

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 569

Minutes of the Meeting of Board of Directors February 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 February 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 Director Pecina, thus constituting a quorum.

Also present were: Blair Bozoarth of Quiddity Engineering, LLC ("Quiddity"); Jennifer Abad of Municipal Accounts & Consulting, L.P. ("MA&C"); Mitchell Neupert of Robert W. Baird & Co., Inc. ("Baird"); Dana Hollingsworth of Municipal District Services, LLC ("MDS"); Patty Rodriguez of BLICO, Inc., dba Bob Leared Interests ("BLICO"); Trey Patronella of Kudela & Bernheimer ("K&W"); Laci Hamilton of KGA DeForest Design, LLC ("KGA"); 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 January 8, 2024. After discussion regarding the minutes previously forwarded for review, it was moved by Director Norris, seconded by Director Luton and unanimously carried, that said minutes be approved, as written.

TAX ASSESSOR-COLLECTOR'S REPORT

Ms. Rodriguez presented to and reviewed with the Board a written Tax Assessor-Collector Report ("TAC Report"), for the period ended January 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 A**. After discussion, on motion made by Director Norris, seconded by Director Luton and unanimously carried, the Board approved the TAC Report and authorized the

payments listed therein.

ADOPTION OF RESOLUTION CONCERNING DEVELOPED DISTRICT STATUS FOR 2024 TAX YEAR

Ms. Cole advised the Board that the procedures involved in setting a tax rate each year applicable to a particular district will depend, in part, upon whether it is determined to be a "Developed District" pursuant to Texas Water Code Section 49.23602. Ms. Cole then reviewed with the Board a worksheet completed by Quiddity to assist the Board in making this determination, along with a Resolution Concerning Developed District Status for the 2024 Tax Year, attached hereto as **Exhibit B**. She advised the Board that, pursuant to said worksheet, the District is not a "Developed District" under said law. Following discussion, upon motion made by Director Norris, seconded by Director Luton and unanimously carried, the attached Resolution was adopted by the Board.

SILT SOLUTIONS, INC.

Ms. Cole next addressed the Board concerning the District's engagement of Silt Solutions, Inc. to provide storm water pollution prevention services for the District. After discussion, it was moved by Director Norris, seconded by Director Luton and unanimously carried, that the Board (i) approve the Service Agreement between the District and Silt Solutions, Inc., a copy of which is attached hereto as **Exhibit C**, and (ii) authorize the President and Secretary to execute same on behalf of the Board and the District.

OPERATOR'S REPORT

Ms. Hollingsworth presented to and reviewed with the Board the Operations Report dated February 12, 2024, a copy of which is attached hereto as **Exhibit D**. She noted that no Board action was required in connection with the Operations Report at this time.

Ms. Cole discussed with the Board the requirements of Title 30, Section 288.30 of the Texas Administrative Code for retail public water suppliers such as the District to review and, if appropriate, revise their Drought Contingency Plan (the "DCP") not later than May 1, 2024, and every five years thereafter. She requested that the Board consider authorizing MDS and Quiddity to review the District's DCP for any required updates. After discussion, Director Norris moved that MDS and Quiddity be authorized to review the District's DCP for any required updates. Director Luton seconded the motion, which unanimously carried.

VARIOUS AGREEMENTS IN CONNECTION WITH THE DISTRICT'S PROGRAM FOR PAYMENT OF WATER BILLS BY CUSTOMERS

Ms. Hollingsworth then discussed agreements in connection with the District's program for payment of water bills by customers. Following discussion, Director Norris moved to approve and authorize the President and Secretary to execute the (i) Heartland Payments Systems, LLC's Bill Pay Merchant Setup Form and Government and Education Merchant Processing Agreement, (ii) Payment Services Agreement between First Mobile Trust, LLC ("FBS") and the District, (iii)

FBS Addendum to Merchant Processing Agreement, and (iv) Central Bank's Electronic Lockbox Payment Service documents, subject to SPH's review. Director Luton seconded the motion, which unanimously carried.

ENGINEERING REPORT

Mr. Bozoarth presented to and reviewed with the Board an Engineering Report dated February 12, 2024, a copy of which is attached hereto as **Exhibit E**, relative to the status of various engineering and construction projects within the District. Upon review, Director Norris moved that the Board: (i) authorize Quiddity to award construction contracts, 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 ("TCEQ"), the provisions of the Texas Water Code and Astro Sunterra's and Sunterra 6A-Katy, L.P. ("Beazer"), as applicable, execution of the special conditions of the contracts under which Astro Sunterra or Beazer, as applicable, guarantees payment of all sums due thereunder, for the construction of: (a) paving facilities to serve Sunterra Section 57 to the lowest qualified bidder, Daco Paving, Inc., in the amount of \$659,000.00; (b) paving facilities to serve Sunterra Section 58 to the lowest qualified bidder, Daco Paving, Inc., in the amount of \$1,002,000.00; (c) water, sanitary sewer, and drainage facilities to serve Sunterra Section 59 to the lowest qualified bidder, Principal Services, Ltd., in the amount of \$829,584.45, as it would be most advantageous to the District and would result in the most economical completion of the project; (d) water, sanitary sewer, and drainage facilities to serve Sunterra Section 60 to the lowest qualified bidder, Blazey Construction Services, LLC, in the amount of \$845,482.90; and (e) water, sanitary sewer, and drainage facilities to serve Sunterra Section 62 to the lowest qualified bidder, Fellers & Clark, LP, in the amount of \$1,624,000.00; (ii) approve (a) Pay Estimate 3 and Final in the amount of \$228,761.80 and Change Order No. 1 in the amount of -\$46,249.75 from Dimas Bros. Construction for construction of water, sanitary sewer, and drainage facilities serving Sunterra Section 36; and (b) Pay Estimate No. 4 in the amount of \$8,433.00 from A&M Contractors, Inc. for construction of paving facilities to serve Sunterra Section 52; and (iii) authorize Quiddity to coordinate with MDS to prepare and submit the District's Water Usage Reporting Form to the West Harris County Regional Water Authority. Director Luton seconded said motion, which unanimously carried.

ANNUAL REVIEW OF SURVEY OF WAGE RATE SCALES AND ADOPTION OF RESOLUTION ADOPTING PREVAILING WAGE RATE SCALE FOR CONSTRUCTION PROJECTS

Ms. Cole presented to the Board for review and approval a Resolution Adopting Prevailing Wage Rate Scale for Construction Projects (the "Resolution"), attached hereto as **Exhibit F**. She reviewed various provisions of the Resolution with the Board. Ms. Cole also presented and reviewed with the Board a survey which reflected prevailing wage rates for Harris County and the U.S. Department of Labor. After discussion and consideration of the survey and the proposed Resolution, Director Norris moved (i) that the Board adopt the Resolution reflecting the wage rates for Harris County, as set out on the attached survey, and (ii) that the President and the Secretary

be authorized to execute and attest same on behalf of the Board and the District. Director Luton seconded said motion, which unanimously carried.

LANDSCAPE ARCHITECT REPORTS

Ms. Hamilton presented to and reviewed with the Board a monthly report prepared by KGA regarding the status of construction of the Sunterra Recreation Center Facility, a copy of which is attached hereto as **Exhibit G**. Following discussion, Director Norris moved to approve: Pay Estimate Nos. 8 and 9 in the amounts of \$634,533.29 and \$556,798.72, respectively, from Millis Development and Construction, LLC for construction of the Sunterra Recreation Center Facility. Director Luton seconded said motion, which unanimously carried.

Mr. Patronella presented to and reviewed with the Board a monthly report prepared by K&W regarding the status of various projects in the District, a copy of which report attached hereto as **Exhibit H**. Following discussion, Director Norris moved to approve the action items requested by K&W, including authorization to design the landscape improvements for Sunterra Sections 57-58 and 62 and to approve the pay applications and change orders listed in the K&W report. Director Luton seconded said motion, which unanimously carried.

BOOKKEEPER'S REPORT

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

AMENDMENT TO OPERATING BUDGET

The Board deferred amendment of the operating budget for fiscal year ending May 31, 2024.

DEVELOPER'S REPORT

It was noted that a developer representative was not present at the meeting.

DISTRICT INSURANCE POLICIES

As the next order of business, the Board considered a renewal proposal for the District's insurance coverage. Ms. Cole presented and discussed with the Board a renewal insurance proposal from McDonald & Wessendorff Insurance ("M&W"), a copy of which is attached hereto as **Exhibit J**, relative to various coverages as reflected therein. After discussion on the matter, Director Norris moved that the proposals for general liability, Director's position schedule bond, directors' and officers' liability, and public employee blanket crime be approved, the Texas Ethics Commission Form ("TEC") 1295 provided by M&W be approved, and SPH be authorized to acknowledge receipt of same with the TEC. Director Luton seconded said motion, which unanimously carried.

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 January 2024, a copy of which is attached hereto as **Exhibit K**.

ATTORNEY'S REPORT

The Board considered the attorney's report. In connection therewith, Ms. Cole advised the Board that she had nothing further to discuss with the Board of a legal nature which was not covered under a specific agenda item.

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 Luton, and unanimously carried, the meeting was adjourned.

(SEAL)



Secretary

LIST OF ATTACHMENTS

- EXHIBIT A Tax Assessor-Collector's Report
- EXHIBIT B Resolution Concerning Developed District Status for the 2024 Tax Year
- EXHIBIT C Service Agreement between the District and Silt Solutions, Inc.
- EXHIBIT D Operations Report
- EXHIBIT E Engineering Report
- EXHIBIT F Resolution Adopting Prevailing Wage Rate Scale for Construction Projects
- EXHIBIT G KGA Landscape Architect Report
- EXHIBIT H K&W Landscape Architect Report
- EXHIBIT I Bookkeeper's Report
- EXHIBIT J Insurance proposal from McDonald & Wessendorff Insurance
- EXHIBIT K Security Patrol Report

Exhibit A

TAX COLLECTOR'S OATH

Harris Co. UUD#569

STATE OF TEXAS

COUNTY OF Harris

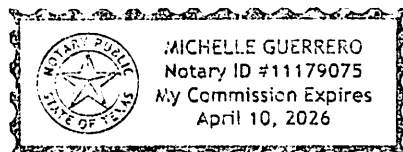
BRENDA MCLAUGHLIN, BEING duly sworn, states that she is the Tax Collector for the above named taxing unit and that the foregoing contains a true and correct report, accounting for all taxes collected on behalf of said taxing unit during the month therein stated.

Brenda McLaughlin
BRENDA MCLAUGHLIN

SWORN TO AND SUBSCRIBED BEFORE ME, this 7th day of February, 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

1/31/2024

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>175,934.17</u>	<u>960,512.79</u>
Total Taxes Receivable			\$ 988,476.53
Prior Years Taxes Collected	\$	27,963.74	
2023 Taxes Collected (85.4%)		<u>820,533.82</u>	<u>848,497.56</u>
Taxes Receivable at: 1/31/2024			\$ <u>139,978.97</u>

2023 Receivables:

Maintenance	83,987.38
Contract	55,991.59

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 1/2024	Fiscal to Date 6/01/2023 - 1/31/2024
Beginning Cash Balance	\$ 23,397.61	11,437.11
Receipts:		
Current & Prior Years Taxes	802,116.81	848,497.56
Tax Certificates		140.00
Overpayments	13,593.64	13,653.87
TOTAL RECEIPTS	\$ 815,710.45	862,291.43
Disbursements:		
CAD Quarterly Assessment		2,130.00
CAD Cost, Estimate of value		537.80
Publications, Legal Notice		850.90
Refund - due to overpayments	60.23	60.23
Transfer to General Fund	11,050.20	36,050.20
Tax Assessor/Collector Fee	1,048.00	4,548.00
Computer Cost		30.00
Postage/Deliveries	105.93	573.26
Supplies	125.76	229.78
Tax Certificates		140.00
Audit Preparation		250.00
Additional Services - BLI		375.00
Records Maintenance	30.00	90.00
Copies	264.15	899.03
Mileage Expense	6.55	52.40
Check Cost		14.70
Positive Pay	25.00	175.00
SB2 Webpage	330.00	660.00
Tax Code 26.16 & 26.17	330.00	330.00
TOTAL DISBURSEMENTS	(\$ 13,375.82)	(47,996.30)
CASH BALANCE AT: 1/31/2024	\$ 825,732.24	825,732.24

HARRIS COUNTY M.U.D. #569

Disbursements for month of February, 2024

Check #	Payee	Description	Amount
	W/T General Fund	2/12/24 Transfer to General Fund	\$ 481,270.09
	W/T Contract Fund	2/12/24 Transfer to Contract Fund	290,000.00
1025	Anglia Homes	Refund - due to overpayments	950.84
1026	Lennar Homes Of Texas	Refund - due to overpayments	9,676.29
1027	Landtitle Texas	Refund - due to overpayments	183.54
1028	Nuway Homes Texas LP	Refund - due to overpayments	1,135.50
1029	Beazer Homes Texas, LP	Refund - due to overpayments	1,647.47
1030	McDonald & Wessendorff	Tax A/C Bond Premium	50.00
1031	Bob Leared	Tax Assessor/Collector Fee	1,185.39
TOTAL DISBURSEMENTS			\$ 786,099.12
Remaining Cash Balance			\$ <u>39,633.12</u>

Stellar Bank

HARRIS COUNTY M.U.D. #569

HISTORICAL COLLECTIONS DATA

Year	Collections Month Of 1/2024	Adjustments To Collections 1/2024	Total Tax Collections at 1/31/2024	Total Taxes Receivable at 1/31/2024	Collection Percentage
2023	802,116.81		820,533.82	139,978.97	85.427
2022			96,910.94		100.000
	(Percentage of collections same period last year			99.287	)

HARRIS COUNTY M.U.D. #569

HISTORICAL TAX DATA

Year	Taxable Value	SR/CR	Tax Rate	Adjustments	Reserve for Uncollectibles	Adjusted Levy
2023	64,034,089	03 / 03	1.500000	175,934.17		960,512.79
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 Rate	Maintenance Levy	Contract Rate	Contract Levy
2023	.900000	576,307.67	.600000	384,205.12
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

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HARRIS COUNTY M.U.D. #569

Tax Exemptions:	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		

Adjustment Summary:	2023	
10/2023	/ CORR 002	137,714.09
11/2023	/ CORR 003	38,220.08
TOTAL		175,934.17

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

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

Standard Payment Plans

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

Exhibit B

RESOLUTION CONCERNING DEVELOPED DISTRICT STATUS FOR 2024 TAX YEAR

WHEREAS, the Board of Directors (the "Board") Harris County Municipal Utility District No. 569 (the "District") intends to adopt an ad-valorem tax rate for the current tax year; and

WHEREAS, before the Board may adopt a tax rate for debt service, operation and maintenance or contract purposes, it must take certain actions and provide certain public notices pursuant to Texas Water Code Sections 49.236 – 49.23603, as amended; and

WHEREAS, the specific actions and public notices required for the District will depend, in part, upon whether it is characterized for the current tax year as a "Developed District", as defined by Texas Water Code Section 49.23602(a)(1); and

WHEREAS, the Board desires to memorialize its determination, based upon information provided by the District's consulting engineer contained in Exhibit "A", attached hereto and incorporated herein for all purposes, of whether or not it will be characterized as a Developed District for the current tax year. Now, therefore,

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

Section 1: For the tax year 2024, and in reliance upon the information contained in the attached Exhibit "A", the Board has determined that it shall not be considered a Developed District as defined by Texas Water Code Section 49.23602(a)(1) for any purposes. This determination shall be considered made by the Board as of January 1st of such tax year.

Section 2: This Resolution constitutes official action by the Board concerning determination of the District's Developed District status for the tax year 2024, and the District's tax assessor – collector, attorneys and other consultants shall be entitled to rely upon this Resolution in performing any actions and/or preparing any notices which are required as a result of the District's determination for such tax year, unless and until this Resolution is revoked or amended by the Board.

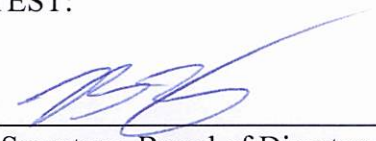
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PASSED AND ADOPTED ON THIS 12th day of February, 2024.

HARRIS COUNTY MUNICIPAL
UTILITY DISTRICT NO. 569

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

(SEAL)

706103_2

EXHIBIT A TO RESOLUTION CONCERNING
DEVELOPED DISTRICT STATUS FOR 2024 TAX YEAR

The undersigned is an authorized representative of Quiddity Engineering, LLC, the duly appointed and acting consulting engineer for Harris County Municipal Utility District No. 569 (the "District"). I am familiar with the development status of the District and the matters addressed herein. The following information is being provided for use by the District's Board of Directors in determining whether it will be characterized as a "Developed District," as defined by Texas Water Code Section 49.23602(a)(1), for the 2024 tax year. Unless otherwise specifically stated herein, this information is being provided based on the status of the District as of January 1st of such year.

1. Water, Sanitary Sewer and Drainage Facilities:

- (a.) The estimated number of equivalent single family connections ("ESFC") required for projected build-out of all developable property within the District is 1,896 (the "Build-Out ESFC"). Ninety-five percent (95%) of that number is 1,801 (the "Developed District ESFC").
- (b.) Have all water, sanitary sewer and drainage facilities been constructed, and all associated sites or easements been conveyed to the District, which are required to serve the Developed District ESFC? _____ Yes X No. **If the answer is "No," do not complete the remainder of this document. If the answer is "Yes," proceed to (c.) below.**
- (c.) Have all of those water, sanitary sewer and drainage facilities and sites been financed with bonds or otherwise paid for by the District? _____ Yes _____ No. **If the answer is "No," do not complete the remainder of this document. If the answer is "Yes," proceed to Item No. 2.**

Item No. 2 below, if applicable, is only to be completed in the event Item No. 1 (c.) was answered "Yes". Otherwise, Item No. 2 should not be completed.

2. Road Facilities (Only applicable if the District has road powers and remaining voted road bond authority. Otherwise, do not complete and proceed to Item No. 3.):

- (a.) The total costs incurred to date in connection with the construction of qualifying roads, or any qualifying improvements in aid of roads, which roads and improvements are required to serve the Build-Out ESFC, are approximately \$_____. Ninety – five percent (95%) of that number is \$_____ (the "Developed District Road Costs").

- (b.) Have all of the Developed District Road Costs been financed with bonds or otherwise paid for by the District? ____ Yes ____ No. **If the answer is "Yes," proceed to Item No. 3. If the answer is "No," proceed to (c.) below.**
- (c.) **The following questions (c.) and (d.) (if applicable) are to be answered in consultation with the District's financial advisor.** Is the current amount of outstanding road bonds attributable to the District (i.e. issued by the District or an overlapping jurisdiction) greater than or equal to twenty-five percent (25%) of the District's current real property taxable value, as reflected on the most recent certified tax rolls, for purposes of the limitation contained in Article 3, Section 52 of the Texas Constitution? ____ Yes ____ No. **If the answer is "No," do not complete the remainder of this document. If the answer is "Yes," proceed to (d.) below.**
- (d.) Is the District's real property taxable value reasonably anticipated to sufficiently increase, within the next twenty-four (24) months, to allow the sale of road bonds for additional Developed District Road Costs? ____ Yes ____ No. **If the answer is "Yes", do not complete the remainder of this document. If the answer is "No", proceed to item No. 3.**

Item No. 3 below, if applicable, is only to be completed in the event that either of Item Nos. 1(c.) or 2(b.) above was answered "Yes" or Item No. 2(d.) was answered "No". Otherwise, Item No. 3 should not be completed.

3. Park and Recreational Facilities (only applicable if district has remaining voted park and recreational bond authority of at least \$1,000,000. Otherwise, do not complete.):
- (a.) The lesser of (i) the total amount of the District's voted bond authority or (ii) [1%][3%] of the District's total taxable value, as reflected on [the most recent certified tax rolls] [an estimate of value prepared by the applicable appraisal district dated 20__], is \$ _____. Ninety-five percent (95%) of that lesser number is \$ _____ (the "Developed District Park Costs").
- (b.) **The following questions (b.) and (c.) (if applicable) are to be answered in consultation with the District's financial advisor.** Does the District have an amount of outstanding park and recreational bonds greater than or equal to the Developed District Park Costs? ____ Yes ____ No. **If the answer is "Yes," proceed to (c.) below. If the answer is "No," proceed to (d.) below.**

- (c.) Are the District's outstanding park and recreational bonds reasonably anticipated to be less than the Developed District Park Costs within the next twenty-four (24) months? _____ Yes _____ No. **If the answer is "Yes," proceed to (d.) below. If the answer is "No," do not complete the remainder of this document.**
- (d.) Has the District taken any of the following steps in the last twenty-four (24) months in furtherance of a park and recreational facilities bond issue: (i) engaged a design engineer or landscape architect, (ii) approved the advertising of or awarded a contract for a project, or (iii) authorized preparation of a bond application report? _____ Yes _____ No

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Dated: February 12, 2024

Signature of Engineer: 

Print Name of Engineer: Blair M. Bozoarth, P.E.

Print Name of Engineering Firm: Quiddity Engineering, LLC

Print Name of District: Harris County Municipal Utility District No. 569

ENGINEER SIGNATURE PAGE FOR EXHIBIT A TO RESOLUTION DETERMINING
DEVELOPED DISTRICT STATUS FOR 2024 TAX YEAR

659013_2

Exhibit C

SERVICE AGREEMENT

This Service Agreement (this "Agreement") is effective as of the 26th day of January, 2024 by and between Harris County Municipal Utility District No. 569, a political subdivision of the State of Texas (the "District"), a conservation and reclamation district and a body politic and a political subdivision of the State of Texas, created under the authority of Article XVI, Section 59 of the Texas Constitution and operating under and governed by the provisions of Texas Water Code, as amended (the "Owner"), and Silt Solutions, Inc (the "Contractor").

RECITALS

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

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

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

SECTION I. SERVICES

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

face or reverse side of any Task Order, and the Services authorized by each Task Order shall be subject to the terms and conditions of this Agreement.

SECTION II. COMPENSATION

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

Harris County Municipal Utility District No. 569
C/O: Municipal Accounts & Consulting, L.P.
1281 Brittmoore Road
Houston, Texas 77043
Attn: Cindy Grimes
cgrimes@municipalaccounts.com

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

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

SECTION III. GENERAL CONDITIONS

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

Section 3.02. Relationship of Owner and Contractor. Contractor has been retained by the Owner for the sole purpose and to the extent set forth in this Agreement. It is understood and agreed that all work so done by Contractor shall meet with Owner approval, but that the detailed manner and method of performing the Services shall be under the control of Contractor. Contractor's relationship to the

Owner during the term of this Agreement is that of an independent contractor. The relationship between the Owner and Contractor is not exclusive.

Section 3.03. Insurance. Before commencing any work hereunder, Contractor shall furnish certificates of its insurance and copies of any required endorsements to the Owner evidencing the following insurance coverage, which coverage shall be maintained throughout the term of this Agreement. Certified copies of each policy shall be furnished to the Owner upon the Owner's request. Contractor shall not violate or knowingly permit to be violated any condition of the insurance policies required by this Agreement. Nothing contained in this Section shall limit or waive Contractor's legal or contractual responsibilities to the Owner or others. Cancellation or expiration of any of said insurance policies shall not preclude the Owner from recovery thereunder for any liability arising under this Agreement.

Contractor shall obtain the following insurance from companies having a Best's rating of B+/VII or better and licensed to transact business in the State of Texas:

- A. Workers' Compensation Insurance covering liability arising out of Contractor's employment of workers and anyone for whom the employer may be liable for workers' compensation claims at limits as imposed by statute. Workers' compensation insurance is required, and no alternative forms of insurance shall be permitted.
- B. Employer's Liability Insurance Limitations with limits of not less than \$500,000.
- C. Commercial General Liability Insurance with limits not less than:
 - 1. Each occurrence - \$1,000,000
 - 2. General aggregate - \$2,000,000
 - 3. Products-Completed Operations Aggregate - \$2,000,000
 - 4. Personal & Advertising Injury - \$1,000,000
- D. Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 (combined).
- E. Excess Liability: \$2,000,000/\$2,000,000.

Contractor's insurance shall include the following endorsements:

- A. The Owner and the Owner's agents and employees shall be added as additional insureds to all coverage required under this Agreement for all liability arising out of Contractor's work under this Agreement, except for workers' compensation insurance, as to the full limits of liability provided by each insurance policy (including limits greater than the minimum limits required herein).

- B. All required insurance shall be endorsed to provide that coverages afforded under the policy will not be canceled or modified without at least seven (7) days prior written notice to the Owner. Renewal certificates shall be provided at least seven (7) days prior to the termination date of the current certificates of insurance during the term of this Agreement.
- C. Inasmuch as Owner and Contractor intend that all of Contractor's insured loss and liabilities fall upon Contractor's insurers, without recourse against Owner, Contractor agrees to cause all of its policies of insurance maintained in force or procured by Contractor to provide, if necessary by endorsement, that each such insurer fully waives subrogation against the Owner and its agents and employees.
- D. All of the aforesaid policies shall be endorsed to provide that the coverage provided to the Owner as an additional insured will be on a primary basis, and not in excess of other insurance coverage available to the Owner, and that neither Contractor nor its insurer will seek contribution or recovery from the Owner or such other insurance available to the Owner.
- E. Contractor shall cause its subcontractors, including all persons hired by Contractor who are not Contractor's employees, who perform any part of the work hereunder, to be added as additional insureds to all coverage required under this Agreement, as to the full limits of liability provided by each insurance policy (including limits greater than the minimum limits required herein).

Section 3.04. Indemnification.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES, AND AGENTS, FROM EVERY LOSS, DAMAGE, INJURY, COST, EXPENSE, CLAIM, JUDGMENT, OR LIABILITY OF EVERY KIND OR CHARACTER (INCLUDING SPECIFICALLY ATTORNEYS' FEES, COURT COSTS AND OTHER EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION), WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHICH ARISES DIRECTLY OR INDIRECTLY FROM THE CONTRACTOR'S WILLFUL, INTENTIONAL, RECKLESS OR NEGLIGENT (WHETHER ACTIVE, PASSIVE, OR GROSS) ACTS OR OMISSIONS RELATED TO OR ARISING FROM THIS AGREEMENT. THIS INDEMNITY AND HOLD HARMLESS PROVISION WILL APPLY WHETHER SUCH ACTS OR OMISSIONS ARE CONDUCTED BY THE CONTRACTOR OR ANY SUBCONTRACTOR OR AGENT OF THE CONTRACTOR.

THIS INDEMNITY AGREEMENT IS INTENDED TO MEET THE TEXAS "EXPRESS NEGLIGENCE RULE" BECAUSE CONTRACTOR AGREES THAT IT

APPLIES AND IS ENFORCEABLE EVEN AS TO LOSSES, DAMAGES, INJURIES, EXPENSES, CLAIMS, CAUSES OF ACTION, JUDGMENTS OR LIABILITIES JOINTLY OR CONCURRENTLY CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF THE OWNER. THE TERM "FAULT" IN THE PREVIOUS SENTENCE INCLUDES THE VIOLATION OR BREACH BY THE OWNER OF ANY COMMON LAW DUTY, ANY TERM OF THIS AGREEMENT, OR ANY STATUTE OR REGULATION.

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

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

Section 3.05. Term and Termination. Either party may terminate this Agreement at any time, without cause, upon thirty (30) days written notice to the other party. Contractor shall not be entitled to any payment or further payment other than for work performed or material, equipment, or supplies furnished prior to such termination. The Owner does not waive any other remedy allowed under Texas law.

Section 3.06. Agreement Controls. To the extent that there is any inconsistency between the provisions of this Agreement and any attachments or exhibits hereto, the terms of this Agreement shall control.

Section 3.07. Regulatory Requirements. All work will be done in strict compliance with all applicable city, county, state and federal rules, regulations and laws and any codes which may apply to the Services being provided. Contractor will obtain all permits and licenses required to perform the Services and will be responsible for securing inspections and approvals of its work from any authority having jurisdiction over Contractor's Services.

Section 3.08. Safety and Health Standards. Contractor shall observe and comply with all applicable federal, state and local health and safety laws and regulations.

Section 3.09. Inspection. The Owner and its duly authorized representatives shall have the right to inspect all Services being performed hereunder at any time. Contractor agrees to maintain adequate books, payrolls and records satisfactory to the Owner in connection with any and all Services performed hereunder and to maintain such books, payrolls and records for at least four years. The Owner and its duly

authorized representatives shall have the right to audit such books, payrolls and records at any reasonable time or times.

