b>Funds Invested</b><br>N/A            |
| <b>Percent Invested</b><br>96%                | <b>Percent Invested</b><br>0%            | <b>Percent Invested</b><br>100%               | <b>Percent Invested</b><br>N/A          |

| Term      | Money Market | Term     | Certificate of Deposit | Term     | U.S. Treasuries |
|-----------|--------------|----------|------------------------|----------|-----------------|
| On Demand | 5.37%        | 180 Days | 5.31%                  | 180 Days | 4.98%           |
|           |              | 270 Days | 5.18%                  | 270 Days | 4.98%           |
|           |              | 1 Yr     | 5.18%                  | 1 Yr     | 4.48%           |
|           |              | 13 Mo    | 4.68%                  | 13 Mo    | N/A             |
|           |              | 18 Mo    | 4.34%                  | 18 Mo    | 4.48%           |
|           |              | 2 Yr     | 1.92%                  | 2 Yr     | 4.06%           |

\*Rates are based on the most current quoted rates and are subject to change daily.

## Investment Rates Over Time (By Month) | August 2023 - July 2024



# Account Balance as of 08/12/2024

## Harris County MUD No. 569 - Investment Detail



### FUND: General Operating

| Financial Institution (Acct Number)      | Issue Date | Maturity Date | Interest Rate | Account Balance     | Notes            |
|------------------------------------------|------------|---------------|---------------|---------------------|------------------|
| <b>Money Market Funds</b>                |            |               |               |                     |                  |
| TEXAS CLASS (XXXX0001)                   | 08/22/2023 |               | 5.43%         | 726,213.45          |                  |
| <b>Checking Account(s)</b>               |            |               |               |                     |                  |
| CENTRAL BANK - CHECKING (XXXX3660)       |            |               | 0.00%         | 9,851.00            | Checking Account |
| CENTRAL BANK - CHECKING (XXXX8883)       |            |               | 0.00%         | 23,255.33           | Operator         |
| <b>Totals for General Operating Fund</b> |            |               |               | <b>\$759,319.78</b> |                  |

### FUND: Capital Projects

| Financial Institution (Acct Number)     | Issue Date | Maturity Date | Interest Rate | Account Balance | Notes        |
|-----------------------------------------|------------|---------------|---------------|-----------------|--------------|
| <b>Checking Account(s)</b>              |            |               |               |                 |              |
| CENTRAL BANK (XXXX2325)                 |            |               | 0.00%         | 75.00           | Cash In Bank |
| <b>Totals for Capital Projects Fund</b> |            |               |               | <b>\$75.00</b>  |              |

### FUND: Debt Service

| Financial Institution (Acct Number) | Issue Date | Maturity Date | Interest Rate | Account Balance     | Notes        |
|-------------------------------------|------------|---------------|---------------|---------------------|--------------|
| <b>Money Market Funds</b>           |            |               |               |                     |              |
| TEXAS CLASS (XXXX0004)              | 11/09/2023 |               | 5.43%         | 54,256.00           | Contract Tax |
| TEXAS CLASS (XXXX0006)              | 11/29/2023 |               | 5.43%         | 325,350.64          | Road         |
| <b>Totals for Debt Service Fund</b> |            |               |               | <b>\$379,606.64</b> |              |

**Grand Total for Harris County MUD No. 569 :** **\$1,139,001.42**



# Capital Projects Fund Breakdown

HARRIS COUNTY MUD NO. 569

As of Date 8/12/2024

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## Net Proceeds for All Bond Issues

### Receipts

|                                     |                |
|-------------------------------------|----------------|
| Bond Proceeds - Series 2023 BAN     | \$1,565,000.00 |
| Interest Earnings - Series 2023 BAN | 62.83          |

### Disbursements

|                                 |                |
|---------------------------------|----------------|
| Disbursements - Series 2023 BAN | (1,564,987.83) |
|---------------------------------|----------------|

|                           |                |
|---------------------------|----------------|
| <b>Total Cash Balance</b> | <b>\$75.00</b> |
|---------------------------|----------------|

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## Balances by Account

|                                 |         |
|---------------------------------|---------|
| Central Bank - Checking XXXX325 | \$75.00 |
|---------------------------------|---------|

|                           |                |
|---------------------------|----------------|
| <b>Total Cash Balance</b> | <b>\$75.00</b> |
|---------------------------|----------------|

