

**LAKE HOUSTON REDEVELOPMENT AUTHORITY**

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**JOINT MEETING OF THE BOARDS OF DIRECTORS**

**JUNE 9, 2022**

**BOARD PACKET**

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**REINVESTMENT ZONE NUMBER TEN**

**CITY OF HOUSTON, TEXAS**

AGENDA FOR MEETING OF THE BOARD OF DIRECTORS  
LAKE HOUSTON REDEVELOPMENT AUTHORITY  
REINVESTMENT ZONE NUMBER TEN, CITY OF HOUSTON, TEXAS (LAKE HOUSTON ZONE)

Notice is hereby given that the Board of Directors of Lake Houston Redevelopment Authority (Authority), and Tax Increment Reinvestment Zone Number Ten, Lake Houston Zone (Zone), will hold a joint meeting on **Thursday, June 9, 2022**, at 8:00 a.m., at the Kingwood Community Center, 4102 Rustic Woods Drive, Kingwood, Texas 77345, and is open to the public, to consider, discuss and adopt such orders, resolutions or motions, and take 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. Approve minutes from last meeting.
3. Comments from Council District E, Mayor Pro Tem Dave Martin.
4. Receive public comment.
5. Financial and bookkeeping matters, including acceptance of Financial Report, approving the payment of bills.
6. Engage McCall Gibson Swedlund Barfoot PLLC, to prepare Audit for fiscal year ending June 30, 2022.
7. Discussion and possible action to approve Advanced Funding Agreement for Surface Transportation Block Grant Program Off-System by and between the Texas Department of Transportation and the Lake Houston Redevelopment Authority.
8. HNTB Report on Northpark Drive Overpass (T-1013) Project, including approving task orders, pay estimates, change orders, and final acceptance including:
  - a. Right-of-way Acquisition Map.
9. HNTB Report on Northpark Drive Reconstruction (T-1014) Project, including approving task orders, pay estimates, change orders, and final acceptance including
10. Receive 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. Discuss meeting schedule including date and time of next meeting for **August 11, 2022, at 8:00 a.m.**
12. Convene in Executive Session pursuant to section 551.087, Texas Government Code, to receive advice from legal counsel and discuss matters relating to pending or contemplated litigation, personnel matters, gifts and donations, real estate transactions, the deployment, or specific occasions for the implementation of, security personnel or devices and or economic development negotiations.
13. Reconvene in Open Session and authorize appropriate action regarding economic development negotiations.
14. Adjourn.



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Ralph De Leon, Administrator for the Authority

An electronic copy of the Agenda and Board Packet can be found at: [info@lhra.com](mailto:info@lhra.com)

TAB

TWO

LAKE HOUSTON REDEVELOPMENT AUTHORITY AND  
TAX INCREMENT REINVESTMENT ZONE NUMBER TEN,  
CITY OF HOUSTON, TEXAS  
JOINT BOARD OF DIRECTORS MEETING

April 14, 2022

The Board of Directors (the “Board”) of both the Lake Houston Redevelopment Authority (the “Authority”) and the Tax Increment Reinvestment Zone Number Ten, City of Houston, Texas (the “Zone”) met at 8:00 a.m., at the Kingwood Community Center, 4102 Rustic Woods Drive, Kingwood, Texas 77345, and was open to the public, to consider, discuss and adopt such orders, resolutions or motions, and take direct or indirect actions as may be necessary, convenient, or desirable with respect to the following matters:

Kimberly Brusatori	Position 1
Jeffery Nielsen	Position 2, Assistant Secretary
Philip Ivy	Position 3, Vice Chair
Tom Broad	Position 4, Secretary
Stan Sarman	Position 5, Chairman
Billie Beattie	Position 6
Dr. Martin Basaldua	Position 7

and all of the above were present, thus constituting a quorum.

Also attending the meeting were, Mayor Pro-Tem Dave Martin, Dustin Hodges, Jessica Beemer and Jennifer Curley of the City of Houston (the “City”), Bruce Olson, *The Tribune*; Ralph De Leon of TIFWorks, LLC; Mark Arnold and Kelly Cashman of Hunton Andrews Kurth LLP; Dee Price of the Kingwood Service Association; LeRon Wilson of the Hiram Clarke Fort Bend – Houston Redevelopment Authority; James Shanks of Halfff and Associates, Inc.; and Kingwood Resident Allen Brown.

1. **Establish quorum and call to order.** Chairman Sarman conducted a roll call of Board Members present and called the meeting to order at 8:00 a.m.
2. **Approve minutes from last meeting.** After review and discussion, Director Broad motioned to adopt the minutes from the March 10, 2022 Board of Directors meeting, which was seconded by Director Ivy, and which passed by unanimous vote.
3. **Comments from Council District E, Mayor Pro Tem (“MPT”) Dave Martin.** MPT Martin noted that all Board Members were reappointed by City Council on March 30, 2022 and acknowledged Humble ISD appointee Billie Beattie as a new Board member of the Authority. Additionally, MPT Martin emphasized the importance of continued efforts related to flood remediation projects needed in Kingwood. MPT Martin reported a District E Town Hall meeting

# DRAFT

was scheduled for April 19, 2022 at 6:00 p.m. at the Kingwood Community Center and encouraged members of the public to attend as the City was undergoing the process of reconfiguring City Council Districts based on the 2020 Census results.

4. **Receive public comment.** Mr. Brown acknowledged the ongoing efforts of the Authority towards improving the quality of life for Kingwood residents.
5. **Financial and bookkeeping matters, including acceptance of Financial Report, approving the payment of bills.** Mr. De Leon provided an overview of the Financial Statements and recent payments related to right-of-way acquisition needed for the T-1013 Project (Northpark Drive Overpass Project) and the debt service payment for the Series 2021 Bond. Director Broad motioned to accept the Financial Statements, authorize payment of current invoices and ratify payment of expenditures related to right-of-way acquisition, which was seconded by Director Brusatori and which passed by unanimous vote.
6. **Request termination of or otherwise terminate the Public Improvement Agreement with Kellington Investments Limited, Biltmore Limited, CET Limited, and Kech 1 Limited.** Director Sarman and Mr. Arnold reviewed the terms and conditions of the Public Improvement Agreement, and noted the TIRZ could terminate the Agreement if the developer had not commenced work on the public improvements within five years from the Effective Date. After review and discussion Director Ivy motioned to terminate the Public Improvement Agreement between the Zone and Kellington Investments Limited, Biltmore Limited, CET Limited, and Kech 1 Limited, which was second by Director Neilsen and which passed by unanimous vote.
7. **Adopt Fiscal Year 2023 Operating Budget of the Authority and the Fiscal Year 2023 thru 2027 Capital Improvement Plan Budget of the Zone.** Mr. De Leon provided an overview of the proposed annual Operating Budget of the Authority and the 5-Year CIP Budget of the Zone. Mr. De Leon noted that the T-1013 (Northpark Drive Overpass Project) and the T-1014 Project (Northpark Drive Reconstruction Project) were the main focus of the CIP Project for the next five years. Additionally, Mr. De Leon noted the State had divided the T-1014 Project into two separate Contracts based on County lines (Montgomery and Harris Counties), and the Budget now included two Form A's, one the T-1014A Project (Montgomery County) and one the T-1014B Project (Harris County), needed to track to the State's designation. After review and discussion Director Broad motioned to adopt the draft Fiscal Year 2023 Operating Budget of the Authority and the Fiscal Years 2023 thru 2027 Capital Improvement Budget of the Zone and authorize forwarding to the City for consideration and approval, which was seconded by Director Beattie and which passed by unanimous vote.
8. **HNTB Report on Northpark Drive Overpass (T-1013) Project, including approving task orders, pay estimates, change orders, and final acceptance.** Mr. De Leon and Director Sarman reported the right-of-way acquisition process had proceeded and all parcels east of State Loop 494 were now either owned by the Authority or the Authority had obtained a right-of-entry and once the Construction Plans were approved by the City, the Authority could move forward with bidding the T-1013 Project.

9. **HNTB Report on Northpark Drive Reconstruction (T-1014) Project, including approve task orders, pay estimates, change orders, and final acceptance.** Director Sarman reported the Comprehensive Drainage Study for the T-1014 Project had been completed and submitted to the regulatory agencies for review, and that the horizontal and vertical profile had been finalized. Mr. De Leon reported that due to the State designation dividing the T-1014 Project into two Contracts, Houston-Galveston Area Council (HGAC) staff needed to resubmit the Harris County portion (T-1014B) to the Federal Highway Administration and the Transportation Policy Council of HGAC for inclusion in the Statewide Transportation Improvement Program (STIP) expected to occur July 2022. Once the T-1014B Project was entered into the STIP, TxDOT would enter into an Advanced Funding Agreement (AFA) with the Authority, and commence the 30% Construction Plan reviews.
10. **Receive 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.** There were no reports.
11. **Discuss meeting schedule including date and time of next meeting for May 12, 2022, at 8:00 a.m.** No action was taken.
12. **Convene in Executive Session pursuant to section 551.087, Texas Government Code, to discuss economic development matters of the Zone.** The Board did not convene into Executive Session.
13. **Reconvene in Open Session and authorize appropriate action regarding economic development negotiations.** No action was taken.
14. **Adjourn.** At 8:45 a.m., Director Sarman motioned to adjourn, which was seconded by Director Balsadua, and which passed unanimously.

TAB

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As of 6/1/2022

HAK General Counsel	\$	1,245.75
HAK T-1013 Invoice	\$	8,742.50
HAK T-1013 Parcel 10 Invoice	\$	5,946.50
HAK T-1013 Parcel 14 Invoice	\$	26,184.50
HAK T-1013 Parcel 20 Invoice	\$	941.82
HAK T-1013 Parcel 4 Invoice	\$	1,792.15
HNTB T-1013 Invoice	\$	1,342.16
HNTB T-1014A & T-1014B Invoice	\$	18,355.14
TIFWorks Invoice	\$	9,270.00
WPM Invoice	\$	85.00
<b>Sub-Total Invoices This Period</b>	<b>\$</b>	<b>73,905.52</b>



# HUNTON ANDREWS KURTH

HUNTON ANDREWS KURTH LLP  
600 TRAVIS, STE. 4200  
HOUSTON, TX 77002

TEL 713 • 220 • 4200  
FAX 804 • 788 • 8218

EIN 54-0572269

## INVOICE SUMMARY

Lake Houston Redevelopment Authority  
ATTN: Ralph De Leon  
c/o The Morton Associates  
1125 Cypress Station Drive, Suite H-4  
Houston, TX 77090-3062

FILE NUMBER: 122208.0000007  
INVOICE NUMBER: 131791005  
DATE: 05/27/2022

CLIENT NAME: Lake Houston Redevelopment Authority

BILLING ATTORNEY: MARK B ARNOLD

Statement for professional services and charges rendered in connection with the referenced matter(s), for the period ending April 30, 2022 per the attached itemization:

## CURRENT INVOICE SUMMARY:

### RE: (Hunton # 122208.0000007) General Counsel Services

Current Fees:	\$ 950.00
Current Charges:	295.75
<b>CURRENT INVOICE AMOUNT DUE:</b>	<b>\$ 1,245.75</b>

TO RECEIVE PROPER CREDIT, PLEASE ATTACH REMITTANCE COPY WITH PAYMENT.

FOR BILLING INQUIRIES, PLEASE CALL: 804-788-8555

To Pay By Mail:  
HUNTON ANDREWS KURTH LLP  
PO BOX 405759  
ATLANTA, GA 30384-5759

To Pay by Wire Transfer or ACH:  
Bank: Truist Bank, Richmond, VA  
Account Name: Hunton Andrews Kurth LLP Operating  
Account Number: 001458094  
ABA Transit: 061000104  
Swift Code (International): SNTRUS3A  
Information with Wire: File: 122208.0000007, Inv: 131791005, Date: 05/27/2022

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BILLING ATTORNEY: MARK B ARNOLD

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#### RE: (Hunton # 122208.0000007) General Counsel Services

Current Fees: \$ 950.00  
Current Charges: 295.75

**CURRENT INVOICE AMOUNT DUE: \$ 1,245.75**

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To Pay By Mail:  
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PO BOX 405759  
ATLANTA, GA 30384-5759

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## INVOICE DETAIL

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ATTN: Ralph De Leon  
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Houston, TX 77090-3062

FILE NUMBER: 122208.0000007  
INVOICE NUMBER: 131791005  
DATE: 05/27/2022

CLIENT NAME: Lake Houston Redevelopment Authority

BILLING ATTORNEY: MARK B ARNOLD

## RE: (Hunton # 122208.0000007) General Counsel Services

### FOR PROFESSIONAL SERVICES RENDERED THROUGH APRIL 30, 2022:

DATE	TIMEKEEPER	DESCRIPTION	HOURS	VALUE
04/11/2022	K W CASHMAN	Work on agenda books for April 14, 2022 Board meeting.	1.50	570.00
04/12/2022	K W CASHMAN	Prepare for April 14, 2022 Board meeting; finalize board books and coordinate delivery of books.	1.00	380.00
<b>TOTALS</b>			<b>2.50</b>	<b>950.00</b>

### TIMEKEEPER SUMMARY:

TIMEKEEPER	STATUS	HOURS	RATE	VALUE
K W CASHMAN	Paralegal	2.50	380.00	950.00
<b>TOTAL FEES (\$)</b>				<b>950.00</b>

### FOR COSTS ADVANCED AND EXPENSES INCURRED:

CODE	DESCRIPTION	DATE	DESCRIPTION	AMOUNT
E101	Copying			256.50
TOTAL E101 COPYING				256.50
E107	Delivery/Messenger Services			39.25
TOTAL E107 DELIVERY/MESSENGER SERVICES				39.25
<b>TOTAL CURRENT EXPENSES (\$)</b>				<b>295.75</b>

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HUNTON ANDREWS KURTH LLP

CLIENT NAME: Lake Houston Redevelopment Authority

FILE NUMBER: 122208.0000007

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INVOICE: 131791005

DATE: 05/27/2022

PAGE: 2

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**INVOICE SUMMARY:**

Current Fees: \$ 950.00

Current Charges: 295.75

**CURRENT INVOICE AMOUNT DUE: \$ 1,245.75**

May 13, 2022

**BY E-MAIL ([ralph@tifworks.com](mailto:ralph@tifworks.com); [melissacpa@themortonassociates.com](mailto:melissacpa@themortonassociates.com))**

Lake Houston Redevelopment Authority  
c/o The Morton Associates  
1125 Cypress Station Drive, Suite H-4  
Houston, Texas 77090-3062

Attention: Melissa Morton

Re: T-1013 – Northpark Drive Overpass Project

Dear Ms. Morton:

Enclosed is our Firm's invoice 131790387 for legal services rendered through April 30, 2022, in connection with the referenced matter. Please review this invoice and place it in line for payment at your convenience. If you have any questions concerning this invoice, please call me at (713) 220-4709.

Thank you for your attention to this matter.

Very truly yours,

  
J. Mark Breeding

Enclosure

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1125 Cypress Station Drive, Suite H-4  
Houston, TX 77090-3062

FILE NUMBER: 122208.0000001  
INVOICE NUMBER: 131790387  
DATE: 05/13/2022

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CLIENT NAME: Lake Houston Redevelopment Authority

BILLING ATTORNEY: JOHN MARK BREEDING

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Statement for professional services and charges rendered in connection with the referenced matter(s), for the period ending April 30, 2022 per the attached itemization:

## CURRENT INVOICE SUMMARY:

**RE: (Hunton # 122208.0000001, Client's # T-1013) T-1013 - Northpark Drive Overpass Project**

Current Fees:	\$ 8,742.50
Current Charges:	0.00
<b>CURRENT INVOICE AMOUNT DUE:</b>	<b>\$ 8,742.50</b>

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BILLING ATTORNEY: JOHN MARK BREEDING

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**RE: (Hunton # 122208.0000001, Client's # T-1013) T-1013 - Northpark Drive Overpass Project**

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Current Charges:	0.00
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EIN 54-0572269

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Lake Houston Redevelopment Authority  
ATTN: Melissa Morton  
c/o The Morton Associates  
1125 Cypress Station Drive, Suite H-4  
Houston, TX 77090-3062

FILE NUMBER: 122208.0000001  
INVOICE NUMBER: 131790387  
DATE: 05/13/2022

CLIENT NAME: Lake Houston Redevelopment Authority  
BILLING ATTORNEY: JOHN MARK BREEDING

**RE: (Hunton # 122208.0000001, Client's # T-1013) T-1013 - Northpark Drive Overpass Project**

## FOR PROFESSIONAL SERVICES RENDERED THROUGH APRIL 30, 2022:

DATE	TIMEKEEPER	DESCRIPTION	HOURS	VALUE
04/01/2022	J M BREEDING	Review and analyze correspondence from Mr. McFarland, attorney for the Parcel 1 landowner (Verona Investments H, LLC) providing communication from Mr. Hodge, attorney for the Parcel 1 tenant (Chick-fil-A), providing proposed revisions to the draft right of entry agreement; preparation of correspondence to Mr. McFarland regarding same; attention to strategy for negotiations relating to same.	0.50	312.50
04/04/2022	M D MORFEY	Participate in bi-weekly conference call on project status and strategy.	0.70	437.50
04/04/2022	R J HILL	Preparation for and participation in a weekly telephone conference regarding title, appraisal, and negotiation regarding various properties; attention to easement issues, appraisal, project timeline, and title.	0.80	328.00
04/04/2022	J M BREEDING	Preparation for and telephone conference with Mr. Sarman, Mr. De Leon, Mr. Bonjonia with PAS, Mr. Morfey, and Mr. Hill regarding title, negotiation, condemnation, and appraisal issues; attention to review and analysis of same and to appraisal and negotiation issues.	0.70	437.50



HUNTON ANDREWS KURTH LLP		INVOICE:	131790387
CLIENT NAME:	Lake Houston Redevelopment Authority	DATE:	05/13/2022
FILE NUMBER:	122208.0000001	PAGE:	2