Section 3.10. Warranty. In addition to other common law and statutory warranties, whether implied or express, Contractor's warranty applies to materials, parts, labor and workmanship for one (1) year from the date of completion of the Service. Contractor shall transfer all manufacturers' warranties to the Owner.

Section 3.11. Assignability. Contractor shall not assign its rights or obligations or any sum that may accrue to it hereunder without the written consent of the Owner, which shall be granted or denied in the Owner's sole discretion.

Section 3.12. Modifications. This Agreement shall be subject to amendment, change or modification only with the prior mutual written consent of the Owner and Contractor, except to add any future exhibits pursuant to Section 1.01.

Section 3.13. Force Majeure. In the event either party to this Agreement is rendered unable, wholly or in part, by force majeure including an act of God; strikes; lockouts, or other industrial disturbances; acts of the public enemy; orders of any kind of government of the United States or the State of Texas or any civil or military authority (other than a party to this Agreement); insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; droughts; arrests; civil disturbances; explosions; or other inability similar to those enumerated; to carry out its obligations under this Agreement, it is agreed that party shall give written notice of such act to the other party as soon as possible after the occurrence of the cause relied on and shall, thereafter, be relieved of its obligations, so far as they are affected by such act, during the continuance of any inability so caused, but for no longer.

Section 3.14. Agreement Subject to Applicable Law. This Agreement and the obligations of the Parties hereunder are subject to all rules, regulations and laws which may be applicable by the United States, the State of Texas or any other regulatory agency having jurisdiction.

Section 3.15. Governing Law. This Agreement is governed in accordance with the laws of the State of Texas and shall be enforceable exclusively in the state court in the county in which the Owner is located.

Section 3.16. Waiver. No waiver or waivers of any breach or default by a party hereto of any term, covenant or condition or liability hereunder of performance by the other party of any duty or obligation hereunder will be deemed a waiver thereof in the future, nor will any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances.

Section 3.17. Intended Beneficiaries. This Agreement is for the sole and exclusive benefit of the Owner and Contractor and will not be construed to confer any benefit upon any other party.

Section 3.18. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances will not be affected hereby.

Section 3.19. Fossil Fuels Boycott Verification.

As required by 2276.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, 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, as amended.

Section 3.20. Firearms Discrimination Verification.

As required by Section 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does 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 this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code, as amended.

Section 3.21. Israel Boycott Verification

As required by Chapter 2271, Texas Government Code, as amended, Contractor hereby verifies that Contractor, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. As used in the foregoing verification, the term "boycott Israel" has the meaning assigned to such term in Section 808.001, Texas Government Code, as amended.

Section 3.22. Anti-Terrorism Representation

Pursuant to Chapter 2252, Texas Government Code, Contractor represents and certifies that, at the time of execution of this Agreement neither the Contractor, 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.

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

[EXECUTION PAGE FOLLOWS]

HARRIS COUNTY
MUNICIPAL UTILITY DISTRICT
NO. 569

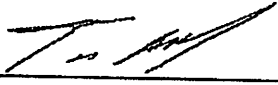
By: _____
Name: _____
Title: President, Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

Silt Solutions, Inc.

By: 
Name: Tim Meaux
Title: President

SWPPP PROPOSAL

PROJECT: Sunterra Home Construction

Stormwater Pollution Prevention Plan Inspection Program

Construction Harris County MUD No. 569

Silt Solutions, Inc. is pleased to submit this proposal for the following SWPPP items:

SWPPP	Qty	UOM	Unit Cost	Item Total
1 Inspections Performed Weekly per Lot (Quantities will vary based on lot construction completion)	1	WK/LOT	\$10.00	\$10.00
This proposal includes the following: 1) A description of the condition of runoff at all points of discharge from the construction site. 2) Identification and photographs of all erosion and sediment control practices that need repair or maintenance. 3) Identification and photographs of all erosion and sediment control practices that were not installed properly or are not functioning as designed and need to be reinstalled or replaced. 4) Description and sketch of areas that are disturbed at the time of the inspection and areas that have been stabilized since the last inspection. 5) Current phase of construction of all post-construction stormwater management practices and identification of all that is not in conformance with the erosion and sediment control practices. 6) Provide deficiency notices for observed occurrences. The inspector will follow up on the next inspection to verify the deficiency has been cured. If not cured, then notify operator to cure and backcharge and/or hold taps. Also, possible notification to County. 7) Attend monthly Board meeting and report on general observations and any deficiencies.				
2 Attend Monthly Board Meetings and Report Observations and Deficiencies	1	MO	\$150.00	\$150.00
				\$160.00

Best Management Practices BMP's	Qty	UOM	Unit Cost	Item Total
1 *Reinforced Silt Fence		LF	\$2.50	
2 *Gravel Bag Inlet Protection		EA	\$20.00	
3 *Street Sweeping		HR	\$160.00	
4 *Orange Safety Fence		LF	\$1.75	
5 *Curlex (4 FT)		LF	\$1.50	
6 *Curlex (8 FT)		LF	\$3.00	
*BMP Unit Cost is for Reference Only				\$0.00

TOTAL \$160.00

SILT SOLUTIONS, INC.

Authorized Representative (Contractor)

Signature: 

Name: Tim Meaux

Title: President

Date: 1/26/2024

Customer: Harris County MUD No. 569

Signature: _____

Title: _____

Date: _____

Exhibit D

Harris County MUD #569

OPERATIONS REPORT

February 12, 2024

submitted by



I. Billing and Collections

Connections	1/24/2024	Billed Usage (in 0,000 gallons)	
Residential:	70	Residential:	284
Builder:	377	Builder:	825
Commercial:	0	Commercial:	8
Irrigation:	7	Irrigation:	96
Temporary:	0	Temporary:	0
Rec Center:	0	Rec Center:	0
Vacant:	2	Vacant:	0
Total Connections:	457	Total Billed Usage:	1213

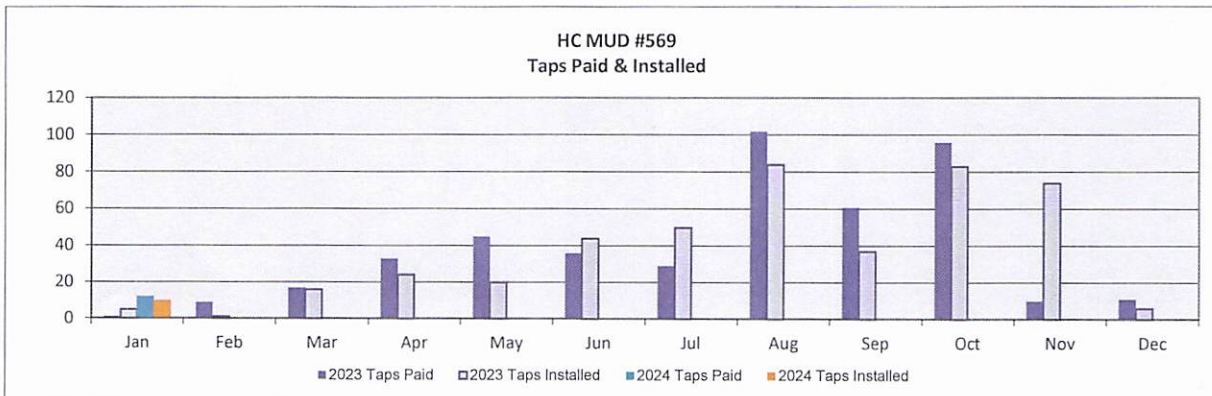
Billing as of	1/24/2024	Collections as of	1/30/2024
Penalty:	\$3,806.65	Penalty:	\$751.83
Water:	\$27,190.50	Water:	\$14,958.18
Sewer:	\$21,215.06	Sewer:	\$11,062.41
Deposit:	\$10,700.00	Deposit:	\$24,214.45
Backflow Annual Fee:	\$0.00	Backflow Annual Fee:	\$0.00
Back Charge:	\$1,186.95	Back Charge:	\$708.25
Inspection Fee:	\$0.00	Inspection Fee:	\$0.00
Rental Meter Fee:	\$0.00	Rental Meter Fee:	\$0.00
Transfer Fee:	\$1,596.00	Returned Pmt Fee:	\$0.00
Arrears:	\$46,211.38	Reconnect Fee:	\$0.00
Credits:	(\$3,072.73)	Delinquent Letter Fee:	\$0.00
Net Receivable:	\$108,833.81	Transfer Fee:	\$560.67
		Deposits Applied:	\$6,000.00
		Total Collections:	\$58,255.79

Customer Aged Receivables

30 Day:	\$45,163.66
60 Day:	\$3,355.22
90 Day:	\$4,118.95
Overpayments:	(\$2,619.80)
Total Receivables:	\$50,018.03

II. Tap Activity

- Taps installed in the month of January: 10
- Total taps installed to date: 456



III. Repairs & Maintenance Over \$1,000

Repairs & Maintenance during the month included:

- Televised and repaired sewer line at 5202 Biscay Cove Ln.
- Hydra-jetted district line at 27130 Wandering Glen Ln.
- Completed repair of three (3) sanitary sewer manholes in Sunterra Section 33.

Taps Fees Paid 01-19-2024	HC569													HC569 Total
BUILDER	33	35	36	37	38	39	40	41	42	43	44	COM/HOA		
ADAMS HOMES LONE STAR LLC														
ANGLIA HOMES,LP														
ASHTON WOODS	1						15						16	
BEAZER HOMES C/O RADIUSPOINT DEPT 1	3								25	25	18		71	
BRIGHTLAND HOMES	2		21										23	
CASTLEROCK COMMUNTIES	1						2						3	
CHESMAR HOMES	1												1	
COLINA HOMES														
DAVIDSON HOMES LLC	1												1	
DL MEACHAM CONSTRUCTION														
DR HORTON	2												2	
EHT OF TEXAS, LP														
EVERGREEN LIFESTYLES MANAGEMENT/ SU														
GBFR SUNTERRA LP												1	1	
HAMILTON THOMAS HOMES														
HIGHLAND HOMES														
HISTORY MAKER HOMES	1												1	
KATY 1093 LTD														
KB HOMES	1												1	
LENNAR HOMES	1			85	21	74		42					223	
LGI HOMES GROUP LLC	1												1	
LONG LAKE, LTD	1			3	22								26	
NUWAY HOMES TEXAS LP	1						40						41	
ONM LIVING														
PERRY HOMES														
PULTE HOMES, LP														
SHEA HOMES HOUSTON LLC														
STARLIGHT HOMES-HOUSTON		45											45	
SUNTERRA POA												4	4	
SUNTERRA POA C/O PMG HOUSTON														
SUNTERRA POA INC												6	6	
TRICOAST HOMES	1												1	
TRIPLE C LANDSCAPES														
WESTIN HOMES	2												2	
Grand Total	20	45	21	88	43	74	57	42	25	25	18	11	469	

[illegible]

HCW5 Total		WC 35					WC35 Total	WC 37														
	BUILDER	46	49	50	53	COM /HOA		14	15	16	20	23	24	25	28	29	30	31	32	COM/HOA		
51	ADAMS HOMES LONE STAR LLC																					
1	ANGLIA HOMES,LP																47					
45	ASHTON WOODS											7	56			40						
	BEAZER HOMES C/O RADIUSPOINT DEPT 1																					
85	BRIGHTLAND HOMES	23					23					22										
42	CASTLEROCK COMMUNTIES												30									
88	CHESMAR HOMES																		23			
79	COLINA HOMES							8														
	DAVIDSON HOMES LLC													67								
1	DL MEACHAM CONSTRUCTION																					
26	DR HORTON		168	13			181		40	39									50			
67	EHT OF TEXAS, LP																					
2	EVERGREEN LIFESTYLES MANAGEMENT/ SU																			6		
	GBFR SUNTERRA LP																					
20	HAMILTON THOMAS HOMES																					
107	HIGHLAND HOMES																					
78	HISTORY MAKER HOMES										32											
1	KATY 1093 LTD																					
1	KB HOMES														94							
112	LENNAR HOMES				37		37	56									50					
	LGI HOMES GROUP LLC																20					
	LONG LAKE, LTD								29	30												
20	NUWAY HOMES TEXAS LP							16														
114	ONM LIVING																					
75	PERRY HOMES																					
265	PULTE HOMES, LP																					
75	SHEA HOMES HOUSTON LLC																					
	STARLIGHT HOMES-HOUSTON																					
7	SUNTERRA POA																			4		
24	SUNTERRA POA C/O PMG HOUSTON					2	2													8		
	SUNTERRA POA INC					3	3													1		
	TRICOAST HOMES															10						
3	TRIPLE C LANDSCAPES																					
32	WESTIN HOMES			21			21											37				
1421	Grand Total	23	168	34	37	5	267	80	69	69	32	29	86	67	94	100	67	37	73	19		

WC37	Grand Total
	1
	51
47	48
103	164
	71
22	153
30	75
23	112
8	87
67	68
	1
129	338
	67
6	8
	1
	20
	107
32	111
	1
94	96
106	478
20	21
59	85
16	77
	114
	75
	265
	75
	45
4	15
8	34
1	10
10	11
	3
37	92
822	2980

Exhibit E



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

February 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 January 8, 2024

Dear Directors:

This report summarizes our activities during the past month:

8a. 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) Sunterra Section 57 Paving Facilities (Astro):

- i. The construction plans are approved.
- ii. We received ten (10) bids for the Paving project on January 19, 2024. Daco Paving, Inc. submitted the low bid in the amount of \$659,000.00. We have worked with Daco in the past and recommend awarding the contract to them.

Action Item: Award the Paving contract to Daco Paving, Inc.

b) Sunterra Section 58 Paving Facilities (Astro):

- i. The construction plans are approved.
- ii. We received thirteen (13) bids for the Paving project on January 23, 2024. Daco Paving, Inc. submitted the low bid in the amount of \$1,002,000.00. We have worked with Daco in the past and recommend awarding the contract to them.

Action Item: Award the Paving contract to Daco Paving, Inc.

c) Sunterra Section 59 WS&D and Paving Facilities (Astro):

- i. The construction plans are approved.
- ii. We will bid the paving project later this month.
- iii. We received five (5) bids for the WS&D project on February 2, 2024. Blazey Construction Services, LLC submitted the lowest bid for Base Bid + Alternate in the amount of \$819,962.00 with 45 days. Principal Services, Ltd submitted the second lowest in the amount of \$829,584.45 with 30 days. The most advantageous contractor is Principal Services, Ltd for this project. We have worked with Principal in the past and recommend awarding the contract to them.

Action Item: Award the WS&D contract to Principal Services, Ltd.



d) Sunterra Section 60 WS&D and Paving Facilities (Astro):

- i. The construction plans are approved.
- ii. We will bid the paving project later this month.
- iii. We received four (4) bids for the WS&D project on January 30, 2024. Blazey Construction Services, LLC submitted the lowest bid in the amount of \$845,482.90. We have worked with Blazey in the past and recommend awarding the contract to them.

Action Item: Award the WS&D contract to Blazey Construction Services, LLC

e) Sunterra Section 61 WS&D and Paving Facilities (Astro):

- i. The construction plans are approved.
- ii. We will bid the paving project later this month.
- iii. We received on February 9, 2024 and will present the award at the next board meeting.

Action Item: None

f) Sunterra Section 62 WS&D and Paving Facilities (Astro):

- i. The construction plans are approved.
- ii. We will bid the paving project later this month.
- iii. We received two (2) bids for the WS&D project on January 26, 2024. Fellers & Clark, LP submitted the lowest bid in the amount of \$1,624,000.00. We have worked with Fellers & Clark in the past and recommend awarding the contract to them.

Action Item: Award the WS&D contract to Fellers & Clark, LP

g) Sunterra Section 63 WS&D and Paving Facilities (Astro):

- i. The construction plans are approved and will take bids in February.

Action Item: None

h) Sunterra Section 64 WS&D and Paving Facilities (Astro):

- i. We are in the approval process for design plans and will take bids in February.

Action Item: None

8b. 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 36 WS&D Facilities:

Original Contract Amount – \$1,594,704.50

Revised Contract Amount - TBD

Contractor: Dimas Bros. Construction

Pay Estimate No. 2: \$161,981.10

Change Order No.:

- i. We received Pay Estimate No. 3 & Final in the amount of \$228,761.80 for the Board's approval.
- ii. We received Change Order No. 1 in the amount of \$-46,249.75 for adjustment to final quantities for the Board's approval.

Action Item: Approval of Pay Estimate 3 & Final and Change Order No. 1



b) Sunterra Section 45 WS&D Facilities:

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

Pay Estimate No. 2: \$768,185.54

WS&D Revised Contract Amount - \$

Change Order No. 1: \$58,890.80

WS&D Contractor: Gonzalez Construction

- i. Contractor is complete with first stage utilities.

Action Item: None

c) Sunterra Section 45 Paving Facilities:

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

Pay Estimate No. 1: \$

Paving Revised Contract Amount - \$

Change Order No. 1: \$

Paving Contractor: Durwood Greene Construction Co.

- ii. Contractor began construction and is currently performing dirt work.

Action Item: None

d) 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

- iii. Contractor is complete with second stage utilities and working on punch items.

Action Item: None

e) Sunterra Section 51 Paving Facilities:

Paving Original Contract Amount – \$617,003.50

Pay Estimate No. 2: \$440,762.40

Paving Revised Contract Amount - \$

Change Order No. 1: \$

Paving Contractor: A&M Contractors, Inc.

- iv. Contractor is complete and we are awaiting the plat recordation to schedule the final County inspection.

Action Item: None

f) 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

- v. Contractor is complete with second stage utilities and working on punch items.

Action Item: None



g) Sunterra Section 52 Paving Facilities:

Paving Original Contract Amount – \$684,481.00

Pay Estimate No. 3: \$199,670.42

Paving Revised Contract Amount - \$

Change Order No. 1: \$

Paving Contractor: A&M Contractors, Inc.

vi. Contractor is complete and we are awaiting the plat recordation to schedule the final County inspection.

vii. We will present Pay Estimate No. 4 in the amount of \$8,433.00 for the Board's approval.

Action Item: Approval of Pay Estimate No. 4

h) Sunterra Section 57 WS&D Facilities:

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

Pay Estimate No. 1: \$

WS&D Revised Contract Amount - \$

Change Order No. 1: \$

WS&D Contractor: Gonzalez Construction Enterprises, Inc.

viii. Contractor has begun work on first stage utilities.

Action Item: None

i) Sunterra Section 58 WS&D Facilities:

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

Pay Estimate No. 1: \$

WS&D Revised Contract Amount - \$

Change Order No. 1: \$

WS&D Contractor: Principal Services, Ltd.

ix. Contractor has begun work on first stage utilities.

Action Item: None

8c. Acceptance of site and/or easement conveyances for facilities constructed or to be constructed for the District:

a) None at this time.

8d. Review and approval of Stormwater Quality Management Plans related to construction Contracts.

a) None at this time.

8e. Status of acceptance by Harris County of Streets for maintenance; authorize any action required in connection therewith.

a) None at this time.

8f. Water Usage Reporting to the West Harris County Regional Water Authority

a) Due to the District being within the boundaries of the West Harris County Regional Water Authority, we are required to report all water usage within the District that is being imported. We request authorization to work with your operator and submit the Water Usage Reporting Form to the water authority.

8g. Status of the Summary of Costs for Series 2024 WS&D Bonds and BAN.

a) No new update. We have received the DAC letter and the Pre-Purchase Inspection letter.



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

Sincerely,

Blair M. Bozoarth, 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\02 - February\HARRIS COUNTY MUD NO. 569
ENGINEERING REPORT.docxHC 569 December

WEST HARRIS COUNTY REGIONAL WATER AUTHORITY

December 15, 2023

TO: The City of Katy, Texas, the City of Houston, Texas, and Districts within the West Harris County Regional Water Authority
FROM: West Harris County Regional Water Authority (the "Authority")
RE: Notice of 2024 Appointment Process for Authority Directors

The terms for four directors (Eric Hansen, Precinct 3; Douglas C. Postle, Precinct 6; Gary Struzick, Precinct 7; and Mark G. Janneck, Precinct 8) of the Authority's Board of Directors (the "Board") expire in May, 2024. Please see the attached Director Precinct List (attached as Exhibit "C") to determine in which precinct your district/municipality is located. (If your district/municipality is not listed on the attached Director Precinct List or if your district/municipality has had a boundary change and you believe it may now be located in a different precinct, please notify Alia Vinson, attorney for the Authority, by facsimile at (713) 860-6649 immediately (but no later than January 31, 2024) so that you can be notified in which precinct your district/municipality is located. Failure to do so may prevent your district/ municipality from participating in the 2024 director appointment process.) If your district/municipality is located in Precincts 3, 6, 7, or 8, you may take action regarding the 2024 director appointment process and must submit a completed 2023 Water Usage Form, as more fully described below in Section A. If your district/municipality is located in Precincts 1, 2, 4, 5, or 9 you have no action to take regarding the 2024 director appointment process, but you must submit a completed 2023 Water Usage Form, as more fully described below in Section B.

A. Instructions For Precincts 3, 6, 7, and 8

The districts and municipalities within Precincts 3, 6, 7, or 8 have the right to cast their vote during the 2024 director appointment process for the appointment of director positions for such precincts. The strength of the vote of each district/municipality within a precinct is calculated by dividing the total water (other than Waller County water) used within the precinct by the district/ municipality in calendar year 2023 by the total water (other than Waller County water) used by all districts/municipalities in that precinct in calendar year 2023, multiplying that quotient by 100, and rounding that result to the nearest tenth.

If a district/municipality within Precincts 3, 6, 7, or 8 desires to nominate a candidate for a position on the Board, the district/municipality is required to nominate such person by **resolution** (using the form attached as Exhibit "A") and to submit the name of the candidate to the presiding officer of the Authority by **Thursday, February 15, 2024**.

A district/municipality may nominate only one candidate and the candidate must be nominated for the precinct in which the district/municipality is located. A district/municipality within Precincts 3, 6, 7, or 8 seeking to nominate a candidate must complete and provide by February 15, 2024, the Resolution Nominating a Candidate and Certification of Resolution Nominating a Candidate attached hereto as Exhibit "A" to Eric Hansen, President, West Harris County Regional Water Authority, c/o Alia Vinson, Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027; Facsimile: (713) 860-6649. **The district/municipality is responsible to ensure that the Authority actually receives the fully completed Exhibit "A" Resolution Nominating a Candidate and Certification of Resolution Nominating a Candidate at the above address or fax number no later than 11:59 p.m., February 15, 2024.**

The legislation governing the Authority provides that to be eligible to serve as a director, or to be listed on a ballot as a candidate for director, an individual must:

- (1) be at least 18 years of age;
- (2) be a resident of the State of Texas;
- (3) own land or be a qualified voter within the director precinct that he or she would represent; and
- (4) have served as a director of one or more districts for a total of four years or more, or for a precinct in which the City of Katy is located, the individual may have served as the Mayor or member of City Council of Katy for any period.

Please note that if the candidate is currently serving on a utility district board of directors, he or she will be required to resign from such position if appointed to the Authority's Board of Directors. If the candidate is currently serving on the board of a governmental entity that is not a utility district, he or she may be required to resign from such position if appointed to the Authority's Board of Directors.

Districts/municipalities within Precincts 3, 6, 7, or 8 are required to report their water usage to the Authority by **March 1, 2024**, on the form attached hereto as Exhibit "B" to: Eric Hansen, President, West Harris County Regional Water Authority, c/o Cheryl Panozzo, Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027; Facsimile: (713) 800-1168. **Districts/municipalities within Precincts 3, 6, 7, or 8 are responsible to ensure that the Authority actually receives a fully completed Exhibit "B" Water Usage Reporting Form at the above address or fax number no later than 11:59 p.m., March 1, 2024.** Without timely receipt of an accurate, fully completed Exhibit "B," the Board cannot accurately calculate the water usage and voting strength of a district/municipality and the district/municipality may lose its right to vote in the 2024 director appointment process. In the event that the information provided on the Water Usage Reporting Form is inconsistent with the information obtained by the Authority, including through meter reads or the Automatic Meter Reading system, the Authority reserves the right to correct such usages for the purposes of calculating water

usage and voting strength. It is very important that all districts/ municipalities within the Authority complete the Water Usage Reporting Form and provide it by **March 1, 2024**, even if districts/municipalities do not intend to vote in the 2024 director appointment process because the data is needed for groundwater reduction plan purposes.

For any election in Precincts 3, 6, 7, or 8 that is contested, the Board will send ballots to the districts/municipalities within the contested precinct before March 15, 2024. Districts/municipalities within Precincts 3, 6, 7, or 8 seeking to vote must determine their vote for director by resolution and submit their vote to the presiding officer of the Authority by **Tuesday, April 30, 2024**. Districts/municipalities are allowed to vote for only one candidate on the ballot. The resolution of a district/municipality must be provided to Eric Hansen, President, West Harris County Regional Water Authority, c/o Alia Vinson, Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027; Facsimile: (713) 860-6649, no later than 11:59 p.m., **April 30, 2024**. Districts/municipalities are responsible to ensure that the Authority actually receives the resolution casting its vote for director at the above address or fax number no later than 11:59 p.m., April 30, 2024.

B. Instructions For Precincts 1, 2, 4, 5, and 9

In addition, although districts/municipalities within Director Precincts 1, 2, 4, 5, or 9 do not have an election this year, such districts should complete the Water Usage Reporting Form attached hereto as Exhibit "B" and, by **March 1, 2024**, submit it to Eric Hansen, President, West Harris County Regional Water Authority, c/o Cheryl Panozzo, Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027; Facsimile: (713) 800-1168. Completion of such form is necessary from such districts/municipalities for the Authority's ongoing planning purposes in connection with its groundwater reduction plan required by the Harris Galveston Subsidence District. It is very important that all districts/ municipalities within the Authority complete the Water Usage Reporting Form and provide it by **March 1, 2024**, because the data is needed for groundwater reduction plan purposes.

* * *

Please note that the offices of Allen Boone Humphries Robinson LLP ("ABHR") close at 5:00 p.m. on weekdays and are closed all day on weekends and holidays. Although the above fax numbers are usually operational when ABHR is closed, no guarantee can be made that they will be operational when ABHR is closed. Accordingly, districts/municipalities attempting to send documents to the Authority after ABHR is closed risk the Authority not receiving same timely. Please contact Alia Vinson, attorney for the Authority, at (713) 860-6449 if you have any questions regarding these matters.

EXHIBIT "A"

RESOLUTION NOMINATING A CANDIDATE TO SERVE AS A DIRECTOR ON THE
BOARD OF DIRECTORS OF THE WEST HARRIS COUNTY REGIONAL WATER
AUTHORITY

AND

CERTIFICATE OF RESOLUTION NOMINATING A CANDIDATE FOR THE BOARD
OF DIRECTORS OF THE WEST HARRIS COUNTY REGIONAL WATER AUTHORITY

CERTIFICATION OF RESOLUTION NOMINATING A CANDIDATE FOR THE BOARD
OF DIRECTORS OF THE WEST HARRIS COUNTY REGIONAL WATER AUTHORITY

I certify that a true and correct copy of the resolution of the City Council or Board of
Directors of _____ of _____ nominating
_____ to serve as the director for Director Precinct _____ of the Board of
Directors of the West Harris County Regional Water Authority is attached hereto.

WITNESS MY HAND this ____ day of _____, 2024.

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

(SEAL)

A RESOLUTION OF

(NAME OF MUNICIPALITY OR CONSERVATION AND RECLAMATION DISTRICT)
NOMINATING A CANDIDATE TO SERVE AS A DIRECTOR ON
THE BOARD OF DIRECTORS OF
THE WEST HARRIS COUNTY REGIONAL WATER AUTHORITY
DIRECTOR PRECINCT NO. _____

WHEREAS, this municipality or conservation and reclamation district is located within the West Harris County Regional Water Authority's Director Precinct No. _____; and

WHEREAS, this municipality or conservation and reclamation district deems it appropriate and in the public interest to nominate a candidate to serve as director for the above director precinct; now, therefore

BE IT RESOLVED BY THE CITY COUNCIL OR BOARD OF DIRECTORS OF _____:

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That the City Council or Board of Directors of _____ does hereby nominate the following person to serve as director for Director Precinct No. _____ of the Board of Directors of the West Harris County Regional Water Authority:

Name of Candidate: _____

Address of Candidate: _____

Phone numbers of Candidate: day: (____) _____

evening: (____) _____

Email address of Candidate: _____

Section 3. That the presiding officer of the governing body of this municipality or conservation and reclamation district be, and he or she is hereby, authorized and directed to deliver or cause to be delivered an executed or certified copy of this resolution to the West Harris County Regional Water Authority by February 15, 2024.

[EXECUTION PAGE FOLLOWS]

PASSED AND APPROVED this _____ day _____, 2024.