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## Balances by Bond Series

|                                 |         |
|---------------------------------|---------|
| Bond Proceeds - Series 2023 BAN | \$75.00 |
|---------------------------------|---------|

|                           |                |
|---------------------------|----------------|
| <b>Total Cash Balance</b> | <b>\$75.00</b> |
|---------------------------|----------------|

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## Remaining Costs/Surplus By Bond Series

|                                        |               |
|----------------------------------------|---------------|
| <b>Total Amount in Remaining Costs</b> | <b>\$0.00</b> |
|----------------------------------------|---------------|

|                                      |         |
|--------------------------------------|---------|
| Surplus & Interest - Series 2023 BAN | \$75.00 |
|--------------------------------------|---------|

|                                             |                |
|---------------------------------------------|----------------|
| <b>Total Surplus &amp; Interest Balance</b> | <b>\$75.00</b> |
|---------------------------------------------|----------------|

|                                      |                |
|--------------------------------------|----------------|
| <b>Total Remaining Costs/Surplus</b> | <b>\$75.00</b> |
|--------------------------------------|----------------|

# EXHIBIT Q



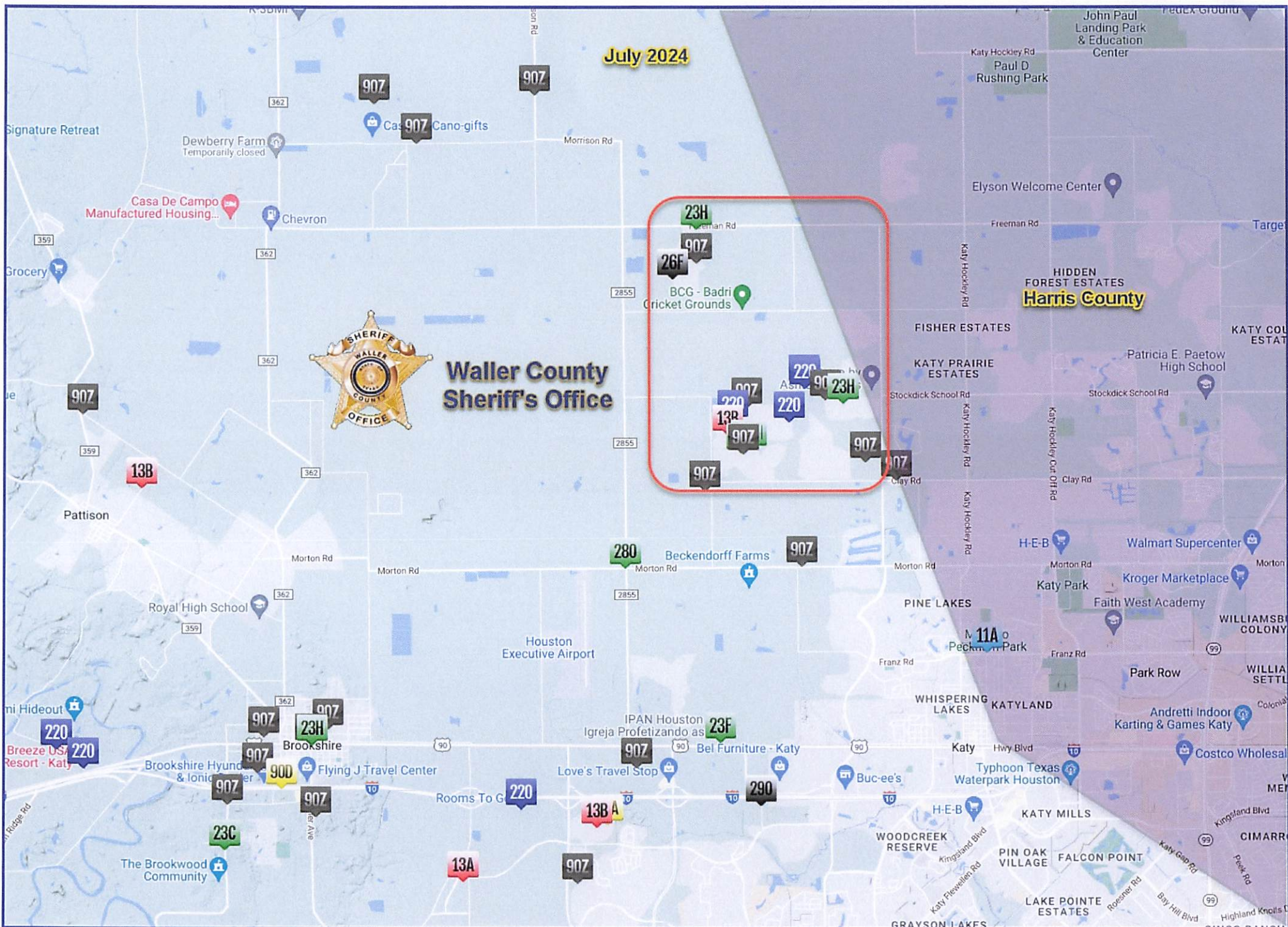


**ON-SITE**  
**PROTECTION LLC**

To: BOD – Harris-Waller Counties MUD 5 /  
Waller County MUD 37 / Harris County MUD 569 / Waller County MUD 35

