

**REVISED AGENDA FOR MEETING OF THE BOARD OF DIRECTORS  
OF  
REINVESTMENT ZONE NUMBER TWENTY-SEVEN, CITY OF HOUSTON, TEXAS  
AND  
MONTROSE REDEVELOPMENT AUTHORITY, CITY OF HOUSTON, TEXAS**

Notice is hereby given that the Board of Directors of Reinvestment Zone Number Twenty-Seven, City of Houston, Texas (the “Zone”), and along with the Board of Directors of the Montrose Redevelopment Authority, City of Houston, Texas (the “Authority”), will hold a regular meeting on **Monday, May 19, 2025, at 6:30 p.m., at St. Stephens Episcopal Church, 1827 W. Alabama Street, Havens Center, Houston, Texas\*, with supplementary access via Zoom videoconference; REGISTRATION FOR THE VIDEOCONFERENCE IS REQUIRED and can be done at <https://us02web.zoom.us/meeting/register/qea9jns6Sk6t5ZY6wV8-pQ>**. The purpose of the meeting is 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 meeting to order.
2. Minutes.
3. Receive reports from:
  - a. bookkeeper;
  - b. HR Green;
  - c. The Goodman Corporation;
  - d. Budget and Finance Committee;
  - e. Housing and Community Development Committee;
  - f. Projects, Planning, and Parking Committee; and
  - g. Public Engagement Committee.
4. Receive public comment.

(In accordance with the registration procedure found on the last page of this agenda, a statement of no more than 3 minutes may be made of items of general relevance. There will be no yielding of time to another person. State law prohibits the Board Chair or members of the Board from commenting on any statement or engagement in dialogue without an appropriate agenda item being posted in accordance with the Texas Open Meetings Act. Comments should be directed to the entire board, not individual members. Engaging in verbal attacks or comments intended to insult, abuse, malign, or slander any individual shall be cause for termination of time privileges.)
5. Authorize payment of invoices.
6. Authorize appropriate action, if any, from the following reports:
  - a. HR Green, including:
    1. update on Montrose Blvd – Segment One, including, consider pay application;
    2. Montrose Safe Routes to School Connections, including, consider supplemental proposal for additional sidewalk segments;
    3. West Alabama Design Concept Report progress update; and
    4. Cherryhurst Sidewalks progress update;

Persons with disabilities who plan to attend this meeting and would like to request auxiliary aids or services are requested to contact the Zone’s attorney at (713) 860-6400 at least three business days prior to the meeting so that appropriate arrangements can be made.

- b. The Goodman Corporation, including:
    - 1. Interlocal Agreement with METRO for Cherryhurst Sidewalk project; and
    - 2. Resolution Supporting Application to TxDOT's 2025 Transportation Alternatives Set-Aside Call for Projects;
  - c. Projects, Planning, and Parking Committee, including proposal for parking study;
  - d. Housing and Community Development Committee, including consideration of proposal from January Advisors; and
  - e. Public Engagement Committee.
- 7. Consider updated Treasury Management Services Agreement - Terms and Conditions with Stellar Bank and authorize appropriate action.
  - 8. Review FY 2026 Budget, potential 5-year Capital Improvement Projects, and authorize appropriate action.
  - 9. Engage auditor to conduct audit for fiscal year end June 30, 2025.
  - 10. Engage Municipal Accounts & Consulting, LP, to perform a review of the audited financial statements.
  - 11. Announcements regarding workshops, seminars, and presentations relating to Zone and Authority matters.
  - 12. Discuss meeting schedule and proposed agenda items for upcoming Board meeting(s).



\_\_\_\_\_  
Attorney for the Zone

**\*The Board will conduct an in-person meeting at its physical meeting location. As an accommodation, the Board is making available a video and/or telephone option for members of the public to listen to the meeting and to address the Board during the public comment item, provided they indicate their intention to make public comment in the manner requested by the Board prior to the commencement of the public comment period. Members of the Board may participate via videoconference in accordance with the requirements of the Texas Open Meetings Act, provided a quorum of the Board meets in-person. REGISTRATION FOR THE VIDEOCONFERENCE IS REQUIRED and can be done at <https://us02web.zoom.us/meeting/register/qa9jns6Sk6t5ZY6wV8-pQ> and upon registration, a telephone number to join via teleconference, a link to join via videoconference, and a password to access the conference will be provided.**

*Reinvestment Zone Number Twenty-Seven, City of Houston, Texas (the "Zone"), and along with the Board of Directors of the Montrose Redevelopment Authority, City of Houston, Texas (the "Authority") reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code, Section 551.071 (Consultation with Attorney about Pending or Contemplated Litigation), Section 551.072 (Deliberations about Real Property), Section 551.073 (Deliberations about Gifts and Donations), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), and Section 551.087 (Economic Development).*

Persons with disabilities who plan to attend this meeting and would like to request auxiliary aids or services are requested to contact the Zone's attorney at (713) 860-6400 at least three business days prior to the meeting so that appropriate arrangements can be made.

**Montrose Redevelopment Authority**

Monday, May 19, 2025, at 6:30 PM

---

2. Approve minutes.

MINUTES  
REINVESTMENT ZONE NUMBER TWENTY-SEVEN, CITY OF HOUSTON, TEXAS  
AND  
MONTROSE REDEVELOPMENT AUTHORITY, CITY OF HOUSTON, TEXAS

April 21, 2025

The Board of Directors (the “Board”) of Reinvestment Zone Number Twenty-Seven, City of Houston, Texas (the “Zone”) and Montrose Redevelopment Authority, City of Houston, Texas (the “Authority”) met in regular session, open to the public, at the Havens Center, St. Stephen’s Episcopal Church, 1827 W. Alabama Street, Houston, Texas, 77098, inside the boundaries of the Zone, with supplemental access by teleconference and videoconference available to the public, on the 21st day of April, 2025, and the roll was called of the members of the Board:

Matt Brollier	Position 1 Chair
Katy Caldwell	Position 2
Murad Ajani	Position 3
Elizabeth A. Larson	Position 4
Robert Guthart	Position 5 Vice Chair
T. Ray “Ray” Purser	Position 6
Helen Zunka	Position 7

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

Also attending the meeting, either in person or via videoconference, were: Council Member Abbie Kamin and Cruz Almonaci of City of Houston Council District C; Tom Combs of Tom Combs and Associates, LLC; Brian Sparks of Triton Consulting Group, Inc.; Jennifer Curley, Mayor’s Office of Economic Development, City of Houston; Frederick King of ETI Bookkeeping; Patti Knudson and Walter Morris of Knudson LLP; Kristi Miller of The Goodman Corporation (“Goodman”); Muhammad Ali and David Greaney of HR Green, Inc. (“HRG”); Alia Vinson, Suewan Johnson, and Carnell Emanuel of Allen Boone Humphries Robinson LLP (“ABHR”); and members of the public, as shown on the attendance sheet attached hereto.