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

(SEAL)

EXHIBIT "B"

WATER USAGE REPORTING FORM

WEST HARRIS COUNTY REGIONAL WATER AUTHORITY
Water Usage Reporting Form

- 1) Please state the name of the district or municipality ("User") completing this form:
-
- 2) Please state for all of calendar year 2023 the total gallons billed to water customers of the User located within the boundaries of the West Harris County Regional Water Authority (the "Authority"). (This figure should NOT include gallons billed or delivered to another district or municipality through an interconnect or gallons billed or delivered to any customer of the User that was located outside the boundaries of the Authority.)
-
- 3) Please state for all of calendar year 2023 the total gallons not included in User's response to question no. 2 above that were delivered but not billed to water customers of the User located within the boundaries of the Authority (e.g., homeowners association irrigation that is metered but not billed by the User). (This figure should NOT include gallons billed or delivered to another district or municipality through an interconnect or gallons billed or delivered to any customer of the User that was located outside the boundaries of the Authority.)
-
- 4) If the User owned one or more wells during calendar year 2023 in Harris County, please identify the wells located in Harris County and the total amount of pumpage for each well for calendar year 2023.
- | | |
|-------------------|----------------------|
| 1. Well No. _____ | Total Pumpage: _____ |
| 2. Well No. _____ | Total Pumpage: _____ |
| 3. Well No. _____ | Total Pumpage: _____ |
- 5) If the User owned one or more wells during calendar year 2023 in Fort Bend County, please identify the wells located in Fort Bend County and the total amount of pumpage for each well for calendar year 2023.
- | | |
|-------------------|----------------------|
| 1. Well No. _____ | Total Pumpage: _____ |
| 2. Well No. _____ | Total Pumpage: _____ |
- 6) If the User owned one or more wells during calendar year 2023 in Waller County, please identify the wells located in Waller County and the total amount of pumpage for each well for calendar year 2023.
- | | |
|-------------------|----------------------|
| 1. Well No. _____ | Total Pumpage: _____ |
| 2. Well No. _____ | Total Pumpage: _____ |
- 7) If the User did not pump any water during calendar year 2023 because the User did not own a well or due to any other reason, please insert zero here: _____
- 8) If the User delivered water to one or more districts, municipalities, or other entities outside the User's boundaries during calendar year 2023, please state to whom and how much water was delivered to each district, municipality, or other entity outside the User's boundaries. If delivered water was not metered, please accurately approximate the amount of water delivered.

Name of the districts, municipalities, or other entity outside the User's boundaries to whom the User delivered water and the amount of water delivered to each: _____

9) If the User did not deliver water to another district, municipality, or other entity outside its boundaries during calendar year 2023, please insert zero here: _____

10) If the User received water from one or more districts, municipalities, or other entities outside its boundaries during calendar year 2023, please state from whom and how much water was received from each district, municipality, or other entity outside its boundaries. If received water was not metered, please accurately approximate the amount of water received.

Name of the districts, municipalities, or other entities outside the User's boundaries from whom water was received and the amount of water received from each: _____

11) If the User did not receive water from another district, municipality, or other entity outside the User's boundaries during calendar year 2023, please insert zero here: _____

12) Please use the following space to provide any additional information the User believes is relevant to the calculation of the User's total water usage for calendar year 2023. _____

I declare that the above information is true and correct to the best of my knowledge and belief.

[To Be Signed by the Operator of the District/Municipality]

By: _____

Name: _____

Title: Operator

Company: _____

Date: _____

[To Be Signed by a Member of the Governing Body of the District/Municipality]

By: _____

Name: _____

Title: _____

Date: _____

The User is responsible to ensure that the West Harris County Regional Water Authority actually receives this fully completed Water Usage Reporting Form at the following address or fax number no later than 11:59 p.m. on March 1, 2024.

West Harris County Regional Water Authority, c/o Cheryl Panozzo
Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027,
Facsimile: (713) 800-1168

EXHIBIT "C"

DIRECTOR PRECINCT LIST

WHCRA 2023 PRECINCT LIST

PRECINCT 1 MUDs	PRECINCT 2 MUDs	PRECINCT 3 MUDs	PRECINCT 4 MUDs	PRECINCT 5 MUDs	PRECINCT 6 MUDs	PRECINCT 7 MUDs	PRECINCT 8 MUDs	PRECINCT 9 MUDs
BEECHNUT MUD	CASTLEWOOD MUD	CIMARRON MUD	ADDICKS UD	CLAY ROAD MUD	HC MUD 149	HC MUD 155	HC MUD 102	BEAR CREEK MUD
BISSONNET MUD	FRY ROAD MUD	HC FBC MUD 3	BARKER CYPRESS	HC ID 13	HC MUD 166	HC MUD 162	HC MUD 130	FBC MUD 161
CHELFORD CITY MUD	HC MUD 120	HC MUD 81	HC MUD 136	HC ID 14	HC MUD 257	HC MUD 163	HC MUD 185	FBC MUD 199
CHELFORD ONE MUD	NOTTINGHAM	INTERSTATE MUD	HC MUD 183	HC MUD 127	HC MUD 276	HC MUD 172	HC MUD 250	HC MUD 105
HC MUD 147	WEST PARK MUD	MEMORIAL MUD	HC MUD 238	HC MUD 144	HC UD 6	HC MUD 179	HC MUD 255	HC MUD 157
MISSION BEND MUD 1	WESTON MUD	WEST MEMORIAL MUD	HC MUD 71	HC MUD 156	JACKRABBIT ROAD PUD	HC MUD 186	HC MUD 341	HC MUD 171
MISSION BEND MUD 2	WHC MUD 17		MAYDE CREEK MUD	HC WCID 157	LANGHAM CREEK UD	HC MUD 188	HC MUD 370	HC MUD 287
RENN RD MUD			MORTON ROAD MUD	HC MUD 165		HC MUD 208	HORSEPEN BAYOU MUD	HC MUD 405
WHC MUD 4			RICEWOOD MUD	HC MUD 167			SPENCER ROAD PUD	HC MUD 432
			ROLLING CREEK UD	HC MUD 173				HC MUD 436
			SUN LAKE ID	HC MUD 196				HC MUD 449
			WESTLAKE MUD 1	HC MUD 239				HC MUD 452
			WHC MUD 7	HC MUD 264				HC MUD 457
				HC MUD 284				HC MUD 458
				HC MUD 371				HC MUD 465
				HC MUD 374				HC MUD 477
				HC MUD 375				HC MUD 478
				HC MUD 376				HC MUD 495
				HC MUD 377				HC MUD 519
				HC MUD 378				HC MUD 520
				HC MUD 379				HC MUD 532
				HC MUD 380				HC MUD 536
				HC MUD 418				HC MUD 538
				HC MUD 419				HC MUD 539
				HC MUD 433				HC MUD 540
				HC MUD 434				HC MUD 569
				HC MUD 438				HC MUD 570A
				HC MUD 462				HC MUD 570C
				HC MUD 476				HC MUD 576
				HC MUD 489				HC MUD 61
				HC MUD 490				HC MUD 62
				HC MUD 491				HC MUD 63
				HC MUD 492				HC MUD 64
				HC MUD 493				HC MUD 76
				HC MUD 500				HC WC MUD 4
				HC MUD 501				KATY MGT DST 1
				HC MUD 502				NW HC MUD 12
				HC MUD 503				WHC MUD 2
				HC MUD 533				WHC MUD 5
				HC MUD 534				WOODCREEK RESERVE MUD
				HC MUD 559				CITY OF KATY
				HC MUD 566				
				HC MUD 70				
				REMINGTON MUD 1				
				WHC MUD 14				
				WHC MUD 15				

Exhibit F

RESOLUTION ADOPTING PREVAILING WAGE RATE SCALE
FOR CONSTRUCTION PROJECTS

WHEREAS, Harris County Municipal Utility District No. 569 (the "District") has been heretofore duly created and organized; and

WHEREAS, Chapter 2258, Texas Government Code ("Chapter 2258"), requires the District to determine the general prevailing rate of per diem wages for each craft or type of worker in the locality in which a construction project for the District is to be performed and the general prevailing rate of per diem wages for legal holiday and overtime work; and

WHEREAS, Chapter 2258 provides that a worker employed on a construction project by or on behalf of the District shall be paid not less than said general prevailing rates, as applicable; and

WHEREAS, Chapter 2258 provides that a contractor which is awarded a construction contract for the District, or a subcontractor of the contractor, shall pay not less than the rates determined as set forth above to a worker employed in the execution of such contract for a construction project; and

WHEREAS, Chapter 2258 applies to construction projects paid for in whole or in part from funds of the District, regardless of whether the work is done under the District's supervision or direction; and

WHEREAS, the Board of Directors of the District (the "Board") has determined the general prevailing rate of per diem wages by using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a *et seq.*), as amended, and has determined to adopt a Prevailing Wage Rate Scale for Construction Projects for the District. Now, Therefore,

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

Section 1: The Board has determined the general prevailing rate of per diem wages for each craft or type of worker in the locality in which a construction project for the District is to be performed and the general prevailing rate of per diem wages for legal holiday and overtime work by using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a *et seq.*), as amended, and further, the Board has determined that the wage rates in the Prevailing Wage Rate Scale for Construction Projects (comprised of one or more United States Department of Labor wage determination scales for each project type) attached hereto as Exhibit A are the general prevailing wage rates for construction projects by or on behalf of the District.

Section 2: The District hereby adopts the Prevailing Wage Rate Scale for Construction Projects attached hereto as Exhibit A, which establishes minimum rates for each project type that

shall be used by all contractors and their subcontractors on construction projects by or on behalf of the District.

Section 3: A contractor or subcontractor on a construction project by or on behalf of the District shall maintain records as required by Chapter 2258 and shall be subject to the penalties, forfeitures, and withholding of money for failure to comply with this Resolution and/or pending a final determination of an alleged violation, as provided in Chapter 2258.

Section 4: The District engineer is hereby directed and authorized to specify the wage rates adopted hereunder for each project type in all specifications for bids and contracts for construction projects by or on behalf of the District.

Section 5: Any prior Resolution Adopting Prevailing Wage Rate Scale for Construction Projects previously adopted by the Board is hereby revoked.

PASSED and ADOPTED this 12th day of February, 2024.



President, Board of Directors

ATTEST:



Secretary, Board of Directors

(SEAL)

EXHIBIT A

PREVAILING WAGE RATE SCALE FOR CONSTRUCTION PROJECTS

United States Department of Labor

Wage Determination Scale TX 31

**Construction Type: Heavy Construction Projects Including
Water and Sewer Lines (Includes Flood
Control)**

Counties: Harris

"General Decision Number: TX20240031 01/12/2024

Superseded General Decision Number: TX20230031

State: Texas

Construction Type: Heavy

County: Harris County in Texas.

HEAVY CONSTRUCTION PROJECTS Including Water and Sewer Lines
(Does Not Include Flood Control).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for

performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024

* SFTX0669-001 01/01/2024

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 34.60	23.88

* SUTX2005-019 08/16/2005

	Rates	Fringes
CARPENTER.....	\$ 14.04 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 12.50 **	1.17
ELECTRICIAN.....	\$ 17.00 **	0.04
Formbuilder/Formsetter.....	\$ 13.84 **	1.17
IRONWORKER, REINFORCING.....	\$ 11.28 **	0.00
Laborers:		
Common.....	\$ 8.94 **	0.00
Landscape.....	\$ 7.35 **	0.00
Mason Tender Cement.....	\$ 9.94 **	0.00
Pipelayer.....	\$ 10.14 **	0.00
PIPEFITTER.....	\$ 17.00 **	0.04
POWER EQUIPMENT OPERATOR:		
Backhoe.....	\$ 13.47 **	0.00
Bulldozer.....	\$ 12.58 **	0.00
Crane.....	\$ 15.33 **	0.57
Excavator.....	\$ 16.37 **	0.00
Front End Loader.....	\$ 12.16 **	0.00
Grader.....	\$ 12.20 **	1.48
Tractor.....	\$ 15.00 **	0.00
TRUCK DRIVER.....	\$ 12.02 **	1.02

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

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A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

United States Department of Labor

Wage Determination Scale TX 38

Construction Type: Heavy Construction Projects (For Paving Projects)

Counties: Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery and Waller

"General Decision Number: TX20240038 01/05/2024

Superseded General Decision Number: TX20230038

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract.	
	. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.	
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract.	
	. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on	

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Modification Number	Publication Date
0	01/05/2024

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.98	**
ELECTRICIAN.....	\$ 27.11	
FORM BUILDER/FORM SETTER Paving & Curb.....	\$ 12.34	**
Structures.....	\$ 12.23	**
LABORER Asphalt Raker.....	\$ 12.36	**
Flagger.....	\$ 10.33	**
Laborer, Common.....	\$ 11.02	**
Laborer, Utility.....	\$ 11.73	**
Pipelayer.....	\$ 12.12	**
Work Zone Barricade Servicer.....	\$ 11.67	**
PAINTER (Structures).....	\$ 18.62	
POWER EQUIPMENT OPERATOR: Asphalt Distributor.....	\$ 14.06	**
Asphalt Paving Machine.....	\$ 14.32	**
Broom or Sweeper.....	\$ 12.68	**
Concrete Pavement Finishing Machine.....	\$ 13.07	**
Concrete Paving, Curing, Float, Texturing Machine....	\$ 11.71	**
Concrete Saw.....	\$ 13.99	**

Crane, Hydraulic 80 Tons		
or less.....	\$ 13.86	**
Crane, Lattice boom 80		
tons or less.....	\$ 14.97	**
Crane, Lattice boom over		
80 Tons.....	\$ 15.80	**
Crawler Tractor.....	\$ 13.68	**
Excavator, 50,000 pounds		
or less.....	\$ 12.71	**
Excavator, Over 50,000		
pounds.....	\$ 14.53	**
Foundation Drill, Crawler		
Mounted.....	\$ 17.43	
Foundation Drill, Truck		
Mounted.....	\$ 15.89	**
Front End Loader 3 CY or		
Less.....	\$ 13.32	**
Front End Loader, Over 3 CY.	\$ 13.17	**
Loader/Backhoe.....	\$ 14.29	**
Mechanic.....	\$ 16.96	**
Milling Machine.....	\$ 13.53	**
Motor Grader, Fine Grade....	\$ 15.69	**
Motor Grader, Rough.....	\$ 14.23	**
Off Road Hauler.....	\$ 14.60	**
Pavement Marking Machine....	\$ 11.18	**
Piledriver.....	\$ 14.95	**
Roller, Asphalt.....	\$ 11.95	**
Roller, Other.....	\$ 11.57	**
Scraper.....	\$ 13.47	**
Spreader Box.....	\$ 13.58	**
Servicer.....	\$ 13.97	**
Steel Worker		
Reinforcing Steel.....	\$ 15.15	**
Structural Steel Welder.....	\$ 12.85	**
Structural Steel.....	\$ 14.39	**
TRUCK DRIVER		
Low Boy Float.....	\$ 16.03	**
Single Axle.....	\$ 11.46	**
Single or Tandem Axle Dump..	\$ 11.48	**
Tandem Axle Tractor w/Semi		
Trailer.....	\$ 12.27	**

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher

minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of

the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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END OF GENERAL DECISION"

Exhibit G


Harris County Municipal Utility District No. 569
Landscape Architect Report
February 12, 2024 @ 1:00 pm

10. 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: | Maintenance Period: (4) months |

Previous Pay Applications Approved

Pay Application #1	\$332,330.66
Pay Application #2	\$373,630.36
Pay Application #3	\$791,340.87
Pay Application #4	\$496,345.07
Pay Application #5	\$646,532.90
Pay Application #6	\$539,745.37
Pay Application #7	\$580,860.04

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)

Current Pay Applications Recommended for Board Approval

Pay Application #8	\$634,533.29
Pay Application #9	\$556,798.72

Current Change Orders Recommended for Board Approval

None

Job Status

- Splash pad & pool decks have been poured.
- Dog park concrete pour this week.
- Delivery of wood cladding this week.

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: 8

Distribution to:

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

APPLICATION DATE: 1/5/2024

PERIOD TO: 1/5/2024

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	\$	158,780.60
3. CONTRACT SUM TO DATE (LINE 1 + 2)	\$	8,172,118.55
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	4,883,687.29
5. RETAINAGE:		
a. 10 % of Completed Work	\$	488,368.73
(Column D + E on G703)		
b. 10 % of Stored Material	\$	
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	488,368.73
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	4,395,318.56
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from Prior Certificate)	\$	3,760,785.27
8. CURRENT PAYMENT DUE	\$	634,533.29
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6)	\$	3,776,799.99

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 & Construction, LLC.

By: Richard Baez Project Manager Date: 1/5/2024

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: \$ 634,533.29

(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: Larry Hamilton Date: 01/06/2024

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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 121,746.81	\$ -
Total approved this Month	\$ 37,033.79	\$ -
TOTALS	\$ 158,780.60	\$ -
NET CHANGES by Change Order	\$	158,780.60

A/A 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: 8

Application Date: 1/5/2024

A ITEM NO.	B DESCRIPTION OF WORK	C Unit Type	D Unit Qty	E Unit Price	F SCHEDULED	G PREVIOUS Units	H FROM PREVIOUS APPLICATIONS	I WORK COMPLETED Current Quantity	J THIS PERIOD	K MATERIALS PRESENTLY STORED	L TOTAL COMPLETED AND STORED TO DATE	M PERCENT %	N BALANCE TO FINISH	O RETAINAGE 10%
General Conditions														
1	Maintenance	MO	4	\$ 6,283.66	\$ 25,054.64		\$ -		\$ -	\$ -	\$ -	0%	\$ 25,054.64	\$ -
2	Mobilization / Site Prep	LS	1	\$ 153,946.03	\$ 153,946.03	1	\$ 153,946.03		\$ -	\$ -	\$ 153,946.03	100%	\$ -	\$ 15,394.60
3	Payment and Performance Bonds	LS	1	\$ 68,694.47	\$ 68,694.47	1	\$ 68,694.47		\$ -	\$ -	\$ 68,694.47	100%	\$ -	\$ 6,869.45
4	Permits and Inspection	LS	1	\$ 12,659.45	\$ 12,659.45	1	\$ 12,659.45		\$ -	\$ -	\$ 12,659.45	100%	\$ -	\$ 1,265.95
5	SWPPP Controls (Complete, Install, Maintenance, and Removal)	LS	1	\$ 17,494.30	\$ 17,494.30	0.6	\$ 10,496.58		\$ -	\$ -	\$ 10,496.58	60%	\$ 6,997.72	\$ 1,049.66
SUBTOTAL GENERAL CONDITIONS					\$ 277,848.89		\$ 245,796.53	\$ -	\$ -	\$ -	\$ 245,796.53	88%	\$ 32,062.36	\$ 24,579.65
Softscapes(Outside Pool Fence)														
1	Live Oak - 65 Gal.	EA	19	\$ 987.00	\$ 18,753.00		\$ -		\$ -	\$ -	\$ -	0%	\$ 18,753.00	\$ -
2	Monterrey Oak - 65 Gal.	EA	19	\$ 980.67	\$ 18,632.73		\$ -		\$ -	\$ -	\$ -	0%	\$ 18,632.73	\$ -
3	Mexican Sycamore - 65 Gal.	EA	22	\$ 949.04	\$ 20,878.88		\$ -		\$ -	\$ -	\$ -	0%	\$ 20,878.88	\$ -
4	Shumard Oak - 65 Gal.	EA	13	\$ 980.67	\$ 12,748.71		\$ -		\$ -	\$ -	\$ -	0%	\$ 12,748.71	\$ -
5	Loblolly Pine - 65 Gal.	EA	46	\$ 980.67	\$ 45,110.82		\$ -		\$ -	\$ -	\$ -	0%	\$ 45,110.82	\$ -
6	Bald Cypress - 65 Gal.	EA	13	\$ 980.67	\$ 12,748.71		\$ -		\$ -	\$ -	\$ -	0%	\$ 12,748.71	\$ -
7	Crape Myrtle 'Natchez' - 65 Gal.	EA	36	\$ 949.04	\$ 34,165.44		\$ -		\$ -	\$ -	\$ -	0%	\$ 34,165.44	\$ -
8	Nellie R Stevens Holly - 65 Gal.	EA	15	\$ 1,050.27	\$ 15,754.05		\$ -		\$ -	\$ -	\$ -	0%	\$ 15,754.05	\$ -
9	Saucer Magnolia - 45 Gal.	EA	30	\$ 771.89	\$ 23,156.70		\$ -		\$ -	\$ -	\$ -	0%	\$ 23,156.70	\$ -
10	Loropetalum - 5 Gal.	EA	45	\$ 26.57	\$ 1,195.65		\$ -		\$ -	\$ -	\$ -	0%	\$ 1,195.65	\$ -
11	Adagio Grass - 3 Gal.	EA	204	\$ 26.57	\$ 5,420.28		\$ -		\$ -	\$ -	\$ -	0%	\$ 5,420.28	\$ -
12	Cassian Grass - 3 Gal.	EA	286	\$ 26.57	\$ 7,599.02		\$ -		\$ -	\$ -	\$ -	0%	\$ 7,599.02	\$ -
13	Knockout Rose - 3 Gal.	EA	32	\$ 41.76	\$ 1,336.32		\$ -		\$ -	\$ -	\$ -	0%	\$ 1,336.32	\$ -
14	Red Drift Rose - 3 Gal.	EA	268	\$ 41.76	\$ 11,191.68		\$ -		\$ -	\$ -	\$ -	0%	\$ 11,191.68	\$ -
15	Sunshine Ligustrum - 3 Gal.	EA	177	\$ 43.02	\$ 7,614.54		\$ -		\$ -	\$ -	\$ -	0%	\$ 7,614.54	\$ -
16	Abelia - 3 Gal.	EA	161	\$ 26.57	\$ 4,277.77		\$ -		\$ -	\$ -	\$ -	0%	\$ 4,277.77	\$ -
17	Carissa Holly - 3 Gal.	EA	660	\$ 26.57	\$ 4,251.20		\$ -		\$ -	\$ -	\$ -	0%	\$ 4,251.20	\$ -
18	'New Gold' Lantana - 1 Gal.	EA	629	\$ 13.92	\$ 8,755.68		\$ -		\$ -	\$ -	\$ -	0%	\$ 8,755.68	\$ -
19	Var. Flax Lily - 1 Gal.	EA	504	\$ 13.92	\$ 7,015.68		\$ -		\$ -	\$ -	\$ -	0%	\$ 7,015.68	\$ -
20	Big Blue Linopae - 1 Gal.	EA	652	\$ 10.12	\$ 6,598.24		\$ -		\$ -	\$ -	\$ -	0%	\$ 6,598.24	\$ -
21	Sandy Leaf Fig Ivy - 1 Gal.	EA	56	\$ 15.18	\$ 850.08		\$ -		\$ -	\$ -	\$ -	0%	\$ 850.08	\$ -
22	Seasonal Color - 4" Pot	SF	822	\$ 2.53	\$ 2,079.66		\$ -		\$ -	\$ -	\$ -	0%	\$ 2,079.66	\$ -
23	Fine Grade and Hydromulch	SF	268,000	\$ 0.13	\$ 34,840.00		\$ -		\$ -	\$ -	\$ -	0%	\$ 34,840.00	\$ -
24	Overseeding (One Application)	SY	268,000	\$ 0.09	\$ 24,120.00		\$ -		\$ -	\$ -	\$ -	0%	\$ 24,120.00	\$ -
25	Landscape Boulders	TONS	22	\$ 440.35	\$ 9,687.70		\$ -		\$ -	\$ -	\$ -	0%	\$ 9,687.70	\$ -
26	Bermuda Sod	LS	4,350	\$ 8.22	\$ 35,757.00		\$ -		\$ -	\$ -	\$ -	0%	\$ 35,757.00	\$ -
27	Irrigation System (Complete & Operable)	LS	1	\$ 289,597.31	\$ 289,597.31		\$ -	0.02	\$ 5,791.95	\$ -	\$ 5,791.95	2%	\$ 283,805.36	\$ 579.19
28	Water Meters and Tap Fees	LS	1	\$ 9,554.45	\$ 9,554.45	1	\$ 9,554.45		\$ -	\$ -	\$ 9,554.45	100%	\$ -	\$ 955.45
SUBTOTAL SOFTSCAPE(OUTSIDE POOL FENCE)					\$ 673,691.30		\$ 9,554.45	\$ -	\$ 5,791.95	\$ -	\$ 15,346.40	2%	\$ 668,344.90	\$ 1,534.64
Hardscape(Outside Pool Fence)														
1	Underground Drainage	LS	1	\$ 470,647.05	\$ 470,647.05	1	\$ 470,647.05		\$ -	\$ -	\$ 470,647.05	100%	\$ -	\$ 47,064.71
2	Rough Grading	LS	1	\$ 124,319.11	\$ 124,319.11	1	\$ 124,319.11		\$ -	\$ -	\$ 124,319.11	100%	\$ -	\$ 12,431.91
3	2" HDPE Sleeves (future camera locations)	LF	750	\$ 25.26	\$ 18,945.00	750	\$ 18,945.00		\$ -	\$ -	\$ 18,945.00	100%	\$ -	\$ 1,894.50
4	Site Electrical Connection / Service (Operational)	LS	1	\$ 83,529.13	\$ 83,529.13	0.85	\$ 70,999.76	0.05	\$ 4,176.46	\$ -	\$ 75,176.22	90%	\$ 8,352.91	\$ 7,517.62
5	Site Lighting and Electrical (Operational)	LS	1	\$ 191,098.56	\$ 191,098.56	0.65	\$ 124,214.06	0.15	\$ 28,664.78	\$ -	\$ 152,878.85	80%	\$ 38,219.71	\$ 15,287.88
6	(Conduit, Fixtures, Third Party Inspection, etc.)						\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
7	Sanitary Connection to Restroom Pavilion	LS	1	\$ 44,682.02	\$ 44,682.02	0.5	\$ 22,341.01		\$ -	\$ -	\$ 22,341.01	50%	\$ 22,341.01	\$ 2,234.10
8	Water Connection to Restroom Pavilion	LS	1	\$ 12,287.93	\$ 12,287.93	0.5	\$ 6,143.97		\$ -	\$ -	\$ 6,143.97	50%	\$ 6,143.97	\$ 614.40
9	ADA Parking Signage	LS	4	\$ 173.70	\$ 694.80		\$ -		\$ -	\$ -	\$ -	0%	\$ 694.80	\$ -
10	Ramps at Parking Lot Driveway	EA	6	\$ 1,515.89	\$ 9,095.34	6	\$ 9,095.34		\$ -	\$ -	\$ 9,095.34	100%	\$ -	\$ 909.53
11	Parking Lot Wheel Stop at Accessible Parking	EA	5	\$ 145.27	\$ 726.35		\$ -		\$ -	\$ -	\$ -	0%	\$ 726.35	\$ -
12	Parking Lot Pavement / Curbs / Driveway Apron	SF	41018	\$ 7.76	\$ 318,299.68	30398	\$ 235,888.48		\$ -	\$ -	\$ 235,888.48	74%	\$ 82,411.20	\$ 23,588.85
13	Parking Lot Stabilized Subbase	SF	41839	\$ 1.95	\$ 81,596.05	41839	\$ 81,596.05		\$ -	\$ -	\$ 81,596.05	100%	\$ -	\$ 8,159.61