July 2024

- The rate of reported theft **dropped** for the month of July
- Several arrests were made for theft, the charges were **accepted** by the property owners.
- Time of offenses has continued to occur during the late afternoon, evening and nighttime hours during the during of the week. Appliance theft has been happening during the night.
- Deputies are continuing to patrol the northern and eastern section more closely due to a request from builders complaining about increased material/ appliance theft.
- Additional patrol approved due to juvenile activity around the HOA clubhouse area.







**Waller County  
Sheriff's Office**

220 BURGLARY OF HABITATION

THEFT PROP >=\$2,500<\$30K

THEFT PROP  $\geq \$2,500 < \$30K$

## BURGLARY OF HABITATION

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THEFT PROP  $\geq \$2,500 < \$30K$

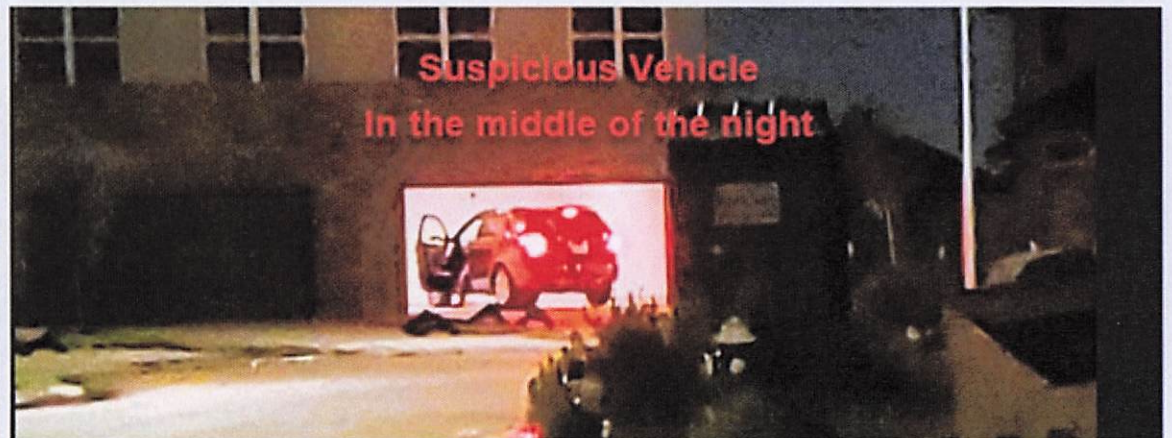