ESTABLISH QUORUM AND CALL TO ORDER

Chair Brollier called the meeting to order.

FY 2025 BUDGET STATUS AND PROPOSED AMENDMENT, FY 2026 BUDGET AND PROCESS, POTENTIAL 5-YEAR CAPITAL IMPROVEMENT PROJECTS

Council Member Kamin addressed the Board to express support for the proposed amendment to the Authority’s budget for the fiscal year ended June 30, 2025 and the Authority’s Capital Improvement Plan for 2025-2029 (the “Amendment”).

Ms. Curley reviewed the Amendment, which includes \$11.5 million for a portion of the renovation costs of the Metropolitan Multi-Service Center at West Gray. She also updated the Board on the preparation of the draft budget for the fiscal year ending June 30, 2026 and Capital Improvement Plan, and responded to questions from the Board. Following review and discussion, Director Caldwell moved to approve the Amendment. Director Guthart seconded the motion, which passed unanimously.

## MINUTES

The Board reviewed the minutes of the March 17, 2025, regular meeting. Following review and discussion, Director Guthart moved to approve the minutes, as presented. Director Caldwell seconded the motion, which passed by a vote of 6-to-0, with Director Purser abstaining.

## RECEIVE REPORTS

### BOOKKEEPER'S REPORT

Mr. King reviewed the monthly financial and bookkeeping report, a copy of which is attached.

### GAUGE ENGINEERING

Mr. Ali reviewed the engineer's report, a copy of which is attached, and provided an update on the projects outlined in the report.

### MONTROSE BOULEVARD, SEGMENT ONE UPDATE

Mr. Greaney provided an update on the status of the Montrose Boulevard, Segment One, project, and responded to questions from the Board. Chair Brollier directed members of the public to submit inquiries related to the project to [info@montrosehtx.org](mailto:info@montrosehtx.org).

### MONTROSE SAFE ROUTES TO SCHOOL CONNECTIONS PROJECT DESIGN

Mr. Ali provided an update on the design of the Montrose Safe Routes to School Connections project and responded to questions from the Board regarding same. He updated the Board on discussions with City of Houston Tax Increment Reinvestment Zone No. 14 regarding potential partnership opportunities.

### CHERRYHURST SIDEWALK IMPROVEMENTS

Mr. Ali updated the Board on the status of the Cherryhurst Sidewalk Improvements project.

## W. ALABAMA STREET IMPROVEMENT PROJECT

Mr. Ali updated the Board on the status of the W. Alabama Street Improvement project and responded to questions from the Board.

## THE GOODMAN CORPORATION

Ms. Miller reviewed the ongoing work of Goodman, including the pursuit of funds for certain Authority projects and the status of ongoing projects.

## FINANCE COMMITTEE

There was no report from the Finance Committee.

## AFFORDABLE HOUSING COMMITTEE

Director Guthart reviewed the ongoing work of the Affordable Housing Committee, as reflected in the April 17, 2025, committee report.

## PROJECTS AND PLANNING COMMITTEE

Chair Brollier reviewed the ongoing work of the Projects and Planning Committee, as reflected in the April 4, 2025, committee report, including consideration of a parking study for the Authority and potential improvements to Mandell Park.

## PUBLIC ENGAGEMENT COMMITTEE

Director Zunka reviewed the ongoing work of the Public Engagement Committee, as reflected in the April 16, 2025, committee report. Director Zunka discussed communication plans, outreach, and other engagement efforts for the Montrose Boulevard, Segment One, project.

## RECEIVE PUBLIC COMMENT

Julie Young expressed her support for Authority projects, including the rehabilitation of the Metropolitan Multi-Service Center at West Gray.

Laura Conely discussed pedestrian safety along Montrose Boulevard, including a request for a protected sidewalk during construction.

Jack Valinski discussed pedestrian safety and signage needs along Montrose Boulevard.

Rocky Kneten discussed the Montrose Boulevard project, as well as his desire to preserve mature trees in the area.

Rebecca Jasso expressed her appreciation for community notifications related to the Montrose Boulevard project. She also requested that meeting materials be made available on the Authority's website prior to the meeting.

Kevin Strickland discussed the public information material regarding the Montrose Boulevard project and related safety improvements.

Steve Longmire expressed support for rehabilitation of the Metropolitan Multi-Service Center at West Gray. He addressed efforts toward affordable housing in the Zone. He also requested that meeting materials be made available on the Authority's website prior to the meeting and addressed the audio/visual equipment used at the meeting.

Sam Wagner discussed pedestrian access to the Metropolitan Multi-Service Center at West Gray.

Nancy Higgs commended the Board for their service to the Montrose community.

Sarah Frazier expressed support for the Montrose Boulevard project and requested clarification on sidewalk widths. She also provided suggestions for providing affordable housing in the Zone.

Laura Caille expressed appreciation for community notifications relating to the Montrose Boulevard project.

Michelle Bouchard expressed her appreciation for community notifications related to the Montrose Boulevard project, as well as rehabilitation of the Metropolitan Multi-Service Center at West Gray.

Sue Lovell discussed concerns relating to affordable housing in the Zone, including projects that received tax breaks from public finance corporations.

David Centanni inquired about sidewalk improvements along Westheimer Road and related data.

Medhi Rais discussed resources for new directors to familiarize themselves with Authority projects. He expressed his support for the rehabilitation of the Metropolitan Multi-Service Center at West Gray.

Alexander Spike expressed his desire for public engagement relating to the West Alabama project. He expressed support for a parking district and discussed the use of parking district funds for sidewalk improvements. Mr. Spike also expressed a desire to maintain a diverse housing stock in the Zone.

Alondra Anahi inquired about how the list of recipients of informational materials for the Montrose Boulevard, Segment One, project was determined. She also expressed concerns regarding the sidewalk width in certain areas of the Montrose Boulevard, Segment One, project.

