

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 569

Minutes of the Meeting of Board of Directors May 13, 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 May 13, 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 Shultz, thus constituting a quorum. Director Schultz entered later in the meeting, as noted herein.

Also present were: Blair Bozoarth of Quiddity Engineering, LLC ("Quiddity"); Jennifer Abad of Municipal Accounts & Consulting, L.P. ("MA&C"); Dana Hollingsworth of Municipal District Services, LLC ("MDS"); Trey Patronella of Kudela & Weinheimer ("K&W"); Patty Rodriguez of BLICO, Inc., dba Bob Leared Interests ("BLICO"); Brian Krueger of FORVIS LLP ("FORVIS"); Stephen Eustis of Robert W. Baird & Co., Inc. ("Baird"); David Daughtry of Kimley-Horn & Associates, Inc. ("KH"); Laci Hamilton of KGA DeForest Design, LLC ("KGA"); Shamar O'Bryant on behalf of Astro Sunterra, L.P. ("Astro Sunterra"); and Christina Cole and Kris Eddlemon of Schwartz, Page & Harding, L.L.P. ("SPH").

The Vice 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 April 8, 2024. After discussion regarding the minutes previously forwarded for review, it was moved by Director Norris, seconded by Director Jezierski and unanimously carried, that said minutes be approved, as written.

ACCEPTANCE OF QUALIFICATION STATEMENTS, AFFIDAVITS OF CURRENT DIRECTOR, ELECTIONS NOT TO DISCLOSE CERTAIN INFORMATION, BONDS, AND OATHS OF OFFICE

The Board next considered the acceptance of Qualification Statements, Elections Not to Disclose Certain Information, Bonds, and Oaths of Office for Nicholas Luton, Blakely Norris, and Julia Pecina, including the acceptance of Affidavits of Current Director. In that regard, Mr. Luton, Mr. Norris, and Ms. Pecina presented their Statements of Elected Officer, Oaths of Office, Official Bonds, Elections Not to Disclose Certain Information, and Affidavits of Current Director. After discussion on the matter, it was moved by Director Norris, seconded by Director Jezierski and unanimously carried that the Board approve said Bonds, accept said Statements of Elected Officers, Elections Not to Disclose Certain Information, Oaths, and Affidavits of Current Director and declare Nicholas Luton, Blakely Norris, and Julia Pecina to be duly elected and qualified Directors of the District.

ELECTION OF OFFICERS

The Board next considered re-organization of the officers of the Board of Directors. The Board members concurred to have all officers remain in their current offices.

DISTRICT REGISTRATION FORM

The Board next considered approving a District Registration Form required by the Texas Commission on Environmental Quality ("TCEQ"). Ms. Cole explained that, in accordance with the Texas Water Code, municipal utility districts are required to file names, mailing addresses, officer positions and terms of new directors with the TCEQ within thirty (30) days after an election or appointment. She advised that, with the Board's approval, SPH will complete the District Registration Form to include newly elected directors' terms of office and will file the form with the TCEQ. After further discussion of the matter, Director Norris moved that the Board authorize SPH to complete the District Registration Form as discussed and file same with the TCEQ. Director Jezierski seconded said motion, which unanimously carried.

ENGAGEMENT OF AUDITOR

The Board considered the engagement of an auditor to prepare the District's audit report for the fiscal year ending May 31, 2024. Mr. Krueger made a presentation to the Board and advised that Forvis' fees for the preparation of said audit report would be \$14,500, plus an administrative fee of \$1,000 to cover items such as report production, copies, postage, and other delivery charges, supplies, and other technology-related costs. A copy of Forvis' engagement letter is attached hereto as **Exhibit A**. Following discussion, Director Norris moved that (i) Forvis be engaged to conduct an audit of the District's financial statements and prepare the District's audit report for the fiscal year ended May 31, 2024, in accordance with the terms of the engagement letter presented, (ii) the District accept Forvis' Texas Ethics Commission ("TEC") Form 1295 relative to the engagement, and (iii) SPH be authorized to acknowledge the District's receipt of same with the TEC. Director Jezierski seconded said motion, which unanimously carried.

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 April 30, 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 B**. After discussion, on motion made by Director Norris, seconded by Director Jezierski and unanimously carried, the Board approved the TAC Report and authorized the payments listed therein.

RATIFY PRIOR ADOPTION OF RESOLUTION REQUESTING APPRAISAL OF PROPERTY

The Board next considered ratifying its prior approval and adoption of a Resolution Authorizing Requesting Appraisal of Property (the "Resolution") as of May 1, 2024. Following discussion, Director Norris moved to ratify and approve in all respects the Board's prior approval and adoption of the Resolution. Director Jezierski seconded the motion, which unanimously carried.

OPERATOR'S REPORT

Ms. Hollingsworth presented to and reviewed with the Board the Operations Report dated May 13, 2024, a copy of which is attached hereto as **Exhibit C**. She noted that no Board action was required in connection with the Operations Report at this time.

The Board next considered review and approval of a Consumer Confidence Report ("CCR"). Ms. Hollingsworth advised that preparation and distribution of a CCR is not required for the District for calendar year 2023 as the water systems were not active with the TCEQ and the District had no sample schedules. The Board deferred taking action at this time.

ENGINEERING REPORT

Mr. Bozoarth presented to and reviewed with the Board an Engineering Report dated May 13, 2024, a copy of which is attached hereto as **Exhibit D**, relative to the status of various engineering and construction projects within the District. Upon review, Director Norris moved that the Board 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 TCEQ and the provisions of the Texas Water Code and Astro Sunterra's, Gehan Homes, Ltd.'s or KB Home Lone Star Inc.'s, as applicable, execution of the special conditions of the contracts under which Astro Sunterra, Gehan Homes, Ltd. or KB Home Lone Star Inc., as applicable, guarantees payment of all sums due thereunder, for the construction of: (a) water, sanitary sewer, and drainage facilities to serve Sunterra Sections 63 and 64 to the lowest qualified bidder, TexaSite, LLC, in the amount of \$1,282,675.20; and (b) paving facilities to serve Sunterra Sections 63 and 64 to the lowest qualified bidder, Allgood Construction Company, LLC in the amount of \$1,116,708.03; and to authorize the District and SPH to accept and acknowledge the corresponding TEC Form 1295s on behalf of

the Board and the District relative to the various construction contracts. Mr. Bozoarth further requested the Board's approval to concur in the approval and/or payment of: (a) Pay Estimate No. 3 in the amount of \$55,068.16 from Durwood Greene Construction Co. for construction of paving facilities serving Sunterra Section 45, (b) Pay Estimate No. 2 and Change Order No. 1 in the amounts of \$459,138.96 and -\$22,112.85, respectively, from Daco Paving, Inc. for construction of paving facilities serving Sunterra Section 57, (c) Pay Estimate No. 2 and Change Order No. 1 in the amounts of \$710,060.37 and -\$38,595.93, respectively, from Daco Paving, Inc. for construction of paving facilities serving Sunterra Section 58, (d) Pay Estimate No. 1 in the amount of \$718,282.31 from Principal Services, Ltd. for construction of water, sanitary sewer, and drainage facilities serving Sunterra Section 59, (e) Pay Estimates Nos. 1 and 2 in the amounts of \$193,721.09 and \$470,790.58, respectively, from Blazey Construction Services, LLC for construction of water, sanitary sewer, and drainage facilities serving Sunterra Section 60, (f) Pay Estimate No. 1 in the amount of \$25,324.54 from Allgood Construction Company, LLC for construction of paving facilities serving Sunterra Section 60, (g) Pay Estimate No. 1 in the amount of \$170,199.00 from A&M Contractors, Inc. for construction of water, sanitary sewer, and drainage facilities serving Sunterra Section 61, (h) Pay Estimate No. 1 in the amount of \$50,426.61 from Allgood Construction Company, LLC for construction of paving facilities serving Sunterra Section 61, (i) Pay Estimates Nos. 1 and 2 in the amounts of \$203,313.78 and \$1,195,756.21, respectively, from Fellers & Clark, LP for construction of water, sanitary sewer, and drainage facilities serving Sunterra Section 62, and (j) Pay Estimate No. 1 in the amount of \$57,110.80 from De Crosta Construction, LLC for construction of paving facilities serving Sunterra Section 62; and to accept a Special Warranty Deed (Recreational Sites in Sunterra Sections 45, 51, and 52) from Sunterra 6A – Katy, L.P. Director Jezierski seconded the motion, which unanimously carried.

Director Schultz entered the meeting during presentation of the Engineering Report.

Mr. Bozoarth next presented to and reviewed with the Board a proposal in the amount of \$6,000.00 in connection with road repairs in Sunterra Section 39. Following discussion, Director Norris moved that the Board approve the proposal, as discussed. Director Jezierski seconded the motion, which unanimously carried.

Mr. Bozoarth next requested approval from the Board for Quiddity to prepare a draft Summary of Costs ("SOC") for the District's Unlimited Tax Road Bonds, Series 2024, at a cost of \$20,500. Following discussion, Director Norris moved that Quiddity be authorized to prepare the draft SOC, as discussed. Director Jezierski seconded the motion, which unanimously carried.

The Board considered a request from Quiddity to approve of a proposal in the amount of \$66,000 for preparation of the District's Bond Application Report No. 2. After discussion, Director Norris moved that proposal from Quiddity be approved, and the President of the Board be authorized to execute same on behalf of the Board and the District. Director Jezierski seconded said motion, which unanimously carried.

2024 ROAD BONDS

The Board deferred approval of a Summary of Costs and engagement of an auditor to prepare an audit of payments to the developer out of the 2024 Road Bonds until the next meeting.

MAINTENANCE AGREEMENT – SUNTERRA PROPERTY OWNERS ASSOCIATION, INC.

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

SILT SOLUTIONS, INC.

The Board next considered a report from Silt Solutions, Inc. ("SSI") in connection with storm water pollutions and prevention services. Ms. Cole advised that SSI provided a report for the period April 16, 2024 – May 6, 2024, a copy of which is attached hereto as **Exhibit F**. She advised that SSI has provided a proposal in the amount of \$500 per lot relative to trash pickup, a copy of which is attached hereto as **Exhibit F**. Following discussion, Director Norris moved that the Board (i) approve the proposal provided by SSI, (ii) authorize the President to execute same on behalf of the Board and the District, and (iii) authorize SPH to accept and acknowledge the associated TEC 1295 form. Director Jezierski seconded the motion, which unanimously carried.

RATE ORDER

The Board next considered amending the District's Rate Order relative to builder damage deposits. Following discussion, it was moved by Director Norris, seconded by Director Jezierski, and unanimously carried that the Rate Order be amended, a copy of which amended Rate Order is attached as **Exhibit G**.

LANDSCAPE ARCHITECT REPORT(S)

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 H**. Following discussion, Director Jezierski moved to approve: Pay Estimate Nos. 11 and 12 in the amounts of \$386,688.82 and \$850,852.49, respectively, as well as Change Order Nos. 7, 8, and 9, and 10 in the amounts of \$6,764.79, \$42,815.45, \$3,319.49, and \$54,562.17, respectively, from Millis Development and Construction, LLC for construction of the Sunterra Recreation Center Facility. Director Norris 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 I**. Following discussion, Director Jezierski moved to approve the action items requested by K&W, including (i) authorization to design the landscape improvements for Sunterra Sections 59, 60, and 61, (ii) approval of plans and specifications and authorize advertisement for bids for landscape improvements for Sunterra Sections 57, 58, and 62, and (ii) approval of pay applications and change orders listed in the K&W report. Director Norris seconded said motion, which unanimously carried.

Mr. Daughtry next presented to and reviewed with the Board a monthly report prepared by KH regarding the status of landscape architecture design services within the District, a copy of which is attached hereto as **Exhibit J**. Following discussion, Director Jezierski moved to approve (i) Pay Estimate Nos. 4 through 10 and Change Orders 1 through 5 in connection with hardscape, landscape, and irrigation improvements to serve Sunterra Section 40, and (ii) Pay Estimate Nos. 2 through 7 and Change Orders 1 and 2 for hardscape, landscape, and irrigation improvements to serve Sunterra Sections 37-39 and 41. Director Norris seconded the motion, which unanimously carried.

BOOKKEEPER'S REPORT

Ms. Abad presented to and reviewed with the Board the Bookkeeper's Report, dated May 13, 2024, attached hereto as **Exhibit K**, including the disbursements presented for payment, as prepared by MA&C. After discussion, it was moved by Director Norris that the Bookkeeper's Report be approved, and that the disbursements identified in the Bookkeeper's Report be authorized for payment. Director Jezierski seconded said motion, which unanimously carried.

OPERATING BUDGET

Ms. Abad then presented to and reviewed with the Board a proposed operating budget for the District's fiscal year ending May 31, 2025, as prepared by MA&C, a copy of which is included in **Exhibit K**. The Board noted certain changes to be made to the budget. After discussion, it was moved by Director Norris that the operating budget for the District's fiscal year ending May 31, 2025, be adopted, as revised. Director Jezierski seconded said motion, which unanimously carried.

UNCLAIMED PROPERTY REPORT

The Board considered approval of an Unclaimed Property Report as of March 1, 2024, and the filing of same with the Texas Comptroller of Public Accounts (the "Comptroller") prior to July 1, 2024. In connection therewith, Ms. Abad noted that the District has no unclaimed operating funds. Ms. Rodriguez then reported that the District has no unclaimed tax funds for the applicable reporting period, and noted that BLICO will submit its Unclaimed Property Report reflecting same. After discussion, Director Norris moved that MA&C and BLICO be authorized to file said Reports with the Comptroller prior to July 1, 2024. Director Jezierski seconded said motion, which unanimously carried.

DEVELOPER'S REPORT

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

SECURITY PATROL REPORT

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

ATTORNEY'S REPORT

The Board next considered the Attorney's Report. In connection therewith, Ms. Cole presented to and discussed with the Board a memorandum prepared by SPH, a copy of which is attached hereto as **Exhibit M**, regarding the use of social media by public officials. In connection therewith, Ms. Cole advised the Board that directors should exercise caution when posting about District-related matters on their personal social media pages in light of recent U.S. Supreme Court cases, as further discussed in the memorandum.

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 Jezierski, and unanimously carried, the meeting was adjourned.

(SEAL)


Secretary

LIST OF ATTACHMENTS

- EXHIBIT A Engagement Letter – FORVIS LLP
- EXHIBIT B Tax Assessor-Collector's Report
- EXHIBIT C Operations Report
- EXHIBIT D Engineering Report
- EXHIBIT E Revised exhibit to Maintenance Agreement between the District and Sunterra Property Owners Association, Inc.
- EXHIBIT F Report from Silt Solutions, Inc.; Proposal
- EXHIBIT G Rate Order
- EXHIBIT H KGA Landscape Architect Report
- EXHIBIT I K&W Landscape Architect Report
- EXHIBIT J KH Landscape Architect Report
- EXHIBIT K Bookkeeper's Report; Operating Budget
- EXHIBIT L Security Patrol Report
- EXHIBIT M Memorandum provided by Schwartz, Page & Harding, L.L.P.

Exhibit A



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forvis.com

May 13, 2024

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

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

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

- Terms and Conditions Addendum

Summary Scope of Services

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

Harris County Municipal Utility District No. 569

- Audit Services for the year ended May 31, 2024

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

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

We understand the Board of Directors (Board) is designated to be responsible and accountable for overseeing the performance of nonattest services, and you have determined the Board is qualified to conduct such oversight.

Engagement Fees

The fee for our services will be \$14,500, plus an administrative fee of \$1,000 to cover items such as report production, copies, postage and other delivery charges, supplies, technology-related costs such as software licensing, user access, and research tools, and similar expense items. In addition, fees for the review of a preliminary official statement, official statement, and the agreement to the reproduction of our audit opinion in the official statement for any new bond sales during the period will be in the range of \$2,000 to \$2,500.

The fees for our services in assisting with the accounting for capital asset construction activity and preparation of depreciation schedules will be invoiced on an hourly basis. We will communicate with you if anticipated fees exceed \$2,000.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt.

Assistance with New Standards

Assistance and additional time as a result of the adoption of the following new standards are not included within our standard engagement fees. These fees will be based on time expended and will vary based on the level of assistance and procedures required.

Accounting Standards Update (ASU) 2016-02, Leases (Topic 842), changes the accounting for leases, including balance sheet recognition of operating lease liabilities and right-of-use assets, and increases the related presentation and disclosure requirements.

This standard can be adopted in different manners affecting your presentation (a modified retrospective or alternative transition method). ASU 2016-02 is effective for annual reporting periods beginning after June 15, 2021.

We can assist you with the adoption of ASU 2016-02 by providing services which may include, but are not limited to:

- Assisting with changes required to adopt ASU 2016-02, including:
 - Assisting with information gathering to develop an inventory of all lease agreements, service contracts, and other arrangements that may contain right-of-use assets
 - Recommending enhancements to existing controls and policies or suggesting new controls and policies to address the lease standard
 - Assisting with documenting any changes made by management from your previous lease recognition and reporting methods
 - Drafting the required disclosures

Contract Agreement

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

FORVIS, LLP

FORVIS, LLP

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

BY  _____
Board President

DATE 5/13/24

Scope of Services – Audit Services

We will audit the basic financial statements and related disclosures for the following entity with the objective of expressing an opinion on the financial statements:

Harris County Municipal Utility District No. 569 as of and for the year ended May 31, 2024.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion.

This audit will encompass all funds of Harris County Municipal Utility District No. 569.

We will also provide you with the following nonattest services:

- Preparing depreciation schedules based on your assignment of depreciable lives and methods
- Preparing a draft of the financial statements and related notes

Brian Krueger is responsible for supervising the engagement team and authorizing the signing of the report or reports.

We will issue a written report upon completion of our audit, addressed to the following parties:

Entity Name

Harris County Municipal Utility District No. 569

Party Name

Board of Directors

Municipal utility districts, by their nature, depend on services from consultants, attorneys, and others to carry out the administration of the district and require sharing of information among these service providers along with specific regulatory or other parties. You authorize us and our representatives to provide documents, reports, and information to the distribution list provided by the Board or the District's representatives, which may include attorneys, engineers, bookkeepers, developers, tax collectors, operators, agents, and other consultants, along with auditors of other districts that share operations or facilities with the district.

The following apply for the audit services described above:

**Our
Responsibilities**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). We will exercise professional judgment and maintain professional skepticism throughout the audit.

We will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

**Limitations and
Fraud**

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and FORVIS.

Opinion

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph(s) to our auditor's report, or if necessary, decline to express an opinion or withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

**Your
Responsibilities**

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the accuracy and completeness of all information provided and for the following:

- **Audit Support** – to provide us with:
 - Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance, and component auditors) from whom we determine it necessary to obtain audit evidence
 - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures

- Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
- Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financials
- Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
- Additional information that we may request for the purpose of the audit
- **Internal Control and Compliance – for the:**
 - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
 - Alignment of internal control to ensure that appropriate goals and objectives are met, that management and financial information is reliable and properly reported and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs) applicable to the entity's activities is achieved
 - Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts, or other agreements reported by the auditor
 - Establishment and maintenance of processes to track the status and address findings and recommendations of auditors
- **Accounting and Reporting – for the:**
 - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
 - Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
 - Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (or other basis if indicated in the contract)
 - Inclusion of the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us
 - Distribution of audit reports to any necessary parties

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements or fully meet other reasonable user needs.

**Written
Confirmations
Required**

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

**Preserving
Future
Independence**

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

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

Notice Required

As indicated in the Terms and Conditions Addendum, any time you intend to reference our firm name in any manner in any published materials, including on an electronic site, you agree to provide us with draft materials for our review and approval before publishing or posting such information. However, no notice is required for filings with the Texas Commission on Environmental Quality (TCEQ), with required information repositories, the Texas Attorney General's Office, and cities, as required by statute or regulation.

FORVIS, LLP Terms and Conditions Addendum

GENERAL

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

BILLING, PAYMENT, & TERMINATION

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

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

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

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

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

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold FORVIS harmless from any and all claims which arise from knowing misrepresentations to FORVIS, or the intentional withholding or concealment of information from FORVIS by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. To the extent allowed by law, but without any requirement that You establish or maintain a separate interest and sinking fund therefore, You also agree to indemnify FORVIS for any claims made against FORVIS by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.
7. **Statute of Limitations.** [Deleted]
8. **Limitation of Liability.** You agree that FORVIS' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the gross negligence or intentional or willful misconduct of FORVIS or if enforcement of this provision is disallowed by applicable law or professional standards.
9. **Waiver of Certain Damages.** Except with respect to claims of gross negligence or intentional or willful misconduct, or a breach of confidentiality, in no event shall FORVIS be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such

damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.

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

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

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

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

information, can be terminated at any time and You will not rely on using this to host Your data and records.

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

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

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

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

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

You are confidential and proprietary to Us. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

20. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

21. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "FORVIS, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. FORVIS, LLP also has not performed any procedures relating to this offering document."

22. **FORVIS Not a Municipal Advisor.** FORVIS is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, FORVIS is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by FORVIS.

23. **FORVIS Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

TECHNOLOGY

24. **Electronic Sites.** In the event You place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those

charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site, You agree to notify Us. You recognize that We have no responsibility to review information contained in electronic sites.

25. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

26. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

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

OTHER MATTERS

27. **Cooperation.** You agree to cooperate with FORVIS in the performance of FORVIS' services to You, including the provision to FORVIS of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.

28. **Third-Party Service Providers.** FORVIS may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. FORVIS maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In

addition, FORVIS will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to FORVIS sharing Your confidential information with the third-party service provider.

29. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor FORVIS shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
30. **Use of FORVIS Name.** Any time You intend to reference FORVIS' firm name in any manner in any published materials, other than in connection with Our audit report or other deliverables, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
31. **Praxity.** FORVIS is an independent accounting firm allowed to use the name "Praxity" in relation to its practice. FORVIS is not connected, however, by ownership with any other firm using the name "Praxity." FORVIS will be solely responsible for all work carried out on Your behalf. In deciding to engage FORVIS, You acknowledge that We have not represented to You that any other firm using the name "Praxity" will in any way be responsible for Our work.
32. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and FORVIS and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and FORVIS.
33. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.
34. **Representations.** (a) As required by Chapter 2271, Texas Government Code, We represent that We, including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Us, do not boycott Israel and will not boycott Israel through the term of this engagement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.

(b) Pursuant to Chapter 2252, Texas Government Code, We represent and certify that, at the time of execution of this contract, neither We, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

(c) To the extent the engagement to which this Terms and Conditions Addendum is attached has a value of \$100,000 or more, pursuant to 2276, as amended, We hereby verify that We, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Us, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code.

(d) To the extent the engagement to which this Terms and Conditions Addendum is attached has a value of \$100,000 or more, pursuant to Section 2274.002, Texas Government Code, as amended, We hereby verify that We, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Us: (i) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. As used in the foregoing verifications, "discriminate against a firearm entity or trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code, as amended.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

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

FORVIS, LLP
Houston, TX United States

Certificate Number:
2024-1159322

Date Filed:
05/09/2024

Date Acknowledged:

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

Harris County Municipal Utility District No. 569

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

05132024

Audit of the District's financial statements for the fiscal year ended May 31, 2024

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

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

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

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

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

Executed in HARRIS County, State of TEXAS, on the 13th day of MAY, 2024.
(month) (year)

Brian K. Krueger

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

FORVIS, LLP
Houston, TX United States

Certificate Number:
2024-1159322

Date Filed:
05/09/2024

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

Harris County Municipal Utility District No. 569

Date Acknowledged:
05/23/2024

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

05132024

Audit of the District's financial statements for the fiscal year ended May 31, 2024

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

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Exhibit B

TAX COLLECTOR'S OATH

Harris Co. MUN#569 }

STATE OF TEXAS

COUNTY OF Harris }

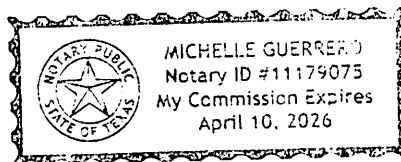
BRENDA MCLAUGHLIN, BEING duly sworn, states that she is the Tax Collector for the above named taxing unit and that the foregoing contains a true and correct report, accounting for all taxes collected on behalf of said taxing unit during the month therein stated.

Brenda McLaughlin
BRENDA MCLAUGHLIN

SWORN TO AND SUBSCRIBED BEFORE ME, this 8th day of May, 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

4/30/2024

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>175,912.72</u>	<u>960,491.34</u>

Total Taxes Receivable	\$	988,455.08	
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Prior Years Taxes Collected	\$	27,963.74	
2023 Taxes Collected (99.4%)		<u>955,021.43</u>	<u>982,985.17</u>

Taxes Receivable at: 4/30/2024	\$	<u>5,469.91</u>	
---------------------------------------	-----------	------------------------	--

2023 Receivables:

Maintenance	3,281.95
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Contract	2,187.96
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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 4/2024	Fiscal to Date 6/01/2023 - 4/30/2024
Beginning Cash Balance	\$ 154,707.43	11,437.11
Receipts:		
Current & Prior Years Taxes	21.45-	982,985.17
Penalty & Interest		11,889.71
Tax Certificates		140.00
Overpayments		13,494.78
Void Checks		1,195.73
Funds Pending Certification		1,238.70
Refund - due to adjustments	21.45	21.45
TOTAL RECEIPTS	\$	1,010,965.54
Disbursements:		
CAD Quarterly Assessment		4,232.00
CAD Cost, Estimate of value		537.80
Publications, Legal Notice		850.90
Refund - due to overpayments	1,036.64	14,690.51
Tax A/C Bond Premium		50.00
Transfer to General Fund	80,705.44	598,025.73
Tax Assessor/Collector Fee	1,048.00	7,692.00
Transfer to Contract Fund	50,000.00	370,000.00
Computer Cost		30.00
Postage/Deliveries	107.63	942.56
Supplies	125.76	355.54
Tax Certificates		140.00
Audit Preparation		250.00
Additional Services - BLI		375.00
Records Maintenance	30.00	120.00
Copies	359.09	1,258.12
Envelopes - Original Stmts		252.12
Duplicate Statements		10.00
Mileage Expense	6.70	72.50
Envelopes - Feb Delinq Stmts	42.90	42.90
Check Cost		14.70
Positive Pay	25.00	250.00
SB2 Webpage		660.00
Tax Code 26.16 & 26.17		330.00
TOTAL DISBURSEMENTS	(\$ 133,487.16)	(1,001,182.38)
CASH BALANCE AT: 4/30/2024	\$ 21,220.27	21,220.27

HARRIS COUNTY M.U.D. #569

Disbursements for month of May, 2024

Check #	Payee	Description	Amount
1036	Lamb Cheryl M	Refund - due to adjustments	\$ 21.45
1037	Bob Leared	Tax Assessor/Collector Fee	1,335.73
TOTAL DISBURSEMENTS			\$ 1,357.18
Remaining Cash Balance			\$ 19,863.09

Stellar Bank

HARRIS COUNTY M.U.D. #569

HISTORICAL COLLECTIONS DATA

Year	Collections Month Of 4/2024	Adjustments To Collections 4/2024	Total Tax Collections at 4/30/2024	Total Taxes Receivable at 4/30/2024	Collection Percentage
2023		21.45-	955,021.43	5,469.91	99.431
2022			96,910.94		100.000

(Percentage of collections same period last year 100.000)

HARRIS COUNTY M.U.D. #569

HISTORICAL TAX DATA

Year	Taxable Value	SR/CR	Tax Rate	Adjustments	Reserve for Uncollectibles	Adjusted Levy
2023	64,032,659	08 / 08	1.500000	175,912.72		960,491.34
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	576,294.80	.600000	384,196.54
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

\$ 21.45 - REPORTED AS TAXES COLLECTED ON PRIOR REPORT. TRANSFERRED TO
REFUNDS DUE TO ADJ# 8-2023 TAXES, #0344-005-0170

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
4/2024	/ CORR 008	21.45-
TOTAL		175,912.72

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 C

Harris County MUD #569

OPERATIONS REPORT

May 13, 2024

submitted by



MUNICIPAL
DISTRICT
SERVICES

I. Billing and Collections

Connections	4/24/2024	Billed Usage (in 1.0 MG)
Residential:	238	Residential:
Builder:	291	Builder:
Commercial:	0	Commercial:
Irrigation:	8	Irrigation:
Temporary:	5	Temporary:
Rec Center:	0	Rec Center:
Vacant:	12	Vacant:
MultiFamily	1	Accountability Only:
Total Connections:	555	Finals/Transfers:
		Total Billed Usage:

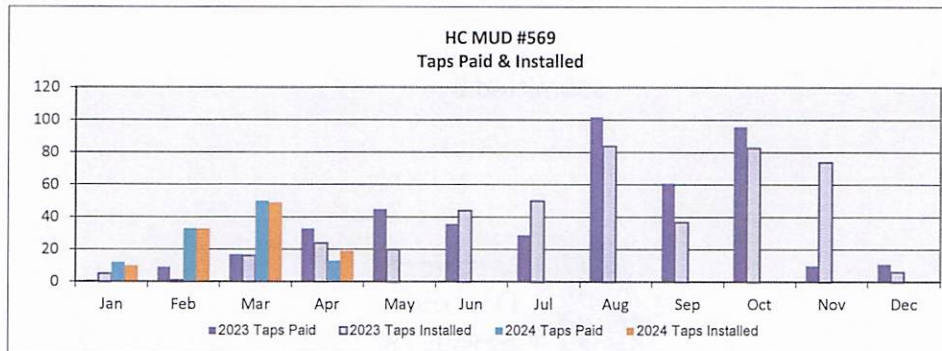
Billing as of	4/24/2024	Collections as of	5/1/2024
Penalty:	\$1,175.50	Penalty:	\$1,305.22
Water:	\$36,660.80	Water:	\$39,709.53
Sewer:	\$25,100.59	Sewer:	\$20,915.49
Deposit:	\$16,700.00	Deposit:	\$54,224.96
Backflow Annual Fee:	\$0.00	Backflow Annual Fee:	\$80.00
Back Charge:	\$15,978.52	Back Charge:	\$11,659.15
Inspection Fee:	\$172.00	Inspection Fee:	\$992.17
Rental Meter Fee:	\$560.00	Rental Meter Fee:	\$300.00
Transfer Fee:	\$2,480.00	Returned Pmt Fee:	\$30.00
Arrears:	\$30,690.09	Reconnect Fee:	\$60.00
Credits:	(\$5,160.40)	Delinquent Letter Fee:	\$263.89
Net Receivable:	\$124,357.10	Transfer Fee:	\$2,901.81
		Deposits Applied:	\$21,500.00
		Total Collections:	\$153,942.22

Customer Aged Receivables

30 Day:	\$34,717.96
60 Day:	\$5,134.58
90 Day:	\$3,669.13
Overpayments:	(\$11,656.08)
Total Receivables:	\$31,865.59

II. Tap Activity

- Taps installed in the month of April: 19
- Total taps installed to date: 555



III. Repairs & Maintenance Over \$1,000

Repairs & Maintenance during the month included:

- Replaced fire hydrant at 27102 Breakaway Ln.
- Repaired service line leak at 5806 Roebuck Bay Dr.
- Repaired main line leak at 27114 Breakaway Ln.
- Hydro-jetted district line to clear blockage and repaired sanitary sewer line at 27142 River Birch Ridge Dr.
- Transferred sewage from collection system.

IV. Action Items

Consider and approve:

- Review confidential customer report of delinquent accounts scheduled for termination, pursuant to the Rules and Regulations of the District's Rate Order.
- Annual Consumer Confidence Report.