July 2024

## A1 Products & Services

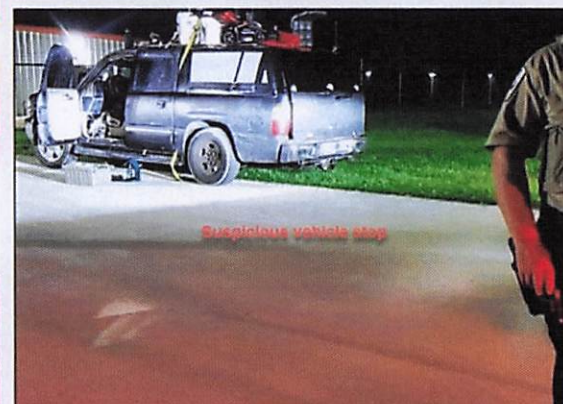




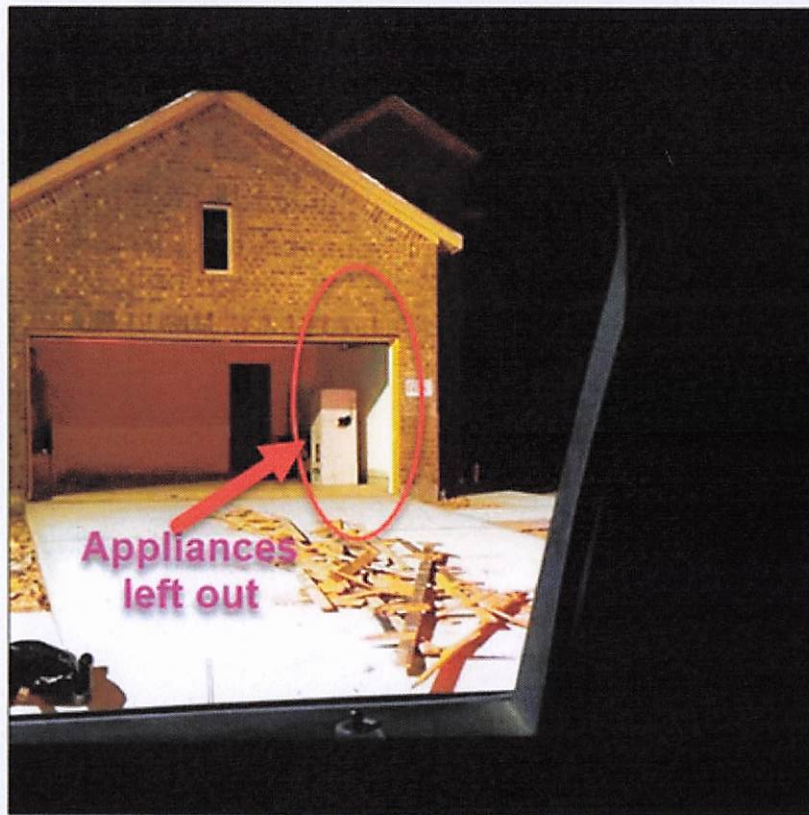








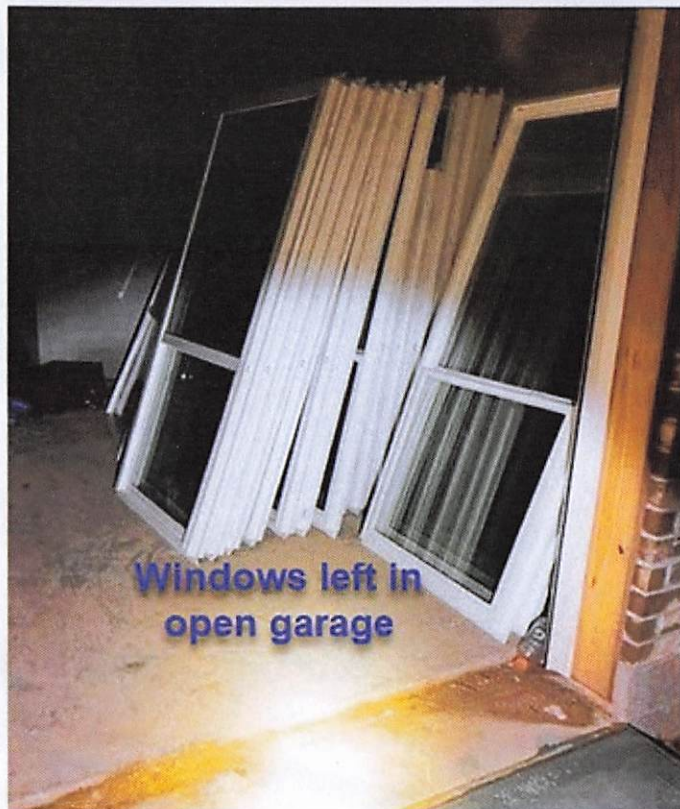




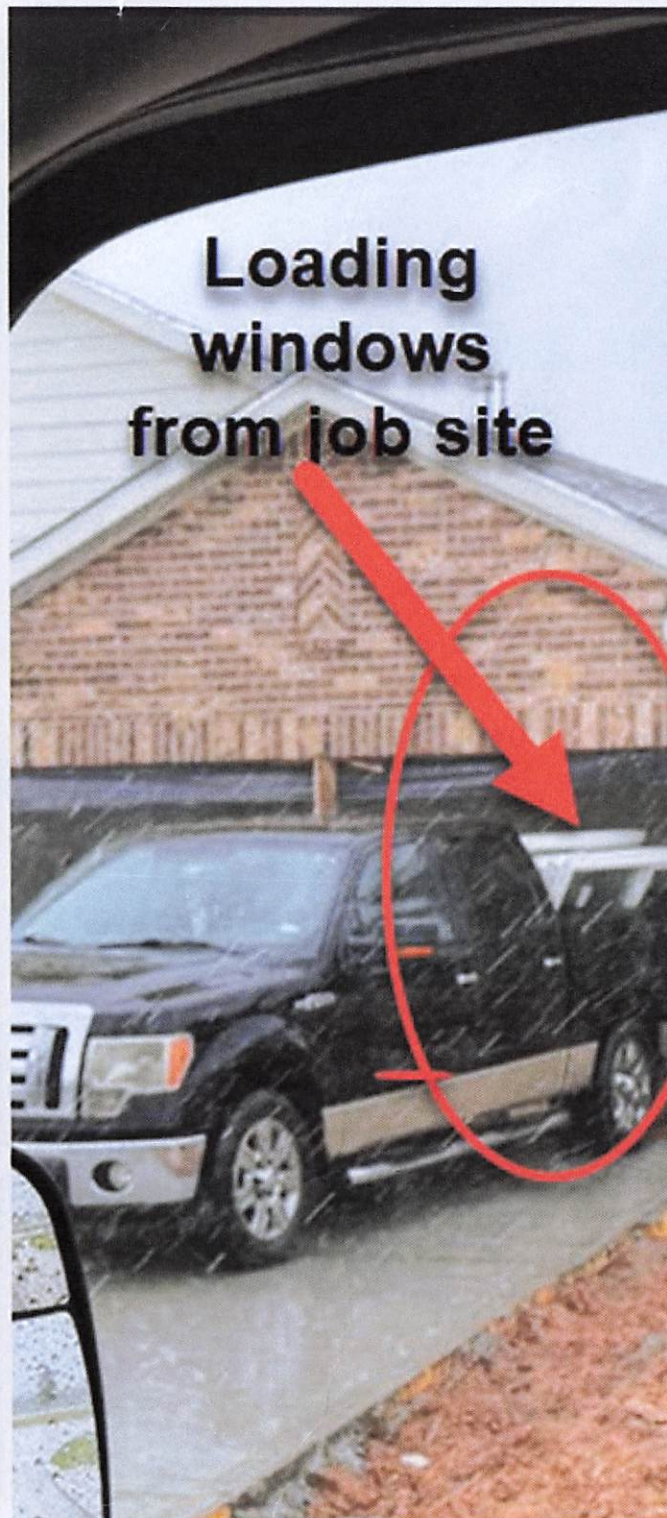




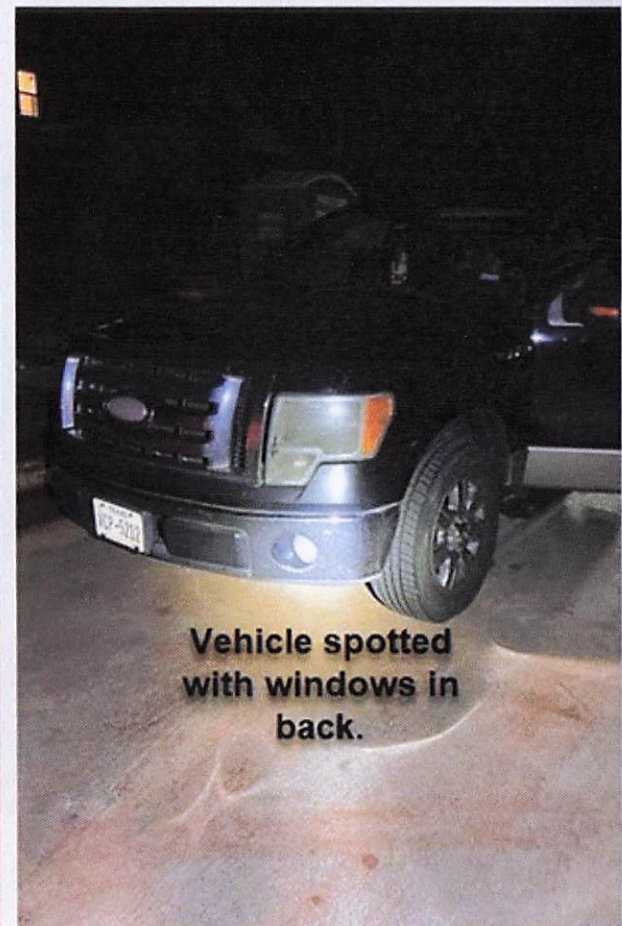
**Arrested for stealing  
windows from job site**



**Windows left in  
open garage**



**Loading  
windows  
from job site**



**Vehicle spotted  
with windows in  
back.**