CONTINUATION SHEET														
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														
PROJECT: Sunterra Recreation Center Facility														
Application No: 8														
Application Date: 1/5/2024														
A	B	C	D	E	F	G	H	I						
ITEM NO.	DESCRIPTION OF WORK	Unit Type	Unit Qty	Unit Price	SCHEDULED	Previous Units	FROM PREVIOUS APPLICATIONS	Current Quantity	THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PERCENT %	BALANCE TO FINISH	RETAINAGE 10%
14	Parking Lot Pavers	SF	1470	\$ 12.57	\$ 18,477.90		\$ -		\$ -	\$ -	\$ -	0%	\$ 18,477.90	\$ -
15	6" Wide Parking Lot Striping	LS	1	\$ 956.60	\$ 956.60		\$ -		\$ -	\$ -	\$ -	0%	\$ 956.60	\$ -
16	Fire Lane Striping & Lettering	LS	1	\$ 909.53	\$ 909.53		\$ -		\$ -	\$ -	\$ -	0%	\$ 909.53	\$ -
17	Accessible Parking Striping / Symbol	LS	1	\$ 126.33	\$ 126.33		\$ -		\$ -	\$ -	\$ -	0%	\$ 126.33	\$ -
18	Fire Lane Geoblock Pavers	SF	1170	\$ 18.32	\$ 21,434.40		\$ -		\$ -	\$ -	\$ -	0%	\$ 21,434.40	\$ -
19	Fire Lane Concrete Curb Border	LF			\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
20	Recreation Center Monument	EA	2	\$ 25,869.63	\$ 51,739.66		\$ -		\$ -	\$ -	\$ -	0%	\$ 51,739.66	\$ -
21	Concrete Walk (4.5" Thick)	SF	2637	\$ 6.36	\$ 16,771.32		\$ -		\$ -	\$ -	\$ -	0%	\$ 16,771.32	\$ -
22	Concrete Walk (4" Thick)	SF	30111	\$ 6.19	\$ 186,387.09	22935	\$ 141,967.65	3465	\$ 21,448.35	\$ -	\$ 163,416.00	88%	\$ 22,971.09	\$ 16,341.60
23	Pedestrian Pavers	SF	2600	\$ 17.30	\$ 48,440.00		\$ -		\$ -	\$ -	\$ -	0%	\$ 48,440.00	\$ -
24	Playground Haunched Edge	LF	403	\$ 11.50	\$ 4,634.50	377	\$ 4,335.50	25	\$ 287.50	\$ -	\$ 4,623.00	100%	\$ 11.50	\$ 462.30
25	Playground Ramp	EA	2	\$ 1,579.05	\$ 3,158.10	2	\$ 3,158.10		\$ -	\$ -	\$ 3,158.10	100%	\$ -	\$ 315.81
26	Playground Concrete Band	LF	402	\$ 47.26	\$ 19,006.56	402	\$ 19,006.56		\$ -	\$ -	\$ 19,006.56	100%	\$ -	\$ 1,900.66
27	Playground Safety Fall Surface (12" Depth)	SF	5056	\$ 2.87	\$ 14,510.72		\$ -		\$ -	\$ -	\$ -	0%	\$ 14,510.72	\$ -
28	Playground Climbing Hill Dirtwork	LS	1	\$ 3,682.63	\$ 3,682.63	1	\$ 3,682.63		\$ -	\$ -	\$ 3,682.63	100%	\$ -	\$ 368.26
29	Playground Synthetic Turf Climbing Hills	LS	1		\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
30	Playground Synthetic Turf	SF	3248	\$ 10.65	\$ 34,591.20		\$ -		\$ -	\$ -	\$ -	0%	\$ 34,591.20	\$ -
31	Berm Slide(Roller Slide)	LS	1	\$ 40,642.05	\$ 40,642.05	0.75	\$ 30,481.54		\$ -	\$ -	\$ 30,481.54	75%	\$ 10,160.51	\$ 3,048.15
32	Rubber Ball Climbers	EA	17	\$ 1,508.01	\$ 25,636.17	12.25	\$ 18,473.12		\$ -	\$ -	\$ 18,473.12	72%	\$ 7,163.05	\$ 1,847.31
33	Play Structure (5-12 year Billows) (Complete and Operational)	LS	1	\$ 115,250.81	\$ 115,250.81	0.7	\$ 80,675.57		\$ -	\$ -	\$ 80,675.57	70%	\$ 34,575.24	\$ 8,067.56
34	Play Structure (2-5 year Breeze) (Complete and Operational)	LS	1	\$ 69,100.90	\$ 69,100.90	0.7	\$ 48,370.63		\$ -	\$ -	\$ 48,370.63	70%	\$ 20,730.27	\$ 4,837.06
35	Play Structure Log Steppers	EA	5	\$ 2,173.12	\$ 10,865.60	3.25	\$ 7,062.84		\$ -	\$ -	\$ 7,062.84	65%	\$ 3,802.76	\$ 706.28
36	Play Structure Log Crawl Tunnel	LS	1	\$ 14,218.22	\$ 14,218.22	0.7	\$ 9,952.75		\$ -	\$ -	\$ 9,952.75	70%	\$ 4,265.47	\$ 995.28
37	Play Structure Hedra Swing Set	LS	2	\$ 8,137.18	\$ 16,274.36	1.25	\$ 10,171.48		\$ -	\$ -	\$ 10,171.48	63%	\$ 6,102.89	\$ 1,017.15
38	Play Structure Table Tennis(including electrical connection)	LS	1	\$ 44,834.58	\$ 44,834.58	0.7	\$ 31,384.21		\$ -	\$ -	\$ 31,384.21	70%	\$ 13,450.37	\$ 3,138.42
39	Play Structure Mobius Climber	LS	1	\$ 17,478.08	\$ 17,478.08	0.7	\$ 12,234.66		\$ -	\$ -	\$ 12,234.66	70%	\$ 5,243.42	\$ 1,223.47
40	Play Structure Revolving Spinner	LS	1	\$ 11,131.33	\$ 11,131.33	0.7	\$ 7,791.93		\$ -	\$ -	\$ 7,791.93	70%	\$ 3,339.40	\$ 779.19
41	Soccer Goals	LS	1	\$ 13,970.80	\$ 13,970.80		\$ -		\$ -	\$ -	\$ -	0%	\$ 13,970.80	\$ -
42	Splashpad Equipment (Vortex Complete and Operational including	LS	1	\$ 99,942.68	\$ 99,942.68		\$ -	0.5	\$ 99,942.68	\$ -	\$ 99,942.68	50%	\$ 99,942.68	\$ 9,994.27
43	Splashpad Surfacing	SF	2487	\$ 9.94	\$ 24,720.78		\$ -		\$ -	\$ -	\$ -	0%	\$ 24,720.78	\$ -
44	Splashpad Water Connection(including backflow & water meter)	LS	1	\$ 10,087.40	\$ 10,087.40		\$ -		\$ -	\$ -	\$ -	0%	\$ 10,087.40	\$ -
45	Overlook Decomposed Granite	SF	971	\$ 6.19	\$ 6,010.49		\$ -		\$ -	\$ -	\$ -	0%	\$ 6,010.49	\$ -
46	Courtyard Concrete Edge	LF	188	\$ 10.51	\$ 1,975.88		\$ -		\$ -	\$ -	\$ -	0%	\$ 1,975.88	\$ -
47	Courtyard Basalt Gravel	SF	3802	\$ 5.24	\$ 19,922.48		\$ -		\$ -	\$ -	\$ -	0%	\$ 19,922.48	\$ -
48	Courtyard Synthetic Turf	SF	5881	\$ 11.91	\$ 70,042.71		\$ -		\$ -	\$ -	\$ -	0%	\$ 70,042.71	\$ -
49	Courtyard Seatwall (18" Ht.)	LF	44	\$ 170.63	\$ 7,507.72		\$ -		\$ -	\$ -	\$ -	0%	\$ 7,507.72	\$ -
50	Courtyard Colored Stamped Concrete	SF	1118	\$ 9.58	\$ 10,710.44		\$ -		\$ -	\$ -	\$ -	0%	\$ 10,710.44	\$ -
51	Fitness Lawn Seatwall (18" Ht.)		1		\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
52	Dog Park 6' Ht. Omega Fence	LF	1001	\$ 105.70	\$ 105,805.70		\$ -	300	\$ 31,710.00	\$ -	\$ 31,710.00	30%	\$ 74,095.70	\$ 3,171.00
53	Dog Park 6' Ht. Gates (including hardware)	EA	4	\$ 3,844.98	\$ 15,379.92		\$ -	2	\$ 7,689.96	\$ -	\$ 7,689.96	50%	\$ 7,689.96	\$ 769.00
54	Dog Park 6' Ht. Double Maintenance Gates	EA	2	\$ 3,182.10	\$ 6,364.20		\$ -	1	\$ 3,182.10	\$ -	\$ 3,182.10	50%	\$ 3,182.10	\$ 318.21
55	Dog Park Drinking Fountain	EA	1	\$ 7,463.60	\$ 7,463.60		\$ -		\$ -	\$ -	\$ -	0%	\$ 7,463.60	\$ -
56	Dog Park Shade Sails	LS	1	\$ 82,451.59	\$ 82,451.59	0.5	\$ 41,225.80	0.5	\$ 41,225.80	\$ -	\$ 82,451.59	100%	\$ -	\$ 8,245.16
57	Dog Park Entry Arch	EA	1	\$ 15,628.01	\$ 15,628.01	0.5	\$ 7,814.01		\$ -	\$ -	\$ 7,814.01	50%	\$ 7,814.01	\$ 781.40
58	Dog Park Entry Arch Column Cladding	EA	2	\$ 1,124.04	\$ 2,248.08		\$ -		\$ -	\$ -	\$ -	0%	\$ 2,248.08	\$ -
59	Dog Park Pavilion(w/ gutters)	EA	1	\$ 60,613.29	\$ 60,613.29	0.5	\$ 30,306.65		\$ -	\$ -	\$ 30,306.65	50%	\$ 30,306.65	\$ 3,030.66
60	Dog Park Pavilion Portable Fire Extinguisher	LS	1	\$ 254.79	\$ 254.79		\$ -		\$ -	\$ -	\$ -	0%	\$ 254.79	\$ -
61	Dog Park Pavilion Column Cladding	EA	4	\$ 1,124.96	\$ 4,499.84		\$ -		\$ -	\$ -	\$ -	0%	\$ 4,499.84	\$ -
62	Dog Park 6' Bench	EA	4	\$ 1,879.31	\$ 7,517.24		\$ -		\$ -	\$ -	\$ -	0%	\$ 7,517.24	\$ -
63	Dog Park Drinking Fountain	EA	2	\$ 5,324.51	\$ 10,649.02		\$ -		\$ -	\$ -	\$ -	0%	\$ 10,649.02	\$ -
64	Dog Park Trash Receptacle	EA	2	\$ 2,235.80	\$ 4,471.60		\$ -		\$ -	\$ -	\$ -	0%	\$ 4,471.60	\$ -
65	Dog Park Pet Waste Station	EA	2	\$ 556.72	\$ 1,113.44		\$ -		\$ -	\$ -	\$ -	0%	\$ 1,113.44	\$ -
66	Dog Park Agility Equipment (small dog area)	LS	1	\$ 15,199.02	\$ 15,199.02		\$ -		\$ -	\$ -	\$ -	0%	\$ 15,199.02	\$ -
67	Dog Park Agility Equipment (large dog area)	LS	1	\$ 14,549.39	\$ 14,549.39		\$ -		\$ -	\$ -	\$ -	0%	\$ 14,549.39	\$ -
68	Dog Park Colored Concrete	SF	1426	\$ 14.59	\$ 20,805.34		\$ -		\$ -	\$ -	\$ -	0%	\$ 20,805.34	\$ -

CONTINUATION SHEET													
AIA Document G703													
PROJECT: Sunterra Recreation Center Facility													
Application No: 8													
Application Date: 1/5/2024													
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	B	C	D	E	F	G	H	I					
ITEM NO.	DESCRIPTION OF WORK	Unit Qty	Unit Price	SCHEDULED	Previous Units	FROM PREVIOUS APPLICATIONS	WORK COMPLETED Current Quantity	THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PERCENT %	BALANCE TO FINISH	RETAINAGE 10%
69	Tennis Court Cantilevered Shade Structure	EA	1	\$ 36,270.12	\$ 36,270.12		0.5	\$ 18,135.06	\$ -	\$ 36,270.12	100%	\$ -	\$ 3,627.01
70	Tennis Courts w/ Lighting - Turnkey	EA	1	\$ 324,857.83	\$ 324,857.83		0.5	\$ 48,728.67	\$ -	\$ 211,157.59	65%	\$ 113,700.24	\$ 21,115.76
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				\$ -	\$ -	0%	\$ 22,590.81	\$ -
74	Drinking Fountain	EA	1	\$ 5,324.51	\$ 5,324.51				\$ -	\$ -	0%	\$ 5,324.51	\$ -
75	6' Bench (Model 506-60TX)	EA	10	\$ 2,451.57	\$ 24,515.70				\$ -	\$ -	0%	\$ 24,515.70	\$ -
76	Concrete Bench Pad	SF		\$ -					\$ -	\$ -	#DIV/0!	\$ -	\$ -
77	Ping Pong Table	EA	1	\$ 42,340.55	\$ 42,340.55		0.5	\$ 21,170.28	\$ -	\$ 21,170.28	50%	\$ 21,170.28	\$ 2,117.03
78	Footcuball Table	EA	1	\$ 13,103.95	\$ 13,103.95				\$ -	\$ -	0%	\$ 13,103.95	\$ -
79	Cornhole Boards	EA	4	\$ 1,431.43	\$ 5,725.72				\$ -	\$ -	0%	\$ 5,725.72	\$ -
80	Teardrop Swings(installed)	EA	4	\$ 8,586.31	\$ 34,345.24				\$ -	\$ -	0%	\$ 34,345.24	\$ -
81	Grill w/ concrete pad	EA	2	\$ 627.97	\$ 1,255.94				\$ -	\$ -	0%	\$ 1,255.94	\$ -
82	ADA Picnic Table (Model 298-42-30TX/S-2)	EA	4	\$ 3,591.35	\$ 14,365.40		2	\$ 7,182.70	\$ -	\$ 7,182.70	50%	\$ 7,182.70	\$ 718.27
83	Picnic Table (Model 298-42-40TX)	EA	9	\$ 4,321.10	\$ 38,889.90		5	\$ 21,605.50	\$ -	\$ 21,605.50	56%	\$ 17,284.40	\$ 2,160.55
84	Picnic Table (Model 298-60TX)	EA	6	\$ 5,032.46	\$ 30,194.76		3	\$ 15,097.38	\$ -	\$ 15,097.38	50%	\$ 15,097.38	\$ 1,509.74
85	ADA Picnic Table (Model 208-60-2TX)	EA	1	\$ 5,244.69	\$ 5,244.69		0.5	\$ 2,622.35	\$ -	\$ 2,622.35	50%	\$ 2,622.35	\$ 262.23
86	Bike Rack (Model 293-00/S-2)	EA	4	\$ 526.84	\$ 2,107.76		2	\$ 1,053.88	\$ -	\$ 1,053.88	50%	\$ 1,053.88	\$ 105.39
87	Misc. Site Work Allowance	LS	1	\$ 15,000.00	\$ 15,000.00				\$ -	\$ -	0%	\$ 15,000.00	\$ -
SUBTOTAL HARDSCAPE(OUTSIDE POOL FENCE)				\$ 3,523,730.87		\$ 1,921,571.29		\$ 305,191.36	\$ -	\$ 2,226,762.65	63%	\$ 1,296,966.22	\$ 222,676.26
Pool/Lazy River Softscape													
1	Nellie R Stevens Holly - 65 Gal.	EA	13	\$ 1,202.12	\$ 15,627.56				\$ -	\$ -	0%	\$ 15,627.56	\$ -
2	Loropetalum - 5 Gal.	EA	9	\$ 44.29	\$ 398.61				\$ -	\$ -	0%	\$ 398.61	\$ -
3	Adaplo Grass - 3 Gal.	EA	15	\$ 37.96	\$ 569.40				\$ -	\$ -	0%	\$ 569.40	\$ -
4	Cassian Grass - 3 Gal.	EA	27	\$ 37.96	\$ 1,024.92				\$ -	\$ -	0%	\$ 1,024.92	\$ -
5	Sunshine Ligustrum - 3 Gal.	EA	66	\$ 56.84	\$ 3,759.04				\$ -	\$ -	0%	\$ 3,759.04	\$ -
6	Carissa Holly - 3 Gal.	EA	48	\$ 37.96	\$ 1,822.08				\$ -	\$ -	0%	\$ 1,822.08	\$ -
7	Butterfly Iris - 1 Gal.	EA	115	\$ 22.78	\$ 2,619.70				\$ -	\$ -	0%	\$ 2,619.70	\$ -
8	Var. Flax Lily - 1 Gal.	EA	100	\$ 22.78	\$ 2,278.00				\$ -	\$ -	0%	\$ 2,278.00	\$ -
9	Landscape Boulders	TON	7	\$ 949.04	\$ 6,643.28				\$ -	\$ -	0%	\$ 6,643.28	\$ -
10	Irrigation System (Complete & Operable)	LS	1	\$ 22,565.61	\$ 22,565.61				\$ -	\$ -	0%	\$ 22,565.61	\$ -
SUBTOTAL POOL/LAZY RIVER SOFTSCAPE				\$ 57,307.20		\$ -		\$ -	\$ -	\$ -	0%	\$ 57,307.20	\$ -

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: 8

Application Date: 1/5/2024

A Column 1 on Contracts where variable retainage for line items may apply															
ITEM NO.	DESCRIPTION OF WORK	Unit Type	Unit Qty	Unit Price	C SCHEDULED	D WORK COMPLETED			E THIS PERIOD	F MATERIALS PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	H PERCENT %	I BALANCE TO FINISH	J RETAINAGE 10%	
						Previous Units	FROM PREVIOUS APPLICATIONS	Current Quantity							
Pool/Lazy River Hardscape															
1	Site Lighting and Electrical (Operational)	LS	1	\$ 165,710.68	\$ 165,710.68	0.75	\$ 124,283.01	0.15	\$ 24,856.60	\$ -	\$ 149,139.61	90%	\$ 16,571.07	\$ 14,913.96	
2	(Conduit, Fixtures, Third Party Inspection, etc.)				\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	
3	Restroom Cube(including connections)	LS	1	\$ 165,703.91	\$ 165,703.91	0.75	\$ 124,277.93	0.05	\$ 8,285.20	\$ -	\$ 132,563.13	80%	\$ 33,140.78	\$ 13,256.31	
4	Lazy River Equipment Enclosure Slab	LS	1	\$ 17,015.82	\$ 17,015.82	0.25	\$ 4,253.96		\$ -	\$ -	\$ 4,253.96	25%	\$ 12,761.87	\$ 425.40	
5	Lazy River Equipment Enclosure Walls (w/ community name)	LF	140	\$ 328.10	\$ 45,934.00		\$ -		\$ -	\$ -	\$ -	0%	\$ 45,934.00	\$ -	
6	Lazy River Equipment Enclosure 8' Ht. Louvered Gates	EA	3	\$ 2,463.32	\$ 7,389.96		\$ -		\$ -	\$ -	\$ -	0%	\$ 7,389.96	\$ -	
7	Lazy River Equipment Enclosure Shade Structures	LS	1	\$ 107,851.00	\$ 107,851.00	0.75	\$ 80,888.25	0.25	\$ 26,962.75	\$ -	\$ 107,851.00	100%	\$ -	\$ 10,785.10	
8	Electrical Connection to Lazy River Equipment Enclosure	LS	1	\$ 23,282.75	\$ 23,282.75		\$ -		\$ -	\$ -	\$ -	0%	\$ 23,282.75	\$ -	
9	Water Connection to Lazy River Equipment Enclosure	LS	1	\$ 10,087.40	\$ 10,087.40		\$ -		\$ -	\$ -	\$ -	0%	\$ 10,087.40	\$ -	
10	Storm Connection to Lazy River Equipment Enclosure	LS	1	\$ 2,526.47	\$ 2,526.47		\$ -		\$ -	\$ -	\$ -	0%	\$ 2,526.47	\$ -	
11	911 Pool Phone	EA	1	\$ 1,515.88	\$ 1,515.88		\$ -		\$ -	\$ -	\$ -	0%	\$ 1,515.88	\$ -	
12	8' Ht. Ameristar Fencing	LF	720	\$ 140.81	\$ 101,383.20		\$ -	200	\$ 28,162.00	\$ -	\$ 28,162.00	28%	\$ 73,221.20	\$ 2,816.20	
13	8' Ht. Ameristar Pedestrian Gate(including access control)	EA	2	\$ 5,568.36	\$ 11,136.72		\$ -	1	\$ 5,568.36	\$ -	\$ 5,568.36	50%	\$ 5,568.36	\$ 556.84	
14	Access Control Hardware Allowance	AL	1	\$ 6,500.00	\$ 6,500.00		\$ -		\$ -	\$ -	\$ -	0%	\$ 6,500.00	\$ -	
15	Lazy River Pump Enclosure(including CMU walls & pin mounted lettering)	EA	5	\$ 1,894.86	\$ 9,474.30		\$ -		\$ -	\$ -	\$ -	0%	\$ 9,474.30	\$ -	
16	Pool Shade Structure (15'x38' steelwork monoslope)	EA	1	\$ 49,026.66	\$ 49,026.66	0.5	\$ 24,513.33		\$ -	\$ -	\$ 24,513.33	50%	\$ 24,513.33	\$ 2,451.33	
17	Pool Shade Structure Column Cladding	EA	6	\$ 1,289.16	\$ 7,734.96		\$ -		\$ -	\$ -	\$ -	0%	\$ 7,734.96	\$ -	
18	Lazy River Bridge	EA	1	\$ 28,376.13	\$ 28,376.13	0.5	\$ 14,188.07	0.25	\$ 7,094.03	\$ -	\$ 21,282.10	75%	\$ 7,094.03	\$ 2,128.21	
19	Pool Decking (Sundeck)	SF	18622	\$ 11.25	\$ 209,497.50		\$ -		\$ -	\$ -	\$ -	0%	\$ 209,497.50	\$ -	
20	Pool Tower Shower(complete and operable w/ drain and water supply) 565 SM ADA SHOWER	EA	1	\$ 7,620.26	\$ 7,620.26		\$ -		\$ -	\$ -	\$ -	0%	\$ 7,620.26	\$ -	
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	0.80	\$ 452,289.74	0.1	\$ 56,536.22	\$ -	\$ 508,825.95	90%	\$ 56,536.22	\$ 50,882.60	
23	Lazy River	LS	1	\$ 768,573.84	\$ 768,573.84	0.80	\$ 614,859.07	0.1	\$ 76,857.38	\$ -	\$ 691,716.46	90%	\$ 76,857.38	\$ 69,171.65	
24	Water Slide (complete and operable)	LS	1	\$ 183,073.57	\$ 183,073.57	0.10	\$ 18,307.36		\$ -	\$ -	\$ 18,307.36	10%	\$ 164,766.21	\$ 1,830.74	
25	Vortex Splash Equipment(in pool area complete and operable)	LS	1	\$ 125,314.01	\$ 125,314.01	0.50	\$ 62,657.01	0.2	\$ 25,062.80	\$ -	\$ 87,719.81	70%	\$ 37,594.20	\$ 8,771.98	
26	3' Wide River Rock Band at Lazy River	LF	110	\$ 75.79	\$ 8,336.90		\$ -		\$ -	\$ -	\$ -	0%	\$ 8,336.90	\$ -	
27	Triangle Fabric Shade Structures	LS	1	\$ 129,383.22	\$ 129,383.22	0.50	\$ 64,691.61	0.5	\$ 64,691.61	\$ -	\$ 129,383.22	100%	\$ -	\$ 12,938.32	
28	Synthetic Turf	SF		\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	
29	Hammocks (installed w/ posts)	EA	4	\$ 3,795.21	\$ 15,180.84		\$ -		\$ -	\$ -	\$ -	0%	\$ 15,180.84	\$ -	
30	Trash Receptacle	EA	4	\$ 2,340.26	\$ 9,361.04		\$ -		\$ -	\$ -	\$ -	0%	\$ 9,361.04	\$ -	
SUBTOTAL POOL/LAZY RIVER HARDSCAPE					\$ 2,785,402.33		\$ 1,585,209.32		\$ 324,076.95	\$ -	\$ 1,909,286.28	69%	\$ 876,116.05	\$ 190,928.63	
Package 2 Restroom Pavilion															
1	Temporary Enclosures	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	
2	Final Clean	LS	1	\$ 1,392.25	\$ 1,392.25		\$ -		\$ -	\$ -	\$ -	0%	\$ 1,392.25	\$ -	
3	Layout & Equipment	LS	1	\$ 1,768.53	\$ 1,768.53	1	\$ 1,768.53		\$ -	\$ -	\$ 1,768.53	100%	\$ -	\$ 176.85	
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%	\$ -	\$ 7,407.67	
6	Masonry	LS	1	\$ 499.56	\$ 499.56		\$ -	1	\$ 499.56	\$ -	\$ 499.56	100%	\$ -	\$ 49.95	
7	Stone	LS	1	\$ 16,287.74	\$ 16,287.74		\$ -	1	\$ 16,287.74	\$ -	\$ 16,287.74	100%	\$ -	\$ 1,628.77	
8	Steel Fabrication	LS	1	\$ 681.55	\$ 681.55		\$ -		\$ -	\$ -	\$ -	0%	\$ 681.55	\$ -	
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	0.95	\$ 170,715.29		\$ -	\$ -	\$ 170,715.29	95%	\$ 8,985.02	\$ 17,071.53	
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, Use Column 1 on Contracts where variable retainage for line items may apply														
Application No: 8 Application Date: 1/5/2024														
A	B				C		D	E	F	G	H	I		
ITEM NO.	DESCRIPTION OF WORK	Unit Type	Unit Qty	Unit Price	SCHEDULED	Previous Units	FROM PREVIOUS APPLICATIONS	Current Quantity	THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PERCENT %	BALANCE TO FINISH	RETAINAGE 10%
12	Fixed Ladder	LS	1	\$ 3,144.09	\$ 3,144.09		\$ -		\$ -	\$ -	\$ -	0%	\$ 3,144.09	\$ -
13	Building Insulation	LS	1	\$ 10,004.86	\$ 10,004.86		\$ -		\$ -	\$ -	\$ -	0%	\$ 10,004.86	\$ -
14	Metal Wall Panels	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
15	Standing Seam Metal Roofing & Accessories	LS	1	\$ 75,229.53	\$ 75,229.53		\$ -		\$ -	\$ -	\$ -	0%	\$ 75,229.53	\$ -
16	Wood Siding	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
17	Door / Hardware Installation	LS	1	\$ 12,439.61	\$ 12,439.61		\$ -		\$ -	\$ -	\$ -	0%	\$ 12,439.61	\$ -
18	Door Hardware	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
19	Sectional Doors	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
20	Storefronts	LS	1	\$ 41,407.92	\$ 41,407.92		\$ -		\$ -	\$ -	\$ -	0%	\$ 41,407.92	\$ -
21	Glass and Glazing	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
22	Louvers and Vents	LS	1	\$ 1,030.41	\$ 1,030.41		\$ -		\$ -	\$ -	\$ -	0%	\$ 1,030.41	\$ -
23	Gypsum	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
24	Rubber Base	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
25	Ceramic Tile	LS	1	\$ 21,404.31	\$ 21,404.31		\$ -		\$ -	\$ -	\$ -	0%	\$ 21,404.31	\$ -
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		\$ -		\$ -	\$ -	\$ -	0%	\$ 2,899.41	\$ -
29	Aluminum Canopies	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
30	Painting	LS	1	\$ 68,790.93	\$ 68,790.93		\$ -		\$ -	\$ -	\$ -	0%	\$ 68,790.93	\$ -
31	Signage and Graphics	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
32	Toilet Accessories	LS	1	\$ 25,821.86	\$ 25,821.86		\$ -		\$ -	\$ -	\$ -	0%	\$ 25,821.86	\$ -
33	Fire Extinguishers	LS	1	\$ 275.81	\$ 275.81		\$ -		\$ -	\$ -	\$ -	0%	\$ 275.81	\$ -
34	Plumbing	LS	1	\$ 81,352.57	\$ 81,352.57	0.75	\$ 61,014.43		\$ -	\$ -	\$ 61,014.43	75%	\$ 20,338.14	\$ 6,101.44
35	HVAC	LS	1	\$ 54,887.73	\$ 54,887.73		\$ -	0.7	\$ 38,421.41	\$ -	\$ 38,421.41	70%	\$ 16,466.32	\$ 3,842.14
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	0.35	\$ 10,359.63	0.15	\$ 4,439.84	\$ -	\$ 14,799.48	50%	\$ 14,799.48	\$ 1,479.95
39	Lighting	LS	1	\$ 78,301.03	\$ 78,301.03		\$ -		\$ -	\$ -	\$ -	0%	\$ 78,301.03	\$ -
40	Access Control	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
41	Fire Detection / Alarm	LS	1	\$ 14,871.57	\$ 14,871.57		\$ -		\$ -	\$ -	\$ -	0%	\$ 14,871.57	\$ -
42				\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
SUBTOTAL PACKAGE 2 RESTROOM PAVILION					\$ 795,867.23		\$ 317,934.59		\$ 59,648.55	\$ -	\$ 377,583.14	47%	\$ 418,284.09	\$ 37,758.31
GRAND TOTAL BASE BID					\$ 8,113,847.82		\$ 4,080,066.18			\$ 4,774,774.99			\$ 3,339,072.83	
Alternate Items														
A1	Alternate #1: Broom Finish Concrete in lieu of Sundek 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 #1: BROOM FINISH CONCRETE IN LIEU OF SUNDEK PAVING					\$ -		\$ -		\$ -	\$ -	\$ -	#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%	\$ -	\$ 7,881.22
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														
Application No: 8 Application Date: 1/5/2024														
A	B				C		D	E	F	G	H	I		
ITEM NO.	DESCRIPTION OF WORK	Unit Type	Unit Qty	Unit Price	SCHEDULED	Previous Units	FROM PREVIOUS APPLICATIONS	Current Quantity	THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PERCENT %	BALANCE TO FINISH	RETAINAGE 10%
002	Owner Change Order # 002 - Electrical Changes IFC	LS	1	\$ 23,162.69	\$ 23,162.69	0	\$ -		\$ -	\$ -	\$ -	0%	\$ 23,162.69	\$ -
SUBTOTAL OWNER CHANGE ORDER # 002 - ELECTRICAL CHANGES IFC					\$ 23,162.69		\$ -		\$ -	\$ -	\$ -	0%	\$ 23,162.69	\$ -
003	Owner Change Order # 003 - Data Sleeves	LS	1	\$ 19,771.96	\$ 19,771.96	1	\$ 19,771.96		\$ -	\$ -	\$ 19,771.96	100%	\$ -	\$ 1,977.20
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		\$ -		\$ -	\$ -	\$ -	0%	\$ 26,705.61	\$ -
SUBTOTAL OWNER CHANGE ORDER # 004 - 3IN WATER METER					\$ 26,705.61		\$ -		\$ -	\$ -	\$ -	0%	\$ 26,705.61	\$ -
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%	\$ -	\$ 1,032.82
SUBTOTAL OWNER CHANGE ORDER # 005 - ELECT BUS CT CAN					\$ 10,328.18		\$ -		\$ 10,328.18	\$ -	\$ 10,328.18	100%	\$ -	\$ 516.41
Supplemental Pricing Items														
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	\$ -
BID TOTALS:														
SUBTOTAL GENERAL CONDITIONS					\$ 277,848.89		\$ 245,796.53		\$ -	\$ -	\$ 245,796.53	88%	\$ 32,052.36	\$ 24,579.65
SUBTOTAL SOFTSCAPE(OUTSIDE POOL FENCE)					\$ 673,691.30		\$ 9,554.45		\$ 5,791.95	\$ -	\$ 15,346.40	2%	\$ 658,344.90	\$ 1,534.64
SUBTOTAL HARDSCAPE(OUTSIDE POOL FENCE)					\$ 3,523,730.87		\$ 1,921,571.29		\$ 305,191.36	\$ -	\$ 2,226,762.65	63%	\$ 1,296,968.22	\$ 222,676.26
SUBTOTAL POOL/LAZY RIVER SOFTSCAPE					\$ 57,307.20		\$ -		\$ -	\$ -	\$ -	0%	\$ 57,307.20	\$ -
SUBTOTAL SUBTOTAL POOL/LAZY RIVER HARDSCAPE					\$ 2,785,402.33		\$ 1,585,209.32		\$ 324,076.95	\$ -	\$ 1,909,286.28	69%	\$ 876,116.05	\$ 190,928.63
SUBTOTAL SUBTOTAL PACKAGE 2 RESTROOM PAVILION					\$ 795,867.23		\$ 317,934.59		\$ 59,648.55	\$ -	\$ 377,583.14	47%	\$ 418,284.09	\$ 37,758.31
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%	\$ -	\$ 7,881.22
SUBTOTAL OWNER CHANGE ORDER # 002 - ELECTRICAL CHANGES IFC					\$ 23,162.69		\$ -		\$ -	\$ -	\$ 19,771.96	85%	\$ 23,162.69	\$ 1,977.20
SUBTOTAL OWNER CHANGE ORDER # 003 - DATA SLEEVES					\$ 19,771.96		\$ 19,771.96		\$ -	\$ -	\$ -	0%	\$ -	\$ -
SUBTOTAL OWNER CHANGE ORDER # 004 - 3IN WATER METER					\$ 26,705.61		\$ -		\$ -	\$ -	\$ -	0%	\$ 26,705.61	\$ -
SUBTOTAL OWNER CHANGE ORDER # 005 - ELECT BUS CT CAN					\$ 10,328.18		\$ -		\$ 10,328.18	\$ -	\$ 10,328.18	100%	\$ -	\$ -
GRAND TOTAL (Base Bid):					\$ 8,172,118.55		\$ 4,178,650.30		\$ 705,036.99	\$ -	\$ 4,883,687.29	60%	\$ 3,288,431.26	\$ 488,368.73
SUBTOTAL SUBTOTAL SUPPLEMENTAL PRICING ITEMS					\$ 32,085.27		\$ -		\$ -	\$ -	\$ -	0%	\$ -	\$ -
													\$ 3,288,431.26	