Sunterra Tap Fee Activity

Tap Fees Paid as of 5/2/2024	HC569 Total	HWC4 Total	HWC5 Total	WC35 Total	WC37 Total	Grand Total
Builder		HOA/COM				
		1				1
ADAMS HOMES LONE STAR LLC			54			54
ANGLIA HOMES,LP	3		1		47	51
ASHTON WOODS HOMES	25		45		119	189
BEAZER HOMES C/O RADIUSPOINT DEPT 1	89					89
BRIGHTLAND HOMES	28		85	40	26	179
CASTLEROCK	3		42		35	80
CHESMAR HOMES	1		88		31	120
COLINA HOMES			79		8	87
DAVIDSON HOMES LLC	1				79	80
DL MEACHAM CONSTRUCTION			1			1
DR HORTON	2		26	231	129	388
EHT OF TEXAS, LP			70			70
EVERGREEN LIFESTYLES MANAGEMENT/ SU			2		6	8
GBFR SUNTERRA LP	1					1
HAMILTON THOMAS			24			24
HIGHLAND HOMES			112			112
HISTORY MAKER HOMES	1		90		32	123
KATY 1093 LTD			1			1
KB HOMES	1		1	22	112	136
LENNAR HOMES	246		112	68	106	532
LGI HOMES GROUP LLC	1				34	35
LONG LAKE, LTD	26				77	103
MILLIS DEVELOPMENT & CONSTRUCTION	1					1
NUWAY HOMES TEXAS LP	65		88		21	174
ONM LIVING			114			114
PERRY HOMES			75			75
PULTE HOMES, LP			283			283
SHEA HOMES HOUSTON			76			76
STARLIGHT HOMES-	61					61
SUNTERRA POA	10		31	5	13	59
TRICOAST HOMES	1				20	21
TRIPLE C LANDSCAPES			3			3
WESTIN HOMES	2		32	22	49	105
Grand Total	568	1	1535	388	944	3436

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

CONFIDENTIAL REPORT

May 13, 2024

submitted by
Municipal District Services, LLC



DELINQUENT LETTER ACCOUNTS LISTING - DUE 05/13/2024

District: 17

HARRIS COUNTY MUD 569

Select Status... Arrears Only

Date: 05/03/2024

Page: 1

Account	* Name	Service Address	Total Arrears	Total Current	Letter Due	Deposit
017-00574-01			101.95	104.50	217.45	250.00
017-00588-01			202.42	104.50	317.92	250.00
017-00702-00			146.85	134.60	292.45	250.00
017-00770-00			146.85	104.50	262.35	250.00
017-00916-00			146.85	104.50	262.35	250.00
017-00988-00			146.85	104.50	262.35	250.00
017-00992-00			146.85	104.50	262.35	250.00
017-00994-00			146.85	104.50	262.35	250.00
017-01002-00			146.85	191.67	349.52	250.00
017-01008-00			147.71	121.70	280.41	250.00
017-01692-00			146.85	104.50	262.35	250.00
017-01696-00			148.94	104.50	264.44	250.00
017-01698-00			146.85	104.50	262.35	250.00
017-01700-00			146.85	104.50	262.35	250.00
017-01702-00			146.85	104.50	262.35	250.00
017-01704-00			146.85	104.50	262.35	250.00
017-01708-00			146.85	228.31	386.16	250.00
017-01716-00			146.85	104.50	262.35	250.00
017-01722-00			146.85	104.50	262.35	250.00
017-01724-00			146.85	104.50	262.35	250.00
017-01726-00			146.85	104.50	262.35	250.00
017-01764-00			148.94	104.50	264.44	250.00
017-01788-00			146.85	191.50	349.35	250.00
017-01800-00			148.94	104.50	264.44	250.00
017-01734-01			391.42	104.50	506.92	250.00
017-00320-01			333.95	104.50	449.45	250.00
017-00080-01			453.10	104.50	568.60	350.00
017-01190-01			125.95	104.50	241.45	250.00
017-00034-01			383.76	108.80	503.56	250.00
017-00086-00			230.59	104.50	346.09	250.00
017-00520-00			114.95	104.50	230.45	250.00
017-01906-01			114.95	104.50	230.45	250.00
017-01650-01			472.26	104.50	587.76	350.00
017-00362-01			114.95	104.50	230.45	250.00
017-02078-01			379.93	104.50	495.43	250.00
017-00346-00			746.52	104.50	862.02	250.00
017-00396-00			61.30	104.50	176.80	250.00
017-00428-00			65.14	104.50	180.64	250.00
017-00444-00			130.27	104.50	245.77	250.00
017-01912-01			333.95	104.50	449.45	250.00
017-01890-01			602.04	104.50	717.54	350.00
017-01844-01			372.26	104.50	487.76	250.00
017-00604-01			402.92	104.50	518.42	250.00
017-00484-01			119.68	108.80	239.48	250.00
017-01860-01			124.41	104.50	239.91	250.00

Items Count:

45

Exhibit D



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

May 13, 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 April 8, 2024

Dear Directors:

This report summarizes our activities during the past month:

10a. 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 63 & 64 WS&D Facilities (Astro):

- i. The construction plans are approved.
- ii. We received three (3) bids for the WS&D project on April 5, 2024. TexaSite, LLC submitted to low bid for Base Bid + Alternates in the amount of \$1,282,675.20. We have worked with TexaSite in the past and find them to be an acceptable contractor. We recommend awarding the project to TexaSite, LLC.

Action Item: Award the WS&D contract to TexaSite, LLC.

b) Sunterra Section 63 & 64 Paving Facilities (Astro):

- i. The construction plans are approved.
- ii. We received seven (7) bids for the Paving project on May 1, 2024. Allgood Construction Company LLC submitted the lowest bid in the amount of \$1,116,708.03. We have worked with Allgood in the past and find them to be an acceptable contractor. We recommend awarding the project to Allgood.

Action Item: Award the Paving contract to Allgood Construction Company, LLC.

10b. Status of construction contracts, including the approval of any pay estimates, change orders and/or acceptance of facilities for operation and maintenance purposes, and authorize acceptance of TEC Form 1295:

a) Sunterra Section 45 WS&D Facilities:

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

WS&D Revised Contract Amount - \$1,191,369.00

WS&D Contractor: Gonzalez Construction

Pay Estimate No. 2: \$768,185.54

Change Order No. 1: \$60,306.24

- i. No Pay Application was submitted this month.

Action Item: None



QUIDDITY

b) Sunterra Section 45 Paving Facilities:

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

Pay Estimate No. 2: \$919,280.40

Paving Revised Contract Amount - \$

Change Order No. 1: \$

Paving Contractor: Durwood Greene Construction Co.

- i. We will present Pay Estimate No. 3 in the amount of \$55,068.16 for the Board's approval.
- ii. We have submitted the inspection package to Harris County and are awaiting the inspection.

Action Item: Approval of Pay Estimate No. 3

c) Sunterra Section 51 WS&D Facilities:

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

Pay Estimate No. 2: \$39,825.00

WS&D Revised Contract Amount - \$

Change Order No. 1: \$

WS&D Contractor: TexaSite, LLC

- i. Contractor is complete. Awaiting Harris County to schedule the final inspection.

Action Item: None

d) Sunterra Section 51 Paving Facilities:

Paving Original Contract Amount – \$617,003.50

Pay Estimate No. 3: \$42,219.92

Paving Revised Contract Amount - \$

Change Order No. 1: \$

Paving Contractor: A&M Contractors, Inc.

- i. Contractor is complete. Awaiting Harris County to schedule the final inspection.

Action Item: None

e) Sunterra Section 52 WS&D Facilities:

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

Pay Estimate No. 1: \$377,743.50

WS&D Revised Contract Amount - \$

Change Order No. 1: \$

WS&D Contractor: TexaSite, LLC

- i. Contractor is complete. Awaiting Harris County to schedule the final inspection.

Action Item: None

f) Sunterra Section 52 Paving Facilities:

Paving Original Contract Amount – \$684,481.00

Pay Estimate No. 5: \$47,464.08

Paving Revised Contract Amount - \$

Change Order No. 1: \$

Paving Contractor: A&M Contractors, Inc.

- i. Contractor is complete. Awaiting Harris County to schedule the final inspection.

Action Item: None

g) Sunterra Section 57 WS&D Facilities:

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

Pay Estimate No. 1: \$973,569.92

WS&D Revised Contract Amount - \$

Change Order No. 1: \$

WS&D Contractor: Gonzalez Construction Enterprises, Inc.

- i. No Pay Application was submitted this month.
- ii. Contractor is working on second stage utilities.

Action Item: None



QUIDDITY

h) Sunterra Section 57 Paving Facilities:

Paving Original Contract Amount – \$659,000.00

Pay Estimate No. 1: \$59,773.50

Paving Revised Contract Amount - \$

Change Order No. 1: \$

Paving Contractor: Daco Paving, Inc.

- i. We will present Pay Estimate No. 2 in the amount of \$459,138.96 for the Board's approval.
- ii. We will present Change Order No. 1 for adjustments to quantities for subgrade stabilization in the amount of \$-22,112.85 for the Board's approval.

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

i) Sunterra Section 58 WS&D Facilities:

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

Pay Estimate No. 2: \$277,199.36

WS&D Revised Contract Amount - \$

Change Order No. 1: \$

WS&D Contractor: Principal Services, Ltd.

- i. No Pay Application was submitted this month.
- ii. Contractor is working on second stage utilities.

Action Item: None

j) Sunterra Section 58 Paving Facilities:

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

Pay Estimate No. 1: \$68,028.57

Paving Revised Contract Amount - \$

Change Order No. 1: \$

Paving Contractor: Daco Paving, Inc.

- i. We will present Pay Estimate No. 2 in the amount of \$710,060.37 for the Board's approval.
- ii. We will present Change Order No. 1 for adjustment of quantities for subgrade stabilization in the amount of \$-38,595.93 for the Board's approval.

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

k) Sunterra Section 59 WS&D Facilities:

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

Pay Estimate No. 1: \$

WS&D Revised Contract Amount - \$

Change Order No. 1: \$

WS&D Contractor: Principal Services, Ltd.

- i. We will present Pay Estimate No. 1 in the amount of \$718,282.31 for the Board's approval.
- ii. Contractor is working on second stage utilities.

Action Item: Approval of Pay Estimate No. 1

l) Sunterra Section 59 Paving Facilities:

Paving Original Contract Amount - \$750,247.98

Pay Estimate No. 1: \$39,106.80

Paving Revised Contract Amount - \$

Change Order No. 1: \$

Paving Contractor: De Crosta Construction, LLC

- i. No Pay Application was submitted this month.
- ii. Contractor is working on final lot grading and signage.

Action Item: None



m) Sunterra Section 60 WS&D Facilities:

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

Pay Estimate No. 1: \$

WS&D Revised Contract Amount - \$

Change Order No. 1: \$

WS&D Contractor: Blazey Construction Services, LLC

- i. Contractor is complete with first stage utilities.
- ii. We will present Pay Estimate Nos. 1 & 2 in the amount of \$193,721.09 & \$470,790.58 for the Board's approval.

Action Item: Approval of Pay Estimate Nos. 1 & 2

n) Sunterra Section 60 Paving Facilities:

Paving Original Contract Amount - \$647,165.69

Pay Estimate No. 1: \$

Paving Revised Contract Amount - \$

Change Order No. 1: \$

Paving Contractor: Allgood Construction Company, LLC

- i. Contractor has cut streets and started stabilization.
- ii. We will present Pay Estimate No. 1 in the amount of \$25,324.56 for the Board's approval.

Action Item: Approval of Pay Estimate No. 1

o) Sunterra Section 61 WS&D Facilities:

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

Pay Estimate No. 1: \$

WS&D Revised Contract Amount - \$

Change Order No. 1: \$

WS&D Contractor: A&M Contractors, Inc

- i. Contractor is complete with first stage utilities.
- ii. We will present Pay Estimate No. 1 in the amount of \$170,199.00 for the Board's approval.

Action Item: Approval of Pay Estimate No. 1

p) Sunterra Section 61 Paving Facilities:

Paving Original Contract Amount - \$531,374.98

Pay Estimate No. 1: \$

Paving Revised Contract Amount - \$

Change Order No. 1: \$

Paving Contractor: Allgood Construction Company, LLC

- i. Contractor has cut streets and started stabilization.
- ii. We will present Pay Estimate No. 1 in the amount of \$50,426.61 for the Board's approval.

Action Item: Approval of Pay Estimate No. 1

q) Sunterra Section 62 WS&D Facilities:

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

Pay Estimate No. 1: \$

WS&D Revised Contract Amount - \$

Change Order No. 1: \$

WS&D Contractor: Fellers & Clark, LP

- i. Contractor is complete with first stage utilities.
- ii. We will present Pay Estimate Nos. 1 & 2 in the amount of \$203,313.78 & \$1,195,756.21 for the Board's approval.

Action Item: Approval of Pay Estimate Nos. 1 & 2



QUIDDITY

r) Sunterra Section 62 Paving Facilities:

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

Pay Estimate No. 1: \$

Paving Revised Contract Amount - \$

Change Order No. 1: \$

Paving Contractor: De Crosta Construction, LLC

- i. Contractor is complete with street cut and is pouring concrete.
- ii. We will present Pay Estimate No. 1 in the amount of \$57,110.80 for the Board's approval.

Action Item: Approval of Pay Estimate No. 1

10c. Acceptance of site and/or easement conveyances for facilities constructed or to be constructed for the District:

- a) **Special Warranty Deed (Recreational Sites in Sunterra Sections 45, 51, and 52): Approval to accept the**

10d. Review and approval of Stormwater Quality Management Plans related to construction Contracts.

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

10e. Status of acceptance by Harris County of Streets for maintenance; authorize any action required in connection therewith.

- a) **Sunterra Sec 33:** 1-year inspection has been requested.
- b) **Sunterra Sec 35:** 1-year inspection has been requested.
- c) **Sunterra Sec 37:** 1-year punchlist has been addressed and reinspection was requested.
- d) **Sunterra Sec 39:** 1-year inspection occurred. County issued a punchlist and contractor submitted a price for non-warranty items in the amount of \$6,000.00.

Action: We request approval from the Board for the contractor to perform the work.

- e) **Sunterra Sec 40:** 1-year warranty is complete, and roads are now in County maintenance.
- f) **Sunterra Sec 41:** 1-year warranty is complete, and roads are now in County maintenance.

10f. Status of the Summary of Costs for Series 2024 WS&D Bonds and BAN.

- a) **Awaiting the review by the TCEQ. We have received the DAC letter and the Pre-Purchase Inspection letter.**

10g. Consider Engineering proposals for the upcoming bonds.

- a) **Preparation of Summary of Costs for the Series 2024 Unlimited Tax Road Bonds ("2024 Road Bonds") for Lump Sum fee of \$20,500.**
- b) **Preparation of Bond Application Report No. 2 for the WS&D Bonds for Lump Sum fee of \$66,000.**



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\05 - May\HARRIS COUNTY MUD NO. 569
ENGINEERING REPORT.docx

Exhibit E

Exhibit A
Facilities

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

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

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

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

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

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

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

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

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

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

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

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

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

AGREED to and accepted, to be effective the 13th day of May, 2024.

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 569		SUNTERRA PROPERTY OWNERS ASSOCIATION, INC.
By:		By:
Title: President, Board of Directors		Title: _____

Exhibit F

Harris County MUD 569

Inspection Date	Section #	Total Inspected	Total Out of Compliance	Builders Out of Compliance per Section
4/16/2024	33	2	0	
4/22/2024	33	2	0	
4/30/2024	33	1	0	
5/6/2024	33	1	0	
4/16/2024	35	9	5	Ashton Starlight (5)
4/22/2024	35	9	1	Ashton Starlight (1)
4/30/2024	35	4	0	
5/6/2024	35	4	0	
4/16/2024	36	9	4	Gehan (4)
4/22/2024	36	9	4	Gehan (3) Anglia (1)
4/30/2024	36	9	3	Gehan (3)
5/6/2024	36	8	5	Gehan (4) Anglia (1)
4/16/2024	38	20	13	Nuway (12) Lennar (1)
4/22/2024	38	25	13	Long Lake (1) Nuway (12)
4/30/2024	38	20	5	Long Lake (1) Nuway (4)
5/6/2024	38	23	5	Nuway (5)
4/16/2024	39	22	4	Lennar (4)
4/22/2024	39	22	14	Lennar (14)
4/30/2024	39	22	8	Lennar (8)
5/6/2024	39	21	3	Lennar (3)
4/16/2024	40	19	8	Castle Rock (3) Nuway (5)
4/22/2024	40	19	9	Castle Rock (4) Nuway (4) Ashton (1)
4/30/2024	40	19	14	CastleRock (6) Nuway (6) Ashton (2)
5/6/2024	40	19	8	CastleRock (4) Nuway (4)
4/16/2024	42	5	2	Beazer (2)
4/22/2024	42	5	1	Beazer (1)
4/30/2024	42	7	1	Beazer (1)
5/6/2024	42	7	1	Beazer (1)
4/16/2024	43	3	0	
4/22/2024	43	3	0	
4/30/2024	43	4	2	Beazer (2)
5/6/2024	43	4	2	Beazer (2)
4/16/2024	44	13	2	Beazer (2)
4/22/2024	44	13	3	Beazer (3)
4/30/2024	44	13	0	
5/6/2024	44	12	1	Beazer (1)
4/16/2024	45	0	0	Open Lots
4/22/2024	45	0	0	Open Lots
4/30/2024	45	0	0	Open Lots
5/6/2024	45	0	0	Open Lots



Harris County MUD 569

Inspection Date	Section #	Total Inspected	Total Out of Compliance	Builders Out of Compliance per Section
4/16/2024	51	0	0	Open Lots
4/22/2024	51	0	0	Open Lots
4/30/2024	51	0	0	Open Lots
5/6/2024	51	0	0	Open Lots
4/16/2024	52	0	0	Open Lots
4/22/2024	52	0	0	Open Lots
4/30/2024	52	0	0	Open Lots
5/6/2024	52	0	0	Open Lots

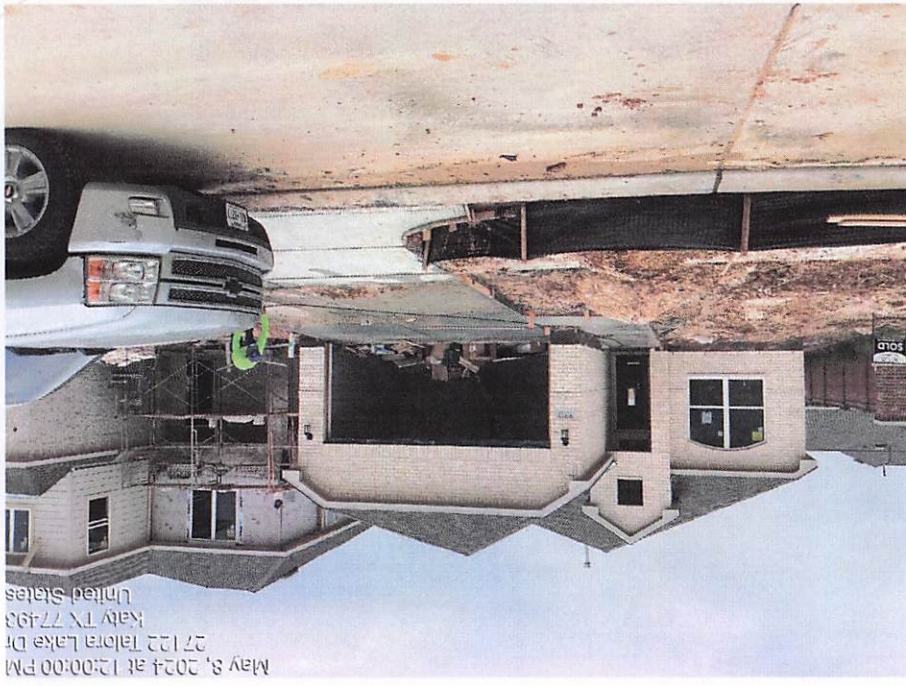
SWPPP Inspections Harris County MUD 569

Sunterra Subdivision
Inspection Photo's
May 2024 MUD Meeting

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



Sec 38 Blk 2 Lot 1



Sec 33 Blk 2 Lot 6



Sec 35 Blk 4 Lot 14



Sec 36 Blk 3 Lot 7



Sec 39 Blk 3 Lot 6



Sec 40 Blk 1 Lot 8



Sec 42 Blk 1 Lot 16



Sec 44 Blk 5 Lot 16



SWPPP PROPOSAL

PROJECT: Sunterra Home Construction

Harris County MUD No. 569

Emergency Trash Pickup

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

Emergency Trash Pickup		Qty	UOM	Unit Cost	Item Total
1	Trash Pickup on lots that are not in compliance according to the TCEQ Good Housekeeping Guidelines and have received prior notice. *Price is per lot and per weekly pickup as needed.	1	WK/LOT	\$500.00	\$500.00
					\$500.00

TOTAL	\$500.00
--------------	-----------------

SILT SOLUTIONS, INC.

Authorized Representative (Contractor)

Signature: _____

Name: Tim Meaux

Title: President

Date: 4/3/2024

Customer: Harris County MUD No. 569

Signature: _____

Title: _____

Date: _____

Exhibit G

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 569

RATE ORDER

Dated: May 13, 2024

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Exhibit "A" - Service Inspection Certification Form
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RATE ORDER

WHEREAS, HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 569 (the "District") owns water, sanitary sewer and storm sewer systems designed to serve present and future inhabitants within the District; and

WHEREAS, it is necessary that fees, charges and conditions be ratified and established for service provided by said systems and for other services provided by the District; and

WHEREAS, the Board of Directors has carefully considered the matter and is of the opinion that the following conditions should be established for service from the District and for the protection of the District's water, sanitary sewer and storm sewer systems and other District facilities, appurtenances and property; Now, Therefore,

BE IT ORDERED BY THE BOARD OF DIRECTORS OF HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 569, THAT THE FOLLOWING RATE ORDER IS HEREBY ADOPTED. Any Rate Order, and amendments thereto, heretofore adopted by the Board of Directors establishing rates for water and sewer service and pertaining to related matters shall be revoked on May 13, 2024, the effective date of this Rate Order (hereafter referred to as "Order").

Section 1. Definitions. For purposes of this Order, in addition to terms defined elsewhere herein, the following words or terms shall have the following meanings:

1.01. "Alternative Payment Services" shall mean one or more programs through which a Customer may pay for water and sanitary sewer services provided by the District, other than a payment by cash, cashier's check, check, or money order submitted directly by Customer, and which programs are offered to Customers through third party service providers and coordinated by the District's Operator. These Alternative Payment Services may include one or more of the following or others: (a) check by phone, (b) on-line payment by credit or debit card, (c) on-line bill payment through Customer's bank, and (d) payment by Customers at local retail outlets.

1.02. "Apartment(s)" shall mean dwelling structure(s) containing multiple dwelling units and shall include apartments, townhouses, condominiums and multiplexes.

1.03. "Builder" shall mean any person, firm, corporation or other entity, whether the property owner or other, constructing Residential, Apartment or Commercial aboveground improvements within the District.

1.04. "Commercial" shall mean and include any office building, hotel, retail store, clubhouse (excluding a clubhouse at a Park and Recreational facility), warehouse, service station, or other establishment rendering a service or offering a product for sale to the public, and any establishment not generally considered a single-family residence, including, except where specifically stated otherwise in this Order, an Apartment or Park and Recreational facility.

1.05. "Commercial Waste" shall mean liquid carried sanitary sewage discharged from Commercial Customer Connections which is properly shredded and amenable to biological treatment and which may contain trace amounts of sand, grit, lubricants and other petroleum products commonly associated with Commercial establishments such as service stations and car wash facilities.

1.06. "Customer" shall mean the person, firm, corporation or other entity which receives District services pursuant to this Order for a Residential, Commercial, Apartment, Park and Recreational or other structure, whether the owner, renter, Builder or lessee thereof. Inasmuch as this Order hereinafter makes it mandatory for each such structure to be connected to the Water System and Sanitary Sewer System as soon as said Systems become operable, the term "Customer" shall mean and include the person, firm, corporation or other entity which requests District water and sanitary sewer services for such structure at the time service becomes available to said structure.

1.07. "Customer Connection" shall mean each separately metered Residential, Apartment, Park and Recreational, or Commercial facility that is physically connected to the Water System or Sanitary Sewer System, whether occupied or not, and where appropriate, shall refer to the point of physical connection of such facility to the Water System or Sanitary Sewer System.

1.08. "Customer Service Inspection Certification" shall mean the inspection and subsequent certification required to be provided to the District in the instances and in the manner set forth in this Order, and which shall be evidenced by the completion of a form in the form attached to this Order as Exhibit "A".

1.09. "Delinquent Bill" shall mean a bill for water and/or sanitary sewer service and/or other services, penalties and/or other charges of any nature imposed by the District, whether hereunder or pursuant to any Drought Contingency Plan or District order regulating waste including, without limitation, charges for solid waste collection and disposal services, for which payment in full (including, without limitation, all charges, penalties, additional security deposit as required, and late fees) has not been received before 5:00 p.m. of the twentieth (20th) day after the date of the bill (with respect to a regular monthly bill) or (with respect to delinquent or disconnection notices) before the date and time set forth in a notice from the District at an address specified therein for payment.

1.10. "District's Engineer" shall mean the person, firm or corporation which the District has engaged to provide engineering services for the District.

1.11. "District's Operator" shall mean the person, firm, corporation, municipal corporation or political subdivision with which the District has contracted for operation and maintenance of the Systems.

1.12. "Domestic Waste" shall mean liquid carried sanitary sewage discharged from Residential Customer Connections (including Apartments) which is properly shredded and amenable to biological treatment, which is normally discharged from Residential food preparation and bathroom facilities, and which has biological oxygen demand (5-day) and total suspended solids concentrations not exceeding 200 milligrams per liter.

1.13. "Drought Contingency Plan" shall mean any drought contingency or water conservation plan now in effect or hereafter adopted by the District.

1.14. "Extreme Weather Emergency". Extreme Weather Emergency shall mean a period when the previous day's highest temperature did not exceed 28 degrees Fahrenheit and the

temperature is predicted to remain at or below that level for the next 24 hours according to the nearest National Weather Service Report for the area within which the District is located. An Extreme Weather Emergency is deemed to have ended on the second business day that the temperature exceeds 28 degrees Fahrenheit.

1.15. "Fire Line" shall mean a water supply line installed or constructed for the sole purpose of providing water during a fire or other emergency.

1.16. "Health Hazard" shall mean a cross-connection, potential contamination hazard, or other situation involving any substance that could, in the opinion of the District, cause death, illness, or spread of disease, or which has a high probability of causing such effects if introduced into the District's potable drinking water supply.

1.17. "Illicit Discharge" shall mean any discharge to the District's Storm Sewer System that is not entirely composed of storm water and/or non-storm water discharges or flows from the sources listed under Section 5.03(a)(1) through (19) hereof.

1.18. "Industrial Waste" shall mean waste other than Commercial Waste and Domestic Waste.

1.19. "Nontaxable Entity" shall mean the owner of any property within the District that is exempt from the payment of ad valorem taxes levied by the District.

1.20. "Park and Recreational" shall mean landscaping in esplanades and green spaces within public rights-of-way or easements dedicated to a public body or non-profit homeowners association, landscaping in recreational areas owned and/or operated by a public body or non-profit homeowners association, and recreational facilities owned and/or operated by a public body or non-profit homeowners association existing primarily for the use and enjoyment of property owners and residents within the District.

1.21. "Residential" shall mean and include only single family residences (including those owned by Builders) and shall not include Apartments unless specifically stated herein to the contrary.

1.22. "Sanitary Sewer System" shall mean the sanitary sewage collection, treatment and disposal system of the District, and all extensions and additions thereto, whether now in place or hereafter constructed.

1.23. "Storm Sewer System" shall mean the municipal separate storm sewer system serving the District and any related detention facility or drainage channel, and all extensions and additions thereto, whether now in place or hereafter constructed.

1.24. "Systems", as used herein, shall mean the Water System, the Sanitary Sewer System and the Storm Sewer System of the District, collectively, including all extensions and additions thereto, whether now in place or hereafter constructed.

1.25. "Water System" shall mean the potable water supply and distribution system of the District, and all extensions and additions thereto, whether now in place or hereafter constructed.

Section 2. Initial Connections to Water System and Sanitary Sewer System ("Taps").

2.01. Requirement to Connect. Each structure within the District requiring water and/or sanitary sewer services shall be physically connected to the Systems as soon as the District has made water and sanitary sewer services available to such structure. It is the policy of the District that all properties within the District shall be physically connected to both the Water System and Sanitary Sewer System. In the event that both water and sanitary sewer services are not available to a property at the time a Customer Connection is applied for, the Board of Directors, in its sole discretion, may permit connection to the Water System or Sanitary Sewer System without requiring connection to both the Water System and Sanitary Sewer System upon determination that acceptable alternative water supply service or wastewater treatment service is available to such property. If both water and sanitary sewer services do not become available at the same time, and if the District permits connection to the Water System or Sanitary Sewer System without requiring connection to both, the connection to the Water System must be made at the time the District is capable of providing water service to the property and the connection to the Sanitary

Sewer System must be made at the time the District is capable of providing sanitary sewer service to the property.

2.02. Septic Systems and Private Water Supply Systems. The construction and operation of septic systems and private water supply systems within the District shall be prohibited unless the prior written consent of the Board of Directors is otherwise given and satisfactory arrangements are made with all regulatory agencies with jurisdiction over such matters. The Board of Directors may grant, deny or condition such consent in its sole discretion. The construction and operation of septic systems and private water supply systems shall at all times be subject to such terms and conditions as may be specified by the Board of Directors, if and to the extent consent for same is given.

2.03. Application for Water and Sanitary Sewer Connections. Each person desiring initial water and sanitary sewer services and related connections to the Water System and Sanitary Sewer System shall notify the District's Operator and shall sign and complete an application for such services and pay such fees as established by this Order. The application form may be amended by the District from time to time, as deemed appropriate, without the necessity of an amendment to this Order. No physical connection to the Water System or Sanitary Sewer System shall be made until such application has been completed and such fees have been paid. The District will provide water and/or sanitary sewer services, as and if then available, following completion of an application as required by this Section, payment of all fees then due pursuant to this Order, and compliance with all other applicable requirements of this Order on a first-come/first-serve basis and will not, except as determined by the Board of Directors of the District in its sole discretion, issue utility commitment letters to Builders.

2.04. Tap Fees. The following fees shall be collected from the applicant by the District's Operator before physical connection is made to the Water System or Sanitary Sewer System (which fees shall include the meter and meter box and installation thereof):

- (a) 3/4" by 5/8" Residential connection \$1,715.00

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| (b) | 3/4" x 3/4" Residential connection | \$1,840.00 |
| (c) | Nonstandard Residential connection (other than 3/4" by 5/8" 3/4" x 3/4" water tap), Commercial and Apartment connections | District's cost of installation (including labor and equipment charges) and materials, including the backflow prevention device and related materials, plus 200% of such costs; provided, however, that in any event the fee shall not be less than \$1,840.00. |
| (d) | Nontaxable Entity connection | District's cost of installation (including labor and equipment) and materials including any backflow prevention device and related materials if installed by the District's Operator if so provided in this Order, plus the actual costs to the District for all facilities that are necessary to provide District services to the tract and that are financed or are to be financed in whole or in part by tax-supported bonds of the District. Notwithstanding any provision in this Order to the contrary, should a tract and/or the improvements thereon be owned and/or occupied by a Nontaxable Entity following the date of initial payment of a tap fee pursuant to one of the other subsections of this Section 2.04 such that ad valorem taxes are not due to the District with respect thereto, said Nontaxable Entity shall pay the fee specified in this Subsection (d), less any tap fee previously paid with respect to the initial connection to the Water System or Sanitary Sewer System, within thirty (30) days following the date of an invoice from the District therefor. Also notwithstanding any provision in this Order to the contrary, should a Nontaxable Entity which previously paid a tap fee pursuant to this Subsection (d) subsequently acquire additional land, construct additional improvements and/or otherwise modify the use of its existing land and/or improvements such that it increases the Nontaxable Entity's use of the District's facilities, said Nontaxable Entity shall pay the tap fee specified in this Subsection (d) for such increased use, less any tap fee previously paid with respect to the initial connection of such land and/or improvements to the Water System or Sanitary Sewer System, within thirty (30) |

days following the date of an invoice from the District therefor. The foregoing provisions shall also apply if (i) the Customer failed to advise the District at the time of the initial application for connection that it was a Nontaxable Entity, regardless of the reason for any such failure, or (ii) subsequent to a Nontaxable Entity's initial application, additional service is required due to the Nontaxable Entity's acquisition of additional land, construction of new improvements and/or modification of the use of its existing land and/or improvements. In such instances, the fee in this Subsection (d) shall apply retroactively to the date of the initial application for connection or the date of the change(s) since the Nontaxable Entity's initial application.

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| (e) | Fire Line Connection | District's cost of installation and materials, plus 25% of such costs. |
| (f) | Park and Recreational connection | District's cost of installation and materials. |

In addition to the above, the payment of additional fees related to the Storm Sewer System may be required prior to initial connection to the Water System or Sanitary Sewer System pursuant to Section 5.02(b) hereof.

2.05. Policies Governing Initial Connections

(a) Certification. Subject to the provisions of Section 2.01 hereof, physical connection shall not be made to the Water System or Sanitary Sewer System until the District's Engineer has certified that the System is operational. Continuous water service shall not be provided to any Customer until (i) an acceptable connection to the Sanitary Sewer System (except as to water service only Customers) has been made; (ii) all inspections required pursuant to Section 2.06 and Section 5 hereof have been performed; (iii) any deficiencies or damages noted during said inspections have been corrected and/or paid for; and (iv) a properly completed Customer Service Inspection Certification has been provided to the District.

(b) Availability of Access. Upon application for Customer Connection, the applicant shall grant an easement of ingress and egress to and from the water meter for such installation, maintenance and repair as the District, in its judgment, may deem necessary. Physical connection will not be made when, in the opinion of District's Engineer or the District's Operator, the work area is obstructed by building materials and debris or the work area is not completed to finished grade. When sidewalks, driveways or other improvements have been constructed prior to application for Customer Connection, such application shall be construed and accepted as a waiver of any claim for damages to such improvements resulting from the reasonable actions of the District's Operator relative to the installation of the Customer's connection to the Water System or Sanitary Sewer System.

(c) Property of District. All meters, fittings, boxes, valves and appurtenances installed shall remain the property of the District.

(d) Connections by District Operator. Physical connection to the Water System shall be made by the District's Operator unless specified otherwise by the Board of Directors of the District. Physical connection to the Sanitary Sewer System shall be made in accordance with the District's "Rules and Regulations Governing Sewer House Lines and Sewer Connections", and, if more restrictive or expansive, applicable requirements of the Texas Commission on Environmental Quality, and in accordance with Section 2.06 hereof. No person, other than the properly authorized agents of the District, shall be permitted to make any connection to the Water System, except for emergency fire-fighting purposes, or make any repairs or additions to or alterations in any meter, box, tap, pipe, cock or other fixture or appurtenance connected with the Water System, or any manhole, main, trunk, fixture or appurtenance of the Sanitary Sewer System without the prior written permission of the Board of Directors of the District.

