

**HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY**

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**JOINT MEETING OF THE BOARDS OF DIRECTORS**

**November 11, 2019**

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**REINVESTMENT ZONE NUMBER TWENTY-ONE,  
CITY OF HOUSTON, TEXAS  
(HARDY/NEAR NORTHSIDE ZONE)**

**HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY**

**AND**

**REINVESTMENT ZONE NUMBER TWENTY-ONE, CITY OF HOUSTON, TEXAS  
NOTICE OF JOINT MEETING**

**TO: THE BOARD OF DIRECTORS OF THE HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY AND REINVESTMENT ZONE NUMBER TWENTY-ONE, CITY OF HOUSTON, TEXAS, AND TO ALL OTHER INTERESTED PERSONS:**

Notice is hereby given that the Board of Directors of the Hardy/Near Northside Redevelopment Authority (the "Authority") will hold a joint meeting with the Board of Directors of the Reinvestment Zone Number Twenty-One, City of Houston, Texas (the "Zone") to be held on **November 11, 2019, at 9:00 a.m., at 218 Joyce Street, Houston, Texas, 77009**, open to the public, to consider, discuss and adopt such orders, resolutions or motions, and take other direct or indirect actions as may be necessary, convenient, or desirable with respect to the following matters:

1. Establish quorum and call to order.
2. Public comments.
3. Minutes of the previous meetings.
4. Financial and bookkeeping matters, including Financial Report and payment of bills.
5. Hernandez Tunnel Phase 2 Report, including:
  - a. Pay Application 3 & 4; and
  - b. Certificate of Completion.
6. Terminate Agreement with Bentley, Bratcher & Associates, P.C.
7. Ratify Engagement Agreement with Morton Accounting Services.
8. Attorney's report, including:
  - a. Resolution Appointing Investment Officer.
9. Third Amendment Project Plan and Refinancing Plan for Zone.
10. Presentations, reports, or updates from the Directors, consultants, City of Houston Staff, or others regarding development in the Authority and the Zone and implementation of Project Plan and Reinvestment Zone Financing Plan.
11. Executive Session – the Authority:
  - a. confer with legal counsel, Open Meetings Act, V.T.C.A., Government Code § 551.071;
  - b. purchase, exchange, lease or value of real property, Open Meetings Act, V.T.C.A., Government Code § 551.072; and
  - c. economic development negotiations, Open Meetings Act, V.T.C.A., Government Code § 551.087.
12. Executive Session – the Zone:
  - a. confer with legal counsel, Open Meetings Act, V.T.C.A., Government Code § 551.071;
  - b. purchase exchange, lease or value of real property, Open Meetings Act, V.T.C.A., Government Code §551.072; and
  - c. economic development negotiations, Open Meetings Act, V.T.C.A., Government Code § 551.087.



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Clark Stockton Lord  
Attorney for the Authority and the Zone

## **MINUTES OF REGULAR MEETING**

**OF**

### **HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY**

September 23, 2019

The Board of Directors (the “Board”) of Hardy/Near Northside Redevelopment Authority (the “Authority”) convened in regular session, open to the public, at 218 Joyce Street, Houston, Texas, 77009, on the 23<sup>rd</sup> day of September 2019, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Edward Reyes	Chair/Assistant Secretary
Lloyd Burke	Vice Chair/Investment Officer
Sylvia Cavazos	Secretary
Richard Cantu	Assistant Secretary
Fernando Zamarripa	Assistant Secretary
Mario Castillo	Director

All member of the Board of Directors were present except Director Cantu, thus constituting a quorum.

Also present were: Clark Lord and Tiffany Ehmke of Bracewell LLP; Breland Coleman of Bentley, Bratcher & Associates, P.C. the Bookkeeper (the “Bookkeeper”); Ralph DeLeon of Tifworks; Tim Applewhite of McCall Gibson Swedlund Barfoot PLLC; and Joel Alba with the City of Houston (the “City”). Members of the public were present at the meeting and are referenced on the attached Exhibit “A”.

Whereupon, the meeting was called to order. A copy of the notice of the meeting is attached hereto as Exhibit “B”.

#### **DETERMINE QUORUM; CALL TO ORDER**

Director Reyes noted that a quorum was present and called the meeting to order.

#### **PUBLIC COMMENTS**

No comments were given.

#### **MINUTES OF PREVIOUS MEETINGS**

The Board considered approval of the minutes of June 10, 2019. Following discussion, upon a motion made by Director Cavazos and seconded by Director Castillo, the Board voted unanimously to approve the minutes of June 10, 2019.

## **APPROVAL OF AUDIT FOR FISCAL YEAR ENDING JUNE 30, 2019**

Mr. Applewhite reviewed the draft audit with the Board and requested the Board approve the audit for fiscal year ending June 30, 2019. After review, upon a motion brought by Director Cavazos, seconded by Director Castillo, the Board unanimously voted to approve the audit.

## **COMMITTEE RECOMMENDATION: REQUEST FOR QUALIFICATIONS FOR CERTIFIED PUBLIC ACCOUNTING SERVICES**

Director Castillo outlined the proposals submitted for the Authority's bookkeeper and stated the committee recommended the Board approve the proposal for Morton Accounting Firm. After consideration, upon a motion brought by Director Castillo, seconded by Director Cavazos, the Board approved the proposal submitted by Morton Accounting and authorize moving forwarding a contract with Morton Accounting.

## **PROPOSED ANNEXATION**

Mr. DeLeon reported that a meeting was held for the community regarding the proposed annexation.

## **BOOKKEEPER'S REPORT**

Mr. Coleman then presented the Bookkeeper's report and invoices submitted for payment to the Board for review and approval. A copy of the Bookkeeper's report is attached hereto as Exhibit "C".

Following discussion on the Bookkeeper's report and the invoices submitted for payment, upon a motion made by Director Zamarripa and seconded by Director Cavazos, the Board voted unanimously to approve (i) the Bookkeeper's report and the invoices submitted for payment, including the payment to Cypress Onsite; and (ii) amend the budget to include Cypress Onsite expenses.

## **ATTORNEY REPORT**

### **Resolution regarding Investment Policy and List of Broker/Dealers**

The Board recognized Mr. Lord presented the Investment Policy and List of Broker/Dealers, a copy of which is attached hereto as Exhibit "D". He stated that the Authority is required to review its investment policy and list of qualified brokers on an annual basis and recommended that no changes be made to the Investment Policy at this time. Mr. Lord stated that the list of qualified brokers was updated to reflect any banking changes. Upon a motion brought by Director Burke, seconded by Director Castillo, the Board unanimously voted to adopt the Investment Policy and List of Broker/Dealers.

Disclosure Statement of Bookkeeper/Investment Officer

Mr. Lord next stated that the Board is also required annually to complete a disclosure statement of the investment officer and bookkeeper to note any conflicts with the investments of the Authority's funds. Following discussion, upon a motion made by Director Burke, seconded by Director Castillo, the Board voted unanimously to accept the annual disclosure statement of the bookkeeper and investment officer of the Authority, and authorize Bracewell LLP to file the statement with the Texas Ethics Commission. A copy of the annual disclosure statement of the bookkeeper and investment officer is attached to these minutes as Exhibit "E".

Consider approving renewing the Agreement for Services of Tax Consultant with Equi-Tax Inc.

Mr. Lord then reported that the agreement for services of Tax Consultant with Equi-Tax Inc. needed to be renewed and requested the Board's approval, a copy of which is attached hereto as Exhibit "F". After consideration, upon a motion brought by Director Burke, seconded by Director Zamarripa, the Board unanimously voted to approve the Agreement for Services of Tax Consultant with Equi-Tax Inc.

**HERNANDEZ TUNNEL**

Mr. De Leon reported that pending change orders have added an additional eighty (80) days to the contract to repair the Hernandez Tunnel. No action was taken.

**THIRD AMENDED PROJECT PLAN REINVESTMENT ZONE FINANCING PLAN**

Mr. DeLeon reported that the project plan has been updated and requested the Board approve the final form of the Third Amendment to the Project Plan. After review, upon a motion brought by Director Castillo, seconded by Director Burke, the Board unanimously approved the Third Amendment Project Plan.

**PRESENTATIONS, REPORTS, OR UPDATES FROM DIRECTORS, CONSULTANTS, CITY OF HOUSTON STAFF, REGARDING DEVELOPMENT IN THE AUTHORITY AND ZONE AND IMPLEMENTATION OF PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN**

No items were presented.

**CONVENE IN EXECUTIVE SESSION PURSUANT TO SECTIONS 551.087, CHAPTER 551, TEXAS GOVERNMENT CODE**

The Board did not go into executive session.

There being no further business to come before the Board, the meeting was adjourned.

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Secretary

## **MINUTES OF REGULAR MEETING**

**OF**

### **REINVESTMENT ZONE NUMBER TWENTY-ONE, CITY OF HOUSTON**

September 23, 2019

The Board of Directors (the “Board”) of Reinvestment Zone Number Twenty-One, City of Houston (the “Zone”) convened in regular session, open to the public, at 218 Joyce Street, Houston, Texas, 77009, on the 23<sup>rd</sup> day of September 2019, and the roll was called of the duly constituted officers and members of the Board, to-wit:

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Secretary

# HARDY/NEAR NORTHSIDE TIR #21

## Balance Sheet

As of November 11, 2019

	<u>Nov. 11, 19</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
BBVA Compass	113,050.50
Tex Pool AC 7932300001	686,010.43
<b>Total Checking/Savings</b>	<u>799,060.93</u>
<b>Total Current Assets</b>	<u>799,060.93</u>
<b>TOTAL ASSETS</b>	<u><u>799,060.93</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
*Accounts Payable	16,656.55
<b>Total Liabilities</b>	<u>16,656.55</u>
<b>Equity</b>	
*Fund Balance	1,229,429.33
Net Income	-447,024.95
<b>Total Equity</b>	<u>782,404.38</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>799,060.93</u></u>

No Assurance Is Provided.

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**HARDY/NEAR NORTHSIDE TIR #21**  
**Profit Loss Budget vs. Actual**  
 July 1, 2019 through November 11, 2019

	Actual		Budget	
	July 1, 2019 - Nov. 11, 2019	July 1, 2019 - June 30, 2020	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Grant Income - Construction	0.00	1,286,960.00	-1,286,960.00	0.00%
Interest Income checking	238.04	170.00	68.04	140.02%
Interest on TexPool	4,967.25	500.00	4,467.25	993.45%
Tax Increments	0.00	502,154.00	-502,154.00	0.00%
<b>Total Income</b>	<b>5,205.29</b>	<b>1,789,784.00</b>	<b>-1,784,578.71</b>	<b>0.29%</b>
<b>Gross Profit</b>	<b>5,205.29</b>	<b>1,789,784.00</b>	<b>-1,784,578.71</b>	<b>0.29%</b>
<b>Expense</b>				
<b>Program and Project Consultants</b>				
General Counsel Representation	1,273.75	20,000.00	-18,726.25	6.37%
Planning Consultants	17,825.00	25,000.00	-7,175.00	71.30%
Engineering Consultants	0.00	10,000.00	-10,000.00	0.00%
Tax Consultants	778.50	2,000.00	-1,221.50	38.93%
<b>Total Program and Project Consultants</b>	<b>19,877.25</b>	<b>57,000.00</b>	<b>-37,122.75</b>	<b>34.87%</b>
<b>TIRZ Administration Overhead</b>				
Accounting Services	9,624.00	10,000.00	-376.00	96.24%
Administrative Services	2,371.40	8,000.00	-5,628.60	29.64%
Audit Services	6,500.00	10,000.00	-3,500.00	65.00%
Office Expense	0.00	250.00	-250.00	0.00%
Insurance	0.00	1,000.00	-1,000.00	0.00%
Bank Charges	58.59	0.00	58.59	100.00%
<b>Total TIRZ Administration Overhead</b>	<b>18,553.99</b>	<b>29,250.00</b>	<b>-10,696.01</b>	<b>63.43%</b>
Developer Reimbursement	413,799.00	702,543.00	-288,744.00	58.90%
<b>Total Expense</b>	<b>452,230.24</b>	<b>788,793.00</b>	<b>-336,562.76</b>	<b>57.33%</b>
<b>Net Income (Loss)</b>	<b>-447,024.95</b>	<b>1,000,991.00</b>	<b>-1,448,015.95</b>	<b>-44.66%</b>

**HARDY/NEAR NORTHSIDE TIRZ #21****Profit Loss Detail**

July 1, 2019 through November 11, 2019

	Type	Date	Memo	Amount
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>Interest Income checking</b>				
	Deposit	07/01/2019	Interest	24.14
	Deposit	08/01/2019	Interest	72.20
	Deposit	09/03/2019	Interest	93.69
	Deposit	10/01/2019	Interest	48.01
Total Interest Income checking				238.04
<b>Interest on TexPool</b>				
	Deposit	07/31/2019	Interest	1,381.06
	Deposit	08/31/2019	Interest	1,258.54
	Deposit	09/30/2019	Interest	1,215.74
	Deposit	10/31/2019	Interest	1,111.91
Total Interest on TexPool				4,967.25
Total Income				5,205.29
Gross Profit				5,205.29
<b>Expense</b>				
<b>Program and Project Consultants</b>				
<b>Planning Consultants</b>				
	Bill	09/23/2019	General Consulting Services June through September 2019	6,975.00
	Bill	11/06/2019	General Consulting Services September through October 2019	10,850.00
Total Planning Consultants				17,825.00
<b>Legal Consultants</b>				
<b>General Counsel Representation</b>				
	Bill	10/03/2019	General Counsel services through September 30, 2019	873.75
	Bill	11/05/2019	General Counsel services through October 31, 2019	400.00
Total General Counsel Representation				1,273.75
Total Legal Consultants				1,273.75
<b>Tax Consultants</b>				
	Bill	07/01/2019	Monthly Consultant Services fee per Contract	155.70
	Bill	08/01/2019	Monthly Consultant Services fee per Contract	155.70
	Bill	09/01/2019	Monthly Consultant Services fee per Contract	155.70
	Bill	10/01/2019	Monthly Consultant Services fee per Contract	155.70
	Bill	11/01/2019	Monthly Consultant Services fee per Contract	155.70
Total Tax Consultants				778.50
Total Program and Project Consultants				19,877.25

**No Assurance Is Provided.****Page #3**

# HARDY/NEAR NORTHSIDE TIRZ #21

## Profit Loss Detail

July 1, 2019 through November 11, 2019

### TIRZ Administration Overhead

#### Accounting Services

Bill	09/18/2019	Attendance of June 2019 Board meeting, Prepare for September 2019 Board meeting, Post Board meeting, Post Board meeting procedures, cooperation with City of Houston for Compliance Review, draft formal financial statements and footnotes for year-end audit, assist auditors with procedures	7,561.00
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Bill	11/06/2019	Attendance of September 2019 Board meeting, Post Board meeting procedures, bookkeeping procedures through October 31, 2019, Preparation for November 11, 2019 board meeting	2,063.00
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Total Accounting Services			9,624.00
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#### Administrative Services

Bill	09/09/2019	Meeting services through August 31, 2019	213.00
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Bill	10/03/2019	Meeting services through September 30, 2019	2,158.40
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Total Administrative Services			2,371.40
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#### Audit Services

Bill	09/12/2019	FYE 06.30.19 Audit - interim billing	6,500.00
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Total Audit Services			6,500.00
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#### Bank Charges

Check	07/15/2019	Service Charge	15.19
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Check	08/15/2019	Service Charge	14.80
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Check	09/16/2019	Service Charge	14.00
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Check	10/15/2019	Service Charge	14.60
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Total Bank Charges			58.59
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Total TIRZ Administration Overhead			18,553.99
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#### Developer Reimbursement

Bill	09/23/2019	Reimbursement to CRV Hardy Yards	413,799.00
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Total Developer Reimbursement			413,799.00
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Total Expense			452,230.24
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<b>Net Loss</b>			<b>-447,024.95</b>
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**HARDY/NEAR NORTHSIDE TIRZ #21**

**Unpaid Bills Detail**

As of November 11, 2019

Type	Date	Num	Memo	Open Balance	Pages
<b>Bentley, Bratcher &amp; Associates, P.C.</b>					
Bill	11/06/2019	13030-001-029	Attendance of September 2019 Board meeting, Post Board meeting procedures, bookkeeping procedures through October 31, 2019, Preparation for November 11, 2019 board meeting	2,063.00	6
Total Bentley, Bratcher & Associates, P.C.				2,063.00	
<b>BRACEWELL LLP</b>					
Bill	10/03/2019	21862275	Meeting services through September 30, 2019	2,158.40	7
Bill	10/03/2019	21862276	General Counsel services through September 30, 2019	873.75	9
Bill	11/05/2019	21866005	General Counsel services through October 31, 2019	400.00	10
Total BRACEWELL LLP				3,432.15	
<b>Equi-Tax Inc.</b>					
Bill	10/01/2019	54504	Monthly Consultant Services fee per Contract	155.70	11
Bill	11/01/2019	54618	Monthly Consultant Services fee per Contract	155.70	12
Total Equi-Tax Inc.				311.40	
<b>TIFWorks, LLC</b>					
Bill	11/06/2019	12	General Consulting Services September through October 2019	10,850.00	13
Total TIFWorks, LLC				10,850.00	
<b>TOTAL</b>				<b>16,656.55</b>	