DATE	TIMEKEEPER	DESCRIPTION	HOURS	VALUE
04/05/2022	M D MORFEY	Review Chick-fil-A's proposed revisions to right of entry agreement relating to Parcel 1 and address issues relating to same.	0.50	312.50
04/05/2022	J M BREEDING	Review and analyze correspondence from Ms. Harlan, attorney for Parcel 1 landowner (Verona Investments H, LLC) transmitting revisions proposed by tenant Chick-fil-A concerning the proposed right of entry agreement; preparation of correspondence to Mr. Sarman and Mr. De Leon transmitting same for review; attention to right of entry issues an strategy for negotiations relating to same.	0.80	500.00
04/06/2022	J M BREEDING	Review and analyze correspondence from Ms. Harlan, attorney for the Parcel 1 landowner (Verona Investments H, LLC) regarding request for name of contact person for the City's contractor in the proposed right of entry agreement; preparation of correspondence to Ms. Harlan regarding same; attention to negotiation issues.	0.30	187.50
04/07/2022	J M BREEDING	Review and analyze correspondence from Mr. McFarland, attorney for Parcel 1 landowner (Verona Investments H, LLC), suggesting revision to the draft right of entry agreement concerning the provision a contact person for the City contractor after the construction contract is let; review and respond to correspondence from Ms. Harlan, attorney for Parcel 1 landowner, regarding status of comments to proposed revisions to the draft right of entry agreement; attention to negotiation issues concerning right of entry agreement.	0.50	312.50
04/13/2022	J M BREEDING	Attention to preparation of revisions to proposed right of entry agreement relating to Parcel 1 (Verona Investments H, LLC) and adding provision relating to timing for notification as to contact person with the City's contractor; attention to right of entry issues and strategy for negotiations.	0.50	312.50

HUNTON ANDREWS KURTH LLP	INVOICE:	131790387
CLIENT NAME: Lake Houston Redevelopment Authority	DATE:	05/13/2022
FILE NUMBER: 122208.0000001	PAGE:	3

DATE	TIMEKEEPER	DESCRIPTION	HOURS	VALUE
04/16/2022	R J HILL	Review and analyze comments to the Right of Entry Agreement for Parcel 1 provided by the landowner's counsel and the tenant's counsel; preparation of revisions to the Right of Entry Agreement in consideration of the same.	1.70	697.00
04/18/2022	R J HILL	Preparation for and participation in a weekly telephone conference regarding title, appraisal, and negotiation regarding various properties; continue to review and revise the draft Right of Entry Agreement for Parcel 1; attention to easement issues, appraisal, project timeline, and title.	3.60	1,476.00
04/18/2022	M D MORFEY	Review and approve revised draft of Right of Entry agreement.	0.20	125.00
04/18/2022	J M BREEDING	Review and respond to correspondence from Ms. Harlan, attorney for Parcel 1 landowner (Verona Investments H, LLC) regarding status of review and comment as to proposed revisions to the proposed right of entry agreement; attention to preparation of revisions to draft right of entry agreement and related negotiation issues.	0.30	187.50
04/24/2022	J M BREEDING	Review and analyze revised right of entry agreement relating to Parcel 1 (Verona Investments H, LLC & Chick-fil-A) attention to strategy for negotiations concerning same.	0.50	312.50
04/25/2022	R J HILL	Review, analyze and continue to revise the draft Right of Entry Agreement for Parcel 1; begin to review and analyze the status of various parcels in preparation of a draft acquisition status map; begin to prepare the same; preparation for a telephone conference with WFG title.	1.30	533.00
04/25/2022	J M BREEDING	Telephone conference with Mr. Baker, attorney for defendant, regarding proposed waiver of right of first refusal; review, analyze, and respond to correspondence from Mr. Sarman regarding defendant providing waiver of right of first refusal as required by the title company in order to issue title	0.50	312.50

HUNTON ANDREWS KURTH LLP	INVOICE:	131790387
CLIENT NAME: Lake Houston Redevelopment Authority	DATE:	05/13/2022
FILE NUMBER: 122208.0000001	PAGE:	4

DATE	TIMEKEEPER	DESCRIPTION	HOURS	VALUE
		insurance; attention to finalization of settlement agreement; review, analyze, and prepare comments concerning visual aid of the acquisitions, pending condemnation actions, and outstanding road right of way easements to be acquired for Board presentation.		
04/28/2022	R J HILL	Continue to review and analyze the status of various parcels in preparation of a draft acquisition status map; continue to prepare the same; preparation for a telephone conference with WFG title regarding Mr. Sarman being the person to sign on behalf of the Lake Houston Redevelopment Authority and the City under the Tri-Party Agreement.	2.20	902.00
04/28/2022	M D MORFEY	Work on color-coded project map requested by Mr. De Leon.	0.60	375.00
04/28/2022	J M BREEDING	Review, analyze, and prepare comments concerning map demonstrating status of acquisition project requested by Mr. De Leon; review, analyze, and approve revised map to used at the upcoming Board meeting; attention to status of various acquisitions and pending condemnation actions.	0.50	312.50
04/29/2022	R J HILL	Continue to review and revise the draft Acquisition Status Maps requested by Mr. De Leon; preparation of correspondence to Mr. De Leon transmitting the same.	0.90	369.00
<b>TOTALS</b>			<b>17.60</b>	<b>8,742.50</b>

**TIMEKEEPER SUMMARY:**

TIMEKEEPER	STATUS	HOURS	RATE	VALUE
J M BREEDING	Partner	5.10	625.00	3,187.50
M D MORFEY	Partner	2.00	625.00	1,250.00
R J HILL	Associate	10.50	410.00	4,305.00
<b>TOTAL FEES (\$)</b>				<b>8,742.50</b>

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HUNTON ANDREWS KURTH LLP  
CLIENT NAME: Lake Houston Redevelopment Authority  
FILE NUMBER: 122208.0000001

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INVOICE: 131790387  
DATE: 05/13/2022  
PAGE: 5

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INVOICE SUMMARY:

Current Fees:	\$ 8,742.50
Current Charges:	0.00
<b>CURRENT INVOICE AMOUNT DUE:</b>	<b>\$ 8,742.50</b>

May 13, 2022

**BY E-MAIL ([ralph@tifworks.com](mailto:ralph@tifworks.com); [melissacpa@themortonassociates.com](mailto:melissacpa@themortonassociates.com))**

Lake Houston Redevelopment Authority  
c/o The Morton Associates  
1125 Cypress Station Drive, Suite H-4  
Houston, Texas 77090-3062

Attention: Melissa Morton

Re: T-1013 – Northpark Drive Overpass Project (City of Houston v. Northpark Equity, LLC, et al.) – Parcel 4

Dear Ms. Morton:

Enclosed is our Firm's invoice 131790390 for legal services rendered through April 30, 2022, in connection with the referenced matter. Please review this invoice and place it in line for payment at your convenience. If you have any questions concerning this invoice, please call me at (713) 220-4709.

Thank you for your attention to this matter.

Very truly yours,

  
J. Mark Breeding

Enclosure

# HUNTON ANDREWS KURTH

HUNTON ANDREWS KURTH LLP  
600 TRAVIS, STE. 4200  
HOUSTON, TX 77002

TEL 713 • 220 • 4200  
FAX 804 • 788 • 8218

EIN 54-0572269

## INVOICE SUMMARY

Lake Houston Redevelopment Authority  
ATTN: Melissa Morton  
c/o The Morton Associates  
1125 Cypress Station Drive, Suite H-4  
Houston, TX 77090-3062

FILE NUMBER: 122208.0000012  
INVOICE NUMBER: 131790390  
DATE: 05/13/2022

CLIENT NAME: Lake Houston Redevelopment Authority

BILLING ATTORNEY: JOHN MARK BREEDING

Statement for professional services and charges rendered in connection with the referenced matter(s), for the period ending April 30, 2022 per the attached itemization:

## CURRENT INVOICE SUMMARY:

**RE: (Hunton # 122208.0000012) T-1013 - Northpark Drive Overpass Project; City of Houston v. NorthPark Equity, LLC, et al. - Parcel 4: Lake Houston Redevelopment Authority**

Current Fees:	\$ 1,685.50
Current Charges:	106.65
<b>CURRENT INVOICE AMOUNT DUE:</b>	<b>\$ 1,792.15</b>

TO RECEIVE PROPER CREDIT, PLEASE ATTACH REMITTANCE COPY WITH PAYMENT.

FOR BILLING INQUIRIES, PLEASE CALL: 804-788-8555

To Pay By Mail:  
HUNTON ANDREWS KURTH LLP  
PO BOX 405759  
ATLANTA, GA 30384-5759

To Pay by Wire Transfer or ACH:  
Bank: Truist Bank, Richmond, VA  
Account Name: Hunton Andrews Kurth LLP Operating  
Account Number: 001458094  
ABA Transit: 061000104  
Swift Code (International): SNTRUS3A  
Information with Wire: File: 122208.0000012, Inv: 131790390, Date: 05/13/2022

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EIN 54-0572269

## INVOICE SUMMARY-REMITTANCE PAGE

Lake Houston Redevelopment Authority  
ATTN: Melissa Morton  
c/o The Morton Associates  
1125 Cypress Station Drive, Suite H-4  
Houston, TX 77090-3062

FILE NUMBER: 122208.0000012  
INVOICE NUMBER: 131790390  
DATE: 05/13/2022

CLIENT NAME: Lake Houston Redevelopment Authority

BILLING ATTORNEY: JOHN MARK BREEDING

Statement for professional services and charges rendered in connection with the referenced matter(s), for the period ending April 30, 2022 per the attached itemization:

### CURRENT INVOICE SUMMARY:

**RE: (Hunton # 122208.0000012) T-1013 - Northpark Drive Overpass Project; City of Houston v. NorthPark Equity, LLC, et al. - Parcel 4: Lake Houston Redevelopment Authority**

Current Fees:	\$ 1,685.50
Current Charges:	106.65
<b>CURRENT INVOICE AMOUNT DUE:</b>	<b>\$ 1,792.15</b>

TO RECEIVE PROPER CREDIT, PLEASE ATTACH REMITTANCE COPY WITH PAYMENT.

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Information with Wire: File: 122208.0000012, Inv: 131790390, Date: 05/13/2022

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EIN 54-0572269

## INVOICE DETAIL

Lake Houston Redevelopment Authority  
ATTN: Melissa Morton  
c/o The Morton Associates  
1125 Cypress Station Drive, Suite H-4  
Houston, TX 77090-3062

FILE NUMBER: 122208.0000012  
INVOICE NUMBER: 131790390  
DATE: 05/13/2022

CLIENT NAME: Lake Houston Redevelopment Authority

BILLING ATTORNEY: JOHN MARK BREEDING

**RE: (Hunton # 122208.0000012) T-1013 - Northpark Drive Overpass Project; City of Houston v. NorthPark Equity, LLC, et al. - Parcel 4: Lake Houston Redevelopment Authority**

## FOR PROFESSIONAL SERVICES RENDERED THROUGH APRIL 30, 2022:

DATE	TIMEKEEPER	DESCRIPTION	HOURS	VALUE
04/04/2022	R J HILL	Review, analyze, and respond to Ms. Arronowitz, the attorney for MOD pizza, regarding the status of the matter pending in District Court; review and analyze the signed Agreed Final Judgment; prepare correspondence to Mr. Sarman and Mr. Bonjonia regarding the funds for deposit in the registry of the Court.	0.50	205.00
04/05/2022	R J HILL	Review, analyze, and respond to Ms. Arronowitz, the attorney for MOD pizza, regarding the status of the matter pending in District Court.	0.30	123.00
04/07/2022	J M BREEDING	Attention to timing for recordation of the certified copy of the Agreed Final Judgment in the Montgomery County Real Property Records after settlement funds are deposited into the registry of the Court and finalization of settlement agreement.	0.20	125.00
04/08/2022	R J HILL	Review, analyze, and respond to correspondence from Mr. Sarman regarding the settlement funds to be deposited in the registry of the Court.	0.30	123.00
04/11/2022	R J HILL	Review the check representing the just compensation for the acquisition of the easement; review and revise correspondence to the Montgomery County Clerk regarding the same.	0.40	164.00



HUNTON ANDREWS KURTH LLP	INVOICE:	131790390
CLIENT NAME: Lake Houston Redevelopment Authority	DATE:	05/13/2022
FILE NUMBER: 122208.0000012	PAGE:	2

DATE	TIMEKEEPER	DESCRIPTION	HOURS	VALUE
04/11/2022	J M BREEDING	Review, analyze, and revise correspondence to the County Clerk transmitting the settlement check as ordered in the Agreed Final Judgment; preparation of correspondence to Mr. Sarman regarding delivery of the check for deposit with the Court; attention to finalization of settlement agreement.	0.50	312.50
04/12/2022	D K DRAKE	E-record the certified copy of the agreed final judgment; draft the release of lis pendens.	0.80	220.00
04/13/2022	D K DRAKE	Revise and e-record release of lis pendens.	0.60	165.00
04/13/2022	R J HILL	Review, revise, and approve the draft Release of Lis Pendens; preparation of correspondence to Mr. Sarman transmitting the recorded Agreed Final Judgment.	0.30	123.00
04/13/2022	J M BREEDING	Review and approve release of lis pendens; attention to finalization of condemnation case.	0.20	125.00
<b>TOTALS</b>			<b>4.10</b>	<b>1,685.50</b>

**TIMEKEEPER SUMMARY:**

TIMEKEEPER	STATUS	HOURS	RATE	VALUE
J M BREEDING	Partner	0.90	625.00	562.50
R J HILL	Associate	1.80	410.00	738.00
D K DRAKE	Paralegal	1.40	275.00	385.00
<b>TOTAL FEES (\$)</b>				<b>1,685.50</b>

HUNTON ANDREWS KURTH LLP  
CLIENT NAME: Lake Houston Redevelopment Authority  
FILE NUMBER: 122208.0000012

INVOICE: 131790390  
DATE: 05/13/2022  
PAGE: 3

FOR COSTS ADVANCED AND EXPENSES INCURRED:

CODE	DESCRIPTION	DATE	DESCRIPTION	AMOUNT
E107	Delivery/Messenger Services			22.80
			TOTAL E107 DELIVERY/MESSENGER SERVICES	22.80
E108	Postage			0.53
			TOTAL E108 POSTAGE	0.53
E112	Court Fees	04/13/2022	VENDOR: Simplifile LC INVOICE#: 15004589495 DATE: 4/13/2022 E- record Release of Lis Pendens	25.66
E112	Court Fees	04/13/2022	VENDOR: Simplifile LC INVOICE#: 15004589493 DATE: 4/13/2022 E- recording of Agreed Final Judgment	57.66
			TOTAL E112 COURT FEES	83.32
			<b>TOTAL CURRENT EXPENSES (\$)</b>	<b>106.65</b>

INVOICE SUMMARY:

Current Fees:	\$ 1,685.50
Current Charges:	106.65
<b>CURRENT INVOICE AMOUNT DUE:</b>	<b>\$ 1,792.15</b>



## Disbursement Detail Edit



Disb ID 45801770  
Date 4/11/2022  
Disb 5050 Air/Electronic Courier  
Disb Type ☐ Hard ☒ Soft  
Reference  
Source CDN New Client Disbursement  
Alias  
Client 122208 Lake Houston Redevelo  
Matter 0000012 T-1013 - Northpark Driv  
Office 31 Houston  
Vendor  
Hard Curr USD Amt \$11.40

Tkpr 16685 BREEDING, JOHN MARK  
Tkpr on Bill 16685 BREEDING, JOHN MARK  
Display Disb 5050 Air/Electronic Courier  
Phase.Task .  
Phase  
Task  
Location  
Project  
Seq ID 0 ☒ Print On Bill  
☒ Eligible For Tax ☐ Summarize On Bill  
Base Amt \$11.40 Bill Amt \$11.40  
Base Qty 0.0000 Bill Qty 0.0000

## Narrative

Ship To - Montgomery County District Clerk; Attn: Melisa Miller - 776550058280



## Disbursement Detail Edit



Disb ID 45801776  
Date 4/8/2022  
Disb 5050 Air/Electronic Courier  
Disb Type ☐ Hard ☒ Soft  
Reference  
Source CDN New Client Disbursement  
Alias  
Client 122208 Lake Houston Redevelo  
Matter 0000012 T-1013 - Northpark Driv  
Office 31 Houston  
Vendor  
Hard Curr USD Amt \$11.40

Tkpr 24089 HILL, ROSS  
Tkpr on Bill 24089 HILL, ROSS  
Display Disb 5050 Air/Electronic Courier  
Phase.Task .  
Phase  
Task  
Location  
Project  
Seq ID 0 ☒ Print On Bill  
☒ Eligible For Tax ☐ Summarize On Bill  
Base Amt \$11.40 Bill Amt \$11.40  
Base Qty 0.0000 Bill Qty 0.0000

## Narrative

Ship To - Hunton Andrews Kurth, LLP; Attn: Ross Hill - 776499807029



**Pay to the order of:**  
Simplifile, LC  
PO BOX 172408  
DENVER CO 80217-2408  
United States

**Overnight address:**  
KeyBank Lockbox Operations  
Lockbox 172408 Simplifile  
1000 S McCaslin Blvd., Suite 150  
Superior CO 80027  
United States

# Invoice

#15004589495

4/13/2022

**Bill To**

Hunton Andrews & Kurth LLP  
600 Travis St Ste 4200  
Houston TX 77002-2929  
United States

**TOTAL**

**\$25.66**

**Due Date: 4/28/2022**

Package Name - Processed Date	Description	Amount
FLTWB4 - Release of Lis Pendens [122208.0000012-NorthPark Equity]D.Drake - Processed on: 4/13/2022	Submission Fee	\$10.00
FLTWB4 - Release of Lis Pendens [122208.0000012-NorthPark Equity]D.Drake - Processed on: 4/13/2022	Sales Tax	\$0.66
FLTWB4 - Release of Lis Pendens [122208.0000012-NorthPark Equity]D.Drake - Processed on: 4/13/2022	Recording Fee	\$15.00

**Recording Fee Total** \$15.00

**Submission Fee Total** \$10.00

**Sales Tax Total** \$0.66

**Total** \$25.66

**Current Unpaid Balance** \$25.66



**Pay to the order of:**  
Simplifile, LC  
PO BOX 172408  
DENVER CO 80217-2408  
United States

**Overnight address:**  
KeyBank Lockbox Operations  
Lockbox 172408 Simplifile  
1000 S McCaslin Blvd., Suite 150  
Superior CO 80027  
United States

# Invoice

#15004589493

4/13/2022

**Bill To**

Hunton Andrews & Kurth LLP  
600 Travis St Ste 4200  
Houston TX 77002-2929  
United States

**TOTAL**

**\$57.66**

**Due Date: 4/28/2022**

Package Name - Processed Date	Description	Amount
FLTWB4 - Agreed Final Judgment [122208-0000012-NorthPark Equity]D.Drake - Processed on: 4/13/2022	Submission Fee	\$10.00
FLTWB4 - Agreed Final Judgment [122208-0000012-NorthPark Equity]D.Drake - Processed on: 4/13/2022	Sales Tax	\$0.66
FLTWB4 - Agreed Final Judgment [122208-0000012-NorthPark Equity]D.Drake - Processed on: 4/13/2022	Recording Fee	\$47.00

**Recording Fee Total** \$47.00

**Submission Fee Total** \$10.00

**Sales Tax Total** \$0.66

**Total** \$57.66

**Current Unpaid Balance** \$57.66

May 13, 2022

**BY E-MAIL ([ralph@tifworks.com](mailto:ralph@tifworks.com); [melissacpa@themortonassociates.com](mailto:melissacpa@themortonassociates.com))**

Lake Houston Redevelopment Authority  
c/o The Morton Associates  
1125 Cypress Station Drive, Suite H-4  
Houston, Texas 77090-3062

Attention: Melissa Morton

Re: T-1013 – Northpark Drive Overpass Project (City of Houston v. Kingwood  
Property Company, et al.) – Parcel 10

Dear Ms. Morton:

Enclosed is our Firm's invoice 131790393 for legal services rendered through April 30, 2022, in connection with the referenced matter. Please review this invoice and place it in line for payment at your convenience. If you have any questions concerning this invoice, please call me at (713) 220-4709.