(e) Submission of Plans for Commercial and Apartment Customer Connections. In addition to the requirements set forth in Section 5 below, each applicant

for a Commercial or Apartment Customer Connection or an applicant with an existing Commercial or Apartment Customer Connection that has proposed changes to and/or construction within its site that would provide for an additional connection or modification of an existing connection to the Water System or Sanitary Sewer System, shall, not less than thirty (30) days prior to the requested connection date or thirty (30) days prior to the proposed change and/or construction date, as applicable, submit to the District's Engineer or other party designated by the Board of Directors of the District, the following information:

(1) Engineering plans (three sets for District purposes) signed and sealed by a Registered Professional Engineer of the State of Texas indicating details of building water distribution and sanitary sewer collection facilities, materials to be used and the location, size and number of proposed connections to the Water System or Sanitary Sewer System or applicant's existing systems, as applicable;

(2) The legal description of the land to be served by the Water System or Sanitary Sewer System and a copy of the recorded plat of same; and

(3) A general description of the type of proposed Commercial establishment (including Apartments) and, if applicable, a description of the special measures taken in order to prevent any possible Industrial Waste and/or unauthorized Commercial Waste from entering the Sanitary Sewer System.

In recognition of the District's obligation to protect and maintain public health, the District's Engineer or other party designated by the Board of Directors of the District shall review the information presented and may approve or reject the application, request that further information be submitted prior to approval of the application, or require modifications to be made to the plans, including without limitation, requiring the installation of backflow preventors, grease traps, grinders, sampling wells, and/or pretreatment units as may be deemed necessary or appropriate for the protection of the Water System or Sanitary Sewer System. The Customer shall be responsible for payment of all costs in connection with the review of said information. Customer shall be

notified in writing as to the basis for rejection of its application. Failure to construct the facilities in accordance with approved plans shall constitute a basis for denial of District services or a basis for removal or suspension of District services, as applicable. If the application information is not timely provided, the District shall not be held responsible for delays in the installation of Water System or Sanitary Sewer System connections or the provision of District services. Payment of tap fees to the District's Operator prior to the approval of plans shall not be considered approval of said plans or approval for connection to the Water System or Sanitary Sewer System or applicant's existing system, as applicable. Any unauthorized physical connection to the Water System or Sanitary Sewer System or applicant's existing systems, as applicable, may be removed without notice at the expense of the applicant or the person or firm causing such connection to be made.

(f) Builder Damage Deposit. Upon first application for a Customer Connection, the applicant (the "Applicant") shall pay a damage deposit (the "Builder Deposit") in the amount of \$5,000, which deposit shall apply to all connections of such Applicant, whether one or more. The Builder Deposit is to secure the payment of costs to remove trash and debris on a weekly basis from lots owned by Applicant that are not in compliance with the TCEQ Good Housekeeping Guidelines and have received prior notice of same, and to repair any District or Master District facilities damaged by the Applicant or other parties during the construction of the above ground improvements on the applicable property, including repairs necessary as a result of a failure to maintain proper storm water control and erosion and pollution prevention measures pursuant to Section 5.04 hereof (collectively, "Builder Damages"), and is in addition to the security deposit to secure payment of service charges required to be paid for each address pursuant to Section 3.01 of this Order. The Applicant shall be held responsible for any Builder Damages and shall reimburse the District for all costs incurred in connection with the Builder Damages.

After inspection by the District's Operator, the District may utilize the Builder Deposit to pay for any repairs to the District facilities made necessary by the Applicant's construction activities. If the Builder Deposit is not sufficient to pay for such Builder

Damages, the Applicant shall pay such outstanding balance due. No additional connections to the Water System or Sanitary Sewer System shall be permitted relative to any Applicant who has a Delinquent Bill for Builder Damages. If Applicant is building more than one house, building or other improvement with the District, the Builder Deposit shall remain at \$5,000 at all times, and if the District utilizes a portion or all of the Builder Deposit to repair Builder Damages, the Applicant shall pay to the District the amount(s) necessary to again have a \$5,000 Builder Deposit.

The District shall refund any remaining Builder Deposit upon completion of the last house, building or other improvement to be constructed within the District by the Applicant, final inspection by the District's Operator, and payment by the Applicant of all fees, charges and damages due to the District under this Order or otherwise, and any remaining amount can be applied to any outstanding fee, charge, tax, etc. owed by the Applicant to the District. No interest will be paid by the District on the Builder Deposit.

(g) Swimming Pool and Hot Tub Connections. Every Customer who constructs or installs a swimming pool or hot tub within the District shall notify the District's Operator prior to connection of same to the District's facilities and shall pay an inspection fee of \$85.00. For purposes of this Order, a swimming pool is defined as a pool having a capacity in excess of 10,000 gallons. After the notification, the Customer constructing or installing said swimming pool or hot tub shall ensure that any and all drains from the swimming pool or hot tub are connected to the Sanitary Sewer System, and it shall be a violation of this Order to drain a swimming pool or hot tub into the Storm Sewer System. After the drains have been installed and prior to backfilling of the area, the applicant shall notify the District's Operator, who shall make an inspection of any and all swimming pool or hot tub drains before water service is authorized for said swimming pool or hot tub.

2.06. Inspections.

(a) Sanitary Sewer Inspections. A sanitary sewer inspection fee of \$85.00 for Residential Customer Connections and two (2) times the District's actual cost for

Commercial, Nontaxable Entity, Park and Recreation and Apartment Customer Connections, payable at the time of application for connection to the Sanitary Sewer System, shall be charged by the District for inspection of each physical connection to the Sanitary Sewer System and related service line. A fee of \$85.00 shall be charged by the District for each grease trap, sampling well or pretreatment unit installation inspection, which installation inspection fee shall be in addition to the monthly fee set forth in Section 3.05 hereof. Connections and related service lines shall be inspected for strict compliance with the District's "Rules and Regulations Governing Sewer House Lines and Sewer Connections," and/or, if more restrictive or expansive, applicable requirements of the Texas Commission on Environmental Quality. Customer shall notify the District's Operator prior to any such connection being made. Customer shall again notify the District's Operator after the physical connection has been made and such District's Operator shall inspect and approve the connection prior to backfilling of the area and prior to the commencement of sanitary sewer service. Installations which fail to conform to said Rules and Regulations and/or such requirements of the Texas Commission on Environmental Quality, will be denied. Customer shall be notified in writing as to the basis for such denial. After noted deficiencies have been corrected, a reinspection shall be made upon payment to the District of a reinspection fee of \$85.00 for Residential Customer Connections and two (2) times the District's actual cost for Commercial, Nontaxable Entity and Apartment Customer Connections. If subsequent reinspections are required before the connection to the Sanitary Sewer System and related service lines are found in compliance with said Rules and Regulations and/or such requirements of the Texas Commission on Environmental Quality, an additional reinspection fee of \$85.00 for Residential Customer Connections and two (2) times the District's actual cost for Commercial, Nontaxable Entity, Park and Recreation, and Apartment Customer Connections shall be charged for each such reinspection.

(b) Customer Service Inspection Certification. Prior to the District providing continuous water service from the Water System to (i) any new construction; (ii) any existing Customer Connection when the District, in its sole discretion, has reason to believe that a cross-connection or potential contamination hazards exist; or (iii) any existing Customer Connection after any material improvement, correction or addition to the private water distribution facilities, a properly completed Customer Service Inspection Certification shall be provided by the Customer to the District. "Continuous" water service, with respect to new construction, shall be deemed to commence upon the transfer of service from the builder of a building, residence, or other establishment to the initial occupant or user thereof.

For Residential Customer Connections, the District's Operator shall perform the inspection and provide the necessary certification, and the District shall charge the Customer a fee of \$87.00.

For Commercial (including Apartment) Customer Connections, the District's Operator shall perform the inspection and provide the necessary certification, and the District shall charge the Customer a fee of two (2) times the District's actual cost.

Customer shall be charged the same applicable fee set forth above for any reinspection required.

Should a Customer fail to provide to the District a properly completed Customer Service Inspection Certification, water service to such Customer will be terminated by the District and service shall not be restored by the District until the required Customer Service Inspection Certification form is provided.

(c) Inspection of District Facilities. In accordance with applicable rules of the Texas Commission on Environmental Quality, any person desiring water and sanitary sewer services from the District must notify the District's Operator prior to making any improvement or starting any construction on property within the District if such improvement, construction or equipment used in connection therewith will be within or in

close proximity to easements, rights-of-way or property where District facilities are located. The District's Operator shall inspect each property or location at which the improvement or construction is to take place prior to commencement of same to verify the location and condition of District facilities on the property. Upon receipt of instructions from the contractor or Builder that construction of the facility or improvement is complete and prior to the transfer of the account to the subsequent Customer, the District's Operator shall make a final inspection of the water tap, meters and all other District facilities located on or around the property in question to verify the condition of such facilities. If damage to any District facilities is found, the District's Operator will repair such facilities and the Builder or contractor will be responsible for payment of all costs incurred prior to the initiation of services to the property. A fee of \$85.00 for Residential Connections and two (2) times the District's actual cost for Commercial (including Apartment) Customer Connections shall be charged by the District to cover the costs of each of such inspections (both the pre-inspection and final inspection), which fee will be due and payable at the time the tap fee is paid.

2.07. Temporary Water Service. Withdrawal of water from flushing valves or fire hydrants or other appurtenances of the Water System without prior approval of the District, except for emergency fire-fighting purposes, is prohibited. The District's Operator shall be authorized to make a temporary connection to any fire hydrant or flushing valve upon request for temporary water service within the area of the District. Such temporary service shall be provided only through a District meter installed by the District's Operator. The applicant for temporary water service shall be required to post a deposit of \$2,500 which shall secure the payment for water supplied by the District, the installation fee, the safe return of the District's meter and fire hydrant wrench, and the cost of repair of any damage by a user of the hydrant. The fee for temporary water service shall be \$200 plus the District's actual costs of installation, plus \$5 per day, plus \$4.30 per 1,000 gallons of water delivered through the meter, plus the regulatory assessments and other fees imposed pursuant to Section 3.09 hereof. Temporary water service may be supplied outside the

boundaries of the District only with the express authorization of the Board of Directors of the District.

Section 3. Rates and Fees for Water and Sanitary Sewer Services and Solid Waste Collection and Disposal Services. Each prospective Customer desiring water and sanitary sewer service and solid waste collection and disposal services shall be required to provide appropriate information in order to obtain such service and shall pay an application fee. Solid waste collection and disposal services are provided to every Residential Customer at no additional charge. The District does not provide solid waste collection services to Commercial or Apartment Customers.

3.01. Application Fee and Security Deposit. A non-refundable application fee of \$40.00 shall be charged for each Customer application, including for applications to transfer service from a Builder to a non-Builder Customer. Each Customer shall pay the applicable security deposit as follows:

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| (a) | Each Residential Customer which owns the home at the address to be serviced, including Builders (as evidenced by a copy of the deed or other proof of ownership acceptable to the District which shall accompany the application for services) | \$250.00 |
| (b) | Each Residential Customer which rents the home at the address to be serviced (a copy of the lease or rental agreement shall be submitted with its application for services) | \$350.00 |
| (c) | Non-Taxable Entity | A deposit equal to 200% of the estimated monthly service charges to such Customer, as determined by the District's Engineer utilizing City of Houston criteria regarding usage, or \$500, whichever is greater. |
| (d) | Commercial Customers served by a separate meter | A deposit equal to two (2) times the estimated monthly service charges to such Customer as determined by the District's Operator. |

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| (e) Each Apartment unit served by a separate meter | A deposit equal to two (2) times the estimated monthly service charges to such Customer as determined by the District's Operator. |
| (f) Commercial Customers and Apartments served by a master meter | A deposit equal to 200% of the estimated total monthly service charges to such Customer, as determined by the District's Engineer utilizing City of Houston criteria regarding usage. |

The security deposit shall be paid initially at the time of such application or, at the option of the District's Operator, as part of payment of the first bill for District services. Upon final termination of service, such deposit shall be credited against amounts owed to the District and any balance refunded to the Customer within sixty (60) days after termination of service. The District shall not be required to pay interest to the Customer on such security deposit. Further, any Customer whose service is terminated pursuant to Section 4.02 hereof shall pay such deposit (if such Customer has not previously paid a security deposit) or any deficiency in the deposit as a result of application of the deposit to a Delinquent Bill before the Customer's service is restored. No service shall be restored until such fees and deposits have been received by the District in collected funds. Notwithstanding the foregoing, the District shall have the right, but not the obligation, at its sole discretion, to apply all or any portion of such security deposit without notice to the Customer to offset the amount of a Delinquent Bill that remains unpaid for more than thirty (30) days after becoming a Delinquent Bill. If the District applies the security deposit prior to termination of service, Customer shall be required to pay a replacement security deposit in accordance with this Section 3.01. Customer's failure to timely pay a replacement security deposit shall result in Customer's bill becoming a Delinquent Bill. Furthermore, nothing contained herein shall prevent the District from applying a Customer's security deposit on file with the District in accordance with 11 U.S.C. Section 366(c)(4) or any successor provision or any other applicable section of the federal Bankruptcy Code or applicable provision of state law.

3.02. Monthly Rates for Residential Water Service. The following rates per month, or any part thereof, shall be charged for Residential water service furnished by the District to each Customer Connection in every instance in which a different charge is not expressly and clearly provided for herein:

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|-----|---|---------|
| (a) | Minimum monthly charge for up to
10,000 gallons of water metered | \$57.00 |
| (b) | For each 1,000 gallons of water
metered over 10,000 gallons | \$4.30 |

3.03. Monthly Rate for Residential Sanitary Sewer Service. The following rate per month, or any part thereof, shall be charged for Residential sanitary sewer service furnished by the District to each Customer Connection in every instance in which a different charge is not expressly and clearly provided for herein:

Monthly Flat Rate	\$47.50
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; provided, however, that said rate shall not be charged to a Customer Connection which is installed for use for an irrigation system only and which does not discharge waste into the Sanitary Sewer System.

3.04. Monthly Rates for Commercial Water Service. The following rates per month, or any part thereof, shall be charged for Commercial water service furnished by the District to each Customer Connection in every instance in which a different charge is not expressly and clearly provided for herein:

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|-----|---|---------|
| (a) | Minimum monthly charge for up to
10,000 gallons of water metered | \$57.00 |
| (b) | For each 1,000 gallons of water
metered over 10,000 gallons | \$4.30 |

3.05. Monthly Rates for Commercial Sanitary Sewer Service. The following rates per month, or any part thereof, shall be charged for Commercial sanitary sewer service furnished

by the District to each Customer Connection in every instance in which a different charge is not expressly provided for herein:

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|-----|--|---------|
| (a) | Minimum monthly charge for
Single Family Residential equivalent connection
as determined by the District's Engineer | \$47.50 |
| (b) | For each grease trap installed,
there shall be charged a monthly
flat rate inspection fee of
(Any reinspection required shall
be charged at the same rate) | \$85.00 |

; provided, however, that said rate shall not be charged to a Customer Connection which is installed for use for an irrigation system only and which does not discharge waste into the Sanitary Sewer System.

3.06. Monthly Rates for Water Service to Apartments. The following rates per month, or any part thereof, shall be charged per unit for water service furnished by the District to Apartment units served by separate meters:

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|-----|--|---------|
| (a) | Minimum monthly charge for up to
5,000 gallons of water metered | \$28.50 |
| (b) | For each 1,000 gallons of water
metered over 5,000 gallons | \$4.30 |

Apartment units served by a master meter shall be charged as follows: The total number of gallons metered shall be divided by the number of apartment units to determine the average usage per unit. The average usage per unit shall be rounded up to the nearest 1,000 gallons for purposes of computing the amount to be charged hereunder. The rates specified above shall then be applied to such average usage to determine the charge per unit. The charge per unit shall then be multiplied by the applicable number of Apartment units to determine the total amount to be charged.

3.07. Monthly Rate for Sanitary Sewer Service to Apartments. The following rate per month, or any part thereof, shall be charged per unit for sanitary sewer service furnished by the District to Apartment units served by separate meters:

Monthly Flat Rate: \$27.50

Apartment units served by a master meter shall be charged as follows: The rate specified above shall be multiplied by the applicable number of Apartment units to determine the total amount to be charged.

3.08. Monthly Rates for Water Service to Park and Recreational Facilities. The following rates per month, or any part thereof, shall be charged for water service furnished by the District to Park and Recreational facilities in every instance in which a different charge is not expressly and clearly provided for herein:

\$4.00 per 1,000 gallons of water metered

; provided, however, that Park and Recreational Facilities owned and operated by the District shall be exempt from payment of said rate.

3.09. Monthly Rates for Sanitary Sewer Services to Park and Recreational Facilities. The following rates per month, or any part thereof, shall be charged for sanitary sewer service furnished by the District to Park and Recreational facilities in every instance in which a different charge is not expressly and clearly provided for herein:

(a) Minimum monthly charge per unit \$21.50

; provided, however, that said rate shall not be charged to a Customer Connection which is installed for use for an irrigation system only and which does not discharge waste into the Sanitary Sewer System; and further provided, however, that Park and Recreational facilities owned and operated by the District shall be exempt from payment of said rates.

3.10. Regulatory Assessments and Other Fees. The regulatory assessments and other fees imposed pursuant to this Section 3.10 shall be billed and collected in the manner set forth in this Order and all Customers of the District shall be subject to penalties and/or termination

of service for failure to pay said regulatory assessments and fees when due in the manner set forth herein.

(a) Fees Associated with Alternative Payment Services. Alternative Payment Services which may be offered by the District are provided merely as a convenience to Customers and such services may be discontinued by the District at any time in its sole discretion. Customer's use of any alternative payment services does not relieve Customer of the obligation to ensure that payment is timely received by the District and the provisions of this Order, including, without limitation, Section 4 hereof, shall apply to any Delinquent Bill. All Alternative Payment Services are administered by third-party service providers and certain fees for use of the services may apply. With the exception of any automatic monthly debit program which the District may adopt, such fees are set by and charged to the Customer by the service providers rather than by the District. Customer shall be provided notice of any applicable fees by the service providers for Alternative Payment Services prior to the time of payment and Customer shall be solely responsible for the payment of same. Any applicable service fees paid by Customer shall be in addition to the total amount owed to the District as reflected on Customer's bill.

3.11. Drought Contingency Plan. The water and sanitary sewer rates set forth above in Sections 3.02 through 3.09, inclusive, and the rate for temporary water service set forth above in Section 2.07 do not include any additional fees or charges imposed by the District during any drought response stage pursuant to the Drought Contingency Plan. Any such additional fees and charges, and any penalties under the Drought Contingency Plan, shall be billed and imposed by the District in accordance with the Drought Contingency Plan and shall be in addition to fees or charges under this Order, unless otherwise set forth in the Drought Contingency Plan.

3.12. Bulk Rates. The water and sanitary sewer service rates set forth above shall not be construed to prevent the District from furnishing water and/or sanitary sewer service to any Customer at a bulk rate if deemed advisable by the District, with such rate to be determined on a case by case basis.

3.13. Policies Governing Water and Sanitary Sewer Services.

(a) No Reduced Rates or Free Service; Service Subject to Compliance with Laws and Agreements; Leak Adjustments. All Customers receiving services from the District shall be subject to the provisions of this Order and shall be charged the rates established in this Order, and no reduced rate or free service shall be furnished to any Customer; provided, however, this provision shall not prohibit the District, upon good cause shown, from establishing other reasonable classifications of Customers for which rates differing from the rates stated herein may be adopted. Failure to comply with (i) all applicable regulations and laws regarding service, including, without limitation, the requirement that a plat of the property to be served be recorded prior to service, and (ii) any agreement between the District and the Customer, including, without limitation, a utility commitment, shall be considered a violation of this Order and may result in denial or termination of service and/or assessment of penalties in accordance with the terms hereof. Notwithstanding the foregoing, any Customer may request an adjustment to the amount or amounts billed for water service pursuant to Section 3 hereof, where water metered in respect of a Customer's account was not used by such Customer due to a loss of water through an excusable defect in the Customer's water line. For purposes of this Section 3.13(a) only, the term "excusable defect" shall mean a water line rupture or water line leak caused by weather, settlement, corrosion, wear or accident, but specifically excludes visible and/or readily detectable leaks (which include, without limitation, faucet and hose leaks and running toilets) and the term "water line" shall mean any private water distribution facilities connected to, or extended from, the District's metering facilities. A Customer's request for a leak adjustment shall be made through the filing of a Leak Adjustment Request Form, a copy of which is attached hereto as Exhibit "C", with the District's Operator. The terms and conditions set forth on Exhibit "C" are adopted by the District and incorporated as part of this Order as if same were set forth in full herein. The filing of a Leak Adjustment Request does not extend the due date of a Customer's bill. The

applicable bill must be paid in full on or before the due date or it will be a Delinquent Bill. Any adjustment granted by the District, in the District's sole discretion, will be reflected as a credit on Customer's bill following the granting of an adjustment.

(b) Entitlement. Customers are not guaranteed a specific quantity or pressure of water from the Water System or specific capacity in the Sanitary Sewer System for any purpose whatever and in no instance shall the District be liable for failure or refusal to furnish water or any particular amount or pressure of water from the Water System or to provide capacity in the Sanitary Sewer System or to collect solid waste.

(c) Unauthorized and Extraordinary Waste. The water and sewer service rates established herein are applicable for ordinary Domestic Waste normally considered to have a biological oxygen demand (five day) and total suspended solids of 200 milligrams per liter. Customers discharging, whether intentionally or unintentionally, non-Domestic Waste into the Sanitary Sewer System will be assessed additional charges as established by District based on the volume and concentration of the proposed waste, as well as costs of remediation and/or repairs to the Sanitary Sewer System occasioned as a consequence of such discharge, in addition to any other penalties set forth herein and in any order regulating waste heretofore or hereafter adopted by the District. Customers proposing to discharge or discharging certain Commercial Waste, including Commercial Waste from food processing or other food handling establishments, will be required to install garbage grinders and may be required to install grease traps or pretreatment units when so ordered by the District following the evaluation of the effects of high concentrations of organics on the Sanitary Sewer System. Customers which are required to install garbage grinders, grease traps or other types of pretreatment units shall maintain same in good working condition, which shall include, but not be limited to, regular cleaning. The District shall have the right to inspect such pretreatment units, and, in order to protect the District's facilities, reserves the right, if Customer has failed to do so, to perform the required maintenance at Customer's expense and/or to discontinue service to Customer. The

District's current waste discharge permit prohibits the introduction of Industrial Waste into the Sanitary Sewer System. All Customers of the Sanitary Sewer System shall be subject to the terms and conditions of any order regulating waste heretofore or hereafter adopted by the District, pursuant to the terms of which the District may establish rates and charges to produce revenues to pay such additional costs incurred by the District in connection with such Industrial Waste. Further, the District shall have the right to terminate service to any Customer which violates any such order regulating waste in accordance with Section 4.02 hereof and the penalties specified in Section 7 hereof shall apply, in addition to any other penalties or other charges specified in such order or herein. The District's Operator shall have rights of ingress and egress to Customer's property in order to carry out the provisions of this Section.

(d) Plumbing Regulations. The following plumbing regulations are pursuant to Texas Commission on Environmental Quality regulations and Section 1417 of the federal Safe Drinking Water Act, as amended by the federal Reduction of Lead in Drinking Water Act enacted on January 4, 2011 (and effective January 4, 2014), and any Environmental Protection Agency regulations adopted thereunder and are applicable to all Customers of the District. The stricter of the standards in the above shall be met, notwithstanding anything below to the contrary.

(i) No direct connection between the Water System and a potential source of contamination shall be permitted; potential sources of contamination shall be isolated from the Water System by an air gap or an appropriate backflow prevention device in accordance with applicable Texas Commission on Environmental Quality requirements and/or as otherwise required by the District in its reasonable discretion;

(ii) No cross connection between the Water System and any private water system shall be permitted, and any potential threat of cross connection shall be

eliminated at the service connection by the installation of an air gap or a reduced pressure-zone backflow prevention device;

(iii) No connection which allows water used for condensing, cooling or industrial processes, or water from any other system of nonpotable usage over which the District does not have sanitary control to be returned to the Water System shall be permitted;

(iv) No pipe or connection which allows water to be returned to the Water System is permitted;

(v) The use of pipes, pipe fittings, plumbing fittings, and fixtures that contain more than a weighted average of 0.25 percent lead, or solders and flux that contain more than 0.2 percent lead is prohibited for installation or repair of the Water System and for installation or repair of any plumbing in any Residential or Commercial facility providing water for human consumption and connected to the Water System. This requirement may be waived for leaded joints that are necessary for repairs to cast iron pipe; and

(vi) Notwithstanding anything to the contrary contained herein, the District reserves the right to inspect each Customer's property at any time for possible cross connections and other potential contamination hazards in violation of this Order, including, without limitation, irrigation and swimming pool connections. The Customer shall, upon receipt of notice from the District, immediately correct any potential contamination hazard existing on his premises to prevent possible contamination of the Water System. The existence of a serious threat to the integrity of the Water System shall be considered sufficient grounds for immediate termination of water service. Water service will be restored only when the source of potential contamination no longer exists, or when sufficient additional safeguards have been taken to protect the Water System from contamination, and a Customer Service Inspection Certification confirming the correction of a potential

contamination hazard has been submitted to the District. The District shall not be required to follow the procedures set forth in Section 4.02 hereof when terminating water service to a Customer under this Section 3.13(d). However, the Customer shall be subject to the same charge for restoration of service terminated pursuant to this Section 3.13(d) as is set forth in Section 4.02 hereof.

(e) Backflow Prevention Requirements. No connection to the Water System shall be allowed to any Customer Connection where the District, in its sole discretion, has reason to believe that an actual or potential contamination hazard exists unless the Water System is protected from contamination. The following backflow prevention requirements are applicable to all Customers of the District:

(i) Backflow prevention assemblies shall be installed, tested and maintained, at the Customer's expense, at any Customer Connection in accordance with applicable Texas Commission on Environmental Quality requirements and/or as otherwise required by the District in its reasonable discretion.

The use of a backflow prevention device at the service connection shall be considered additional backflow protection and shall not negate the use of backflow prevention on the internal hazards of any Customer Connection as outlined and enforced by applicable Texas Commission on Environmental Quality regulations and/or local plumbing codes.

(ii) All backflow prevention assemblies installed at any Customer Connection shall be tested upon installation by a recognized backflow prevention assembly tester (pursuant to Texas Commission on Environmental Quality regulations) and certified to be operating within specifications. Backflow prevention assemblies which are installed to provide protection against a Health Hazard (as defined in 30 T.A.C. Sec. 290.38) must also be tested and certified to be operating within specifications at least annually by a recognized backflow prevention assembly tester.

(iii) For each backflow prevention assembly required to be installed pursuant to this Order, it shall be the responsibility of the Customer to have such assembly installed, tested upon installation, and tested periodically thereafter as required by Subsection (ii) above, and to submit to the District's Operator for recordkeeping purposes within seven (7) days after each such test a signed and dated original Backflow Prevention Assembly Test and Maintenance Report ("Test Report"), in the form attached to this Order as Exhibit "B", completed by a recognized backflow prevention assembly tester. A list of certified backflow prevention assembly inspectors can be obtained from the local office of the Texas Commission on Environmental Quality. Each Customer required to install a back flow prevention assembly pursuant to this Order shall pay \$105.00 per year, per device for the backflow prevention program. The District's Operator shall report to the Board of Directors of the District any Customers which do not comply with the requirements of this Subsection (e); and

(iv) If a Customer fails to comply with the requirements of this Section 3.13(e), the District may terminate service to the Customer or the District may instruct the District's Operator to properly install, test and maintain the necessary backflow prevention assembly and bill the Customer for all expenses incurred in connection therewith.

(v) For any inspections performed by the District's Operator under this Section 3.13(e), Customer shall be charged a fee of \$120.00 for Single Family Residential Customers and equal to two (2) times the District's actual cost for Commercial, Nontaxable Entity, Park and Recreation and Apartment Customer Connections.

Section 4. Method of Payment; Delinquency in Payment; Penalty; Discontinuation and Termination of Service. Except as set forth in Section 4.01 below, all payments made under this Order shall be subject to and in accordance with procedures adopted by the District's Operator as

to acceptable forms of payment, which may, at the District's Operator's discretion, include one or more of the following: cash, check, money order, or cashier's check, or an Alternative Payment Program.

4.01. Penalty for Failure to Pay Bill Before Delinquency. A charge of ten percent (10%) of the amount of the Customer's bill shall be added to the Customer's bill when such Customer has failed to pay any bill before it becomes a Delinquent Bill. A charge of \$11.00 shall also be added to a Customer's bill for each written notice of delinquency sent to a Customer. A separate charge of \$11.00 shall be imposed for the notice left on a Customer's front door.) If a Customer's bill, or any part thereof, becomes a Delinquent Bill, the Delinquent Bill, plus the penalty thereon and all other charges imposed by the District, shall be immediately due and payable. Prior to termination of service, a Delinquent Bill, plus the penalty thereon and all other charges imposed by the District shall be payable by either cash, cashier's check, or money order presented at the office of the District's Operator or by use of an Alternative Payment Service, subject to and in accordance with procedures adopted by the District's Operator as to acceptable forms of payment. Following termination of service, a Delinquent Bill, plus the penalty thereon, all other charges imposed by the District, and any required deposit, shall be payable only by either cash, cashier's check, or money order presented at the office of the District's Operator, subject to and in accordance with procedures adopted by the District's Operator as to acceptable forms of payment. All such amounts shall be paid in full prior to the restoration of service where service has been terminated because of a Customer's failure to pay a bill before it became a Delinquent Bill. A charge of \$30.00 shall be imposed for each returned check notice forwarded to a Customer as a result of a Customer's payment (whether made by check or via one or more Alternative Payment Services) being returned by a bank or other third-party payor for any reason. In addition, should a payment (whether by check or via one or more Alternative Payment Service) have been returned by a bank or other third-party payor then the returned payment shall be replaced with either money order or cashier's check, or, if accepted by the District's Operator, cash, all subject to and in accordance with procedures adopted by the District's Operator as to acceptable forms of

payment presented at the office of the District's Operator. This provision shall apply regardless of whether Customer's bill is a Delinquent Bill at the time the payment is returned.

4.02. Termination of Service. The District shall have the right to terminate service and cut off the supply of water to a Customer and/or a Customer's access to the Systems at any time after its bill becomes a Delinquent Bill or upon violation by the Customer of this Order or of any order regulating waste heretofore or hereafter adopted by the District. The Customer shall, by written notice mailed to the Customer's address as reflected in the records of the District, be notified of the delinquency or violation and the date on which service shall be terminated if the account (including delinquent charges and penalty) is not paid in full or the violation corrected, which date shall not be less than five (5) days from the date such notice is sent. With respect to a Delinquent Bill, such notice shall state the place and time at which the account may be paid and that any errors in the bill may be corrected by contacting the billing company, whose telephone number shall also be given in such notice. All notices of termination shall state that the Customer has the right to appeal such termination to the Board of Directors of the District. The notice shall also be left by the District's Operator on the front door at the address to which the service in question was provided at least twenty-four (24) hours prior to the time at which service shall be terminated. If the delinquent account (including any non-delinquent portion thereof), including penalty and all other charges then due and owing, has not been paid in full or the violation corrected by the proposed termination date, service shall then be discontinued unless otherwise agreed by the Board of Directors of the District. A charge of \$60.00 shall be imposed for the restoration of service discontinued pursuant to this Section.

4.03. Payment of Bills and Continuation of Service During Extreme Weather Emergency. During an Extreme Weather Emergency, and notwithstanding any provisions to the contrary herein, including, but not limited to Sections 4.01 and 4.02, a Customer may not be charged any late fees or penalties, nor may a Customer's service be terminated, for failure to timely pay a bill that is due during an Extreme Weather Emergency. The imposition of late fees and penalties and the termination of service for failure to pay a Delinquent Bill that is due during an

Extreme Weather Emergency shall resume upon the cessation of the Extreme Weather Emergency. A Customer may submit to the District's Operator, within 30 days of the end of the Extreme Weather Emergency, a request for a payment plan for any Delinquent Bill that is or was due during an Extreme Weather Emergency. A request for a payment plan shall either be submitted by Customer in writing or presented by Customer in person to the Board of Directors of the District during a public meeting, which request shall, subject to the terms hereof, be granted by the District's Board of Directors at its next meeting. The District's Board of Directors may determine, in its sole discretion, the schedule and terms of the payment plan, including (i) the total amount due, (ii) the number of installments (whether one or more), (iii) the amount of any finance charge, not to exceed an annual rate of ten percent (10%) simple interest, (iv) the deadline for each installment, (v) the dates of the Extreme Weather Emergency, and (vi) the due dates and amounts of any bills that were due during the Extreme Weather Emergency. The District shall send written notice of the terms of the payment plan to the requesting Customer, after which the Customer shall have seven (7) business days to accept or reject, in writing, the payment plan offered by the District. If the District does not receive written notice of a Customer's acceptance of an offered payment plan within seven (7) business days, it shall be deemed rejected. A Customer that violates the terms of any payment plan extended by the District shall be subject to the provisions of this Rate Order regarding delinquent payment of bills and discontinuation of service.

The District shall suspend any preexisting disconnection notices issued to a Customer for nonpayment of a bill due during an Extreme Weather Emergency upon receipt of a timely request for a payment plan. If a Customer violates the terms of any payment plan extended by the District or does not timely respond to the District's offer of same, the District may (i) pursue disconnection of service pursuant to the terms of this Rate Order, or (ii) reinstate the terms of a disconnection notice delivered to the Customer prior to the Extreme Weather Emergency.

4.04. Discontinuing Service Upon Request of a Customer; After Hours Service.

Whenever a Customer of the District requests that service be temporarily discontinued, Customer shall notify the District's Operator at least two days prior to the time that such service

discontinuation is desired, unless discontinuation is requested sooner to enable emergency plumbing repairs. A charge of \$60.00 shall be made for discontinuation of service and a charge of \$60.00 shall be made for restoring service before 4:00 p.m. on weekdays (excluding state or national holidays) when such service is discontinued and restored at the request of the Customer and Customer is not delinquent in the payment of any bill at the time of either request. Notwithstanding the foregoing, when a Customer of the District requests service to be discontinued or turned on (whether for new or transferred service or plumbing repairs or after discontinuation as set forth in this Order) after 4:00 p.m. on weekdays (excluding state or national holidays) or on weekends or state or national holidays, an additional charge of \$60.00 shall be imposed.