# BENTLEY, BRATCHER & ASSOCIATES, P.C.

Certified Public Accountants

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Hardy/Near Northside Redevelopment Authority  
515 W. Greens Rd., Suite 710  
Houston, TX 77067

**Invoice Date:** *November 6, 2019*

**Invoice Number:** *13030-001-029*

For professional services rendered through November 6, 2019 in connection with the following:

- ❖ Prepare for September 2019 Board meeting which Including accounting and invoice payments
- ❖ Attend September Board meeting
- ❖ Post Board meeting procedures
- ❖ Sign & Send Disclosure Document Public Funds Account
- ❖ Bookkeeping procedures through October 31, 2019
- ❖ Prepare for November 11, 2019 Board meeting

as well as miscellaneous advice and consultation related thereto

\$ 2,063

***As a reminder, our invoices are due and payable within 30 days from the invoice date, noted above. Interest commences at the rate of 1.5% per month for any portion of a month the invoice is outstanding beyond this time period.***

# BRACEWELL

Hardy/Near Northside Redevelopment Authority  
c/o John R. Madsen  
6750 West Loop South Freeway  
Bellaire, TX 77401-4108

October 03, 2019  
Invoice Number 21862275  
BA: 04674 Clark Stockton Lord

Our Matter #: 0037619.000003 For Services Through September 30, 2019  
Meeting Services

<u>Date</u>	<u>Description</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
09/04/19	Attention to Equi-Tax contract and conference call with Equi-Tax regarding the same; Transmit contract to Equi-Tax; Contact attorney regarding potential renewal of Equi-Tax contract.	Tiffany M. Ehmke	0.75	284.00	213.00
09/06/19	Attention to auditor inquiry regarding Equi-Tax contract and related fees.	Tiffany M. Ehmke	0.10	284.00	28.40
09/17/19	Conference call with administrator regarding upcoming agenda; Draft agenda and transmit to administrator for comment; Contact attorney regarding the same.	Tiffany M. Ehmke	0.75	284.00	213.00
09/18/19	Revise agenda and transmit to board and consultants for review and comment.	Tiffany M. Ehmke	0.25	284.00	71.00
09/19/19	Finalize agenda and prepare for posting.	Tiffany M. Ehmke	0.25	284.00	71.00
09/20/19	Draft meeting minutes for the Authority; Draft meeting minutes for the Zone; Draft Amended Investment Policy; Draft Disclosure statement; Organize and coordinate meeting file for upcoming meeting.	Tiffany M. Ehmke	3.00	284.00	852.00
09/23/19	Travel to and attend meeting;	Tiffany M. Ehmke	2.50	284.00	710.00
<b>Total Fees</b>					<b>\$ 2,158.40</b>

# BRACEWELL

Client: Hardy/Near Northside Redevelopment Authority

October 03, 2019  
Invoice Number: 21862275

## Summary of Fees

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Tiffany M. Ehmke	Paralegal	7.60	284.00	2,158.40
		<u>7.60</u>		<u>\$ 2,158.40</u>
<b>Total Summary of Fees</b>				

**Total Fees, Expenses and Charges**

**\$ 2,158.40**

# BRACEWELL

Hardy/Near Northside Redevelopment Authority  
c/o John R. Madsen, Bookkeeper  
6750 West Loop South Freeway  
Bellaire, TX 77401-4108

October 03, 2019  
Invoice Number 21862276  
BA: 04674 Clark Stockton Lord

Our Matter #: 0037619.000001 For Services Through September 30, 2019  
General Counsel

<u>Date</u>	<u>Description</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
09/06/19	Audit letter preparation	Mary D. Bishop	0.25	599.00	149.75
09/06/19	Review client matters and billing, and prepare audit letter to McCall Gibson	Scott E. Legg	0.50	248.00	124.00
09/23/19	Prepare for and attend Board meeting	Clark Stockton.Lord	1.50	400.00	600.00
<b>Total Fees</b>					<b>\$ 873.75</b>

## Summary of Fees

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Mary D. Bishop	Counsel	0.25	599.00	149.75
Scott E. Legg	Paralegal	0.50	248.00	124.00
Clark Stockton Lord	Partner	1.50	400.00	600.00
<b>Total Summary of Fees</b>		<b>2.25</b>		<b>\$ 873.75</b>

**Total Fees, Expenses and Charges** **\$ 873.75**

# BRACEWELL

Hardy/Near Northside Redevelopment Authority  
c/o John R. Madsen, Bookkeeper  
6750 West Loop South Freeway  
Bellaire, TX 77401-4108

November 05, 2019  
Invoice Number 21866005  
BA: 04674 Clark Stockton Lord

Our Matter #: 0037619.000001 For Services Through October 31, 2019  
General Counsel

<u>Date</u>	<u>Description</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
10/29/19	Review Plan Amendment; telephone conference with R DeLeon; telephone conference with A Icken	Clark Stockton Lord	1.00	400.00	400.00
<b>Total Fees</b>					<b>\$ 400.00</b>

## Summary of Fees

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Clark Stockton Lord	Partner	1.00	400.00	400.00
<b>Total Summary of Fees</b>		<b>1.00</b>		<b>\$ 400.00</b>

**Total Fees, Expenses and Charges** **\$ 400.00**

# Equi-Tax Inc.

# Invoice

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

DATE	INVOICE #
10/1/2019	54504

BILL TO
TIRZ No. 21 - Hardy / Near Northside c/o Ralph DeLeon Tifworks, L.L.C. P.O. Box 10330 Houston TX 77206

DESCRIPTION	AMOUNT
Monthly Consultant Services fee per Contract	155.70
Invoice emailed to: Tracy Salinas at <a href="mailto:tracy@bentleyassoc.com">tracy@bentleyassoc.com</a> Breland Coleman at <a href="mailto:breland@bentleyassoc.com">breland@bentleyassoc.com</a> John Madsen at <a href="mailto:john@bentleyassoc.com">john@bentleyassoc.com</a> cc'ed Ralph DeLeon at <a href="mailto:ralph@tifworks.com">ralph@tifworks.com</a>	

<b>Total</b>	<b>\$155.70</b>
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# Equi-Tax Inc.

# Invoice

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

DATE	INVOICE #
11/1/2019	54618

BILL TO
TIRZ No. 21 - Hardy / Near Northside c/o Ralph DeLeon Tifworks, L.L.C. P.O. Box 10330 Houston TX 77206

DESCRIPTION	AMOUNT
Monthly Consultant Services fee per Contract	155.70
Invoice emailed to: Tracy Salinas at <a href="mailto:tracy@bentleyassoc.com">tracy@bentleyassoc.com</a> Breland Coleman at <a href="mailto:breland@bentleyassoc.com">breland@bentleyassoc.com</a> John Madsen at <a href="mailto:john@bentleyassoc.com">john@bentleyassoc.com</a> cc'ed Ralph DeLeon at <a href="mailto:ralph@tifworks.com">ralph@tifworks.com</a>	

<b>Total</b>	\$155.70
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# INVOICE

Date: 11/6/2019  
Invoice # Number 12

TIFWorks, LLC  
P.O. Box 10330  
Houston, Texas 77206  
(832)-978-5910  
rdeleon1028@sbcglobal.net

To

Ed Reyes  
Chairman of the Board  
Hardy/Near Northside Redevelopment Authority  
Tax Increment Investment Zone Number  
Twenty-One, City of Houston

<i>Salesperson</i>	<i>Job</i>	<i>Payment Terms</i>	
Ralph De Leon	Hardy/Near Northside Redevelopment Authority General Consulting Services	Due Upon Receipt	
<i>Qty</i>	<i>Description</i>	<i>Unit Price</i>	<i>Line Total</i>
Labor (Hours)	Meetings, Travel, Mileage, Electronic Correspondence and Telephone Calls:		
2	Electronic and telephonic correspondence September 21, 2019 thru November 6, 2019, predominately with COH, HCD, Annexation/Project Plan Amendment related activities	\$150.00	\$300.00
1.5	9/15/2019 – Review and edits Pay Application No. 3 Hernandez Tunnel Phase 2 Project, distribution and execution by Director including mileage and travel, distribution of same.	\$150.00	\$225.00
3.5	9/23/2019 – Prepare and attend Board of Directors meeting, including edits to proposed Amended Project Plan and related Community Meeting materials needed for distribution and review, includes mileage and travel.	\$150.00	\$525.00
5	9/28/2019 – Preparation of packets for review and distribution related to Amended Project Plan for meeting with ED Staff and CM Cisneros, includes parking, mileage and travel.	\$150.00	\$750.00
2	10/9/2019 – Review and edits Pay Application No. 4 Hernandez Tunnel Phase 4 Project, distribution and execution by Director, concurrence of procedures regarding release of retainage to contractor, including mileage and travel, distribution of same.	\$150.00	\$300.00
3	11/3/2019 – Generate Harris County TIRZ participation Revenue Projection Schedules and related narrative needed for proposed Amended Project Plan, update draft Amended Plan and distribution of same to COH.	\$150.00	\$450.00
2	11/5/2019 – Review and edits to GLO Certificate of Construction Completion Hernandez Tunnel Phase 2, distribution and execution by Chairman needed for HCD, including mileage and travel.	\$150.00	\$300.00
LS	10/29/2019-11/6/2019 – Preparation of Metes and Bounds Description for proposed Annexed Territory including retrieval of Plat and Parcel Legal Descriptions, and distribution of same to COH ED.	LS	\$8,000.00
<b>Subtotal</b>			\$10,850.00
<b>Total</b>			\$10,850.00

Make all checks payable to TIFWorks, LLC

**Thank you for your business!**

## PROGRESS REPORT

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**Date: October 14, 2019**

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<b>Job No.:</b>	GLO Contract No. 14-236-000-8329 RPS 1068.001.007
<b>Report Period:</b>	May 1, 2019 through September 27, 2019
<b>Reviewed By:</b>	Sylvester Johnson
<b>Project:</b>	GLO City of Houston Hernandez Tunnel

---

### Activities Completed for the Reporting Period

- Completed tunnel and walkway spall and crack repair work, surface finishing and painting.
- Completed asphalt pavement replacement, including striping and pavement markings.
- Completed installation of traffic signs and crash attenuators.
- Completed additional work required by change order for alternative light fixture supports, wall repairs and surface preparation.
- Completed substantial inspection punch list items.
- Completed final inspection 9/27/19.

**APPLICATION AND CERTIFICATE FOR PAYMENT**

**TO OWNER:** Hardy/Near Northside Redevelopment Authority  
 behalf of Reinvestment Zone Number Twenty-

**PROJECT:** GLO City of Houston Hernandez Tunnel  
 Contract No.: 14-236-000-8329

**FROM CONTRACTOR:** NBG Constructors, Inc.  
 9702 Synoff Rd.  
 Houston, TX 77083

**CONTRACT FOR:** Email: Sylvester.Johnson@rpsgroup.com

**APPLICATION #:** 3-FINAL  
**PERIOD TO:** 05/30/19  
**PROJECT NOS:** 1068.001.007

**Distribution to:**

Owner	
Const. Mgr	X
Architect	
Contractor	

**CONTRACT DATE:** 10/9/19  
**APPLICATION DATE:** 10/9/19

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

1. ORIGINAL CONTRACT SUM	\$	636,009.00
2. Net change by Change Orders	\$	3,568.72
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	639,577.72
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)	\$	639,577.72

5. RETAINAGE:

a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	\$	63,957.77
b. 10.0% of Stored Material (Column F on Continuation Sheet)	\$	
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)	\$	63,957.77

6. TOTAL EARNED LESS RETAINAGE	\$	575,619.95
(Line 4 less Line 5 Total)	\$	575,619.95

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)	\$	404,370.99
8. CURRENT PAYMENT DUE	\$	171,248.96

9. BALANCE TO FINISH, INCLUDING RETAINAGE

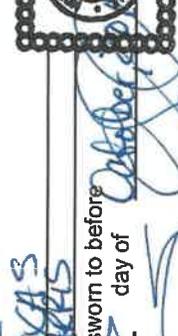
(Line 3 less Line 6)	\$	63,957.77
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CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$264.50	
Total approved this Month	\$3,304.22	
<b>TOTALS</b>	<b>\$3,568.72</b>	
NET CHANGES by Change Order		\$3,568.72

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

CONTRACTOR: NBG Constructors, Inc.

By:  Date: 10/9/19

State of: TEXAS  
 County of: HARRIS  
 Subscribed and sworn to before me this 9 day of October 2019  
 Notary Public:   
 My Commission expires: July 20, 2023



**CERTIFICATE FOR PAYMENT**

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect/Engineer certifies to the Owner that to the best of the Architect's/Engineer'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 \$ 171,248.96

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

ARCHITECT/ENGINEER

By:  Date: 10/14/19

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 of Contractor under this Contract.