Thank you for your attention to this matter.

Very truly yours,

  
J. Mark Breeding

Enclosure

# HUNTON ANDREWS KURTH

HUNTON ANDREWS KURTH LLP  
600 TRAVIS, STE. 4200  
HOUSTON, TX 77002

TEL 713 • 220 • 4200  
FAX 804 • 788 • 8218

EIN 54-0572269

## INVOICE SUMMARY

Lake Houston Redevelopment Authority  
ATTN: Melissa Morton  
c/o The Morton Associates  
1125 Cypress Station Drive, Suite H-4  
Houston, TX 77090-3062

FILE NUMBER: 122208.0000018  
INVOICE NUMBER: 131790393  
DATE: 05/13/2022

CLIENT NAME: Lake Houston Redevelopment Authority

BILLING ATTORNEY: JOHN MARK BREEDING

Statement for professional services and charges rendered in connection with the referenced matter(s), for the period ending April 30, 2022 per the attached itemization:

## CURRENT INVOICE SUMMARY:

**RE: (Hunton # 122208.0000018) T-1013 - Northpark Drive Overpass Project; City of Houston v. Kingwood Property Company, et al - Parcel 10**

Current Fees:	\$ 5,946.50
Current Charges:	0.00

**CURRENT INVOICE AMOUNT DUE: \$ 5,946.50**

TO RECEIVE PROPER CREDIT, PLEASE ATTACH REMITTANCE COPY WITH PAYMENT.

FOR BILLING INQUIRIES, PLEASE CALL: 804-788-8555

To Pay By Mail:  
HUNTON ANDREWS KURTH LLP  
PO BOX 405759  
ATLANTA, GA 30384-5759

To Pay by Wire Transfer or ACH:  
Bank: Truist Bank, Richmond, VA  
Account Name: Hunton Andrews Kurth LLP Operating  
Account Number: 001458094  
ABA Transit: 061000104  
Swift Code (International): SNTRUS3A  
Information with Wire: File: 122208.0000018, Inv: 131790393, Date: 05/13/2022

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EIN 54-0572269

## INVOICE SUMMARY-REMITTANCE PAGE

Lake Houston Redevelopment Authority  
ATTN: Melissa Morton  
c/o The Morton Associates  
1125 Cypress Station Drive, Suite H-4  
Houston, TX 77090-3062

FILE NUMBER: 122208.0000018  
INVOICE NUMBER: 131790393  
DATE: 05/13/2022

CLIENT NAME: Lake Houston Redevelopment Authority  
BILLING ATTORNEY: JOHN MARK BREEDING

Statement for professional services and charges rendered in connection with the referenced matter(s), for the period ending April 30, 2022 per the attached itemization:

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Current Charges:	0.00
<b>CURRENT INVOICE AMOUNT DUE:</b>	<b>\$ 5,946.50</b>

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ATLANTA, GA 30384-5759

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EIN 54-0572269

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DATE: 05/13/2022

CLIENT NAME: Lake Houston Redevelopment Authority  
BILLING ATTORNEY: JOHN MARK BREEDING

**RE: (Hunton # 122208.0000018) T-1013 - Northpark Drive Overpass Project; City of Houston v. Kingwood Property Company, et al - Parcel 10**

## FOR PROFESSIONAL SERVICES RENDERED THROUGH APRIL 30, 2022:

DATE	TIMEKEEPER	DESCRIPTION	HOURS	VALUE
04/12/2022	R J HILL	Begin to prepare the draft discovery requests including Interrogatories, Requests for Admissions, and Requests for Production; begin to review and revise the same.	4.60	1,886.00
04/13/2022	R J HILL	Continue to review and revise the draft Interrogatories, Requests for Admission, and Requests for Production.	0.90	369.00
04/13/2022	J M BREEDING	Initial review and analysis of discovery requests to defendant; attention to discovery issues and strategy for the condemnation case.	0.50	312.50
04/14/2022	D K DRAKE	Finalize and e-serve discovery requests.	0.50	137.50
04/14/2022	R J HILL	Continue to review and revise the draft Interrogatories to be served on the Defendant, Requests for Admissions and Requests for Production; attention to issues related to service of the same.	2.60	1,066.00
04/14/2022	M D MORFEY	Review and provide comments to proposed discovery requests to Defendant.	0.30	187.50
04/14/2022	J M BREEDING	Review, analyze, prepare comments, and finalize discovery requests to defendant; attention to discovery issues and strategy for the condemnation case.	0.80	500.00

HUNTON ANDREWS KURTH LLP	INVOICE:	131790393
CLIENT NAME: Lake Houston Redevelopment Authority	DATE:	05/13/2022
FILE NUMBER: 122208.0000018	PAGE:	2

DATE	TIMEKEEPER	DESCRIPTION	HOURS	VALUE
04/29/2022	R J HILL	Review and analyze correspondence from Mr. Merrill regarding the production of documents in response to the Defendant's Requests for Production; attention to discovery issues and issues related to the production of documents.	0.80	328.00
04/29/2022	D K DRAKE	Attention to matters regarding discovery; download, organize, and bates label documents to be produced.	2.40	660.00
04/29/2022	J M BREEDING	Review and analyze correspondence from Mr. Merrell, attorney for defendant, requesting production of documents referenced in discovery responses; attention to process for production of documents and need to obtain the testifying and consulting expert files; attention to discovery and case management issues and strategy for the condemnation case.	0.80	500.00
<b>TOTALS</b>			<b>14.20</b>	<b>5,946.50</b>

#### TIMEKEEPER SUMMARY:

TIMEKEEPER	STATUS	HOURS	RATE	VALUE
J M BREEDING	Partner	2.10	625.00	1,312.50
M D MORFEY	Partner	0.30	625.00	187.50
R J HILL	Associate	8.90	410.00	3,649.00
D K DRAKE	Paralegal	2.90	275.00	797.50
<b>TOTAL FEES (\$)</b>				<b>5,946.50</b>

#### INVOICE SUMMARY:

Current Fees:	\$ 5,946.50
Current Charges:	0.00
<b>CURRENT INVOICE AMOUNT DUE:</b>	<b>\$ 5,946.50</b>

May 13, 2022

**BY E-MAIL ([ralph@tifworks.com](mailto:ralph@tifworks.com); [melissacpa@themortonassociates.com](mailto:melissacpa@themortonassociates.com))**

Lake Houston Redevelopment Authority  
c/o The Morton Associates  
1125 Cypress Station Drive, Suite H-4  
Houston, Texas 77090-3062

Attention: Melissa Morton

Re: T-1013 – Northpark Drive Overpass Project (City of Houston v. McCall and Neely)  
– Parcel 14

Dear Ms. Morton:

Enclosed is our Firm's invoice 131790388 for legal services rendered through April 30, 2022, in connection with the referenced matter. Please review this invoice and place it in line for payment at your convenience. If you have any questions concerning this invoice, please call me at (713) 220-4709.

Thank you for your attention to this matter.

Very truly yours,

  
J. Mark Breeding

Enclosure

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600 TRAVIS, STE. 4200  
HOUSTON, TX 77002

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EIN 54-0572269

## INVOICE SUMMARY

Lake Houston Redevelopment Authority  
ATTN: Melissa Morton  
c/o The Morton Associates  
1125 Cypress Station Drive, Suite H-4  
Houston, TX 77090-3062

FILE NUMBER: 122208.0000009  
INVOICE NUMBER: 131790388  
DATE: 05/13/2022

CLIENT NAME: Lake Houston Redevelopment Authority

BILLING ATTORNEY: JOHN MARK BREEDING

Statement for professional services and charges rendered in connection with the referenced matter(s), for the period ending April 30, 2022 per the attached itemization:

## CURRENT INVOICE SUMMARY:

**RE: (Hunton # 122208.0000009) T-1013 Northpark Drive Overpass Project (City of Houston v. McCall and Neely) - Parcel 14**

Current Fees:	\$ 23,434.50
Current Charges:	2,750.00
<b>CURRENT INVOICE AMOUNT DUE:</b>	<b>\$ 26,184.50</b>

TO RECEIVE PROPER CREDIT, PLEASE ATTACH REMITTANCE COPY WITH PAYMENT.

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Account Number: 001458094  
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Information with Wire: File: 122208.0000009, Inv: 131790388, Date: 05/13/2022

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EIN 54-0572269

## INVOICE SUMMARY-REMITTANCE PAGE

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ATTN: Melissa Morton  
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1125 Cypress Station Drive, Suite H-4  
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FILE NUMBER: 122208.0000009  
INVOICE NUMBER: 131790388  
DATE: 05/13/2022

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CLIENT NAME: Lake Houston Redevelopment Authority  
BILLING ATTORNEY: JOHN MARK BREEDING

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Statement for professional services and charges rendered in connection with the referenced matter(s), for the period ending April 30, 2022 per the attached itemization:

### CURRENT INVOICE SUMMARY:

**RE: (Hunton # 122208.0000009) T-1013 Northpark Drive Overpass Project (City of Houston v. McCall and Neely) - Parcel 14**

Current Fees:	\$ 23,434.50
Current Charges:	2,750.00
<b>CURRENT INVOICE AMOUNT DUE:</b>	<b>\$ 26,184.50</b>

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PO BOX 405759  
ATLANTA, GA 30384-5759

To Pay by Wire Transfer or ACH:  
Bank: Truist Bank, Richmond, VA  
Account Name: Hunton Andrews Kurth LLP Operating  
Account Number: 001458094  
ABA Transit: 061000104  
Swift Code (International): SNTRUS3A  
Information with Wire: File: 122208.0000009, Inv: 131790388, Date: 05/13/2022

# HUNTON ANDREWS KURTH

HUNTON ANDREWS KURTH LLP  
600 TRAVIS, STE. 4200  
HOUSTON, TX 77002

TEL 713 • 220 • 4200  
FAX 804 • 788 • 8218

EIN 54-0572269

## INVOICE DETAIL

Lake Houston Redevelopment Authority  
ATTN: Melissa Morton  
c/o The Morton Associates  
1125 Cypress Station Drive, Suite H-4  
Houston, TX 77090-3062

FILE NUMBER: 122208.0000009  
INVOICE NUMBER: 131790388  
DATE: 05/13/2022

CLIENT NAME: Lake Houston Redevelopment Authority  
BILLING ATTORNEY: JOHN MARK BREEDING

**RE: (Hunton # 122208.0000009) T-1013 Northpark Drive Overpass Project (City of Houston v. McCall and Neely) - Parcel 14**

## FOR PROFESSIONAL SERVICES RENDERED THROUGH APRIL 30, 2022:

DATE	TIMEKEEPER	DESCRIPTION	HOURS	VALUE
04/11/2022	R J HILL	Review, analyze, and respond to correspondence from Mr. Padua regarding the IRR appraisal report.	0.40	164.00
04/19/2022	J M BREEDING	Review and analyze correspondence from Mr. Sarman regarding his inability to attend the mediation of the condemnation case; preparation of correspondence to Mr. Sarman responding to same; analysis of alternatives with regard to client attendance at the mediation; review and respond to correspondence from Mr. de Leon regarding mediation issues; attention to settlement strategy and mediation issues.	0.50	312.50
04/21/2022	R J HILL	Begin to review case filings, appraisal documents, discovery responses, and title documents in preparation of a draft mediation statement; begin to prepare the same.	2.80	1,148.00
04/22/2022	J M BREEDING	Telephone conferences with Mr. Welch (3) regarding appraisal issues in preparation for mediation; attention to preparation of draft mediation statement and related appraisal issues.	1.30	812.50
04/22/2022	R J HILL	Continue to review case filings, appraisal documents, discovery responses, and title documents in preparation of draft mediation	3.70	1,517.00

HUNTON ANDREWS KURTH LLP	INVOICE:	131790388
CLIENT NAME: Lake Houston Redevelopment Authority	DATE:	05/13/2022
FILE NUMBER: 122208.0000009	PAGE:	2

DATE	TIMEKEEPER	DESCRIPTION	HOURS	VALUE
		statement; continue to prepare the draft mediation statement.		
04/23/2022	J M BREEDING	Review, analyze, and prepare comments concerning draft mediation statement, conference with Mr. Welch regarding appraisal issues to be addressed at mediation; attention to appraisal and mediation issues.	1.50	937.50
04/24/2022	M D MORFEY	Attention to upcoming mediation and Mr. De Leon's ability to attend via phone.	0.20	125.00
04/24/2022	R J HILL	Continue to review and revise the draft mediation statement.	2.60	1,066.00
04/24/2022	J M BREEDING	Review, analyze, and revise draft mediation statement for transmittal to Mr. Narsete, mediator in the condemnation case; attention to appraisal issues and strategy for mediation.	2.20	1,375.00
04/25/2022	D K DRAKE	Assist with preparation for mediation.	1.10	302.50
04/25/2022	R J HILL	Continue to review and revise the draft mediation statement; review and analyze the exhibits to the same; preparation of historical aerial photographs to attach as exhibits to the mediation statement; review and analyze the final mediation statement; continue to prepare for the mediation of this matter; preparation of correspondence to Mr. De Leon transmitting a copy of the Mediation Statement; attention to issues related to the mediation.	3.70	1,517.00
04/25/2022	M D MORFEY	Telephone conference with Mr. De Leon regarding upcoming mediation; address matters concerning appraisals; attention to color-coded project map requested by Mr. De Leon; conference call with Mr. De Leon and Mr. Breeding to discuss mediation process and strategy.	1.40	875.00
04/25/2022	J M BREEDING	Preparation for and telephone conference with Mr. De Leon and Mr. Morfey regarding appraisal issues and preparation for mediation of the condemnation case; preparation for and telephone conferences with Mr. Narsete, mediator for the case, regarding logistical issues precluding	3.50	2,187.50

HUNTON ANDREWS KURTH LLP	INVOICE:	131790388
CLIENT NAME: Lake Houston Redevelopment Authority	DATE:	05/13/2022
FILE NUMBER: 122208.0000009	PAGE:	3

DATE	TIMEKEEPER	DESCRIPTION	HOURS	VALUE
		client representative's attendance at mediation, proposed Zoom appearance at the mediation by Mr. De Leon, delivery of Mediation Agreement, mediation statement, and check for mediation fee, and appraisal and mediation issues; preparation of multiple correspondence to Ms. Ries with IRR-Houston concerning deeds to Mr. Baer's comparable sales and aerial photographs of Kirby Drive commercial developments on properties with narrow depths; review and analyze the respective appraisal reports; review, analyze, revise, and finalize Mediation Statement for transmittal to Mr. Narsete; attention to appraisal issues and preparation for mediation.		
04/26/2022	R J HILL	Continue to prepare for the mediation of this matter; attention to issues related to Mr. De Leon's attendance at the mediation via Zoom.	0.30	123.00
04/26/2022	J M BREEDING	Telephone conferences with Ms. Ries with IRR-Houston (2), regarding aerial photographs of properties developed with minimal depths; review and analyze materials to be presented during the mediation; attention to appraisal issues and preparation for the mediation.	3.50	2,187.50
04/27/2022	R J HILL	Continue to prepare for the Mediation of this matter; participation at the mediation of this matter; review and analyze legal issues related to the potential building setback pursuant to Mr. De Leon's request; review and analyze information available through the Harris County Appraisal District and the Montgomery County Appraisal District in preparation of a response to issues raised by Mr. Narsete; begin to review case filings, title documents, and the real estate package in preparation of a draft Agreed Final Judgment and draft Joint Motion for Entry of the same; begin to prepare the same; attention to issues related to the mediation.	4.40	1,804.00
04/27/2022	J M BREEDING	Telephone conference with Mr. Narsete, mediator for the	8.50	5,312.50



HUNTON ANDREWS KURTH LLP	INVOICE:	131790388
CLIENT NAME: Lake Houston Redevelopment Authority	DATE:	05/13/2022
FILE NUMBER: 122208.0000009	PAGE:	4

DATE	TIMEKEEPER	DESCRIPTION	HOURS	VALUE
		condemnation case, regarding appraisal issues; preparation for and attendance at the mediation of the case; conference with Mr. Padua, attorney for defendants, regarding preparation of Agreed Final Judgment to finalize settlement agreement; attention to preparation of agreed judgment.		
04/28/2022	D K DRAKE	Attention to matters regarding the Court's service of the signed Award of Special Commissioners on defendants.	0.40	110.00
04/28/2022	R J HILL	Continue to review case filings, title documents, and the real estate package in preparation of a draft Agreed Final Judgment and draft Joint Motion for Entry of the same; continue to prepare the same; begin to review and revise the same.	3.80	1,558.00
<b>TOTALS</b>			<b>45.80</b>	<b>23,434.50</b>

#### TIMEKEEPER SUMMARY:

TIMEKEEPER	STATUS	HOURS	RATE	VALUE
J M BREEDING	Partner	21.00	625.00	13,125.00
M D MORFEY	Partner	1.60	625.00	1,000.00
R J HILL	Associate	21.70	410.00	8,897.00
D K DRAKE	Paralegal	1.50	275.00	412.50
<b>TOTAL FEES (\$)</b>				<b>23,434.50</b>

#### FOR COSTS ADVANCED AND EXPENSES INCURRED:

CODE	DESCRIPTION	DATE	DESCRIPTION	AMOUNT
E121	Arbitrators/Mediators	03/14/2022	VENDOR: Michael S Narsete PC INVOICE#: 031422JMB DATE: 3/14/2022 Mediation fee for mediation on April 27, 2022	2,750.00
<b>TOTAL E121 ARBITRATORS/MEDIATORS</b>				<b>2,750.00</b>
<b>TOTAL CURRENT EXPENSES (\$)</b>				<b>2,750.00</b>

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HUNTON ANDREWS KURTH LLP

CLIENT NAME: Lake Houston Redevelopment Authority

FILE NUMBER: 122208.0000009

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INVOICE: 131790388

DATE: 05/13/2022

PAGE: 5

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**INVOICE SUMMARY:**

Current Fees: \$ 23,434.50

Current Charges: 2,750.00

**CURRENT INVOICE AMOUNT DUE: \$ 26,184.50**

CAUSE NO. 21-02-02411

CITY OF HOUSTON, TEXAS	§	EMINENT DOMAIN PROCEEDING
	§	
VS.	§	COUNTY COURT AT LAW NO. 2
	§	
DICK MCCALL AND ROY NEELY	§	MONTGOMERY COUNTY, TEXAS

**AGREEMENTS CONCERNING CASE IN MEDIATION**

1. Plaintiff and Defendant agree to participate in good faith in a mediation for the purpose of resolving all of the claims and defenses made that could be made in the litigation of this case. This requires that all parties and their counsel shall be willing to be open minded and willing to compromise to some extent their announced positions.
2. The mediation is an alternative dispute resolution procedure under Chapter 154 of the Texas Civil Practice and Remedies Code.
3. MICHAEL S. NARSETE shall serve as the mediator.
4. The mediation proceedings shall commence at 9:30 a.m. on April 27, 2022, at the offices of **Greenway Mediation, 3207 Mercer Street, Houston, Texas 77027**, and shall continue until a time certain, or an impasse is declared.
5. Each party agrees that they shall either personally be present or shall send a representative who shall have full power and authority to settle the disputes, and to execute documents evidencing such an agreement.
6. The parties understand and agree that Michael S. Narsete shall encourage and assist the parties in reaching a settlement but may not and shall not compel any party to enter into a settlement agreement.