Section 5. Storm Sewer System; Storm Water Guidance Manual. The District owns, operates and maintains all or a portion of the Storm Sewer System in order to furnish storm water drainage service to the land located within its boundaries. Storm water drainage may be discharged by Customers and property owners within the District to the Storm Sewer System, subject to the provisions of the Storm Water Guidance Manual described hereinafter, the following provisions of this Section 5, and the requirements of any federal, state or local agency with jurisdiction over storm drainage and flood control. All persons shall take notice that the District has a Storm Water Management Program ("SWMP") in force and effect. As part of the SWMP, the District has adopted a Storm Water Guidance Manual. The terms and provisions of the Storm Water Guidance Manual are incorporated herein by reference for all purposes as if same were set out in full below. The following provisions of this Section 5 shall be understood to implement and provide for the enforcement of the SWMP, including the Storm Water Guidance Manual. Non-compliance with the Storm Water Guidance Manual shall constitute a violation of this Order. In the event of a conflict between the following provisions of this Section and the Storm Water Guidance Manual, the Storm Water Guidance Manual shall control and prevail.

5.01. Connection to Storm Sewer System. Residential Customers may discharge storm water flows to the curb and gutter system. Otherwise, no physical connection to the Storm Sewer System shall be made by Residential Customers without the prior written consent of the

Board of Directors of the District. The Board of Directors may grant, deny or condition such consent in its sole discretion. Physical connection to the Storm Sewer System by a Residential Customer shall at all times be subject to such terms and conditions as may be specified by the Board of Directors, if and to the extent consent for same is given. Physical connection to the Storm Sewer System may be made by non-Residential Customers, subject to compliance with the remaining provisions of this Section. For purposes of the remainder of this Section 5.01 and Section 5.02 only, the term "physical connection" means and refers to a controlled conveyance of storm water by pipe, line, drainage ditch or swale or other improvements or facilities, and excludes the uncontrolled sheet flow of storm water.

An application for a physical connection to the Storm Sewer System by a non-Residential Customer may be made at the same time, or separate from, an application for a physical connection to the Water System or Sanitary Sewer System under Section 2.05 hereof. Each such applicant for a physical connection to the Storm Sewer System or an applicant with an existing physical connection to the Storm Sewer System that has proposed changes to and/or construction within its site that would require an additional connection of its internal storm sewer lines to the Storm Sewer System, shall, not less than thirty (30) days prior to the requested connection date or thirty (30) days prior to the proposed change and/or construction date, as applicable, submit to the District's Engineer or other party designated by the Board of Directors of the District, the following information:

(a) Engineering plans (three sets for District purposes) signed and sealed by a Registered Professional Engineer of the State of Texas indicating details of building internal storm sewer collection and detention facilities, materials to be used and the location, size and number of proposed connections to the District's Storm Sewer System or applicant's existing internal storm sewer system, as applicable;

(b) The legal description of the land to be served by the Storm Sewer System and a copy of the recorded plat of same; and

(c) A general description of the type of proposed improvements to be served by the Storm Sewer System, calculations of square footage of proposed impervious cover, and, if applicable, a description of the special measures taken in order to prevent any discharges to the Storm Sewer System in violation of this Order.

In recognition of the District's obligation to protect and maintain public health and the District's obligation to regulate discharges to the Storm Sewer System under federal, state and local laws and regulations, including, without limitation the National Pollutant Discharge Elimination System adopted under Title 40, Part 22 of the Code of Federal Regulations, as amended, the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, as amended, the Texas Pollutant Discharge Elimination System ("TPDES"), and the "Harris County Storm Water Management Handbook for Construction Activities, 2006 Edition," as amended, excluding Chapter 3, Chapter 5, and Appendix D therein, the District's Engineer or other party designated by the Board of Directors of the District shall review the information presented and may approve or reject the application, request that further information be submitted prior to approval of the application, or require modifications to be made to the plans, including without limitation, requiring the installation of physical control measures to prevent unauthorized discharges to the Storm Sewer System. The Customer shall be responsible for payment of all costs in connection with the review of said information. Customer shall be notified in writing as to the basis for rejection of its application. Failure to construct the facilities in accordance with approved plans shall constitute a basis for denial of District services or a basis for removal or suspension of District services, as applicable. If the application information is not timely provided, the District shall not be held responsible for delays in the installation of water and sanitary sewer connections or the provision of District services. Payment of any tap fees under Section 2.04 or Section 5.02(b), as applicable, prior to the approval of plans shall not be considered approval of said plans or approval for connection to the Storm Sewer System or applicant's internal storm sewer system, as applicable. Any unauthorized physical connection to the Storm Sewer System or applicant's existing internal storm sewer system, as applicable, may be removed without notice at the expense of the Customer or person or firm causing such connection to be made.

5.02. Storm Water Detention.

(a) Detention Capacity.

The Storm Sewer System furnishes or will be constructed to furnish post-development storm water detention capacity for all the Customers and owners of property within the boundaries of the District.

(b) Tap Fee for Nontaxable Entity. In addition to any tap fee which may be due for a physical connection to the Water System or Sanitary Sewer System under Section 2.04 hereof, a Nontaxable Entity which requires or will otherwise utilize detention capacity provided by the Storm Sewer System shall pay an additional tap fee equal to the applicant's proportionate share of actual or estimated costs to the District for all facilities that are necessary to provide such detention capacity and that are financed or are to be financed in whole or in part by tax-supported bonds of the District. Unless otherwise approved by the Board of Directors of the District, such fee shall be paid within thirty (30) days following the date of an invoice from the District therefor. Notwithstanding any provision in this Order to the contrary, should a tract and/or the improvements thereon become owned and/or occupied by a Nontaxable Entity after physical connection to the Storm Sewer System such that ad valorem taxes are not due to the District with respect thereto, said Nontaxable Entity shall pay the fee specified in this Subsection (b) within thirty (30) days following the date of an invoice from the District therefor. Also notwithstanding any provision in this Order to the contrary, should a Nontaxable Entity which previously paid a tap fee pursuant to this Subsection (b) subsequently acquire additional land, construct additional improvements and/or otherwise modify the use of its existing land and/or improvements such that it increases the Nontaxable Entity's use of detention capacity in the Storm Sewer System, said Nontaxable Entity shall pay the fee specified in this Subsection (b) for such increased use, less any tap fee previously paid with respect to detention capacity in the Storm Sewer System, within thirty (30) days following the date of an invoice from the District therefor. The foregoing provisions shall also apply if (i) the

Customer failed to advise the District at the time of the initial application for a connection to any of the Systems that it was a Nontaxable Entity, regardless of the reason for any such failure, or (ii) subsequent to a Nontaxable Entity's initial application, additional service is required due to the Nontaxable Entity's acquisition of additional land, construction of new improvements and/or modification of the use of its existing land and/or improvements. In such instances, the fee in this Subsection (b) shall apply retroactively to the date of the initial application or the date of the changes since the Nontaxable Entity's initial application.

5.03 Regulation of Discharge to Storm Sewer System.

(a) Illicit Discharge. Discharge to the Storm Sewer System shall be limited solely to storm water discharges and non-storm water discharges or flows from the following sources:

- (1) water line flushing (excluding discharges of hyper-chlorinated water, unless the water is first de-chlorinated and discharges are not expected to adversely affect aquatic life);
- (2) runoff or return flow from landscape irrigation, lawn irrigation, and other irrigation utilizing potable water, groundwater, or surface water sources;
- (3) discharges from potable water sources that do not violate Texas Surface Water Quality Standards;
- (4) diverted stream flows;
- (5) rising ground waters and springs;
- (6) uncontaminated ground water infiltration;
- (7) uncontaminated pumped ground water;
- (8) foundation and footing drains;
- (9) air conditioning condensation;
- (10) water from crawl space pumps;
- (11) individual residential vehicle washing;
- (12) flows from wetlands and riparian habitats;
- (13) de-chlorinated swimming pool discharges that do not violate Texas Surface Water Quality Standards;
- (14) street wash water excluding street sweeper waste water;

- (15) discharges or flows from emergency firefighting activities (firefighting activities do not include washing of trucks, run-off water from training activities, test water from fire suppression systems, and similar activities);
- (16) other allowable non-storm water discharges listed in 40 C.F.R. § 122.26(d)(2)(iv)(B)(1), as amended;
- (17) non-storm water discharges that are specifically listed in the TPDES Multi-Sector General Permit (TXR050000) or the TPDES Construction General Permit (TXR150000);
- (18) discharges that are authorized by a TPDES or NPDES permit or that are not required to be permitted; and
- (19) other similar occasional incidental non-storm water discharges such as spray park water, unless the Texas Commission on Environmental Quality develops permits or regulations addressing these discharges.

Without limiting the generality of the above, no solids, grass or yard clippings, pet waste, trash, construction materials, oils or grease, sludge or tank trunk waste (except waste from sources permitted above) shall be introduced into the Storm Sewer System.

(b) Access; Detection; Elimination. All Customers or owners of property that have a physical connection to the Storm Sewer System or that discharge to the Storm Sewer System shall allow access to their property and/or the property under their control by the District's Engineer, the District's Operator, or any District employee, consultant, agent or contractor, during normal business hours for the purpose of inspection or investigation of possible illicit connections to the Storm Sewer System, Illicit Discharges, or other violations of this Order related to the Storm Sewer System. The District will determine through the inspection if the Illicit Discharge may pose a serious threat to the integrity of the Storm Sewer System.

(c) Failure to Comply. Violations of this Section 5.03 are subject to penalties as set forth in this Order. Non-compliance with federal, state or local storm water quality laws, regulations or requirements shall constitute a violation of this Order, without regard to whether any federal, state or local administrative agency has investigated, issued a Notice of Violation, or otherwise made a determination with respect to such non-compliance and notwithstanding any other provision of this Order which may appear to

omit such laws, regulations or requirements. In addition, and without limiting the rights and remedies available to the District, the District may assess fees and costs incurred by the District to repair damage to the Storm Sewer System and to remove unauthorized materials from the Storm Sewer System.

5.04. Construction Activity.

(a) Storm Water Controls; Plan Review; Site Inspections. Prior to the disturbance of soils associated with any construction activity within the District requiring county or municipal construction permits, proper erosion control devices shall be designed, installed, and maintained in accordance with "Harris County Storm Water Management Handbook for Construction Activities, 2006 Edition," as amended, excluding Chapter 3, Chapter 5, and Appendix D therein. Construction plan reviews and inspections are required on all new development and redevelopment construction projects which disturb one acre or more, including projects less than one acre that are part of a larger common plan of development or sale that would disturb one acre or more. Construction plans shall be submitted to the District's Engineer for review prior to the start of any construction activities. The District's Engineer will review the construction plans and determine if proper erosion control devices are included in the project.

(b) Construction Site Operators. The following provisions apply to all new development and redevelopment construction projects which disturb one acre or more, including projects less than one acre that are part of a larger common plan of development or sale that would disturb one acre or more. As used hereinafter, the term "Construction Site Operator," shall have the definition ascribed to the term "Operator" under the TPDES Construction General Permit (TXR150000) issued by the Texas Commission on Environmental Quality. In addition, capitalized terms used in this Subsection (b) that are not otherwise defined hereinafter shall have the meanings ascribed under TXR150000.

(1) Compliance with TXR150000. A Construction Site Operator is at all times required to be compliant with TXR150000. A storm water pollution

prevention plan ("SWP3") with a descriptive narrative of the project, a site plan, and proposed Best Management Practices ("BMPs") must be prepared at least seven (7) days prior to commencement of soil-disturbing activities. For Small Construction Activities, a copy of the signed and certified construction site notice required under TXR150000 must be provided to the District's Engineer at least two (2) days prior to commencement of soil disturbing activities. For Large Construction Activities, among other notices required under TXR150000, a copy of the signed Notice of Intent ("NOI") for TPDES permit coverage under TXR1500000 must be submitted by the Construction Site Operator to the Texas Commission on Environmental Quality and to the District's Engineer at least seven (7) days prior to commencement of soil disturbing activities. The Construction Site Operator is responsible for the inspections required under TXR150000 and the implementation and regular maintenance of all BMPs listed in the SWP3 as required under TXR150000.

(2) Construction Site Operator Responsibilities. A Construction Site Operator is responsible for the management, implementation, SWP3 compliance, and compliance with all of their subcontractors, trades, suppliers, and agents.

(i) Erosion control devices shall be maintained in place at all times during construction activities. Contractors shall control all waste at the construction site such as discarded building materials, concrete truck washout water, chemicals, litter, and sanitary waste that may cause adverse impacts to water quality.

(ii) Prior to the completion of any approved construction activity, contractors must address post construction runoff. Erosion control devices shall be installed and maintained upon completion, where all construction debris and rubbish shall be removed from the site, and any damage to the District's facilities (including but not limited to the Storm

Sewer System) shall be repaired at the expense of the developer, the Builder or homeowner constructing the improvements. The contractor is responsible for ensuring all erosion control devices and non-structural controls function properly so Illicit Discharges do not enter into the Storm Sewer System. All erosion control devices and non-structural controls must meet District standards or otherwise be satisfactory to the District's Engineer.

(c) Construction Site Inspections. The District reserves the right to conduct periodic construction site inspections to ensure compliance with this Section 5.04. Such inspections may be on a scheduled basis or on an as-needed, unannounced basis. No prior notification of an inspection shall be required from the District. The inspections will be performed by a representative of the District and documented utilizing an Engineering Checklist, Construction Inspection Form, and/or other forms.

(d) Failure to Comply. Failure of the Construction Site Operator, a contractor, subcontractor, developer, Builder, homeowner, Customer, or other person, firm, corporation or entity to comply with this Section 5.04 is a violation of this Order. Non-compliance with TXR150000 is a violation of this Order without regard to whether the Texas Commission on Environmental Quality or any federal, state or local administrative agency has investigated, issued a Notice of Violation, or otherwise made a determination with respect to such non-compliance. In addition, and without limiting the rights and remedies available to the District, the District may assess fees and costs to the Construction Site Operator to repair damage to the Storm Sewer System and to install or repair the BMPs necessary to correct a violation of this Section 5.04.

Section 6. Damage to District Facilities; Tampering; Repairs and Obstructions.

6.01. Damage to and Tampering With Meters and/or District Facilities and Appurtenances. No person other than a duly authorized agent of the District shall open any meter box, repair, alter, adjust, remove, make connections or additions to, restore service when

terminated for any reason under this Order, or in any other way take any action which affects any meter, meter box, service line or other appurtenance to any of the Systems. No person shall direct discharges to the Storm Sewer System in violation of this Order. The District reserves the right to immediately and without notice remove the meter or disconnect water service and/or any other service to any Customer whose meter, meter box, service line or other appurtenance to any of the Systems has been tampered with or altered in any way, or who has reconnected service which was terminated by the District or who has connected or otherwise directed discharges to a Storm Sewer System facility. In addition to the disconnection and reconnection fees charged under Section 4.02 of this Order and any penalties assessed under Section 7 of this Order, the District shall assess (i) a fee of \$25.00 for the removal and reinstallation of a meter under this Section 6.01, and (ii) any repair costs incurred by the District hereunder, and (iii) a damage fee of \$250.00.

6.02. Right to Repair. In recognition of the District's obligation to protect and maintain the public health, the District reserves the right to repair damage to the Systems and appurtenances caused by Customer without prior notice, and to assess against Customer such costs, including attorneys' fees, and such penalties as are provided in this Order or otherwise provided by law or legally available to the District, in addition to those charges necessary to repair the portion of the Systems so damaged.

6.03. Obstructions. After a water meter has been set, the Customer shall at all times keep the area in, around and upon the meter and box and District easements and property under Customer's control free from rubbish or obstructions of any kind. Failure to keep the meter and box and District easements and property under Customer's control free from rubbish or obstructions may result in disconnection of service and/or the assessment of charges necessary to remove said obstructions. Customers are prohibited from introducing material into the Sanitary Sewer System which would cause obstruction of said System. In the event that an inspection by the District's Engineer or District's Operator reveals damage to the Sanitary Sewer System resulting from a Customer's failure to prevent obstructing materials from entering said System, the District reserves the right to immediately and without notice remove the obstruction. Any District

costs for removal of obstructions, including the cleaning of grease traps or other pretreatment units, plus a District administration fee of fifty percent (50%) of said costs, shall be assessed to Customer. The District's Operator shall have rights of ingress and egress to Customer's property in order to carry out the provisions of this Section.

Section 7. Penalties for Violation; Attorney's Fees and Court Costs. Any person, corporation or other entity who:

- (1) violates any section of this Order or any order regulating waste heretofore or hereafter adopted by the District; or
- (2) makes unauthorized use of any of the Systems or District services or facilities including any trespass onto District sites, including but not limited to, the site of a District storm water detention pond or drainage channel; or
- (3) violates the District's "Rules and Regulations Governing Sewer House Lines and Sewer Connections" or any other rules or regulations of the District;

shall be subject to a civil penalty of not less than \$250.00, and in no event to exceed \$10,000, for each breach of the foregoing provisions. Each day that a breach continues shall be considered a separate breach. The amount of any penalty levied by the District pursuant to this Section 7 shall be established by the District's Board of Directors after reasonable notice to the violator and a public hearing relative to such matter before the Board of Directors.

Penalties levied under this Section 7 shall be in addition to such other penalties as are provided in this Order or any order regulating waste or Drought Contingency Plan heretofore or hereafter adopted by the District, any other penalties provided under the laws of the State of Texas, and any other right of recovery that the District may have for damages or otherwise under applicable law. Notwithstanding the foregoing, in no event shall the District levy a penalty that is in excess of the jurisdictional limit of the justice court as provided by Section 27.031, Texas Government Code, as amended. In addition to the enforcement provisions set forth in this Order, the provisions of this Order, including any penalties levied hereunder, may be enforced by complaints filed in the appropriate court of jurisdiction in the county in which the District's

principal office or meeting place is located. If the District prevails in any suit to enforce its rules, it may, in the same action, recover reasonable fees for attorneys, expert witnesses and other costs incurred by the District before the court. The amount of attorney's fees shall be fixed by the court.

Section 8. Appeal; Accuracy of Meters. Any determination by District's Operator or District's Engineer or authorized agent of the District or any dispute regarding the terms and provisions of this Order may be appealed to the Board of Directors of the District which shall conduct a hearing on the matter. All appeals shall either be submitted by Customer in writing or presented by Customer in person to the Board of Directors of the District at its regular meeting. In order to maintain service during the pendency of any such appeal in connection with fees or charges assessed hereunder, Customer shall pay the undisputed portion of all amounts, including service charges, penalties and other charges, due and payable to the District. Any amounts which are paid by the Customer and subsequently determined by the Board of Directors not to have been due shall be refunded to the Customer or credited against future bills, at the discretion of the District. The District's Operator and/or attorney shall provide Customer with information regarding appeals and hearing procedures upon Customer's request.

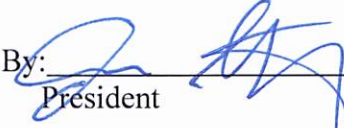
Section 9. Amendments. The District's Board of Directors has and specifically reserves the right to change, alter or amend any rate or provision of this Order at any time.

Section 10. Severability. The provisions of this Order are severable, and if any provision or part of this Order or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Order and application of such provision or part of this Order shall not be affected thereby.

The President or Vice President is authorized to execute and the Secretary or Assistant Secretary is authorized to attest this Order on behalf of the Board and the District.

Passed and adopted this 13th day of May, 2024.

ATTEST:

By:  _____
President

By:  _____
Secretary

(SEAL)

EXHIBIT "A"

Service Inspection Certification Form

Harris County Municipal Utility District No. 569

District's I.D. # _____

Location of Service _____

I, _____, upon inspection of the private water distribution facilities connected to the aforementioned public water supply do hereby certify that, to the best of my knowledge

- | | <u>Compliance</u> | <u>Non-Compliance</u> |
|---|--------------------------|--------------------------|
| (1) No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with TCEQ regulations and the provisions of the District's Rate Order. | ☐ | ☐ |
| (2) No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention device tester. | ☐ | ☐ |
| (3) No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply. | ☐ | ☐ |
| (4) No pipe, pipe fitting, plumbing fitting or fixture which contains more than a weighted average of 0.25% lead exists in private plumbing facilities installed on or after January 4, 2014. | ☐ | ☐ |
| (5) No solder or flux which contains more than 0.2% lead exists in private plumbing facilities installed on or after July 1, 1988. | ☐ | ☐ |

I further certify that the following materials were used in the installation of the private water distribution facilities:

Service line	Lead	☐	Lead Free	☐	Copper	☐	PVC	☐	Other	☐
Solder	Lead	☐			Lead Free	☐	Solvent Weld	☐	Other	☐

I recognize that this document shall become an official record of Harris County Municipal Utility District No. 569 and that I am legally responsible for the validity of the information I have provided.

Signature of Inspector

Registration Number

Title

Type of Registration

Date

EXHIBIT "B"

Backflow Prevention Assembly Test and Maintenance Report

The following form must be completed for each assembly tested. A signed and dated original must be submitted to the District for recordkeeping purposes.

BACKFLOW PREVENTION ASSEMBLY TEST AND MAINTENANCE REPORT

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 569

DISTRICT IDENTIFICATION NO. _____

MAILING ADDRESS: _____

CONTACT PERSON: _____

LOCATION OF SERVICE: _____

The backflow prevention assembly detailed below has been tested and maintained as required by TCEQ regulations and is certified to be operating within acceptable parameters.

TYPE OF ASSEMBLY

- | | |
|--|--|
| ☐ Reduced Pressure Principle
☐ Double Check Valve
☐ Pressure Vacuum Breaker | ☐ Reduced Pressure Principle-Detector
☐ Double Check-Detector
☐ Spill-Resistant Pressure Vacuum Breaker |
|--|--|

Manufacturer: _____

Size: _____

Model Number: _____

Located At: _____

Serial Number: _____

Is the assembly installed in accordance with manufacturer recommendations and/or local codes? _____

	Reduced Pressure Principle Assembly			Pressure Vacuum Breaker	
	Double Check Valve Assembly		Relief Valve	Air Inlet	Check Valve
	1st Check	2nd Check		Opened at ____ psid Did not Open ☐	____ psid Leaked ☐
Initial Test	Held at ____ psid Closed Tight ☐ Leaked ☐	Held at ____ psid Closed Tight ☐ Leaked ☐	Opened at ____ psid Did not open ☐		
Repairs and Materials Used					
Test After Repair	Held at ____ psid Closed Tight ☐	Held at ____ psid Closed Tight ☐	Opened at ____ psid	Opened at ____ psid	____ psid

Testing gauge used: Make/Model:_____ SN:_____ Calibration Date:_____

Remarks:_____

The above is certified to be true at the time of testing.

Firm Name: _____

Certified Tester: _____

Firm Address: _____

Cert. Tester No.: _____

Firm Phone No.:_____

Date: _____

Exhibit "C"

Leak Adjustment Request Form

The filing of this Form does not extend the due date of your bill. Your bill must be paid in full prior to the delinquent date.

Account No. _____

Service Address _____

Daytime Phone No. _____

The Rate Order of Harris County Municipal Utility District No. 569 (the "District") allows for a Leak Adjustment credit because of loss of water through an excusable defect in a customer's water line. An "excusable defect" is a water line rupture or water line leakage caused by weather, settlement, corrosion, wear or accident, which defect has been repaired by the customer. **Visible and/or readily detectable leaks such as, for example, faucet and hose leaks and running toilets, are ineligible.** Credit may be given for one-half of the District's applicable water service rate applied to usage in excess of the customer's average as determined appropriate by the District in its sole discretion. Any Leak Adjustment is limited to a maximum of three (3) consecutive months and must be requested within six (6) months of the repair. Customers may request no more than two (2) Leak Adjustments in any twelve (12) month period.

I, _____, am the Responsible Party for the account at the above service address,
(Give full legal name and/or business identity)

I am familiar with all of the facts stated in this document and they are true and correct. Making false statements on this government record is subject to criminal prosecution under Chapter 37 of the Texas Penal Code. I certify that this request and attached documents contain no false statements.

I am requesting the District adjust the water bills for this account, to the extent allowed by its Rate Order because of a leak beginning on (date) _____ and repaired on (date) _____. During this period, the following additional water appliances (washer, dishwasher, spa, etc., or none) were installed at the service address: _____. The water lost from this leak was not used by anyone.

IN ORDER TO PROCESS YOUR APPLICATION QUICKLY & EFFICIENTLY, PLEASE READ THE FOLLOWING CAREFULLY AND GIVE A COMPLETE AND CLEAR DESCRIPTION OF THE REPAIRS.

Description of leak on customer's side of meter: _____

Description of repair: _____

Attach documentation of the repair date, address, type of repair, and cost. Acceptable documents include plumber's statement/bill, or a receipt for parts. Businesses with in-house maintenance may submit a statement signed by two (2) employees who witnessed the repair. No adjustment will be considered without this documentation.

In all cases, the District retains the right to make field verifications before approving any Leak Adjustment. You will be notified by mail within 90 days whether your request is approved or denied, in whole or in part. Any adjustment granted will appear as a credit on a future bill.

Print Name: _____

Signature: _____ Date: _____

Complete form and return to _____ *

* NOTE: Insert Operator contact information.

Exhibit H

Legal



Harris County Municipal Utility District No. 569

Landscape Architect Report

May 13, 2024 @ 1:00 pm

15. 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 #6	\$539,745.37
Pay Application #2	\$373,630.36	Pay Application #7	\$580,860.04
Pay Application #3	\$791,340.87	Pay Application #8	\$634,533.29
Pay Application #4	\$496,345.07	Pay Application #9	\$556,798.72
Pay Application #5	\$646,532.90	Pay Application #10	\$633,207.29

Previous Change Orders Approved

Change Order #1	\$78,812.16 (Civil work scope changes, add'l sidewalk)
Change Order #2	\$23,162.69 (Electrical changes)
Change Order #3	\$19,771.96 (additional 2" HDPE conduit for data sleeves)
Change Order #4	\$26,705.61 (water meter upsize from 2" to 3")
Change Order #5	\$10,328.18 (electrical modification to upgrade the Tap Box)
Change Order #6	\$18,735.07 (Additional Conduit)

Current Pay Applications Recommended for Board Approval

Pay Application #11	\$386,688.82
Pay Application #12	\$850,852.49

Current Change Orders Recommended for Board Approval

Change Order #7	\$6,764.79 (fire lane concrete thickened, pavers at restroom pavilion changed to colored concrete, fence credit)
Change Order #8	\$42,815.45 (added canopy & roof for water slide structure)
Change Order #9	\$3,319.49 (bore for electrical at relocated entry monument due to existing power pole locations)
Change Order #10	\$54,562.17 (sod at dog park, add wax myrtles)

Job Status

- Change Orders #7, 8, 9 & 10 being presented for Board signature. Includes fire lane concrete thickened, pavers at restroom pavilion changed to colored

concrete, fence credit, added canopy & roof for water slide structure and bore for electrical at relocated entry monument due to existing power pole locations.

- Landscape installation continues.
- Synthetic turf installation is complete.
- Splash pad is complete.
- Pool equipment installation is underway.
- Playground is installed.
- Site furniture installation is underway.
- Dog park equipment installation is underway.
- Pool slide installation is complete.

APPLICATION AND CERTIFICATION FOR PAYMENT

Lacy

Received by KGA 04/04/2024

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: 11

Distribution to:

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

APPLICATION DATE: 4/3/2024

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: 4/3/2024

CONTRACT FOR: New Construction

CONTRACT DATE: March 13, 2023

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 \$ 177,515.67

3. CONTRACT SUM TO DATE (LINE 1 + 2) \$ 8,190,853.62

4. TOTAL COMPLETED & STORED TO DATE \$ 6,635,570.43
(Column G on G703)

5. RETAINAGE:

a. 10 % of Completed Work \$ 663,557.04
(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) \$ 663,557.04

6. TOTAL EARNED LESS RETAINAGE \$ 5,972,013.39
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 5,585,324.57
(Line 6 from Prior Certificate)

8. CURRENT PAYMENT DUE \$ 386,688.82

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 Less Line 6) \$ 2,218,840.23

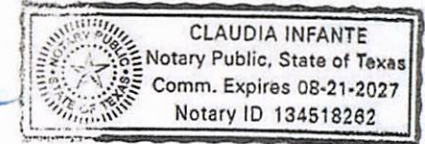
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 158,780.60	\$ -
Total approved this Month	\$ 18,735.07	\$ -
TOTALS	\$ 177,515.67	\$ -
NET CHANGES by Change Order		\$ 177,515.67