## REORGANIZE COMMITTEES AND APPOINT SECRETARY

The Board considered renaming and restructuring certain committees and making appointments to all committees. Chair Brollier provided an overview of the Authority's committees, including the Projects, Planning, and Parking Committee, Budget and Finance Committee, Public Engagement Committee, and Housing and Community Development Committee.

The Board then considered reorganizing the Board to appoint Director Zunka as Secretary.

Following discussion, Director Caldwell moved to: (1) approve appointments to the following committees: (a) Directors Brollier, Guthart, and Caldwell to serve on the Projects, Planning, and Parking Committee; (b) Directors Ajani, Brollier, and Zunka to serve on the Budget and Finance Committee; (c) Directors Zunka, Purser, and Larson to serve on the Public Engagement Committee; and (d) Directors Caldwell, Purser, and Guthart to serve on the Housing and Community Development Committee; and (2) appoint Director Zunka as Secretary. Director Guthart seconded the motion, which passed unanimously.

## AUTHORIZE PAYMENT OF INVOICES

The Board reviewed and discussed invoices submitted for payment, which were included in the bookkeeper's report. Mr. Ali discussed expected engineering and construction fees related to ongoing Authority projects. Following review and discussion, Director Purser moved to approve the bookkeeper's report and authorize payment of the invoices. Director Caldwell seconded the motion, which passed unanimously.

## AUTHORIZE APPROPRIATE ACTION FOR PROJECTS

### GAUGE ENGINEERING, INCLUDING RECEIVE AND ACKNOWLEDGE TRANSITION LETTER FROM GAUGE ENGINEERING TO HR GREEN

Mr. Greaney responded to earlier public comments, as well as questions from the Board related to the Montrose Boulevard, Segment One, project.

Mr. Ali responded to earlier public comments, as well as questions from the Board related to the Montrose Safe Routes to School Connections project.

Mr. Ali presented a letter agreement from HRG regarding the acquisition of Gauge Engineering, LLC, and continuation of services to the Authority under



HRG. Following review and discussion, Director Guthart moved to accept the letter agreement from HRG. Director Zunka seconded the motion, which passed unanimously.

## THE GOODMAN CORPORATION

Ms. Miller reviewed an Interlocal Agreement By and Between City of Houston, Texas and Montrose Redevelopment Authority for Federal Transit Administration Awards (the "Interlocal Agreement"). Following review and discussion, Director Guthart moved to approve the Interlocal Agreement, subject to final review by the City and Federal Transit Administration. Director Ajani seconded the motion, which passed unanimously.

## AFFORDABLE HOUSING COMMITTEE, INCLUDING SCOPE OF WORK FROM JANUARY ADVISORS

Director Guthart reviewed a proposal from January Advisors for preparation of an affordable housing study. The Board deferred consideration of this matter pending further review by the Housing and Community Development Committee.

## PUBLIC ENGAGEMENT COMMITTEE, INCLUDING AGREEMENT WITH MYHART COMMUNICATIONS

Director Zunka reviewed a Master Client Agreement by and between MyHart Communications and Montrose Redevelopment Authority for public relations and communication services and the scope of work with a fee not to exceed \$3,500 per month (the "Agreement"). Following review and discussion, Director Purser moved to approve the Agreement. Director Guthart seconded the motion, which passed unanimously.

## EXHIBIT TO SERVICE AGREEMENT WITH TOM COMBS AND ASSOCIATES, LLC

Ms. Vinson discussed the Authority's Professional Services Agreement with Tom Combs and Associates, LLC, including the scope of work for Class B Services related to public outreach, media support, social media and administrative support. Following review and discussion, Director Guthart moved to approve the Exhibit 1 to Exhibit A (Scope of Class B Services), as presented. Director Purser seconded the motion, which passed unanimously.

## ANNOUNCEMENTS REGARDING WORKSHOPS, SEMINARS, AND PRESENTATIONS RELATING TO ZONE AND AUTHORITY MATTERS

There was no discussion on this matter.

## DISCUSS MEETING SCHEDULE

The Board noted that the next Authority meeting is planned for May 19, 2025, at 6:30 p.m. at St. Stephen's Episcopal Church, the Havens Center, 1827 W. Alabama Street, Houston, Texas, 77098.

## ADJOURN

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

---

Secretary, Board of Directors

LIST OF ATTACHMENTS TO MINUTES

	<u>Page</u>
Attendance Sheet.....	1
Financial and Bookkeeping Report .....	2
HRG Report .....	2

## ATTENDANCE SHEET

- |  |  |
|--|--|
| 1. Julie Young, East Montrose                | 19. Laura Caille                         |
| 2. Cruz Almonaci, CM Kamin<br>Office         | 20. Michelle Bouchard, North<br>Montrose |
| 3. Kristi Miller, TGC                        | 21. Sue Lovell, North Montrose           |
| 4. David Greaney, HR Green                   | 22. Ann Derryberry                       |
| 5. Laura Conely, Resident,<br>UrbanPaths     | 23. Paul Herrera                         |
| 6. Jack Valinski, President,<br>Neartown     | 24. David Centanni                       |
| 7. Jeremy Kubicek, Resident                  | 25. Alexander Spike                      |
| 8. Rocky Kneten, Hyde Park Civic<br>Board    | 26. Ben Suscavage                        |
| 9. Rebecca Jasso, Resident                   | 27. Mehdi Rais                           |
| 10. John Geiss, Richwood Place Civic         | 28. Jeff Reichman                        |
| 11. Kevin Strickland, Walk & Roll<br>Houston | 29. Cassie Jenkins                       |
| 12. Steve Longmire, FMC                      | 30. Sonia Soto                           |
| 13. Jim Tucker, EMCA                         | 31. Nick Killian                         |
| 14. Sam Wagner                               | 32. Nabeel Kurji                         |
| 15. Nancy Higgs                              | 33. Debra Oliver                         |
| 16. Theodore Kim, Rice University            | 34. Lloyd Matzner                        |
| 17. Jungyoun Lee, Rice University            | 35. Katy Rais                            |
| 18. Sarah Frazier, Hyde Park                 | 36. Robert Sheppard                      |
|  | 37. Nicholas Whitaker                    |
|  | 38. Karen Rose                           |
|  | 39. Alondra Anahi                        |
|  | 40. Linda Trevino                        |

**Montrose Redevelopment Authority**

Monday, May 19, 2025, at 6:30 PM

---

3. Receive reports from:
  - a. bookkeeper;
  - b. HR Green;
  - c. The Goodman Corporation;
  - d. Budget and Finance Committee;
  - e. Housing and Community Development Committee;
  - f. Projects, Planning, and Parking Committee; and
  - g. Public Engagement Committee.