Received by KGA 02/05/2024

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: 9

Distribution to:

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

APPLICATION DATE: 2/5/2024

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

PERIOD TO: 2/5/2024

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	\$	158,780.60
3. CONTRACT SUM TO DATE (LINE 1 + 2)	\$	8,172,118.55
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	5,502,352.53
5. RETAINAGE:		
a. 10 % of Completed Work	\$	550,235.25
(Column D + E on G703)		
b. 10 % of Stored Material	\$	-
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	550,235.25
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	4,952,117.28
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from Prior Certificate)	\$	4,395,318.56
8. CURRENT PAYMENT DUE	\$	556,798.72
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6)	\$	3,220,001.27

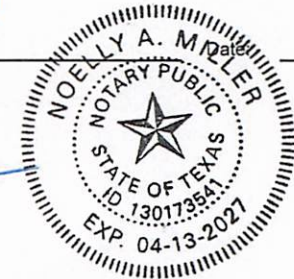
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 158,780.60	\$ -
Total approved this Month		\$ -
TOTALS	\$ 158,780.60	\$ -
NET CHANGES by Change Order		\$ 158,780.60

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 & Construction, LLC.

By: Richard Baca Project Manager Date: 2/5/2024

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..... \$ 556,798.72

(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: 02/05/2024

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: 9														
Application Date: 2/5/2024														
A	B				C		D	E	F	G	H	I		
ITEM NO.	DESCRIPTION OF WORK	Unit Type	Unit Qty	Unit 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 10%
General Conditions														
1	Maintenance	MO	4	\$ 6,263.66	\$ 25,054.64		\$ -		\$ -	\$ -	\$ -	0%	\$ 25,054.64	\$ -
2	Mobilization / Site Prep	LS	1	\$ 153,946.03	\$ 153,946.03	1	\$ 153,946.03		\$ -	\$ -	\$ 153,946.03	100%	\$ -	\$ 15,394.60
3	Payment and Performance Bonds	LS	1	\$ 68,694.47	\$ 68,694.47	1	\$ 68,694.47		\$ -	\$ -	\$ 68,694.47	100%	\$ -	\$ 6,869.45
4	Permits and Inspection	LS	1	\$ 12,659.45	\$ 12,659.45	1	\$ 12,659.45		\$ -	\$ -	\$ 12,659.45	100%	\$ -	\$ 1,265.95
5	SWPPP Controls (Complete: Install, Maintenance, and Removal)	LS	1	\$ 17,494.30	\$ 17,494.30	0.6	\$ 10,496.58		\$ -	\$ -	\$ 10,496.58	60%	\$ 6,997.72	\$ 1,049.66
SUBTOTAL GENERAL CONDITIONS					\$ 277,848.89		\$ 245,796.53		\$ -	\$ -	\$ 245,796.53	88%	\$ 32,052.36	\$ 24,579.65
Softscape(Outside Pool Fence)														
1	Live Oak - 65 Gal.	EA	19	\$ 987.00	\$ 18,753.00		\$ -		\$ -	\$ -	\$ -	0%	\$ 18,753.00	\$ -
2	Monterrey Oak - 65 Gal.	EA	19	\$ 980.67	\$ 18,632.73		\$ -		\$ -	\$ -	\$ -	0%	\$ 18,632.73	\$ -
3	Mexican Sycamore - 65 Gal.	EA	22	\$ 949.04	\$ 20,878.88		\$ -		\$ -	\$ -	\$ -	0%	\$ 20,878.88	\$ -
4	Shumard Oak - 65 Gal.	EA	13	\$ 980.67	\$ 12,748.71		\$ -		\$ -	\$ -	\$ -	0%	\$ 12,748.71	\$ -
5	Loblolly Pine - 65 Gal.	EA	46	\$ 980.67	\$ 45,110.82		\$ -		\$ -	\$ -	\$ -	0%	\$ 45,110.82	\$ -
6	Bald Cypress - 65 Gal.	EA	13	\$ 980.67	\$ 12,748.71		\$ -		\$ -	\$ -	\$ -	0%	\$ 12,748.71	\$ -
7	Crape Myrtle 'Natchez' - 65 Gal.	EA	36	\$ 949.04	\$ 34,165.44		\$ -		\$ -	\$ -	\$ -	0%	\$ 34,165.44	\$ -
8	Nellie R Stevens Holly - 65 Gal.	EA	15	\$ 1,050.27	\$ 15,754.05		\$ -		\$ -	\$ -	\$ -	0%	\$ 15,754.05	\$ -
9	Saucer Magnolia - 45 Gal.	EA	30	\$ 771.89	\$ 23,156.70		\$ -		\$ -	\$ -	\$ -	0%	\$ 23,156.70	\$ -
10	Loropetalum - 5 Gal.	EA	45	\$ 26.57	\$ 1,195.65		\$ -		\$ -	\$ -	\$ -	0%	\$ 1,195.65	\$ -
11	Adagio Grass - 3 Gal.	EA	204	\$ 26.57	\$ 5,420.28		\$ -		\$ -	\$ -	\$ -	0%	\$ 5,420.28	\$ -
12	Cassian Grass - 3 Gal.	EA	286	\$ 26.57	\$ 7,599.02		\$ -		\$ -	\$ -	\$ -	0%	\$ 7,599.02	\$ -
13	Knockout Rose - 3 Gal.	EA	32	\$ 41.76	\$ 1,336.32		\$ -		\$ -	\$ -	\$ -	0%	\$ 1,336.32	\$ -
14	Red Drift Rose - 3 Gal.	EA	268	\$ 41.76	\$ 11,191.68		\$ -		\$ -	\$ -	\$ -	0%	\$ 11,191.68	\$ -
15	Sunshine Ligustrum - 3 Gal.	EA	177	\$ 43.02	\$ 7,614.54		\$ -		\$ -	\$ -	\$ -	0%	\$ 7,614.54	\$ -
16	Abelia - 3 Gal.	EA	161	\$ 26.57	\$ 4,277.77		\$ -		\$ -	\$ -	\$ -	0%	\$ 4,277.77	\$ -
17	Carissa Holly - 3 Gal.	EA	160	\$ 26.57	\$ 4,251.20		\$ -		\$ -	\$ -	\$ -	0%	\$ 4,251.20	\$ -
18	'New Gold' Lantana - 1 Gal.	EA	629	\$ 13.92	\$ 8,755.68		\$ -		\$ -	\$ -	\$ -	0%	\$ 8,755.68	\$ -
19	Var. Flax Lily - 1 Gal.	EA	504	\$ 13.92	\$ 7,015.68		\$ -		\$ -	\$ -	\$ -	0%	\$ 7,015.68	\$ -
20	Big Blue Liriope - 1 Gal.	EA	652	\$ 10.12	\$ 6,598.24		\$ -		\$ -	\$ -	\$ -	0%	\$ 6,598.24	\$ -
21	Sandy Leaf Fig Ivy - 1 Gal.	EA	56	\$ 15.18	\$ 850.08		\$ -		\$ -	\$ -	\$ -	0%	\$ 850.08	\$ -
22	Seasonal Color - 4" Pot	SF	822	\$ 2.53	\$ 2,079.66		\$ -		\$ -	\$ -	\$ -	0%	\$ 2,079.66	\$ -
23	Fine Grade and Hydromulch	SF	268,000	\$ 0.13	\$ 34,840.00		\$ -		\$ -	\$ -	\$ -	0%	\$ 34,840.00	\$ -
24	Overseeding (One Application)	SY	268,000	\$ 0.09	\$ 24,120.00		\$ -		\$ -	\$ -	\$ -	0%	\$ 24,120.00	\$ -
25	Landscape Boulders	TONS	22	\$ 440.35	\$ 9,687.70		\$ -		\$ -	\$ -	\$ -	0%	\$ 9,687.70	\$ -
26	Bermuda Sod	LS	4,350	\$ 8.22	\$ 35,757.00		\$ -		\$ -	\$ -	\$ -	0%	\$ 35,757.00	\$ -
27	Irrigation System (Complete & Operable)	LS	1	\$ 289,597.31	\$ 289,597.31	0.02	\$ 5,791.95	0.2	\$ 57,919.46	\$ -	\$ 63,711.41	22%	\$ 225,885.90	\$ 6,371.14
28	Water Meters and Tap Fees	LS	1	\$ 9,554.45	\$ 9,554.45	1	\$ 9,554.45		\$ -	\$ -	\$ 9,554.45	100%	\$ -	\$ 955.45
SUBTOTAL SOFTSCAPE(OUTSIDE POOL FENCE)					\$ 673,691.30		\$ 15,346.40		\$ 57,919.46	\$ -	\$ 73,265.86	11%	\$ 600,425.44	\$ 7,326.59
Hardscape(Outside Pool Fence)														
1	Underground Drainage	LS	1	\$ 470,647.05	\$ 470,647.05	1	\$ 470,647.05		\$ -	\$ -	\$ 470,647.05	100%	\$ -	\$ 47,064.71
2	Rough Grading	LS	1	\$ 124,319.11	\$ 124,319.11	1	\$ 124,319.11		\$ -	\$ -	\$ 124,319.11	100%	\$ -	\$ 12,431.91
3	2" HDPE Sleeves (future camera locations)	LF	750	\$ 25.26	\$ 18,945.00	750	\$ 18,945.00		\$ -	\$ -	\$ 18,945.00	100%	\$ -	\$ 1,894.50
4	Site Electrical Connection / Service (Operational)	LS	1	\$ 83,529.13	\$ 83,529.13	0.9	\$ 75,176.22	0.05	\$ 4,176.46	\$ -	\$ 79,352.67	95%	\$ 4,176.46	\$ 7,935.27
5	Site Lighting and Electrical (Operational)	LS	1	\$ 191,098.56	\$ 191,098.56	0.8	\$ 152,878.85	0.05	\$ 9,554.93	\$ -	\$ 162,433.78	85%	\$ 28,664.78	\$ 16,243.38
6	(Conduit, Fixtures, Third Party Inspection, etc.)			\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
7	Sanitary Connection to Restroom Pavilion	LS	1	\$ 44,682.02	\$ 44,682.02	0.5	\$ 22,341.01		\$ -	\$ -	\$ 22,341.01	50%	\$ 22,341.01	\$ 2,234.10
8	Water Connection to Restroom Pavilion	LS	1	\$ 12,287.93	\$ 12,287.93	0.5	\$ 6,143.97		\$ -	\$ -	\$ 6,143.97	50%	\$ 6,143.97	\$ 614.40
9	ADA Parking Signage	LS	4	\$ 173.70	\$ 694.80		\$ -		\$ -	\$ -	\$ -	0%	\$ 694.80	\$ -
10	Ramps at Parking Lot Driveway	EA	6	\$ 1,515.89	\$ 9,095.34	6	\$ 9,095.34		\$ -	\$ -	\$ 9,095.34	100%	\$ -	\$ 909.53
11	Parking Lot Wheel Stop at Accessible Parking	EA	5	\$ 145.27	\$ 726.35		\$ -		\$ -	\$ -	\$ -	0%	\$ 726.35	\$ -
12	Parking Lot Pavement / Curbs / Driveway Apron	SF	41018	\$ 7.76	\$ 318,299.68	30398	\$ 235,888.48		\$ -	\$ -	\$ 235,888.48	74%	\$ 82,411.20	\$ 23,588.85
13	Parking Lot Stabilized Subbase	SF	41839	\$ 1.95	\$ 81,586.05	41839	\$ 81,586.05		\$ -	\$ -	\$ 81,586.05	100%	\$ -	\$ 8,158.61

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In tabulations below, amounts are stated to the nearest dollar,														
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Application No: 9														
Application Date: 2/5/2024														
A	B				C		D		E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	Unit Type	Unit Qty	Unit Price	SCHEDULED	Previous	WORK COMPLETED		THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PERCENT %	BALANCE TO FINISH	RETAINAGE 10%
						Previous Units	FROM PREVIOUS APPLICATIONS	Current Quantity						
14	Parking Lot Pavers	SF	1470	\$ 12.57	\$ 18,477.90		\$ -		\$ -	\$ -	\$ -	0%	\$ 18,477.90	\$ -
15	6" Wide Parking Lot Striping	LS	1	\$ 956.60	\$ 956.60		\$ -		\$ -	\$ -	\$ -	0%	\$ 956.60	\$ -
16	Fire Lane Striping & Lettering	LS	1	\$ 909.53	\$ 909.53		\$ -		\$ -	\$ -	\$ -	0%	\$ 909.53	\$ -
17	Accessible Parking Striping / Symbol	LS	1	\$ 126.33	\$ 126.33		\$ -		\$ -	\$ -	\$ -	0%	\$ 126.33	\$ -
18	Fire Lane Geoblock Pavers	SF	1170	\$ 18.32	\$ 21,434.40		\$ -		\$ -	\$ -	\$ -	0%	\$ 21,434.40	\$ -
19	Fire Lane Concrete Curb Border	LF			\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
20	Recreation Center Monument	EA	2	\$ 25,869.83	\$ 51,739.66		\$ -		\$ -	\$ -	\$ -	0%	\$ 51,739.66	\$ -
21	Concrete Walk (4.5" Thick)	SF	2637	\$ 6.36	\$ 16,771.32		\$ -		\$ -	\$ -	\$ -	0%	\$ 16,771.32	\$ -
22	Concrete Walk (4" Thick)	SF	30111	\$ 6.19	\$ 186,387.09	26400	\$ 163,415.00	2100	\$ 12,999.00	\$ -	\$ 176,415.00	95%	\$ 9,972.09	\$ 17,641.50
23	Pedestrian Pavers	SF	2800	\$ 17.30	\$ 48,440.00		\$ -		\$ -	\$ -	\$ -	0%	\$ 48,440.00	\$ -
24	Playground Haunched Edge	LF	403	\$ 11.50	\$ 4,634.50	402	\$ 4,623.00	1	\$ 11.50	\$ -	\$ 4,634.50	100%	\$ -	\$ 463.45
25	Playground Ramp	EA	2	\$ 1,579.05	\$ 3,158.10	2	\$ 3,158.10		\$ -	\$ -	\$ 3,158.10	100%	\$ -	\$ 315.81
26	Playground Concrete Band	LF	402	\$ 47.28	\$ 19,006.56	402	\$ 19,006.56		\$ -	\$ -	\$ 19,006.56	100%	\$ -	\$ 1,900.66
27	Playground Safety Fall Surface (12" Depth)	SF	5056	\$ 2.87	\$ 14,510.72		\$ -		\$ -	\$ -	\$ -	0%	\$ 14,510.72	\$ -
28	Playground Climbing Hill Dirtwork	LS	1	\$ 3,682.63	\$ 3,682.63	1	\$ 3,682.63		\$ -	\$ -	\$ 3,682.63	100%	\$ -	\$ 368.26
29	Playground Synthetic Turf Climbing Hills	LS	1		\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
30	Playground Synthetic Turf	SF	3248	\$ 10.65	\$ 34,591.20		\$ -		\$ -	\$ -	\$ -	0%	\$ 34,591.20	\$ -
31	Berm Slide(Roller Slide)	LS	1	\$ 40,642.05	\$ 40,642.05	0.75	\$ 30,481.54		\$ -	\$ -	\$ 30,481.54	75%	\$ 10,160.51	\$ 3,048.15
32	Rubber Ball Climbers	EA	17	\$ 1,508.01	\$ 25,636.17	12.25	\$ 18,473.12		\$ -	\$ -	\$ 18,473.12	72%	\$ 7,163.05	\$ 1,847.31
33	Play Structure (5-12 year Billows) (Complete and Operational)	LS	1	\$ 115,250.81	\$ 115,250.81	0.7	\$ 80,675.57		\$ -	\$ -	\$ 80,675.57	70%	\$ 34,575.24	\$ 8,067.56
34	Play Structure (2-5 year Breeze) (Complete and Operational)	LS	1	\$ 69,100.90	\$ 69,100.90	0.7	\$ 48,370.63		\$ -	\$ -	\$ 48,370.63	70%	\$ 20,730.27	\$ 4,837.06
35	Play Structure Log Steppers	EA	5	\$ 2,173.12	\$ 10,865.60	3.25	\$ 7,062.64		\$ -	\$ -	\$ 7,062.64	65%	\$ 3,802.96	\$ 706.26
36	Play Structure Log Crawl Tunnel	LS	1	\$ 14,218.22	\$ 14,218.22	0.7	\$ 9,952.75		\$ -	\$ -	\$ 9,952.75	70%	\$ 4,265.47	\$ 995.28
37	Play Structure Hedra Swing Set	LS	2	\$ 8,137.18	\$ 16,274.36	1.25	\$ 10,171.48		\$ -	\$ -	\$ 10,171.48	63%	\$ 6,102.89	\$ 1,017.15
38	Play Structure Table Tennis(including electrical connection)	LS	1	\$ 44,834.58	\$ 44,834.58	0.7	\$ 31,384.21		\$ -	\$ -	\$ 31,384.21	70%	\$ 13,450.37	\$ 3,138.42
39	Play Structure Mobius Climber	LS	1	\$ 17,478.08	\$ 17,478.08	0.7	\$ 12,234.66		\$ -	\$ -	\$ 12,234.66	70%	\$ 5,243.42	\$ 1,223.47
40	Play Structure Reviiwheel Spinner	LS	1	\$ 11,131.33	\$ 11,131.33	0.7	\$ 7,791.93		\$ -	\$ -	\$ 7,791.93	70%	\$ 3,339.40	\$ 779.19
41	Soccer Goals	LS	1	\$ 13,970.80	\$ 13,970.80		\$ -		\$ -	\$ -	\$ -	0%	\$ 13,970.80	\$ -
42	Splashpad Equipment (Vortex Complete and Operational including	LS	1	\$ 199,895.36	\$ 199,895.36	0.5	\$ 99,942.68	0.25	\$ 49,971.34	\$ -	\$ 149,914.02	75%	\$ 49,971.34	\$ 14,991.40
43	Splashpad Surfacing	SF	2487	\$ 9.94	\$ 24,720.78		\$ -	2487	\$ 24,720.78	\$ -	\$ 24,720.78	100%	\$ -	\$ 2,472.08
44	Splashpad Water Connection(including backflow & water meter)	LS	1	\$ 10,087.40	\$ 10,087.40		\$ -		\$ -	\$ -	\$ -	0%	\$ 10,087.40	\$ -
45	Overlook Decomposed Granite	SF	971	\$ 6.19	\$ 6,010.49		\$ -		\$ -	\$ -	\$ -	0%	\$ 6,010.49	\$ -
46	Courtyard Concrete Edge	LF	188	\$ 10.51	\$ 1,975.88		\$ -		\$ -	\$ -	\$ -	0%	\$ 1,975.88	\$ -
47	Courtyard Basalt Gravel	SF	3802	\$ 5.24	\$ 19,922.48		\$ -		\$ -	\$ -	\$ -	0%	\$ 19,922.48	\$ -
48	Courtyard Synthetic Turf	SF	5881	\$ 11.91	\$ 70,042.71		\$ -		\$ -	\$ -	\$ -	0%	\$ 70,042.71	\$ -
49	Courtyard Seatwall (18" Ht.)	LF	44	\$ 170.63	\$ 7,507.72		\$ -		\$ -	\$ -	\$ -	0%	\$ 7,507.72	\$ -
50	Courtyard Colored Stamped Concrete	SF	1118	\$ 9.58	\$ 10,710.44		\$ -		\$ -	\$ -	\$ -	0%	\$ 10,710.44	\$ -
51	Fitness Lawn Seatwall (18" Ht.)		1		\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
52	Dog Park 6' Ht. Omega Fence	LF	1001	\$ 105.70	\$ 105,805.70	300	\$ 31,710.00	200	\$ 21,140.00	\$ -	\$ 52,850.00	50%	\$ 52,955.70	\$ 5,285.00
53	Dog Park 6' Ht. Gates (including hardware)	EA	4	\$ 3,844.98	\$ 15,379.92	2	\$ 7,689.96		\$ -	\$ -	\$ 7,689.96	50%	\$ 7,689.96	\$ 769.00
54	Dog Park 6' Ht. Double Maintenance Gates	EA	2	\$ 3,182.10	\$ 6,364.20	1	\$ 3,182.10		\$ -	\$ -	\$ 3,182.10	50%	\$ 3,182.10	\$ 318.21
55	Dog Park Drinking Fountain	EA	1	\$ 7,463.60	\$ 7,463.60		\$ -		\$ -	\$ -	\$ -	0%	\$ 7,463.60	\$ -
56	Dog Park Shade Sails	LS	1	\$ 82,451.59	\$ 82,451.59	1	\$ 82,451.59		\$ -	\$ -	\$ 82,451.59	100%	\$ -	\$ 8,245.16
57	Dog Park Entry Arch	EA	1	\$ 15,628.01	\$ 15,628.01	0.5	\$ 7,814.01		\$ -	\$ -	\$ 7,814.01	50%	\$ 7,814.01	\$ 781.40
58	Dog Park Entry Arch Column Cladding	EA	2	\$ 1,124.04	\$ 2,248.08		\$ -		\$ -	\$ -	\$ -	0%	\$ 2,248.08	\$ -
59	Dog Park Pavilion(w/ gutters)	EA	1	\$ 60,613.29	\$ 60,613.29	0.5	\$ 30,306.65	0.25	\$ 15,153.32	\$ -	\$ 45,459.97	75%	\$ 15,153.32	\$ 4,546.00
60	Dog Park Pavilion Portable Fire Extinguisher	LS	1	\$ 254.79	\$ 254.79		\$ -		\$ -	\$ -	\$ -	0%	\$ 254.79	\$ -
61	Dog Park Pavilion Column Cladding	EA	4	\$ 1,124.96	\$ 4,499.84		\$ -		\$ -	\$ -	\$ -	0%	\$ 4,499.84	\$ -
62	Dog Park 6' Bench	EA	4	\$ 1,879.31	\$ 7,517.24		\$ -		\$ -	\$ -	\$ -	0%	\$ 7,517.24	\$ -
63	Dog Park Drinking Fountain	EA	2	\$ 5,324.51	\$ 10,649.02		\$ -		\$ -	\$ -	\$ -	0%	\$ 10,649.02	\$ -
64	Dog Park Trash Receptacle	EA	2	\$ 2,235.80	\$ 4,471.60		\$ -		\$ -	\$ -	\$ -	0%	\$ 4,471.60	\$ -
65	Dog Park Pet Waste Station	EA	2	\$ 556.72	\$ 1,113.44		\$ -		\$ -	\$ -	\$ -	0%	\$ 1,113.44	\$ -
66	Dog Park Agility Equipment (small dog area)	LS	1	\$ 15,199.02	\$ 15,199.02		\$ -		\$ -	\$ -	\$ -	0%	\$ 15,199.02	\$ -
67	Dog Park Agility Equipment (large dog area)	LS	1	\$ 14,549.39	\$ 14,549.39		\$ -		\$ -	\$ -	\$ -	0%	\$ 14,549.39	\$ -
68	Dog Park Colored Concrete	SF	1426	\$ 14.59	\$ 20,805.34		\$ -	800	\$ 11,672.00	\$ -	\$ 11,672.00	56%	\$ 9,133.34	\$ 1,167.20