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: 4/3/2024

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 \$ 386,688.82

(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: 04/4/2024

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 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 ITEM NO.	B DESCRIPTION OF WORK	C Unit Type	C Unit Qty	C Unit Price	C SCHEDULED	C Previous Units	D FROM PREVIOUS APPLICATIONS	E THIS PERIOD	F MATERIALS PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	H BALANCE TO FINISH	I RETAINAGE 10%
General Conditions												
1	Maintenance	MO	4	\$ 6,263.66	\$ 25,054.64		\$ -	\$ -	\$ -	\$ -	\$ 25,054.64	\$ -
2	Mobilization / Site Prep	LS	1	\$ 153,946.03	\$ 153,946.03	1	\$ 153,946.03	\$ -	\$ -	\$ 153,946.03	\$ -	\$ 15,394.60
3	Payment and Performance Bonds	LS	1	\$ 68,694.47	\$ 68,694.47	1	\$ 68,694.47	\$ -	\$ -	\$ 68,694.47	\$ -	\$ 6,869.45
4	Permits and Inspection	LS	1	\$ 12,659.45	\$ 12,659.45	1	\$ 12,659.45	\$ -	\$ -	\$ 12,659.45	\$ -	\$ 1,265.95
5	SWPPP Controls (Complete, Install, Maintenance, and Removal)	LS	1	\$ 17,494.30	\$ 17,494.30	0.8	\$ 13,995.44	0.1	\$ 1,749.43	\$ 15,744.87	\$ 1,749.43	\$ 1,749.43
SUBTOTAL GENERAL CONDITIONS					\$ 277,848.89		\$ 249,295.39	\$ 1,749.43	\$ -	\$ 251,044.82	\$ 26,804.07	\$ 2,510.44
Softscape/Outside Pool Fence												
1	Live Oak - 65 Gal.	EA	19	\$ 987.00	\$ 18,753.00	19	\$ 18,753.00	\$ -	\$ -	\$ 18,753.00	\$ -	\$ 1,875.30
2	Monterey Oak - 65 Gal.	EA	19	\$ 980.57	\$ 18,632.73	19	\$ 18,632.73	\$ -	\$ -	\$ 18,632.73	\$ -	\$ 1,863.27
3	Mexican Sycamore - 65 Gal.	EA	22	\$ 949.04	\$ 20,878.88	22	\$ 20,878.88	\$ -	\$ -	\$ 20,878.88	\$ -	\$ 2,087.88
4	Shumard Oak - 65 Gal.	EA	13	\$ 980.57	\$ 12,748.71	13	\$ 12,748.71	\$ -	\$ -	\$ 12,748.71	\$ -	\$ 1,274.87
5	Loblolly Pine - 65 Gal.	EA	46	\$ 980.57	\$ 45,110.82	46	\$ 45,110.82	\$ -	\$ -	\$ 45,110.82	\$ -	\$ 4,511.08
6	Bald Cypress - 65 Gal.	EA	13	\$ 980.57	\$ 12,748.71	13	\$ 12,748.71	\$ -	\$ -	\$ 12,748.71	\$ -	\$ 1,274.87
7	Crape Myrtle 'Natchez' - 65 Gal.	EA	36	\$ 949.04	\$ 34,165.44	36	\$ 34,165.44	\$ -	\$ -	\$ 34,165.44	\$ -	\$ 3,416.54
8	Nellie R Stevens Holly - 65 Gal.	EA	15	\$ 1,050.27	\$ 15,754.05	15	\$ 15,754.05	\$ -	\$ -	\$ 15,754.05	\$ -	\$ 1,575.41
9	Saucer Magnolia - 45 Gal.	EA	30	\$ 771.80	\$ 23,156.70	30	\$ 23,156.70	\$ -	\$ -	\$ 23,156.70	\$ -	\$ 2,315.67
10	Loropetalum - 5 Gal.	EA	45	\$ 26.57	\$ 1,195.65	23	\$ 611.11	\$ -	\$ -	\$ 611.11	\$ 584.54	\$ 61.11
11	Adagio Grass - 3 Gal.	EA	204	\$ 26.57	\$ 5,420.28	102	\$ 2,710.14	\$ -	\$ -	\$ 2,710.14	\$ 2,710.14	\$ 271.01
12	Cassian Grass - 3 Gal.	EA	266	\$ 26.57	\$ 7,099.02	143	\$ 3,799.51	\$ -	\$ -	\$ 3,799.51	\$ 3,299.51	\$ 379.95
13	Knockout Rose - 3 Gal.	EA	32	\$ 41.76	\$ 1,336.32	16	\$ 668.16	\$ -	\$ -	\$ 668.16	\$ 668.16	\$ 66.82
14	Red Drift Rose - 3 Gal.	EA	268	\$ 41.76	\$ 11,191.68	134	\$ 5,595.84	\$ -	\$ -	\$ 5,595.84	\$ 5,595.84	\$ 559.58
15	Sunshine Ligustrum - 3 Gal.	EA	177	\$ 43.02	\$ 7,614.54	88	\$ 3,785.76	\$ -	\$ -	\$ 3,785.76	\$ 3,785.76	\$ 378.58
16	Abella - 3 Gal.	EA	161	\$ 26.57	\$ 4,277.77	80	\$ 2,125.60	\$ -	\$ -	\$ 2,125.60	\$ 2,125.60	\$ 212.56
17	Carissa Holly - 3 Gal.	EA	160	\$ 26.57	\$ 4,251.20	80	\$ 2,125.60	\$ -	\$ -	\$ 2,125.60	\$ 2,125.60	\$ 212.56
18	'New Gold' Lantana - 1 Gal.	EA	629	\$ 13.92	\$ 8,755.68	315	\$ 4,384.80	\$ -	\$ -	\$ 4,384.80	\$ 4,384.80	\$ 438.48
19	Var. Flax Lily - 1 Gal.	EA	504	\$ 13.92	\$ 7,015.68	252	\$ 3,507.84	\$ -	\$ -	\$ 3,507.84	\$ 3,507.84	\$ 350.78
20	Big Blue Urope - 1 Gal.	EA	652	\$ 10.12	\$ 6,598.24	325	\$ 3,299.00	\$ -	\$ -	\$ 3,299.00	\$ 3,299.00	\$ 328.90
21	Sandy Leaf Fig Ivy - 1 Gal.	EA	55	\$ 15.18	\$ 850.08	28	\$ 425.04	\$ -	\$ -	\$ 425.04	\$ 425.04	\$ 42.50
22	Seasonal Color - 4" Pot	SF	822	\$ 2.53	\$ 2,079.66	411	\$ 1,039.83	\$ -	\$ -	\$ 1,039.83	\$ 1,039.83	\$ 103.98
23	Fine Grade and Hydromulch	SF	268,000	\$ 0.13	\$ 34,840.00	110,000	\$ 14,300.00	\$ -	\$ -	\$ 14,300.00	\$ 20,540.00	\$ 1,430.00
24	Overseeding (One Application)	SY	268,000	\$ 0.09	\$ 24,120.00		\$ -	\$ -	\$ -	\$ -	\$ 24,120.00	\$ -
25	Landscape Boulders	TONS	22	\$ 440.35	\$ 9,687.70	18	\$ 7,926.30	4	\$ 1,781.40	\$ 9,697.70	\$ -	\$ 968.77
26	Bermuda Sod	LS	4,350	\$ 8.22	\$ 35,757.00		\$ -	\$ -	\$ -	\$ -	\$ 35,757.00	\$ -
27	Irrigation System (Complete & Operable)	LS	1	\$ 269,597.31	\$ 269,597.31	0.85	\$ 246,157.71	0.1	\$ 28,959.73	\$ 275,117.44	\$ 14,479.87	\$ 27,511.74
28	Water Meters and Tap Fees	LS	1	\$ 5,554.45	\$ 5,554.45	1	\$ 5,554.45	\$ -	\$ -	\$ 5,554.45	\$ -	\$ 554.45
SUBTOTAL SOFTSCAPE/OUTSIDE POOL FENCE					\$ 673,691.30		\$ 513,955.73	\$ 30,721.13	\$ -	\$ 544,676.86	\$ 129,014.44	\$ 54,467.69
Hardscape/Outside Pool Fence												
1	Underground Drainage	LS	1	\$ 470,647.05	\$ 470,647.05	1	\$ 470,647.05	\$ -	\$ -	\$ 470,647.05	\$ -	\$ 47,064.71
2	Rough Grading	LS	1	\$ 124,319.11	\$ 124,319.11	1	\$ 124,319.11	\$ -	\$ -	\$ 124,319.11	\$ -	\$ 12,431.91
3	2" HDPE Sleeves (future camera locations)	LF	750	\$ 25.26	\$ 18,945.00	1500	\$ 37,890.00	\$ -	\$ -	\$ 37,890.00	\$ (18,945.00)	\$ 3,789.00
4	Site Electrical Connection / Service (Operational)	LS	1	\$ 83,529.13	\$ 83,529.13	0.85	\$ 79,352.67	\$ -	\$ -	\$ 79,352.67	\$ 4,176.46	\$ 7,935.27
5	Site Lighting and Electrical (Operational)	LS	1	\$ 191,098.56	\$ 191,098.56	0.85	\$ 162,433.78	0.1	\$ 19,108.86	\$ 181,543.63	\$ 9,554.93	\$ 18,154.36
6	(Conduit, Fittings, Third Party Inspection, etc.)	LS	1	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Sanitary Connection to Restroom Pavilion	LS	1	\$ 44,682.02	\$ 44,682.02	0.5	\$ 22,341.01	0.25	\$ 11,705.51	\$ 33,511.52	\$ 11,170.51	\$ 3,351.15
8	Water Connection to Restroom Pavilion	LS	1	\$ 12,287.93	\$ 12,287.93	0.5	\$ 6,143.97	0.25	\$ 3,071.98	\$ 9,215.95	\$ 3,071.98	\$ 921.59
9	ADA Parking Signage	LS	4	\$ 173.70	\$ 694.80		\$ -	\$ -	\$ -	\$ -	\$ 694.80	\$ -

ITEM NO.	DESCRIPTION OF WORK	Unit	Qty	Unit Price	SCHEDULED	Previous	FROM PREVIOUS APPLICATIONS	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PERCENT	BALANCE TO FINISH	RETAINAGE
10	Ramps at Parking Lot Driveway	EA	5	\$ 1,515.89	\$ 9,085.34	6	\$ 9,085.34			\$ 9,085.34	100%	\$ -	\$ 909.53
11	Parking Lot Wheel Stop at Accessible Parking	EA	5	\$ 145.27	\$ 726.35					\$ 726.35	100%	\$ -	\$ -
12	Parking Lot Pavement / Curb / Driveway Apron	SF	41018	\$ 7.76	\$ 318,299.68	41018	\$ 318,299.68			\$ 318,299.68	100%	\$ -	\$ 31,829.97
13	Parking Lot Stabilized Subbase	SF	41939	\$ 1.95	\$ 81,586.05	41939	\$ 81,586.05			\$ 81,586.05	100%	\$ -	\$ 8,158.61
14	Parking Lot Pavers	SF	1470	\$ 12.57	\$ 18,477.90			1275	\$ 16,026.75	\$ 18,026.75	87%	\$ 2,451.15	\$ 1,602.68
15	Wide Parking Lot Striping	SF	1	\$ -	\$ -					\$ -	0%	\$ 956.60	\$ -
16	Fire Lane Striping & Lettering	LS	1	\$ 908.53	\$ 908.53					\$ 908.53	0%	\$ 126.33	\$ -
17	Accessible Parking / Symbol	LS	1	\$ 126.33	\$ 126.33					\$ 126.33	0%	\$ 21,434.40	\$ -
18	Fire Lane Geoblock Pavers	SF	1170	\$ 18.32	\$ 21,434.40					\$ 21,434.40	0%	\$ -	\$ -
19	Fire Lane Concrete Curb Border	LF		\$ -	\$ -					\$ -	0%	\$ -	\$ -
20	Recreation Center Monument	EA	2	\$ 25,869.83	\$ 51,739.66			1	\$ 25,869.83	\$ 25,869.83	50%	\$ 25,869.83	\$ 2,586.98
21	Concrete Walk (4.5" Thick)	SF	2637	\$ 6.36	\$ 16,771.32			2000	\$ 12,720.00	\$ 12,720.00	76%	\$ 4,051.32	\$ 1,272.00
22	Concrete Walk (4" Thick)	SF	30111	\$ 6.19	\$ 186,387.09	28500	\$ 176,415.00	1611	\$ 9,972.09	\$ 186,387.09	100%	\$ -	\$ 18,638.71
23	Pedestrian Pavers	SF	2800	\$ 17.30	\$ 48,440.00			2000	\$ 34,600.00	\$ 34,600.00	71%	\$ 13,840.00	\$ 3,460.00
24	Playground Haunched Edge	LF	403	\$ 11.50	\$ 4,634.50				\$ 4,634.50	\$ 4,634.50	100%	\$ -	\$ 463.45
25	Playground Ramp	EA	2	\$ 1,579.05	\$ 3,158.10				\$ 3,158.10	\$ 3,158.10	100%	\$ -	\$ 315.81
26	Playground Concrete Band	LF	402	\$ 47.28	\$ 19,006.56				\$ 19,006.56	\$ 19,006.56	100%	\$ -	\$ 1,900.66
27	Playground Safety Fall Surface (12" Depth)	SF	5056	\$ 2.87	\$ 14,510.72				\$ 14,510.72	\$ 14,510.72	0%	\$ -	\$ -
28	Playground Climbing Hill Driveway	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	\$ 10.65	\$ 10.65					\$ 10.65	0%	\$ -	\$ -
30	Playground Synthetic Turf	SF	3248	\$ 10.65	\$ 34,591.20					\$ 34,591.20	0%	\$ -	\$ -
31	Berm Slide (Roller Slide)	LS	1	\$ 40,642.05	\$ 40,642.05					\$ 40,642.05	75%	\$ 10,660.51	\$ 3,048.15
32	Rubber Ball Climbers	EA	17	\$ 1,508.01	\$ 25,636.17					\$ 25,636.17	72%	\$ 18,473.12	\$ 1,647.31
33	Play Structure (5-12 year Blows) (Complete and Operational)	LS	1	\$ 115,250.81	\$ 115,250.81					\$ 115,250.81	70%	\$ 24,575.24	\$ 8,067.56
34	Play Structure (2-5 year Blows) (Complete and Operational)	LS	5	\$ 69,100.80	\$ 345,504.00					\$ 345,504.00	70%	\$ 20,730.27	\$ 4,837.06
35	Play Structure Log Steppers	EA	5	\$ 2,173.12	\$ 10,865.60					\$ 10,865.60	65%	\$ 3,802.96	\$ 706.26
36	Play Structure Log Crawl Tunnel	LS	1	\$ 14,218.22	\$ 14,218.22					\$ 14,218.22	70%	\$ 4,265.47	\$ 985.28
37	Play Structure Hecker Swing Set	LS	2	\$ 8,107.18	\$ 16,214.36					\$ 16,214.36	63%	\$ 6,102.89	\$ 1,017.15
38	Play Structure Table Tennis (including electrical connection)	LS	1	\$ 44,834.58	\$ 44,834.58					\$ 44,834.58	70%	\$ 31,384.21	\$ 3,138.42
39	Play Structure Mobius Climber	LS	1	\$ 17,478.08	\$ 17,478.08					\$ 17,478.08	70%	\$ 12,234.66	\$ 1,223.47
40	Play Structure Reversible Spinner	LS	1	\$ 11,131.33	\$ 11,131.33					\$ 11,131.33	70%	\$ 3,339.40	\$ 779.19
41	Soccer Goals	LS	1	\$ 13,970.80	\$ 13,970.80					\$ 13,970.80	50%	\$ 6,985.40	\$ 688.54
42	Splashpad Equipment (Vortex Complete and Operational including	LS	2487	\$ 199,885.36	\$ 496,885.36	0.75	\$ 149,914.02	0.15	\$ 29,982.80	\$ 496,885.36	90%	\$ 18,888.54	\$ 17,989.68
43	Splashpad Surfacing	SF	2487	\$ 9.94	\$ 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					\$ 10,087.40	0%	\$ -	\$ -
45	Overlook Decomposed Granite	SF	971	\$ 8.19	\$ 8,010.49					\$ 8,010.49	0%	\$ -	\$ -
46	Courtyard Concrete Edge	LF	188	\$ 10.51	\$ 1,975.88			188	\$ 1,975.88	\$ 1,975.88	100%	\$ -	\$ 197.59
47	Courtyard Basalt Gravel	SF	3802	\$ 5.24	\$ 19,822.48					\$ 19,822.48	0%	\$ -	\$ -
48	Courtyard Synthetic Turf	SF	5881	\$ 11.81	\$ 70,042.71					\$ 70,042.71	0%	\$ -	\$ -
49	Courtyard Colored Concrete	LF	44	\$ 170.63	\$ 7,507.72					\$ 7,507.72	100%	\$ -	\$ 750.77
50	Courtyard Seawall (18" Ht.)	SF	1118	\$ 9.58	\$ 10,710.44					\$ 10,710.44	0%	\$ -	\$ -
51	Finest Lawn Seawall (18" Ht.)	LF	1	\$ -	\$ -					\$ -	0%	\$ -	\$ -
52	Dog Park 6' Ht. Omega Fence	LF	1001	\$ 105.70	\$ 105,805.70	500	\$ 52,850.00	501	\$ 52,955.70	\$ 105,805.70	100%	\$ -	\$ 10,580.57
53	Dog Park 6' Ht. Double Maintenance Gates	EA	4	\$ 3,844.98	\$ 15,379.92	2	\$ 7,689.96	2	\$ 7,689.96	\$ 15,379.92	100%	\$ -	\$ 1,537.99
54	Dog Park 6' Ht. Double Maintenance Gates	EA	2	\$ 3,162.10	\$ 6,324.20	1	\$ 3,162.10	1	\$ 3,162.10	\$ 6,324.20	100%	\$ -	\$ 636.42
55	Dog Park Drinking Fountain	EA	1	\$ 7,463.60	\$ 7,463.60					\$ 7,463.60	0%	\$ -	\$ -
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	\$ 15,828.01	\$ 15,828.01	0.5	\$ 7,914.01			\$ 7,914.01	50%	\$ 7,914.01	\$ 781.40
58	Dog Park Entry Arch Column Cladding	EA	2	\$ 1,724.04	\$ 3,448.08					\$ 3,448.08	0%	\$ -	\$ -
59	Dog Park Pavilion (w/ gutters)	EA	1	\$ 60,613.29	\$ 60,613.29	0.95	\$ 57,582.63			\$ 57,582.63	95%	\$ 3,030.66	\$ 5,758.26

CONTINUATION SHEET

AIA DOCUMENT G703

PROJECT: Sunterra Recreation Center Facility

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached

Application No: 11

Application Date: 4/2/2024

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

Use 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						
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		\$ -	4	\$ 4,499.84	\$ -	\$ 4,499.84	100%	\$ -	\$ 449.98
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
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	0.8	\$ 259,886.26	0.15	\$ 48,728.67	\$ -	\$ 308,614.94	95%	\$ 16,242.89	\$ 30,861.49
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		\$ 2,560,877.23		\$ 288,541.37	\$ -	\$ 2,849,418.60	81%	\$ 674,312.27	\$ 284,941.86
Pool/Lazy River Softscape														
1	Nellie R Stevens Holly - 65 Gal.	EA	13	\$ 1,202.12	\$ 15,627.56	13	\$ 15,627.56		\$ -	\$ -	\$ 15,627.56	100%	\$ -	\$ 1,562.76
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		\$ -	7	\$ 6,643.28	\$ -	\$ 6,643.28	100%	\$ -	\$ 664.33
10	Irrigation System (Complete & Operable)	LS	1	\$ 22,565.61	\$ 22,565.61	0.45	\$ 10,154.52	0.45	\$ 10,154.52	\$ -	\$ 20,309.05	90%	\$ 2,256.56	\$ 2,030.90
SUBTOTAL POOL/LAZY RIVER SOFTSCAPE					\$ 57,307.20		\$ 25,782.08		\$ 16,797.80	\$ -	\$ 42,579.89	74%	\$ 14,727.31	\$ 4,257.99

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%	
Pool/Lazy River Hardscape													
1	Site Lighting and Electrical (Operational)	LS	1	\$ 165,710.88	\$ 165,710.88	0.0	\$ 148,130.61	0.05	\$ 8,285.53	\$ -	\$ 157,425.15	95%	
2	(Conduit, Fixtures, Third Party Inspection, etc.)	LS	-	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -	-	
3	Restroom Curb(Including connections)	LS	1	\$ 165,703.91	\$ 165,703.91	0.85	\$ 140,848.32	0.05	\$ 8,285.20	\$ -	\$ 149,133.52	90%	
4	Lazy River Equipment Enclosure Shed	LS	1	\$ 17,015.82	\$ 17,015.82	-	\$ 17,015.82	-	\$ -	\$ -	\$ 17,015.82	100%	
5	Lazy River Equipment Enclosure Walls (w/ community name)	LF	140	\$ 328.10	\$ 46,934.00	-	-	125	\$ 41,012.50	\$ -	\$ 41,012.50	99%	
6	Lazy River Equipment Enclosure 8' Ht. Louvered Gates	EA	3	\$ 2,463.32	\$ 7,389.96	-	-	-	\$ -	\$ -	\$ 7,389.96	0%	
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	-	-	-	\$ -	\$ -	\$ 23,282.75	0%	
9	Water Connection to Lazy River Equipment Enclosure	LS	1	\$ 10,087.40	\$ 10,087.40	-	-	-	\$ -	\$ -	\$ 10,087.40	0%	
10	Storm Connection to Lazy River Equipment Enclosure	LS	1	\$ 2,526.47	\$ 2,526.47	-	-	-	\$ -	\$ -	\$ 2,526.47	0%	
11	811 Pool Phone	EA	1	\$ 1,515.88	\$ 1,515.88	-	-	-	\$ -	\$ -	\$ 1,515.88	0%	
12	8' Ht. Ametstar Fencing	LF	720	\$ 140.81	\$ 101,383.20	200	\$ 28,162.00	-	\$ 28,162.00	28%	\$ 73,221.20	28%	
13	8' Ht. Ametstar Pedestrian Gate(Including access control)	EA	2	\$ 5,568.36	\$ 11,136.72	1	\$ 5,568.36	-	\$ 5,568.36	50%	\$ 5,568.36	50%	
14	Access Control Hardware Allowance	AL	1	\$ 6,500.00	\$ 6,500.00	-	-	-	\$ -	\$ -	\$ 6,500.00	0%	
15	Lazy River Pump Enclosure(Including CMU walls & p/n mounted lifting)	EA	5	\$ 1,894.86	\$ 9,474.30	-	-	-	\$ -	\$ -	\$ 9,474.30	0%	
16	Pool Shade Structure (15'x38' steelwork monolope)	EA	1	\$ 48,026.66	\$ 48,026.66	1.5	\$ 73,539.99	-0.5	\$ (24,519.33)	\$ -	\$ 49,026.66	100%	
17	Pool Shade Structure Column Cladding	EA	6	\$ 1,289.16	\$ 7,734.96	0.6	\$ 7,734.96	-	\$ -	\$ -	\$ 7,734.96	100%	
18	Lazy River Bridge	EA	1	\$ 28,376.13	\$ 28,376.13	0.6	\$ 28,338.52	-	\$ -	\$ -	\$ 28,338.52	90%	
19	Pool Decking (Sundeck)	SF	18822	\$ 11.25	\$ 209,487.50	16700	\$ 187,815.00	-	\$ -	\$ -	\$ 187,815.00	90%	
20	Pool Tower Shower(complete and operable w/ drain and water supply) 565 SM ADA SHOWER	EA	1	\$ 7,620.26	\$ 7,620.26	-	-	-	\$ -	\$ -	\$ 7,620.26	0%	
21	Pool Inner Tube Corral	EA	3	\$ 1,016.38	\$ 3,049.14	-	-	-	\$ -	\$ -	\$ 3,049.14	0%	
22	Pool	LS	1	\$ 565,382.17	\$ 565,382.17	0.90	\$ 508,825.05	-	\$ -	\$ -	\$ 508,825.05	90%	
23	Lazy River	LS	1	\$ 768,573.84	\$ 768,573.84	0.90	\$ 691,719.46	-	\$ -	\$ -	\$ 691,719.46	90%	
24	Water Slide (complete and operable)	LS	1	\$ 183,073.57	\$ 183,073.57	0.10	\$ 18,307.36	0.1	\$ 18,307.36	\$ -	\$ 36,614.71	20%	
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%	
26	3' Wide River Rock Band at Lazy River	LF	110	\$ 75.79	\$ 8,336.90	-	-	-	\$ -	\$ -	\$ 8,336.90	0%	
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	-	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -	-	
29	Hammocks (installed w/ posts)	EA	4	\$ 3,785.21	\$ 15,140.84	-	-	-	\$ -	\$ -	\$ 15,140.84	0%	
30	Trash Receptacle	EA	4	\$ 2,340.26	\$ 9,361.04	-	-	-	\$ -	\$ -	\$ 9,361.04	0%	
SUBTOTAL POOL/LAZY RIVER HARDSCAPE					\$ 2,785,402.33		\$ 2,171,491.42	\$ 59,112.22	\$ -	\$ 2,230,603.63	80%	\$ 554,798.70	\$ 223,060.36
Package 2 Restroom Pavilion													
1	Temporary Enclosures	LS	1	\$ -	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	-	
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	-	\$ -	100%	\$ -	\$ 176.85	
4	Concrete Equipment	LS	1	\$ -	\$ -	-	-	-	\$ -	-	\$ -	-	
5	Cast in Place Concrete	LS	1	\$ 74,076.71	\$ 74,076.71	1	\$ 74,076.71	-	\$ -	100%	\$ -	\$ 7,407.67	
6	Masonry	LS	1	\$ 489.56	\$ 489.56	1	\$ 489.56	-	\$ -	100%	\$ -	\$ 49.66	
7	Stone	LS	1	\$ 16,287.74	\$ 16,287.74	1	\$ 16,287.74	-	\$ -	100%	\$ -	\$ 1,628.77	
8	Steel Fabrication	LS	1	\$ 681.55	\$ 681.55	1	\$ 681.55	-	\$ -	100%	\$ -	\$ 68.16	
9	Steel Erection	LS	1	\$ -	\$ -	-	-	-	\$ -	-	\$ -	-	
9	MISC. Metals	LS	1	\$ -	\$ -	-	-	-	\$ -	-	\$ -	-	
10	Rough Capacity	LS	1	\$ 170,700.30	\$ 170,700.30	0.85	\$ 170,715.29	-	\$ -	95%	\$ 8,985.02	\$ 17,071.53	
11	Timber Framed Capacity	LS	1	\$ -	\$ -	-	-	-	\$ -	-	\$ -	-	

CONTINUATION SHEET														
AIA DOCUMENT G703														
PROJECT: Sunterra Recreation Center Facility														
Application No: 11														
Application Date: 4/2/2024														
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 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%
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		\$ -	0.5	\$ 5,002.43	\$ -	\$ 5,002.43	50%	\$ 5,002.43	\$ 500.24
14	Metal Wall Panels	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
15	Standing Seam Metal Roofing & Accessories	LS	1	\$ 75,229.53	\$ 75,229.53	1	\$ 75,229.53		\$ -	\$ -	\$ 75,229.53	100%	\$ -	\$ 7,522.95
16	Wood Siding	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
17	Door / Hardware Installation	LS	1	\$ 12,439.61	\$ 12,439.61	0.75	\$ 9,329.71	0.25	\$ 3,109.90	\$ -	\$ 12,439.61	100%	\$ -	\$ 1,243.96
18	Door Hardware	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
19	Sectional Doors	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
20	Storefronts	LS	1	\$ 41,407.92	\$ 41,407.92	1	\$ 41,407.92		\$ -	\$ -	\$ 41,407.92	100%	\$ -	\$ 4,140.79
21	Glass and Glazing	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
22	Louvers and Vents	LS	1	\$ 1,030.41	\$ 1,030.41		\$ -	0.5	\$ 515.21	\$ -	\$ 515.21	50%	\$ 515.21	\$ 51.52
23	Gypsum	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
24	Rubber Base	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
25	Ceramic Tile	LS	1	\$ 21,404.31	\$ 21,404.31		\$ -		\$ -	\$ -	\$ -	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	0.85	\$ 69,149.68	0.1	\$ 8,135.26	\$ -	\$ 77,284.94	95%	\$ 4,067.63	\$ 7,725.49
35	HVAC	LS	1	\$ 54,887.73	\$ 54,887.73	0.9	\$ 49,398.96	0.05	\$ 2,744.39	\$ -	\$ 52,143.34	95%	\$ 2,744.39	\$ 5,214.33
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	0.85	\$ 25,159.11	0.05	\$ 1,479.95	\$ -	\$ 26,639.06	90%	\$ 2,959.90	\$ 2,663.91
39	Lighting	LS	1	\$ 78,301.03	\$ 78,301.03		\$ -	0.15	\$ 11,745.15	\$ -	\$ 11,745.15	15%	\$ 66,555.88	\$ 1,174.52
40	Access Control	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
41	Fire Detection / Alarm	LS	1	\$ 14,871.57	\$ 14,871.57		\$ -		\$ -	\$ -	\$ -	0%	\$ 14,871.57	\$ -
42		LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
SUBTOTAL PACKAGE 2 RESTROOM PAVILION					\$ 795,867.23		\$ 533,704.28		\$ 32,732.28	\$ -	\$ 566,436.56	71%	\$ 229,430.67	\$ 56,643.66
GRAND TOTAL BASE BID					\$ 8,113,847.82		\$ 6,055,106.13		\$ 6,484,760.37		\$ 1,629,087.45			
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 #2: COORDINATION W BUILDING / CLUBHOUSE CONTRACTOR					\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
A3	Alternate #3: ve Light Fixtures	LS	1	\$ (12,120.00)	\$ (12,120.00)		\$ -		\$ -	\$ -	\$ -	0%	\$ (12,120.00)	\$ -
SUBTOTAL ALTERNATE #2: COORDINATION W BUILDING / CLUBHOUSE CONTRACTOR					\$ (12,120.00)		\$ -		\$ -	\$ -	\$ -	0%	\$ (12,120.00)	\$ -
001	Owner Change Order # 001	LS	1	\$ 78,812.16	\$ 78,812.16	1	\$ 78,812.16		\$ -	\$ -	\$ 78,812.16	100%	\$ -	\$ 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 G702

PROJECT:

Sumatra Recreation Center Facility

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: 11
Application Date: 4/2/2024

ITEM NO.	DESCRIPTION OF WORK	UNIT TYPE	UNIT QTY	UNIT PRICE	C SCHEDULED		D PREVIOUS FROM PREVIOUS APPLICATIONS	E WORK COMPLETED CURRENT QUANTITY	F MATERIALS PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	H PERCENT %	I BALANCE TO FINISH	J RETAINAGE 10%
002	Owner Change Order # 002 - Electrical Changes IFC	LS	1	\$ 23,162.69			\$ 23,162.69			\$ 23,162.69	100%	\$ -	\$ 2,316.27
	SUBTOTAL OWNER CHANGE ORDER # 002 - ELECTRICAL CHANGES IFC			\$			\$ 23,162.69			\$ 23,162.69	100%	\$ -	\$ 1,977.20
003	Owner Change Order # 003 - Data Sleeves	LS	1	\$ 19,771.96			\$ 19,771.96			\$ 19,771.96	100%	\$ -	\$ 988.60
	SUBTOTAL OWNER CHANGE ORDER # 003 - DATA SLEEVES			\$			\$ 19,771.96			\$ 19,771.96	100%	\$ -	\$ -
004	Owner Change Order # 004 - 3in WATER METER	LS	1	\$ 26,705.61			\$ 26,705.61			\$ 26,705.61	0%	\$ 26,705.61	\$ -
	SUBTOTAL OWNER CHANGE ORDER # 004 - 3IN WATER METER			\$			\$ 26,705.61			\$ 26,705.61	0%	\$ 26,705.61	\$ -
005	Owner Change Order # 005 - ELECT BUS CT CAN	LS	1	\$ 10,328.18			\$ 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	100%	\$ -	\$ 516.41
006	Owner Change Order # 006 - ADDITIONAL SLEEVES	LS	1	\$ 18,735.07			\$ 18,735.07			\$ 18,735.07	100%	\$ -	\$ 1,873.51
	SUBTOTAL OWNER CHANGE ORDER # 006 - ADDITIONAL SLEEVES			\$			\$ 18,735.07			\$ 18,735.07	100%	\$ -	\$ 936.75
Supplemental Pricing Items													
S1	Bore and Sleeve	LF	1	\$ 54.06			\$ 54.06			\$ 54.06	0%	\$ 54.06	\$ -
S2	Hand Watering (Bore Valves)	DAY	1	\$ 840.94			\$ 840.94			\$ 840.94	0%	\$ 840.94	\$ -
S3	Tree Watering	DAY	1	\$ 2,522.80			\$ 2,522.80			\$ 2,522.80	0%	\$ 2,522.80	\$ -
S4	Generator	WEEK	1	\$ 1,705.63			\$ 1,705.63			\$ 1,705.63	0%	\$ 1,705.63	\$ -
S5	Clean Builder Debris	DAY	1	\$ 3,604.00			\$ 3,604.00			\$ 3,604.00	0%	\$ 3,604.00	\$ -
S6	Adjust Storm Sewer Manholes	EA	1	\$ 2,402.67			\$ 2,402.67			\$ 2,402.67	0%	\$ 2,402.67	\$ -
S7	Import and Place Soil	CY	100	\$ 54.54			\$ 5,454.00			\$ 5,454.00	0%	\$ 5,454.00	\$ -
S8	Head and Dispose Soil	CY	100	\$ 96.11			\$ 9,611.00			\$ 9,611.00	0%	\$ 9,611.00	\$ -
S9	SIR Fence Removal	LF	1	\$ 3.61			\$ 3.61			\$ 3.61	0%	\$ 3.61	\$ -
S10	Sanitary Line Clean Out	EA	1	\$ 300.33			\$ 300.33			\$ 300.33	0%	\$ 300.33	\$ -
S11	New Sanitary Manhole	EA	1	\$ 4,805.33			\$ 4,805.33			\$ 4,805.33	0%	\$ 4,805.33	\$ -
S12	8" Sanitary PVC	LF	10	\$ 78.09			\$ 780.90			\$ 780.90	0%	\$ 780.90	\$ -
	SUBTOTAL SUPPLEMENTAL PRICING ITEMS			\$			\$ 32,085.27			\$ 32,085.27	0%	\$ 32,085.27	\$ -
BID TOTALS:													
	SUBTOTAL GENERAL CONDITIONS			\$			\$ 277,846.89			\$ 277,846.89	90%	\$ 26,804.07	\$ 25,104.43
	SUBTOTAL SOFTSCAPE/OUTSIDE POOL FENCE			\$			\$ 673,691.30			\$ 673,691.30	81%	\$ 139,016.44	\$ 54,667.69
	SUBTOTAL HARDSCAPE/OUTSIDE POOL FENCE			\$			\$ 3,523,730.87			\$ 3,523,730.87	81%	\$ 674,312.27	\$ 284,941.36
	SUBTOTAL POOL/LAZY RIVER SOFTSCAPE			\$			\$ 67,307.20			\$ 67,307.20	74%	\$ 14,721.31	\$ 4,267.99
	SUBTOTAL POOL/LAZY RIVER HARDSCAPE			\$			\$ 2,171,491.42			\$ 2,171,491.42	80%	\$ 554,798.10	\$ 223,060.36
	SUBTOTAL SUBTOTAL PACKAGE 2 RESTROOM PAVILION			\$			\$ 785,887.23			\$ 785,887.23	71%	\$ 229,426.56	\$ 56,643.86
	SUBTOTAL ALTERNATE ITEMS			\$			\$ 1,900,509.37			\$ 1,900,509.37	0%	\$ 1,900,509.37	\$ -
	SUBTOTAL OWNER CHANGE ORDER # 001			\$			\$ 73,812.16			\$ 73,812.16	100%	\$ -	\$ 7,831.23
	SUBTOTAL OWNER CHANGE ORDER # 002 - ELECTRICAL CHANGES IFC			\$			\$ 23,162.69			\$ 23,162.69	100%	\$ -	\$ 1,977.20
	SUBTOTAL OWNER CHANGE ORDER # 003 - DATA SLEEVES			\$			\$ 19,771.96			\$ 19,771.96	100%	\$ -	\$ 988.60
	SUBTOTAL OWNER CHANGE ORDER # 004 - 3in WATER METER			\$			\$ 26,705.61			\$ 26,705.61	0%	\$ 26,705.61	\$ -
	SUBTOTAL OWNER CHANGE ORDER # 005 - ELECT BUS CT CAN			\$			\$ 10,328.18			\$ 10,328.18	100%	\$ -	\$ 1,032.82
	SUBTOTAL OWNER CHANGE ORDER # 006 - ADDITIONAL SLEEVES			\$			\$ 18,735.07			\$ 18,735.07	100%	\$ -	\$ 1,873.51
	GRAND TOTAL (Base Bid):			\$			\$ 8,190,853.62			\$ 8,190,853.62	81%	\$ 1,555,283.19	\$ 663,557.04
	SUBTOTAL SUBTOTAL SUPPLEMENTAL PRICING ITEMS			\$			\$ 32,085.27			\$ 32,085.27	0%	\$ 32,085.27	\$ -
				\$			\$ 8,222,938.89			\$ 8,222,938.89	81%	\$ 1,587,368.46	\$ 663,557.04
				\$			\$ 1,555,283.19			\$ 1,555,283.19	0%	\$ 1,555,283.19	\$ -

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: 12

Distribution to:

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

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	\$	<u>8,013,337.95</u>
2. Net Change by Change Orders	\$	<u>230,415.40</u>
3. CONTRACT SUM TO DATE (LINE 1 + 2)	\$	<u>8,243,753.35</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>7,580,962.09</u>
5. RETAINAGE:		
a. <u>10</u> % of Completed Work	\$	<u>758,096.21</u>
(Column D + E on G703)		
b. <u>10</u> % of Stored Material	\$	<u>-</u>
(Column F on G703)		
Total Retainage (Lines 5a + 5b or		
Total in Column I of G703	\$	<u>758,096.21</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>6,822,865.88</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from Prior Certificate)	\$	<u>5,972,013.39</u>
8. CURRENT PAYMENT DUE	\$	<u>850,852.49</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6)	\$	<u>1,420,887.47</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 177,515.67	\$ -
Total approved this Month	\$ 52,899.73	\$ -
TOTALS	\$ 230,415.40	\$ -
NET CHANGES by Change Order		\$ 230,415.40