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

PROJECT:  
GLO City of Houston Hernandez Tunnel  
Contract No.: 14-238-000-8329

APPLICATION NUMBER: 3-FINAL  
PERIOD TO: 30-May-19  
ARCHITECT'S PROJECT NO: 1066.001.007

A Item No.	B Description of Work	Unit	Plan Qty	Unit Price	C Scheduled Value	D		E		F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)	H Balance To Finish (G - G)	I Retainage		
						Previous Qty	Previous Billing \$ (D + E)	Current Qty	Current Billing \$						
1.	Mobilization	LS	1,000	\$ 61,000.00	\$ 61,000.00	1,000	\$ 61,000.00		\$ -		1,000	\$ 61,000.00	100.00%	\$ -	\$ 6,100.00
2.	SWPPP for Tunnel and South Ramp Rehab	LS	1,000	\$ 5,000.00	\$ 5,000.00	1,000	\$ 5,000.00		\$ -		1,000	\$ 5,000.00	100.00%	\$ -	\$ 500.00
3.	Traffic Control and Regulation	LS	1,000	\$ 20,000.00	\$ 20,000.00	1,000	\$ 20,000.00		\$ -		1,000	\$ 20,000.00	100.00%	\$ -	\$ 2,000.00
4.	Project Sign	EA	1,000	\$ 1,000.00	\$ 1,000.00	1,000	\$ 1,000.00		\$ -		1,000	\$ 1,000.00	100.00%	\$ -	\$ 100.00
5.	Remove and Refurbish existing traffic signs on tunnel entrances (clearance signs, flood gauge signs, tunnel name signs)	EA	4,000	\$ 50.00	\$ 200.00	4,000	\$ 200.00		\$ -		4,000	\$ 200.00	100.00%	\$ -	\$ 20.00
6.	Install traffic signs on tunnel entrances (clearance signs, flood gauge signs, tunnel name signs)	EA	10,000	\$ 100.00	\$ 1,000.00	3,000	\$ 300.00	7,000	\$ 700.00		10,000	\$ 1,000.00	100.00%	\$ -	\$ 100.00
7.	Thermoplastic Pavement Marking (4" Wide) White-Solid - Tunnel and South Ramp	LF	1020,000	\$ 0.75	\$ 765.00		\$ -	1020,000	\$ 765.00		1,020,000	\$ 765.00	100.00%	\$ -	\$ 76.50
8.	Thermoplastic Pavement Marking (4" Wide) Yellow-Solid - Tunnel and South Ramp	LF	1446,000	\$ 0.75	\$ 1,084.50		\$ -	1446,000	\$ 1,084.50		1,446,000	\$ 1,084.50	100.00%	\$ -	\$ 108.45
9.	Thermoplastic Pavement Marking (24" Wide) White-Solid - Tunnel and South Ramp	LF	180,000	\$ 5.50	\$ 990.00		\$ -	180,000	\$ 990.00		180,000	\$ 990.00	100.00%	\$ -	\$ 99.00
10.	Thermoplastic Pavement Marking (24" Wide) Yellow - Solid - Tunnel and South Ramp	LF	222,000	\$ 5.50	\$ 1,221.00		\$ -	222,000	\$ 1,221.00		222,000	\$ 1,221.00	100.00%	\$ -	\$ 122.10
11.	Raised Pav Marker T/I with Two Face Reflective (W/Y) pedestrian rail on south and walkway on west side	EA	343,000	\$ 4.00	\$ 1,372.00		\$ -	343,000	\$ 1,372.00		343,000	\$ 1,372.00	100.00%	\$ -	\$ 137.20
12.	1.5-inch asphalt replacement including stripping of existing asphalt	SY	1845,000	\$ 30.00	\$ 55,350.00	126,750	\$ 3,802.50	1718,250	\$ 51,547.50		1,845,000	\$ 55,350.00	100.00%	\$ -	\$ 5,535.00
13.	Remove existing concrete rail and install Type PR 1 pedestrian rail on south and walkway on west side	LF	125,000	\$ 200.00	\$ 25,000.00	125,000	\$ 25,000.00		\$ -		125,000	\$ 25,000.00	100.00%	\$ -	\$ 2,500.00
14.	Finish concrete surface of tunnel walls	SF	30550,000	\$ 0.45	\$ 13,747.50	15000,000	\$ 6,750.00	15550,000	\$ 6,997.50		30,550,000	\$ 13,747.50	100.00%	\$ -	\$ 1,374.75
15.	Remove and repair deaminated/spalled concrete	SF	1650,000	\$ 95.00	\$ 156,750.00	1650,000	\$ 156,750.00		\$ -		1,650,000	\$ 156,750.00	100.00%	\$ -	\$ 15,675.00
16.	Remove median crash cushion attenuator at south tunnel entrance	EA	1,000	\$ 4,000.00	\$ 4,000.00	1,000	\$ 4,000.00		\$ -		1,000	\$ 4,000.00	100.00%	\$ -	\$ 400.00
17.	Install median crash cushion attenuator at south tunnel entrance	EA	1,000	\$ 23,000.00	\$ 23,000.00		\$ -	1,000	\$ 23,000.00		1,000	\$ 23,000.00	100.00%	\$ -	\$ 2,300.00
18.	Anti-Graffiti Coating (Permanent-Type III) for all surfaces within the tunnel and east and west retaining walls	SF	27716,500	\$ 0.90	\$ 24,944.85		\$ -	27716,500	\$ 24,944.85		27,716,500	\$ 24,944.85	100.00%	\$ -	\$ 2,494.49
19.	Repair cracks in concrete within the tunnel and along west side retaining walls for south entrance by epoxy injection, gravity filling, routing and sealing, or surface sealing	LF	800,000	\$ 56.00	\$ 44,800.00	800,000	\$ 44,800.00		\$ -		800,000	\$ 44,800.00	100.00%	\$ -	\$ 4,480.00
20.	Remove and Salvage existing traffic signal equipment at the north and south tunnel entrance	EA	2,000	\$ 2,000.00	\$ 4,000.00	2,000	\$ 4,000.00		\$ -		2,000	\$ 4,000.00	100.00%	\$ -	\$ 400.00
21.	Provide and install all work shown on plans and described in specifications including as follows: Provide and install tunnel lighting, pedestrian walkway lighting, traffic signal lights, lighting controller and all required appurtenances as shown on plans and as described in specifications for a complete operating system	LS	1,000	\$ 84,000.00	\$ 84,000.00	0.750	\$ 63,000.00	0.25	\$ 21,000.00		1,000	\$ 84,000.00	100.00%	\$ -	\$ 8,400.00
22.	Remove and Repair delaminated/spalled concrete	SF	472,810	\$ 170.00	\$ 80,377.70	280,440	\$ 47,674.80	192,370	\$ 32,702.90		472,810	\$ 80,377.70	100.00%	\$ -	\$ 8,037.77
23.	Repair Cracks along all surfaces within project limits	LF	307,810	\$ 45.00	\$ 13,851.45	111,640	\$ 5,023.80	196,170	\$ 8,827.65		307,810	\$ 13,851.45	100.00%	\$ -	\$ 1,385.15
24.	Street Cut Permit	LS	1,000	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -			\$ -	\$ -	\$ -	\$ -
25.	Mobility Permit	LS	1,000	\$ 1,000.00	\$ 1,000.00	1,000	\$ 1,000.00		\$ -		1,000	\$ 1,000.00	100.00%	\$ -	\$ 100.00
CO1	Additional work required to repair walls & alternative supports for light fixtures	LS	1,000	\$ 4,782.98	\$ 4,782.98		\$ -	1,000	\$ 4,782.98		1,000	\$ 4,782.98	100.00%	\$ -	\$ 478.30
CO2	Additional work to prepare retaining walls for the proposed tunnel	LS	1,000	\$ 7,036.52	\$ 7,036.52		\$ -	1,000	\$ 7,036.52		1,000	\$ 7,036.52	100.00%	\$ -	\$ 703.65
CO4	Additional work to change the 8" diameter signal lights into 12" diameter signal lights	LS	1,000	\$ 3,304.22	\$ 3,304.22		\$ -	1,000	\$ 3,304.22		1,000	\$ 3,304.22	100.00%	\$ -	\$ 330.42
TOTALS PAGE 2											\$ 639,577.72	\$ 639,577.72	100.00%	\$ -	\$ 63,957.77

Document 00642

**MONTHLY SUBCONTRACTOR PAYMENT REPORTING FORM**

Legal Project Name: GLO City of Houston Hernandez Tunnel

Outline Agreement No.: N/A WBS No.: Contract No. 14-236-000-8329

Contractor's Company Name: NBG Constructors, Inc.

Address: 9702 Synott Rd., Houston, TX 77083

**CERTIFICATION**

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

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

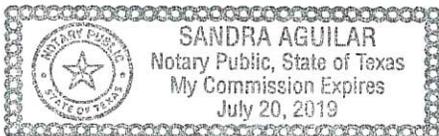
Subcontractor Name: <u>N/A</u>	Subcontractor Name: _____
Street Address: _____	Street Address: _____
City, State, and Zip Code: _____	City, State, and Zip Code: _____
Amount of Payment Withheld: _____	Amount of Payment Withheld: _____
Date Payment First Withheld: _____	Date Payment First Withheld: _____
Description of Good Faith Reason: _____	Description of Good Faith Reason: _____

[Signature]  
(Signature of Contractor's Representative)

David Boehm  
(Print or Type Name of Contractor's Representative)

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

June 4, 2019  
Date



[Signature]  
Notary Public in and for the State of Texas

My Commission Expires: July 20, 2019  
Expiration Date

Bandra Aguilar  
Print or Type Name of Notary Public

Document 00646

**PAYMENT NOTIFICATION – EXPLANATION OF WITHHOLDING**

Legal Project Name: GLO City of Houston Hernandez Tunnel Contract No.: 14-236-000-8329

Outline Agreement No.: \_\_\_\_\_ WBS No.: Contract No.: 14-236-000-8329

Contractor's Company Name: NBG Constructors, Inc.

Address: 9702 Synott Rd., Houston, TX 77083

Date: 5/30/19

**SUBCONTRACTOR PAYMENT INFORMATION:**

Subcontractor Name: N/A

Street Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_

Amount of Subcontractor Invoice: \_\_\_\_\_

Amount of Payment Made: \_\_\_\_\_

Amount of Payment Withheld: \_\_\_\_\_

Date Payment First Withheld: \_\_\_\_\_

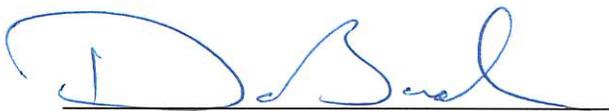
**DETAILED EXPLANATION OF WITHHOLDING:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



(Signature of Contractor's Representative)

David Boehm

(Print or Type Name of Contractor's Representative)

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

**NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.**

**Identifying Information**

Name of Claimant                    SCOTT DERR PAINTING  
Name of Customer                 NBG Constructors, Inc.  
Job Location  
Owner                                 TIRZ 21  
Through Date                        05/25/19  
Customer's Job #                  18-30  
Trade / Service:

**Conditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and services provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check                    NBG Constructors, Inc.  
Amount of Check                  33,225.85  
Check Payable to                 SCOTT DERR PAINTING  
Check Number                      33196

**Exceptions**

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

    Date(s) of waiver and release: \_\_\_\_\_

    Amount(s) of unpaid progress payment(s): \_\_\_\_\_

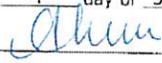
- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

**Signature**

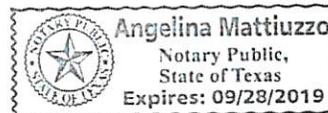
Company Name                    SCOTT DERR PAINTING  
Claimant's Signature               
Claimant's Representative Name    Scott Derr  
Claimant's Representative Title    President  
Date of Signature                 06/04/2019

State of Texas County of Galveston

Subscribed and sworn to before me this 4 day of June, 2019

\_\_\_\_\_(year). Notary public 

My commission expires 09/28/2019



Inv # 190509, 190535



# SDP

SCOTT DERR PAINTING COMPANY LLC

Scott Derr Painting Company, LLC  
PO Box 1848 Friendswood TX 77549  
Ph 281 480 0158 | Fax 281 480 0157

## INVOICE

Bill To
NBG Constructors, Inc. 9702 Synott Road Houston TX 77083

Date	Invoice #
5/21/2019	190509

*Items 14 + 18*

Project	County	Job #	Control #	Terms
Hernandez Tunnel Repairs (Complete)	Harris	18-30	14-236-000-8329	Net 30

Item	Description	Quantity	Unit	Rate	Amount
427	Concrete Painting	10,675	sqft	0.47	5,017.25
740	Anti-Graffiti Coating (Permanent)	26,750	sqft	0.97	25,947.50

<b>Total</b>	\$30,964.75
--------------	-------------

<b>Payment / Credit</b>	\$0.00
-------------------------	--------

<b>Balance Due</b>	\$30,964.75
--------------------	-------------



# SDP

SCOTT DERR PAINTING COMPANY LLC

Scott Derr Painting Company, LLC  
PO Box 1848 Friendswood TX 77549  
Ph 281 480 0158 | Fax 281 480 0157

## INVOICE

Bill To
NBG Constructors, Inc. 9702 Synott Road Houston TX 77083

Date	Invoice #
5/30/2019	190535

*CO #2 - nbg paid but has not requested payment yet*

Project	County	Job #	Control #	Terms
Hernandez Tunnel Repairs	Harris	18-30	14-236-000-8329	Net 30

Item	Description	Quantity	Unit	Rate	Amount
Misc	Supply of Material (Gray 10 gallons \$242.50 / Blue 5 gallons \$121.25 / Graffiti Coat 15 gallons \$1,897.35) (Change Order 1) (Requested by Mark Hannah)	1	ea	2261.10	2,261.10

<b>Total</b>	\$2,261.10
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<b>Payment / Credit</b>	\$0.00
-------------------------	--------

<b>Balance Due</b>	\$2,261.10
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## CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

**NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.**

### Identifying Information

Name of Claimant GMJ PAVING COMPANY  
Name of Customer NBG Constructors, Inc.  
Job Location  
Owner TIRZ 21  
Through Date 05/25/19  
Customer's Job # 18-30  
Trade / Service:

### Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and services provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check NBG Constructors, Inc.  
Amount of Check 15,029.28  
Check Payable to GMJ PAVING COMPANY  
Check Number 33195

### Exceptions

This document does not affect any of the following:

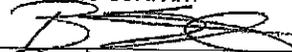
- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: \_\_\_\_\_

Amount(s) of unpaid progress payment(s): \_\_\_\_\_

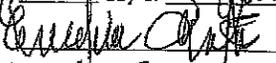
- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

### Signature

Company Name GMJ PAVING COMPANY  
Claimant's Signature   
Claimant's Representative Name Bernardo Santamaría  
Claimant's Representative Title Manager  
Date of Signature 6/3/2019

State of Illinois County of Clark

Subscribed and sworn to before me this 3rd day of June

2019 (year). Notary public 

My commission expires Feb 06, 2023

## CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

**NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.**

### Identifying Information

Name of Claimant SOUTHERN CRUSHED & GMJ PAVING  
Name of Customer NBG Constructors, Inc.  
Job Location  
Owner TIRZ 21  
Through Date 05/25/19  
Customer's Job # 18-30  
Trade / Service:

### Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and services provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check NBG Constructors, Inc.  
Amount of Check 11,554.01  
Check Payable to SOUTHERN CRUSHED & GMJ PAVING  
Check Number 33197

### Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: \_\_\_\_\_

Amount(s) of unpaid progress payment(s): \_\_\_\_\_

- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

### Signature

Company Name SOUTHERN CRUSHED & GMJ PAVING  
Claimant's Signature   
Claimant's Representative Name Bernardo Santamaria  
Claimant's Representative Title Manager  
Date of Signature 6/3/2019

State of TX County of Tarrant

Subscribed and sworn to before me this 3rd day of June  
2019 (year), Notary public Gonzalo Medina

My commission expires Feb. 06, 2023



NBG Constructors, Inc.  
 9700 Sprout Rd.  
 Houston, TX 77083

Project Name: Hernandez Tunnel Repairs

Invoice #: 19-003-02  
 Period: 04/26/19 - 05/25/19

*[Handwritten Signature]*

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID AMOUNT	QUANTITY PREV Y.T.D.	QUANTITY THIS MONTH	AMOUNT DUE	QUANTITY Y.T.D.	AMOUNT Y.T.D.
12	1.5" ASPHALT REPLC. INCL. STRIPPING (MILLING)	SY	1845.00	\$ 5.00	\$ 9,225.00	1689.78		\$ -	1689.78	\$ 8,448.90
12	1.5" ASPHALT REPLC. INCL. STRIPPING (OVERLAY)	SY	1845.00	\$ 14.50	\$ 26,752.50		1833.33	\$ 26,583.29	1833.33	\$ 26,583.29
N/A	ADDITIONAL MOVE-INS	LS	1.00	\$ 2,500.00	\$ 2,500.00		0.00	\$ -	0.00	\$ -
<b>TOTAL</b>								\$ 26,583.29		\$ 35,032.19

NOTES:

CHECK BREAKDOWN	
TOTAL	\$ 26,583.29
SCC (INV-449402)	\$ 11,554.01
GMI PAVING CHECK	\$ 15,029.28



Remit Payments To:  
 Southern Crushed Concrete, LLC  
 Attn: Accounts Receivable  
 PO Box 842710  
 Dallas, TX 75284-2710

*June 10*

# Invoice 443402

*A 2% discount will be granted for cash, check, ACH and wire payments if remitted within 10 days of invoice date.*

Bill To: GMJ Paving Co LLC 12603 Southwest Frwy, #280 Stafford, TX 77477	Ship To: N Main & Burnett St, Houston Tx 77026
---	---

Invoice #: 443402      Invoice date: 05/02/19 Payment terms: Net 30 Customer code: KB9S	Order #: 200785 Purchase Order:
---	------------------------------------

Remarks:

Date	Ticket	Plant	Description	Quantity	UM	Rate	Amount
5/2/19	250048219	9425	340 Type D Fine Surf 64-22	18.00	TN	57.77	1,039.86
5/2/19	250048224	9425	340 Type D Fine Surf 64-22	21.02	TN	57.77	1,214.33
5/2/19	250048226	9425	340 Type D Fine Surf 64-22	22.01	TN	57.77	1,271.52
5/2/19	250048229	9425	340 Type D Fine Surf 64-22	21.01	TN	57.77	1,213.75
5/2/19	250048234	9425	340 Type D Fine Surf 64-22	18.74	TN	57.77	1,082.61
5/2/19	250048275	9425	340 Type D Fine Surf 64-22	16.09	TN	57.77	929.52
5/2/19	250048283	9425	340 Type D Fine Surf 64-22	24.45	TN	57.77	1,412.48
5/2/19	250048286	9425	340 Type D Fine Surf 64-22	17.91	TN	57.77	1,034.66
5/2/19	250048289	9425	340 Type D Fine Surf 64-22	17.03	TN	57.77	983.82
5/2/19	250048297	9425	340 Type D Fine Surf 64-22	23.74	TN	57.77	1,371.46
<b>Total For Product: 340 Type D Fine Surf 64-22</b>				<b>200.00</b>			<b>11,554.01</b>
<b>Total For Day: 5/2/19</b>				<b>200.00</b>			<b>11,554.01</b>
<b>Subtotal:</b>				<b>200.00</b>			<b>11,554.01</b>
<b>Invoice Total:</b>							<b>11,554.01</b>

**\*\*We accept American Express, MasterCard, Visa and Discover\*\***

*Delivered prices are subject to freight increases dependent on fuel costs increase. Any increase in freight costs will be passed on to the purchaser.*

SOUTHERN CRUSHED CONCRETE, LLC - 1725 Hughes Landing Blvd., Suite 1200, The Woodlands, TX 77380  
 Phone (281) 907-8600 - Fax (281) 449-7199 - www.sccctx.com

(Line item 17)



**GSI Highway Products**

720 W Wintergreen Road  
Hutchins, TX 75141 USA  
Phone: (972) 225-1660  
Fax: (972) 225-6662

Invoice No. 24742

(18-30)

Page 1 of 1

*Shipping address:* NBG Constructors, Inc.  
9702 Synott Rd  
Houston, TX 77083

*Ship Via:* Best Way  
*Fob desc:* GSI YARD

*Account address:* **NBG Constructors, Inc.**  
9702 Synott Rd  
Houston, TX 77083

Invoice Date	Due Date	Terms	Salesperson
1/31/2019	2/28/2019	Net 30	Williams, Dave

City of Houston Hernandez Houston

Contract # 12-403-027

Order Qty	Ship Qty	Part ID/Description	Rev	UM	Unit Price	Extended Price
1.00	1.00	1TAUII-30PBC-EA TAU-II (N) 30" W-4 Bay, 45mph, PCB Bkstp./Conc.	45MPH	EA	11,341.00000	\$11,341.00

Shipment 20281      Our Order 7874      Your Order 18-30-02

**BOL# 39300-7874-01-01**

Please reference the GSI invoice number when remitting payment to ensure the proper application of payment to your account.