# **Montrose Redevelopment Authority / TIRZ No. 27**

## **Cash Management Report**

April 30, 2025

### **ETI BOOKKEEPING SERVICES**

17111 ROLLING CREEK DRIVE SUITE 108

HOUSTON TX 77090

TELEPHONE 281 444 3384 FAX 281 440 8304

Fiscal Year End: June 30, 2025

## **Summary**

<u>Current Activity</u>	<u>General Operating Fund</u>	<u>Capital Project Fund</u>	<u>Debt Service Fund</u>	<u>Total</u>
Beginning Balance	13,671,223.53	15,270,888.20	11,783.74	28,953,895.47
Revenue	100,008.64	54,324.87	41.94	154,375.45
Expenditures	255,831.42	51,697.28	0.00	307,528.70
Ending Balance	13,515,400.75	15,273,515.79	11,825.68	28,800,742.22

## **NOTES:**

<b>Date</b>	<b>Series</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
9/1/2024	2023	520,000.00	350,209.38	870,209.38
3/1/2025	2023		337,209.38	337,209.38
			<b>Total FYE 2024</b>	<b>1,207,418.76</b>

April 30, 2025

## General Operating Fund

**BEGINNING BALANCE:** **13,671,223.53**

**REVENUE:**

Stellar Bank Interest	10.59	
TexPool Interest	48,300.77	
Due from CPF	51,697.28	
Voided Check (s)	0.00	
<b>Total Revenue:</b>		<b>100,008.64</b>

**DISBURSEMENTS:**

Checks Presented At Last Meeting	244,150.61	
Checks Written at/after Last Meeting	11,653.02	
Bank Charges	27.79	
<b>Total Expenditures</b>		<b>255,831.42</b>

**Ending Balance:** **13,515,400.75**

**Location of Assets:**

Institution	Investment Number	Interest Rate	
Stellar Bank	*5200	0.1000	9,853.56
TexPool	*0001	4.3355	13,505,547.19
<b>Total</b>			<b>13,515,400.75</b>

Operating Fund 04-30-2025 Balance	13,515,400.75	
Less Checks Presented at meeting	-185,796.94	
<b>Projected Ending Balance</b>	<b>13,329,603.81</b>	

**TIRZ 27 - Montrose RA**  
**Checks Presented**  
**May 19, 2025**

Num	Name	Description	Amount
2423	Allen, Boone, Humphries, Robinson LLP	Legal Fees	-26,712.68
2424	Equi-Tax Inc.	Tax Roll Management	-637.50
2425	ETI Bookkeeping Services	Bookkeeping Fee	-1,736.18
2426	VOID	VOID	0.00
2427	January Advisors	Consultant Fees	-581.25
2428	Knudson, LP	Professional Consultant	-17,571.47
2429	Myhart Communications	Administrative Planning	-2,127.50
2430	St. Stephen's Episcopal Church	Meeting Room Rental	-125.00
2431	The Goodman Corporation	Planning Consultant	-21,358.90
2432	Tom Combs & Associates	Consultant Fees	-9,500.00
2433	ZM Interests, LP	Rent- June	-495.00
2434	Gauge Engineering, LLC	Engineering Fees	-61,408.24
2435	Gauge Engineering, LLC	Engineering Fees - Capital Projects	-43,543.22
<b>Total</b>			<b>-185,796.94</b>



## Capital Projects Fund

**BEGINNING BALANCE** 15,270,888.20

### REVENUE

TexPool Interest	54,324.87	
Voided Check(s)	0.00	
<b>Total Revenue</b>		<b>54,324.87</b>

### EXPENDITURES

Checks Presented at Last Meeting	0.00	
Checks Written at/after Last Meeting	0.00	
Due to GOF	51,697.28	
<b>Total Expenditures</b>		<b>51,697.28</b>

**ENDING BALANCE** 15,273,515.79

### Location of Assets:

Institution	Investment Number	Interest Rate	Current Balance
TexPool	*0004	4.3355	15,273,515.79
		<b>Total</b>	<b>15,273,515.79</b>

**Montrose Redevelopment Authority/ TIRZ 27**  
**\$14,965,000 Tax Increment Contract Revenue Bonds Series 2023**  
**Use and Distribution**

	<u>Amount Approved</u>	<u>Distribution</u>	<u>Variance</u>
<b><u>Approved Bond Project</u></b>			
Montrose Blvd Phase 1	14,172,870	231,279	13,941,591
<b>Total Bond Project Cost</b>	<b>14,172,870</b>	<b>231,279</b>	<b>13,941,591</b>
<b><u>Non-construction costs</u></b>			
Interest Due to Debt Service	429,979	429,979	0
Bond Insurance	264,603	264,603	0
Surety Policy	36,320	36,320	0
Financial Advisor	107,395	107,395	0
Bond Counsel	274,688	274,688	0
Underwriter's Discount	85,306	85,306	0
Texas Attorney General	9,500	9,500	0
Rating Agency	23,250	23,250	0
Underwriter's Counsel	68,000	68,000	0
Printing Cost	2,299	2,299	0
Trustee Counsel/ Fee	13,500	13,500	0
<b>Total Nonconstruction Costs:</b>	<b>1,314,840</b>	<b>1,314,840</b>	<b>0</b>
<b>Total Bond Issuance Requirement*</b>	<b>15,487,710</b>	<b>1,546,119</b>	<b>13,941,591</b>
Interest Earned			1,331,925
Ending Bank Balance			<u><u>15,273,516</u></u>

\*Balance of \$15,487,710 comprised of \$14,965,000 Issuance plus \$522,710 Net Premium

## Debt Service Fund

<b>BEGINNING BALANCE</b>		<b>11,783.74</b>
<b>REVENUE</b>		
Bond Proceeds	0.00	
Texpool Interest	41.94	
Voided Check (s)	0.00	
Total Revenue		<b>41.94</b>
<b>EXPENDITURES</b>		
Debt Service Interest Payment	0.00	
Debt Service Principal Payment	0.00	
Trustee Fee	0.00	
Total Expenditures		<b>0.00</b>
<b>ENDING BALANCE</b>		<b>11,825.68</b>

### Location of Assets:

Institution	Investment Number	Interest Rate	Current Balance
TexPool	*0002	4.3355	11,825.68
		<b>Total</b>	<b>11,825.68</b>