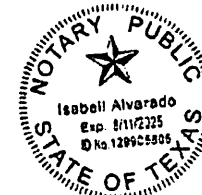
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates 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 Date: 5/3/2024
Richard Baca Project Manager

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

Isabell Alvarado



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..... \$ 850,852.49

(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: 05/03/2024

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 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: 12													
Application Date: 5/3/2024													
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
													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%	\$ -
3	Payment and Performance Bonds	LS	1	\$ 68,694.47	\$ 68,694.47	1	\$ 68,694.47		\$ -	\$ -	\$ 68,694.47	100%	\$ -
4	Permits and Inspection	LS	1	\$ 12,659.45	\$ 12,659.45	1	\$ 12,659.45		\$ -	\$ -	\$ 12,659.45	100%	\$ -
5	SWPPP Controls (Complete: Install, Maintenance, and Removal)	LS	1	\$ 17,494.30	\$ 17,494.30	0.9	\$ 15,744.87		\$ -	\$ -	\$ 15,744.87	90%	\$ 1,749.43
SUBTOTAL GENERAL CONDITIONS					\$ 277,848.89		\$ 251,044.82		\$ -	\$ -	\$ 251,044.82	90%	\$ 26,804.07
Softscape(Outside Pool Fence)													
1	Live Oak - 65 Gal.	EA	19	\$ 987.00	\$ 18,753.00	19	\$ 18,753.00		\$ -	\$ -	\$ 18,753.00	100%	\$ -
2	Monterrey Oak - 65 Gal.	EA	19	\$ 980.67	\$ 18,632.73	19	\$ 18,632.73		\$ -	\$ -	\$ 18,632.73	100%	\$ -
3	Mexican Sycamore - 65 Gal.	EA	22	\$ 949.04	\$ 20,878.88	22	\$ 20,878.88		\$ -	\$ -	\$ 20,878.88	100%	\$ -
4	Shumard Oak - 65 Gal.	EA	13	\$ 980.67	\$ 12,748.71	13	\$ 12,748.71		\$ -	\$ -	\$ 12,748.71	100%	\$ -
5	Loblolly Pine - 65 Gal.	EA	46	\$ 980.67	\$ 45,110.82	46	\$ 45,110.82		\$ -	\$ -	\$ 45,110.82	100%	\$ -
6	Bald Cypress - 65 Gal.	EA	13	\$ 980.67	\$ 12,748.71	13	\$ 12,748.71		\$ -	\$ -	\$ 12,748.71	100%	\$ -
7	Crape Myrtle 'Natchez' - 65 Gal.	EA	36	\$ 949.04	\$ 34,165.44	36	\$ 34,165.44		\$ -	\$ -	\$ 34,165.44	100%	\$ -
8	Nellie R Stevens Holly - 65 Gal.	EA	15	\$ 1,050.27	\$ 15,754.05	15	\$ 15,754.05		\$ -	\$ -	\$ 15,754.05	100%	\$ -
9	Saucer Magnolia - 45 Gal.	EA	30	\$ 771.89	\$ 23,156.70	30	\$ 23,156.70		\$ -	\$ -	\$ 23,156.70	100%	\$ -
10	Loropetalum - 5 Gal.	EA	45	\$ 26.57	\$ 1,195.65	23	\$ 611.11	22	\$ 584.54	\$ -	\$ 1,195.65	100%	\$ -
11	Adagio Grass - 3 Gal.	EA	204	\$ 26.57	\$ 5,420.28	102	\$ 2,710.14	102	\$ 2,710.14	\$ -	\$ 5,420.28	100%	\$ -
12	Cassian Grass - 3 Gal.	EA	286	\$ 26.57	\$ 7,599.02	143	\$ 3,799.51	143	\$ 3,799.51	\$ -	\$ 7,599.02	100%	\$ -
13	Knockout Rose - 3 Gal.	EA	32	\$ 41.76	\$ 1,336.32	16	\$ 668.16	16	\$ 668.16	\$ -	\$ 1,336.32	100%	\$ -
14	Red Drift Rose - 3 Gal.	EA	268	\$ 41.76	\$ 11,191.68	134	\$ 5,595.84	134	\$ 5,595.84	\$ -	\$ 11,191.68	100%	\$ -
15	Sunshine Ligustrum - 3 Gal.	EA	177	\$ 43.02	\$ 7,614.54	88	\$ 3,785.76	89	\$ 3,828.78	\$ -	\$ 7,614.54	100%	\$ -
16	Abelia - 3 Gal.	EA	161	\$ 26.57	\$ 4,277.77	80	\$ 2,125.60	81	\$ 2,152.17	\$ -	\$ 4,277.77	100%	\$ -
17	Carissa Holly - 3 Gal.	EA	160	\$ 26.57	\$ 4,251.20	80	\$ 2,125.60	80	\$ 2,125.60	\$ -	\$ 4,251.20	100%	\$ -
18	'New Gold' Lantana - 1 Gal.	EA	629	\$ 13.92	\$ 8,755.68	315	\$ 4,384.80	314	\$ 4,370.88	\$ -	\$ 8,755.68	100%	\$ -
19	Var. Flax Lily - 1 Gal.	EA	504	\$ 13.92	\$ 7,015.68	252	\$ 3,507.84	252	\$ 3,507.84	\$ -	\$ 7,015.68	100%	\$ -
20	Big Blue Liriope - 1 Gal.	EA	652	\$ 10.12	\$ 6,598.24	325	\$ 3,289.00	327	\$ 3,309.24	\$ -	\$ 6,598.24	100%	\$ -
21	Sandy Leaf Fig Ivy - 1 Gal.	EA	56	\$ 15.18	\$ 850.08	28	\$ 425.04	28	\$ 425.04	\$ -	\$ 850.08	100%	\$ -
22	Seasonal Color - 4" Pot	SF	822	\$ 2.53	\$ 2,079.66	411	\$ 1,039.83	411	\$ 1,039.83	\$ -	\$ 2,079.66	100%	\$ -
23	Fine Grade and Hydromulch	SF	268,000	\$ 0.13	\$ 34,840.00	110,000	\$ 14,300.00		\$ -	\$ -	\$ 14,300.00	41%	\$ 20,540.00
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	22	\$ 9,687.70		\$ -	\$ -	\$ 9,687.70	100%	\$ -
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	0.95	\$ 275,117.44		\$ -	\$ -	\$ 275,117.44	95%	\$ 14,479.87
28	Water Meters and Tap Fees	LS	1	\$ 9,554.45	\$ 9,554.45	1	\$ 9,554.45		\$ -	\$ -	\$ 9,554.45	100%	\$ -
SUBTOTAL SOFTSCAPE(OUTSIDE POOL FENCE)					\$ 673,691.30		\$ 544,676.86		\$ 34,117.57	\$ -	\$ 578,794.43	86%	\$ 94,896.87
Hardscape(Outside Pool Fence)													
1	Underground Drainage	LS	1	\$ 470,647.05	\$ 470,647.05	1	\$ 470,647.05		\$ -	\$ -	\$ 470,647.05	100%	\$ -
2	Rough Grading	LS	1	\$ 124,319.11	\$ 124,319.11	1	\$ 124,319.11		\$ -	\$ -	\$ 124,319.11	100%	\$ -
3	2" HDPE Sleeves (future camera locations)	LF	750	\$ 25.26	\$ 18,945.00	1500	\$ 37,890.00		\$ -	\$ -	\$ 37,890.00	200%	\$ (18,945.00)
4	Site Electrical Connection / Service (Operational)	LS	1	\$ 83,529.13	\$ 83,529.13	0.95	\$ 79,352.67	0.05	\$ 4,176.46	\$ -	\$ 83,529.13	100%	\$ -
5	Site Lighting and Electrical (Operational)	LS	1	\$ 191,098.56	\$ 191,098.56	0.95	\$ 181,543.63		\$ -	\$ -	\$ 181,543.63	95%	\$ 9,554.93
6	(Conduit, Fixtures, Third Party Inspection, etc.)				\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -
7	Sanitary Connection to Restroom Pavilion	LS	1	\$ 44,682.02	\$ 44,682.02	0.75	\$ 33,511.52		\$ -	\$ -	\$ 33,511.52	75%	\$ 11,170.51
8	Water Connection to Restroom Pavilion	LS	1	\$ 12,287.93	\$ 12,287.93	0.75	\$ 9,215.95		\$ -	\$ -	\$ 9,215.95	75%	\$ 3,071.98
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%	\$ -
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	41018	\$ 318,299.68		\$ -	\$ -	\$ 318,299.68	100%	\$ -
13	Parking Lot Stabilized Subbase	SF	41839	\$ 1.95	\$ 81,586.05	41839	\$ 81,586.05		\$ -	\$ -	\$ 81,586.05	100%	\$ -

CONTINUATION SHEET														
AIA DOCUMENT G703														
PROJECT: Sunterra Recreation Center Facility														
AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached														
In tabulations below, amounts are stated to the nearest dollar.														
Use Column 1 on Contracts where variable retainage for line items may apply														
ITEM NO.	DESCRIPTION OF WORK	Unit Type	Unit Qty	Unit Price	C SCHEDULED	D WORK COMPLETED		E	F MATERIALS PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE		H BALANCE TO FINISH	I RETAINAGE	10%
						Previous Units	FROM PREVIOUS APPLICATIONS	Current Quantity	THIS PERIOD	PERCENT %	PERCENT %			
14	Parking Lot Pavers	SF	1470	\$ 12.57	\$ 18,477.90	1275	\$ 16,026.75		\$ -	\$ -	16,026.75	87%	\$ 2,451.15	\$ 1,602.68
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	1	\$ 25,869.83		\$ -	\$ -	25,869.83	50%	\$ 25,869.83	\$ 2,586.98
21	Concrete Walk (4.5" Thick)	SF	2637	\$ 6.36	\$ 16,771.32	2000	\$ 12,720.00	637	\$ 4,051.32	\$ -	16,771.32	100%	\$ -	\$ 1,677.13
22	Concrete Walk (4" Thick)	SF	30111	\$ 6.19	\$ 186,387.09	30111	\$ 186,387.09		\$ -	\$ -	186,387.09	100%	\$ -	\$ 18,638.71
23	Pedestrian Pavers	SF	2800	\$ 17.30	\$ 48,440.00	2000	\$ 34,600.00		\$ -	\$ -	34,600.00	71%	\$ 13,840.00	\$ 3,460.00
24	Playground Haunched Edge	LF	403	\$ 11.50	\$ 4,634.50	403	\$ 4,634.50		\$ -	\$ -	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		\$ -	5056	\$ 14,510.72	\$ -	14,510.72	100%	\$ -	\$ 1,451.07
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		\$ -	3248	\$ 34,591.20	\$ -	34,591.20	100%	\$ -	\$ 3,459.12
31	Berm Slide(Roller Slide)	LS	1	\$ 40,642.05	\$ 40,642.05	0.75	\$ 30,481.54	0.25	\$ 10,160.51	\$ -	40,642.05	100%	\$ -	\$ 4,064.21
32	Rubber Ball Climbers	EA	17	\$ 1,508.01	\$ 25,636.17	12.25	\$ 18,473.12	4.75	\$ 7,163.05	\$ -	25,636.17	100%	\$ -	\$ 2,563.62
33	Play Structure (5-12 year Billows) (Complete and Operational)	LS	1	\$ 115,250.81	\$ 115,250.81	0.7	\$ 80,675.57	0.3	\$ 34,575.24	\$ -	115,250.81	100%	\$ -	\$ 11,525.08
34	Play Structure (2-5 year Breeze) (Complete and Operational)	LS	1	\$ 69,100.90	\$ 69,100.90	0.7	\$ 48,370.63	0.3	\$ 20,730.27	\$ -	69,100.90	100%	\$ -	\$ 6,910.09
35	Play Structure Log Steppers	EA	5	\$ 2,173.12	\$ 10,865.60	3.25	\$ 7,062.64	1.75	\$ 3,802.96	\$ -	10,865.60	100%	\$ -	\$ 1,086.56
36	Play Structure Log Crawl Tunnel	LS	1	\$ 14,218.22	\$ 14,218.22	0.7	\$ 9,952.75	0.3	\$ 4,265.47	\$ -	14,218.22	100%	\$ -	\$ 1,421.82
37	Play Structure Hedra Swing Set	LS	2	\$ 8,137.18	\$ 16,274.36	1.25	\$ 10,171.48	0.75	\$ 6,102.89	\$ -	16,274.36	100%	\$ -	\$ 1,627.44
38	Play Structure Table Tennis(including electrical connection)	LS	1	\$ 44,834.58	\$ 44,834.58	0.7	\$ 31,384.21	0.3	\$ 13,450.37	\$ -	44,834.58	100%	\$ -	\$ 4,483.46
39	Play Structure Mobius Climber	LS	1	\$ 17,478.08	\$ 17,478.08	0.7	\$ 12,234.66	0.3	\$ 5,243.42	\$ -	17,478.08	100%	\$ -	\$ 1,747.81
40	Play Structure Reviwheel Spinner	LS	1	\$ 11,131.33	\$ 11,131.33	0.7	\$ 7,791.93	0.3	\$ 3,339.40	\$ -	11,131.33	100%	\$ -	\$ 1,113.13
41	Soccer Goals	LS	1	\$ 13,970.80	\$ 13,970.80	0.5	\$ 6,985.40		\$ -	\$ -	6,985.40	50%	\$ 6,985.40	\$ 698.54
42	Splashpad Equipment (Vortex Complete and Operational including	LS	1	\$ 199,885.36	\$ 199,885.36	0.9	\$ 179,896.82		\$ -	\$ -	179,896.82	90%	\$ 19,988.54	\$ 17,989.68
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		\$ -	971	\$ 6,010.49	\$ -	6,010.49	100%	\$ -	\$ 601.05
46	Courtyard Concrete Edge	LF	188	\$ 10.51	\$ 1,975.88	188	\$ 1,975.88		\$ -	\$ -	1,975.88	100%	\$ -	\$ 197.59
47	Courtyard Basalt Gravel	SF	3802	\$ 5.24	\$ 19,922.48		\$ -	3802	\$ 19,922.48	\$ -	19,922.48	100%	\$ -	\$ 1,992.25
48	Courtyard Synthetic Turf	SF	5881	\$ 11.91	\$ 70,042.71		\$ -	5881	\$ 70,042.71	\$ -	70,042.71	100%	\$ -	\$ 7,004.27
49	Courtyard Seatwall (18" Ht.)	LF	44	\$ 170.63	\$ 7,507.72	44	\$ 7,507.72		\$ -	\$ -	7,507.72	100%	\$ -	\$ 750.77
50	Courtyard Colored Stamped Concrete	SF	1118	\$ 9.58	\$ 10,710.44		\$ -	1118	\$ 10,710.44	\$ -	10,710.44	100%	\$ -	\$ 1,071.04
51	Fitness Lawn Seatwall (18" Ht.)		1		\$ -		\$ -		\$ -	\$ -	-	#DIV/0!	\$ -	\$ -
52	Dog Park 6' Ht. Omega Fence	LF	1001	\$ 105.70	\$ 105,805.70	1001	\$ 105,805.70		\$ -	\$ -	105,805.70	100%	\$ -	\$ 10,580.57
53	Dog Park 6' Ht. Gates (including hardware)	EA	4	\$ 3,844.98	\$ 15,379.92	4	\$ 15,379.92		\$ -	\$ -	15,379.92	100%	\$ -	\$ 1,537.99
54	Dog Park 6' Ht. Double Maintenance Gates	EA	2	\$ 3,182.10	\$ 6,364.20	2	\$ 6,364.20		\$ -	\$ -	6,364.20	100%	\$ -	\$ 636.42
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	0.5	\$ 7,814.01	\$ -	15,628.01	100%	\$ -	\$ 1,562.80
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	0.95	\$ 57,582.63		\$ -	\$ -	57,582.63	95%	\$ 3,030.66	\$ 5,758.26
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	4	\$ 4,499.84		\$ -	\$ -	4,499.84	100%	\$ -	\$ 449.98
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		\$ -	1	\$ 15,199.02	\$ -	15,199.02	100%	\$ -	\$ 1,519.90
67	Dog Park Agility Equipment (large dog area)	LS	1	\$ 14,549.39	\$ 14,549.39		\$ -	1	\$ 14,549.39	\$ -	14,549.39	100%	\$ -	\$ 1,454.94
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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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	0.95	\$ 308,614.94		\$ -	\$ -	\$ 308,614.94	95%	\$ 16,242.89	\$ 30,861.49
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		\$ -	5	\$ 10,268.55	\$ -	\$ 10,268.55	45%	\$ 12,322.26	\$ 1,026.86
74	Drinking Fountain	EA	1	\$ 5,324.51	\$ 5,324.51		\$ -	0.5	\$ 2,662.26	\$ -	\$ 2,662.26	50%	\$ 2,662.26	\$ 266.23
75	6' Bench (Model 506-60TX)	EA	10	\$ 2,451.57	\$ 24,515.70		\$ -	5	\$ 12,257.85	\$ -	\$ 12,257.85	50%	\$ 12,257.85	\$ 1,225.79
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	Fooseball Table	EA	1	\$ 13,103.95	\$ 13,103.95		\$ -	0.5	\$ 6,551.98	\$ -	\$ 6,551.98	50%	\$ 6,551.98	\$ 655.20
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		\$ 2,849,418.60		\$ 342,152.44	\$ -	\$ 3,191,571.04	91%	\$ 332,159.83	\$ 319,157.10
Pool/Lazy River Softscape														
1	Nellie R Stevens Holly - 65 Gal.	EA	13	\$ 1,202.12	\$ 15,627.56	13	\$ 15,627.56		\$ -	\$ -	\$ 15,627.56	100%	\$ -	\$ 1,562.76
2	Loropetalum - 5 Gal.	EA	9	\$ 44.29	\$ 398.61		\$ -	9	\$ 398.61	\$ -	\$ 398.61	100%	\$ -	\$ 39.86
3	Adagio Grass - 3 Gal.	EA	15	\$ 37.96	\$ 569.40		\$ -	15	\$ 569.40	\$ -	\$ 569.40	100%	\$ -	\$ 56.94
4	Cassian Grass - 3 Gal.	EA	27	\$ 37.96	\$ 1,024.92		\$ -	27	\$ 1,024.92	\$ -	\$ 1,024.92	100%	\$ -	\$ 102.49
5	Sunshine Ligustrum - 3 Gal.	EA	66	\$ 56.94	\$ 3,758.04		\$ -	66	\$ 3,758.04	\$ -	\$ 3,758.04	100%	\$ -	\$ 375.80
6	Carissa Holly - 3 Gal.	EA	48	\$ 37.96	\$ 1,822.08		\$ -	48	\$ 1,822.08	\$ -	\$ 1,822.08	100%	\$ -	\$ 182.21
7	Butterfly Iris - 1 Gal.	EA	115	\$ 22.78	\$ 2,619.70		\$ -	115	\$ 2,619.70	\$ -	\$ 2,619.70	100%	\$ -	\$ 261.97
8	Var. Flax Lily - 1 Gal.	EA	100	\$ 22.78	\$ 2,278.00		\$ -	100	\$ 2,278.00	\$ -	\$ 2,278.00	100%	\$ -	\$ 227.80
9	Landscape Boulders	TON	7	\$ 949.04	\$ 6,643.28	7	\$ 6,643.28		\$ -	\$ -	\$ 6,643.28	100%	\$ -	\$ 664.33
10	Irrigation System (Complete & Operable)	LS	1	\$ 22,565.61	\$ 22,565.61	0.9	\$ 20,309.05	0.1	\$ 2,256.56	\$ -	\$ 22,565.61	100%	\$ -	\$ 2,256.56
SUBTOTAL POOL/LAZY RIVER SOFTSCAPE					\$ 57,307.20		\$ 42,579.89		\$ 14,727.31	\$ -	\$ 57,307.20	100%	\$ -	\$ 5,730.72

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Application Date: 5/3/2024														
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%
Pool/Lazy River Hardscape														
1	Site Lighting and Electrical (Operational)	LS	1	\$ 165,710.68	\$ 165,710.68	0.95	\$ 157,425.15		\$ -	\$ -	\$ 157,425.15	95%	\$ 8,285.53	\$ 15,742.51
2	(Conduit, Fixtures, Third Party Inspection, etc.)			\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
3	Restroom Cube(including connections)	LS	1	\$ 165,703.91	\$ 165,703.91	0.9	\$ 149,133.52		\$ -	\$ -	\$ 149,133.52	90%	\$ 16,570.39	\$ 14,913.35
4	Lazy River Equipment Enclosure Slab	LS	1	\$ 17,015.82	\$ 17,015.82	1	\$ 17,015.82		\$ -	\$ -	\$ 17,015.82	100%	\$ -	\$ 1,701.58
5	Lazy River Equipment Enclosure Walls (w/ community name)	LF	140	\$ 328.10	\$ 45,934.00	125	\$ 41,012.50	15	\$ 4,921.50	\$ -	\$ 45,934.00	100%	\$ -	\$ 4,593.40
6	Lazy River Equipment Enclosure 8' Ht. Louvered Gates	EA	3	\$ 2,463.32	\$ 7,389.96		\$ -	3	\$ 7,389.96	\$ -	\$ 7,389.96	100%	\$ -	\$ 739.00
7	Lazy River Equipment Enclosure Shade Structures	LS	1	\$ 107,851.00	\$ 107,851.00	1	\$ 107,851.00		\$ -	\$ -	\$ 107,851.00	100%	\$ -	\$ 10,785.10
8	Electrical Connection to Lazy River Equipment Enclosure	LS	1	\$ 23,282.75	\$ 23,282.75		\$ -	1	\$ 23,282.75	\$ -	\$ 23,282.75	100%	\$ -	\$ 2,328.28
9	Water Connection to Lazy River Equipment Enclosure	LS	1	\$ 10,087.40	\$ 10,087.40		\$ -	1	\$ 10,087.40	\$ -	\$ 10,087.40	100%	\$ -	\$ 1,008.74
10	Storm Connection to Lazy River Equipment Enclosure	LS	1	\$ 2,526.47	\$ 2,526.47		\$ -	1	\$ 2,526.47	\$ -	\$ 2,526.47	100%	\$ -	\$ 252.65
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	520	\$ 73,221.20	\$ -	\$ 101,383.20	100%	\$ -	\$ 10,138.32
13	8' Ht. Ameristar Pedestrian Gate(including access control)	EA	2	\$ 5,568.36	\$ 11,136.72	1	\$ 5,568.36	0.5	\$ 2,784.18	\$ -	\$ 8,352.54	75%	\$ 2,784.18	\$ 835.25
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		\$ -	4	\$ 7,579.44	\$ -	\$ 7,579.44	80%	\$ 1,894.86	\$ 757.94
16	Pool Shade Structure (15'x38' steelworx monoslope)	EA	1	\$ 49,026.66	\$ 49,026.66	1	\$ 49,026.66		\$ -	\$ -	\$ 49,026.66	100%	\$ -	\$ 4,902.67
17	Pool Shade Structure Column Cladding	EA	6	\$ 1,289.16	\$ 7,734.96	6	\$ 7,734.96		\$ -	\$ -	\$ 7,734.96	100%	\$ -	\$ 773.50
18	Lazy River Bridge	EA	1	\$ 28,376.13	\$ 28,376.13	0.9	\$ 25,538.52	0.1	\$ 2,837.61	\$ -	\$ 28,376.13	100%	\$ -	\$ 2,837.61
19	Pool Decking	SF	18622	\$ 11.25	\$ 209,497.50	16700	\$ 187,875.00	1922	\$ 21,622.50	\$ -	\$ 209,497.50	100%	\$ -	\$ 20,949.75
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	\$ 50,882.60
23	Lazy River	LS	1	\$ 768,573.84	\$ 768,573.84	0.90	\$ 691,716.46		\$ -	\$ -	\$ 691,716.46	90%	\$ 76,857.38	\$ 69,171.65
24	Water Slide (complete and operable)	LS	1	\$ 183,073.57	\$ 183,073.57	0.20	\$ 36,614.71	0.85	\$ 155,612.53	\$ -	\$ 192,227.25	105%	\$ (9,153.68)	\$ 19,222.72
25	Vortex Splash Equipment(in pool area complete and operable)	LS	1	\$ 125,314.01	\$ 125,314.01	0.70	\$ 87,719.81	0.25	\$ 31,328.50	\$ -	\$ 119,048.31	95%	\$ 6,265.70	\$ 11,904.83
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%	\$ -	\$ 12,938.32
28	Synthetic Turf	SF		\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
29	Hammocks (installed w/ posts)	EA	4	\$ 3,795.21	\$ 15,180.84		\$ -	2	\$ 7,590.42	\$ -	\$ 7,590.42	50%	\$ 7,590.42	\$ 759.04
30	Trash Receptacle	EA	4	\$ 2,340.26	\$ 9,361.04		\$ -	2	\$ 4,680.52	\$ -	\$ 4,680.52	50%	\$ 4,680.52	\$ 468.05
SUBTOTAL POOL/LAZY RIVER HARDSCAPE					\$ 2,785,402.33		\$ 2,230,603.63		\$ 355,464.99	\$ -	\$ 2,586,068.62	93%	\$ 199,333.71	\$ 258,606.86
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%	\$ -	\$ 49.96
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	1	\$ 681.55		\$ -	\$ -	\$ 681.55	100%	\$ -	\$ 68.16
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!	\$ -	\$ -

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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	0.5	\$ 5,002.43	0.5	\$ 5,002.43	\$ -	\$ 10,004.86	100%	\$ -	\$ 1,000.49
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	1	\$ 12,439.61		\$ -	\$ -	\$ 12,439.61	100%	\$ -	\$ 1,243.96
18	Door Hardware	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
19	Sectional Doors	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
20	Storefronts	LS	1	\$ 41,407.92	\$ 41,407.92	1	\$ 41,407.92		\$ -	\$ -	\$ 41,407.92	100%	\$ -	\$ 4,140.79
21	Glass and Glazing	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
22	Louvers and Vents	LS	1	\$ 1,030.41	\$ 1,030.41	0.5	\$ 515.21	0.5	\$ 515.21	\$ -	\$ 1,030.41	100%	\$ -	\$ 103.04
23	Gypsum	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
24	Rubber Base	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
25	Ceramic Tile	LS	1	\$ 21,404.31	\$ 21,404.31		\$ -	1	\$ 21,404.31	\$ -	\$ 21,404.31	100%	\$ -	\$ 2,140.43
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		\$ -	0.5	\$ 34,395.47	\$ -	\$ 34,395.47	50%	\$ 34,395.47	\$ 3,439.55
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	0.95	\$ 77,284.94		\$ -	\$ -	\$ 77,284.94	95%	\$ 4,067.63	\$ 7,728.49
35	HVAC	LS	1	\$ 54,887.73	\$ 54,887.73	0.95	\$ 52,143.34		\$ -	\$ -	\$ 52,143.34	95%	\$ 2,744.39	\$ 5,214.33
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	0.9	\$ 26,639.06	0.05	\$ 1,479.95	\$ -	\$ 28,119.00	95%	\$ 1,479.95	\$ 2,811.90
39	Lighting	LS	1	\$ 78,301.03	\$ 78,301.03	0.15	\$ 11,745.15	0.75	\$ 58,725.77	\$ -	\$ 70,470.93	90%	\$ 7,830.10	\$ 7,047.09
40	Access Control	LS	1	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
41	Fire Detection / Alarm	LS	1	\$ 14,871.57	\$ 14,871.57		\$ -	0.75	\$ 11,153.68	\$ -	\$ 11,153.68	75%	\$ 3,717.89	\$ 1,115.37
42				\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
SUBTOTAL PACKAGE 2 RESTROOM PAVILION					\$ 795,867.23		\$ 566,436.56		\$ 132,676.81	\$ -	\$ 699,113.37	88%	\$ 96,753.86	\$ 69,911.34
GRAND TOTAL BASE BID					\$ 8,113,847.82		\$ 6,484,760.37			\$ 7,363,899.49			\$ 749,948.33	
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 #2: COORDINATION W BUILDING / CLUBHOUSE CONTRACTOR					\$ -		\$ -		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
A3	Alternate #3: ve Light Fixtures	LS	1	\$ (12,120.00)	\$ (12,120.00)		\$ -		\$ -	\$ -	\$ -	0%	\$ (12,120.00)	\$ -
SUBTOTAL ALTERNATE #2: COORDINATION W BUILDING / CLUBHOUSE CONTRACTOR					\$ (12,120.00)		\$ -		\$ -	\$ -	\$ -	0%	\$ (12,120.00)	\$ -
001	Owner Change Order # 001	LS	1	\$ 78,812.16	\$ 78,812.16	1	\$ 78,812.16		\$ -	\$ -	\$ 78,812.16	100%	\$ -	\$ 7,881.22
SUBTOTAL OWNER CHANGE ORDER # 001					\$ 78,812.16		\$ 78,812.16		\$ -	\$ -	\$ 78,812.16	100%	\$ -	\$ 3,940.61

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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	RETAINAGE 10%
002	Owner Change Order # 002 - Electrical Changes IFC	LS	1	\$ 23,162.69	\$ 23,162.69	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		\$ -	0.5	\$ 13,352.81	\$ -	\$ 13,352.81	50%	\$ 13,352.81	\$ 1,335.28
SUBTOTAL OWNER CHANGE ORDER # 004 - 3IN WATER METER					\$ 26,705.61		\$ -		\$ 13,352.81	\$ -	\$ 13,352.81	50%	\$ 13,352.81	\$ 667.64
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
006	Owner Change Order # 006 - ADDITIONAL SLEEVES	LS	1	\$ 18,735.07	\$ 18,735.07	1	\$ 18,735.07		\$ -	\$ -	\$ 18,735.07	100%	\$ -	\$ 1,873.51
SUBTOTAL OWNER CHANGE ORDER # 006 - ADDITIONAL SLEEVES					\$ 18,735.07		\$ 18,735.07		\$ -	\$ -	\$ 18,735.07	100%	\$ -	\$ 936.75
007	Owner Change Order # 007 - MISC CHANGES	LS	1	\$ 6,764.79	\$ 6,764.79		\$ -	1	\$ 6,764.79	\$ -	\$ 6,764.79	100%	\$ -	\$ 676.48
SUBTOTAL OWNER CHANGE ORDER # 007 - MISC CHANGES					\$ 6,764.79		\$ -		\$ 6,764.79	\$ -	\$ 6,764.79	100%	\$ -	\$ 338.24
008	Owner Change Order # 008 - CANOPY FOR WATER SLIDE	LS	1	\$ 42,815.45	\$ 42,815.45		\$ -	1	\$ 42,815.45	\$ -	\$ 42,815.45	100%	\$ -	\$ 4,281.55
SUBTOTAL OWNER CHANGE ORDER # 008 - CANOPY FOR WATER SLIDE					\$ 42,815.45		\$ -		\$ 42,815.45	\$ -	\$ 42,815.45	100%	\$ -	\$ 2,140.77
009	Owner Change Order # 009 - MONUMENT RELOCATION	LS	1	\$ 3,319.49	\$ 3,319.49		\$ -	1	\$ 3,319.49	\$ -	\$ 3,319.49	100%	\$ -	\$ 331.95
SUBTOTAL OWNER CHANGE ORDER # 009 - MONUMENT RELOCATION					\$ 3,319.49		\$ -		\$ 3,319.49	\$ -	\$ 3,319.49	100%	\$ -	\$ 165.97
	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		\$ 251,044.82		\$ -	\$ -	\$ 251,044.82	90%	\$ 26,804.07	\$ 25,104.48
SUBTOTAL SOFTSCAPE(OUTSIDE POOL FENCE)					\$ 673,691.30		\$ 544,676.86		\$ 34,117.57	\$ -	\$ 578,794.43	86%	\$ 94,896.87	\$ 57,879.44
SUBTOTAL HARDSCAPE(OUTSIDE POOL FENCE)					\$ 3,523,730.87		\$ 2,849,418.60		\$ 342,152.44	\$ -	\$ 3,191,571.04	91%	\$ 332,159.83	\$ 319,157.10
SUBTOTAL POOL/LAZY RIVER SOFTSCAPE					\$ 57,307.20		\$ 42,579.89		\$ 14,727.31	\$ -	\$ 57,307.20	100%	\$ -	\$ 5,730.72
SUBTOTAL SUBTOTAL POOL/LAZY RIVER HARDSCAPE					\$ 2,785,402.33		\$ 2,230,603.63		\$ 355,464.99	\$ -	\$ 2,586,068.62	93%	\$ 199,333.71	\$ 258,606.86
SUBTOTAL SUBTOTAL PACKAGE 2 RESTROOM PAVILION					\$ 795,867.23		\$ 566,436.56		\$ 132,676.81	\$ -	\$ 699,113.37	88%	\$ 96,753.86	\$ 69,911.34
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		\$ 23,162.69		\$ -	\$ -	\$ 23,162.69	85%	\$ -	\$ 1,977.20
SUBTOTAL OWNER CHANGE ORDER # 003 - DATA SLEEVES					\$ 19,771.96		\$ 19,771.96		\$ -	\$ -	\$ 19,771.96	117%	\$ -	\$ 2,316.27
SUBTOTAL OWNER CHANGE ORDER # 004 - 3IN WATER METER					\$ 26,705.61		\$ -		\$ 13,352.81	\$ -	\$ 13,352.81	50%	\$ 13,352.81	\$ 1,335.28
SUBTOTAL OWNER CHANGE ORDER # 005 - ELECT BUS CT CAN					\$ 10,328.18		\$ 10,328.18		\$ -	\$ -	\$ 10,328.18	100%	\$ -	\$ 1,032.82
SUBTOTAL OWNER CHANGE ORDER # 006 - ADDITIONAL SLEEVES					\$ 18,735.07		\$ 18,735.07		\$ -	\$ -	\$ 18,735.07	100%	\$ -	\$ 1,873.51
SUBTOTAL OWNER CHANGE ORDER # 007 - MISC CHANGES					\$ 6,764.79		\$ -		\$ 6,764.79	\$ -	\$ 6,764.79	100%	\$ -	\$ 676.48
SUBTOTAL OWNER CHANGE ORDER # 008 - CANOPY FOR WATER SLIDE					\$ 42,815.45		\$ -		\$ 42,815.45	\$ -	\$ 42,815.45	100%	\$ -	\$ 4,281.55
SUBTOTAL OWNER CHANGE ORDER # 009 - MONUMENT RELOCATION					\$ 3,319.49		\$ -		\$ 3,319.49	\$ -	\$ 3,319.49	100%	\$ -	\$ 331.95
GRAND TOTAL (Base Bid):					\$ 8,243,753.35		\$ 6,635,570.43		\$ 945,391.66	\$ -	\$ 7,580,962.09	92%	\$ 662,791.26	\$ 758,096.21
SUBTOTAL SUBTOTAL SUPPLEMENTAL PRICING ITEMS					\$ 32,085.27		\$ -		\$ -	\$ -	\$ -	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										Application No: 12					
In tabulations below, amounts are stated to the nearest dollar.										Application Date: 5/3/2024					
Use Column 1 on Contracts where variable retainage for line items may apply															
A	B			C			D			E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	Unit Type	Unit Qty	Unit Price	SCHEDULED	Previous	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	
												\$ 662,791.26			

Document G701® – 2017

Change Order

Lacy

299-22-180

PROJECT: *(Name and address)*
2312 Sunterra Recreation Center Facility
Katy, TX 77493

CONTRACT INFORMATION:
Contract For: General Construction
Date: March 13, 2023

CHANGE ORDER INFORMATION:
Change Order Number: 007
Date: April 3, 2024

OWNER: *(Name and address)*
Harris County MUD No. 569
1300 Post Oak Blvd, Suite 2400
Houston, Texas 77056

ARCHITECT: *(Name and address)*
KGA DeForest Design, LLC
24275 Katy Freeway, Suite 300
Katy, Texas 77494

CONTRACTOR: *(Name and address)*
Millis Development & Construction, LLC
931 Pheasant Valley Dr., Ste. 200
Missouri City, Texas 77489

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

This change order was created due to changes in thickness of concrete for fire lane, deduction of 4in swalk. In addition, the deletion of pedestrian pavers and replacing with colored concrete. Credit for labor portion of fence installed at cul-de-sac per others.