Customer payment terms are noted on each invoice and apply to all shipments including MOH. GSI reserves the right to charge 1-1/2% per month for late charges on all past due invoices, as well as initiate all lien and/or bond claim processes in accordance with the McGregor Act and Miller Act. Customers with past due balances will be put on "credit hold" and further materials may be held until a resolution is reached between the Customer and GSI's Accounting Department. Customers with established credit terms with GSI may opt to pay with a credit card, however, 1-1/2% interest will be calculated from the date of invoice.

We appreciate your business.

Invoice Sub-total	\$11,341.00
Freight	\$0.00
Tax	\$0.00
<b>Invoice Total</b>	<b>\$11,341.00</b>
<b>Invoice Balance</b>	<b>\$11,341.00</b>

B.O.L Number: 39300-7874-01-01

# Bill of Lading Freight Class 50

Date: 01/30/2019

Ship Via: SMT Quote# 7363996

Ship To: B.O.L Number: 39300-7874-01-01

**NBG Constructors, Inc.**

9702 Synott Rd  
Houston, TX 77083

David Taylor

281-495-0842

GSJ PO# = 39383

From:

**GSI HIGHWAY PRODUCTS**

2861 S. Beltline  
Dallas, TX 75253 USA  
Phone: 972 225-1660

Ship Date	Project	Contract #	City	Contractor	Item	Length Each	U/M	Total Lf	Wgt Ea	Total Wt
01/30/2019	Houston	12-403-027	Houston	Hernandez	TAU-II-30PBC-EA	0.0000	EA	0.00	37.0000	37.0
					TAU-II (N) 30'	0.0000	EA	0.00	25.0000	25.0
					3' 1-1/2" Thrie Beam (3' 1 1/2") 10GA	0.0000	EA	0.00	47.0000	47.0
					5/8" x 2" G.R. Post Bolt A307 HDG	0.0000	EA	0.00	0.3000	4.2
					3" x 1-3/4" x 3/16" AASHTO Washer HDG	0.0000	EA	0.00	0.3000	4.8
					7/8" x 10 3/4" Threaded Rod A193 B7 HDG	0.0000	EA	0.00	1.6000	8.0
					7/8" Heavy Hex Nut A563 HDG	0.0000	EA	0.00	0.3000	1.5
					7/8" Hard Washer F436 HDG	0.0000	EA	0.00	0.1000	0.6
					5/8" Double-Recessed Guardrail Nut HDG	0.0000	EA	0.00	0.2000	2.8
					18" x 18" Reflector For SKT	0.0000	EA	0.00	0.1000	0.2

pick # 6247456

**SOUTHWESTERN MOTOR TRANSPORT (SMTL)**

00256856490



Total Pcs: 64.00

Totals: 0.00

131.0

Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: "The agreed or declared value of the property is specifically stated by the shipper to be not exceeding \_\_\_\_\_ per \_\_\_\_\_"

Terms:

**FOB Dest PP**

Note: Liability limitation for loss or damage in this shipment may be applicable. See 49 USC § 14706(c)(1)(A) and (B).

The carrier shall not make delivery of this shipment without payment of charges and all other lawful fees.

Received, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications, and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations.

Consignee Print \_\_\_\_\_

Consignee Signature/Date \_\_\_\_\_

Trailer Loaded:

By shipper

By driver

Freight Counted:

By shipper

By driver/pallets said to contain

By driver/pieces

Carrier Signature/Pickup Date \_\_\_\_\_

This is to certify that the above named materials are properly classified, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the DOT.

Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the DOT emergency response guidebook or equivalent documentation in the vehicle. Property described above is received in good order, except as noted.

**Freight Class 50**

*my name DSKid SWPT*  
1/30/19

Printed: 12:04:22PM 1/30/2019 by: HARKLESS

*400 73226 12/15*

# CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

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## Identifying Information

Name of Claimant STRIPES AND STOPS  
Name of Customer NBG Constructors, Inc.  
Job Location  
Owner TIRZ 21  
Through Date 05/22/19  
Customer's Job # 18-30  
Trade / Service:

## Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and services provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check NBG Constructors, Inc.  
Amount of Check 5,339.60  
Check Payable to STRIPES AND STOPS  
Check Number 33198

## Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: \_\_\_\_\_

Amount(s) of unpaid progress payment(s): \_\_\_\_\_

- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

## Signature

Company Name STRIPES AND STOPS  
Claimant's Signature *Steven P. McKinley*  
Claimant's Representative Name Steven P. McKinley  
Claimant's Representative Title President  
Date of Signature 06/04/19

State of Texas County of Harris  
Subscribed and sworn to before me this 4<sup>th</sup> day of June,  
2019 (year). Notary public Macie Jasek  
My commission expires 05/04/2021





2323 Greens Road  
 Houston, TX 77032  
 Phone: (281) 821-3307  
 Fax: (281) 821-5680

# Invoice

Date: 5/22/2019  
 Invoice No.: 35897

www.stripesandstops.com

**Bill To:**

NBG Constructors  
 9702 Synott Road  
 Houston, TX 77083

**Job Information:**

Marc Hanna 832-215-9706  
 SR#40268  
 EST#14266  
 Hernandez Tunnel

(403)

P.O./Job NO.	Terms	Due Date
17-15 Hernandez T...	Net 30	6/21/2019

Item	Description	Unit	Qty	Rate	Amount
000	7. REFL PAV MRK TYPE I (W) 4" (SLD) THERMOPLASTIC	LF	1,020	0.70	714.00
000	8. REFL PAV MRK TYPE I (Y) 4" (SLD) THERMOPLASTIC	LF	1,446	0.70	1,012.20
000	9. REFL PAV MRK TYPE I (W) 24" (SLD) THERMOPLASTIC	LF	180	5.30	954.00
000	10. REFL PAV MRK TYPE I (Y) 24" (SLD) THERMOPLASTIC	LF	222	5.30	1,176.60
000	11. RAISED PAV MRKR TYPE II-CR	EA	150	4.00	600.00
000	ADTL II-AA Marker	EA	168	4.00	672.00
000	ADTL Remove 4" Markers	EA	22	0.50	11.00
000	ADTL Remove 4" Solid Thermo	LF	444	0.45	199.80

Thank you for your business.	<b>Subtotal</b>	\$5,339.60
	<b>Sales Tax (8.25%)</b>	\$0.00
	<b>Total</b>	\$5,339.60
	<b>Balance Due</b>	\$5,339.60

CLERK

2323 Greens Road  
Houston, TX 77032



(281) 821-3307 Office  
(281) 821-5680 Fax

www.stripesandstops.com

SR # 40421

**SALES & RENTAL ORDER**

Est: 14266

CUSTOMER NAME: <b>NBG</b>	ORDERED BY: <b>Marc Hanna</b>	TELEPHONE <b>832-215-9706</b>	P.O. / JOB #
ORDER DATE: <b>5-14-19</b> <b>13</b>	<b>SALE/RENTAL</b>	<b>ACCOUNT</b>	C.O.D.

DELIVERY INSTRUCTIONS: **Hernandez Tunnel**

QTY	DESCRIPTION	UNIT PRICE	TOTAL
<del>980'</del>	(W) 4" (sld) Thermo <b>1020' LF</b>		X
<del>1724'</del>	(V) 4" (sld) " <b>1446' LF</b>		X
<del>322'</del>	(W) 24" (sld) " <b>178' LF</b>	<b>180'</b>	X
<del>266'</del>	(V) 24" (sld) " <b>222' LF</b>		
<b>5</b> ea	<b>TY II-CR markers</b>	<b>175</b>	<b>150</b>
<b>180 ea</b>	<b>4" markers 2-A</b>	<b>168 OK</b>	<b>168 OK</b>
<b>2 ea</b>	<b>4" Removd markers .150</b>	<b>11.00</b>	<del>2</del>
<b>444' ea</b>	<b>4" Removd Thermo Solid .45</b>	<b>199.80</b>	<del>2</del>

\_\_\_\_ (ints) I have read and accept the Terms & Conditions on the reverse side of this Sales & Rental Order form.

ORDER RECEIVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

# Payroll Summary by Job & Date by

Print Date  
5/31/2019

Hernandez Repair

Line Item	Job Number	Phasecode	Employee Name	05-01-19	05-02-19	05-03-19	05-04-19	05-06-19	05-07-19	05-08-19	05-09-19	05-10-19	05-13-19	05-14-19	05-15-19	05-16-19	05-17-19	05-22-19	05-23-19	05-24-19	Total
1	18-30	0100000	Serafin Mendoza				10.00														10.00
1	18-30	0100000	Charlie Burch	8.00	8.00	8.00		8.00	8.00			8.00	8.00	8.00	8.00						88.00
1	18-30	0400000	Juan R Leal					10.00				10.00									30.00
1	18-30	0400000	Hector Leal					10.00				10.00									70.00
1	18-30	0400000	Abel Hernandez									10.00									50.00
1	18-30	0400000	Charlie Burch								8.00										8.00
1	18-30	0400000	Eulogio Mairoquin								10.00	10.00									60.00
1	18-30	0400000	Joel Zermeno								10.00	10.00									40.00
1	18-30	0400000	Justin Burch								10.00	10.00									60.00
1	18-30	0400000	Ricky Rendon								10.00										38.00
1	18-30	0420000	Ricky Rendon														10.00				10.00
1	18-30	0420000	Eulogio Mairoquin														10.00				10.00
1	18-30	0420000	Candelario Barrera								5.00						5.00				10.00
15 & 22	18-30	4296002	Joel Zermeno	10.00	10.00	10.00	10.00	10.00					10.00	10.00							80.00
15 & 22	18-30	4296002	Ricky Rendon	10.00	10.00	10.00	10.00							10.00							50.00
15 & 22	18-30	4296002	Jose B Hernandez								10.00										10.00
15 & 22	18-30	4296002	Hector Leal	10.00	10.00	10.00	10.00	10.00													50.00
15 & 22	18-30	4296002	Jose E Rivera				10.00														10.00
15 & 22	18-30	4296002	Jose Santos				10.00														10.00
15 & 22	18-30	4296002	Jose Varela				10.00														10.00
15 & 22	18-30	4296002	Jose Romero				10.00														10.00
15 & 22	18-30	4296002	Roque G Mirales				10.00														10.00
15 & 22	18-30	4296002	Eulogio Mairoquin	10.00	10.00	10.00	10.00	10.00													50.00
15 & 22	18-30	4296002	Erick J Robledo								10.00										10.00
15 & 22	18-30	4296002	Justin Burch	10.00	10.00	10.00	10.00														50.00
15 & 22	18-30	4296002	Abel Hernandez	10.00	10.00	10.00	10.00	10.00													80.00
15 & 22	18-30	4296002	Juan R Leal	10.00	10.00	10.00	10.00	10.00													100.00
19 & 23	18-30	4296101	Eulogio Mairoquin										10.00								10.00
CO1	18-30	5007001	Abel Hernandez															9.00	10.00		19.00
CO1	18-30	5007001	Juan R Leal															9.00	10.00	9.00	28.00
CO1	18-30	5007001	Hector Leal															9.00	10.00	9.00	28.00
17	18-30	5456001	Joel Zermeno																		10.00
17	18-30	5456001	Ricky Rendon					10.00													20.00
17	18-30	5456001	Justin Burch					10.00													20.00
17	18-30	5456001	Hector Leal																		10.00
17	18-30	5456001	Eulogio Mairoquin																		10.00
	Employee Count -19		Total Hours	78.00	78.00	78.00	130.00	86.00	78.00	98.00	73.00	78.50	78.00	81.00	84.00	78.00	25.00	27.00	30.00	18.00	1,198.50

HERNANDEZ TUNNEL - MAY		Classic Schedule Layout																						
Activity ID	Activity Name	Original Duration	BL Project Start	Start	BL Project Finish	Finish	Total Float	February 2019	March 2019	April 2019	May 2019	June 2019	29-May-19 08:48											
18-30.3-1 HERNANDEZ TUNNEL - MAY		120	29-Jan-19	29-Jan-19A	30-May-19	15-May-19A		03	10	17	24	31	07	14	21	28	05	12	19	26	02	09	16	23
18-30.3-1.1	PRELIMINARIES	71	29-Jan-19	29-Jan-19A	10-Apr-19	15-May-19A																		
010	SUBMITTALS APPROVED																							
015	LIGHTS FABRICATED	4	29-Jan-19	29-Jan-19A	01-Feb-19	01-Feb-19A																		
020	START MILESTONE	42	02-Feb-19	02-Feb-19A	15-Mar-19	04-Apr-19A																		
025	CONTRACT DAYS - (60 CALENDAR DAYS)	0	16-Mar-19	16-Mar-19A																				
030	MOBILIZE	60	16-Mar-19	16-Mar-19A	10-Apr-19	15-May-19A																		
040	TRAFFIC CONTROL - CLOSE RD	1	16-Mar-19	16-Mar-19A	16-Mar-19	16-Mar-19A																		
050	CLEAN TUNNEL & SWPPP	1	17-Mar-19	16-Mar-19A	17-Mar-19	16-Mar-19A																		
		4	18-Mar-19	18-Mar-19A	21-Mar-19	21-Mar-19A																		
18-30.3-1.4	TUNNEL - NORTHBOUND LANES	52	22-Mar-19	19-Mar-19A	13-May-19	13-May-19A																		
200	NORTHBOUND LANES - CRACK INJECTION & PATCHING SPALLED CONCRETE	17	22-Mar-19	19-Mar-19A	07-Apr-19	01-May-19A																		
210	NORTHBOUND LANES - SURFACE FINISH	10	08-Apr-19	08-Apr-19A	17-Apr-19	08-May-19A																		
220	NORTHBOUND LANES - ANTIGRAFFITI	5	09-May-19	09-May-19	13-May-19	13-May-19A																		
18-30.3-1.3	TUNNEL - SOUTHBOUND LANES	46	13-Apr-19	19-Mar-19A	30-May-19	13-May-19A																		
100	SOUTHBOUND LANES - CRACK INJECTION & PATCHING SPALLED CONCRETE	17	13-Apr-19	19-Mar-19A	30-Apr-19	03-May-19A																		
120	SOUTHBOUND LANES - SURFACE FINISH	10	20-May-19	08-Apr-19A	30-May-19	08-May-19A																		
140	SOUTHBOUND LANES - ANTIGRAFFITI	5	09-May-19	09-May-19	13-May-19	13-May-19A																		
18-30.3-1.2	ROADWAY	106	29-Jan-19	19-Mar-19A	15-May-19	15-May-19A																		
300	OVERLAY	3	03-May-19	02-May-19	05-May-19	02-May-19A																		
305	MILLING	4	29-Jan-19	19-Mar-19A	01-Feb-19	20-Mar-19A																		
310	ELECTRICAL & SIGNALS	5	05-May-19	21-Mar-19A	09-May-19	09-May-19A																		
320	CRASH CUSHION	1	10-May-19	10-May-19	10-May-19	10-May-19A																		
330	REMOVE & REPLACE PR1 RAIL	3	11-May-19	19-Mar-19A	13-May-19	13-May-19A																		
340	PERMANENT PAVEMENT MARKS	1	14-May-19	14-May-19	14-May-19	14-May-19A																		
350	REMOVE TRAFFIC CONTROL / DEMOBILIZE	1	15-May-19	15-May-19	15-May-19	15-May-19A																		
360	FINISH MILESTONE	0			15-May-19	15-May-19A																		



**HERNANDEZ TUNNEL - MAY**

Activity Name

Original Duration

BL Project Start

Start

BL Project Finish

Finish

Total Float

February 2019

March 2019

April 2019

May 2019

June 2019

29-May-19 08:48

18-30.3-1 HERNANDEZ TUNNEL - MAY

18-30.3-1.1 PRELIMINARIES

SUBMITTALS APPROVED

LIGHTS FABRICATED

START MILESTONE, 16-Mar-19A

CONTRACT DAYS - (60 CALENDAR DAYS)

MOBILIZE

TRAFFIC CONTROL - CLOSE RD

CLEAN TUNNEL & SWPPP

18-30.3-1.4 TUNNEL - NORTHBOUND LANES

NORTHBOUND LANES - CRACK INJECTION & PATCHING SPALLED CONCRETE

NORTHBOUND LANES - SURFACE FINISH

NORTHBOUND LANES - ANTIGRAFFITI

18-30.3-1.3 TUNNEL - SOUTHBOUND LANES

SOUTHBOUND LANES - CRACK INJECTION & PATCHING SPALLED CONCRETE

SOUTHBOUND LANES - SURFACE FINISH

SOUTHBOUND LANES - ANTIGRAFFITI

18-30.3-1.2 ROADWAY

OVERLAY

MILLING

ELECTRICAL & SIGNALS

CRASH CUSHION

REMOVE & REPLACE PR1 RAIL

PERMANENT PAVEMENT MARKS

REMOVE TRAFFIC CONTROL / DEMOBILIZE

FINISH MILESTONE

Legend:

- Actual Level of Effort
- Actual Work
- Remaining Work
- Critical Remaining Work
- Milestone
- summary

TASK filter: All Activities

CITY OF HOUSTON  
TEXAS GENERAL LAND OFFICE  
CONTRACT NO. 12-403-027  
CITY OF HOUSTON HERNANDEZ TUNNEL

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Page 1 of 1



1160 N Dairy Ashford  
Suite 500  
Houston, TX 77079  
T +1 281 589 7257

## PROGRESS REPORT

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**Date: October 15, 2019**

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<b>Job No.:</b>	GLO Contract No. 14-236-000-8329 RPS 1068.001.007
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<b>Report Period:</b>	through October 15, 2019
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<b>Reviewed By:</b>	Sylvester Johnson
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<b>Project:</b>	GLO City of Houston Hernandez Tunnel
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### Activities Completed for the Reporting Period

- Final pay estimate for retainage

**APPLICATION AND CERTIFICATE FOR PAYMENT**

**TO OWNER:**  
 Hardy/Near Northside Redevelopment Authority  
 behalf of Reinvestment Zone Number Twenty-

**PROJECT:**  
 GLO City of Houston Hernandez Tunnel  
 Contract No.: 14-236-000-8329

**FROM CONTRACTOR:**  
 NBG Constructors, Inc.  
 9702 Synott Rd.  
 Houston, TX 77083

**CONTRACT FOR:**  
 Email: Sylvester.Johnson@rpsgroup.com

**APPLICATION #:** 4  
**PERIOD TO:** Final Retainage  
 1068.001.007

**Distribution to:**

<input type="checkbox"/>	Owner
<input checked="" type="checkbox"/>	Const. Mgr
<input type="checkbox"/>	Architect
<input type="checkbox"/>	Contractor

**CONTRACT DATE:**  
**APPLICATION DATE:** 10/9/19

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

<b>1. ORIGINAL CONTRACT SUM</b>	\$ 636,009.00
<b>2. Net change by Change Orders</b>	\$ 3,568.72
<b>3. CONTRACT SUM TO DATE (Line 1 +/- 2)</b>	\$ 639,577.72
<b>4. TOTAL COMPLETED &amp; STORED TO DATE</b>	\$ 639,577.72

(Column G on Continuation Sheet)

**5. RETAINAGE:**

- a. \_\_\_\_\_ of Completed Work  
 (Columns D+E on Continuation Sheet) \$ \_\_\_\_\_
- b. 10.0% of Stored Material  
 (Column F on Continuation Sheet) \$ \_\_\_\_\_

Total Retainage (Line 5a + 5b or

Total in Column 1 of Continuation Sheet	\$ _____
<b>6. TOTAL EARNED LESS RETAINAGE</b>	\$ 639,577.72

(Line 4 less Line 5 Total)

**7. LESS PREVIOUS CERTIFICATES FOR PAYMENT**

(Line 6 from prior Certificate)	\$ 575,619.95
<b>8. CURRENT PAYMENT DUE</b>	\$ 63,957.77

**9. BALANCE TO FINISH, INCLUDING RETAINAGE**

(Line 3 less Line 6) \$ \_\_\_\_\_

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

**CONTRACTOR:** NBG Constructors, Inc.

**By:** [Signature] Date: 10/9/19

**State of:** TEXAS  
**County of:** Harris  
 Subscribed and sworn to before me this 9th day of October, 2019



**Notary Public:** \_\_\_\_\_

My Commission expires: July 20, 2023  
**CERTIFICATE FOR PAYMENT**

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect/Engineer certifies to the Owner that to the best of the Architect's/Engineer'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** \_\_\_\_\_ \$ 63,957.77

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$264.50	
Total approved this Month	\$3,304.22	
<b>TOTALS</b>	\$3,568.72	
<b>NET CHANGES by Change Order</b>		\$3,568.72

**ARCHITECT/ENGINEER**

**By:** [Signature] Date: 10/15/19

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 of Contractor under this Contract.

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

PROJECT:  
GLO City of Houston, Hernandez Tunnel  
Contract No.: 14-236-000-8329

APPLICATION NUMBER: 4  
APPLICATION DATE: 10/9/19  
PERIOD TO: Final Retainage  
ARCHITECT'S PROJECT NO: 1068.001.007

A Item No.	B Description of Work	C Unit Price	D Plan Qty	E Scheduled Value	F		G Work Completed	H Current Qty	I Current Billing \$	J Materials Presently Stored (Not in D or E)	K Total Qty to Date	L Total Completed And Stored To Date (D + E + F)	M % (G/C)	N Balance To Finish (C - G)	O Retainage
					Previous Qty	Previous Billing \$ (D + E)									
1.	Mobilization	1,000 \$ 61,000.00	1,000	\$ 61,000.00	1,000	\$ 61,000.00	1,000	\$ 61,000.00	100.00%	\$ -	1,000	\$ 61,000.00	100.00%	\$ -	\$ -
2.	SWPPP for Tunnel and South Ramp Rehab	1,000 \$ 5,000.00	1,000	\$ 5,000.00	1,000	\$ 5,000.00	1,000	\$ 5,000.00	100.00%	\$ -	1,000	\$ 5,000.00	100.00%	\$ -	\$ -
3.	Traffic Control and Regulation	1,000 \$ 20,000.00	1,000	\$ 20,000.00	1,000	\$ 20,000.00	1,000	\$ 20,000.00	100.00%	\$ -	1,000	\$ 20,000.00	100.00%	\$ -	\$ -
4.	Protect Sign	1,000 \$ 1,000.00	1,000	\$ 1,000.00	1,000	\$ 1,000.00	1,000	\$ 1,000.00	100.00%	\$ -	1,000	\$ 1,000.00	100.00%	\$ -	\$ -
5.	Remove and Refurbish existing traffic signs on tunnel entrances (clearance signs, flood gauge signs, tunnel name signs)	4,000 \$ 50.00	4,000	\$ 200.00	4,000	\$ 200.00	4,000	\$ 200.00	100.00%	\$ -	4,000	\$ 200.00	100.00%	\$ -	\$ -
6.	Install traffic signs on tunnel entrances (clearance signs, flood gauge signs, tunnel name signs)	10,000 \$ 100.00	10,000	\$ 1,000.00	10,000	\$ 1,000.00	10,000	\$ 1,000.00	100.00%	\$ -	10,000	\$ 1,000.00	100.00%	\$ -	\$ -
7.	Thermoplastic Pavement Marking (4" Wide) White-Solid - Tunnel and South Ramp	10,200,000 \$ 0.75	10,200,000	\$ 7,650.00	10,200,000	\$ 7,650.00	10,200,000	\$ 7,650.00	100.00%	\$ -	10,200,000	\$ 7,650.00	100.00%	\$ -	\$ -
8.	Thermoplastic Pavement Marking (4" Wide) Yellow-Solid - Tunnel and South Ramp	14,460,000 \$ 0.75	14,460,000	\$ 1,084.50	14,460,000	\$ 1,084.50	14,460,000	\$ 1,084.50	100.00%	\$ -	14,460,000	\$ 1,084.50	100.00%	\$ -	\$ -
9.	Thermoplastic Pavement Marking (24" Wide) White-Solid - Tunnel and South Ramp	180,000 \$ 5.50	180,000	\$ 990.00	180,000	\$ 990.00	180,000	\$ 990.00	100.00%	\$ -	180,000	\$ 990.00	100.00%	\$ -	\$ -
10.	Thermoplastic Pavement Marking (24" Wide) Yellow - Solid - Tunnel and South Ramp	222,000 \$ 5.50	222,000	\$ 1,221.00	222,000	\$ 1,221.00	222,000	\$ 1,221.00	100.00%	\$ -	222,000	\$ 1,221.00	100.00%	\$ -	\$ -
11.	Raised Pav Marker T/I with Two Face Reflective (W/Y) 1.5-inch asphalt replacement including stripping of existing asphalt	343,000 \$ 4.00	343,000	\$ 1,372.00	343,000	\$ 1,372.00	343,000	\$ 1,372.00	100.00%	\$ -	343,000	\$ 1,372.00	100.00%	\$ -	\$ -
12.	Remove existing concrete rail and install Type PR 1 pedestrian rail on south end walkway on west side	1845,000 \$ 30.00	1845,000	\$ 55,350.00	1845,000	\$ 55,350.00	1845,000	\$ 55,350.00	100.00%	\$ -	1,845,000	\$ 55,350.00	100.00%	\$ -	\$ -
13.	Finish concrete surface of tunnel walls	125,000 \$ 200.00	125,000	\$ 25,000.00	125,000	\$ 25,000.00	125,000	\$ 25,000.00	100.00%	\$ -	125,000	\$ 25,000.00	100.00%	\$ -	\$ -
14.	Remove and repair delaminated/spalled concrete	30,550,000 \$ 0.45	30,550,000	\$ 13,747.50	30,550,000	\$ 13,747.50	30,550,000	\$ 13,747.50	100.00%	\$ -	30,550,000	\$ 13,747.50	100.00%	\$ -	\$ -
15.	Remove median crash cushion attenuator at south tunnel entrance	1,650,000 \$ 95.00	1,650,000	\$ 156,750.00	1,650,000	\$ 156,750.00	1,650,000	\$ 156,750.00	100.00%	\$ -	1,650,000	\$ 156,750.00	100.00%	\$ -	\$ -
16.	Install median crash cushion attenuator at south tunnel entrance	1,000 \$ 4,000.00	1,000	\$ 4,000.00	1,000	\$ 4,000.00	1,000	\$ 4,000.00	100.00%	\$ -	1,000	\$ 4,000.00	100.00%	\$ -	\$ -
17.	Anti-Graffiti Coating (Permanent-Type III) for all surfaces within the tunnel and east and west retaining walls	1,000 \$ 23,000.00	1,000	\$ 23,000.00	1,000	\$ 23,000.00	1,000	\$ 23,000.00	100.00%	\$ -	1,000	\$ 23,000.00	100.00%	\$ -	\$ -
18.	Repair cracks in concrete within the tunnel and along west side retaining walls for south entrance by epoxy injection, grout filling, routing and sealing, or surface sealing	27716,500 \$ 0.90	27,716,500	\$ 24,944.85	27,716,500	\$ 24,944.85	27,716,500	\$ 24,944.85	100.00%	\$ -	27,716,500	\$ 24,944.85	100.00%	\$ -	\$ -
19.	Remove and Salvage existing traffic signal equipment at the north and south tunnel entrance	800,000 \$ 55.00	800,000	\$ 44,000.00	800,000	\$ 44,000.00	800,000	\$ 44,000.00	100.00%	\$ -	800,000	\$ 44,000.00	100.00%	\$ -	\$ -
20.	Provide and install all work shown on plans and described in specifications including as follows: Provide and install tunnel lighting, pedestrian walkway lighting, traffic signal lights, lighting controller and all required appurtenances as shown on plans and as described in specifications for a complete operating system	2,000 \$ 2,000.00	2,000	\$ 4,000.00	2,000	\$ 4,000.00	2,000	\$ 4,000.00	100.00%	\$ -	2,000	\$ 4,000.00	100.00%	\$ -	\$ -
21.	Remove and Repair delaminated/spalled concrete	1,000 \$ 84,000.00	1,000	\$ 84,000.00	1,000	\$ 84,000.00	1,000	\$ 84,000.00	100.00%	\$ -	1,000	\$ 84,000.00	100.00%	\$ -	\$ -
22.	Repair Cracks along all surfaces within project limits	472,810 \$ 170.00	472,810	\$ 80,377.70	472,810	\$ 80,377.70	472,810	\$ 80,377.70	100.00%	\$ -	472,810	\$ 80,377.70	100.00%	\$ -	\$ -
23.	Street Cut Permit	307,810 \$ 45.00	307,810	\$ 13,851.45	307,810	\$ 13,851.45	307,810	\$ 13,851.45	100.00%	\$ -	307,810	\$ 13,851.45	100.00%	\$ -	\$ -
24.	Mobility Permit	1,000 \$ 1,000.00	1,000	\$ 1,000.00	1,000	\$ 1,000.00	1,000	\$ 1,000.00	100.00%	\$ -	1,000	\$ 1,000.00	100.00%	\$ -	\$ -
25.	Additional work required to repair walls & alternative supports for light fixtures	1,000 \$ 4,782.98	1,000	\$ 4,782.98	1,000	\$ 4,782.98	1,000	\$ 4,782.98	100.00%	\$ -	1,000	\$ 4,782.98	100.00%	\$ -	\$ -
CO1	Additional work to prepare retaining walls for the proposed mural	1,000 \$ 7,036.52	1,000	\$ 7,036.52	1,000	\$ 7,036.52	1,000	\$ 7,036.52	100.00%	\$ -	1,000	\$ 7,036.52	100.00%	\$ -	\$ -
CO2	Additional work to change the 8" diameter signal lights into 12" diameter signal lights	1,000 \$ 3,304.22	1,000	\$ 3,304.22	1,000	\$ 3,304.22	1,000	\$ 3,304.22	100.00%	\$ -	1,000	\$ 3,304.22	100.00%	\$ -	\$ -
CO4	TOTALS PAGE 2			\$ 639,577.72		\$ 639,577.72		\$ 639,577.72		\$ -		\$ 639,577.72		\$ -	\$ -

Document 00673

CONTRACTOR'S CERTIFICATION OF FINAL COMPLETION

CERTIFICATE OF FINAL COMPLETION OF: Cambridge Bridge Completions and Corrections to Construction Contract

WBS No.: N-000720-002-4

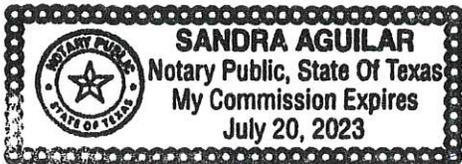
O/A No.: 4600013561

Contract Dated: 3/7/2016

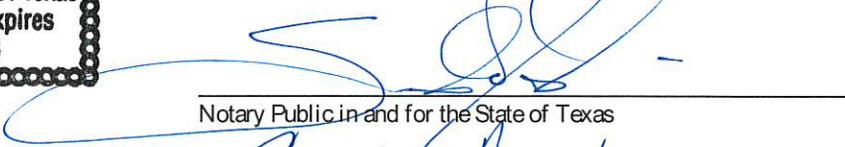
STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared David Boehm who, being by me duly sworn, on his oath says that he or she is President of NBG Constructors, Inc. the Contractor who has performed a contract with the City of Houston for the construction of the Work described above, and is duly authorized to make this affidavit; that he or she has personally examined the Work described above as required by the Contract Documents that said Work and all items thereof have been completed and all known defects made good; that all surplus material, refuse, dirt and rubbish have been cleaned up and removed or disposed of as directed by the City Engineer; that all parts of Work are in a neat, tidy, finished condition and ready in all respects for acceptance by the City; that all gravel or shell roadway surfaces removed during the course of the Work have been replaced in accordance with the specifications, that rates of pay for all labor employed on said Work have not been below the minimum set out in "Labor Classification and Minimum Wage Scale" in Contract Documents and that within the knowledge of affiant all just bills for labor and material and for the rental or use of any equipment or apparatus, used in, on, or in connection with the Work have been paid in full by the Contractor.

By: 



Sworn to and subscribed before me this 9<sup>th</sup> day of October, 2019

  
Notary Public in and for the State of Texas

Sandra Aguilar  
[Name printed]

My Commission expires: July 20, 2023



COMMUNITY DEVELOPMENT & REVITALIZATION

The Texas General Land Office

Certificate of Construction Completion

Reset Form

Subrecipient: Hardy/Near Northside Development Authority Contract Number: 14-236-000-8329 Date: 10/23/2019

This is to certify that a final inspection of the project described below was conducted on 9/27/2019

Contract was entered into on 01/17/2019 between the city/county of Hardy/Near Northside Development Authority and NBG Constructors, Inc. for the construction of Hernandez Tunnel

This is to further certify that:

1. The work has been completed in accordance with the plans and specifications and all addenda, change orders, and supplemental agreements thereto, with the following exceptions:

N/A

2. The sum of \$0.00, deducted from the final payment to the Contractor is a fair and equitable settlement for the foregoing excepted work.

3. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace or make good any faulty workmanship and/or materials discovered in the work within a period of 1 Year from this date, as provided in the Contract.

Table with 2 columns: Description, Amount. Rows include Amount of Original Contract (636,009), Cumulative Change Orders (3,568.72), Final Amount of Contract (639,577.72), Less Previous Payments (575,619.95), Less Deductions (0), and FINAL PAYMENT (Balance) (63,957.77).