**Montrose Redevelopment Authority / TIRZ 27**  
**Investment Report**  
**April 30, 2025**

**SCHEDULE OF INVESTMENTS**

Investment Pools

Fund	Location Of Assets	Interest Rate	Beginning Balance		Interest Earned	Deposits or (Withdrawals)	Ending Balance	
			Market	N.A.V.			Market	N.A.V.
GOF	TexPool	4.3355	13,650,685.65	1.00001	48,300.77	(48,300.77)	13,650,685.65	1.00003
CPF	TexPool	4.3355	15,271,040.91	1.00001	54,324.87	(54,324.87)	15,271,040.91	1.00003
DSF	TexPool	4.3355	11,783.86	1.00001	41.94	0.00	11,783.86	1.00003
								11,825.68

Demand Accounts

Fund	Location Of Assets	Interest Rate	Purchase Date	Beginning Balance	Interest Earned	Deposits or (Withdrawals)	Ending Balance
GOF	Stellar Bank	0.10	8/1/2021	20,674.39	10.59	(10.59)	20,674.39

Collateral Pledged in Addition to FDIC

Depository Institution	Total Funds On Deposit	Custodial Institution	Securities Pledged	Collateral Description	Par Value	Market Value
Stellar Bank	20,674.39	FHLB-Dallas	1,000,000	LOC	1,000,000	1,000,000

Certification:

The Authority's investments are in compliance with the investment strategy as expressed in the Authority's Investment Policy and the Public Funds Investment Act. I hereby certify that pursuant to the Senate Bill 253 and in connection with the preparation of this investment report, I have reviewed the divestment lists prepared and maintained by the Texas Comptroller of Public Accounts, and the Authority does not own direct or indirect holdings in any companies identified on such lists.

Bookkeeper \_\_\_\_\_

Investment Officer \_\_\_\_\_

Investment Officer	Date Assumed Office	Training Completed
Jennifer Landreville	1/13/2020	10/25/2024

**TIRZ 27 - Montrose RA**  
**Profit & Loss Budget vs. Actual**  
**April 2025**

		April			Year to Date ( 10 Months )			Annual
		Actual	Budget	Variance	Actual	Budget	Variance	Budget
<b>Income</b>								
	6-4320 · Increment Collections	0	0	0	6,953,578	7,120,140	-166,562	7,120,140
	6-4330 · Interest	48,311	4,167	44,144	553,064	41,667	511,397	50,000
	6-4336 · Grants	0	638,619	-638,619	0	6,386,185	-6,386,185	7,663,422
<b>Total Income</b>		<b>48,311</b>	<b>642,786</b>	<b>-594,475</b>	<b>7,506,642</b>	<b>13,547,992</b>	<b>-6,041,350</b>	<b>14,833,562</b>
<b>Expense</b>								
	6-6300 · Salaries and Benefits	17,571	6,000	11,571	177,574	60,000	117,574	72,000
	6-6320 · Legal Fees	26,713	10,000	16,713	276,819	100,000	176,819	120,000
	6-6321 · Auditing Fees	0	0	0	17,000	10,000	7,000	10,000
	6-6322 · Engineering Fees	6,965	4,167	2,798	20,959	41,667	-20,708	50,000
	6-6323 · Planning Consultants	21,359	4,167	17,192	62,261	41,667	20,594	50,000
	6-6324 · Affordable Housing Consultant	581	5,833	-5,252	3,743	58,333	-54,590	70,000
	6-6333 · Accounting	1,687	1,583	104	18,554	15,833	2,721	19,000
	6-6334 · Tax Roll Management	638	667	-29	6,675	6,667	8	8,000
	6-6353 · Insurance / Bonds	0	0	0	1,992	5,000	-3,008	5,000
	6-6370 · Board Meeting Expense	125	0	125	1,000	0	1,000	0
	6-6410 · Montrose Collective Reimburse	0	0	0	168,409	0	168,409	0
	6-6430 · COH Municipal Services	0	0	0	189,901	196,546	-6,645	196,546
	6-6431 · COH Admin Fee	0	0	0	356,007	356,007	0	356,007
	6-6450 · Public Engagement Expenses	0	5,000	-5,000	40,368	50,000	-9,632	60,000
	6-6460 · Board Development	0	417	-417	0	4,167	-4,167	5,000
	6-7000 · Capital Expenditure							
	6-7206 · Workforce/Affordable Housing	0	62,500	-62,500	0	625,000	-625,000	750,000
	6-7214 · Dallas Bikeway	0	0	0	3,156	0	3,156	0
	6-7217 · Sidewalk Program/ Safe	16,177	29,167	-12,990	276,981	291,667	-14,686	350,000
	6-7218 · Montrose Blvd - Reconstruction	2,423	617,500	-615,077	211,831	6,175,000	-5,963,169	7,410,000
	6-7222 · Safe Route to School Sidewalk	17,834	0	17,834	82,043	0	82,043	0
	6-7223 · W Alabama Street	18,009	62,500	-44,491	21,009	625,000	-603,991	750,000
	6-7224 · West Gray - Dallas to Allen Pky	0	0	0	146,946	0	146,946	0
	6-7226 · W Gray from Woodhead to Montros	0	110,833	-110,833	0	1,108,333	-1,108,333	1,330,000
	6-7228 · Houston Public Library - Montro	0	83,333	-83,333	0	833,333	-833,333	1,000,000
	6-7229 · Montrose Public Safety	0	20,833	-20,833	0	208,333	-208,333	250,000
	6-7000 · Capital Expenditure - Other	0	0	0	61,355	0	61,355	0
<b>Total 6-7000 · Capital Expenditure</b>		<b>54,443</b>	<b>986,666</b>	<b>-932,223</b>	<b>803,321</b>	<b>9,866,666</b>	<b>-9,063,345</b>	<b>11,840,000</b>
	6-7390 · Transferred to Debt Service	0	0	0	1,210,644	0	1,210,644	0
	6-7395 · Miscellaneous Expense	12,150	0	12,150	74,367	0	74,367	0
	6-9000 · Payroll Expenses	0	0	0	765	0	765	0
<b>Total Expense</b>		<b>142,232</b>	<b>1,024,500</b>	<b>-882,268</b>	<b>3,430,359</b>	<b>10,812,553</b>	<b>-7,382,194</b>	<b>12,861,553</b>
<b>Net Income</b>		<b>-93,921</b>	<b>-381,714</b>	<b>287,793</b>	<b>4,076,283</b>	<b>2,735,439</b>	<b>1,340,844</b>	<b>1,972,009</b>

# PROGRESS REPORT — MAY 2025

## Montrose Blvd Improvements Segment One from Allen Pkwy to W Clay

WBS No. N-T27000-0005-7



### PROJECT LOCATION

The project is just west of downtown Houston at the northern limit of the TIRZ 27 boundary. The project is along Montrose Boulevard and extends from Allen Parkway to W Clay Street.