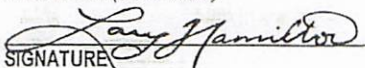
The original Contract Sum was	\$	8,013,337.95
The net change by previously authorized Change Orders	\$	177,515.67
The Contract Sum prior to this Change Order was	\$	8,190,853.62
The Contract Sum will be increased by this Change Order in the amount of	\$	6,764.79
The new Contract Sum including this Change Order will be	\$	8,197,618.41

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be 05/21/2024 (unchanged)

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

KGA DeForest Design, LLC
ARCHITECT *(Firm name)*


SIGNATURE

Lacy Hamilton
PRINTED NAME AND TITLE

04/04/2024
DATE

John Brian
Authorized Signatory

Developer-Astro Sunterra LP

Millis Development & Construction, LLC
CONTRACTOR *(Firm name)*

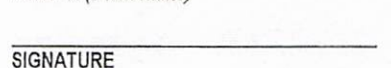

SIGNATURE

Richard Baca, Sr. Project Manager
PRINTED NAME AND TITLE

04/03/2024
DATE



Harris County M.U.D. No. 569
OWNER *(Firm name)*


SIGNATURE

PRINTED NAME AND TITLE

DATE

4-8-24

By

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Millis Development & Construction, LLC
Missouri City, TX United States

Certificate Number:
2024-1142573

Date Filed:
04/04/2024

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

Harris County Municipal Utility District No. 569

Date Acknowledged:

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

KGADD # 299-22-180
Sunterra Recreation Center Facility - Change Order No. 7

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Millis, Chad	Missouri City, TX United States	X	
Millis, Jason	Missouri City, TX United States	X	
Rastegar, Julie	Missouri City, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Julie Rastegar, and my date of birth is 7/11/82.

My address is 931 Pheasant Valley Dr. 200, Missouri City, TX, 77489, U.S.
(street) (city) (state) (zip code) (country)

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

Executed in Fort Bend County, State of Texas, on the 4th day of April, 2024.
(month) (year)

Julie Rastegar
Signature of authorized agent of contracting business entity
(Declarant)



Document G701® – 2017

Change Order

Lacy

299-22-180

PROJECT: (Name and address)
2312 Sunterra Recreation Center Facility
Katy, TX 77493

CONTRACT INFORMATION:
Contract For: General Construction
Date: March 13, 2023

CHANGE ORDER INFORMATION:
Change Order Number: 008
Date: April 3, 2024

OWNER: (Name and address)
Harris County MUD No. 569
1300 Post Oak Blvd. Ste 2400
Houston, Texas 77056

ARCHITECT: (Name and address)
KGA DeForest Design, LLC
24275 Katy Freeway, Suite 300
Katy, Texas 77494

CONTRACTOR: (Name and address)
Millis Development & Construction, LLC
931 Pheasant Valley Dr., Ste 200
Missouri City, Texas 77489

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

This change order was created to add canopy and roof for water slide in the main pool.
MDC to pour the footing for the structure only, canopy including roof will be installed by Watts Pool.

The original Contract Sum was	\$	8,013,337.95
The net change by previously authorized Change Orders	\$	184,280.46
The Contract Sum prior to this Change Order was	\$	8,197,618.41
The Contract Sum will be increased by this Change Order in the amount of	\$	42,815.45
The new Contract Sum including this Change Order will be	\$	8,240,433.86

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be 05/21/2024 (unchanged)

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

KGA DeForest Design, LLC

ARCHITECT (Firm name)

SIGNATURE

Lacy Hamilton

PRINTED NAME AND TITLE

04/04/2024

DATE

Millis Development & Construction, LLC

CONTRACTOR (Firm name)

SIGNATURE

Richard Baca, Project Manager

PRINTED NAME AND TITLE

04/03/2024

DATE

Harris County M.U.D. No. 569

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

John Brian
Authorized Signatory

Developer - Astro Sunterra LP

By

4-8-24

Date

**millis development & construction, llc**

931 Pheasant Valley Drive
Suite 200
Missouri City, TX 77489
(281) 240-6066; Fax: (281) 240-7730

**PRICING
PROPOSAL**Proposal #: 009Date: 3/26/24

To: KGA DeForest Design, LLC
24275 Katy Fwy, Suite 300
Houston, TX 77494

Project: Sunterra Recreation Center Facility
5455 Aurora Bend Drive
Katy, TX 77493

Attn: Lacy Hamilton

MDC Job No: 2312

Description of Work	Unit	Qty	Unit Price	Amount
---------------------	------	-----	------------	--------

This change order was created to add canopy and roof for water slide in the main pool.
Millis to pour the footing for the structure only, canopy including roof will be installed by Watts Pool.

1. Canopy and Roof for water slide		1	\$ 38,967.75	\$ 38,967.75
2. Footings for canopy		1	\$ 2,500.00	\$ 2,500.00

Total duration (additional contract days): **NONE**

Subtotal:		\$41,467.75
Safety & Warranty:	0.75%	\$311.01
P&P Bond & Insurance:	2.50%	\$1,036.69

Total Cost: \$42,815.45

ACCEPTED BY:

Signature

John Brian
Authorized Signatory

Print Name, Title

4-8-24

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1142579

Date Filed:
04/04/2024

Date Acknowledged:

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

Millis Development & Construction, LLC
Missouri City, TX United States

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

Harris County Municipal Utility District No. 569

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

KGADD # 299-22-180
Sunterra Recreation Center Facility - Change Order No. 8

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Millis, Chad	Missouri City, TX United States	X	
	Millis, Jason	Missouri City, TX United States	X	
	Rastegar, Julie	Missouri City, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Julie Rastegar, and my date of birth is 7/11/82.

My address is 931 Pheasant Valley Dr. Ste. 200, Missouri City, TX, 77409, U.S.
(street) (city) (state) (zip code) (country)

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

Executed in Fort Bend County, State of Texas, on the 4th day of April, 2024.
(month) (year)

Julie Rastegar
Signature of authorized agent of contracting business entity
(Declarant)

Document G701® – 2017
Change Order

Lacy

299-22-180

PROJECT: (Name and address)
2312 Sunterra Recreation Center Facility
Katy, TX 77493

CONTRACT INFORMATION:
Contract For: General Construction
Date: March 13, 2023

CHANGE ORDER INFORMATION:
Change Order Number: 009
Date: April 3, 2024

OWNER: (Name and address)
Harris County MUD No. 569
1300 Post Oak Blvd. Ste. 2400
Houston, Texas 77056

ARCHITECT: (Name and address)
KGA DeForest Design, LLC
24275 Katy Freeway, Ste. 300
Katy, Texas 77494

CONTRACTOR: (Name and address)
Millis Development & Construction, LLC
931 Pheasant Valley Dr., Ste. 200
Missouri City, Texas 77489

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

This change order was created to change location of monument to island, it includes boring for electricity.

The original Contract Sum was	\$	8,013,337.95
The net change by previously authorized Change Orders	\$	227,095.91
The Contract Sum prior to this Change Order was	\$	8,240,433.86
The Contract Sum will be increased by this Change Order in the amount of	\$	3,319.49
The new Contract Sum including this Change Order will be	\$	8,243,753.35

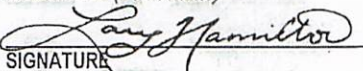
The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be 05/21/2024 (unchanged)

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

KGA DeForest Design, LLC
ARCHITECT (Firm name)


SIGNATURE

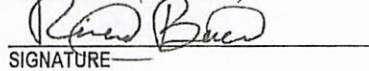
Lacy Hamilton
PRINTED NAME AND TITLE
04/04/2024

DATE

John Brian
Authorized Signatory

Developer - Astro Sunterra LP

Millis Development & Construction, LLC
CONTRACTOR (Firm name)


SIGNATURE

Richard Baca, Sr. Project Manager
PRINTED NAME AND TITLE

04/03/2024

DATE



Harris County M.U.D. No. 569
OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

4-8-24

By

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1142587

Date Filed:
04/04/2024

Date Acknowledged:

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

Millis Development & Construction, LLC
Missouri City, TX United States

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

Harris County Municipal Utility District No. 569

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

KGADD # 299-22-180
Sunterra Recreation Center Facility - Change Order No. 9

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Millis, Chad	Missouri City, TX United States	X	
	Millis, Jason	Missouri City, TX United States	X	
	Rastegar, Julie	Missouri City, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Julie Rastegar, and my date of birth is 7/11/82.

My address is 931 Pheasant Valley Dr. Ste 200, Missouri City, TX, 77409, U.S.
(street) (city) (state) (zip code) (country)

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

Executed in Fort Bend County, State of Texas, on the 4th day of April, 2024.
(month) (year)

Julie Rastegar
Signature of authorized agent of contracting business entity
(Declarant)

AIA® Document G701® – 2017
Change Order

Lacy

299-22-180

PROJECT: *(Name and address)*
2312 Sunterra Recreation Center Facility
Katy, TX 77493

CONTRACT INFORMATION:
Contract For: General Construction
Date: March 13, 2023

CHANGE ORDER INFORMATION:
Change Order Number: 010
Date: May 9, 2024

OWNER: *(Name and address)*
Harris County MUD No. 569
1300 Post Oak Blvd. Ste. 2400
Houston, TX 77056

ARCHITECT: *(Name and address)*
KGA DeForest Design, LLC
24275 Katy Freeway, Ste. 300
Katy, TX 77494

CONTRACTOR: *(Name and address)*
Millis Development & Construction, LLC
931 Pheasant Valley Dr., Ste 200
Missouri City, TX 77489

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

This change order was created to change sod from hyfromulch at dog park, add wax myrtles

The original Contract Sum was	\$ 8,013,337.95
The net change by previously authorized Change Orders	\$ 230,415.40
The Contract Sum prior to this Change Order was	\$ 8,243,753.35
The Contract Sum will be increased by this Change Order in the amount of	\$ 54,562.17
The new Contract Sum including this Change Order will be	\$ 8,298,315.52

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be unchanged

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

KGA DeForest Design, LLC

ARCHITECT *(Firm name)*

SIGNATURE

Lacy Hamilton

PRINTED NAME AND TITLE

05/10/2024

DATE

Millis Development & Construction, LLC

CONTRACTOR *(Firm name)*

SIGNATURE

Richard Baca, Project Manager

PRINTED NAME AND TITLE

5/9/2024

DATE

Harris County M.U.D. No. 569

OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

Develeoper - Astro Sunterra LP

By

Date

Exhibit I

Harris County Municipal Utility District No. 569

Landscape Architect's Report

May 13, 2024

Landscape Architecture matters, including the following:

- A. Request permission to authorize design/documentation phase, as appropriate, for the following construction projects:
 - i. **Sunterra Phase 7 Package 2 Sections 59, 60, & 61 Landscape Improvements**
- B. Approve plans and specifications and authorize advertisement for bids for the following construction projects:
 - i. **Sunterra Phase 7 Package 1A & 1B Sections 57, 58, & 62 Landscape Improvements**
- 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. The package scope is complete. **No Action.**
 - Phase 6 Pkg 1: Section 42, 43 Landscape Improvements - Softscape. Project was awarded 09/11/2023 to Strickscapes. MUD executed contract 10/9/23, NTP issued 11/17/23. **Approve Change Order #3 & #4 and Pay Application #2, #3, & #4.**

Item	Amount	Notes
<i>Original Contract</i>	\$ 484,484.36	<i>Comment(s)</i>
Pay Application #1	\$ 15,288.47	11/17/23
Change Order #1	\$ 33,387.15	2/19/24
Change Order #2	\$ 32,111.16	2/29/24
Pay Application #2	\$ 431,833.31	02/29/2024
Change Order #3	\$ 27,808.88	03/05/2024
Pay Application #3	\$ 37,990.75	03/29/2024
Change Order #4	\$ 16,358.51	03/19/2024
Pay Application #4	\$ 43,041.24	05/09/2024
Current Contract Value	\$ 594,150.06	
Balance to Finish	\$ 65,996.29	

- Phase 6 Pkg 2: Section 35-36 & 44 Landscape Improvements – Hardscape. Project was awarded 10/25/2023 to DL Meachum. MUD contract executed 12/15/2023, NTP issued 1/30/24. **Approve Pay Application #2 & #3 and Change Order #2, #3, & #4 .**

Item	Amount	Notes
<i>Original Contract</i>	\$ 355,826.75	<i>Comment(s)</i>
Change Order #1	\$ 1,832.00	2/16/24
Pay Application #1	\$ 247,430.83	2/28/24
Change Order #2	\$ 31,872.80	03/18/2024
Pay Application #2	\$ 42,809.64	03/25/2024
Pay Application #3	\$ 24,658.02	04/24/2024
Change Order #3	\$ 2,650.50	04/05/2024
Change Order #4	\$ 29,686.00	04/29/2024
Current Contract Value	\$ 421,868.05	
Balance to Finish	\$ 106,969.56	

- 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 #3 & #4 and Change Order #1.**

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

- Phase 6 Pkg 3: Section 45 & 51-52 Landscape Improvements – Softscape & Hardscape. Project was awarded 10/25/2023 to Strickscapes. MUD contract executed 12/20/2023, NTP issued 11/17/23. **Approve Pay Application #3 & #4 and Change Order #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
Pay Application #2	\$ 90,869.69	
Pay Application #3	\$ 36,619.43	03/29/2024
Change Order #1	\$ 303,818.54	04/24/2024
Pay Application #4	\$ 694,096.28	05/09/2024
Current Contract Value	\$ 1,675,456.87	
Balance to Finish	\$ 834,743.83	

Proposed Action Items:

- Request permission to authorize design/documentation phase, as appropriate, for the following construction projects: **Sunterra Phase 7 Package 2 Sections 59, 60, & 61 Landscape Improvements**
- Approve plans and specifications and authorize advertisement for bids for the following construction projects: **Sunterra Phase 7 Package 1A & 1B Sections 57, 58, & 62 Landscape Improvements**
- Phase 6 Pkg 1: Section 42, 43 Landscape Improvements - Softscape. Project was awarded 09/11/2023 to Strickscapes. MUD executed contract 10/9/23, NTP issued 11/17/23. **Approve Change Order #3 & #4 and Pay Application #2, #3, & #4.**
- Phase 6 Pkg 2: Section 35-36 & 44 Landscape Improvements – Hardscape. Project was awarded 10/25/2023 to DL Meachum. MUD contract executed 12/15/2023, NTP issued 1/30/24. **Approve Pay Application #2 & #3 and Change Order #2, #3, & #4 .**
- 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 #3 & #4 and Change Order #1.**
- 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 #3 & #4 and Change Order #1.**

Sincerely,



Kaitlynn Richter
Project Manager

Exhibit J



May 13, 2024

Board of Directors
Harris County Municipal Utility District No. 569
c/o Swartz, Page & Harding, L.L.P.
1300 Post Oak Boulevard, Suite 2500
Houston, TX 77056

Attention: Cristina Cole

RE: *Landscape Architect Report - Construction of Landscape Improvements in Sunterra – Board Meeting of May 13, 2024*

Dear Directors:

This report summarizes our activities to date regarding the development of landscape open space projects for the Sunterra Development.

Landscape architecture matters, including authorize design of facilities, approve plans and specifications, authorize advertisement for bids, review bids and award contracts, approve pay estimates and change orders, and authorize final acceptance of projects, if appropriate, for the following:

1. Section 40 Hardscape, Landscape, and Irrigation

Contractor – Zodega – Complete – Final Acceptance 5-10-24

ACTION ITEMS-

- a. Approve Pay Application #4 - \$3,235.50
- b. Approve Pay Application #5 - \$98,539.05
- c. Approve Pay Application #6 - \$182,320.16
- d. Approve Pay Application #7 - \$20,015.21
- e. Approve Pay Application #8 - \$7,368.45
- f. Approve Pay Application #9 - \$2,790.00
- g. Approve Pay Application #10 - \$93,966.22
- h. Approve Change Order #1 – \$59,919.92 – Additional planting, irrigation, and sidewalks
- i. Approve Change Order #2 – \$3,140.16 – Fine grading and hydromulch
- j. Approve Change Order #3 – \$22,239.12 – Revised tree selections around pond
- k. Approve Change Order #4 – \$5,087.17 – Additional sod and hydromulch
- l. Approve Change Order #5 – \$2,455.92 – Replace stolen decoders

2. Sections 37-39 & 41 Hardscape, Landscape, and Irrigation

Contractor – Earth First – 85% Complete

ACTION ITEMS-

- a. Approve Pay Application #2 - \$11,228.40
- b. Approve Pay Application #3 - \$58,401.68
- c. Approve Pay Application #4 - \$121,539.60
- d. Approve Pay Application #5 - \$135,914.64
- e. Approve Pay Application #6 - \$4,099.19
- f. Approve Pay Application #7 - \$3,856.05
- g. Approve Change Order #1 – Rain Days 31

- h. Approve Change Order #2 – \$59,817.59 – Additional sidewalk and ADA ramps on Tantara Blvd.

Please contact me at (346-433-8025) or david.daughtry@kimley-horn.com should you have any questions.

Sincerely,

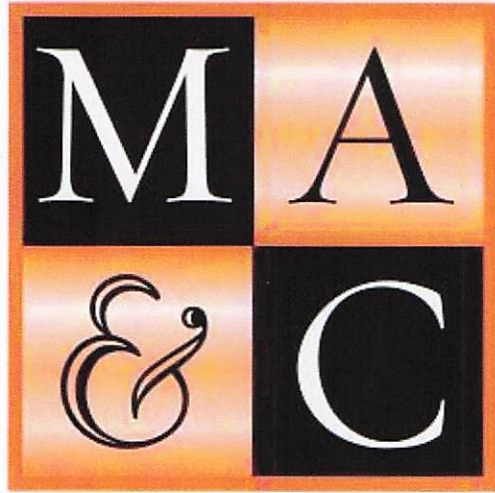


David Daughtry, ASLA

Enclosures

Pay Applications for referenced projects
Change Orders for referenced projects
Phase 8 Project Limit of Work Exhibit and Project Schedule

Exhibit K



MUNICIPAL ACCOUNTS
& CONSULTING, L.P.

Bookkeeper's Report | May 13, 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

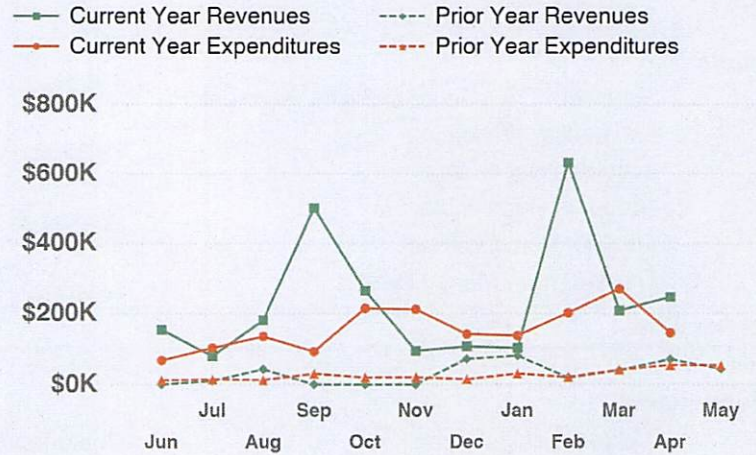
Harris County MUD No. 569 - GOF



Account Balance Summary

Balance as of 04/09/2024	\$940,421
Receipts	458,775
Disbursements	(407,636)
Balance as of 05/13/2024	\$991,561

Overall Revenues & Expenditures By Month (Year to Date)



April 2024

Revenues

Actual	Budget	Over/(Under)
\$247,442	\$148,373	\$99,069

Expenditures

Actual	Budget	Over/(Under)
\$145,721	\$135,993	\$9,727

June 2023 - April 2024 (Year to Date)

Revenues

Actual	Budget	Over/(Under)
\$2,576,434	\$2,163,218	\$413,216

Expenditures

Actual	Budget	Over/(Under)
\$1,724,423	\$1,546,871	\$177,552

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 04/09/2024				\$2,877.30
Receipts				
	Sunterra POA - Security Billing Payment		5,000.00	
	Accounts Receivable		627.59	
	Accounts Receivable		44,951.48	
	Accounts Receivable		2,072.83	
	Transfer from Operator		155,851.81	
	Transfer from Money Market		23,000.00	
Total Receipts				\$231,503.71
Disbursements				
1247	Akinloduade Johnson	Customer Refund	(232.58)	
1248	Amit Gupta	Customer Refund	(96.73)	
1249	Basim Moustafa	Customer Refund	(250.00)	
1250	Huawei Gao	Customer Refund	(169.88)	
1251	Ngoc Tram Le	Customer Refund	(86.59)	
1252	Rental Management Group	Customer Refund	(332.58)	
1253	Sebastian Zuluaga	Customer Refund	(54.93)	
1254	Shashi Nuthanakanti	Customer Refund	(218.65)	
1255	Best Trash	Garbage Expense	(4,355.40)	
1256	Forvis, LLP	Filing Fees	(600.00)	
1257	Harris-Waller Co. MUD 4	Purchase Water & Mowing	(79,898.56)	
1258	Municipal Accounts & Consulting, L.P.	Bookkeeping Fees	(4,319.41)	
1259	Municipal District Services, LLC	Maintenance & Repairs	(113,763.03)	
1260	On-Site Protection, LLC	Security Expense	(3,205.66)	
1261	Quiddity Engineering, LLC	Engineering Fees	(4,343.75)	
1262	Schwartz, Page & Harding, L.L.P.	Legal Fees	(9,060.60)	
1263	Silt Solutions, Inc	Storm Water Management Plan	(5,280.00)	
1264	Water Utility Services	Laboratory Expense	(60.00)	
HR&P	David Jezierski.	Fees of Office - 04/08/2024	(204.10)	
HR&P	Nicholas J Luton.	Fees of Office - 03/11/2024, 04/08/2024	(233.58)	
HR&P	Blakely Norris.	Fees of Office - 04/08/2024	(204.10)	
HR&P	Julia Pecina.	Fees of Office - 04/08/2024	(204.10)	
HR&P	Jason Schultz.	Fees of Office - 03/11/2024, 04/08/2024	(277.80)	
HR&P	HR&P	Payroll Administration Fee	(50.00)	
HR&P	HR&P	United States Treasury	(169.00)	
Rtn Cks	Central Bank	Returned Customer Payments (2)	(1,102.70)	
Svc Chg	Central Bank	Service Charge	(5.00)	
Total Disbursements				(\$228,778.73)
Balance as of 05/13/2024				\$5,602.28

Cash Flow Report - Operator Account

Harris County MUD No. 569 - GOF



Number	Name	Memo	Amount	Balance
Balance as of 04/09/2024				\$66,502.46
Receipts				
	Accounts Receivable		224.50	
	Accounts Receivable		51,938.96	
	Tap Connections (2)		4,940.00	
	Tap Connections (1)		2,470.00	
	Tap Connections (9)		21,230.00	
	Tap Connections (3)		7,410.00	
	Taps & Inspection Fees - 5455 Aurora Bend Dr		54,175.00	
Total Receipts				\$142,388.46
Disbursements				
Svc Chg	Central Bank	Service Charge	(5.00)	
Sweep	Central Bank	Transfer to Checking	(155,851.81)	
Total Disbursements				(\$155,856.81)
Balance as of 05/13/2024				\$53,034.11

Actual vs. Budget Comparison

Harris County MUD No. 569 - GOF



		April 2024			June 2023 - April 2024			
		Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
Revenues								
Water Revenue								
14101	Water- Customer Service Revenue	49,605	24,048	25,557	328,420	380,760	(52,340)	400,800
14108	Transfer Fees	2,560	0	2,560	9,591	0	9,591	0
Total Water Revenue		52,165	24,048	28,117	338,010	380,760	(42,750)	400,800
Wastewater Revenue								
14201	Wastewater-Customer Service Rev	22,006	15,200	6,806	173,519	176,700	(3,181)	190,000
14203	Wastewater Inspection Fees	5,130	10,108	(4,978)	129,665	111,192	18,473	121,300
Total Wastewater Revenue		27,136	25,308	1,828	303,184	287,892	15,292	311,300
Property Tax Revenue								
14301	Maintenance Tax Collections	80,705	0	80,705	598,026	405,383	192,643	559,000
Total Property Tax Revenue		80,705	0	80,705	598,026	405,383	192,643	559,000
Tap Connection Revenue								
14501	Tap Connections	73,745	87,500	(13,755)	1,203,224	962,500	240,724	1,050,000
14502	Inspection Fees	2,772	3,417	(645)	44,539	37,583	6,956	41,000
Total Tap Connection Revenue		76,517	90,917	(14,400)	1,247,763	1,000,083	247,680	1,091,000
Administrative Revenue								
14702	Penalties & Interest	1,741	1,500	241	15,273	16,500	(1,227)	18,000
Total Administrative Revenue		1,741	1,500	241	15,273	16,500	(1,227)	18,000
Interest Revenue								
14801	Interest Earned on Checking	0	100	(100)	886	1,100	(214)	1,200
14802	Interest Earned on Temp. Invest	4,177	1,500	2,677	18,292	16,500	1,792	18,000
Total Interest Revenue		4,177	1,600	2,577	19,178	17,600	1,578	19,200
Developer Advance								
14902	Sunterra POA Contribution	5,000	5,000	0	55,000	55,000	0	60,000
Total Developer Advance		5,000	5,000	0	55,000	55,000	0	60,000
Total Revenues		247,442	148,373	99,069	2,576,434	2,163,218	413,216	2,459,300

Expenditures

Water Service

16102 Operations - Water	721	1,250	(529)	4,856	13,750	(8,894)	15,000
16104 Purchase Water / JWP	0	22,417	(22,417)	214,027	246,583	(32,556)	269,000
16105 Maintenance & Repairs - Water	48,777	4,917	43,860	145,874	54,083	91,791	59,000
16108 Laboratory Expense - Water	0	0	0	60	0	60	0
16111 Reconnection Expense	0	1,667	(1,667)	0	18,333	(18,333)	20,000
16112 Disconnection Expense	896	0	896	896	0	896	0

Actual vs. Budget Comparison

Harris County MUD No. 569 - GOF



April 2024			June 2023 - April 2024			Annual Budget
Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	
4,252	0	4,252	24,334	0	24,334	0
0	0	0	382	382	0	1,200
54,645	30,250	24,395	390,429	333,132	57,297	364,200
694	1,250	(556)	4,618	13,750	(9,132)	15,000
2,912	2,500	412	26,610	27,500	(890)	30,000
0	22,417	(22,417)	214,027	246,583	(32,556)	269,000
27,570	9,667	17,904	92,913	106,333	(13,420)	116,000
0	0	0	382	382	0	1,200
31,177	35,833	(4,657)	338,551	394,549	(55,998)	431,200
4,355	833	3,522	9,425	9,167	258	10,000
4,355	833	3,522	9,425	9,167	258	10,000
5,280	0	5,280	10,740	0	10,740	0
0	11,667	(11,667)	128,118	128,333	(216)	140,000
5,280	11,667	(6,387)	138,858	128,333	10,524	140,000
16,315	29,667	(13,351)	414,058	326,333	87,724	356,000
10,172	5,417	4,755	85,376	59,583	25,792	65,000
26,487	35,083	(8,596)	499,433	385,917	113,517	421,000
8,529	8,333	195	99,280	91,667	7,614	100,000
0	0	0	15,000	15,000	0	15,000
4,344	2,917	1,427	34,448	32,083	2,365	35,000
0	0	0	1,082	0	1,082	0
4,140	2,660	1,480	34,123	35,340	(1,217)	38,000
619	750	(131)	8,422	8,250	172	9,000
633	50	583	1,002	550	452	600
16	167	(151)	1,694	1,833	(139)	2,000
460	250	210	2,714	2,750	(36)	3,000
0	0	0	3,020	5,700	(2,680)	5,700
429	0	429	3,588	0	3,588	0
10	0	10	220	0	220	0
110	100	10	719	1,100	(381)	1,200
0	167	(167)	1,293	1,833	(540)	2,000

Actual vs. Budget Comparison

Harris County MUD No. 569 - GOF



			April 2024		June 2023 - April 2024				
			Actual	Budget	Over/ (Under)	Actual	Budget	Over/ (Under)	Annual Budget
Expenditures									
Administrative Service									
16728	Record Storage Fees		10	0	10	148	0	148	0
Total Administrative Service			19,299	15,393	3,905	206,753	196,107	10,646	211,500
Security Service									
16801	Security Expense		3,206	5,000	(1,794)	50,442	55,000	(4,558)	60,000
Total Security Service			3,206	5,000	(1,794)	50,442	55,000	(4,558)	60,000
Payroll Expense									
17101	Payroll Expenses		1,105	883	222	9,440	9,717	(277)	10,600
17102	Payroll Administration		50	50	0	550	550	0	600
17103	Payroll Tax Expense		85	75	10	722	825	(103)	900
Total Payroll Expense			1,240	1,008	231	10,712	11,092	(380)	12,100
Other Expense									
17802	Miscellaneous Expense		33	925	(892)	6,451	10,175	(3,724)	11,100
17805	Contract Tax Payment		0	0	0	69,695	19,700	49,995	19,700
Total Other Expense			33	925	(892)	76,146	29,875	46,271	30,800
Total Expenditures			145,721	135,993	9,727	1,720,749	1,543,171	177,578	1,680,800
Total Revenues (Expenditures)			101,721	12,380	89,341	855,685	620,047	235,638	778,500
Other Expenditures									
Bond Expense									
17701	Bond Issuance Expense		0	0	0	3,674	3,700	(26)	3,700
Total Bond Expense			0	0	0	3,674	3,700	(26)	3,700
Total Other Expenditures			0	0	0	3,674	3,700	(26)	3,700
Total Other Revenues (Expenditures)			0	0	0	(3,674)	(3,700)	26	(3,700)
Excess Revenues (Expenditures)			101,721	12,380	89,341	852,011	616,347	235,664	774,800

Balance Sheet as of 04/30/2024

Harris County MUD No. 569 - GOF



Assets	
Bank	
11101 Cash in Bank	\$208,931
11102 Operator	53,034
Total Bank	<u>\$261,965</u>
Investments	
11201 Time Deposits	<u>\$955,924</u>
Total Investments	<u>\$955,924</u>
Receivables	
11301 Accounts Receivable	<u>\$125,072</u>
Total Receivables	<u>\$125,072</u>
Interfund Receivables	
11401 Due From Capital Projects	\$61,000
11403 Due From Tax Account	18,947
Total Interfund Receivables	<u>\$79,947</u>
Prepays	
11701 Prepaid Insurance	<u>\$2,520</u>
Total Prepays	<u>\$2,520</u>
Total Assets	<u><u>\$1,425,428</u></u>
Liabilities & Equity	
Liabilities	
Accounts Payable	
12101 Accounts Payable	<u>\$224,886</u>
Total Accounts Payable	<u>\$224,886</u>
Deferrals	
12501 Tap Connection Fees Advance	<u>\$21,125</u>
Total Deferrals	<u>\$21,125</u>
Deposits	
12601 Customer Meter Deposits	<u>\$298,139</u>
Total Deposits	<u>\$298,139</u>
Total Liabilities	<u>\$544,151</u>
Equity	
Unassigned Fund Balance	
13101 Unassigned Fund Balance	<u>\$29,266</u>
Total Unassigned Fund Balance	<u>\$29,266</u>
Net Income	<u>\$852,011</u>
Total Equity	<u>\$881,277</u>
Total Liabilities & Equity	<u><u>\$1,425,428</u></u>