5. The Final Payment in the amount above is now due and payable.

6. Final Quantities:

Table with 5 columns: Activity Code, Project Name, Description, Quantity, Metric. Contains two rows of data for Hernandez Tunnel: Tunnel Spalling and Crack Repair (480 Linear Feet) and Pavement Mill and Overlay (480 Linear Feet).

Certified by:

Mike McClung, Project Manager (Signature and Title)

Subrecipient Name and Title (Printed)

RPS Firm

David Boehm, President (Signature and Title)

Engineer Name and Title (Printed)

NBG Constructors, Inc. Firm

Ed Reyes, Chairman of the Board (Signature and Title)

Contractor Name and Title (Printed)

Hardy Near/Northside Redevelopment Authority City/County of Houston, Harris County



Melissa C. Morton, CPA  
1125 Cypress Station Dr. H-4 • Houston, TX 77090  
Phone (281) 416-8571 • Fax (855) 331-3080  
melissacpa@themortonassociates.com

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September 23, 2019

Hardy/Near Northside Redevelopment Authority  
711 Louisiana Street  
Suite 2300  
Houston, Texas 77002

**Re: Hardy/Near Northside Redevelopment Authority ("TIRZ 21") Engagement Letter**

Dear Board of Directors:

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

We will prepare the financial statements of TIRZ 21 quarterly (or four times per year), which comprise the Financial Activity Summary, Cash Balance rollforward, Capital Improvement Project Detail, Unpaid Bills Detail, Balance Sheet year to year comparison, Budget to Actual Income Statement and Profit and Loss Detail for the respective periods. We are pleased to confirm our acceptance and our understanding of this engagement to prepare the financial statements of TIRZ 21 by means of this letter.

The objective of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS 21) promulgated by the Accounting and Review Services Committee of the AICPA and will comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

The financial statements will not be accompanied by a report. However, you agree that any cover-letter or other transmittal accompanying the financial statements will clearly indicate that no assurance is provided on them. In addition, as required by SSARS 21, each page of the financial statements will include a legend stating clearly that no assurance is being provided on them.

Our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. However, we will inform you of any material errors that come to our attention and any fraud or other illegal acts that come to our attention, unless they are clearly inconsequential. In addition, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal controls as part of this engagement, and our engagement cannot be relied upon to disclose the same.

Prior to preparation and execution of this engagement letter, we discussed with you the fact that we provide clients with levels of service higher than preparation of financial statements such as review services and compilation services, and we explained to you the manner in which such levels of service differ from preparation of financial statements. We further explained the additional costs associated with different levels of service. After consideration of such services, you have informed us that you wish to retain us to perform only the preparation of financial statement services without disclosures described in this letter.

You are responsible for adopting sound accounting policies, for maintaining an adequate and efficient accounting system, for safeguarding assets, for authorizing transactions, for retaining supporting documentation for those transactions, and for devising a system of internal controls that will, among other things, help assure the preparation of proper financial statements.

Furthermore, you are responsible for management decisions and functions, for designating a competent employee to oversee any of the services we provide, and for evaluating the adequacy and results of those services.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Company involving (a) management (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Company received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

In order for us to complete this engagement, and to do so efficiently, we require unrestricted access to the necessary accounting documents and accounting related individuals within your company. Any failure to provide such cooperation, and to do so on a timely basis, will impede our services, and may require us to suspend our services or withdraw from the engagement.

Our fees for this engagement are not contingent on the results of our services. Rather, our fees for this engagement will be based on our standard hourly rates (\$125/hr) for any services outside of our scope and the estimated hours required for the engagement. In addition, you agree to reimburse us for any of our out-of-pocket costs incurred in connection with the performance of our services. We estimate that our fee for these services will be \$2,400 per quarter (\$800/month) for quarterly financial statement preparation, budget assistance and annual audit document assistance and \$100 per month for the role of investment officer if required. You acknowledge that this amount is not a limit to the total fees we may charge for our services, and that our fees may actually exceed that amount if any additional services are required. However, in the event that we encounter unusual circumstances that would require us to expand the scope of the engagement, and/or if we anticipate our fees exceeding the aforementioned amount substantially, we will adjust our rate, and obtain your prior approval before continuing with the engagement. In the event you terminate our services, any transition services will be billed at the current billing hourly rate.

We reserve the right to suspend our services or to withdraw from this engagement in the event that any of our invoices are deemed delinquent. In the event that any collection action is required to collect unpaid balances due us, you agree to reimburse us for our costs of collection, including attorneys' fees. If we elect to terminate our services for nonpayment, or for any other reason provided for in this letter, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended, and to reimburse us for all of our out-of-pocket costs, through the date of termination.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

It is our policy to retain engagement documentation for a period of seven years, after which time we will commence the process of destroying the contents of our engagement files. To the extent we accumulate any of your original records during the engagement, those documents will be returned to you promptly upon completion of the engagement, and you will provide us with a receipt for the return of such records. The balance of our engagement file, other than the compiled financial statement, which we will provide to you at the conclusion of the engagement, is our property, and we will provide copies of such documents at our discretion and if compensated for any time and costs associated with the effort.

In the event we are required to respond to a subpoena, court order, open records request or other process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our hourly rates, as set forth above, for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard.

In the event that we are or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of your intentional or knowing misrepresentation or provision to us of inaccurate or incomplete information in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us, defend us, and hold us harmless against such obligations to the extent allowed by law.

You agree that any dispute (other than our efforts to collect an outstanding invoice) that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement that we have performed for you, will, prior to resorting to litigation, be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within the county of Harris County, Texas, according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to Texas law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

Any litigation arising out of this engagement, except actions by us to enforce payment of our professional invoices, must be asserted within one year from the date any such cause of action accrues, or within three years from the completion of the engagement, whichever is earlier, notwithstanding any statutory provision to the contrary.

This engagement letter is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties. If you would like us to provide you with any other services not specifically outlined in this engagement letter, you must make that request of us in writing. If we agree to provide the requested additional services, we will create a separate engagement letter if required specifically addressing the same, and that engagement letter, upon your signature, will govern our provision of those additional services.

If, after full consideration, you agree that the foregoing terms shall govern this engagement, please sign the copy of this letter in the space provided and return the original signed letter to me, keeping a fully-executed copy for your records.

Thank you for your attention to this matter, and please contact me with any questions that you may have.

**[EXECUTION PAGE FOLLOWS]**

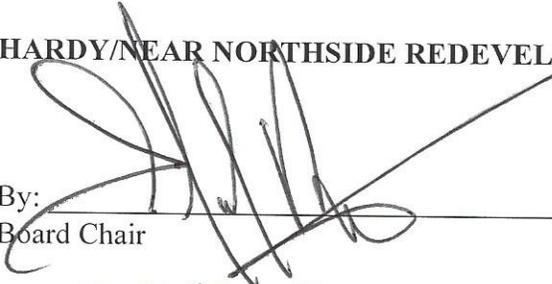
Sincerely yours,  
**THE MORTON ACCOUNTING SERVICES**

*mcmorton*

By:  
Melissa C. Morton, CPA

Accepted and agreed to:

**HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY**

By:   
Board Chair

*10/4/2019*

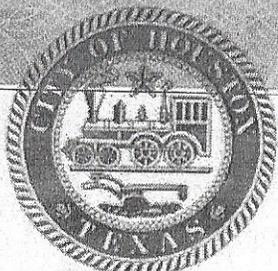
Effective Date

APPROVED:

CITY OF HOUSTON

\_\_\_\_\_  
Andrew F. Icken

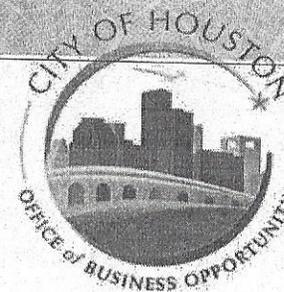
Chief Development Officer



Sylvester Turner,  
Mayor

# CITY OF HOUSTON

Office of Business Opportunity



## The Morton Accounting Services

is duly certified as a

### Minority Business Enterprise (MBE)

**Certified Categories:**

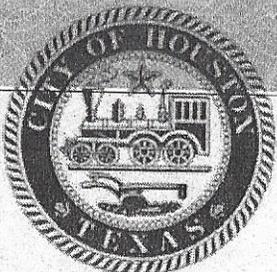
Certification Number: 19-08-14179

NAICS 541211: CERTIFIED PUBLIC ACCOUNTANTS' (CPAS) OFFICES

*Carlecia D. Wright*

Director of Office of Business Opportunity

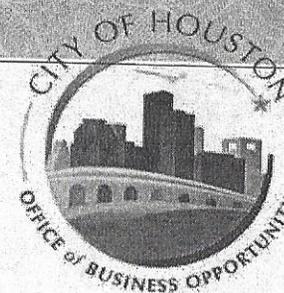
Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program or the firm's certification is no longer active. In addition, this certificate is valid only in conjunction with the firm's active listing in the City of Houston's Directory of certified MBE, WBE, SBE, PDBE, ACDBE and DBE firms via the following weblink: <https://houston.mwdbe.com/?TN=houston>.



Sylvester Turner,  
Mayor

# CITY OF HOUSTON

Office of Business Opportunity



## The Morton Accounting Services

is duly certified as a

# Women Business Enterprise (WBE)

**Certified Categories:**

Certification Number: 19-08-14179

NAICS 541211: CERTIFIED PUBLIC ACCOUNTANTS' (CPAS) OFFICES

*Carlecia D. Wright*

Director of Office of Business Opportunity

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program or the firm's certification is no longer active. In addition, this certificate is valid only in conjunction with the firm's active listing in the City of Houston's Directory of certified MBE, WBE, SBE, PDBE, ACDBE and DBE firms via the following weblink: <https://houston.mwdbe.com/?TN=houston>.

**RESOLUTION APPOINTING INVESTMENT OFFICER FOR  
HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY**

WHEREAS, Hardy/Near Northside Redevelopment Authority (the “Authority”) has been legally created and operates pursuant to the general laws of the State of Texas applicable to local government corporations, and has such authority as has been delegated to it by the City of Houston, Texas to act on behalf of Reinvestment Zone Number Twenty-One, City of Houston, Texas; and

WHEREAS, the Board of Directors of the Authority wishes to appoint an Investment Officer to oversee the Authority’s investments pursuant to the Authority’s Investment Policy and pursuant to the Public Funds Investment Act, each as amended from time to time; NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY THAT:

Section 1. The Authority hereby appoints Melissa Morton to serve as Investment Officer for the Authority.

Section 2. Effective Date. This Resolution shall be in full force and effect from and upon its adoption.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

PASSED AND APPROVED this 11th day of November, 2019.

---

President

ATTEST:

---

Secretary

**TAX INCREMENT REINVESTMENT ZONE NUMBER TWENTY-ONE  
CITY OF HOUSTON, TEXAS,**

**HARDY NEAR NORTHSIDE ZONE**

Third Amended  
Project Plan and Reinvestment Zone Financing Plan

September 23, 2019

REINVESTMENT ZONE NUMBER TWENTY-ONE, CITY OF HOUSTON, TEXAS  
HARDY/NEAR NORTHSIDE ZONE  
Third Amended Project Plan and Reinvestment Zone Financing Plan

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TAX INCREMENT REINVESTMENT ZONE NUMBER TWENTY-ONE  
HARDY/NEAR NORTHSIDE ZONE  
PART D – THIRD AMENDED PROJECT PLAN  
AND REINVESTMENT ZONE FINANCING PLAN

Amended September 23, 2019

Introduction:

Reinvestment Zone Number Twenty-One, City of Houston, Texas, also known as the Hardy/Near Northside Zone (“Zone”) was created by Ordinance No. 2003-1258 on December 17, 2003 for the purposes of development and redevelopment in an area covering approximately 326.1 acres and generally bounded by Quitman Street on the North, U.S. Highway 59 on the East, Interstate 10 on the South, and Interstate Highway 45 on the West. The primary focus of the Zone was to address blighted conditions and provide programs to facilitate the development of affordable housing and mobility improvements.

**Section One:**

The Part A Plan:

A Project Plan and Reinvestment Zone Financing Plan (Part A Plan) was adopted by the City on December 30, 2008 by Ordinance No. 2008-1212. The Part A Plan called for the redevelopment of a former 43-acre Union Pacific rail yard site and the North Main Street area in general. The Part A Plan also included provisions for the development of affordable housing and transit-oriented mixed-use development. In addition, on May 27, 2009, by Ordinance No. 2009-432, the City and the Zone approved an Affordable Housing Agreement which provided that one-third of the City’s tax increment revenue be returned to the City to use for affordable housing.

The Part B Plan:

On November 10, 2009, by Resolution No. 2009-0032, the City approved the creation of the Hardy/Near Northside Redevelopment Authority (“Authority”). The Authority was established to assist the City and the Zone Board of Directors in implementing the Part A Plan. On December 9, 2009, by Ordinance No. 2009-1272, the City adopted the First Amended Project Plan and Reinvestment Zone Financing Plan (Part B Plan). The Part B Plan restated the goals and objectives included in the Part A Plan and added several new project costs, including provisions for upgrades and improvements to public utility systems, public roadways and thoroughfares, transit facilities, trail systems, parks, provisions for public art, lighting, landscaping, environmental remediation and for the design and construction of a potential grade separated extension of San Jacinto Street north to the southern terminus of Fulton Street.

The Part C Plan:

On August 15, 2012, the City, by Ordinance 2012-0710, adopted a second amendment to the Zone Project Plan and Reinvestment Zone Financing Plan (Part C Plan). The Part C Plan restates the goals and objectives of the Part A and Part B Plans and provided for enhancements in the 326.1 acres of the Zone covered by the Part A and Part B Plans. In addition, the Part C Plan included provisions for an extension of the duration of the Zone, to December 31, 2040.

The Zone and the City now desire to further amend the Zone Project Plan and Financing Plan as further described herein (the “Part D Plan”).

## **Section Two:**

### The Part D Plan:

The Zone and the City now desire to further amend the Plans as described herein (“Part D Plan”). The Part D Plan provides for a Zone area expansion and projects for the enhancement of and improvements to the newly annexed 1,154.52 acres of land. The geographical area covered by the Part D Plan includes the areas covered by the Part A, Part B, Part C Plans. Emphasis will be placed on roadway and street reconstruction projects, parks and related recreational facilities, public and cultural facilities, affordable housing, repair and replacement of drainage systems, and the design and construction of new public utility systems. The Part D Plan, combined collectively with prior Plans, will provide the necessary tools to alleviate blight, deteriorated street and site conditions, and obsolete public services and facilities, conditions that endanger public safety while encouraging sound growth of residential, retail, and commercial development within the Zone.

Together the Part A, Part B, Part C Plans combined with the Part D Plan, provide the tools needed to alleviate blight, deteriorated street and site conditions, obsolete public services and facilities and will encourage the sound growth of residential, retail, and commercial development in the Near Northside area.

### Proposed Goals for the Improvements in the Zone:

Proposed and restated Goals for Improvements included in the Part D Plan relate to the original goals of the TIRZ and are as follows:

Goal 1: *Create pedestrian-friendly, safe environments through the reconstruction of streets and sidewalks, with ample lighting and streetscape amenities.*

Streetscape enhancements are required to create an environment to stimulate investment in retail, residential, and commercial developments. Enhanced streetscape components include sidewalks, lighting, signage, street trees, landscaping, benches, and other pedestrian amenities. The construction of sidewalk systems, including ADA-compliant ramps, will improve pedestrian safety, enhance the visual environment, and provide connectivity both within the community and to adjacent districts.

Goal 2: *Redevelopment and upgrades to public green space, parks, and other appropriate recreational facilities.*

Public infrastructure, regional trail systems and other enhancements to area parks and other public open green space will attract and support redevelopment and improve the quality of life of area neighborhoods and visitors.

Goal 3: *Expand pedestrian-attractive retail developments.*

Providing base-level retail functionality is essential to the continued expansion of residential projects in the area through the implementation of enhanced pedestrian amenities with an emphasis on parking, lighting, street trees, landscaping, wide sidewalks, and public art.

*Goal 4: Metropolitan Transit Authority (METRO) Initiatives and complementing the revitalization activities proposed to occur along the METRO North Corridor Alignment.*

METRO funding of public transit systems can be complemented by Zone activities including the funding of streetscape upgrades, right-of-way acquisition, and provisions for parking to serve retail needs. The METRO Solutions North Corridor alignment located within the Zone includes a proposed Burnett Plaza Intermodal Terminal. The planned facility would provide for light rail, bus services, car pool, and bicycle and pedestrian modes of transportation. This METRO program, when executed, will significantly impact economic development within the Zone and facilitate the construction of transit-oriented development. A primary goal of the Part C Plan is to maximize the positive economic impacts of the METRO initiatives.