### PROJECT GOALS

#### Adhere to the City's Guiding Mobility and Safety Principles:

Enhancing pedestrian safety with new sidewalks, crosswalks, and better lighting to ensure Montrose Boulevard is a welcoming corridor for all.

#### Improve Drainage Infrastructure:

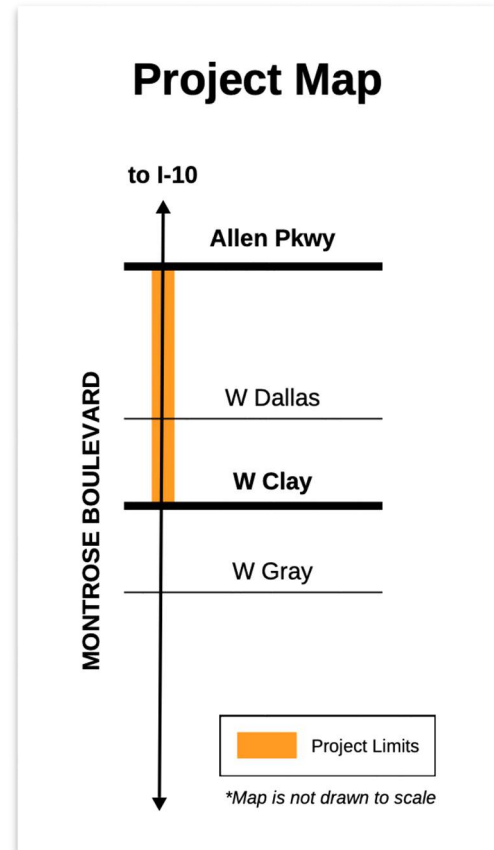
Upgrading stormwater infrastructure to reduce flooding, protect properties, and keep our streets accessible during heavy rain.

#### Improve Roadway Surfaces:

Resurfacing and repairing the roadway for smoother travel, better accessibility, and a more durable surface to serve the community for years to come.

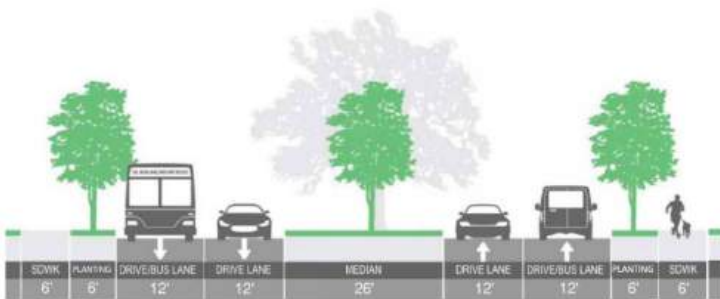
#### Preserve as Many Trees as Possible and Add New Ones:

Preserving the mature trees that define Montrose Boulevard's charm by incorporating thoughtful design and construction practices that protect their roots and health. In addition, new trees will also be added along Montrose Blvd between Allen Parkway to West Clay Street.



### PROPOSED TYPICAL SECTIONS

W Dallas Street to W Clay Street



### TRAFFIC CONTROL CONFIGURATION

Just South of Allen Parkway



From South of Allen Parkway to W Dallas Street



### PROJECT STATUS

- Contractor mobilized
- Began 10'x10' RCB installation
- Began excavation for junction box
- Disposed of existing roadway pavement
- Installed tree protection fencing
- Installed temporary signal at Allen Parkway

### NEXT STEPS

- Continue with 10'x10' RCB and junction box installation
- Install curb inlets
- Subgrade work preparation
- Pour concrete pavement
- Maintain tree protection fencing
- Install temporary signal at W Dallas Street

For more information on the latest construction updates please visit: <https://montrosehtx.org/projects/montrose-blvd-improvement-project/>



# PROGRESS REPORT — MAY 2025

## Montrose Blvd Improvements Segment One from Allen Pkwy to W Clay

WBS No. N-T27000-0005-7



### CONSTRUCTION TIME

Original Contract Time: 320 Days  
Mobilization Date: March 31<sup>st</sup>, 2025  
Interim Contract Milestone: September 19<sup>th</sup>, 2025

### CONTACT INFORMATION

**Construction Manager:**  
HR Green  
11750 Katy Freeway, Suite 400  
Houston, TX 77079

**Contractor:**  
mc<sup>2</sup> Civil



### PAYMENT ESTIMATES

Original Contract Amount	\$17,896,003.00
Change Order Amount to Date	\$0
Current Contract Amount	\$17,896,003.00
Previous Payments	\$0
Current Payment(s) Due	\$797,912.31
Total Retainage	\$41,995.39
Contract Completion Date	02/13/2026
Balance Remaining	\$17,056,095.30

### PROGRESS PHOTOS



Pavement Demolition on West Side



Temporary Signal at Allen Parkway



10'x10' RCB Installation



Excavation for Junction Box Installation

# **PROGRESS REPORT**

**MAY 2025**

MONTROSE/TIRZ 27



## **MONTROSE SAFE ROUTES TO SCHOOL CONNECTIONS**

- Design is ongoing.
- 90% plans will be submitted at the end of June and will include all additional segments previously approved.
- Met with TIRZ 14 (Fourth Ward) to discuss partnership opportunities. They are interested but need to consult with legal and check on funding.

## **CHERRYHURST SIDEWALK IMPROVEMENTS**

- City comments are being addressed.
- Design revisions are ongoing.
- 100% plans to be submitted by end of May/early June.

## **WEST ALABAMA DCR**

- Continue working on Design Concept Report.
- Continue working on preliminary engineering of roadway, storm sewer, and public utilities.
- Public meeting will be scheduled in mid to late June. Final DCR submittal to follow.



## Montrose Redevelopment Authority Status Update

As of May 15, 2025

### FTA Recipient Status

- Approved by Federal Transit Administration (FTA) as of May 14!