7. All communications made during the mediation proceedings shall be deemed to be settlement communications within the meaning of Rule 408 of the Texas Rules of Civil Evidence.
8. The mediation fee set forth below is intended to be all inclusive for the representations made regarding the matters in controversy, and the time requested. Notice of cancellation of this mediation shall be given at least 24 hours in advance of the mediation date for a full refund of the mediation fee unless such delay is occasioned by the mediator. The fee for a full-day mediation is \$2,750.00 per party. The fee also includes time spent by the mediator to review briefs, pleadings and other materials and/or confer with the parties' legal counsel prior to the mediation.
9. Each party may submit a letter to highlight each party's case. However, the parties and the mediator may, if they so desire, refer to pleadings filed and discovery taken in this case. A copy of the live pleadings shall be furnished to the mediator at least three days prior to the scheduled mediation date.

HUNTON ANDREWS KURTH LLP

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

MARK BREEDING

PADUA LAW FIRM, PLLC

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

ALEJANDRO PADUA

Law Offices Of  
Michael S. Narsete, P.C.  
5433 Westheimer, Suite 950  
Houston, Texas 77056

Telephone: (713) 622-7040  
Facsimile: (713) 622-7026  
Email: [mnarsete@wt.net](mailto:mnarsete@wt.net)

March 14, 2022

Mr. Mark Breeding  
Hunton Andrews Kurth LLP  
600 Travis Street, Suite 4200  
Houston, Texas 77002

Mr. Alejandro Padua  
Padua Law Firm, PLLC  
5599 San Felipe, Suite 911  
Houston, Texas 77056

Re: Cause No. 21-02-02411: City of Houston, Texas vs. Dick McCall and Roy Neely: Eminent Domain Proceeding; County Court at Law No. 2 of Montgomery County, Texas

Gentlemen:

I am pleased to be able to participate in your full-day mediation which is scheduled for April 27, 2022, beginning at 9:30 a.m. at the offices of **Greenway Mediation, 3207 Mercer Street, Houston, Texas 77027**. I understand that there are two (2) parties in this case.

The court and the rules require that each party who is a natural person must attend the mediation. I know the lawyers involved in this case are familiar with the Rules of Mediation and the type of matters that should be discussed with your client prior to our meeting. Any party not a person, but a corporation, partnership, or other legal entity, must personally appear through a principal, partner, officer or representative who has complete authority to negotiate and sign a final settlement.

The fee is \$2,750.00 per party. I would appreciate receiving each of your checks on or before the mediation date. Please make your checks payable to Michael S. Narsete, P.C. My tax I.D. number is 76-0290304. If your case has special needs, kindly call me personally to discuss

the issue. In an effort to serve the courts and the public, we will endeavor to work with you to facilitate settlement.

Further, please send your confidential Mediation Memorandum as soon as possible. Please send the following information:

1. The name and title of any settlement representatives and the lawyers who will attend the mediation.
2. State whether you have discovered enough information to make a settlement or demand or offer.
3. The history of settlement negotiations, if any, to date.
4. The disputed issues of fact and law.
5. Any other information you believe might be helpful for resolution.

As a mediator, I will facilitate settlement negotiations between the parties, but will not impose a settlement upon anyone. I shall not act as an advocate or legal advisor for any party. I would ask that you discuss with your client whether the client wants to make any type of personal statement in the joint session. While it may be a bit uncomfortable, this often actually helps to relieve tension, and helps parties understand each other as people instead of feeling somewhat disconnected from the process. Of course, statements made during mediation are confidential, and cannot be otherwise used.

Sometimes the true underlying dispute is not about money at all. Personal problems cost money. If your case has any of these problems, please let me know in advance so I can give some thought to potential solutions.

**In the event a settlement is reached during mediation, a written settlement agreement will be drafted by the parties, and signed by all parties and attorneys to be filed with the court. It is obviously important that the parties have their own counsel independently review any settlement agreement before it is executed.**

If you want to discuss any matters with me directly before this mediation, please feel free to call. Thank you again for the opportunity to serve as a mediator in your case.

Yours very truly,

Michael S. Narsete

May 13, 2022

**BY E-MAIL ([ralph@tifworks.com](mailto:ralph@tifworks.com); [melissacpa@themortonassociates.com](mailto:melissacpa@themortonassociates.com))**

Lake Houston Redevelopment Authority  
c/o The Morton Associates  
1125 Cypress Station Drive, Suite H-4  
Houston, Texas 77090-3062

Attention: Melissa Morton

Re: T-1013 – Northpark Drive Overpass Project (City of Houston v. Shops at  
Northpark, Ltd., et al.) – Parcel 20

Dear Ms. Morton:

Enclosed is our Firm's invoice 131790392 for legal services rendered through April 30, 2022, in connection with the referenced matter. Please review this invoice and place it in line for payment at your convenience. If you have any questions concerning this invoice, please call me at (713) 220-4709.

Thank you for your attention to this matter.

Very truly yours,

  
J. Mark Breeding

Enclosure



# HUNTON ANDREWS KURTH

HUNTON ANDREWS KURTH LLP  
600 TRAVIS, STE. 4200  
HOUSTON, TX 77002

TEL 713 • 220 • 4200  
FAX 804 • 788 • 8218

EIN 54-0572269

## INVOICE SUMMARY

Lake Houston Redevelopment Authority  
ATTN: Melissa Morton  
c/o The Morton Associates  
1125 Cypress Station Drive, Suite H-4  
Houston, TX 77090-3062

FILE NUMBER: 122208.0000013  
INVOICE NUMBER: 131790392  
DATE: 05/13/2022

CLIENT NAME: Lake Houston Redevelopment Authority

BILLING ATTORNEY: JOHN MARK BREEDING

Statement for professional services and charges rendered in connection with the referenced matter(s), for the period ending April 30, 2022 per the attached itemization:

## CURRENT INVOICE SUMMARY:

**RE: (Hunton # 122208.0000013) T-1013 - Northpark Drive Overpass Project; City of Houston v. Shops at Northpark, Ltd., et al. - Parcel 20**

Current Fees:	\$ 850.50
Current Charges:	91.32
<b>CURRENT INVOICE AMOUNT DUE:</b>	<b>\$ 941.82</b>

TO RECEIVE PROPER CREDIT, PLEASE ATTACH REMITTANCE COPY WITH PAYMENT.

FOR BILLING INQUIRIES, PLEASE CALL: 804-788-8555

To Pay By Mail:  
HUNTON ANDREWS KURTH LLP  
PO BOX 405759  
ATLANTA, GA 30384-5759

To Pay by Wire Transfer or ACH:  
Bank: Truist Bank, Richmond, VA  
Account Name: Hunton Andrews Kurth LLP Operating  
Account Number: 001458094  
ABA Transit: 061000104  
Swift Code (International): SNTRUS3A  
Information with Wire: File: 122208.0000013, Inv: 131790392, Date: 05/13/2022



# HUNTON ANDREWS KURTH

HUNTON ANDREWS KURTH LLP  
600 TRAVIS, STE. 4200  
HOUSTON, TX 77002

TEL 713 • 220 • 4200  
FAX 804 • 788 • 8218

EIN 54-0572269

## INVOICE SUMMARY-REMITTANCE PAGE

Lake Houston Redevelopment Authority  
ATTN: Melissa Morton  
c/o The Morton Associates  
1125 Cypress Station Drive, Suite H-4  
Houston, TX 77090-3062

FILE NUMBER: 122208.0000013  
INVOICE NUMBER: 131790392  
DATE: 05/13/2022

---

CLIENT NAME: Lake Houston Redevelopment Authority  
BILLING ATTORNEY: JOHN MARK BREEDING

---

Statement for professional services and charges rendered in connection with the referenced matter(s), for the period ending April 30, 2022 per the attached itemization:

### CURRENT INVOICE SUMMARY:

**RE: (Hunton # 122208.0000013) T-1013 - Northpark Drive Overpass Project; City of Houston v. Shops at Northpark, Ltd., et al. - Parcel 20**

Current Fees:	\$ 850.50
Current Charges:	91.32
<b>CURRENT INVOICE AMOUNT DUE:</b>	<b>\$ 941.82</b>

---

TO RECEIVE PROPER CREDIT, PLEASE ATTACH REMITTANCE COPY WITH PAYMENT.

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To Pay By Mail:  
HUNTON ANDREWS KURTH LLP  
PO BOX 405759  
ATLANTA, GA 30384-5759

To Pay by Wire Transfer or ACH:  
Bank: Truist Bank, Richmond, VA  
Account Name: Hunton Andrews Kurth LLP Operating  
Account Number: 001458094  
ABA Transit: 061000104  
Swift Code (International): SNTRUS3A  
Information with Wire: File: 122208.0000013, Inv: 131790392, Date: 05/13/2022

# HUNTON ANDREWS KURTH

HUNTON ANDREWS KURTH LLP  
600 TRAVIS, STE. 4200  
HOUSTON, TX 77002

TEL 713 • 220 • 4200  
FAX 804 • 788 • 8218

EIN 54-0572269

## INVOICE DETAIL

Lake Houston Redevelopment Authority  
ATTN: Melissa Morton  
c/o The Morton Associates  
1125 Cypress Station Drive, Suite H-4  
Houston, TX 77090-3062

FILE NUMBER: 122208.0000013  
INVOICE NUMBER: 131790392  
DATE: 05/13/2022

CLIENT NAME: Lake Houston Redevelopment Authority

BILLING ATTORNEY: JOHN MARK BREEDING

**RE: (Hunton # 122208.0000013) T-1013 - Northpark Drive Overpass Project; City of Houston v. Shops at Northpark, Ltd., et al. - Parcel 20**

## FOR PROFESSIONAL SERVICES RENDERED THROUGH APRIL 30, 2022:

DATE	TIMEKEEPER	DESCRIPTION	HOURS	VALUE
04/01/2022	R J HILL	Review, analyze and approve the draft Release of Lis Pendens.	0.40	164.00
04/04/2022	R J HILL	Review and analyze the recorded Agreed Final Judgment; preparation of correspondence to Mr. Sarman regarding and transmitting the same.	0.30	123.00
04/13/2022	D K DRAKE	Revise and e-record the release of lis pendens.	0.70	192.50
04/18/2022	R J HILL	Review and analyze legal issues related to the appropriate person to sign closing documents on behalf of the City of Houston.	0.60	246.00
04/18/2022	M D MORFEY	Correspondence with Mr. Sarman regarding appropriate signatures for closing documents.	0.20	125.00
<b>TOTALS</b>			<b>2.20</b>	<b>850.50</b>

## TIMEKEEPER SUMMARY:

TIMEKEEPER	STATUS	HOURS	RATE	VALUE
M D MORFEY	Partner	0.20	625.00	125.00
R J HILL	Associate	1.30	410.00	533.00
D K DRAKE	Paralegal	0.70	275.00	192.50
<b>TOTAL FEES (\$)</b>				<b>850.50</b>

HUNTON ANDREWS KURTH LLP	INVOICE:	131790392
CLIENT NAME: Lake Houston Redevelopment Authority	DATE:	05/13/2022
FILE NUMBER: 122208.0000013	PAGE:	2

**FOR COSTS ADVANCED AND EXPENSES INCURRED:**

CODE	DESCRIPTION	DATE	DESCRIPTION	AMOUNT
E112	Court Fees	03/30/2022	VENDOR: Simplifile LC INVOICE#: 15004530024 DATE: 3/30/2022 E-recording of Agreed Final Judgment	65.66
E112	Court Fees	04/13/2022	VENDOR: Simplifile LC INVOICE#: 15004589498 DATE: 4/13/2022 E-Record Release of Lis Pendens	25.66
TOTAL E112 COURT FEES				91.32
<b>TOTAL CURRENT EXPENSES (\$)</b>				<b>91.32</b>

**INVOICE SUMMARY:**

Current Fees:	\$ 850.50
Current Charges:	91.32
<b>CURRENT INVOICE AMOUNT DUE:</b>	<b>\$ 941.82</b>



**Pay to the order of:**  
Simplifile, LC  
PO BOX 172408  
DENVER CO 80217-2408  
United States

**Overnight address:**  
KeyBank Lockbox Operations  
Lockbox 172408 Simplifile  
1000 S McCaslin Blvd., Suite 150  
Superior CO 80027  
United States

# Invoice

#15004530024

3/30/2022

**Bill To**

Hunton Andrews & Kurth LLP  
600 Travis St Ste 4200  
Houston TX 77002-2929  
United States

**TOTAL**

**\$65.66**

**Due Date: 4/14/2022**

Package Name - Processed Date	Description	Amount
FLTWB4 - 122208.0000013 (COH-Shops at Northpark) - Processed on: 3/30/2022	Submission Fee	\$10.00
FLTWB4 - 122208.0000013 (COH-Shops at Northpark) - Processed on: 3/30/2022	Sales Tax	\$0.66
FLTWB4 - 122208.0000013 (COH-Shops at Northpark) - Processed on: 3/30/2022	Recording Fee	\$55.00
<b>Recording Fee Total</b>		\$55.00
<b>Submission Fee Total</b>		\$10.00
<b>Sales Tax Total</b>		\$0.66
<b>Total</b>		\$65.66
<b>Current Unpaid Balance</b>		\$65.66



**Pay to the order of:**  
Simplifile, LC  
PO BOX 172408  
DENVER CO 80217-2408  
United States

**Overnight address:**  
KeyBank Lockbox Operations  
Lockbox 172408 Simplifile  
1000 S McCaslin Blvd., Suite 150  
Superior CO 80027  
United States

# Invoice

#15004589498

4/13/2022

**Bill To**

Hunton Andrews & Kurth LLP  
600 Travis St Ste 4200  
Houston TX 77002-2929  
United States

**TOTAL**

**\$25.66**

**Due Date: 4/28/2022**

Package Name - Processed Date	Description	Amount
FLTWB4 - Release of Lis Pendens [122208.0000013-Shops @ Northpark]D.Drake - Processed on: 4/13/2022	Submission Fee	\$10.00
FLTWB4 - Release of Lis Pendens [122208.0000013-Shops @ Northpark]D.Drake - Processed on: 4/13/2022	Sales Tax	\$0.66
FLTWB4 - Release of Lis Pendens [122208.0000013-Shops @ Northpark]D.Drake - Processed on: 4/13/2022	Recording Fee	\$15.00

**Recording Fee Total** \$15.00

**Submission Fee Total** \$10.00

**Sales Tax Total** \$0.66

**Total** \$25.66

**Current Unpaid Balance** \$25.66

Northpark East (T-1014) HNTB Invoice Summary (04/2022)										
Task Orders		LHRA CIP Number	HNTB Invoice Number	Total Contract Authorization	Total Invoiced to Date	Current Invoice	Remaining Authorization	MWDBE Participation	MWDBE Percentage	Fee Type
4	Harris County: Prelim Design Mgmt & Coord CSJ 0912-37-245	T-1014A	015-65885-PL-003	\$ 548,442.53	\$ 283,910.02	\$ 5,327.52	\$ 264,532.51	\$ 14,979.27		Billing Rates
4	Montgomery County: Prelim Dsgn Mgmt & Coord CSJ 0912-72-618	T-1014B	015-65885-PL-003	\$ 393,905.92	\$ 277,556.95	\$ 5,412.48	\$ 116,348.97	\$ 9,986.18		Billing Rates
TASK ORDER 4 TOTAL				\$ 942,348.45	\$ 561,466.97	\$ 10,740.00	\$ 380,881.48	\$ 24,965.45	2.65%	
5	Harris County: Final Design CSJ 0912-37-245	T-1014A	015-65885-DS-002	\$ 1,713,518.21	\$ 233,468.26	\$ 4,569.08	\$ 1,480,049.95	\$ 450,383.82		Lump Sum
5	Montgomery County: Final Design CSJ 0912-72-618	T-1014B	015-65885-DS-002	\$ 1,142,345.48	\$ 161,040.57	\$ 3,046.06	\$ 981,304.91	\$ 300,255.87		Lump Sum
TASK ORDER 5 TOTAL				\$ 2,855,863.69	\$ 394,508.83	\$ 7,615.14	\$ 2,461,354.86	\$ 750,639.69	26.28%	
TO4 & TO5 COMBINED TOTAL				\$ 3,798,212.14	\$ 955,975.80	\$ 18,355.14	\$ 2,842,236.34	\$ 775,605.14	20.42%	

MWBE Subconsultant Summary (TO4)					
TO	MWBE Subconsultant	LHRA CIP	Total Contract Amount	Total Invoiced to Date	% Invoiced to Date
4	Agha Engineering, LLC	T-1014	\$ 24,965.45	\$ 4,448.27	17.8%
Total MWBE Billed to Date			\$ 24,965.45	\$ 4,448.27	17.8%

MWBE Subconsultant Summary (TO5)					
TO	MWBE Subconsultant	LHRA CIP	Total Contract Amount	Total Invoiced to Date	% Invoiced to Date
5	Agha Engineering, LLC	T-1014	\$ 274,769.75	\$ 2,872.03	1.0%
5	B2Z Engineering	T-1014	\$ 168,907.69	\$ -	0.0%
5	IMS Engineers, Inc	T-1014	\$ 252,962.25	\$ -	0.0%
5	M2L Associates, Inc	T-1014	\$ 54,000.00	\$ -	0.0%
Total MWBE Billed to Date			\$ 750,639.69	\$ 2,872.03	0.4%
Total MWBE Billed to Date (TO4 & TO5 combined)			\$ 775,605.14	\$ 7,320.30	0.9%

Project Name: Northpark Drive Reconstruction (T-1014)  
Project Location: Harris County (CSJ 0912-37-245) & Montgomery County (CSJ 0912-72-618)  
Task Order(s): 4, 5

***MONTHLY PROGRESS REPORT NO. 15***  
***April 2, 2022 to April 29, 2022***

***Ahead, Behind or On:***    *On Schedule*

***REMARKS:***

---

**Task Order No. 4: MANAGEMENT & COORDINATION RELATED TO PRELIM DESIGN AND AGENCY COORDINATION WITH TXDOT**

***Activities this period:***

- **Preliminary Engineering:**
  - Completed OpenRoads 3D model for the corridor to set ROW footprint and shared with LHRA's surveying consultant to kick off preliminary survey activities
  - Completed and Submitted minor Schematic Refinement Roll Plot and Cost Estimate revisions based on comments from LHRA.
  - Continued coordination with Gauge Engineering on the development of the Tech Memo on updated detention requirements and storm sewer sizing
  - Provided project updates to LHRA in a Progress Status Update sent to LHRA on 4/13/21.
- **Environmental Studies:**
  - No activities this month.