Monthly Financial Summary - Capital Projects Fund

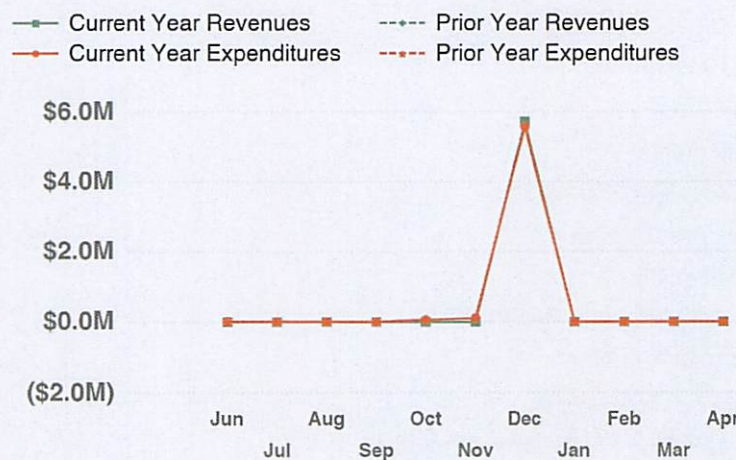
Harris County MUD No. 569 - CPF



Account Balance Summary

Balance as of 04/09/2024	\$569
Receipts	0
Disbursements	(56)
Balance as of 05/13/2024	\$513

Overall Revenues & Expenditures By Month (Year to Date)



Account Balance By Month | May 2023 - April 2024



Cash Flow Report - Checking Account

Harris County MUD No. 569 - CPF



Number	Name	Memo	Amount	Balance
Balance as of 04/09/2024				\$569.26
Receipts				
	No Receipts Activity		0.00	
Total Receipts				\$0.00
Disbursements				
1009	Schwartz Page & Harding LLP	Legal Fees	(50.93)	
Fee	Central Bank	Service Charge	(5.00)	
Total Disbursements				(\$55.93)
Balance as of 05/13/2024				\$513.33

District Debt Summary as of 05/13/2024

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
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	\$121,960.00	\$121,960.00
Total Due 09/01/2024		\$0.00	\$121,960.00	\$121,960.00

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

Investment Profile as of 05/13/2024

Harris County MUD No. 569



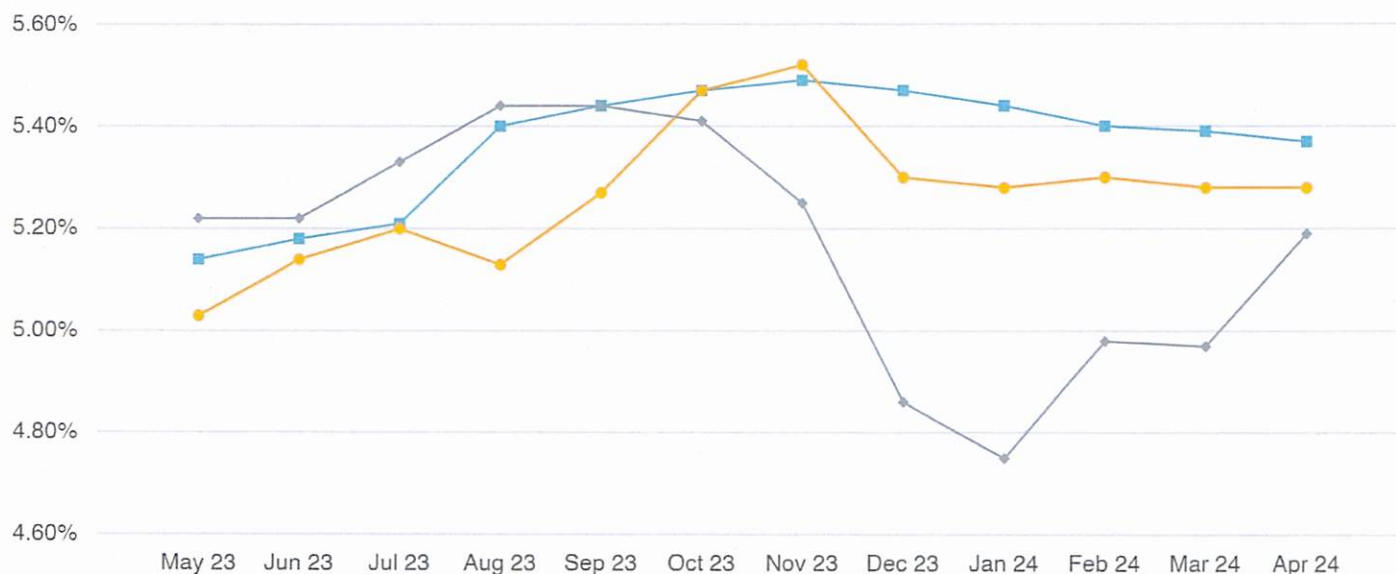
General Operating Fund	Capital Projects Fund	Debt Service Fund	Other Funds
Funds Available to Invest \$991,561	Funds Available to Invest \$513	Funds Available to Invest \$373,974	Funds Available to Invest N/A
Funds Invested \$932,924	Funds Invested \$0	Funds Invested \$373,974	Funds Invested N/A
Percent Invested 94%	Percent Invested 0%	Percent Invested 100%	Percent Invested N/A

Term	Money Market	Term	Certificate of Deposit	Term	U.S. Treasuries
On Demand	5.38%	180 Days	5.42%	180 Days	5.37%
		270 Days	5.37%	270 Days	5.37%
		1 Yr	5.29%	1 Yr	5.11%
		13 Mo	5.17%	13 Mo	N/A
		18 Mo	4.41%	18 Mo	5.11%
		2 Yr	2.11%	2 Yr	4.80%

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

Investment Rates Over Time (By Month) | May 2023 - April 2024

— MONEY MARKET — CD-1 YEAR — U.S. TREASURIES-1 Year



Account Balance as of 05/13/2024

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		5.44%	932,924.42	
Checking Account(s)					
CENTRAL BANK - CHECKING (XXXX3660)			0.00%	5,602.28	Checking Account
CENTRAL BANK - CHECKING (XXXX8883)			0.00%	53,034.11	Operator
Totals for General Operating Fund				✓ \$991,560.81	

FUND: Capital Projects

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Checking Account(s)					
CENTRAL BANK (XXXX2325)			0.00%	513.33	Cash In Bank
Totals for Capital Projects Fund				✓ \$513.33	

FUND: Debt Service

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Money Market Funds					
TEXAS CLASS (XXXX0004)	11/09/2023		5.44%	53,036.47	Contract Tax
TEXAS CLASS (XXXX0006)	11/29/2023		5.44%	320,937.15	Road
Checking Account(s)					
CENTRAL BANK (XXXX1101)			0.00%	0.00	Cash in Bak
Totals for Debt Service Fund				✓ \$373,973.62	

Grand Total for Harris County MUD No. 569 : **\$1,366,047.76**

Capital Projects Fund Breakdown

HARRIS COUNTY MUD NO. 569

As of Date 5/13/2024

Net Proceeds for All Bond Issues

Receipts

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

Disbursements

Disbursements - Series 2023 BAN	(1,564,549.50)
---------------------------------	----------------

Total Cash Balance	\$513.33
---------------------------	-----------------

Balances by Account

Central Bank - Checking	\$513.33
-------------------------	----------

Total Cash Balance	\$513.33
---------------------------	-----------------

Balances by Bond Series

Bond Proceeds - Series 2023 BAN	\$513.33
---------------------------------	----------

Total Cash Balance	\$513.33
---------------------------	-----------------

Remaining Costs/Surplus By Bond Series

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

Surplus & Interest - Series 2023 BAN	\$564.26
--------------------------------------	----------

Total Surplus & Interest Balance	\$564.26
---	-----------------

Total Remaining Costs/Surplus	\$564.26
--------------------------------------	-----------------

Adopted Budget

Harris County MUD No. 569 - Fiscal Year Ending May 31, 2025

	Eleven Months Actuals 06/2023-04/2024	Twelve Months Annualized FYE 05/2024	Adopted 2024 Budget	Adopted 2025 Budget
Revenues				
14101 · Water - Customer Service Revenue	\$328,420	\$378,420	\$400,800	\$620,000
14108 · Transfer Fees	9,591	12,091	\$0	13,300
14201 · Wastewater-Customer Service Rev	173,519	196,019	190,000	376,200
14203 · Wastewater Inspection Fees	129,665	141,453	121,300	141,500
14301 · Maintenance Tax Collections	598,026	598,026	559,000	559,000
14501 · Tap Connection Revenue	1,203,224	1,203,224	1,050,000	525,000
14502 · Inspection Fees	44,539	48,588	41,000	48,600
14702 · Penalties & Interest	15,273	16,662	18,000	18,300
14801 · Interest Earned on Checking	886	997	1,200	1,100
14802 · Interest Earned on Temp. Invest	18,292	19,955	18,000	22,000
14902 · HOA Contribution	55,000	60,000	60,000	60,000
Total Revenues	\$2,576,434	\$2,675,433	\$2,459,300	\$2,385,000
Expenditures				
16102 - Operations - Water	\$4,856	\$5,297	\$15,000	\$5,800
16104 · Purchase Water Service	214,027	278,027	269,000	455,500
16105 · Maintenance & Repairs - Water	145,933	159,200	59,000	175,100
16111 · Transfer Expense	25,230	27,524	20,000	30,300
16117 · TCEQ Regulatory Expense - Water	382	1,818	1,200	2,500
16202 · Operations - Wastewater	4,618	5,968	15,000	6,600
16203 · Wastewater Inspection Expense	26,610	29,030	30,000	30,000
16204 · Purchase Wastewater Service	214,027	278,027	269,000	455,500
16205 · Maintenance and Repairs - Wastewater	92,913	116,142	116,000	127,800
16217 · TCEQ Regulatory Expense - Wastewater	382	1,818	1,200	2,000
16301 · Garbage Expense	9,425	14,425	10,000	54,400
16401 · SWQ Management	10,740	14,320	0	15,000
16403 · Detention Pond Maintenance	128,118	138,118	140,000	140,000
16501 · Tap Connection Expense	414,058	414,058	356,000	262,500
16502 · Inspection Expense	85,376	93,137	65,000	24,300
16703 · Legal Fees	99,280	108,306	100,000	100,000
16705 · Auditing Fees	15,000	15,000	15,000	15,800
16706 · Engineering Fees	34,448	38,182	35,000	35,000
16709 · Election Expense	1,082	1,082	0	0
16712 · Bookkeeping Fees	34,123	38,823	38,000	43,000
16714 · Printing & Office Supplies	8,422	9,188	9,000	10,100
16715 · Filing Fees	1,002	1,093	600	1,100
16716 · Delivery Expense	1,694	1,848	2,000	1,900
16717 · Postage	2,714	2,960	3,000	3,100
16718 · Insurance & Surety Bond	3,020	3,020	5,700	3,200
16721 · Meeting Expense	3,588	4,088	0	4,300
16722 · Bank Service Charges	220	230	0	300
16723 · Travel Expense	719	785	1,200	900
16724 · Publication Expense (SB 622)	1,293	1,293	2,000	1,400
16728 · Record Storage Fees	148	158	0	200
16801 · Security Expense	50,442	55,442	60,000	60,000
17101 · Payroll Expenses	9,440	10,545	10,600	13,300
17102 · Payroll Administration Expenses	550	600	600	600
17103 · Payroll Tax Expense	722	806	900	1,000
17701 · Bond Issuance Expense	3,674	3,674	3,700	0
17802 · Miscellaneous Expense	6,451	7,037	11,100	7,100
17805 · Contract Tax Payment	69,695	69,695	19,700	0
Total Expenditures	\$1,724,422	\$1,950,763	\$1,684,500	\$2,089,600
Net Excess Revenues <Expenditures>	\$852,011	\$724,669	\$774,800	\$295,400

Those appendix items required by Texas Water Code Section 49.057(b) are filed in the District's official records and are available upon request.
Any person wishing to obtain a copy of such documents may submit a request under the Texas Public Information Act to the following address:
Harris County M.U.D. 569 c/o Schwartz, Page & Harding, L.L.P., 1300 Post Oak Blvd., Suite 2400, Houston, TX. 77056, (713) 623-4531.



MUNICIPAL ACCOUNTS
& CONSULTING, L.P.

May 13, 2024

Harris County MUD No. 569
Re: Adopted Budget – Fiscal Year Ending May 31, 2025

Please check the appropriate box and sign below.

Approved

☒

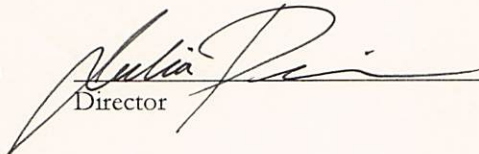
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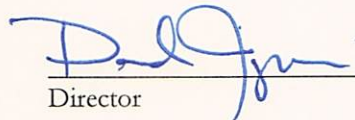
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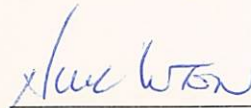
Comments

change # 16403 to \$180,000.-

Signatures


Director


Director


Director

Adopted Budget

Harris County MUD No. 569 - Fiscal Year Ending May 31, 2025

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Exhibit L

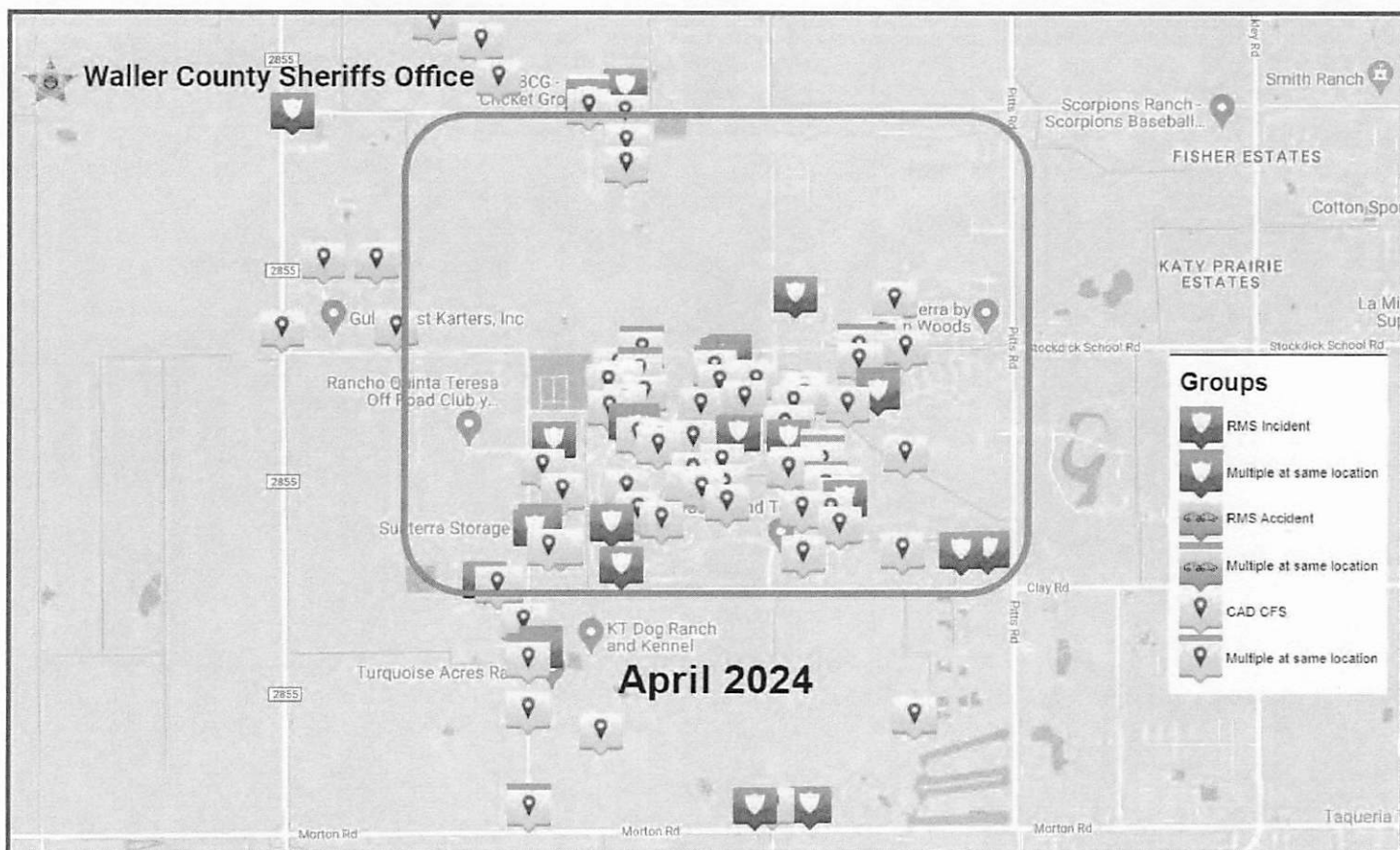


**ON-SITE
PROTECTION LLC**

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

April 2024

- The rate of reported theft **remained the same** for the month of April.
- Spotter activity during the day and **night** was consistent.
- Time of offenses has continued to occur during the mid / late afternoon and evening hours during the during of the week.
- Appliance and material theft remains a problem for homes under construction.
- Deputies are patrolling the northern section more closely due to a request from builders complaining about increased material theft.
- Officers remain in the northern part of the development to combat the high amount of material theft.

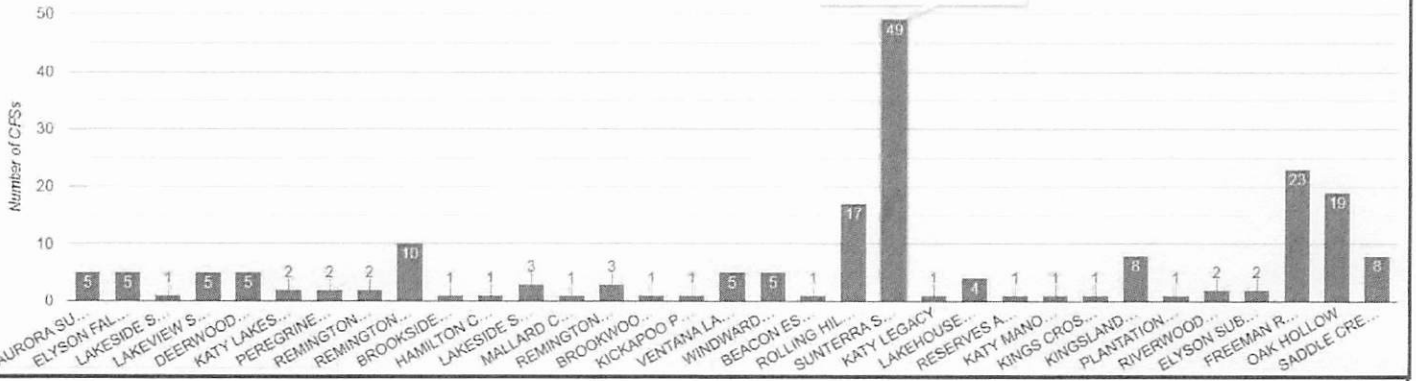




Waller County Sheriffs Office

GeoArea: 04/01/2024 - 04/30/2024

Incidents



Incidents between 04/01/2024 and 04/30/2024

Show 4 entries

burglary

DISTANCE	RECORD	DATE	LOCATION	INC TYPE	RECORD TYPE
16121215773598	2400599	04/15/2024	133 LAKEHOUSE LANDING DR Katy	23F - BURGLARY OF VEHICLES	Incident
2919.6092603419	2400662	04/28/2024	28625 CLAY RD Katy	220 - BURGLARY OF HABITATION	Incident
3682.6086297735	2400631	04/24/2024	3554 SCHLUFF RD WALLER COUNTY	23F - BURGLARY OF VEHICLES	Incident
4726.8405426566	2024014598	04/10/2024	29903 SUNRISE LN WALLER COUNTY	BURGLARY OF RESIDENCE	CAD CFS

Incidents between 04/01/2024 and 04/30/2024

s



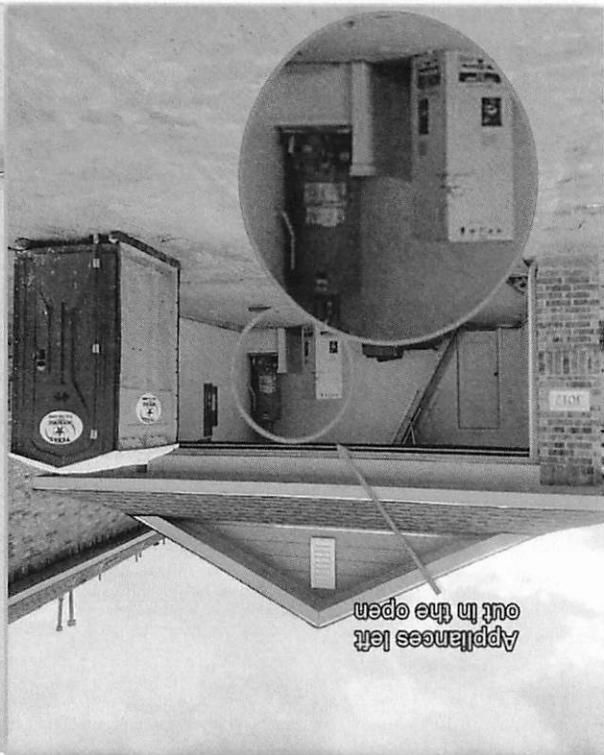
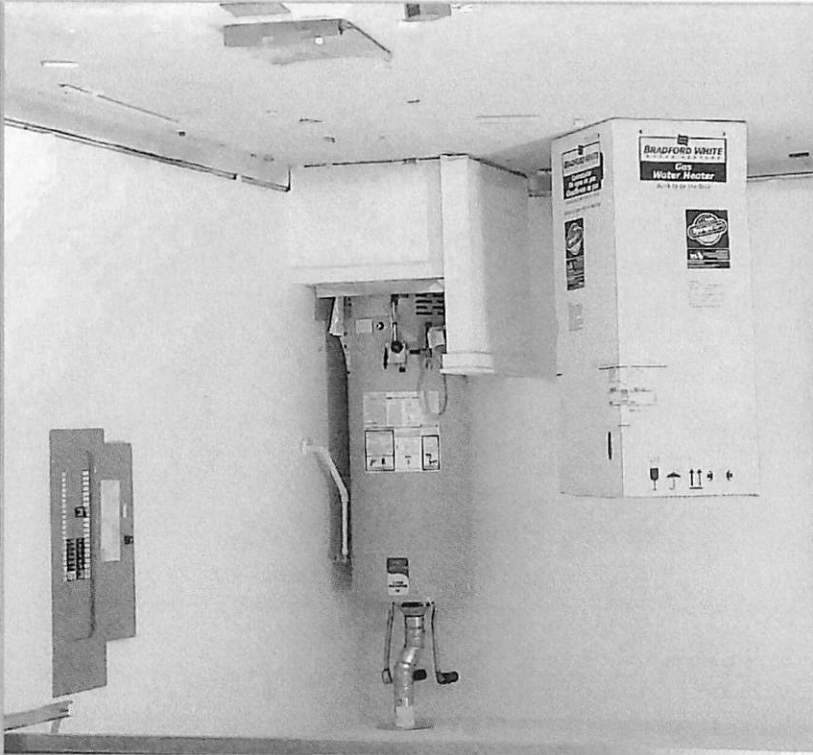
Waller County Sheriffs Office

DISTANCE	RECORD	DATE	LOCATION	INC TYPE	RECORD TYPE
1213.1425092096	2400532	04/05/2024	5086 MARCASCIA DR Katy	23H - THEFT PROP >=\$2,500-\$30K	Incident
1670.3253441847	2024013219	04/01/2024	867 SARASOTA SHORE DR WALLER COUNTY	THEFT	CAD CFS
1670.3253441847	2400499	04/01/2024	867 SARASOTA SHORE DR WALLER COUNTY	23D - THEFT PROP >=\$2,500-\$30K	Incident
1707.2352760469	2024013212	04/01/2024	852 SARASOTA SHORE DR WALLER COUNTY	THEFT	CAD CFS
1707.2352760469	2400498	04/01/2024	852 SARASOTA SHORE DR WALLER COUNTY	23H - THEFT PROP >=\$2,500-\$30K	Incident
1725.7233493492	2024013221	04/01/2024	844 SARASOTA SHORE DR WALLER COUNTY	THEFT	CAD CFS
1725.7233493492	2400500	04/01/2024	832 SARASOTA SHORE DR WALLER COUNTY	23D - THEFT PROP >=\$2,500-\$30K	Incident
1772.5173725315	2400501	04/01/2024	828 SARASOTA SHORE DR WALLER COUNTY	23H - THEFT PROP >=\$2,500-\$30K	Incident
1772.5173725315	2024013223	04/01/2024	828 SARASOTA SHORE DR WALLER COUNTY	THEFT	CAD CFS
1789.4491750669	2024013220	04/01/2024	822 SARASOTA SHORE DR WALLER COUNTY	THEFT	CAD CFS
1792.6460435754	2400512	04/04/2024	700 OCEAN PALMS DR Katy	24D - THEFT PROP >=\$30K-\$150K	Incident
2181.6410502658	2024014132	04/07/2024	580 SANTA ROSA HILLS DR WALLER COUNTY	THEFT	CAD CFS
2244.3961727325	2024016605	04/24/2024	1232 SUMMER BEND DR WALLER COUNTY	THEFT	CAD CFS
2261.4486544456	2024017471	04/30/2024	604 SANTA ROSA HILLS DR WALLER COUNTY	THEFT	CAD CFS
2385.0590434606	2400599	04/19/2024	2509 ALLEGRETTO SEA DR Katy	23H - THEFT PROP >=\$750-\$2,500	Incident
2385.3382989056	2400598	04/19/2024	2505 ALLEGRETTO SEA DR Katy	23H - THEFT PROP >=\$750-\$2,500	Incident
2386.1037182732	2400597	04/19/2024	2501 ALLEGRETTO SEA DR Katy	23H - THEFT PROP >=\$2,500-\$30K	Incident
2425.1209679624	2400519	04/23/2024	2572 NEWPORT BREEZE DR WALLER COUNTY	23H - THEFT PROP >=\$2,500-\$30K	Incident
2425.1209679624	2024016370	04/23/2024	2572 NEWPORT BREEZE DR WALLER COUNTY	THEFT	CAD CFS
2819.1479161359	2400548	04/25/2024	3113 SEASIDE GLASS DR Katy	23H - THEFT PROP >=\$2,500-\$30K	Incident

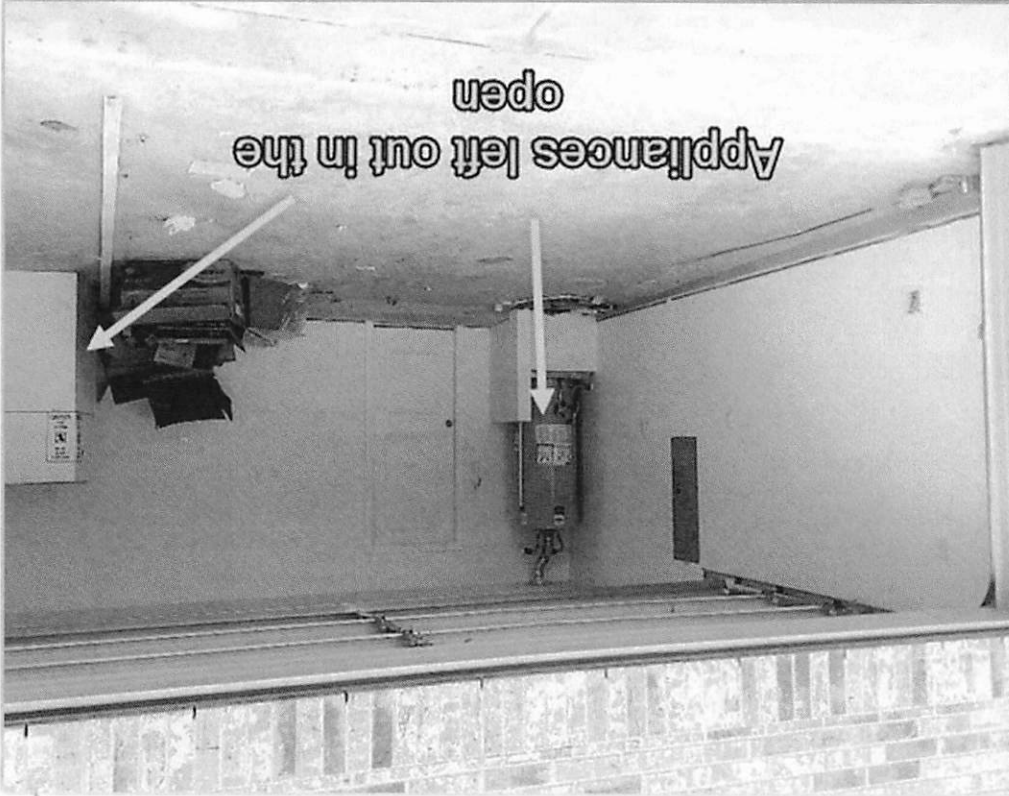




Material stacked for future nighttime retrieval



Appliances left out in the open



Appliances left out in the open



Material theft

Traffic Stop: Same spotter
vehicle returned to
development



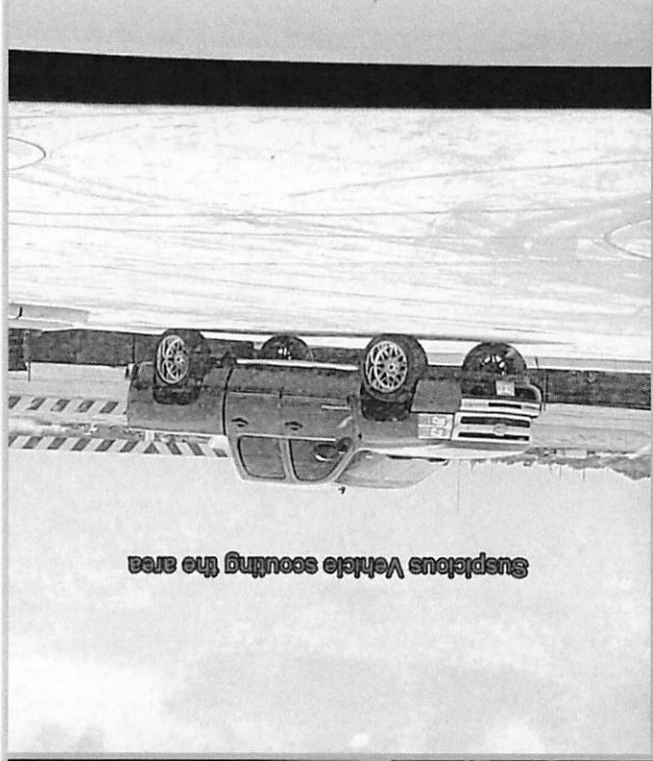
Vehicle stopped: Suspicious
materials transport



Traffic Stop: Suspected
spotter vehicle



Suspicious Vehicle scouting the area



Traffic stop on suspicious
material transport



Exhibit M



MEMORANDUM

TO: Board of Directors of Harris County Municipal Utility District No. 569
FROM: Schwartz, Page & Harding, LLP
DATE: May 13, 2024
RE: Use of Social Media by Public Officials

This memorandum provides recommendations relating to use of social media by directors (as government officials) in light of two recent U.S. Supreme Court cases.

In *Lindke v. Freed*, 144 S. Ct. 756 (2024), James Freed, the city manager of Port Huron, Michigan, had a Facebook page describing himself as “City Manager, Chief Administrative Officer for the citizens of Port Huron, MI.” He regularly posted both personal and work-related information. In 2020, Mr. Freed began posting about the COVID-19 pandemic and Mr. Lindke, who was frustrated with the city’s policies, commented on Mr. Freed’s posts to express his displeasure. Mr. Freed initially deleted Mr. Lindke’s comments before ultimately blocking Mr. Lindke. Mr. Lindke then sued Mr. Freed, claiming that Mr. Freed violated his First Amendment right to free speech.¹

On March 15, 2024, the Supreme Court unanimously held in *Lindke v. Freed* that government officials who block users or delete comments from their *personal* social media pages deprive those individuals of their First Amendment rights if the official (1) had actual authority to speak on behalf of the government, and (2) purported to use that authority in their social media posts. If both elements are met in a given situation, the government official can be sued.

Accordingly, we recommend the following guidelines when using social media:

1. Avoid posting about official matters on your personal social media accounts;
2. Include a disclaimer (e.g., “this is the personal page of John Doe” or “the views expressed within are strictly my own”); and
3. If you feel compelled to post about official matters, do not delete comments or block others from engaging with your social media page without first consulting legal counsel.

¹ A separate case involved two California school board members who blocked parents from posting critical comments on their personal social media pages. *O'Connor-Ratcliff v. Garnier*, 144 S. Ct. 717 (2024).