### Grant Management, NEPA, and Compliance Services

*Projects: Montrose Safe Routes to School Connections, Cherryhurst Area Sidewalks*

- Will begin grant development in TrAMS once account developed (SRTS)
- All information provided to METRO, will begin procurement development in June/July (Cherryhurst)

### TxDOT Transportation Alternatives

- Detailed applications are due in June 2025.
- Requesting a Resolution of support and commitment from the Board (required with application).
- Began coordinating letters of support with elected officials and civic associations

### FY26 Congressional Community Project Funding Requests (Earmarks): \$3M request for the Northeast Montrose Sidewalk Improvement Project

- Selected to submit to the Appropriations Committee for review!

### Overall TGC Funding Pursuit

- Pursuit of Funding Balance: \$151,844 (as of March 31, 2025)
- Opportunities and potential project ideas will be discussed first with the Projects and Planning Committee, and with their recommendation, to the Board

### Houston-Galveston Area Council Call for Projects: pursuing Active Transportation Investment Category

- In March the Board approved the Southeast Montrose Sidewalk Improvement Project (\$5M)
- TGC will finalize project development and submit a required Statement of Project Interest.
- Anticipated call for projects: Summer/Fall 2025

Tax Increment Reinvestment Zone (TIRZ) #27 – Montrose  
**Committee Report Form**

**Committee Name:** Budget and Finance Committee **Date of Meeting:** 5/16/2025

**Chairperson:** Murad Ajani

**Attendees:**

<u>Murad Ajani</u>	<u>Matt Brolier</u>
<u>Helen Zunka</u>	<u>Suewan Johnson</u>
<u>Jennifer Landreville</u>	<u>Patti Joiner</u>
<u>Walter Morris</u>	

**Meeting Report**

**Agenda**

- Discussion regarding function of the Committee
- Discussion regarding review of invoices
- Discussion regarding updates to the CIP

**Notes**

- The Committee discussed the function of the Finance Committee
- The Committee discussed updates to the CIP
- The Committee discussed budget line items for vendors
- The Committee discussed items on the May 19<sup>th</sup> Board Meeting Agenda
- The Committee discussed reports regarding zone information and information sharing

Tax Increment Reinvestment Zone (TIRZ) #27 – Montrose  
**Committee Report Form**

**Committee Name:** Affordable Housing Committee **Date of Meeting:** 5/12/2025

**Chairperson:** Katy Caldwell

**Attendees:**

Katy Caldwell	Robert Guthar
Jennifer Curley	Alia Vinson
Jeff Reichman	Patti Joiner
Walter Morris	

**Meeting Report**

**Agenda**

- Discussion with City of Houston regarding Affordable Housing Initiative

**Notes**

- Jennifer Curley discussed the current City of Houston Housing Initiatives
- The Committee discussed the history of the Affordable Housing Committee
- The Committee discussed potential strategies to create and maintain affordable housing within Montrose

Tax Increment Reinvestment Zone (TIRZ) #27 – Montrose  
**Committee Report Form**

**Committee Name:** Projects and Planning Committee **Date of Meeting:** 5/2/2025

**Chairperson:** Matt Brollier

**Attendees:**

Matt Brollier	Robert Guthart
Katy Caldwell	Alia Vinson
Suewan Johnson	Muhammad Ali
David Greaney	Kristi Miller
Jennifer Curley	Patti Joiner
Walter Morris	

**Meeting Report**

**Agenda**

- Goodman Corporation Status Report and discussion regarding scope of Parking Study
- Gauge Project Status Report
  - Montrose Blvd
  - Cherryhurst
  - Wharton Safe Routes to School project (SRTS)
  - Mandell Corridor
  - Alabama Redesign
- Discussion regarding June 6<sup>th</sup> P&P Committee Meeting
- Discussion regarding FY2026 CIP Process

**Notes**

- The Committee discussed their comments on the Goodman Corporation Parking Study
- Muhammad and David presented the Gauge Project Status
- The Committee discussed upcoming P&P Committee meetings
- The Committee discussed the status of the FY2026 CIP Process

**Committee Report Form**

**Committee Name:** Public Engagement Committee  
Meeting

**Date of Meeting:** 5/14/2025

**Chairperson:** Helen Zunka

**Attendees:**

Helen Zunka

Elizabeth Larson

Walter Morris

Muhammad Ali

Jennifer Curley

Becky Myers

Suzy Hartgrove

Patti Joiner

Suewan Johnson

David Greaney

**Meeting Report****Agenda**

- Discussion regarding newly appointed Directors and Public Engagement Committee restructuring
- Discussion with Gauge regarding public meeting for West Alabama
- Discussion with Gauge for coordination of monthly reports for Montrose Blvd
- Discussion regarding roles and responsibilities of MyHart Communication
- Discussion regarding website updates
- Review Montrose Blvd photos and video and discuss posting on the Montrose website and social media

**Notes**

- The Committee discussed coordination with Gauge and MyHart on all engagement materials and monthly project reports
- The Committee discussed potential dates to hold public meeting for W Alabama Project
- David presented the draft W Alabama presentation
- The Committee discussed what venue to use for the W Alabama public meeting
- The Committee discussed updates to materials for W Alabama
- Discussion regarding a not-to-exceed budget of \$15k for public engagement purposes for the West Alabama Project

**Montrose Redevelopment Authority**

Monday, May 19, 2025, at 6:30 PM

---

4. Receive public comment.

(In accordance with the registration procedure found on the last page of this agenda, a statement of no more than 3 minutes may be made of items of general relevance. There will be no yielding of time to another person. State law prohibits the Board Chair or members of the Board from commenting on any statement or engagement in dialogue without an appropriate agenda item being posted in accordance with the Texas Open Meetings Act. Comments should be directed to the entire board, not individual members. Engaging in verbal attacks or comments intended to insult, abuse, malign, or slander any individual shall be cause for termination of time privileges.)

**Montrose Redevelopment Authority**

Monday, May 19, 2025, at 6:30 PM

---

5. Authorize payment of invoices.

**Montrose Redevelopment Authority**

Monday, May 19, 2025, at 6:30 PM

---

6. Authorize appropriate action, if any, from the following reports:
  - a. HR Green, including:
    1. update on Montrose Blvd – Segment One, including, consider pay application;
    2. Montrose Safe Routes to School Connections, including, consider supplemental proposal for additional sidewalk segments;
    3. West Alabama Design Concept Report progress update; and
    4. Cherryhurst Sidewalks progress update;
  - b. The Goodman Corporation, including:
    1. Interlocal Agreement with METRO for Cherryhurst Sidewalk project; and
    2. Resolution Supporting Application to TxDOT's 2025 Transportation Alternatives Set-Aside Call for Projects;
  - c. Projects, Planning, and Parking Committee, including proposal for parking study;
  - d. Housing and Community Development Committee, including consideration of proposal from January Advisors; and
  - e. Public Engagement Committee.