***Activities anticipated next period:***

- Refine schematic profile in localized areas based on stormwater trunkline sizing from drainage report
- Refine and prepare Design Concept Report (DCR) and (Design Summary Report) DSR documents to City of Houston and TxDOT, respectively, for eventual submittal.
- Continue coordinating with TxDOT and HGAC on STIP approval.
- Continue coordination with HCFCD on Kingwood Diversion Ditch
- Continue development of environmental studies and preliminary reports after AFA is executed.
- Review Draft AFA provided by TxDOT and provide comments as needed.

***Outstanding issues:***

- No issues to report.

**Task Order No. 5: DRAINAGE IMPACT STUDY & FINAL DESIGN**

***Activities this month:***

- No activities this period.

***Activities anticipated next period:***

- Confirming the preferred storm sewer plans with the 2D H&H models to validate the 1D unsteady H&H model results
- Ongoing preparation of Drainage Impact Study, confirmation of the storm sewer and mitigation plan
  - The final plan will be confirmed once validated in the ICM 2D models where benefits can be visualized.
- Confirming environmental constraints on channel improvements on Bens Branch and Kingwood Diversion Ditch

***Outstanding issues:***

Project Name: Northpark Drive Reconstruction (T-1014)  
Project Location: Harris County (CSJ 0912-37-245) & Montgomery County (CSJ 0912-72-618)  
Task Order(s): 4, 5

- No issues to report.

**All subproviders on this project have been contacted to verify their monthly progress; the following subproviders provided services this service period:**

- Agha Engineering, LLC (Schematic Design Support & Drainage Design) – TO #4 & 5
  - Activities this month:
    - No activities this month
  - Activities anticipated next period:
    - No activities anticipated next month
  - Outstanding issues:
    - No issues to report.
- Gauge Engineering (Drainage Impact Study) – TO #5
  - Activities this month:
    - No activities this month
  - Activities anticipated next period:
    - No activities anticipated next month.
  - Outstanding issues:
    - No issues to report.
- B2Z Engineering, Inc. (Geotechnical & Bridge Design) – TO #5
  - Activities this month:
    - No activities this month
  - Activities anticipated next period:
    - No activities anticipated next month.
  - Outstanding issues:
    - No issues to report.
- IMS Engineers, Inc. (Signing, Striping, Utilities) – TO #5
  - Activities this month:
    - No activities this month
  - Activities anticipated next period:
    - No activities anticipated next month.
  - Outstanding issues:
    - No issues to report.
- M2L & Associates Inc. (Landscaping) – TO #5
  - Activities this month:
    - No activities this month
  - Activities anticipated next period:
    - No activities anticipated next month.
  - Outstanding issues:
    - No issues to report.

Prepared By: Joel Salinas, P.E.  
Date: 5/19/22





Lake Houston Redevelopment Authority

c/o The Morton Accounting Services

PO Box 10330

Houston, TX 77206

Invoice #: 015-65885-PL-003

LHRA CIP Number: T-1014 (A&B)

Project Name: Northpark TO4

Invoice Date: 5/20/2022

Attention: Stanley Sarman

For Professional Services Rendered through: 04/29/2022  
Northpark TO4  
Project: Management & coordination related to preliminary design and agency coordination with TxDOT

Phase Code / Name	% of Contract	Fee	Previous Amount	Current Amount	% Complete	Total Fee Earned
T-1014A - HNTB Labor - Harris County (CSJ 0912-37-245)	56.14%	\$ 529,020.00	\$ 275,913.54	\$ 5,327.52	53.16%	\$ 281,241.06
T-1014A - HNTB Expenses - Harris County (CSJ 0912-37-245)	0.47%	\$ 4,443.26	\$ -	\$ -	0.00%	\$ -
T-1014A - Subconsultant - Agha Engineering, LLC. - Harris County (CSJ 0912-37-245)	1.59%	\$ 14,979.27	\$ 2,668.96	\$ -	17.82%	\$ 2,668.96
<b>T-1014A - Harris County (CSJ 0912-37-245) Total</b>		<b>\$ 548,442.53</b>	<b>\$ 278,582.50</b>	<b>\$ 5,327.52</b>		<b>\$ 283,910.02</b>
T-1014B - HNTB Labor - Montgomery County (CSJ 0912-72-618)	40.43%	\$ 380,985.00	\$ 270,365.16	\$ 5,412.48	72.39%	\$ 275,777.64
T-1014B - HNTB Expenses - Montgomery County (CSJ 0912-72-618)	0.31%	\$ 2,934.74	\$ -	\$ -	0.00%	\$ -
T-1014B - Subconsultant - Agha Engineering, LLC. - Montgomery County (CSJ 0912-72-618)	1.06%	\$ 9,986.18	\$ 1,779.31	\$ -	17.82%	\$ 1,779.31
<b>T-1014B - Montgomery County (CSJ 0912-72-618) Total</b>		<b>\$ 393,905.92</b>	<b>\$ 272,144.47</b>	<b>\$ 5,412.48</b>		<b>\$ 277,556.95</b>
<b>TOTALS (T-1014A &amp; T-1014B)</b>		<b>\$ 942,348.45</b>	<b>\$ 550,726.97</b>	<b>\$ 10,740.00</b>	<b>59.58%</b>	<b>\$ 561,466.97</b>

Total Fee Earned To Date	\$ 561,466.97
Less Previous Billings	\$ 550,726.97
<b>Amount Due This Invoice</b>	<b>\$ 10,740.00</b>

Total contract Amount Remaining	\$ 380,881.48
Total Percent Expended	59.58%

	Harris County (CSJ 0912-37-245)	Montgomery Cty (CSJ 0912-72-618)	Total Billed	Total MWBE Contract
MWBE TRACKING				
AGHA Engineering, LLC	\$ 2,668.96	\$ 1,779.31	\$ 4,448.27	\$ 24,965.45

BILLING REPORT

Bill 4R Labor by Segment (Date Range)

Direct Payroll

Dates: 4/2/2022 through 4/29/2022

Job	65885	Northpark	E/O	Voinis, MG (17828)	Ofc 027			
Ph Seg	PL-003	Northpark East (T-1014) LHRA T	P/M	Obregon, VR (15220)	Ofc 027			
			B/O	Houston TX	Ofc 027			
			B/F	HNTB Infrastructure				
Ofc	EmpNo	Employee	Shift Code	Trans Type	Rate	Hours	Amount	Remarks
027	01210	Salinas, Joel R			103.92	3.00	311.76	Reg-Ovt
					103.92	5.00	519.60	Regular
					108.40	1.00	108.40	Reg-Ovt
					108.40	6.00	650.40	Regular
027	14936	Ikpatt, Paula A			56.08	1.00	56.08	Reg-Ovt
					56.08	7.00	392.56	Regular
					58.32	10.00	583.20	Regular
027	21454	Blechle, Courtney L			60.40	1.00	60.40	Regular
					62.72	2.00	125.44	Regular
027	23832	Scott, Sandra			39.52	4.50	177.84	Regular
					41.92	10.00	419.20	Regular
027	23927	Eby, Scott D			22.96	2.00	45.92	Regular
027	27545	Napolillo, LeAnne M			129.20	1.00	129.20	Regular
Total Labor Distribution								
Billing Item: 65885-PL-003						48.50	3,103.76	Regular
						5.00	476.24	Reg-Ovt
						53.50	3,580.00	Total
						Multiplier	X3	
							10,740.00	



# Daily Time Charged

Job 65885 Northpark

Ph-Seg: PL - 003 Northpark East (T-1014) LHRA T

Period from 04/02/2022 through 04/29/2022

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

01210 at 4/8/2022 1:36:34 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Michael Voinis - 17828 at 4/8/2022 2:05:10 PM

EMPLOYEE NAME

Joel Ruben Salinas

EMPLOYEE NUMBER

01210

OFFICE

027

SECTION

120

WEEK ENDING

04/08/2022

JOB IDENTIFICATION				TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG	SUB			
65885	PL	003	101	T901	027	

Northpark - MC-Project Management

65885	PL	003	101	T903	027	
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Northpark West - MC-Coord Mtgs

65885	PL	003	201	T901	027	
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Northpark - HC-Project Management

65885	PL	003	201	T903	027	
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Northpark West - HC-Coord Mtgs

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		1.00
0.00	0.00	0.50	0.00	0.00	0.50	0.00		1.00	
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.50
0.00	0.00	0.00	0.00	0.00	0.50	0.00		0.50	
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		1.00
0.00	0.00	0.50	0.00	0.00	0.50	0.00		1.00	
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.50
0.00	0.00	1.00	0.00	0.00	2.00	0.00	0.00	3.00	3.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

01210 at 4/15/2022 12:51:04 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Abby Ross - 00899 at 4/18/2022 9:52:04 AM

EMPLOYEE NAME

Joel Ruben Salinas

EMPLOYEE NUMBER

01210

OFFICE

027

SECTION

120

WEEK ENDING

04/15/2022

JOB IDENTIFICATION				TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG	SUB			
65885	PL	003	201	T901	027	

Northpark - HC-Project Management

65885	PL	003	201	T903	027	
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Northpark West - HC-Coord Mtgs

65885	PL	003	101	T903	027	
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Northpark West - MC-Coord Mtgs

65885	PL	003	101	T901	027	
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Northpark - MC-Project Management

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	1.00	0.00	0.50	0.00	1.50		1.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.50	0.00	0.50	0.00	0.00	1.00		1.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.50	0.00	0.50	0.00	0.00	1.00		1.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	1.00	0.00	0.50	0.00	1.50		1.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	1.00	2.00	1.00	1.00	0.00	5.00	0.00	5.00



## Daily Time Charged

Job 65885 Northpark

Ph-Seg: PL - 003 Northpark East (T-1014) LHRA T

Period from 04/02/2022 through 04/29/2022

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

01210 at 4/22/2022 2:13:43 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Francisco Estrada - 14591 at 4/22/2022 3:12:02 PM

EMPLOYEE NAME

Joel Ruben Salinas

EMPLOYEE NUMBER

01210

OFFICE

027

SECTION

120

WEEK ENDING

04/22/2022

JOB IDENTIFICATION				TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG	SUB			
65885	PL	003	101	T901	027	

Northpark - MC-Project Management

65885	PL	003	201	T901	027	
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Northpark - HC-Project Management

65885	PL	003	101	T903	027	
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Northpark West - MC-Coord Mtgs

65885	PL	003	201	T903	027	
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Northpark West - HC-Coord Mtgs

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.50	1.00	0.00	0.00	1.50		1.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	0.50	1.00	0.00	0.00	1.50		1.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.50
0.00	0.00	0.00	0.00	0.00	0.50	0.00		0.50	
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.50
0.00	0.00	0.00	0.00	0.00	0.50	0.00		0.50	
0.00	0.00	0.00	1.00	2.00	1.00	0.00	3.00	1.00	4.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

01210 at 4/29/2022 11:47:37 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Michael Voinis - 17828 at 4/29/2022 2:31:46 PM

EMPLOYEE NAME

Joel Ruben Salinas

EMPLOYEE NUMBER

01210

OFFICE

027

SECTION

120

WEEK ENDING

04/29/2022

JOB IDENTIFICATION				TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG	SUB			
65885	PL	003	201	T901	027	

Northpark - HC-Project Management

65885	PL	003	201	T903	027	
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Northpark West - HC-Coord Mtgs

65885	PL	003	101	T903	027	
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Northpark West - MC-Coord Mtgs

65885	PL	003	101	T901	027	
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Northpark - MC-Project Management

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.50	0.50	0.00	0.00	0.00	1.00		1.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.50		0.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.50		0.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.50	0.50	0.00	0.00	0.00	1.00		1.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	2.00	1.00	0.00	0.00	0.00	3.00	0.00	3.00



## Daily Time Charged

Job 65885 Northpark

Ph-Seg: PL - 003 Northpark East (T-1014) LHRA T

Period from 04/02/2022 through 04/29/2022

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

14936 at 4/8/2022 11:50:11 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Joel Salinas - 01210 at 4/8/2022 1:40:32 PM

EMPLOYEE NAME

Paula Abasi-Ono Ikpatt

EMPLOYEE NUMBER

14936

OFFICE

027

SECTION

120

WEEK ENDING

04/08/2022

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	101	T901	027	

Northpark

65885	PL	003	201	T901	027	
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Northpark

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.50	1.00	0.50	0.00	2.00		2.50
0.00	0.00	0.00	0.00	0.00	0.00	0.50		0.50	
0.00	0.00	0.00	0.50	1.00	0.50	0.00	2.00		2.50
0.00	0.00	0.00	0.00	0.00	0.00	0.50		0.50	

0.00 0.00 0.00 1.00 2.00 1.00 1.00 4.00 1.00 5.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

14936 at 4/15/2022 1:14:07 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Joel Salinas - 01210 at 4/15/2022 1:40:39 PM

EMPLOYEE NAME

Paula Abasi-Ono Ikpatt

EMPLOYEE NUMBER

14936

OFFICE

027

SECTION

120

WEEK ENDING

04/15/2022

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	201	T901	027	

Northpark

65885	PL	003	101	T901	027	
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Northpark

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	1.00	0.00	0.50	0.00	1.50		1.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	1.00	0.00	0.50	0.00	1.50		1.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	

0.00 0.00 0.00 2.00 0.00 1.00 0.00 3.00 0.00 3.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

14936 at 4/22/2022 2:26:04 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Joel Salinas - 01210 at 4/22/2022 2:29:41 PM

EMPLOYEE NAME

Paula Abasi-Ono Ikpatt

EMPLOYEE NUMBER

14936

OFFICE

027

SECTION

120

WEEK ENDING

04/22/2022

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	201	T901	027	

Northpark

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	1.00	1.00	0.50	1.00	0.00	3.50		3.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	



## Daily Time Charged

Job 65885 Northpark

Ph-Seg: PL - 003 Northpark East (T-1014) LHRA T

Period from 04/02/2022 through 04/29/2022

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

14936 at 14936 at 4/22/2022 2:26:04 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Joel Salinas - 01210 at Joel Salinas - 01210 at 4/22/2022 2:29:41 PM

EMPLOYEE NAME

Paula Abasi-Ono Ikpatt

EMPLOYEE NUMBER

14936

OFFICE

027

SECTION

120

WEEK ENDING

04/22/2022

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	101	T901	027	

Northpark

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	1.00	1.00	0.50	1.00	0.00	3.50		3.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	2.00	2.00	1.00	2.00	0.00	7.00	0.00	7.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

14936 at 4/29/2022 12:19:32 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Joel Salinas - 01210 at 4/29/2022 1:19:20 PM

EMPLOYEE NAME

Paula Abasi-Ono Ikpatt

EMPLOYEE NUMBER

14936

OFFICE

027

SECTION

120

WEEK ENDING

04/29/2022

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	101	T901	027	

Northpark

65885	PL	003	201	T901	027	
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Northpark

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.50		0.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.50	0.00	1.50	0.50	0.00	2.50		2.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	1.00	0.00	1.50	0.50	0.00	3.00	0.00	3.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

21454 at 4/22/2022 9:53:09 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Kelly Lark - 22142 at 4/15/2022 10:17:18 AM

EMPLOYEE NAME

Courtney Lee Blechle

EMPLOYEE NUMBER

21454

OFFICE

027

SECTION

126

WEEK ENDING

04/15/2022

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	201	T901	027	

Northpark

65885	PL	003	101	T901	027	
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Northpark

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.50		0.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.50		0.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	



## Daily Time Charged

Job 65885 Northpark

Ph-Seg: PL - 003 Northpark East (T-1014) LHRA T

Period from 04/02/2022 through 04/29/2022

TOTALS----->

0.00 0.00 0.00 1.00 0.00 0.00 0.00 1.00 0.00 1.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

21454 at 4/29/2022 9:06:32 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Kelly Lark - 22142 at 4/22/2022 10:58:53 AM

EMPLOYEE NAME

Courtney Lee Blechle

EMPLOYEE NUMBER

21454

OFFICE

027

SECTION

126

WEEK ENDING

04/22/2022

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	101	T901	027	

Northpark

65885	PL	003	201	T901	027	
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Northpark

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.50		0.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.50		0.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	1.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

21454 at 5/6/2022 9:11:14 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Kelly Lark - 22142 at 4/29/2022 11:08:48 AM

EMPLOYEE NAME

Courtney Lee Blechle

EMPLOYEE NUMBER

21454

OFFICE

027

SECTION

126

WEEK ENDING

04/29/2022

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	101	T901	027	

Northpark

65885	PL	003	201	T901	027	
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Northpark

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.50		0.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.50		0.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00