*Goal 5: Cultural and Public Facilities; Affordable Housing.*

Increasing public and cultural facilities and affordable housing for current residents as well as for the Downtown workforce is an important public policy goal of the Part C Plan. Zone funds will be leveraged with private, public, and non-profit developers to integrate affordable housing into proposed redevelopment projects within the City. These projects, along with improved infrastructure, additional fire, police, library, and public health facilities, and cultural and community centers, will improve security and enhance the quality of life for existing and new residents and businesses in the Zone.

*Goal 6: Infrastructure Improvements.*

Public streets and public utility systems are needed to create an environment that will stimulate private investment in retail, residential, multi-family, and commercial developments. Construction of key streets and utility systems will enhance the level of service in the area, improve functionality, replace aged facilities, and improve aesthetics. All roadway improvements will be integrated with the street reconstruction programs of the City of Houston, TXDOT, METRO, and others as needed, and where possible will include elements not included by those programs. Attention will be focused on leveraging TIRZ funds through the funding of elements not addressed by the capital improvement programs of sister agencies.

#### **A. PROJECT PLAN**

Existing Uses of Land (Texas Tax Code §311.011(b)(1)): Map 1 attached hereto depicts the existing land and proposed uses in the Zone. The existing and proposed land uses include multi-family residential, commercial, office, public and institutional, transportation and utility, park and open spaces, and undeveloped land uses.

Proposed Changes of Zoning Ordinances, Master Plan of Municipality, Building Codes, and Other Municipal Ordinances (Texas Tax Code §311.011(b)(2)): All construction will be performed in conformance with the City's existing rules and regulations. There are no proposed changes to any City ordinance, master plan, or building code.

Estimated Non-Project Costs (Texas Tax Code §311.011(b)(3)): The non-project costs reflect, in part, costs of the Greater Near Northside Management District, and the portion of their annual assessment revenues that will be spent within the Zone to fund public safety, cleaning and trash removal, landscape maintenance, pedestrian lighting, streetscape amenities, wayfinding, planning and capital project development, retail and business development programs, and marketing and communications.

Method of Relocating Persons to be Displaced, if any, as a Result of Implementing the Plan (Texas Tax Code §311.011(b)(4)): It is not anticipated that any residents will be displaced by any of the projects to be undertaken in the Zone.

**B. REINVESTMENT ZONE FINANCING PLAN**

Estimated Project Costs (Texas Tax Code §311.011(c)(1)): Exhibit 1 (attached) details the proposed public improvement and administrative project costs. The dollar amounts are approximate and may be amended from time to time by City Council. The financing costs are a function of project financing needs and will vary with market conditions from the estimates shown on Exhibit 1.

Proposed kind, Number, and Location of all Proposed Public Works or Public Improvements to be Financed in the TIRZ (Texas Tax Code §311.011(c)(2)): These details are described throughout the Plan.

Economic Feasibility Study and Finding of Feasibility (Texas Tax Code §311.011(c)(3)): Economic feasibility studies have been completed that demonstrate the economic potential of the TIRZ including a Survey of Housing Demand conducted by CDS Market Research in 1999, the Northside Village Economic Redevelopment Plan conducted by the City of Houston Planning Department in 2001, and the Planned Development Relative to Total Market Demand Study conducted by CDS Market Research in 2003. Exhibits 2, 3 and 9a, constitute incremental revenue estimates for the Zone. The incremental revenue estimates are projected to be sufficient to cover the costs of the proposed redevelopment and infrastructure improvements in the Zone. The Part D Plan estimates total project costs of \$100,000,000. The TIRZ and the City find and determine that the Part A, Part B, Part C, and Part D Plans are economically feasible.

Estimated Amount of Bond Indebtedness; Estimated Time When Related Costs or Monetary Obligations Incurred; Approval of Issuance by the Authority (Texas Tax Code §311.011(c)(4), §311.011(c)(5)): Issuance of notes and bonds by or on behalf of the Zone will occur as tax increment revenues allow. The amount of such bonds will be determined by the increment available and shall be in the amount of the Project Costs, plus the costs of issuance. The value and timing of the issuance of notes or bonds will correlate to debt capacity as derived from the attached revenue and project schedules, as well as actual market conditions for the issue and sale of such notes and bonds.

Methods and Sources of Financing Project Costs and Percentage of Increment from Taxing Units Anticipated to Contribute Tax Increment to the Zone (Texas Tax Code §311.011(c)(6)): Methods and sources of financing include the issuance of notes and bonds, as well as collaboration with developers and other entities for grant funding and partnerships. Tax Year 2003 was the base year of the Original area of the Zone, Tax Year 2018 is the base year for the proposed Annexed Area

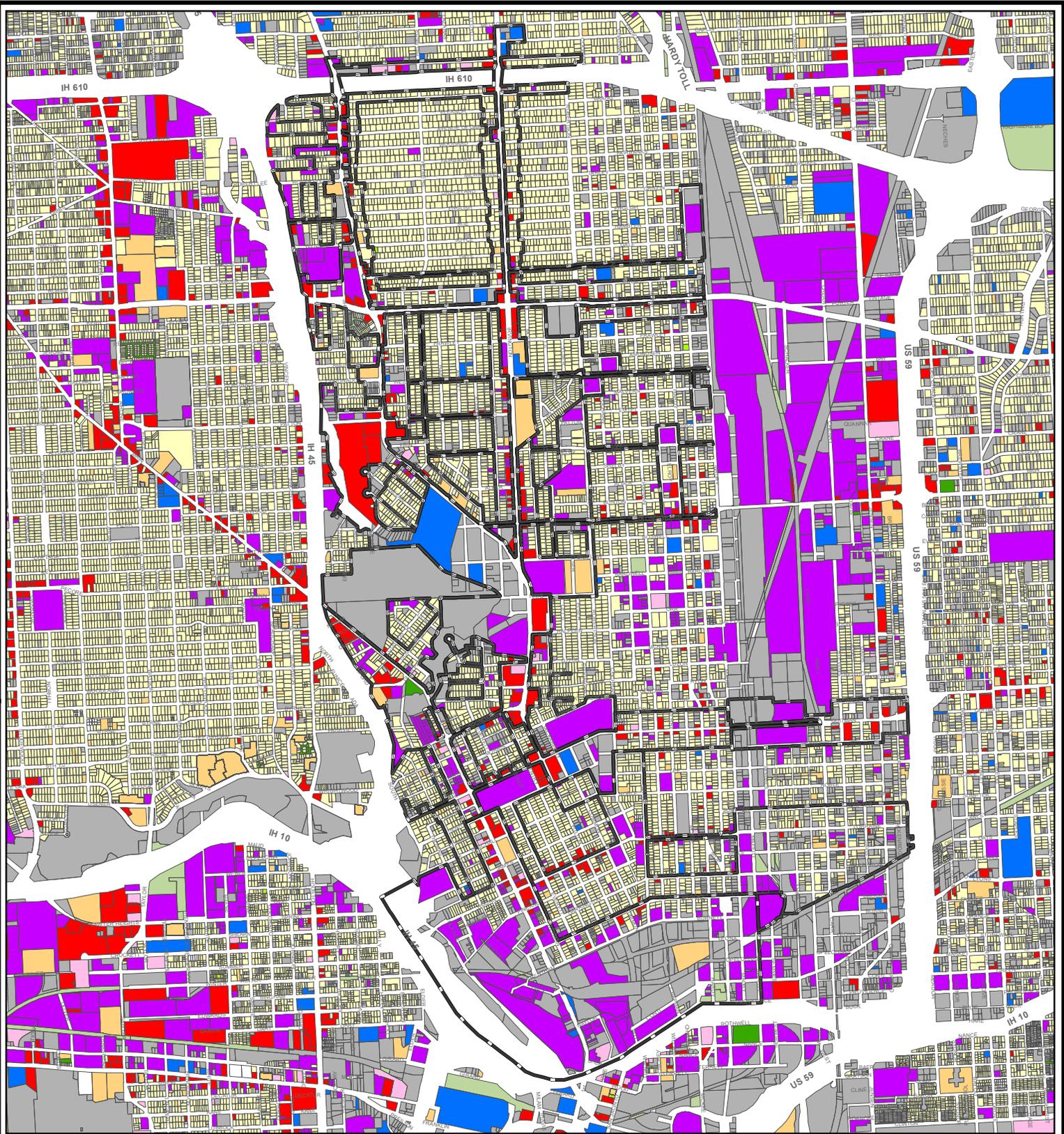
of the Zone. As outlined in Exhibits 2, 3, 4 and 9a, approximately \$110.2 million of increment is estimated to be generated over the remaining life of the Zone, and available for use in funding project costs. This figure is calculated using an estimated collection rate of 95% and a City contribution of \$0.588310/\$100 of assessed valuation. It is also anticipated that Harris County will enter into a participation Agreement based on the 2019 Annexed Area. This additional increment is calculated using an estimated collection rate of 95% and a County contribution of \$0.407130/\$100 of assessed valuation.

Current Total Appraised Value of Taxable Real Property (Texas Tax Code §311.011(c)(7)): The current projected appraised Tax Year 2019 value of taxable real property in the Zone, as of September 23, 2019, is \$203,864,946. Base year values are computed with regard to the original Zone, and all annexations, in accordance with Texas Tax Code §311.012.

Estimated Captured Appraised Value of Zone During Each Year of Existence (Texas Tax Code §311.011(c)(8)): The estimated captured appraised value for the remaining duration of the Zone is set forth in Exhibit 2, 3, 4 and 9a.

Zone Duration (Texas Tax Code §311.011(c)(9)): When initially created by City Council on December 17, 2003, the term of the Zone was established at 30 years. Due to the magnitude of development within and adjacent to the Zone, an increased demand continues to be placed on the already-distressed infrastructure then what was originally projected, by Ordinance 2012-0710, adopted by the City on August 15, 2012, and in accordance with Texas Tax Code §311.007(c) the termination date of the Zone was extended to December 31, 2040 as part of the Part C Plan. The proposed improvements included in the Part A, Part B, Part C, and Part D Plan, are needed to adequately address future infrastructure needs and related quality of life issues resulting from current and projected densities; in all respects; provided that increment available to the Zone with respect to the Zone area expansion shall not be available for payments under development agreements executed prior to the approval of this amendment by City Council.

## Maps and Exhibits



**Legend**

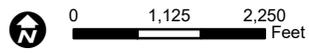
**Land Use**

- Single-Family Residential
- Multi-Family Residential
- Commercial
- Office
- Industrial
- Public & Institutional
- Transportation & Utility
- Park & Open Spaces
- Agriculture Production
- Undeveloped
- Unknown

**TIRZ As Engaged**



## City of Houston Proposed Hardy/Near Northside Landuse



Source: COHGIS Data  
 Date: September 2017  
 Reference: PJ19190\_Landuse

This map is made available for reference purposes only and should not be substituted for a survey product. The City of Houston will not accept liability of any kind in conjunction with its use.



**PLANNING &  
DEVELOPMENT  
DEPARTMENT**

## Maps and Exhibits

Exhibit 1

Project Cost Amendments: The following table includes the approved project cost for the Parts A, B & C Plans and the changes made to those budgets through this Part D Amendment:							
	Estimated Costs 2008 Plan	Estimated Costs 2009 Plan	Estimated Costs 2012 Plan	Estimated Costs 2019 Plan	Total Costs	Cost Through 06/30/2016	Remaining Costs
<b>Infrastructure Improvements:</b>							
Roadway and Sidewalk Improvements - Parts A, B & C	\$ 16,000,000	\$ 21,692,000	\$ -	\$ -	\$ 37,692,000	\$ 10,074,912	\$ 27,617,088
Roadway, Sidewalk and Landscape Improvements	\$ -	\$ -	\$ -	\$ 60,000,000	\$ 60,000,000	\$ -	\$ 60,000,000
Roadway and Sidewalk - Part D	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Roadway, Sidewalk and Bridge Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Roadway, Sidewalks and Bridges - Parts A, B, C &amp; D</b>	<b>\$ 16,000,000</b>	<b>\$ 21,692,000</b>	<b>\$ -</b>	<b>\$ 60,000,000</b>	<b>\$ 97,692,000</b>	<b>\$ 10,074,912</b>	<b>\$ 87,617,088</b>
<b>Public Utility Improvements - Parts A, B &amp; C</b>							
Public Utility Improvements	\$ -	\$ 1,929,000	\$ 5,955,000	\$ -	\$ 7,884,000	\$ -	\$ 7,884,000
Public Utility Improvements - Part D	\$ -	\$ -	\$ -	\$ 40,000,000	\$ 40,000,000	\$ -	\$ 40,000,000
<b>Total Public Utility Improvements - Parts A, B, C &amp; D</b>	<b>\$ -</b>	<b>\$ 1,929,000</b>	<b>\$ 5,955,000</b>	<b>\$ 40,000,000</b>	<b>\$ 47,884,000</b>	<b>\$ -</b>	<b>\$ 47,884,000</b>
<b>Total Infrastructure Improvements - Parts A, B, C &amp; D</b>	<b>\$ 16,000,000</b>	<b>\$ 23,621,000</b>	<b>\$ 5,955,000</b>	<b>\$ 60,000,000</b>	<b>\$ 145,576,000</b>	<b>\$ 10,074,912</b>	<b>\$ 135,501,088</b>
<b>Other Project Costs:</b>							
<b>Parks and Recreational Facilities Improvements - Parts A, B &amp; C</b>							
Parks, Plazas and Public Space Improvements	\$ -	\$ 1,440,000	\$ 2,888,000	\$ -	\$ 4,328,000	\$ -	\$ 4,328,000
<b>Park and Recreational Facilities Improvements - Part D</b>							
Parks, Plazas and Public Space Improvements	\$ -	\$ -	\$ -	\$ 25,000,000	\$ 25,000,000	\$ -	\$ 25,000,000
<b>Total Parks and Recreational Facilities Improvements - Parts A, B, C &amp; D</b>	<b>\$ -</b>	<b>\$ 1,440,000</b>	<b>\$ 2,888,000</b>	<b>\$ 25,000,000</b>	<b>\$ 29,328,000</b>	<b>\$ -</b>	<b>\$ 29,328,000</b>
<b>Land Acquisition - Parts A, B &amp; C</b>							
Land Assembly, Site Preparation, Environmental Remediation	\$ -	\$ 4,820,000	\$ -	\$ -	\$ 4,820,000	\$ -	\$ 4,820,000
<b>Land Acquisition - Part D</b>							
Land Assembly, Site Preparation, Environmental Remediation	\$ -	\$ -	\$ -	\$ 5,000,000	\$ 5,000,000	\$ -	\$ 5,000,000
<b>Total Land Acquisition - Parts A, B &amp; C</b>	<b>\$ -</b>	<b>\$ 4,820,000</b>	<b>\$ -</b>	<b>\$ 5,000,000</b>	<b>\$ 9,820,000</b>	<b>\$ -</b>	<b>\$ 9,820,000</b>
<b>Project Financing Costs - Parts A, B &amp; C</b>	<b>\$ 1,700,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,700,000</b>	<b>\$ -</b>	<b>\$ 1,700,000</b>
Financing Cost	\$ 1,700,000	\$ -	\$ -	\$ -	\$ 1,700,000	\$ -	\$ 1,700,000
<b>Total Project Financing Costs - Parts A, B, C &amp; D</b>	<b>\$ 1,700,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,700,000</b>	<b>\$ -</b>	<b>\$ 1,700,000</b>
<b>Zone Creation and Operations - Parts A, B &amp; C</b>							
Zone Creation and Administration	\$ 2,200,000	\$ -	\$ -	\$ 2,000,000	\$ 4,200,000	\$ 391,047	\$ 3,808,953
<b>Total Creation and Operations Costs - Parts A, B, C &amp; D</b>	<b>\$ 2,200,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,000,000</b>	<b>\$ 4,200,000</b>	<b>\$ 391,047</b>	<b>\$ 3,808,953</b>
<b>Affordable Housing Costs - Parts A, B &amp; C</b>							
Affordable Housing	\$ 5,000,000	\$ 12,500,000	\$ 7,420,874	\$ 8,000,000	\$ 32,920,874	\$ 928,789	\$ 31,992,085
Affordable Housing Costs - Part D	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Affordable Housing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Affordable Housing Costs - Parts A, B, C &amp; D</b>	<b>\$ 5,000,000</b>	<b>\$ 12,500,000</b>	<b>\$ 7,420,874</b>	<b>\$ 8,000,000</b>	<b>\$ 32,920,874</b>	<b>\$ 928,789</b>	<b>\$ 31,992,085</b>
<b>Total Other Project Costs - Parts A, B, C &amp; D</b>	<b>\$ 8,900,000</b>	<b>\$ 18,760,000</b>	<b>\$ 10,308,874</b>	<b>\$ 40,000,000</b>	<b>\$ 77,968,874</b>	<b>\$ 1,319,836</b>	<b>\$ 76,649,038</b>
<b>PROJECT PLAN TOTAL</b>	<b>\$ 24,900,000</b>	<b>\$ 42,381,000</b>	<b>\$ 16,263,874</b>	<b>\$ 100,000,000</b>	<b>\$ 223,544,874</b>	<b>\$ 11,394,748</b>	<b>\$ 212,150,126</b>