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ITEM NO.	DESCRIPTION OF WORK	Unit Type	Unit Qty	Unit Price	SCHEDULED	Previous	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PERCENT %	BALANCE TO FINISH	RETAINAGE 10%	
						Previous Units	FROM PREVIOUS APPLICATIONS	Current Quantity						THIS PERIOD
69	Tennis Court Cantilevered Shade Structure	EA	1	\$ 36,270.12	\$ 36,270.12	1	\$ 36,270.12		\$ -	\$ -	\$ 36,270.12	100%	\$ -	\$ 3,627.01
70	Tennis Courts w/ Lighting - Turnkey	EA	1	\$ 324,857.83	\$ 324,857.83	0.65	\$ 211,157.59	0.15	\$ 48,728.67	\$ -	\$ 259,886.26	80%	\$ 64,971.57	\$ 25,988.63
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		\$ -		\$ -	\$ -	\$ -	0%	\$ 22,590.81	\$ -
74	Drinking Fountain	EA	1	\$ 5,324.51	\$ 5,324.51		\$ -		\$ -	\$ -	\$ -	0%	\$ 5,324.51	\$ -
75	6' Bench (Model 506-60TX)	EA	10	\$ 2,451.57	\$ 24,515.70		\$ -		\$ -	\$ -	\$ -	0%	\$ 24,515.70	\$ -
76	Concrete Bench Pad	SF		\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
77	Ping Pong Table	EA	1	\$ 42,340.55	\$ 42,340.55	0.5	\$ 21,170.28		\$ -	\$ -	\$ 21,170.28	50%	\$ 21,170.28	\$ 2,117.03
78	Foosball Table	EA	1	\$ 13,103.95	\$ 13,103.95		\$ -		\$ -	\$ -	\$ -	0%	\$ 13,103.95	\$ -
79	Cornhole Boards	EA	4	\$ 1,431.43	\$ 5,725.72		\$ -		\$ -	\$ -	\$ -	0%	\$ 5,725.72	\$ -
80	Teardrop Swings(installed)	EA	4	\$ 8,586.31	\$ 34,345.24		\$ -		\$ -	\$ -	\$ -	0%	\$ 34,345.24	\$ -
81	Grill w/ concrete pad	EA	2	\$ 627.97	\$ 1,255.94		\$ -		\$ -	\$ -	\$ -	0%	\$ 1,255.94	\$ -
82	ADA Picnic Table (Model 296-42-30TX/S-2)	EA	4	\$ 3,591.35	\$ 14,365.40	2	\$ 7,182.70		\$ -	\$ -	\$ 7,182.70	50%	\$ 7,182.70	\$ 718.27
83	Picnic Table (Model 296-42-40TX)	EA	9	\$ 4,321.10	\$ 38,889.90	5	\$ 21,605.50		\$ -	\$ -	\$ 21,605.50	56%	\$ 17,284.40	\$ 2,160.55
84	Picnic Table (Model 298-60TX)	EA	6	\$ 5,032.46	\$ 30,194.76	3	\$ 15,097.38		\$ -	\$ -	\$ 15,097.38	50%	\$ 15,097.38	\$ 1,509.74
85	ADA Picnic Table (Model 298-60-2TX)	EA	1	\$ 5,244.69	\$ 5,244.69	0.5	\$ 2,622.35		\$ -	\$ -	\$ 2,622.35	50%	\$ 2,622.35	\$ 262.23
86	Bike Rack (Model 293-00/S-2)	EA	4	\$ 526.94	\$ 2,107.76	2	\$ 1,053.88		\$ -	\$ -	\$ 1,053.88	50%	\$ 1,053.88	\$ 105.39
87	Misc. Site Work Allowance	LS	1	\$ 15,000.00	\$ 15,000.00		\$ -	1	\$ 15,000.00	\$ -	\$ 15,000.00	100%	\$ -	\$ 1,500.00
SUBTOTAL HARDSCAPE(OUTSIDE POOL FENCE)					\$ 3,523,730.87		\$ 2,226,762.65		\$ 213,128.00	\$ -	\$ 2,439,890.65	69%	\$ 1,083,840.22	\$ 243,989.07
Pool/Lazy River Softscape														
1	Nellie R Stevens Holly - 65 Gal.	EA	13	\$ 1,202.12	\$ 15,627.56		\$ -		\$ -	\$ -	\$ -	0%	\$ 15,627.56	\$ -
2	Loropetalum - 5 Gal.	EA	9	\$ 44.29	\$ 398.61		\$ -		\$ -	\$ -	\$ -	0%	\$ 398.61	\$ -
3	Adagio Grass - 3 Gal.	EA	15	\$ 37.96	\$ 569.40		\$ -		\$ -	\$ -	\$ -	0%	\$ 569.40	\$ -
4	Cassian Grass - 3 Gal.	EA	27	\$ 37.96	\$ 1,024.92		\$ -		\$ -	\$ -	\$ -	0%	\$ 1,024.92	\$ -
5	Sunshine Ligustrum - 3 Gal.	EA	66	\$ 56.94	\$ 3,758.04		\$ -		\$ -	\$ -	\$ -	0%	\$ 3,758.04	\$ -
6	Carissa Holly - 3 Gal.	EA	48	\$ 37.96	\$ 1,822.08		\$ -		\$ -	\$ -	\$ -	0%	\$ 1,822.08	\$ -
7	Butterfly Iris - 1 Gal.	EA	115	\$ 22.78	\$ 2,619.70		\$ -		\$ -	\$ -	\$ -	0%	\$ 2,619.70	\$ -
8	Var. Flax Lily - 1 Gal.	EA	100	\$ 22.78	\$ 2,278.00		\$ -		\$ -	\$ -	\$ -	0%	\$ 2,278.00	\$ -
9	Landscape Boulders	TON	7	\$ 949.04	\$ 6,643.28		\$ -		\$ -	\$ -	\$ -	0%	\$ 6,643.28	\$ -
10	Irrigation System (Complete & Operable)	LS	1	\$ 22,565.61	\$ 22,565.61		\$ -	0.1	\$ 2,256.56	\$ -	\$ 2,256.56	10%	\$ 20,309.05	\$ 225.66
SUBTOTAL POOL/LAZY RIVER SOFTSCAPE					\$ 57,307.20		\$ -		\$ 2,256.56	\$ -	\$ 2,256.56	4%	\$ 55,050.64	\$ 225.66

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ITEM NO.	DESCRIPTION OF WORK	Unit Type	Unit Qty	Unit 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 10%	
Pool/Lazy River Hardscape														
1	Site Lighting and Electrical (Operational)	LS	1	\$ 165,710.68	\$ 165,710.68	0.9	\$ 149,139.61		\$ -	\$ -	\$ 149,139.61	90%	\$ 16,571.07	
2	(Conduit, Fixtures, Third Party Inspection, etc.)				\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	
3	Restroom Cube(including connections)	LS	1	\$ 165,703.91	\$ 165,703.91	0.8	\$ 132,563.13	0.05	\$ 8,285.20	\$ -	\$ 140,848.32	85%	\$ 24,855.59	
4	Lazy River Equipment Enclosure Slab	LS	1	\$ 17,015.82	\$ 17,015.82	0.25	\$ 4,253.96	0.75	\$ 12,761.87	\$ -	\$ 17,015.82	100%	\$ -	
5	Lazy River Equipment Enclosure Walls (w/ community name)	LF	140	\$ 328.10	\$ 45,934.00		\$ -		\$ -	\$ -	\$ -	0%	\$ 45,934.00	
6	Lazy River Equipment Enclosure 8' Ht. Louvered Gates	EA	3	\$ 2,463.32	\$ 7,389.96		\$ -		\$ -	\$ -	\$ -	0%	\$ 7,389.96	
7	Lazy River Equipment Enclosure Shade Structures	LS	1	\$ 107,851.00	\$ 107,851.00	1	\$ 107,851.00		\$ -	\$ -	\$ 107,851.00	100%	\$ -	
8	Electrical Connection to Lazy River Equipment Enclosure	LS	1	\$ 23,282.75	\$ 23,282.75		\$ -		\$ -	\$ -	\$ -	0%	\$ 23,282.75	
9	Water Connection to Lazy River Equipment Enclosure	LS	1	\$ 10,087.40	\$ 10,087.40		\$ -		\$ -	\$ -	\$ -	0%	\$ 10,087.40	
10	Storm Connection to Lazy River Equipment Enclosure	LS	1	\$ 2,526.47	\$ 2,526.47		\$ -		\$ -	\$ -	\$ -	0%	\$ 2,526.47	
11	911 Pool Phone	EA	1	\$ 1,515.88	\$ 1,515.88		\$ -		\$ -	\$ -	\$ -	0%	\$ 1,515.88	
12	8' Ht. Ameristar Fencing	LF	720	\$ 140.81	\$ 101,383.20	200	\$ 28,162.00		\$ -	\$ -	\$ 28,162.00	28%	\$ 73,221.20	
13	8' Ht. Ameristar Pedestrian Gate(including access control)	EA	2	\$ 5,568.36	\$ 11,136.72	1	\$ 5,568.36		\$ -	\$ -	\$ 5,568.36	50%	\$ 5,568.36	
14	Access Control Hardware Allowance	AL	1	\$ 6,500.00	\$ 6,500.00		\$ -		\$ -	\$ -	\$ -	0%	\$ 6,500.00	
15	Lazy River Pump Enclosure(including CMU walls & pin mounted lettering)	EA	5	\$ 1,894.86	\$ 9,474.30		\$ -		\$ -	\$ -	\$ -	0%	\$ 9,474.30	
16	Pool Shade Structure (15'x38' steelworx monoslope)	EA	1	\$ 49,026.66	\$ 49,026.66	0.5	\$ 24,513.33		\$ -	\$ -	\$ 24,513.33	50%	\$ 24,513.33	
17	Pool Shade Structure Column Cladding	EA	6	\$ 1,289.16	\$ 7,734.96		\$ -		\$ -	\$ -	\$ -	0%	\$ 7,734.96	
18	Lazy River Bridge	EA	1	\$ 28,376.13	\$ 28,376.13	0.75	\$ 21,282.10	0.1	\$ 2,837.61	\$ -	\$ 24,119.71	85%	\$ 4,256.42	
19	Pool Decking (Sundeck)	SF	18622	\$ 11.25	\$ 209,497.50		\$ -	16000	\$ 180,000.00	\$ -	\$ 180,000.00	86%	\$ 29,497.50	
20	Pool Tower Shower(complete and operable w/ drain and water supply) 565 SM ADA SHOWER	EA	1	\$ 7,620.26	\$ 7,620.26		\$ -		\$ -	\$ -	\$ -	0%	\$ 7,620.26	
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	0.90	\$ 508,825.95		\$ -	\$ -	\$ 508,825.95	90%	\$ 56,536.22	
23	Lazy River	LS	1	\$ 768,573.84	\$ 768,573.84	0.90	\$ 691,716.46		\$ -	\$ -	\$ 691,716.46	90%	\$ 76,857.38	
24	Water Slide (complete and operable)	LS	1	\$ 183,073.57	\$ 183,073.57	0.10	\$ 18,307.36		\$ -	\$ -	\$ 18,307.36	10%	\$ 164,766.21	
25	Vortex Splash Equipment(in pool area complete and operable)	LS	1	\$ 125,314.01	\$ 125,314.01	0.70	\$ 87,719.81		\$ -	\$ -	\$ 87,719.81	70%	\$ 37,594.20	
26	3' Wide River Rock Band at Lazy River	LF	110	\$ 75.79	\$ 8,336.90		\$ -		\$ -	\$ -	\$ -	0%	\$ 8,336.90	
27	Triangle Fabric Shade Structures	LS	1	\$ 129,383.22	\$ 129,383.22	1.00	\$ 129,383.22		\$ -	\$ -	\$ 129,383.22	100%	\$ -	
28	Synthetic Turf	SF		\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	
29	Hammocks (installed w/ posts)	EA	4	\$ 3,795.21	\$ 15,180.84		\$ -		\$ -	\$ -	\$ -	0%	\$ 15,180.84	
30	Trash Receptacle	EA	4	\$ 2,340.26	\$ 9,361.04		\$ -		\$ -	\$ -	\$ -	0%	\$ 9,361.04	
SUBTOTAL POOL/LAZY RIVER HARDSCAPE					\$ 2,785,402.33		\$ 1,909,286.28		\$ 203,884.67	\$ -	\$ 2,113,170.95	76%	\$ 672,231.38	
Package 2 Restroom Pavilion														
1	Temporary Enclosures	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	
2	Final Clean	LS	1	\$ 1,392.25	\$ 1,392.25		\$ -		\$ -	\$ -	\$ -	0%	\$ 1,392.25	
3	Layout & Equipment	LS	1	\$ 1,768.53	\$ 1,768.53	1	\$ 1,768.53		\$ -	\$ -	\$ 1,768.53	100%	\$ -	
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%	\$ -	
6	Masonry	LS	1	\$ 499.56	\$ 499.56	1	\$ 499.56		\$ -	\$ -	\$ 499.56	100%	\$ -	
7	Stone	LS	1	\$ 16,287.74	\$ 16,287.74	1	\$ 16,287.74		\$ -	\$ -	\$ 16,287.74	100%	\$ -	
8	Steel Fabrication	LS	1	\$ 681.55	\$ 681.55		\$ -		\$ -	\$ -	\$ -	0%	\$ 681.55	
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	0.95	\$ 170,715.29		\$ -	\$ -	\$ 170,715.29	95%	\$ 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, Use Column 1 on Contracts where variable retainage for line items may apply														
Application No: 9 Application Date: 2/5/2024														
A	B		C			D			E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	Unit Type	Unit Qty	Unit Price	SCHEDULED	Previous Units	WORK FROM PREVIOUS APPLICATIONS	COMPLETED Current Quantity	THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PERCENT %	BALANCE TO FINISH	RETAINAGE 10%
12	Fixed Ladder	LS	1	\$ 3,144.09	\$ 3,144.09		\$ -		\$ -	\$ -	\$ -	0%	\$ 3,144.09	\$ -
13	Building Insulation	LS	1	\$ 10,004.86	\$ 10,004.86		\$ -		\$ -	\$ -	\$ -	0%	\$ 10,004.86	\$ -
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%	\$ -	\$ 7,522.95
16	Wood Siding	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
17	Door / Hardware Installation	LS	1	\$ 12,439.61	\$ 12,439.61		\$ -	0.5	\$ 6,219.81	\$ -	\$ 6,219.81	50%	\$ 6,219.81	\$ 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		\$ -	0.25	\$ 10,351.98	\$ -	\$ 10,351.98	25%	\$ 31,055.94	\$ 1,035.20
21	Glass and Glazing	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
22	Louvers and Vents	LS	1	\$ 1,030.41	\$ 1,030.41		\$ -		\$ -	\$ -	\$ -	0%	\$ 1,030.41	\$ -
23	Gypsum	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
24	Rubber Base	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
25	Ceramic Tile	LS	1	\$ 21,404.31	\$ 21,404.31		\$ -		\$ -	\$ -	\$ -	0%	\$ 21,404.31	\$ -
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		\$ -		\$ -	\$ -	\$ -	0%	\$ 2,899.41	\$ -
29	Aluminum Canopies	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
30	Painting	LS	1	\$ 68,790.93	\$ 68,790.93		\$ -		\$ -	\$ -	\$ -	0%	\$ 68,790.93	\$ -
31	Signage and Graphics	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
32	Toilet Accessories	LS	1	\$ 25,821.86	\$ 25,821.86		\$ -		\$ -	\$ -	\$ -	0%	\$ 25,821.86	\$ -
33	Fire Extinguishers	LS	1	\$ 275.81	\$ 275.81		\$ -		\$ -	\$ -	\$ -	0%	\$ 275.81	\$ -
34	Plumbing	LS	1	\$ 81,352.57	\$ 81,352.57	0.75	\$ 61,014.43	0.1	\$ 8,135.26	\$ -	\$ 69,149.68	85%	\$ 12,202.89	\$ 6,914.97
35	HVAC	LS	1	\$ 54,887.73	\$ 54,887.73	0.7	\$ 38,421.41	0.2	\$ 10,977.55	\$ -	\$ 49,398.96	90%	\$ 5,488.77	\$ 4,939.90
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	0.5	\$ 14,799.48	0.25	\$ 7,399.74	\$ -	\$ 22,199.21	75%	\$ 7,399.74	\$ 2,219.92
39	Lighting	LS	1	\$ 78,301.03	\$ 78,301.03		\$ -		\$ -	\$ -	\$ -	0%	\$ 78,301.03	\$ -
40	Access Control	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
41	Fire Detection / Alarm	LS	1	\$ 14,871.57	\$ 14,871.57		\$ -		\$ -	\$ -	\$ -	0%	\$ 14,871.57	\$ -
42				\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
SUBTOTAL PACKAGE 2 RESTROOM PAVILION					\$ 795,867.23		\$ 377,583.14		\$ 118,313.86	\$ -	\$ 495,896.99	62%	\$ 299,970.24	\$ 49,589.70
GRAND TOTAL BASE BID					\$ 8,113,847.82		\$ 4,774,774.99				\$ 5,370,277.54		\$ 2,743,570.28	
Alternate Items														
A1	Alternate #1: Broom Finish Concrete in lieu of Sundek 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 #1: BROOM FINISH CONCRETE IN LIEU OF SUNDEK PAVING					\$ -		\$ -		\$ -	\$ -	\$ -	#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%	\$ -	\$ 7,881.22
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						
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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: 9 Application Date: 2/5/2024														
A	B				C		D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	Unit Type	Unit Qty	Unit Price	SCHEDULED	Previous	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PERCENT %	BALANCE TO FINISH	RETAINAGE 10%	
						Previous Units	FROM PREVIOUS APPLICATIONS	Current Quantity						THIS PERIOD
002	Owner Change Order # 002 - Electrical Changes IFC	LS	1	\$ 23,162.69	\$ 23,162.69	0	\$ -	1	\$ 23,162.69	\$ -	\$ 23,162.69	100%	\$ -	\$ 2,316.27
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%	\$ -	\$ 1,977.20
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		\$ -		\$ -	\$ -	\$ -	0%	\$ 26,705.61	\$ -
SUBTOTAL OWNER CHANGE ORDER # 004 - 3IN WATER METER					\$ 26,705.61		\$ -		\$ -	\$ -	\$ -	0%	\$ 26,705.61	\$ -
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%	\$ -	\$ 1,032.82
SUBTOTAL OWNER CHANGE ORDER # 005 - ELECT BUS CT CAN					\$ 10,328.18		\$ 10,328.18		\$ -	\$ -	\$ 10,328.18	100%	\$ -	\$ 516.41
Supplemental Pricing Items														
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	\$ -
BID TOTALS:														
SUBTOTAL GENERAL CONDITIONS					\$ 277,848.89		\$ 245,796.53		\$ -	\$ -	\$ 245,796.53	88%	\$ 32,052.36	\$ 24,579.65
SUBTOTAL SOFTSCAPE(OUTSIDE POOL FENCE)					\$ 673,691.30		\$ 15,346.40		\$ 57,919.46	\$ -	\$ 73,265.86	11%	\$ 600,425.44	\$ 7,326.59
SUBTOTAL HARDSCAPE(OUTSIDE POOL FENCE)					\$ 3,523,730.87		\$ 2,226,762.65		\$ 213,128.00	\$ -	\$ 2,439,890.65	69%	\$ 1,083,840.22	\$ 243,989.07
SUBTOTAL POOL/LAZY RIVER SOFTSCAPE					\$ 57,307.20		\$ -		\$ 2,256.56	\$ -	\$ 2,256.56	4%	\$ 55,050.64	\$ 225.66
SUBTOTAL SUBTOTAL POOL/LAZY RIVER HARDSCAPE					\$ 2,785,402.33		\$ 1,909,286.28		\$ 203,884.67	\$ -	\$ 2,113,170.95	76%	\$ 672,231.38	\$ 211,317.09
SUBTOTAL SUBTOTAL PACKAGE 2 RESTROOM PAVILION					\$ 795,867.23		\$ 377,583.14		\$ 118,313.86	\$ -	\$ 495,896.99	62%	\$ 299,970.24	\$ 49,589.70
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%	\$ -	\$ 7,881.22
SUBTOTAL OWNER CHANGE ORDER # 002 - ELECTRICAL CHANGES IFC					\$ 23,162.69		\$ -		\$ -	\$ -	\$ 19,771.96	85%	\$ -	\$ 1,977.20
SUBTOTAL OWNER CHANGE ORDER # 003 - DATA SLEEVES					\$ 19,771.96		\$ 19,771.96		\$ 23,162.69	\$ -	\$ 23,162.69	117%	\$ -	\$ 2,316.27
SUBTOTAL OWNER CHANGE ORDER # 004 - 3IN WATER METER					\$ 26,705.61		\$ -		\$ -	\$ -	\$ -	0%	\$ 26,705.61	\$ -
SUBTOTAL OWNER CHANGE ORDER # 005 - ELECT BUS CT CAN					\$ 10,328.18		\$ 10,328.18		\$ -	\$ -	\$ 10,328.18	100%	\$ -	\$ -
GRAND TOTAL (Base Bid):					\$ 8,172,118.55		\$ 4,883,687.29		\$ 618,665.24	\$ -	\$ 5,502,352.53	67%	\$ 2,669,766.02	\$ 550,235.25
SUBTOTAL SUBTOTAL SUPPLEMENTAL PRICING ITEMS					\$ 32,085.27		\$ -		\$ -	\$ -	\$ -	0%		\$ -
														\$ 2,669,766.02

Exhibit H

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

Landscape Architect's Report

February 12, 2024

Landscape Architecture matters, including the following:

- A. Request permission to authorize design/documentation phase, as appropriate, for the following construction projects:
- i. Phase 7 Pkg 1A (Off-Site Improvements) & 1B (On-Site improvements) Section 57-58 & 62 Landscape Improvements
- 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. None
- 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. **Approve Change Order #1, #2, & #3 and Pay Application #1, #2, & #3.** ✓

Item	Amount	Notes
<i>Original Contract</i>	\$ 49,954.50	<i>Comment(s)</i>
Change Order #1	\$ (27,435.00)	Credit concrete paving
Change Order #2	\$ 790.50	Additional sidewalk
Change Order #3	\$ (5,040.00)	Credit bore & sleeve
Pay Application #1	\$ 2,700.00	10/18/23
Pay Application #2	\$ 13,743.00	11/10/23
Pay Application #3	\$ 1,827.00	11/30/23
Current Contract Value	\$ 18,270.00	
Balance to Finish	\$ 0.00	

- 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. **Approve Change Order #1 and Pay Application #1.**

Item	Amount	Notes
<i>Original Contract</i>	\$ 484,484.36	<i>Comment(s)</i>
Change Order #1	\$ 22,742.70	Alternate plant selection
Pay Application #1	\$ 15,288.47	11/17/23
Current Contract Value	\$ 507,227.06	
Balance to Finish	\$ 491,938.59	

- 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 has not been issued. **No Action.**

Item	Amount	Notes
<i>Original Contract</i>	\$ 355,826.75	<i>Comment(s)</i>
Current Contract Value	\$ 0.00	
Balance to Finish	\$ 0.00	

- 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. **Approve Pay Application #1.**

Item	Amount	Notes
<i>Original Contract</i>	\$ 961,108.33	<i>Comment(s)</i>
Pay Application #1	\$ 13,638.20	11/16/23
Current Contract Value	\$ 961,108.33	
Balance to Finish	\$ 947,470.13	

- 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. **Approve Pay Application #1.**

Item	Amount	Notes
<i>Original Contract</i>	\$ 1,371,638.33	<i>Comment(s)</i>
Pay Application #1	\$ 19,127.65	11/17/2023
Current Contract Value	\$ 1,371,638.33	
Balance to Finish	\$ 1,352,510.68	

Proposed Action Items:

- Approve and authorize design/documentation phase for the following construction projects: Phase 7 Pkg 1A (Off-Site Improvements) & 1B (On-Site improvements) Section 57-58 & 62 Hardscape and Softscape
- Approve Change Order #1, #2, & #3 and Pay Application #1, #2, & #3 for Phase 6 Pkg 1: Section 42, 43 Landscape Improvements – Hardscape.
- Approve Change Order #1 and Pay Application #1 for Phase 6 Pkg 1: Section 42, 43 Landscape Improvements - Softscape.
- Approve Pay Application #1 for Phase 6 Pkg 2: Section 35-36 & 44 Landscape Improvements - Softscape
- Approve Pay Application #1 for Phase 6 Pkg 3: Section 45 & 51 - 52 Landscape Improvements – Softscape

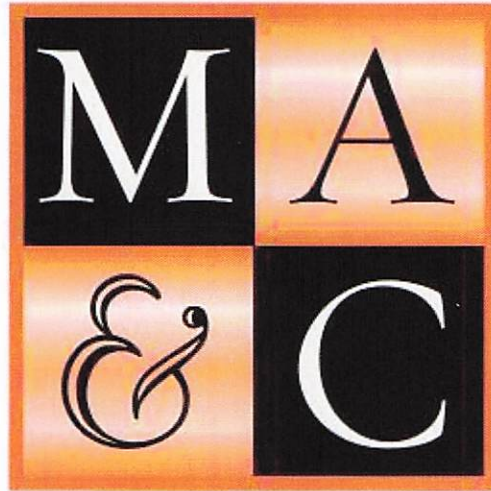


Sincerely,

A handwritten signature in black ink, appearing to read 'Kaitlynn Richter', with a fluid, cursive style.

Kaitlynn Richter
Project Manager

Exhibit I



MUNICIPAL ACCOUNTS
& CONSULTING, L.P.