## Daily Time Charged

Job 65885 Northpark

Ph-Seg: PL - 003 Northpark East (T-1014) LHRA T

Period from 04/02/2022 through 04/29/2022

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

23832 at 4/8/2022 8:19:28 AM

EMPLOYEE NAME

Sandra Scott

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Francisco Estrada - 14591 at 4/8/2022 11:09:41 AM

EMPLOYEE NUMBER

23832

OFFICE

027

SECTION

380

WEEK ENDING

04/08/2022

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	101	T902	027	

Northpark West

65885	PL	003	201	T902	027	
-------	----	-----	-----	------	-----	--

Northpark West

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00		1.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00		1.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	1.00	0.00	0.00	1.00	2.00	0.00	2.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

23832 at 4/15/2022 7:27:40 AM

EMPLOYEE NAME

Sandra Scott

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Francisco Estrada - 14591 at 4/15/2022 10:15:30 AM

EMPLOYEE NUMBER

23832

OFFICE

027

SECTION

380

WEEK ENDING

04/15/2022

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	201	T902	027	

Northpark West

65885	PL	003	101	T902	027	
-------	----	-----	-----	------	-----	--

Northpark West

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00		1.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	1.00	0.50	0.00	0.00	1.50		1.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	2.00	0.50	0.00	0.00	2.50	0.00	2.50

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

23832 at 4/22/2022 8:02:43 AM

EMPLOYEE NAME

Sandra Scott

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Francisco Estrada - 14591 at 4/22/2022 11:11:01 AM

EMPLOYEE NUMBER

23832

OFFICE

027

SECTION

380

WEEK ENDING

04/22/2022

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	201	T902	027	

Northpark West

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	2.00	0.00	0.00	0.00	2.00		2.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	





## Daily Time Charged

Job 65885 Northpark

Ph-Seg: PL - 003 Northpark East (T-1014) LHRA T

Period from 04/02/2022 through 04/29/2022

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

23832 at 23832 at 4/22/2022 8:02:43 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Francisco Estrada - 14591 at Francisco Estrada - 14591 at 4/22/2022 11:11:01 AM

EMPLOYEE NAME

Sandra Scott

EMPLOYEE NUMBER

23832

OFFICE

027

SECTION

380

WEEK ENDING

04/22/2022

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	101	T902	027	

Northpark West

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.00	2.00	1.00	0.00	3.00		3.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	2.00	2.00	1.00	0.00	5.00	0.00	5.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

23832 at 4/29/2022 8:20:07 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Francisco Estrada - 14591 at 4/29/2022 10:16:34 AM

EMPLOYEE NAME

Sandra Scott

EMPLOYEE NUMBER

23832

OFFICE

027

SECTION

380

WEEK ENDING

04/29/2022

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	101	T902	027	

Northpark West

NUMBER	PH	SEG	SUB	TASK/ ACCOUNT	CHARGE	SHIFT
65885	PL	003	201	T902	027	

Northpark West

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	2.00	0.00	0.00	0.50	2.50		2.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	1.00	1.00	0.00	0.00	0.50	2.50		2.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	1.00	3.00	0.00	0.00	1.00	5.00	0.00	5.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

23927 at 4/8/2022 8:33:47 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Francisco Estrada - 14591 at 4/8/2022 11:09:23 AM

EMPLOYEE NAME

Scott Douglas Eby

EMPLOYEE NUMBER

23927

OFFICE

027

SECTION

380

WEEK ENDING

04/08/2022

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	003	201	T902	027	

Northpark West

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00		1.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00



## Daily Time Charged

Job 65885 Northpark

Ph-Seg: PL - 003 Northpark East (T-1014) LHRA T

Period from 04/02/2022 through 04/29/2022

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

23927 at 4/15/2022 8:27:59 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Francisco Estrada - 14591 at 4/15/2022 10:14:54 AM

EMPLOYEE NAME

Scott Douglas Eby

EMPLOYEE NUMBER

23927

OFFICE

027

SECTION

380

WEEK ENDING

04/15/2022

JOB IDENTIFICATION				TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG	SUB			
65885	PL	003	201	T902	027	

Northpark West

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00		
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	1.00
0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00	0.00	1.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)

27545 at 4/22/2022 11:22:48 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)

Michael Voinis - 17828 at 4/22/2022 1:15:16 PM

EMPLOYEE NAME

LeAnne Marie Napolillo

EMPLOYEE NUMBER

27545

OFFICE

027

SECTION

120

WEEK ENDING

04/22/2022

JOB IDENTIFICATION				TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG	SUB			
65885	PL	003	101	T901	027	

MC-Project Management

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.00	1.00	0.00	0.00	1.00		
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	1.00
0.00	0.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	1.00

	SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
REPORT	0.00	0.00	10.00	19.00	12.00	9.50	3.00	48.50	5.00	53.50



Lake Houston Redevelopment Authority

c/o The Morton Accounting Services

PO Box 10330

Houston, TX 77206

Invoice #: 015-65885-DS-002

LHRA CIP Number: T-1014 (A&B)

Project Name: Northpark TO5

Invoice Date: 5/20/2022

Attention: Stanley Sarman

For Professional Services Rendered through: 04/29/2022  
Northpark TO5  
Project: Northpark East - Final Design

Phase Code / Name	% of Contract	Fee	Previous Amount	Current Amount	% Complete	Total Fee Earned
T-1014A - HNTB Labor - Harris County (CSJ 0912-37-245) - Roadway Design			\$ 29,061.87	\$ 4,569.08		\$ 33,630.95
T-1014A - HNTB Labor - Harris County (CSJ 0912-37-245) - Misc Roadway Design			\$ -	\$ -		\$ -
T-1014A - HNTB Labor - Harris County (CSJ 0912-37-245) - Traffic Signals & Studies			\$ -	\$ -		\$ -
T-1014A - HNTB Labor - Harris County (CSJ 0912-37-245) - ITS			\$ -	\$ -		\$ -
T-1014A - HNTB Labor - Harris County (CSJ 0912-37-245) - QA/QC			\$ -	\$ -		\$ -
T-1014A - HNTB Expenses - Harris County (CSJ 0912-37-245) - Expenses			\$ -	\$ -		\$ -
T-1014A - HNTB Labor/Expense Total (Harris County)	35.96%	\$ 1,027,013.40	\$ 29,061.87	\$ 4,569.08	3.27%	\$ 33,630.95
T-1014A - Subconsultant - Agha Engineering, LLC - Harris County (CSJ 0912-37-245)	5.77%	\$ 164,861.85	\$ 1,723.22	\$ -	1.05%	\$ 1,723.22
T-1014A - Subconsultant - B2Z Engineering - Harris County (CSJ 0912-37-245)	3.55%	\$ 101,344.62	\$ -	\$ -	0.00%	\$ -
T-1014A - Subconsultant - IMS Engineers, Inc - Harris County (CSJ 0912-37-245)	5.31%	\$ 151,777.35	\$ -	\$ -	0.00%	\$ -
T-1014A - Subconsultant - M2L Associates, Inc - Harris County (CSJ 0912-37-245)	1.13%	\$ 32,400.00	\$ -	\$ -	0.00%	\$ -
T-1014A - Subconsultant - Gauge Engineering - Harris County (CSJ 0912-37-245)	8.27%	\$ 236,121.00	\$ 198,114.09	\$ -	83.90%	\$ 198,114.09
T-1014A - Harris County (CSJ 0912-37-245) Total		\$ 1,713,518.22	\$ 228,899.18	\$ 4,569.08		\$ 233,468.26
T-1014B - HNTB Labor - Montgomery County (CSJ 0912-72-618) - Roadway Design			\$ 24,742.26	\$ 3,046.06		\$ 27,788.32
T-1014B - HNTB Labor - Montgomery County (CSJ 0912-72-618) - Misc Roadway Design			\$ -	\$ -		\$ -
T-1014B - HNTB Labor - Montgomery County (CSJ 0912-72-618) - Traffic Signals & Studies			\$ -	\$ -		\$ -
T-1014B - HNTB Labor - Montgomery County (CSJ 0912-72-618) - ITS			\$ -	\$ -		\$ -
T-1014B - HNTB Labor - Montgomery County (CSJ 0912-72-618) - QA/QC			\$ -	\$ -		\$ -
T-1014B - HNTB Expenses - Montgomery County (CSJ 0912-72-618) - Expenses			\$ 27.38	\$ -		\$ 27.38
T-1014B - HNTB Labor/Expense Total (Montgomery County)	23.97%	\$ 684,675.60	\$ 24,769.64	\$ 3,046.06	4.06%	\$ 27,815.70
T-1014B - Subconsultant - Agha Engineering, LLC - Montgomery County (CSJ 0912-72-618)	3.85%	\$ 109,907.90	\$ 1,148.81	\$ -	1.05%	\$ 1,148.81
T-1014B - Subconsultant - B2Z Engineering - Montgomery County (CSJ 0912-72-618)	2.37%	\$ 67,563.07	\$ -	\$ -	0.00%	\$ -
T-1014B - Subconsultant - IMS Engineers, Inc - Montgomery County (CSJ 0912-72-618)	3.54%	\$ 101,184.90	\$ -	\$ -	0.00%	\$ -
T-1014B - Subconsultant - M2L Associates, Inc - Montgomery County (CSJ 0912-72-618)	0.76%	\$ 21,600.00	\$ -	\$ -	0.00%	\$ -
T-1014B - Subconsultant - Gauge Engineering - Montgomery County (CSJ 0912-72-618)	5.51%	\$ 157,414.00	\$ 132,076.06	\$ -	83.90%	\$ 132,076.06
T-1014B - Montgomery County (CSJ 0912-72-618) Total		\$ 1,142,345.47	\$ 157,994.51	\$ 3,046.06		\$ 161,040.57
TOTALS (T-1014A & T-1014B)		\$ 2,855,863.69	\$ 386,893.69	\$ 7,615.14	13.81%	\$ 394,508.83

Total Fee Earned To Date	\$ 394,508.83
Less Previous Billings	\$ 386,893.69
Amount Due This Invoice	\$ 7,615.14

Total Contract Amount Remaining	\$ 2,461,354.86
Total Percent Expended	13.81%

		Harris County	Montgomery County		Total MWBE
MWBE TRACKING	(CSJ 0912-37-245)	(CSJ 0912-72-618)	Total Billed	Contract	
AGHA Engineering, LLC	\$ 1,723.22	\$ 1,148.81	\$ 2,872.03	\$	274,769.75
B2Z Engineering	\$ -	\$ -	\$ -	\$	168,907.69
IMS Engineers, Inc	\$ -	\$ -	\$ -	\$	252,962.25
M2L Associates, Inc	\$ -	\$ -	\$ -	\$	54,000.00
			\$ 2,872.03	\$	750,639.69

# INVOICE

Date: 6/1/2022  
Basic Services  
**TIFWorks Work Order No. 74**

TIFWorks, LLC  
P.O. Box 10330  
Houston, Texas 77206  
(832)-978-5910  
ralph@tifworks.com

To

Stan Sarman  
Chairman of the Board  
Lake Houston Redevelopment Authority  
Tax Increment Reinvestment Zone Number Ten  
City of Houston, Texas

<i>Salesperson</i>	<i>Job</i>	<i>Payment Terms</i>	<i>Due Date</i>
Ralph De Leon	Lake Houston Redevelopment Authority	Due on receipt	

Qty	Description	Unit Price	Line Total
1	Basic Services – May 2022	\$9,270.00	\$9,270.00
	Board Materials		
		<b>Subtotal</b>	\$9,270.00
		<b>Total</b>	\$9,270.00

Make all checks payable to TIFWorks, LLC

***Thank you for your business!***

# Walter P Moore Invoice Summary



April 2022

Task Orders		LHRA CIP Number	WPM Invoice Number	Total Contract Authorization	Total Invoiced to Date	Current Invoice	Remaining Authorization	MWDBE Participation
1	On-Call	T-1006	0032204003	\$ 168,500.00	\$ 145,785.38	\$ 85.00	\$ 22,714.62	N/A
2	West Lake Houston @ Kings Crossing	T-1006	N/A	\$ 93,227.38	\$ 93,227.38	\$ -	\$ -	\$16,527.00
3	West Lake Houston @ Northpark	T-1006	N/A	\$ 128,454.31	\$ 128,454.31	\$ -	\$ -	\$19,561.00
4	Hamblen @ Forest Cove	T-1006	N/A	\$ 62,182.94	\$ 62,182.94	\$ -	\$ -	\$14,747.00
5	Construction Management	T-1006	N/A	\$ 174,715.00	\$ 172,027.66	\$ -	\$ 2,687.34	\$41,910.34
6	LHRA - WO 6 Kingwood Dr. at Woodland Hills Dr. and at Willow Terrace Dr.	T-1008	N/A	\$ 16,165.00	\$ 13,763.00	\$ -	\$ 2,402.00	\$1,433.00
7	LHRA -WO 7 Kingwood Dr. at Trailwood Village Dr. and at Green Oak Dr.	T-1009	N/A	\$ 16,165.00	\$ 13,671.50	\$ -	\$ 2,493.50	\$1,434.00
8	LHRA - WO 8 Kingwood Dr. at Royal Forest Dr. and at Chestnut Ridge Rd.	T-1010	N/A	\$ 16,165.00	\$ 13,860.37	\$ -	\$ 2,304.63	\$1,433.00
9	LHRA - WO 9 Woodland Hills at Kingwood Dr.	T-1015	N/A	\$ 303,979.00	\$ 279,625.03	\$ -	\$ 24,353.97	\$80,995.03
10	LHRA - WO 10 Willow Terrace at Kingwood Dr.	T-1008	N/A	\$ 194,081.00	\$ 172,870.60	\$ -	\$ 21,210.40	\$30,307.53
11	LHRA - WO 12 Mills Branch Corridor Analysis	T-1006	N/A	\$ 45,340.00	\$ 44,359.62	\$ -	\$ 980.38	\$2,500.00
Total Invoice Summary				\$ 1,218,974.63	\$ 1,139,827.79	\$ 85.00	\$ 79,146.84	\$ 210,847.90



May 20, 2022

Mr. Stan Sarman  
Chairman of the Board  
Lake Houston Redevelopment Authority – TIRZ 10  
P.O. Box 10330  
Houston, TX 77206

Re: Master Agreement No. TIRZ 10-01 (Work Order 1)  
April 2022 Invoice

Dear Mr. Sarman:

Attached please find our invoice for April 2022. This invoice is for preparing various map revisions and exhibits regarding the TIRZ boundary and land use.

Should you have any questions, please do not hesitate to call me at (713) 630-7342.

Sincerely,

WALTER P. MOORE AND ASSOCIATES, INC.

Rachel Ray-Welsh, P.E., STP, ENV SP  
Senior Associate

Enclosure

Cc: Ralph De Leon  
Melissa Morton, CPA



The Morton Accounting Services  
450 N. Sam Houston Parkway  
Houston TX 77060  
Attention: Melissa Morton

Invoice # : 0032204003  
Project : M031608601  
Project Name : Lake Houston(TIRZ 10) WO#1-Meetings  
Invoice Group : \*\*  
Invoice Date : 4/24/2022

For Professional Services Rendered through: 4/24/2022

Send invoice via email to Ralph DeLeon at [ralph@tifworks.com](mailto:ralph@tifworks.com),  
cc: Melissa Morton at [melissacpa@themortonassociates.com](mailto:melissacpa@themortonassociates.com)

Phase Code / Name	Phase Fee	Previous Amount	Current Amount	Total Fee Earned	Remaining Fee
9003R -- Transportation Houston	48,250.00	30,771.00	85.00	30,856.00	17,394.00
9T03 -- Traffic Houston	110,000.00	108,857.40	0.00	108,857.40	1,142.60
R800 -- M2L	2,150.00	2,100.00	0.00	2,100.00	50.00
Project Total	160,400.00	141,728.40	85.00	141,813.40	18,586.60
Total Billing Amount		----- 85.00			
Amount Due This Invoice:		----- 85.00			

Rachel Ray-Welsh

For questions regarding this invoice, please contact Andrea Chavez.  
Telephone: 713-630-7300 Email: [ACHavez@walterpmoore.com](mailto:ACHavez@walterpmoore.com)

To Remit by Check: P.O. Box 843127 • Dallas, Texas 75284-3127  
Wire/ACH Instructions: Account: 001390011163 Wire Routing: 026009593 ACH Routing: 111000025  
Bank: Bank of America NA • 700 Louisiana Street • Houston, Texas 77002  
Federal Tax ID Number: 74-1554339

Phase : 9O03R -- Transportation Houston

Rate Schedule Labor

<u>Class / Employee Name</u>	<u>Date</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Senior Engineer				
Rachel Ray-Welsh	4/19/2022	0.50	170.00	85.00
		-----		-----
		0.50		85.00
Rate Schedule Labor				85.00

Total Phase : 9O03R -- Transportation Houston	Labor :	85.00
	Expense :	0.00

Total Project : M031608601 -- Lake Houston(TIRZ 10) WO#1-Meetings	85.00
---	-------

For questions regarding this invoice, please contact Andrea Chavez.

Telephone: 713-630-7300 Email: AChavez@walterpmoore.com



web • print • identity

713.868.2500



# Invoice

<b>Bill To</b>
<b>Lake Houston Redevelopment Authority</b>

Date	Invoice #
6/1/2022	62901

		P.O. No.	Terms
Description	Qty	Rate	Amount
Web Site Hosting: 1 year term @ \$99/mo	12	99.00	1,188.00
	Sales Tax (8.25%)	\$0.00	
	Total	\$1,188.00	

TAB

SIX

# **McCALL GIBSON SWEDLUND BARFOOT PLLC**

*Certified Public Accountants*

13100 Wortham Center Drive  
Suite 235  
Houston, Texas 77065-5610  
(713) 462-0341  
Fax (713) 462-2708

PO Box 29584  
Austin, TX 78755-5126  
(512) 610-2209  
[www.mgsbpllc.com](http://www.mgsbpllc.com)  
E-Mail: [mgsb@mgsbpllc.com](mailto:mgsb@mgsbpllc.com)

June 9, 2022

Board of Directors  
Lake Houston Redevelopment Authority  
City of Houston, Texas

We are pleased to confirm our understanding of the services we are to provide Lake Houston Redevelopment Authority (the "Authority").