Exhibit 2

TY	Increment Revenue	Less Transfers and Affordable Housing	Net Revenue (Less Transfers and Affordable Housing)
2019	\$ 812,050	\$ 311,286	\$ 500,764
2020	\$ 1,090,822	\$ 381,768	\$ 709,054
2021	\$ 1,383,533	\$ 455,774	\$ 927,759
2022	\$ 1,690,879	\$ 533,480	\$ 1,157,399
2023	\$ 2,013,592	\$ 615,071	\$ 1,398,521
2024	\$ 2,352,441	\$ 700,742	\$ 1,651,699
2025	\$ 2,708,233	\$ 790,697	\$ 1,917,536
2026	\$ 3,081,814	\$ 885,150	\$ 2,196,665
2027	\$ 3,474,075	\$ 984,325	\$ 2,489,750
2028	\$ 3,885,948	\$ 1,088,458	\$ 2,797,490
2029	\$ 4,318,415	\$ 1,197,799	\$ 3,120,616
2030	\$ 4,772,505	\$ 1,312,606	\$ 3,459,899
2031	\$ 5,249,300	\$ 1,433,154	\$ 3,816,146
2032	\$ 5,749,935	\$ 1,559,730	\$ 4,190,205
2033	\$ 6,275,601	\$ 1,692,634	\$ 4,582,968
2034	\$ 6,827,551	\$ 1,832,183	\$ 4,995,368
2035	\$ 7,407,098	\$ 1,978,709	\$ 5,428,388
2036	\$ 8,015,622	\$ 2,132,563	\$ 5,883,060
2037	\$ 8,654,573	\$ 2,294,108	\$ 6,360,465
2038	\$ 9,325,471	\$ 2,463,731	\$ 6,861,740
2039	\$ 10,029,914	\$ 2,641,835	\$ 7,388,079
2040	\$ 11,100,181	\$ 2,955,575	\$ 8,144,606
	<b>\$ 110,219,554</b>	<b>\$ 30,241,377</b>	<b>\$ 79,978,177</b>

Exhibit 9a

Tax Year	Base Values	Projected Value	Captured Appraised Value	Collection Rate	Tax Rate	Increment Revenue	Affordable Housing	City Admin (5%)	Net Revenue(Less Transfers and AH)
2018	\$ 40,313,080	\$ 181,738,419	\$ 141,425,339	95.00%	0.56792	\$ 763,024	\$ 254,341.22	\$ 38,151	\$ 470,531
2019	\$ 40,313,080	\$ 190,825,340	\$ 150,512,260	95.00%	0.56792	\$ 812,050	\$ 270,683.26	\$ 40,602	\$ 500,764
2020	\$ 40,313,080	\$ 200,366,607	\$ 160,053,527	95.00%	0.56792	\$ 863,527	\$ 287,842.40	\$ 43,176	\$ 532,508
2021	\$ 40,313,080	\$ 210,384,937	\$ 170,071,857	95.00%	0.56792	\$ 917,578	\$ 305,859.50	\$ 45,879	\$ 565,840
2022	\$ 40,313,080	\$ 220,904,184	\$ 180,591,104	95.00%	0.56792	\$ 974,332	\$ 324,777.45	\$ 48,717	\$ 600,838
2023	\$ 40,313,080	\$ 231,949,393	\$ 191,636,313	95.00%	0.56792	\$ 1,033,924	\$ 344,641.30	\$ 51,696	\$ 637,586
2024	\$ 40,313,080	\$ 243,546,863	\$ 203,233,783	95.00%	0.56792	\$ 1,096,495	\$ 365,498.35	\$ 54,825	\$ 676,172
2025	\$ 40,313,080	\$ 255,724,206	\$ 215,411,126	95.00%	0.56792	\$ 1,162,195	\$ 387,398.24	\$ 58,110	\$ 716,687
2026	\$ 40,313,080	\$ 268,510,416	\$ 228,197,336	95.00%	0.56792	\$ 1,231,179	\$ 410,393.13	\$ 61,559	\$ 759,227
2027	\$ 40,313,080	\$ 281,935,937	\$ 241,622,857	95.00%	0.56792	\$ 1,303,613	\$ 434,537.77	\$ 65,181	\$ 803,895
2028	\$ 40,313,080	\$ 296,032,734	\$ 255,719,654	95.00%	0.56792	\$ 1,379,669	\$ 459,889.64	\$ 68,983	\$ 850,796
2029	\$ 40,313,080	\$ 310,834,371	\$ 270,521,291	95.00%	0.56792	\$ 1,459,527	\$ 486,509.10	\$ 72,976	\$ 900,042
2030	\$ 40,313,080	\$ 326,376,089	\$ 286,063,009	95.00%	0.56792	\$ 1,543,379	\$ 514,459.53	\$ 77,169	\$ 951,750
2031	\$ 40,313,080	\$ 342,694,894	\$ 302,381,814	95.00%	0.56792	\$ 1,631,422	\$ 543,807.49	\$ 81,571	\$ 1,006,044
2032	\$ 40,313,080	\$ 359,829,639	\$ 319,516,559	95.00%	0.56792	\$ 1,723,869	\$ 574,622.84	\$ 86,193	\$ 1,063,052
2033	\$ 40,313,080	\$ 377,821,121	\$ 337,508,041	95.00%	0.56792	\$ 1,820,937	\$ 606,978.96	\$ 91,047	\$ 1,122,911
2034	\$ 40,313,080	\$ 396,712,177	\$ 356,399,097	95.00%	0.56792	\$ 1,922,859	\$ 640,952.89	\$ 96,143	\$ 1,185,763
2035	\$ 40,313,080	\$ 416,547,785	\$ 376,234,705	95.00%	0.56792	\$ 2,029,877	\$ 676,625.51	\$ 101,494	\$ 1,251,757
2036	\$ 40,313,080	\$ 437,375,175	\$ 397,062,095	95.00%	0.56792	\$ 2,142,245	\$ 714,081.77	\$ 107,112	\$ 1,321,051
2037	\$ 40,313,080	\$ 459,243,933	\$ 418,930,853	95.00%	0.56792	\$ 2,260,232	\$ 753,410.83	\$ 113,012	\$ 1,393,810
2038	\$ 40,313,080	\$ 482,206,130	\$ 441,893,050	95.00%	0.56792	\$ 2,384,119	\$ 794,706.35	\$ 119,206	\$ 1,470,207
2039	\$ 40,313,080	\$ 506,316,437	\$ 466,003,357	95.00%	0.56792	\$ 2,514,200	\$ 838,066.65	\$ 125,710	\$ 1,550,423
2040	\$ 40,313,080	\$ 531,632,258	\$ 491,319,178	95.00%	0.63875	\$ 2,981,386	\$ 993,795.40	\$ 149,069	\$ 1,838,521
					<b>Total</b>	<b>\$ 35,951,639</b>	<b>\$ 11,983,860</b>	<b>\$ 1,797,582</b>	<b>\$ 22,170,177</b>

Notes:

(1) Base Year is Tax Year 2003

(2) Collection Rate for TY19 to TY40 is 95%

(3) The annual affordable housing set-aside will be the greater of one-third of the actual revenues or the amount reflected in Exhibit 9 of the Part C Plan.

Exhibit 3

Tax Year	Base Values	Projected Value	Captured Appraised Value	Collection Rate	Tax Rate	Increment Revenue	Affordable Housing	City Admin (5%)	Net Revenue (Less Transfers and AH)
2019	\$ 490,759,503	\$ 490,759,503	\$ -	95.00%	0.56792	\$ -	\$ -	\$ -	\$ -
2020	\$ 490,759,503	\$ 515,297,478	\$ 24,537,975	95.00%	0.56792	\$ 132,388	\$ 44,129	\$ 6,619	\$ 81,639
2021	\$ 490,759,503	\$ 541,062,352	\$ 50,302,849	95.00%	0.56792	\$ 271,396	\$ 90,465	\$ 13,570	\$ 167,361
2022	\$ 490,759,503	\$ 568,115,470	\$ 77,355,967	95.00%	0.56792	\$ 417,354	\$ 139,118	\$ 20,868	\$ 257,368
2023	\$ 490,759,503	\$ 596,521,243	\$ 105,761,740	95.00%	0.56792	\$ 570,610	\$ 190,203	\$ 28,530	\$ 351,876
2024	\$ 490,759,503	\$ 626,347,305	\$ 135,587,802	95.00%	0.56792	\$ 731,529	\$ 243,843	\$ 36,576	\$ 451,109
2025	\$ 490,759,503	\$ 657,664,671	\$ 166,905,168	95.00%	0.56792	\$ 900,493	\$ 300,164	\$ 45,025	\$ 555,304
2026	\$ 490,759,503	\$ 690,547,904	\$ 199,788,401	95.00%	0.56792	\$ 1,077,906	\$ 359,302	\$ 53,895	\$ 664,709
2027	\$ 490,759,503	\$ 725,075,299	\$ 234,315,796	95.00%	0.56792	\$ 1,264,190	\$ 421,397	\$ 63,209	\$ 779,584
2028	\$ 490,759,503	\$ 761,329,064	\$ 270,569,561	95.00%	0.56792	\$ 1,459,788	\$ 486,596	\$ 72,989	\$ 900,202
2029	\$ 490,759,503	\$ 799,395,517	\$ 308,636,014	95.00%	0.56792	\$ 1,665,165	\$ 555,055	\$ 83,258	\$ 1,026,852
2030	\$ 490,759,503	\$ 839,365,293	\$ 348,605,790	95.00%	0.56792	\$ 1,880,812	\$ 626,937	\$ 94,041	\$ 1,159,834
2031	\$ 490,759,503	\$ 881,333,558	\$ 390,574,055	95.00%	0.56792	\$ 2,107,241	\$ 702,414	\$ 105,362	\$ 1,299,465
2032	\$ 490,759,503	\$ 925,400,236	\$ 434,640,733	95.00%	0.56792	\$ 2,344,991	\$ 781,664	\$ 117,250	\$ 1,446,078
2033	\$ 490,759,503	\$ 971,670,248	\$ 480,910,745	95.00%	0.56792	\$ 2,594,629	\$ 864,876	\$ 129,731	\$ 1,600,021
2034	\$ 490,759,503	\$ 1,020,253,760	\$ 529,494,257	95.00%	0.56792	\$ 2,856,749	\$ 952,250	\$ 142,837	\$ 1,761,662
2035	\$ 490,759,503	\$ 1,071,266,448	\$ 580,506,945	95.00%	0.56792	\$ 3,131,974	\$ 1,043,991	\$ 156,599	\$ 1,931,384
2036	\$ 490,759,503	\$ 1,124,829,771	\$ 634,070,268	95.00%	0.56792	\$ 3,420,961	\$ 1,140,320	\$ 171,048	\$ 2,109,593
2037	\$ 490,759,503	\$ 1,181,071,259	\$ 690,311,756	95.00%	0.56792	\$ 3,724,398	\$ 1,241,466	\$ 186,220	\$ 2,296,712
2038	\$ 490,759,503	\$ 1,240,124,822	\$ 749,365,319	95.00%	0.56792	\$ 4,043,006	\$ 1,347,669	\$ 202,150	\$ 2,493,187
2039	\$ 490,759,503	\$ 1,302,131,063	\$ 811,371,560	95.00%	0.56792	\$ 4,377,544	\$ 1,459,181	\$ 218,877	\$ 2,699,486
2040	\$ 490,759,503	\$ 1,367,237,616	\$ 876,478,113	95.00%	0.56792	\$ 4,728,810	\$ 1,576,270	\$ 236,440	\$ 2,916,099
		<b>Total</b>				<b>\$ 43,701,934</b>	<b>\$ 14,567,311</b>	<b>\$ 2,185,097</b>	<b>\$ 26,949,526</b>

Notes:

(1) Base Year is Tax Year 2018

(2) Collection Rate for TY19 to TY40 uses 95%

(3) The annual affordable housing set-aside will be the greater of one-third of the actual revenues or the amount reflected in Exhibit 9 of the Part C Plan.

Exhibit 4

Tax Year	Base Values	Projected Value	Captured Appraised Value	Collection Rate	Tax Rate	Increment Revenue	Affordable Housing	City Admin (5%)	Net Revenue(Less Transfers and AH)
2019	\$ 490,759,503	\$ 490,759,503	\$ -	95.00%	0.40713	\$ -	\$ -	\$ -	\$ -
2020	\$ 490,759,503	\$ 515,297,478	\$ 24,537,975	95.00%	0.40713	\$ 94,906	\$ 31,635	\$ 4,745	\$ 58,526
2021	\$ 490,759,503	\$ 541,062,352	\$ 50,302,849	95.00%	0.40713	\$ 194,558	\$ 64,853	\$ 9,728	\$ 119,977
2022	\$ 490,759,503	\$ 568,115,470	\$ 77,355,967	95.00%	0.40713	\$ 299,192	\$ 99,731	\$ 14,960	\$ 184,502
2023	\$ 490,759,503	\$ 596,521,243	\$ 105,761,740	95.00%	0.40713	\$ 409,058	\$ 136,353	\$ 20,453	\$ 252,253
2024	\$ 490,759,503	\$ 626,347,305	\$ 135,587,802	95.00%	0.40713	\$ 524,418	\$ 174,806	\$ 26,221	\$ 323,391
2025	\$ 490,759,503	\$ 657,664,671	\$ 166,905,168	95.00%	0.40713	\$ 645,545	\$ 215,182	\$ 32,277	\$ 398,086
2026	\$ 490,759,503	\$ 690,547,904	\$ 199,788,401	95.00%	0.40713	\$ 772,729	\$ 257,576	\$ 38,636	\$ 476,516
2027	\$ 490,759,503	\$ 725,075,299	\$ 234,315,796	95.00%	0.40713	\$ 906,271	\$ 302,090	\$ 45,314	\$ 558,867
2028	\$ 490,759,503	\$ 761,329,064	\$ 270,569,561	95.00%	0.40713	\$ 1,046,491	\$ 348,830	\$ 52,325	\$ 645,336
2029	\$ 490,759,503	\$ 799,395,517	\$ 308,636,014	95.00%	0.40713	\$ 1,193,722	\$ 397,907	\$ 59,686	\$ 736,129
2030	\$ 490,759,503	\$ 839,365,293	\$ 348,605,790	95.00%	0.40713	\$ 1,348,315	\$ 449,438	\$ 67,416	\$ 831,461
2031	\$ 490,759,503	\$ 881,333,568	\$ 390,574,055	95.00%	0.40713	\$ 1,510,637	\$ 503,546	\$ 75,532	\$ 931,559
2032	\$ 490,759,503	\$ 925,400,236	\$ 434,640,733	95.00%	0.40713	\$ 1,681,075	\$ 560,358	\$ 84,054	\$ 1,036,663
2033	\$ 490,759,503	\$ 971,670,248	\$ 480,910,745	95.00%	0.40713	\$ 1,860,035	\$ 620,012	\$ 93,002	\$ 1,147,022
2034	\$ 490,759,503	\$ 1,020,253,760	\$ 529,494,257	95.00%	0.40713	\$ 2,047,943	\$ 682,648	\$ 102,397	\$ 1,262,898
2035	\$ 490,759,503	\$ 1,071,266,448	\$ 580,506,945	95.00%	0.40713	\$ 2,245,247	\$ 748,416	\$ 112,262	\$ 1,384,569
2036	\$ 490,759,503	\$ 1,124,829,771	\$ 634,070,268	95.00%	0.40713	\$ 2,452,416	\$ 817,472	\$ 122,621	\$ 1,512,323
2037	\$ 490,759,503	\$ 1,181,071,259	\$ 690,311,756	95.00%	0.40713	\$ 2,669,943	\$ 889,981	\$ 133,497	\$ 1,646,465
2038	\$ 490,759,503	\$ 1,240,124,822	\$ 749,365,319	95.00%	0.40713	\$ 2,898,346	\$ 966,115	\$ 144,917	\$ 1,787,314
2039	\$ 490,759,503	\$ 1,302,131,063	\$ 811,371,560	95.00%	0.40713	\$ 3,138,170	\$ 1,046,057	\$ 156,909	\$ 1,935,205
2040	\$ 490,759,503	\$ 1,367,237,616	\$ 876,478,113	95.00%	0.40713	\$ 3,389,985	\$ 1,129,995	\$ 169,499	\$ 2,090,491
		<b>Total</b>				<b>\$ 31,329,005</b>	<b>\$ 10,443,002</b>	<b>\$ 1,566,450</b>	<b>\$ 19,319,553</b>

Notes:

(1) Base Year is Tax Year 2018

(2) Collection Rate for TY19 to TY40 uses 95%

(3) The annual affordable housing set-aside will be the greater of one-third of the actual revenues or the amount reflected in Exhibit 9 of the Part C Plan.