Bookkeeper's Report | February 12, 2024

Harris County Municipal Utility District No. 569



WEBSITE

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

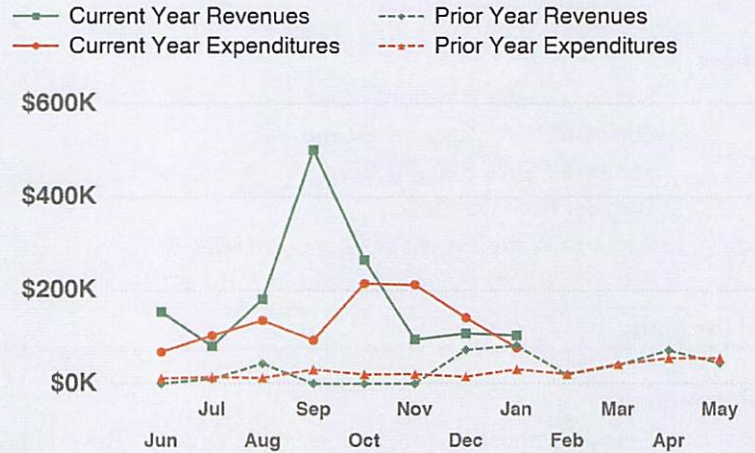
Balance as of 01/09/2024 **\$525,008**

Receipts 250,837

Disbursements (262,464)

Balance as of 02/12/2024 **\$513,381**

Overall Revenues & Expenditures By Month (Year to Date)



January 2024

Revenues

Actual	Budget	Over/(Under)
\$103,316	\$50,139	\$53,177

Expenditures

Actual	Budget	Over/(Under)
\$76,749	\$78,534	(\$1,785)

June 2023 - January 2024 (Year to Date)

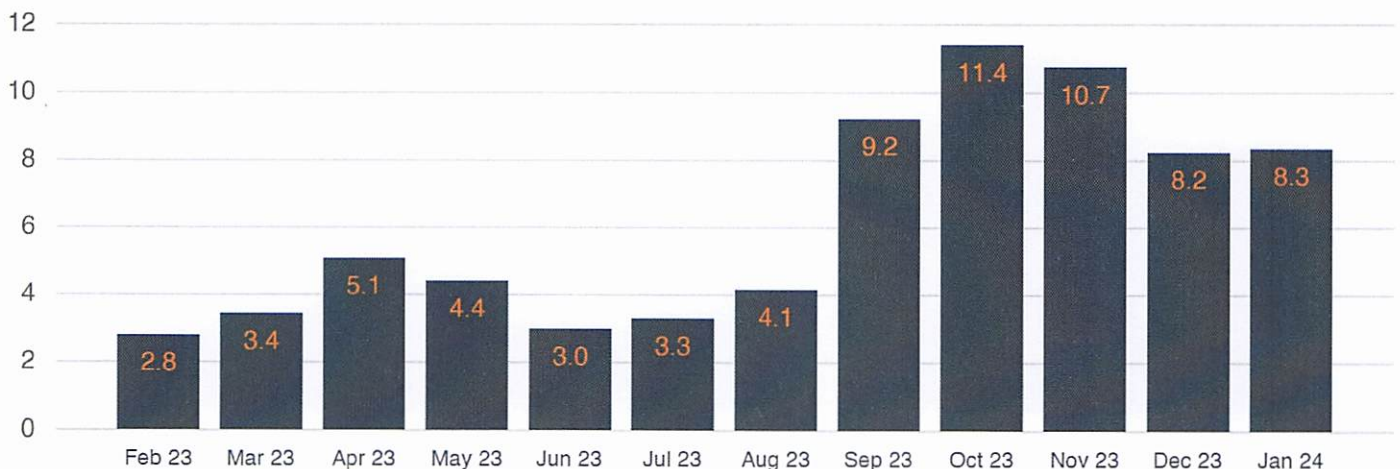
Revenues

Actual	Budget	Over/(Under)
\$1,487,533	\$804,175	\$683,357

Expenditures

Actual	Budget	Over/(Under)
\$1,044,202	\$645,573	\$398,629

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 01/09/2024				\$14,837.94
Receipts				
	Sunterra Water Payment - Blue Sand Dr @		1,815.45	
	Sunterra POA - Security Billing		5,000.00	
	Sunterra POA - Security Billing		45,000.00	
	Transfer from Operator		104,981.98	
	Sunterra Water Payment - Acapulco Mist @		336.00	
	Sunterra Water Payment - Stockdick Rd @		492.00	
Total Receipts				\$157,625.43
Disbursements				
1220	Texas Commission on Environmental Quality	Revenue & Regulatory Assessment Fee	(781.71)	
1221	Best Trash	Garbage Expense	(642.60)	
1222	Forvis, LLP	Auditing Fees	(5,500.00)	
1223	Harris-Waller Co. MUD 4	Purchase Water & Mowing	(70,788.53)	
1224	Municipal Accounts & Consulting, L.P.	Bookkeeping Fees	(4,355.73)	
1225	Municipal District Services, LLC	Maintenance & Repairs	(52,534.41)	
1226	On-Site Protection, LLC	Security Expense	(4,359.89)	
1227	Quiddity Engineering, LLC	Engineering Fees	(4,787.50)	
1228	Schwartz, Page & Harding, L.L.P.	Legal Fees	(12,660.80)	
1229	McDonald & Wessendorff	Annual Insurance Premium - Holding	0.00	
Fees	Central Bank	Service Charge	(5.00)	
Payroll	Nicholas J Luton.	Fees of Office - 01/08/2024	(218.84)	
Payroll	Blakely Norris.	Fees of Office - 01/08/2024	(204.10)	
Payroll	Julia Pecina.	Fees of Office - 01/08/2024	(204.10)	
Payroll	Jason Schultz.	Fees of Office - 01/08/2024	(248.32)	
Payroll	HR&P	Payroll Administration Fee	(50.00)	
Payroll	HR&P	Payroll Taxes	(135.20)	
Total Disbursements				(\$157,476.73)
Balance as of 02/12/2024				\$14,986.64

Cash Flow Report - Operator Account

Harris County MUD No. 569 - GOF



Number	Name	Memo	Amount	Balance
Balance as of 01/09/2024				\$72,343.26
Receipts				
	Accounts Receivable		29,040.52	
	Tap Connections (1)		2,348.00	
	Tap Connections (2)		4,581.00	
	Tap Connections (6)		14,088.00	
	Accounts Receivable		28,092.13	
Total Receipts				\$78,149.65
Disbursements				
Svc Chg	Central Bank	Service Charge	(5.00)	
Sweep	Central Bank	Transfer to Checking	(104,981.98)	
Total Disbursements				(\$104,986.98)
Balance as of 02/12/2024				\$45,505.93

Actual vs. Budget Comparison

Harris County MUD No. 569 - GOF



		January 2024			June 2023 - January 2024			
		Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
Revenues								
Water Revenue								
14101	Water- Customer Service Revenue	36,559	10,260	26,299	172,472	82,080	90,392	123,120
14102	Water Authority Revenue	0	0	0	120	0	120	0
Total Water Revenue		36,559	10,260	26,299	172,592	82,080	90,512	123,120
Wastewater Revenue								
14201	Wastewater-Customer Service Rev	25,947	8,550	17,397	101,560	68,400	33,160	102,600
14203	Wastewater Inspection Fees	2,880	4,800	(1,920)	97,015	38,400	58,615	57,600
Total Wastewater Revenue		28,827	13,350	15,477	198,575	106,800	91,775	160,200
Property Tax Revenue								
14301	Maintenance Tax Collections	11,050	0	11,050	36,050	403,062	(367,012)	555,800
Total Property Tax Revenue		11,050	0	11,050	36,050	403,062	(367,012)	555,800
Tap Connection Revenue								
14501	Tap Connections	15,887	21,396	(5,509)	981,171	171,167	810,004	256,750
14502	Inspection Fees	0	0	0	40,063	0	40,063	0
Total Tap Connection Revenue		15,887	21,396	(5,509)	1,021,234	171,167	850,067	256,750
Administrative Revenue								
14702	Penalties & Interest	3,807	133	3,673	10,967	1,067	9,901	1,600
Total Administrative Revenue		3,807	133	3,673	10,967	1,067	9,901	1,600
Interest Revenue								
14801	Interest Earned on Checking	0	0	0	882	0	882	0
14802	Interest Earned on Temp. Invest	2,186	0	2,186	7,232	0	7,232	0
Total Interest Revenue		2,186	0	2,186	8,114	0	8,114	0
Developer Advance								
14902	Sunterra POA Contribution	5,000	5,000	0	40,000	40,000	0	60,000
Total Developer Advance		5,000	5,000	0	40,000	40,000	0	60,000
Total Revenues		103,316	50,139	53,177	1,487,533	804,175	683,357	1,157,470

Expenditures

Water Service

16102 Operations - Water	605	5,000	(4,395)	2,832	40,000	(37,168)	60,000
16104 Purchase Water / JWP	0	16,601	(16,601)	124,268	132,805	(8,537)	199,208
16105 Maintenance & Repairs - Water	17,899	2,083	15,816	39,086	16,667	22,419	25,000
16111 Reconnection Expense	1,257	0	1,257	15,461	0	15,461	0
Total Water Service	19,761	23,684	(3,923)	181,647	189,472	(7,825)	284,208

Actual vs. Budget Comparison

Harris County MUD No. 569 - GOF



January 2024			June 2023 - January 2024			Annual Budget
Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
605	0	605	2,647	0	2,647	0
2,807	658	2,148	19,886	5,267	14,619	7,900
0	16,601	(16,601)	124,268	132,805	(8,537)	199,208
10,172	0	10,172	10,172	0	10,172	0
13,584	17,259	(3,675)	156,973	138,072	18,901	207,108
643	3,690	(3,047)	833	29,520	(28,687)	44,280
643	3,690	(3,047)	833	29,520	(28,687)	44,280
0	3,571	(3,571)	102,255	28,569	73,686	42,853
0	3,571	(3,571)	102,255	28,569	73,686	42,853
3,175	8,250	(5,075)	331,930	66,000	265,930	99,000
15,330	1,975	13,355	52,787	15,800	36,987	23,700
18,505	10,225	8,280	384,717	81,800	302,917	122,700
11,694	8,333	3,361	67,063	66,667	396	100,000
0	0	0	15,000	12,500	2,500	12,500
1,125	2,083	(958)	21,113	16,667	4,446	25,000
65	0	65	65	0	65	0
4,161	2,100	2,061	23,404	21,600	1,804	30,000
116	0	116	1,291	0	1,291	0
743	258	485	5,638	2,067	3,572	3,100
78	42	36	302	333	(31)	500
0	167	(167)	1,661	1,333	328	2,000
357	5	352	1,491	40	1,451	60
0	475	(475)	2,516	3,800	(1,284)	5,700
5	0	5	85	0	85	0
66	92	(26)	478	733	(255)	1,100
0	167	(167)	0	1,333	(1,333)	2,000
18,409	13,722	4,687	140,106	127,073	13,033	181,960
4,360	5,000	(640)	39,163	40,000	(837)	60,000
4,360	5,000	(640)	39,163	40,000	(837)	60,000

Actual vs. Budget Comparison

Harris County MUD No. 569 - GOF



				January 2024			June 2023 - January 2024				
				Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget	
Expenditures											
Payroll Expense											
17101	Payroll Expenses			884	750	134	6,346	6,000	346	9,000	
17102	Payroll Administration			50	50	0	400	400	0	600	
17103	Payroll Tax Expense			68	83	(16)	485	667	(181)	1,000	
Total Payroll Expense				1,002	883	118	7,231	7,067	165	10,600	
Other Expense											
17802	Miscellaneous Expense			487	458	29	7,907	3,667	4,240	5,500	
17805	Contract Tax Payment			0	0	0	19,695	0	19,695	0	
Total Other Expense				487	458	29	27,602	3,667	23,935	5,500	
Total Expenditures				76,749	78,492	(1,743)	1,040,527	645,239	395,288	959,209	
Total Revenues (Expenditures)				26,567	(28,353)	54,920	447,005	158,936	288,069	198,261	
Other Expenditures											
Bond Expense											
17701	Bond Issuance Expense			0	0	0	3,674	0	3,674	0	
Total Bond Expense				0	0	0	3,674	0	3,674	0	
Total Other Expenditures				0	0	0	3,674	0	3,674	0	
Total Other Revenues (Expenditures)				0	0	0	(3,674)	0	(3,674)	0	
Excess Revenues (Expenditures)				26,567	(28,353)	54,920	443,331	158,936	284,395	198,261	

Balance Sheet as of 01/31/2024

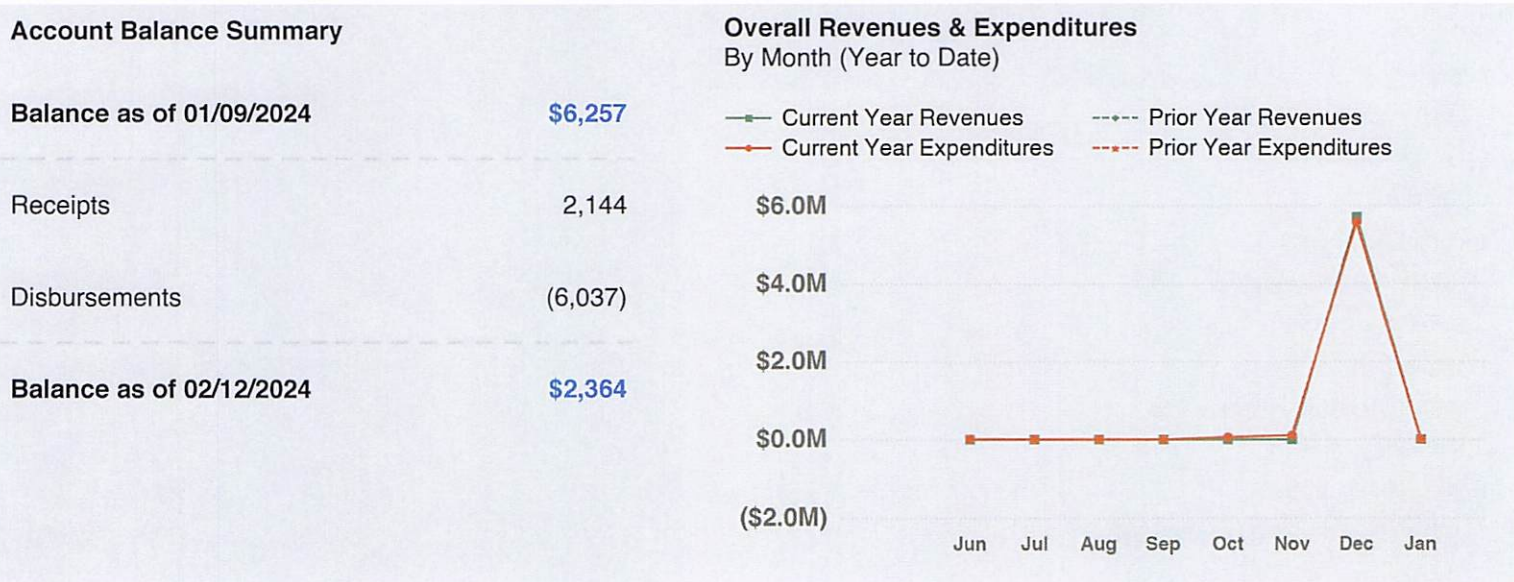
Harris County MUD No. 569 - GOF



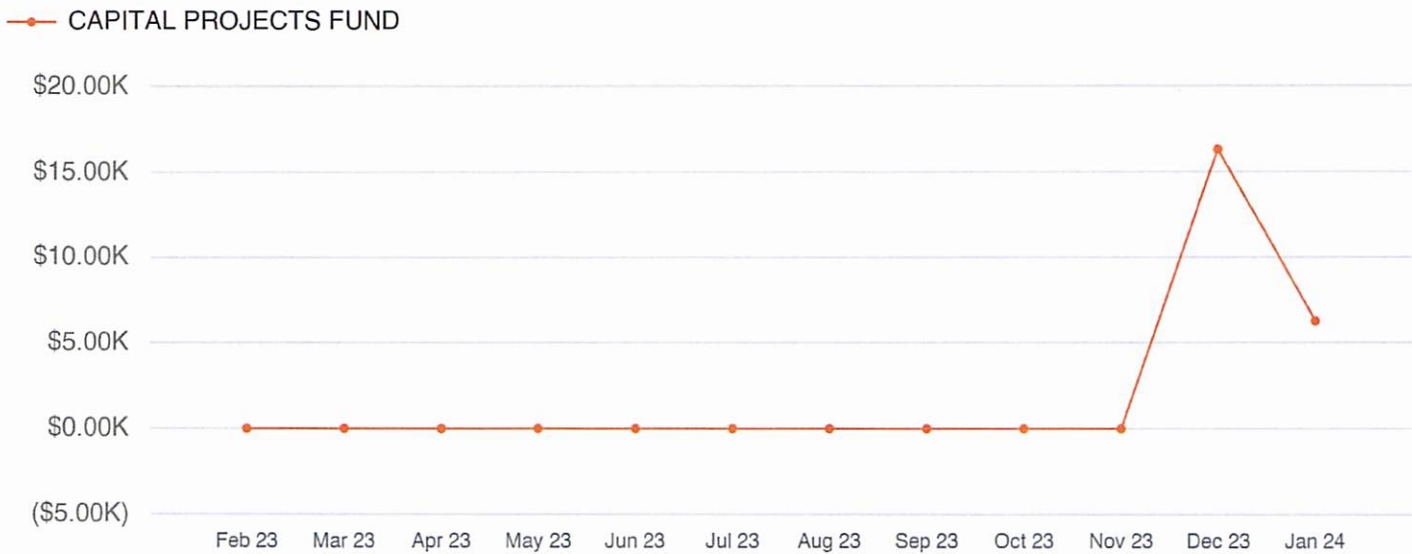
Assets	
Bank	
11101 Cash in Bank	\$170,570
11102 Operator	45,506
Total Bank	<u>\$216,076</u>
Investments	
11201 Time Deposits	\$451,063
Total Investments	<u>\$451,063</u>
Receivables	
11301 Accounts Receivable	\$111,798
Total Receivables	<u>\$111,798</u>
Interfund Receivables	
11401 Due From Capital Projects	\$62,826
11403 Due From Tax Account	18,947
Total Interfund Receivables	<u>\$81,773</u>
Total Assets	<u><u>\$860,710</u></u>
Liabilities & Equity	
Liabilities	
Accounts Payable	
12101 Accounts Payable	\$155,629
Total Accounts Payable	<u>\$155,629</u>
Other Current Liabilities	
12202 Due to TCEQ	\$18
Total Other Current Liabilities	<u>\$18</u>
Deferrals	
12501 Tap Connection Fees Advance	\$21,125
Total Deferrals	<u>\$21,125</u>
Deposits	
12601 Customer Meter Deposits	\$211,340
Total Deposits	<u>\$211,340</u>
Total Liabilities	<u>\$388,112</u>
Equity	
Unassigned Fund Balance	
13101 Unassigned Fund Balance	\$29,266
Total Unassigned Fund Balance	<u>\$29,266</u>
Net Income	\$443,331
Total Equity	<u>\$472,597</u>
Total Liabilities & Equity	<u><u>\$860,710</u></u>

Monthly Financial Summary - Capital Projects Fund

Harris County MUD No. 569 - CPF



Account Balance By Month | February 2023 - January 2024



Cash Flow Report - Checking Account

Harris County MUD No. 569 - CPF



Number	Name	Memo	Amount	Balance
Balance as of 01/09/2024				\$500.00
Receipts				
	Transfer from Money Market - S2023 BAN		1,392.93	
	Transfer from Money Market - S2023 Road		710.21	
Total Receipts				\$2,103.14
Disbursements				
1007	Schwartz Page & Harding LLP	Legal Fees	(2,103.14)	
Fee	Central Bank	Service Charge	(5.00)	
Total Disbursements				(\$2,108.14)
Balance as of 02/12/2024				\$495.00

District Debt Summary as of 02/12/2024

Harris County MUD No. 569 - DSF



		WATER, SEWER, DRAINAGE	PARK/ROAD/OTHER	REFUNDING	
Total \$ Authorized		Authorized	Authorized	Authorized	
\$467.20M		\$241.50M	\$225.70M	\$467.20M	
Total \$ Issued		Issued	Issued	Issued	
\$4.52M		N/A	\$4.52M	N/A	
Yrs to Mat	Rating	\$ Available To Issue	\$ Available To Issue	\$ Available To Issue	\$ Available To Issue
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
Total	\$4,520,000		\$4,520,000

District Debt Schedule

Harris County MUD No. 569 - DSF



Paying Agent	Series	Principal	Interest	Total
Bank of New York	2023 - Road	\$0.00	\$52,171.78	\$52,171.78
Total Due 03/01/2024		\$0.00	\$52,171.78	\$52,171.78

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

Investment Profile as of 02/12/2024

Harris County MUD No. 569

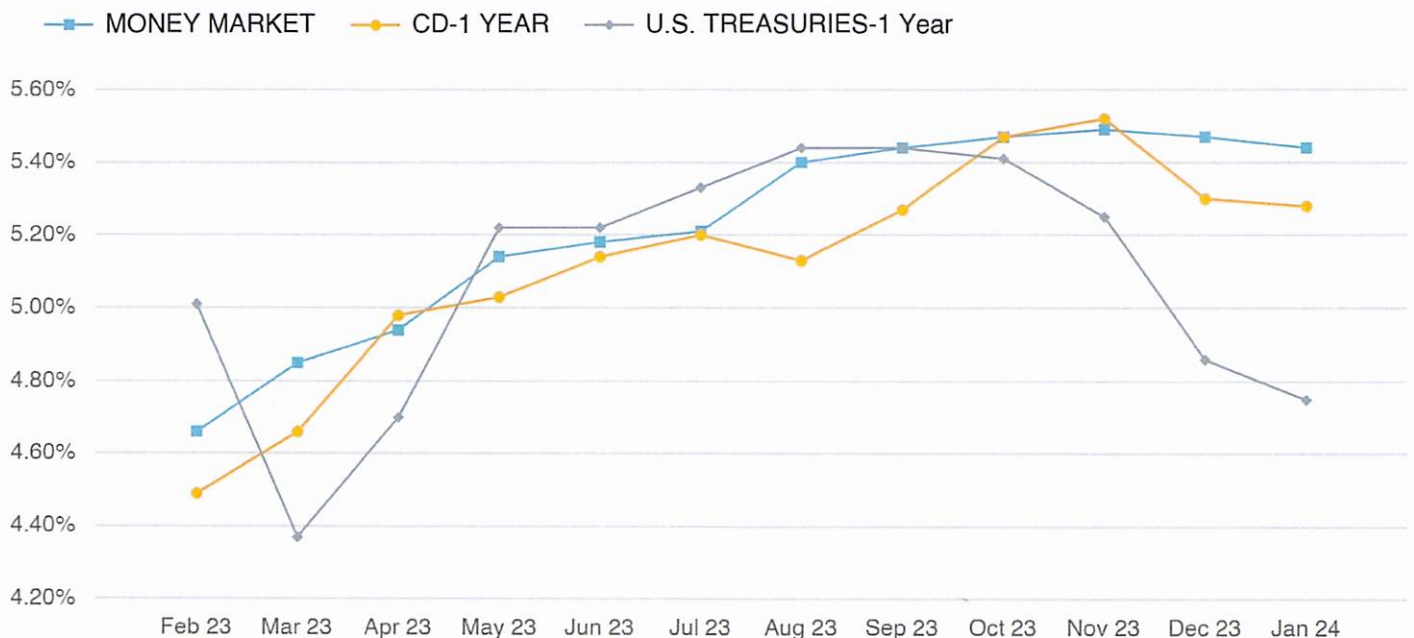


General Operating Fund	Capital Projects Fund	Debt Service Fund	Other Funds
Funds Available to Invest \$513,381	Funds Available to Invest \$2,364	Funds Available to Invest \$368,612	Funds Available to Invest N/A
Funds Invested \$452,889	Funds Invested \$1,869	Funds Invested \$368,612	Funds Invested N/A
Percent Invested 88%	Percent Invested 79%	Percent Invested 100%	Percent Invested N/A

Term	Money Market	Term	Certificate of Deposit	Term	U.S. Treasuries
On Demand	5.42%	180 Days	5.44%	180 Days	5.25%
		270 Days	5.42%	270 Days	5.25%
		1 Yr	5.28%	1 Yr	4.83%
		13 Mo	5.15%	13 Mo	N/A
		18 Mo	4.02%	18 Mo	4.83%
		2 Yr	1.99%	2 Yr	4.42%

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

Investment Rates Over Time (By Month) | February 2023 - January 2024



Account Balance as of 02/12/2024

Harris County MUD No. 569 - Investment Detail



FUND: General Operating

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Money Market Funds					
TEXAS CLASS (XXXX0001)	08/22/2023		5.51%	452,888.66	
Checking Account(s)					
CENTRAL BANK - CHECKING (XXXX3660)			0.00%	14,986.64	Checking Account
CENTRAL BANK - CHECKING (XXXX8883)			0.00%	45,505.93	Operator
Totals for General Operating Fund				\$513,381.23	

FUND: Capital Projects

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Money Market Funds					
TEXAS CLASS (XXXX0003)	10/09/2023		5.51%	1,869.35	2023 BAN
Checking Account(s)					
CENTRAL BANK (XXXX2325)			0.00%	495.00	Cash In Bank
Totals for Capital Projects Fund				\$2,364.35	

FUND: Debt Service

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Money Market Funds					
TEXAS CLASS (XXXX0006)	11/29/2023		5.51%	368,611.58	Road
Checking Account(s)					
CENTRAL BANK (XXXX1101)			0.00%	0.00	Cash in Bak
Totals for Debt Service Fund				\$368,611.58	

Grand Total for Harris County MUD No. 569 : **\$884,357.16**

Capital Projects Fund Breakdown

HARRIS COUNTY MUD NO. 569

As of Date 2/12/2024

Net Proceeds for All Bond Issues

Receipts

Bond Proceeds - Series 2023 BAN	1,565,000.00
Interest Earnings - Series 2023 BAN	46.87

Disbursements

Disbursements - Series 2023 BAN	(1,562,682.52)
---------------------------------	----------------

Total Cash Balance	\$2,364.35
---------------------------	-------------------

Balances by Account

Central Bank - Checking	\$495.00
Texas CLASS Series 2023 BAN	1,869.35

Total Cash Balance	\$2,364.35
---------------------------	-------------------

Balances by Bond Series

Bond Proceeds - Series 2023 BAN	2,364.35
---------------------------------	----------

Total Cash Balance	\$2,364.35
---------------------------	-------------------

Remaining Costs/Surplus By Bond Series

Total Amount in Remaining Costs	\$0.00
--	---------------

Surplus & Interest - Series 2023 BAN	2,364.35
--------------------------------------	----------

Total Surplus & Interest Balance	\$2,364.35
---	-------------------

Total Remaining Costs/Surplus	\$2,364.35
--------------------------------------	-------------------

Exhibit J

**Insurance Proposal
Prepared for**

Harris Co. MUD No. 569



**McDonald &
Wessendorff**
I N S U R A N C E



McDonald & Wessendorff Insurance

Welcome!

Thank you for choosing us for your insurance needs. Finding the right people for the right job can be difficult, especially when dealing with insurance.

We at McDonald & Wessendorff Insurance are dedicated to "Growing Relationships" with our clients. The following material about this insurance program is designed specifically for you.

Please contact us at 281-342-6837 with any questions, comments or concerns.

McDonald & Wessendorff Insurance:

Dan McDonald, CEO
Direct # 281-633-3208
Email: dan.mcdonald@mcwess-insurance.com

Peggy Bohn, COO
Direct # 281-762-5213
Email: peggy.bohn@mcwess-insurance.com

Katrina Thornhill, Account Executive
Direct # 281-633-3200
Email: katrina.thornhill@mcwess-insurance.com

Kathryn Williams, Account Executive
Direct # 281-762-5215
Email: kathryn.williams@mcwess-insurance.com

Tonya Huskey
Waterworks Account Manager
Direct # 281-762-5209
Email: tonya.huskey@mcwess-insurance.com

Harris Co. MUD No. 569

TYPE OF POLICY: **COMMERCIAL GENERAL LIABILITY AND
HIRED CAR & NON OWNERSHIP
AUTOMOBILE LIABILITY**

PROPOSED EFFECTIVE DATE: **03/31/24**

COVERAGE: **•Bodily Injury and Property Damage
•Full Sewer Backup Coverage
•Punitive Damages Not Excluded
•Host Liquor Liability
•Terrorism Not Excluded
•No Mold Exclusion
•No Assault & Battery Exclusion
•Duty to Defend
•Defense Cost Outside the Limit
•Coverage in US Only**

LIMITS OF LIABILITY: **\$1,000,000 Each Occurrence
\$3,000,000 General Aggregate
\$1,000,000 Personal/Advertising Injury
\$3,000,000 Product Liability
\$ 100,000 Damages to Premises Rented to You
\$1,000,000 Hired and Non Owned Auto Liability**

POLICY TERM: **One Year**

PREMIUM: **\$1,229**

COMPANY: **Mid-Continent Casualty Company
AM Best Rating: A + VIII**

DOES THE DISTRICT HAVE AN INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT?
YES/NO _____
IF YES, PLEASE SEND A COPY.

NUMBER OF PEACE OFFICERS _____
THE DISTRICT WILL NEED LAW ENFORCEMENT LIABILITY & PEACE OFFICERS BOND
SEE SUMMARY PAGE FOR ADDITIONAL PREMIUM.

DOES THE DISTRICT OWN ANY ROADS Y/N _____

ACCEPTED BY: _____ DATE: _____

REJECTED BY: _____ DATE: _____

SUBJECT TO POLICY TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS

**McDonald & Wessendorff Insurance • 611 Morton • Richmond, Texas 77469
PH (281) 342-6837 (MUDS)**

Harris Co. MUD No. 569

TYPE OF POLICY: **DIRECTORS AND OFFICERS LIABILITY**

PROPOSED EFFECTIVE DATE: **03/31/24**

COVERAGE:

- Claims-Made Coverage Form
- Duty to Defend
- Pay on Behalf in lieu of Reimbursement Coverage Form
- Full Prior Acts
- Defense Cost Outside the Limit
- Defense for Alleged Breach of Contract
- Claim includes any Judicial or Administrative Proceedings
- Employment Related Practices coverage for the District Included
- Coverage extended to include Director's Spouse
- Terrorism Not Excluded

LIMIT OF LIABILITY: \$1,000,000 Per Claim
No Aggregate Limit

DEDUCTIBLE: None

POLICY TERM: One Year

PREMIUM: **\$1,500**

COMPANY: Mid-Continent Casualty Company
AM Best Rating: A + VIII

OPTIONAL LIMITS		
	Limit	Premium
X	\$1,000,000	\$1,500
	\$2,000,000	\$2,500
	\$3,000,000	\$3,500
	\$4,000,000	\$4,500
	\$5,000,000	\$5,500

ACCEPTED BY: _____ **DATE:** _____

REJECTED BY: _____ **DATE:** _____

SUBJECT TO POLICY TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS

McDonald & Wessendorff Insurance• 611 Morton • Richmond, Texas 77469
PH (281) 342-6837 (MUDS)

Harris Co. MUD No. 569

TYPE OF POLICY: **PUBLIC EMPLOYEE BLANKET CRIME**
(Includes Attorney, Operator, Bookkeeper, Engineer and Delinquent Tax Attorney)

ANNIVERSARY OF CURRENT POLICY: **03/31/24**

COVERAGE: Loss caused to the District through failure of any employee/consultant to perform faithfully their duties or to account properly for all monies and property received by virtue of their position or employment. Limit applies per employee/consultant up to \$100,000. If the bond amount is over \$100,000, each employee/consultant is covered up to \$100,000 and the excess amount is provided on a per loss basis rather than each basis.