## **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, each major fund, and the disclosures, which collectively comprise the basic financial statements of the Authority as of and for the years ended June 30, 2022 and June 30, 2023. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Authority's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Authority's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis, and
- 2) Schedule of Revenues, Expenditures and Changes in Fund Balance –  
Budget and Actual – All Combined Govevernmental Funds

We have also been engaged to report on supplementary information other than RSI that accompanies the Authority's financial statements. The document we submit to you will include various supplementary schedules, including supplementary information required by the City of Houston, Texas. This supplementary information will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the financial statements as a whole except for that portion marked "unaudited", on which we will express no opinion.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles (GAAP); and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards (GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Authority or to acts by management or employees acting on behalf of the Authority.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

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

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

### **Audit Procedures – Internal Control**

We will obtain an understanding of the Authority and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified long-term debt as an audit area with significant risks of material misstatement as part of our audit planning. We will address this area of higher assessed risks of material misstatement by performing detailed testing of transactions related to the issuance and retirement of long-term debt.

### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatements, we will perform tests of the Authority's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the Authority from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole. 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 Authority involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Authority received in communications from employees, former employees, consultants, grantors, regulators, or others. In

addition, you are responsible for identifying and ensuring that the Authority complies with applicable laws and regulations.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You are responsible for the preparation of the supplementary information in conformity with the City's requirements. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the City's requirements; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the City's requirements; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

#### **Engagement Administration, Fees and Other**

The Authority will not pay any consultant for services that are determined to be an ineligible Project Cost under the TIRZ Act and the consultant shall repay the Authority for any payment made by the Authority to the consultant that is determined to be an ineligible Project Cost.

We are aware of the City of Houston's requirement to have the audit completed by September 30th, and barring any unforeseen circumstances every effort will be made to comply with this requirement

In accordance with provisions of the Local Records Retention Schedule Section 2-1: Item 1025-01 e) we agree to retain our audit work papers in our office for a period of three years after all questions arising from the audit have been resolved. In order to allow for all questions arising from the audit to be resolved and to comply with Rule 501.76(f) of the Rules of Professional Conduct of the Texas State Board of Public Accountancy the actual date will be the five-year anniversary of the audit report in question.

We expect to present a draft of the audit report within 45 days of the availability of the Authority's accounting records. Chris Swedlund is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign the report. The following is an estimate of our fees for the audit included in this engagement letter:

- Audit of the Authority's financial statements as of and for the year ended June 30, 2022, to range between \$10,000 and \$12,000
- Audit of the Authority's financial statements as of and for the year ended June 30, 2023, to range between \$10,000 and \$12,000

The above fee is based on anticipated cooperation from your consultants and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Not included in the fees above are out-of-pocket costs such as printing, postage, and other charges incidental to the completion of our audit. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement. The Authority will be obligated to compensate us for our time expended through the date of withdrawal or termination.

### **Reporting**

We will issue a written report upon completion of our audit of the Authority's financial statements, which will also address the supplementary information required by the City in accordance with *AU-C 725, Supplementary Information in Relation to the Financial Statements as a Whole*. Our report will be addressed to the Board of Directors of the Authority. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

### **GENERAL TERMS AND CONDITIONS**

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written documentation from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

The agreement may be terminated by either party, with or without cause, upon 30 days written notice.

You agree that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if each of us agrees to be bound. We will share any costs of mediation proceedings equally.

### **Fossil Fuels Boycott Verification**

As required by 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, McCall Gibson Swedlund Barfoot PLLC hereby verifies that McCall Gibson Swedlund Barfoot PLLC, including any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.

### **Firearms Discrimination Verification**

As required by Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87<sup>th</sup> Texas Legislature, Regular Session, "SB 19"), as amended, McCall Gibson Swedlund Barfoot PLLC hereby verifies that McCall Gibson Swedlund Barfoot PLLC, including any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19), as amended.

### **Israel Boycott Verification**

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

### **Anti-Terrorism Representation**

Pursuant to Chapter 2252, Texas Government Code, McCall Gibson Swedlund Barfoot PLLC represents and certifies that, at the time of execution of this letter neither McCall Gibson Swedlund Barfoot PLLC, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.



We appreciate the confidence you have placed in our firm and we look forward to serving the Authority again this coming year.

Sincerely,

*McCall Gibson Swedlund Barfoot PLLC*

McCall Gibson Swedlund Barfoot PLLC  
Certified Public Accountants  
Houston, Texas

This letter correctly sets forth the understanding of Lake Houston Redevelopment Authority.

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Signature

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Title

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Date

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Mayor's Office of  
Economic Development

---

Date

Engagement Letter

TAB

SEVEN

TxDOT:				Federal Highway Administration:	
CSJ #	0912-37-245 & 0912-72-618			CFDA No.	20.205
District #	12 - Houston	AFA ID	Z00002665 & Z00002666	CFDA Title	Highway Planning and Construction
Code Chart 64 #	61590				
Project Name	Northpark Dr: From Russell Palmer Dr to Woodland Hills			AFA Not Used For Research & Development	

STATE OF TEXAS       §

COUNTY OF TRAVIS   §

# **ADVANCE FUNDING AGREEMENT** **For** **Surface Transportation Block Grant Program** **Off-System**

**THIS AGREEMENT** (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **Lake Houston Redevelopment Authority**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

## **WITNESSETH**

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

**WHEREAS**, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **116073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **the widening of Northpark Dr from Russell Palmer Rd to Woodlands Hill Dr**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated June 9, 2022, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the

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<b>Code Chart 64 #</b>	<b>61590</b>				
<b>Project Name</b>	<b>Northpark Dr: From Russell Palmer Dr to Woodland Hills</b>			<b>AFA Not Used For Research &amp; Development</b>	

Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

## AGREEMENT

### 1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	<b>Local Government</b>	Utilities	Article 8
2.	<b>Local Government</b>	Environmental Assessment and Mitigation	Article 9
3.	<b>Local Government</b>	Architectural and Engineering Services	Article 11
4.	<b>State</b>	Construction Responsibilities	Article 12
5.	<b>Local Government</b>	Right of Way and Real Property	Article 14

### 2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### 3. Scope of Work

The scope of work for the Project consists of:

**CSJ: 0912-37-245** – The construction of Northpark Dr. from Russell Palmer to Harris County Line, from 4 to 6 lane boulevard including drainage, reconstruction of the bridge at Kingwood diversion ditch, and signalized intersection at Russell Palmer Drive.

**CSJ: 0912-72-618** – The construction of Northpark Dr. from Montgomery County Line to Woodlands Hill Dr., from 4 to 6 lane boulevard including drainage, reconstruction of the bridge at Ben's Branch, a pedestrian tunnel at Glade Valley Dr., and a signalized intersection at Woodland Hill Drive.

### 4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete

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when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

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- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds

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due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

## 5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

## 6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

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## 7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

## 8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

## 9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

## 10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).



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# 11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

# 12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's

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construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

### 13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

### 14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local

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Government shall be responsible for securing any additional real property required for completion of the Project.

- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The

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separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

#### 15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

#### 16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

<b>Local Government:</b>	<b>State:</b>
Lake Houston Redevelopment Authority Attention: Kelly Cashman 600 Travis Street, Suite 4200 Houston, Texas 77002	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 <sup>th</sup> Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

#### 17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

#### 18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

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**19. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

**20. Compliance with Laws**

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**21. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

**22. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**23. Procurement and Property Management Standards**

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

**24. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

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## 25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
  2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for

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noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

## 26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs,

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policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

## 27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).



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- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

## 28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

## 29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall

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complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### 30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five executives to the State if:
    - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

### 31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if

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applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).

- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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### 32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

#### THE STATE OF TEXAS

#### THE LOCAL GOVERNMENT

\_\_\_\_\_  
Kenneth Stewart  
Director of Contract Services  
Texas Department of Transportation

\_\_\_\_\_  
Stanley Sarman  
Chairman, Board of Directors  
Lake Houston Redevelopment Authority

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	0912-37-245 & 0912-72-618			<b>CFDA No.</b>	20.205
<b>District #</b>	12-Houston	<b>AFA ID</b>	Z00002665 & Z00002666		
<b>Code Chart 64 #</b>		61590			
<b>Project Name</b>	Northpark Dr: From Russell Palmer Dr to Woodland Hills				
				<i>AFA Not Used For Research &amp; Development</i>	

**ATTACHMENT A**  
**RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**

DRAFT

**RESOLUTION NO. [\_\_\_\_\_]**

**RESOLUTION APPROVING REQUEST BY THE LAKE HOUSTON REDEVELOPMENT AUTHORITY TO AGREE TO AN ADVANCED FUNDING AGREEMENT FOR THE SURFACE TRANSPORTATION BLOCK GRANT PROGRAM OFF-SYSTEM WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE IMPROVEMENT OF NORTHPARK DR.: FROM RUSSEL PALMER DRIVE TO WOODLAND HILLS, AND THE EXECUTION OF THE ADVANCED FUNDING AGREEMENT RELATING THERETO, AND APPROVING ALL MATTERS RELATED THERETO**

**WHEREAS**, the Lake Houston Redevelopment Authority (the “Authority”) has been legally created and has such authority as granted by state law and as delegated to the Authority by the City of Houston, Texas (the “City”); and

**WHEREAS**, the Authority has requested the Board of Director’s (the “Board”) approval to enter into certain agreements related to the improvement of Northpark Dr.; and

**WHEREAS**, the Board of Directors of the Authority desires to allow the Authority to participate in an Advanced Funding Agreement (the “AFA”) for Surface Transportation Block Grant Program Off-System by and between the Texas Department of Transportation and the Authority for improvement of Northpark Dr.: From Russel Palmer Drive to Woodland Hills, CSJ #0912-37-245 and CSJ #0912-72-618 (the “Project”); and

**WHEREAS**, the Authority desires to fund the Project with proceeds resulting from the issuance of municipal bonds; and

**WHEREAS**, the Authority expects the total cost of the project to be in the amount of \$43,374,644.00, and the Authority’s portion being \$8,741,982.00 and the Authority being responsible for 100% of cost overruns; and

**WHEREAS**, the Authority desires to designate Stanley Sarman, Philip Ivy, and Tom Broad as authorized signatories for this transaction; and

**WHEREAS**, the Authority’s Board has determined that it is in the best interest of the Authority to enter into the AFA and move forward with the Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LAKE HOUSTON REDEVELOPMENT AUTHORITY THAT:**

Section 1. Approval and Delegation. The Board hereby authorizes the Authority to enter into the proposed AFA and Project as described in Exhibit A, attached hereto, with such modifications as an Authorized Representatives (as defined below) may deem necessary and appropriate.

Section 2. Authorization to Execute and Deliver Documents and Approval of Certain Other Matters. The Board hereby authorizes Stanley Sarman, Philip Ivy, and Tom Broad, each

acting separately (each an “Authorized Representative”), to execute and deliver, or to cause to be executed and delivered, the AFA and such other agreements, documents, instruments, and certificates, as any such Authorized Representative, in their individual discretion, may deem necessary, advisable or appropriate to effectuate or carry out the purpose and intent of this Resolution, the taking of such action to conclusively evidence the appropriateness or necessity of any such agreements, documents, instruments, and certificates.

Section 3. Power to Revise Form of Documents. The Board hereby authorizes the Authorized Representatives to take all other actions and do all other things, as may be necessary, desirable or appropriate to carry out or assist in carrying out the purposes of this Resolution.

Section 4. Further Actions. The Board hereby authorizes the Authorized Representatives to take all other actions and do all other things, as may be necessary, desirable or appropriate to carry out or assist in carrying out the purposes of this Resolution or to perform the obligations of the Authority under this Resolution.

Section 5. Enforceable and Binding Act. Any agreement authorized by this Resolution shall become upon execution and delivery the enforceable and binding act and obligation of the Authority.

Section 6. Severability. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Exhibits Incorporated. Any Exhibit attached hereto shall be and hereby is incorporated into and made a part of this Resolution for all purposes.

Section 8. Ratification and Confirmation. All acts, transactions or agreements undertaken prior to the adoption of this Resolution by any member of the Board of Directors or any representatives of the Authority in connection with the matters authorized by this Resolution and all actions incidental thereto are hereby ratified, confirmed and adopted by the Authority.

APPROVED AND ADOPTED, June 9, 2022.

LAKE HOUSTON REDEVELOPMENT  
AUTHORITY

By: \_\_\_\_\_  
Tom Broad, Secretary

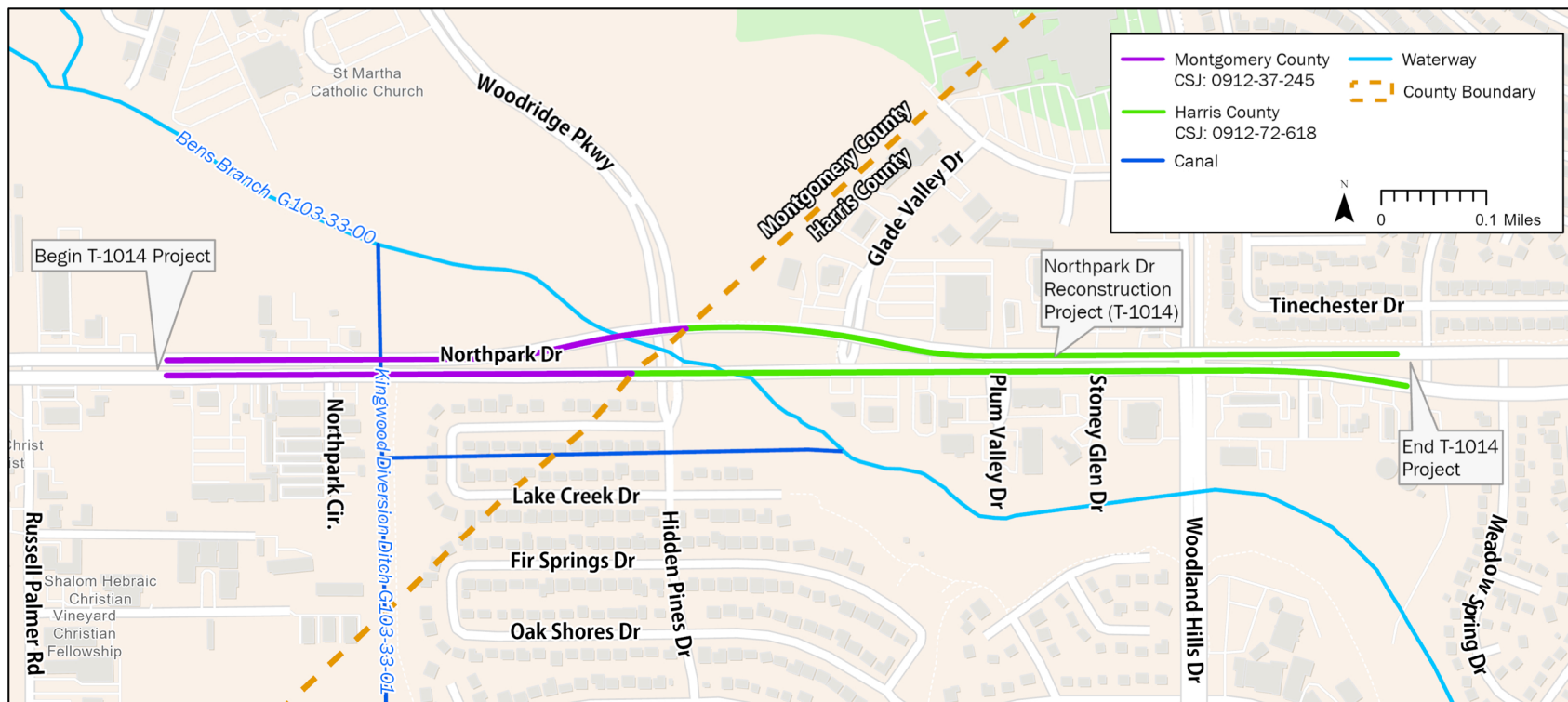
## **EXHIBIT A**



# Northpark Drive Reconstruction Project (T-1014)

The Lake Houston Redevelopment Authority/TIRZ 10 (LHRA) will be reconstructing Northpark Drive from east of Russell Palmer Road to east of Woodland Hills Drive, approximately 1.0 miles in length. The proposed roadway will be designed to relieve traffic congestion and provide a passable route for emergency vehicles in a major rain event.

The current four-lane boulevard will be expanded to a six-lane boulevard including 10' sidepaths for pedestrian and bicycle use, the reconstruction of the bridges over the Kingwood Diversion Ditch, drainage structure improvements both along the corridor and at Bens Branch (near Woodridge Parkway/Hidden Pines Drive), a pedestrian underpass near Glade Valley Drive, and improvements to the signalized intersections at both Woodridge Parkway and Woodland Hills Drive. The project will be designed and constructed in partnership with TxDOT and designed to TxDOT safety standards.



## **Northpark Drive Overpass Project (T-1013) – Projected Bidding/Letting Timeline**

The Final plans for the Northpark Drive Overpass Project (T-1013) were approved by the Houston Public Works on June 3, 2022 which now grants the project clearance to move forward with the bidding/letting process. Below is the projected timeline of events for the bidding/letting process that will be initiated in June 2022.

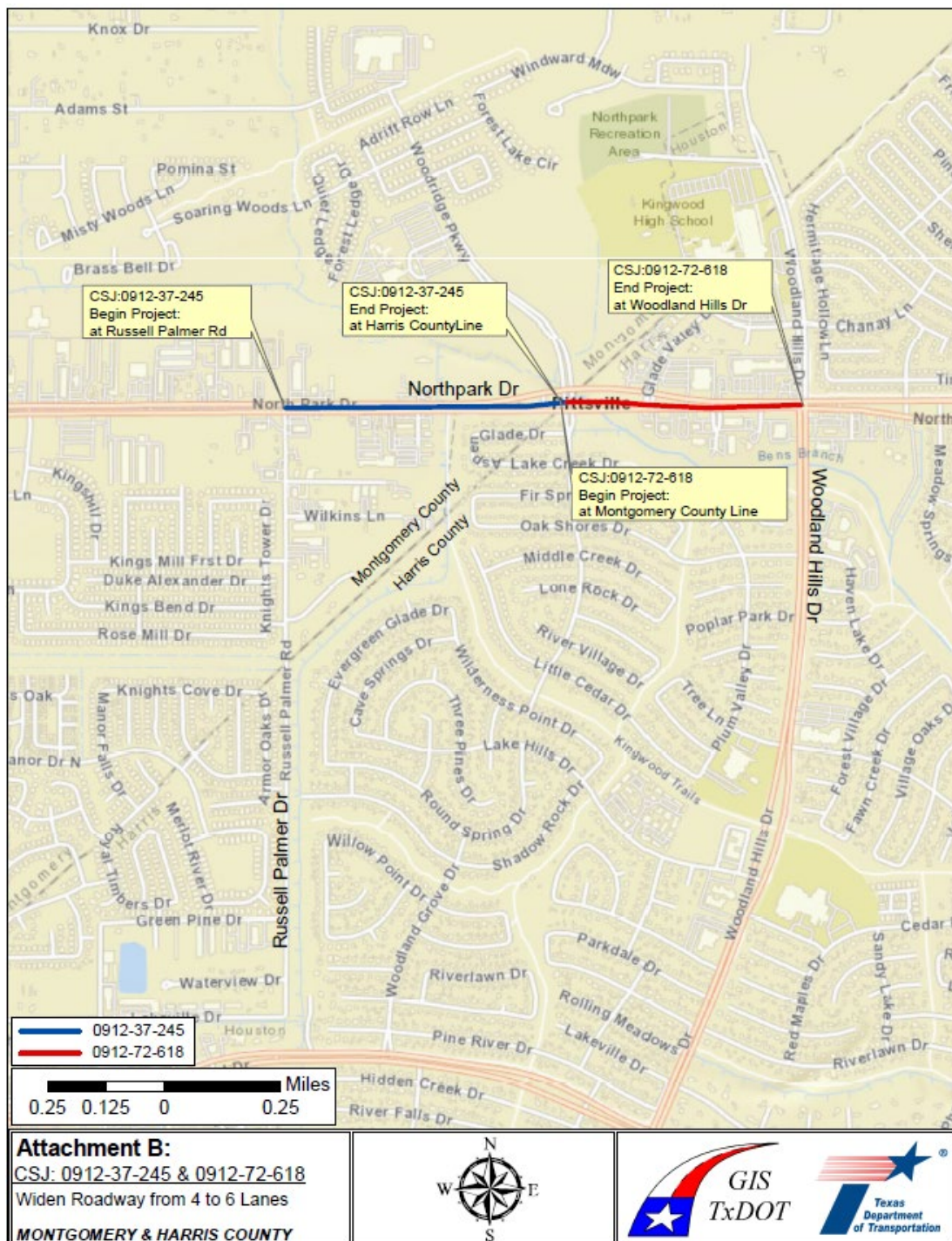
- 1) **June 15 – 17:** Advertise Contract for Bids to Contractor Community (via CIVCAST)
- 2) **June 17 – July 6:** Initial Contractor Review Period
- 3) **July 7:** Pre-bid Meeting with Interested Contractors
- 4) **July 8 – 15:** Respond to RFI's and Issue Addendums (if required)
- 5) **July 8 – August 4:** Contractors Prepare Respective Bids
- 6) **August 4:** Contractor Bids Due to LHRA
- 7) **August 5 – 8:** Prepare Bid Tabs, Initial Review of Contractor Requirements and Provide Contractor Recommendation to LHRA
- 8) **August 9 – 10:** LHRA Review of Contractor Recommendation
- 9) **August 11:** LHRA Board Meeting – Announce Notice of Intent to Award Contract
- 10) **August 12 – September 21:** Contract Processing, Verification of Bonds, Contractor Prepare Contract Documents and Requirements
- 11) **September 22:** LHRA Board Meeting – Provide Notice to Proceed (NTP) to Contractor
- 12) **Early October:** Groundbreaking Ceremony
- 13) **Early October:** Hold Preconstruction Meeting & Begin Contractor Mobilization

Northpark Overpass Project (T-1013): Projected Bidding/Letting Timeline																												
Task/Activity	Responsible Party	Jun-22			Jul-22			Aug-22			Sep-22			Oct-22														
Advertise Contract to Contractor Community (via CIVCAST)	HNTB																											
Pre-Bid Conference (incl. RFIs and Addendums)	HNTB																											
Contractors Prepare & Submit Bids	Contractors																											
Prepare Bid Tabs, Contractor Recommendation & Notice of Intent to Award Contract	LHRA & HNTB																											
Construction Contract Preparation, Verify Bonds, Insurance, etc.	Contractor/LHRA/HAK																											
Provide Notice to Proceed (NTP) to Contractor	LHRA																											
Groundbreaking Ceremony	Contractor/LHRA/HNTB																											
Phase I Construction	Contractor																											

<b>Legend</b>
Bidding/Letting Process
Groundbreaking
Construction

TxDOT:				Federal Highway Administration:	
CSJ #	0912-37-245 & 0912-72-618			CFDA No.	20.205
District #	12-Houston	AFA ID	Z00002665 & Z00002666	CFDA Title	Highway Planning and Construction
Code Chart 64 #	61590				
Project Name	Northpark Dr: From Russell Palmer Dr to Woodland Hills			AFA Not Used For Research & Development	

## ATTACHMENT B LOCATION MAP SHOWING PROJECT



<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>0912-37-245 &amp; 0912-72-618</b>			<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>12-Houston</b>	<b>AFA ID</b>	<b>Z00002665 &amp; Z00002666</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>61590</b>				
<b>Project Name</b>	<b>Northpark Dr: From Russell Palmer Dr to Woodland Hills</b>			<b>AFA Not Used For Research &amp; Development</b>	

## ATTACHMENT C PROJECT BUDGET

Construction Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount.  
The Local Government will then be responsible for 100% of the costs.

<b>Description</b>	<b>Total Estimated Cost</b>	<b>Federal Participation Cost</b>		<b>State Participation Cost</b>		<b>Local Participation Cost</b>	
Construction (Montgomery Co.) (by State) for CSJ: 0912-37-245	\$ 22,301,660	80%	\$ 17,841,328	0%		20%	\$ 4,460,332
Construction (Harris Co.) (by State) for CSJ: 0912-72-618	\$ 18,333,248	80%	\$ 14,666,598	0%		20%	\$ 3,666,650
<b>Subtotal</b>	<b>\$ 40,634,908</b>		<b>\$ 32,507,926</b>		<b>\$ -</b>		<b>\$ 8,126,982</b>
Environmental Direct State Costs	\$ 20,000	0%	\$ -	0%		100%	\$ 20,000
Right of Way Direct State Costs	\$ 5,000	0%	\$ -	0%		100%	\$ 5,000
Engineering Direct State Costs	\$ 75,000	0%	\$ -	0%		100%	\$ 75,000
Utility Direct State Costs	\$ 15,000	0%	\$ -	0%		100%	\$ 15,000
Construction Direct State Costs	\$ 2,500,000	80%	\$ 2,000,000	0%		20%	\$ 500,000
Indirect State Costs	\$ 124,736	0%	\$ -	100%	\$ 124,736	0%	\$ -
<b>TOTAL</b>	<b>\$ 43,374,644</b>		<b>\$ 34,507,926</b>		<b>\$ 124,736</b>		<b>\$ 8,741,982</b>

Initial payment by the Local Government to the State: \$115,000.00  
Payment by the Local Government to the State before construction: \$8,626,982.00  
Estimated total payment by the Local Government to the State \$8,741,982.00  
This is an estimate. The final amount of Local Government participation will be based on actual costs.

TAB

EIGHT

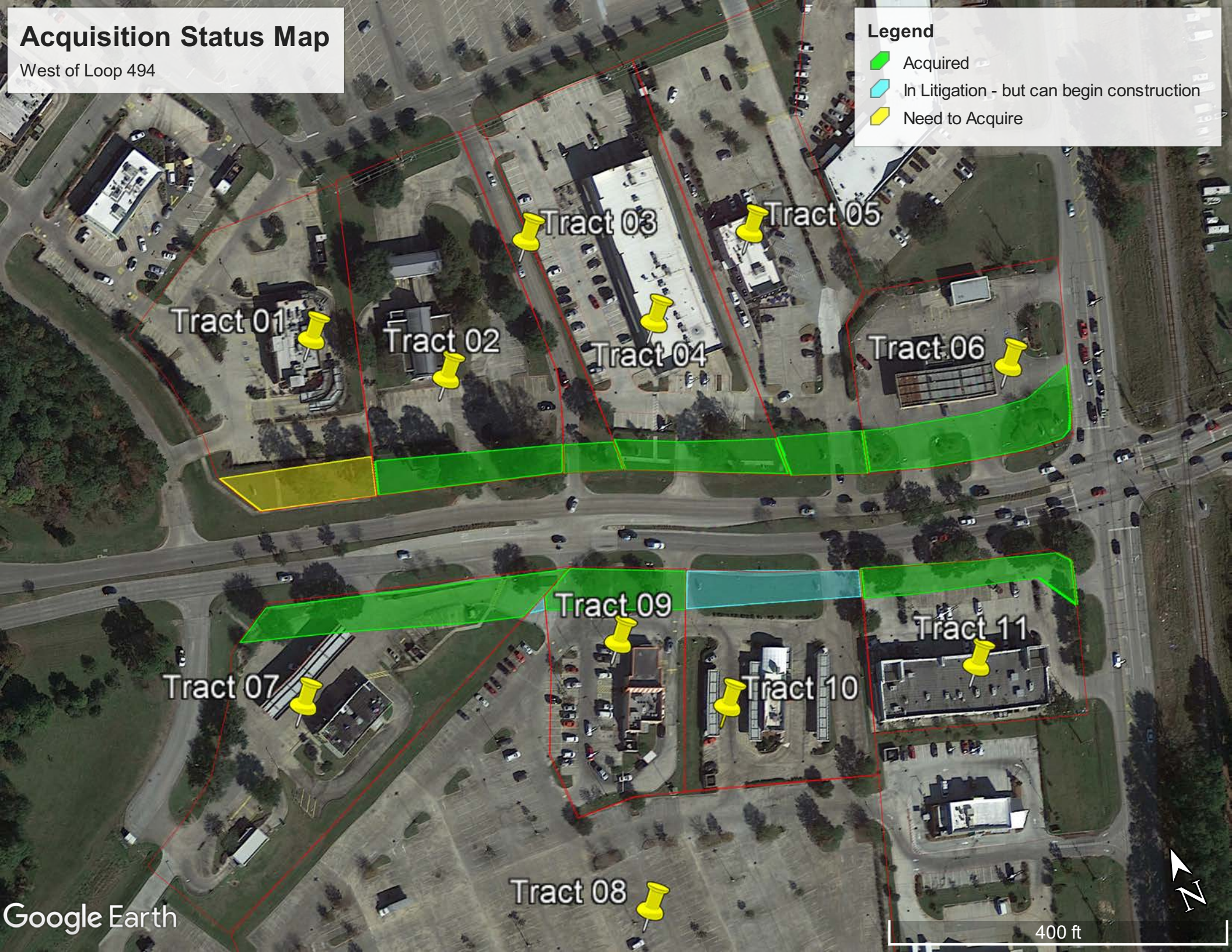


# Acquisition Status Map

West of Loop 494

## Legend

- Acquired
- In Litigation - but can begin construction
- Need to Acquire



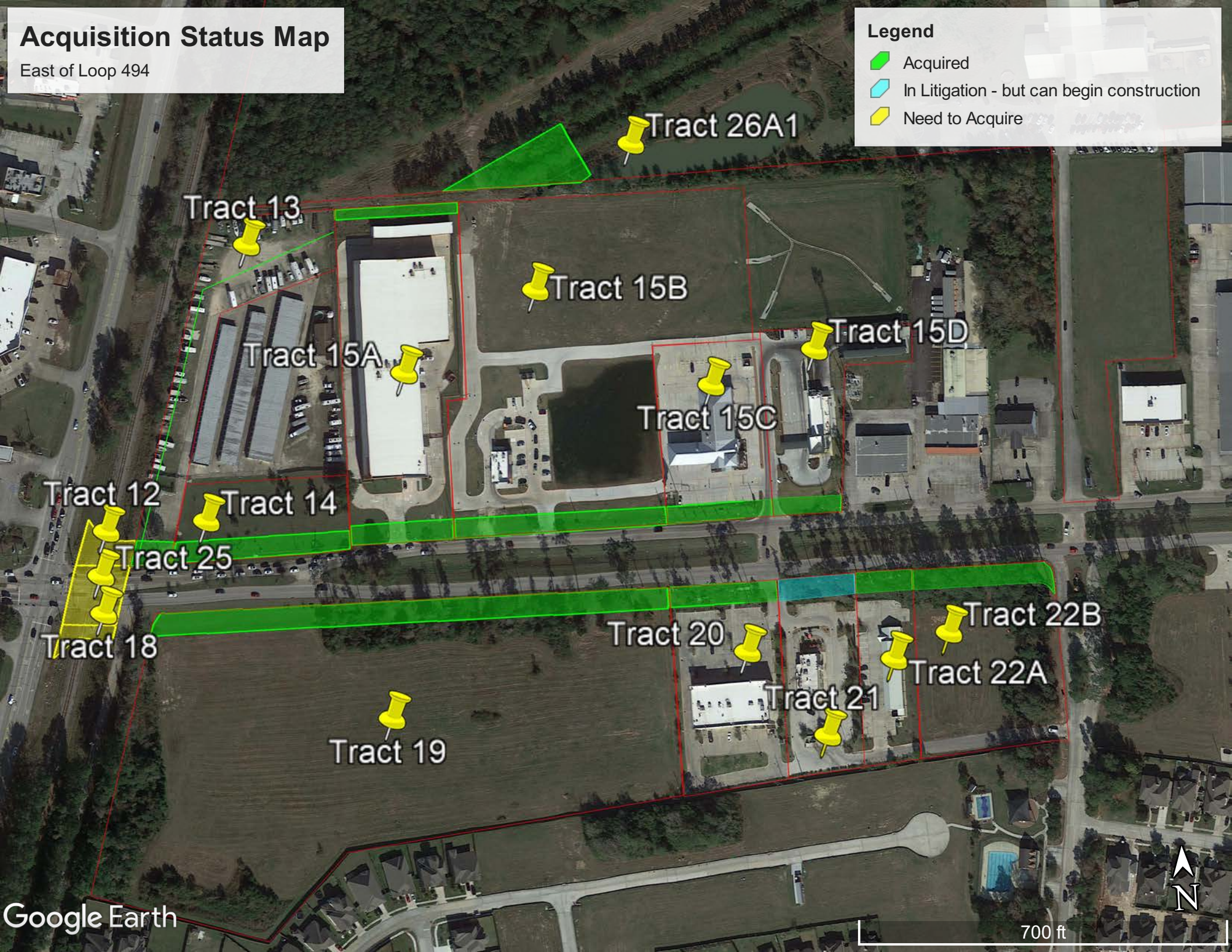


# Acquisition Status Map

East of Loop 494

## Legend

- Acquired
- In Litigation - but can begin construction
- Need to Acquire



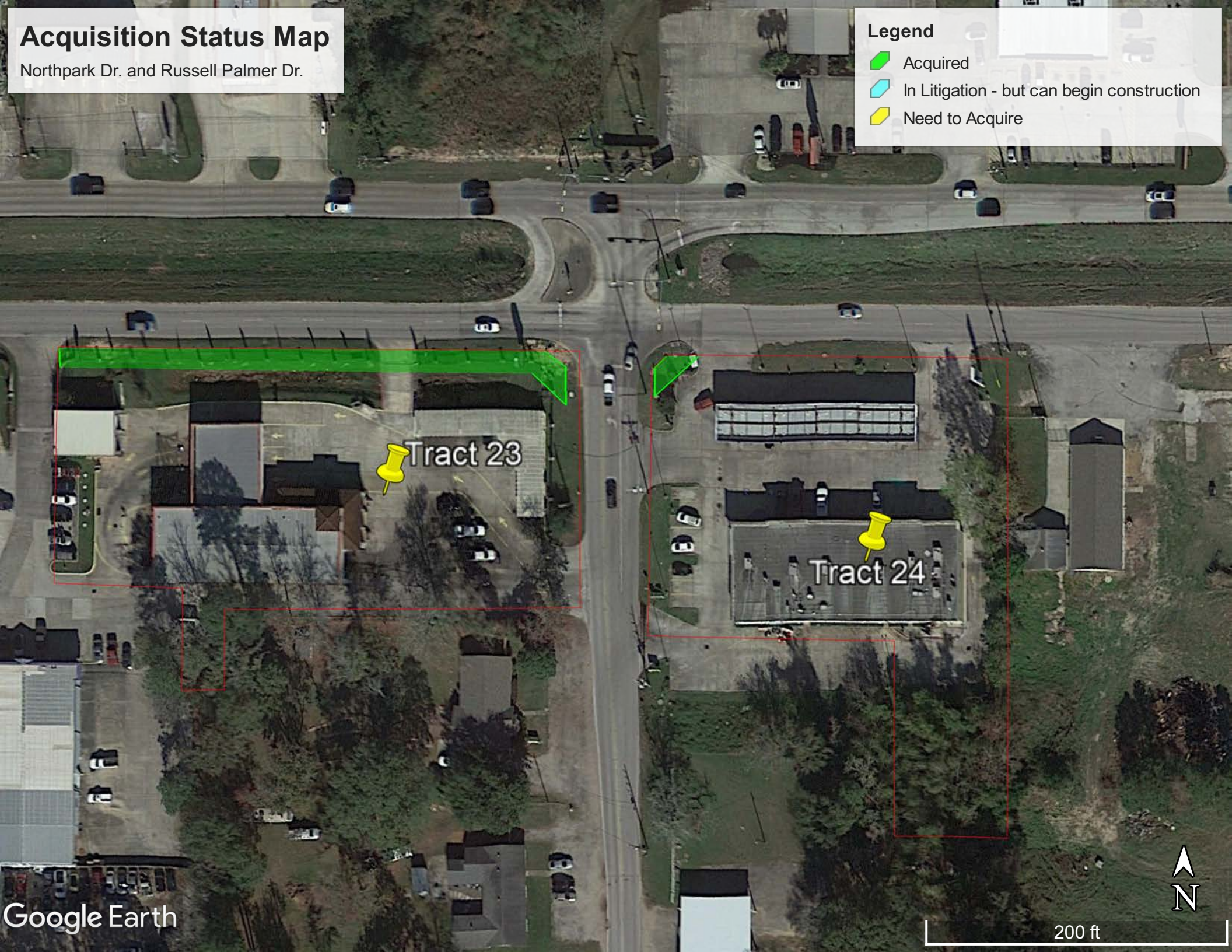


# Acquisition Status Map

Northpark Dr. and Russell Palmer Dr.

## Legend

- Acquired
- In Litigation - but can begin construction
- Need to Acquire





# Acquisition Status Map

Northpark Dr.

Legend

Acquired

In Litigation - but can begin construction

Need to Acquire