•Terrorism Not Excluded

LIMIT: \$10,000

DEDUCTIBLE: \$0

TERM: One Year

PREMIUM: \$120

COMPANY: Hartford Casualty Company
AM Best Rating: A+ XV

OPTIONAL LIMITS		
	Limit	Premium
X	\$ 10,000	\$120
	\$ 25,000	\$178
	\$ 50,000	\$222
	\$ 100,000	\$344
	\$ 250,000	\$479
	\$ 500,000	\$580
	\$1,000,000	Quotable

ACCEPTED BY: _____ **DATE:** _____

REJECTED BY: _____ **DATE:** _____

SUBJECT TO POLICY TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS

Harris Co. MUD No. 569

TYPE OF BOND:	DIRECTORS POSITION SCHEDULE BOND
ANNIVERSARY OF CURRENT BOND:	03/31/24
COVERAGE:	Provides coverage for loss caused to the District through the failure of Directors to perform faithfully their duties or to account properly for all monies and property received by virtue of their position as Director. •Terrorism Not Excluded
BOND TERM:	One Year
BOND LIMIT:	\$10,000 Per Director (5) \$50,000 Aggregate
PREMIUM:	\$175
COMPANY:	Merchants Bonding Company AM Best Rating A VIII

ACCEPTED BY: _____ **DATE:** _____

REJECTED BY: _____ **DATE:** _____

SUBJECT TO POLICY TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS

McDonald & Wessendorff Insurance • 611 Morton • Richmond, Texas 77469
PH (281) 342-6837 (MUDS)

OPTIONAL COVERAGE PROPOSAL PAGES

McDonald & Wessendorff Insurance • 611 Morton • Richmond, Texas 77469
PH (281) 342-6837 (MUDS)

Harris Co. MUD No. 569

**** OPTIONAL COVERAGE ****

TYPE OF POLICY:	POLLUTION LIABILITY
PROPOSED EFFECTIVE DATE:	03/31/24
COVERAGE:	•Occurrence Form •Legal Liability to Others-Bodily Injury and Property Damage and Clean Up Costs •Compensatory Damages •Defense Cost Outside the Limit •Punitive/Exemplary Damages Not Excluded •Terrorism Not Excluded •Mold Not Excluded
EXCLUSIONS Including but not limited to:	•Statutory Fines or Penalties Unless Direct Result of Pollution Incident as Defined by the Policy •Disposal of Sludge at Landfill Site
LIMIT OF LIABILITY:	\$1,000,000 each occurrence \$3,000,000 aggregate
DEDUCTIBLE:	\$5,000 Per Claim for Clean Up Costs
POLICY TERM:	One Year
PREMIUM:	\$750
COMPANY:	Mid-Continent Casualty Company AM Best Rating: A + VIII

**** OPTIONAL COVERAGE ****

ACCEPTED BY: _____ **DATE:** _____

REJECTED BY: _____ **DATE:** _____

SUBJECT TO POLICY TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS

Harris Co. MUD No. 569

** OPTIONAL COVERAGE **

TYPE OF POLICY: EXCESS LIABILITY

PROPOSED EFFECTIVE DATE: 03/31/24

COVERAGE: Limit of Coverage over General Liability, Automobile Liability, Pollution and Employers Liability (If Coverage is Accepted)

- Follow Form
- Terrorism Not Excluded
- Punitive Damages Not Excluded

UNDERLYING REQUIREMENTS: \$1,000,000 General Liability
\$1,000,000 Pollution Liability
\$1,000,000 Automobile Liability
\$1,000,000 Employers Liability

EXCLUSIONS
Including but not limited to: Employee Benefits Liability
Directors and Officers Liability
Law Enforcement Liability

LIMIT OF LIABILITY: \$1,000,000

POLICY TERM: One Year

PREMIUM: \$900 or \$1,600

COMPANY: Mid-Continent Casualty Company
AM Best Rating: A + VIII

OPTIONAL LIMITS		
	Limit	Premium (No Pollution)
	\$ 1,000,000	\$ 900
	\$ 2,000,000	\$1,700
	\$ 3,000,000	\$2,500
	\$ 4,000,000	\$3,300
	\$ 5,000,000	\$4,100

OPTIONAL LIMITS		
	Limit	Premium (Includes Pollution)
	\$ 1,000,000	\$1,600
	\$ 2,000,000	\$2,800
	\$ 3,000,000	\$4,000
	\$ 4,000,000	\$5,200
	\$ 5,000,000	\$6,400

** OPTIONAL COVERAGE **

ACCEPTED BY: _____ **DATE:** _____

REJECTED BY: _____ **DATE:** _____

SUBJECT TO POLICY TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS

McDonald & Wessendorff Insurance • 611 Morton • Richmond, Texas 77469
PH (281) 342-6837 (MUDS)

Harris Co. MUD No. 569

**** OPTIONAL COVERAGE ****

TYPE OF POLICY: **BUSINESS TRAVEL COVERAGE**

PROPOSED EFFECTIVE DATE: **03/31/24**

COVERAGE: 24 Hour Coverage while traveling on district business
Accidental Death & Dismemberment
Paralysis Benefits
Coma Benefits
Psychological Therapy Benefit
Emergency Evacuation/Family Travel Benefits
Rehabilitation Expense Benefit
Repatriation Benefit
Seat Belt and Occupant Protection Device Benefit
Age reduction for over 70

LIMITS: \$ 250,000 Each Director
\$ 50,000 Each Spouse
\$ 25,000 Each Child
\$35,000,000 Aggregate Limit

PREMIUM: **\$300**

COMPANY: Chubb
AM Best Rating: A++ XV

**** OPTIONAL COVERAGE ****

IF ACCEPTED, PLEASE SEE FOLLOWING PAGE FOR SIGNATURE

DATE _____

ACCEPTED BY _____
(Signature of District's Authorized Representative) (Title)

REJECTED BY _____
(Signature of District's Authorized Representative) (Title)

SUBJECT TO POLICY TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS

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PH (281) 342-6837 (MUDS)

Employee Retirement Income Security Act

Is this plan subject to Employee Retirement Income Security Act (ERISA) regulations? (Y/N) N/A

Policy Acceptance

The undersigned declares that all information provided in this application and any attachments hereto is true and correct. The undersigned understands that all information provided in this application and any attachments hereto is material to the insurer's decision to provide this insurance, and that insurance will be provided, at the insurer's sole discretion, in reliance upon the truth of such information. It is hereby agreed and understood this insurance is provided by the **Company** in consideration of payment of the required premium. The insurance under the policy begins on the Effective Date shown in the Insuring Agreement of the policy. The acceptance of the policy terminates any prior policy of the same policy number, effective with the inception of the policy.

Fraud Warning

Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act, which is a crime.

Name of Policyholder: _____

Date

Signature

Title



Company Authorized Representative

BT 3000 APP (Rev. 09/2006)

Harris Co. MUD No. 569

**** OPTIONAL COVERAGE ****

TYPE OF POLICY:	WORKERS COMPENSATION
PROPOSED EFFECTIVE DATE:	03/31/24
COVERAGES:	•Coverage A in the policy provides statutory coverage in which the insurance company agrees to assume the liability imposed upon an insured by the applicable Workers Compensation law or laws. •Coverage B for Employers Liability in this policy protects an insured against liability imposed by law for injury to employees in the course of employment. •Terrorism Not Excluded
LIMIT OF LIABILITY:	Employers Liability \$1,000,000 Each Accident Bodily Injury by Accident \$1,000,000 Each Employee Bodily Injury by Disease \$1,000,000 Policy Limit Bodily Injury by Disease
POLICY TERM:	One Year
PREMIUM:	\$205 (5 Directors) Estimated Annual Premium
COMPANY:	Hanover Insurance Group AM Best Rating: A XV

**** OPTIONAL COVERAGE ****

ACCEPTED BY: _____ **DATE:** _____

REJECTED BY: _____ **DATE:** _____

SUBJECT TO POLICY TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS

Harris Co. MUD No. 569

**** OPTIONAL COVERAGE ****

TYPE OF POLICY:	CYBER LIABILITY
PROPOSED EFFECTIVE DATE:	03/31/24
COVERAGE/LIMIT:	LIABILITY: • Privacy & Security - \$250,000 • Payment Card Costs - \$250,000 • Media - \$250,000 • Regulatory Proceedings - \$250,000 BREACH RESPONSE: • Privacy Breach Notification - \$250,000 • Computer & Legal Experts - \$250,000 • Betterment - \$100,000 • Cyber Extortion - \$250,000 • Data Restoration - \$250,000 • Public Relations - \$250,000 CYBER CRIME: • Computer Fraud - \$100,000 • Funds Transfer Fraud - \$100,000 • Social Engineering Fraud - \$100,000 • Telecom Fraud - \$100,000 BUSINESS LOSS: • Business Interruption - \$250,000 • Reputation Harm - \$250,000 POLICY AGGREGATE LIMIT: \$250,000
RETENTION:	\$2,500 - \$5,000 Each Claim/Event Waiting Period: 8 Hours
POLICY TERM:	One Year
PREMIUM:	Application required for formal quote
COMPANY:	Travelers Casualty & Surety Co. of America AM Best Rating: A++ XV

**** OPTIONAL COVERAGE ****

SEE COVERAGE DEFINITIONS AT END OF PROPOSAL

Higher limits also available

ACCEPTED BY: _____ DATE: _____

REJECTED BY: _____ DATE: _____

SUBJECT TO POLICY TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS

McDonald & Wessendorff Insurance • 611 Morton • Richmond, Texas 77469
PH (281) 342-6837 (MUDS)

McDonald & Wessendorff Insurance

611 Morton Street, Richmond, TX 77469
Phone: (281)762-5215
Email: kathryn.williams@mcwess-insurance.com
Kathryn Williams

DATE: December 8, 2023
ENGINEER: Quiddity Engineers
ATTN: Blair Bozoarth
EMAIL: bbozoarth@quiddity.com

RE: Harris Co. MUD No. 569; Engineer Report of Values (ERV)

We have been requested to submit an insurance proposal for the above referenced District. Please review the questions below and indicate the type and quantity of any facilities pertinent to The District. Thank you!

Indicate how many of the following the district owns. If none, so indicate.

Does the district have water wells?	NO	If so, number of submersible pumps?	0
Lessors Risk (Sq/Ft)	0	Any Pumps 500 HP or greater?	0
Swimming Pools / Splash Pads	0	Parks / Trails	0
Detention Ponds*	0	Lakes**	0

**Ponds = have sloped sides / primarily for detention/retention – can be wet or dry*

***Lakes = amenity purposes only – no detention (If for dual purpose, list as pond)*

LOCATION SCHEDULE

Description	Address	City	State	Zip
-------------	---------	------	-------	-----

NONE

Replacement	Month/Year	Flood Zone	Construction
Value		(ie: X,A,AE)	& sq ft of buildings
\$ _____	_____	_____	_____
Fire Alarm: Y/N	Sprinklers: Y/N	Intrusion Alarm: Y/N	Central Station Alarm: Y/N

TOTAL REPLACEMENT COST: \$ 0.00

Mobile Equipment (please include year, make, model, serial number & value):

Thanks for providing this information to our office. Please call if you should have any questions, or comments concerning this document.

SIGN HERE:

X		Blair M. Bozoarth, PE	12.18.2023
	Acknowledged By: (Signature)	Print Name	Date

In the event of a claim, if the values are not updated The District could suffer a financial loss. Please note the Engineer or General Manager's signature approving these values.

HARRIS CO. MUD NO. 569

PROPOSED EFFECTIVE DATE: 03/31/24

PREMIUM SUMMARY

COVERAGE	RENEWAL PREMIUM	EXPIRING PREMIUM
GENERAL LIABILITY/HIRED & NON-OWNED AUTO	1,229.00	1,226.00
DIRECTORS AND OFFICERS	1,500.00	1,500.00
PUBLIC EMPLOYEE BLANKET CRIME	120.00	120.00
DIRECTOR'S BOND	175.00	175.00
TOTAL PREMIUM	\$3,024.00	\$3,021.00

McDonald & Wessendorff thanks you for your business!

TAX BOND: \$10,000 – Bob Leared Interests (\$50 premium billed directly to Tax Assessor)

**** Please note this proposal does not include any property or boiler & machinery coverage.
If the district purchases any facilities, please contact our office to issue a Property/Boiler policy.**

*** OPTIONAL COVERAGE(S) ***

OPTIONAL NEW COVERAGE	PREMIUM	ACCEPTED YES/NO
POLLUTION LIABILITY	750.00	
EXCESS LIABILITY (No Pollution or Including Pollution)	900.00 or 1,600.00	
BUSINESS TRAVEL ACCIDENT	300.00	
WORKERS COMPENSATION & EMPLOYERS LIABILITY	205.00	
LAW ENFORCEMENT LIABILITY - \$1,000,000 LIMIT	1,000.00	
PEACE OFFICERS BOND (# of Peace Officers:)	35.00 Each (Subject to \$50 minimum)	
CYBER LIABILITY	Quotable	
TOTAL PREMIUM FOR ACCEPTED OPTIONAL COVERAGE		

PLEASE REPORT ALL NEW FACILITIES OR PROPERTIES IMMEDIATELY
TO MCDONALD & WESSENDORFF

PAYMENT IS DUE WITHIN 30 DAYS OF THE EFFECTIVE DATE TO AVOID CANCELLATION.

ACCEPTED BY: _____

PRINTED NAME & TITLE: _____

DATE: _____

FEDERAL TAX ID #: _____

WEB ADDRESS IF ANY: _____

Premiums quoted are valid for 30 days from proposed effective date.

All descriptions of proposed coverage's provided herein are intended as an outline of coverage and are necessarily brief. For specific wording concerning insuring agreements, definitions, conditions, terms and exclusions not listed, please read each policy carefully. Please contact our office if there are any questions.

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TRAVELERS CYBERRISK COVERAGE INCLUDES THE FOLLOWING INSURING AGREEMENTS:

Liability Insuring Agreements:



PRIVACY AND SECURITY

Coverage for claims arising from unauthorized access to data, failure to provide notification of a data breach where required by law, failure to destroy confidential information, failure to comply with a privacy policy, wrongful collection of private or confidential information, failure to prevent a security breach that results in the inability of authorized users to gain system access, the participation in a DDoS attack, or the transmission of a computer virus.



MEDIA

Coverage for claims arising from copyright infringement, plagiarism, defamation, libel, slander, and violation of an individual's right of privacy or publicity in electronic and printed content.



REGULATORY

Coverage for administrative and regulatory proceedings, civil and investigative demands brought by domestic or foreign governmental entities or claims made as a result of privacy and security acts or media acts.

Breach Response Insuring Agreements:



PRIVACY BREACH NOTIFICATION

Coverage for costs to notify and provide services to individuals or entities who have been affected by a data breach. Examples include call center services, notification, credit monitoring and the cost to purchase identity fraud insurance.



COMPUTER AND LEGAL EXPERTS

Coverage for costs associated with analyzing, containing, or stopping privacy or security breaches; determining whose confidential information was lost, stolen, accessed, or disclosed; and providing legal services to respond to such breaches.



BETTERMENT

Coverage for costs to improve a computer system after a security breach, when the improvements are recommended to eliminate vulnerabilities that could lead to a similar breach.



CYBER EXTORTION

Coverage for ransom and related costs associated with responding to threats made to attack a system or to access or disclose confidential information.



DATA RESTORATION

Coverage for costs to restore or recover electronic data, computer programs, or software lost from system damage due to computer virus, denial-of-service attack or unauthorized access.



PUBLIC RELATIONS

Coverage for public relations services to mitigate negative publicity resulting from an actual or suspected privacy breach, security breach, or media act.

Cyber Crime Insuring Agreements:



COMPUTER FRAUD

Coverage for loss of money, securities, or other property due to unauthorized system access.



FUNDS TRANSFER FRAUD

Coverage for loss of money or securities due to fraudulent transfer instructions to a financial institution.



SOCIAL ENGINEERING FRAUD

Coverage for loss of money or securities due to a person impersonating another and fraudulently providing instructions to transfer funds.



TELECOM FRAUD

Coverage for amounts charged by a telephone service provider resulting from an unauthorized person accessing or using an insured's telephone system.

Business Loss Insuring Agreements:



BUSINESS INTERRUPTION

Coverage for loss of income and expenses to restore operations as a result of a computer system disruption caused by a virus or computer attack, including the voluntary shutdown of systems to minimize the business impact of the event.



DEPENDENT BUSINESS INTERRUPTION

Multiple coverage options for loss of income and expenses to restore operations as a result of an interruption to the computer system of a third party that the insured relies on to run their business.



SYSTEM FAILURE

Coverage for loss of income and expenses to restore operations as a result of an accidental, unintentional, and unplanned interruption of an insured's computer system.



REPUTATIONAL HARM

Coverage for lost business income that occurs as a result of damage to a business' reputation when an actual or potential cyber event becomes public.



Available through the Travelers Wrap[®] and Executive Choice[®] suite of products.

travelers.com

Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183

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As required by Chapter 2271, Government Code, McDonald & Wessendorff Insurance hereby verifies that it does not boycott Israel and will not boycott Israel through the term of the policies included in this proposal. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Foreign Terrorists Organizations. Pursuant to Chapter 2252, Texas Government Code, McDonald & Wessendorff Insurance represents and certifies that, at the time of execution of this proposal neither McDonald & Wessendorff Insurance, 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.

Fossil Fuels Boycott Verification.

As required by 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, McDonald & Wessendorff Insurance hereby verifies that McDonald & Wessendorff Insurance, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, 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, as amended.

Firearms Discrimination Verification.

As required by Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, McDonald & Wessendorff Insurance hereby verifies that McDonald & Wessendorff Insurance, including any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of the same, (i) does 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 this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19), as amended.

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Exhibit K



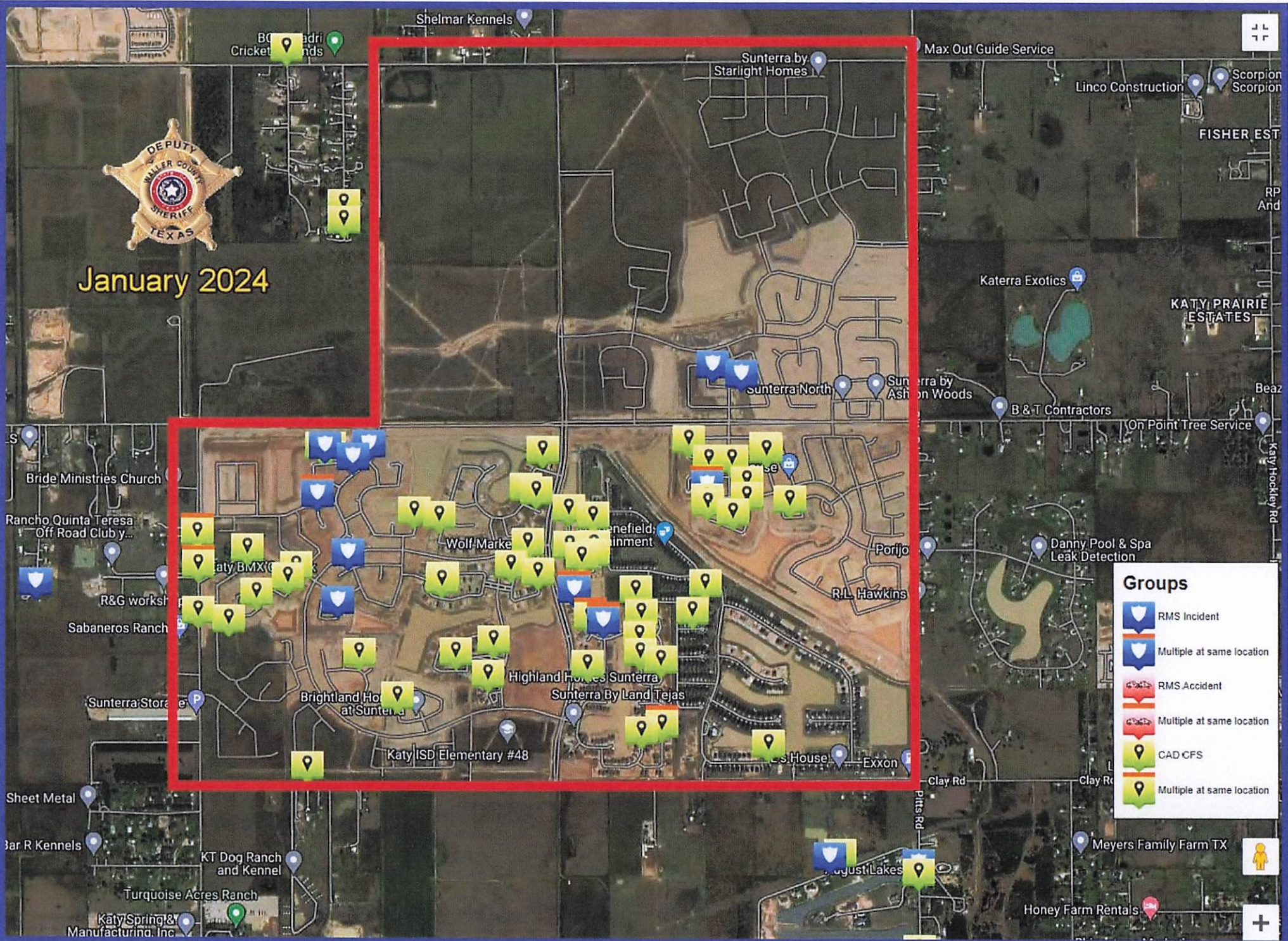
To: BOD – Harris-Waller Counties MUD 5 /
Waller County MUD 37 / Harris County MUD 569 / Waller County MUD 35

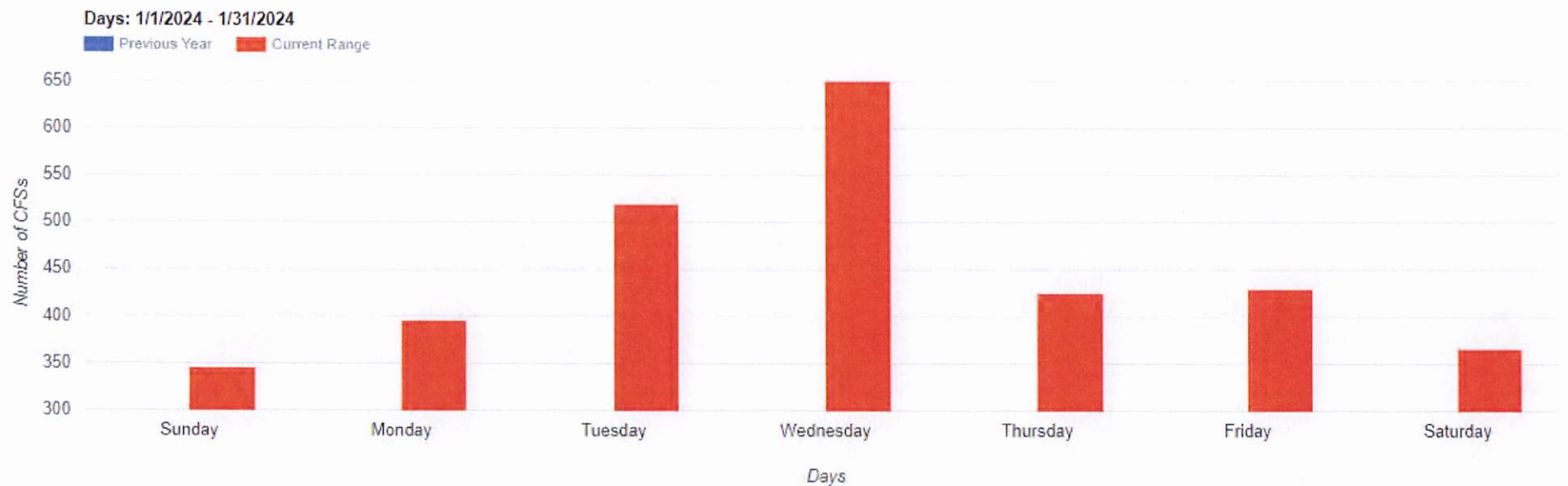
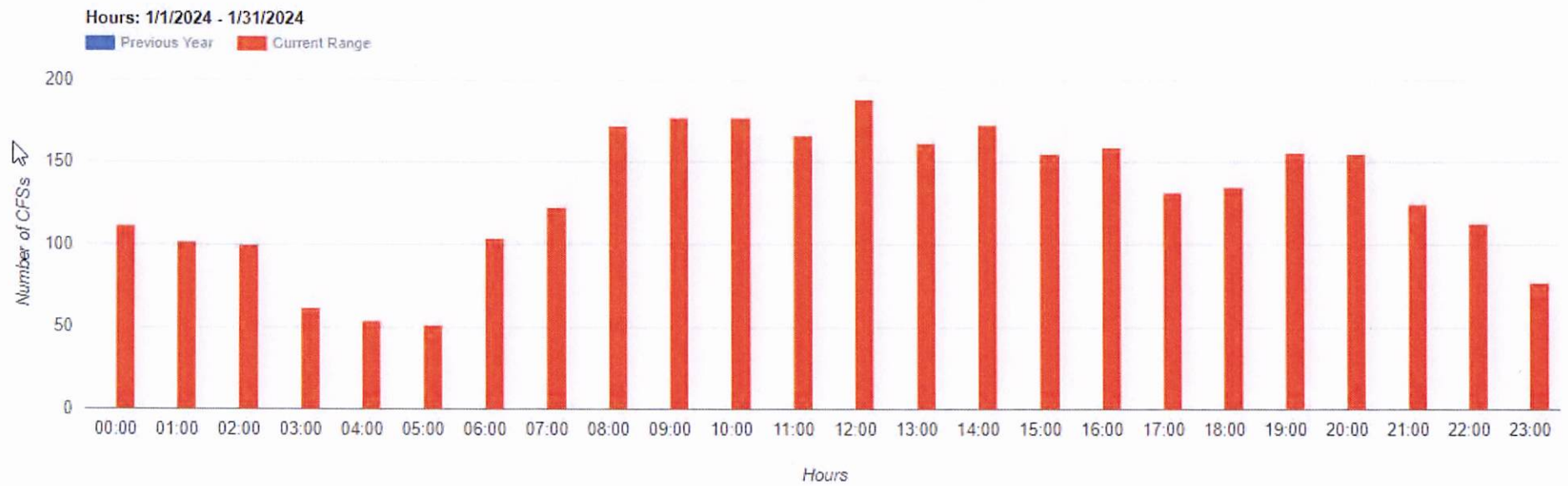
January 2024

- The rate of reported theft **reduced** for the month of January.
- Spotter activity during the **night** has increased.
- Time of offenses has continued to occur during the early and late afternoon hours throughout the week.
- Appliance and window theft is continuing to be a problem for homes under construction. Local installers suspected.
- Deputies are patrolling the northern section more closely due to a request from builders complaining about increased material theft.



January 2024







Accident within the development



Damaged landscaping and signs from the accident



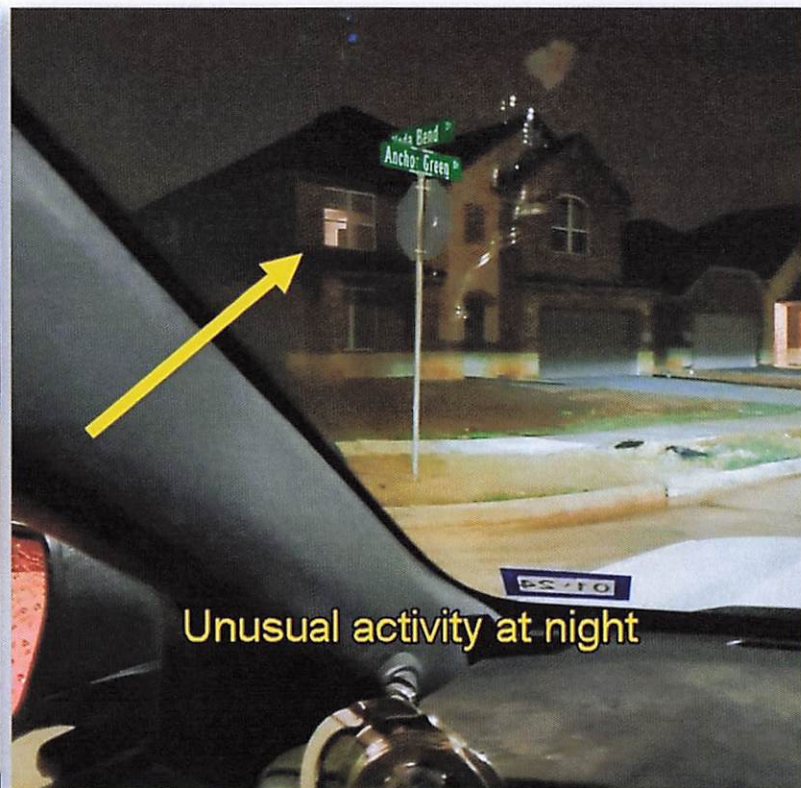
Area damaged from the accident



Damaged landscaping



Suspicious nighttime activity



Unusual activity at night



Suspicious nighttime activity