▶ 11750 Katy Freeway | Suite 400  
Houston, TX 77079  
**Main** 832.318.8800 + **Fax** 713.965.0044  
**TBPE** Firm F-11278  
▶ [HRGREEN.COM](http://HRGREEN.COM)

May 15, 2025

Matt Brollier, Chairman  
Montrose Tax Increment Reinvestment Zone No. 27  
c/o ABHR  
3200 Southwest Freeway, Suite 2600  
Houston, TX 77027

RE: Montrose Boulevard Improvements – Segment 1  
WBS No. N-T270005-7  
mc2 Civil, Inc. Payment No. 01

Dear Chair Brollier,

mc2 Civil, Inc. (mc2) has submitted estimate No. 01 in the amount of \$797,912.31 for construction services rendered through April 30, 2025. Based on our review, mc2 has complied with all requirements stated in the estimate and we recommend payment of **\$797,912.31** to mc2.

The following billing information is to be used for payment:

mc2 Civil, Inc.  
14115 Luthe Road, Suite 100  
Houston, TX 77039

If you have any questions or require additional information, please feel free to contact me at (832) 968-9981.

Sincerely,

**HR GREEN, INC.**

A handwritten signature in blue ink that reads 'David G. Greaney'.

**David G. Greaney, PE**  
Project Manager

Estimate No. 1  
Cut off Date 04/30/25  
Estimate Date 05/05/25

Montrose Redevelopment Authority / TIRZ 27  
Estimate and Certificate for Payment Unit Price Work



Project Name : Montrose Blvd Improvements - Segment 1  
Contractor Name : mc2 Civil  
Address : 14115 Luthe Road, Suite 100 Houston, TX 77039

WBS No. N-T27000-0005-7

Contract Date : 3/17/2025  
Start Date : 3/31/2025  
Current Contract Completion Date : 2/13/2026  
Substantial Completion Date :  
Percentage By Time : 9.38% In Place : 4.69%  
Date Insurance Exp. : 10/1/2025 Drug Policy Due Date: N/A

M/SBE : 10.00%  
Current M/SBE : 0.00%  
WBE : 8.00%  
Current WBE : 0.00%

CONTRACT TIME IN CALENDAR DAYS

Original Contract Time : 320  
Approved Extensions : 0  
Total Contract Time : 320  
Days Used to Date : 30  
Days Remaining to Date : 290  
Schedule Update Received :

CONTRACT AMOUNT TO DATE :

- 1- Original Contract Amount  
2- Approved Change Orders

\$17,896,003.00

No.	Date	Ext.Days	Amount

Total Approved Extensions

0

Total Change Orders to Date

\$0.00

- 3- Approved Work Change Directives

No.	Date	Ext.Days	Amount

Total Pending Work Change Directives to Date

\$0.00

TOTAL CONTRACT AMOUNT (excludes WCDs)

\$17,896,003.00

A. EARNINGS TO DATE

- 1- Work Completed to Date 4.69% Complete  
2- Material Stored on Site \$0.00  
3- Material Stored in Place \$0.00  
4- Balance-Materials Accepted Not in Place \$0.00 @ 85%  
5- Work Change Directives - In Place \$0.00

Current Month Billing \$839,907.70  
\$839,907.70

TOTAL EARNINGS TO DATE \$839,907.70

B. DEDUCTIONS

- 1- Retainage 5% Of \$839,907.70 \$41,995.39  
2- Retainage Release 0% Of \$839,907.70 \$0.00  
3- Total Retainage \$41,995.39  
4- Liquidated Damages 0.00 Days @ \$2,000.00 \$0.00  
5- Assessments \$0.00  
6- Inspector Overtime Costs \$0.00

TOTAL DEDUCTIONS \$41,995.39

C. AMOUNT DUE THIS PERIOD

- 1- Total Earnings to Date \$839,907.70  
2- Total Deductions \$41,995.39  
3- Total Payments Due \$797,912.31  
4- Less Previous Payments \$0.00  
5- Restoration Adjustment \$0.00

TOTAL AMOUNT DUE CONTRACTOR THIS DATE \$797,912.31  
BALANCE REMAINING \$17,056,095.30

Prepared By David G. Greaney 5/7/2025  
David G. Greaney, P.E. Date

Reviewed By Muhammad Ali, P.E. 5/7/2025  
Muhammad Ali, P.E. Date

Approved By: TIRZ 27 Date



## APPLICATION AND CERTIFICATION FOR PAYMENT

OWNER: MONTROSE REDEVELOPMENT

PROJECT: MONTROSE BLVD  
SEGMENT 1

APPLICATION NO: 1

Distribution to:

☒ OWNER

PERIOD: APRIL 2025

### FROM CONTRACTOR:

mc2 CIVIL  
14115 LUTHE ROAD, SUITE 100  
HOUSTON, TEXAS 77039

PROJECT NO: 250212

DRAWING NO: WBS NO. N-T-27000-0005-7

APPLICATION DATE: 5/5/2025

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	17,896,003.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	17,896,003.00
4. TOTAL COMPLETED TO DATE	\$	839,907.70
4A. TOTAL STORED TO DATE	\$	0.00
5. RETAINAGE:		
a. 5 % of Completed Work	\$	\$41,995.39
b. 5 % of Stored Material	\$	0.00
Total Retainage (Lines 5a + 5b)		\$41,995.39
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	\$797,912.32
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00
8. CURRENT PAYMENT DUE	\$	797,912.32
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	17,098,090.69

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

CONTRACTOR:

By:  Date: 5/5/2025

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

Project Name: Montrose Segment 1  
Contractor: mc2 Civil  
WBS No. N-T27000-0005-7

Notes:  
Gray cells are calculations and should not be edited  
Green cells should be updated by the Contractor

Contractor Invoice #: 1  
For Period: -----  
Start: 4/1/2025  
Finish: 4/30/2025

Item No. / Task	Description of Work	SCHEDULE OF VALUES				WORK COMPLETED				MATERIALS PRESENTLY STORED (not in H or K)		TOTAL COMPLETED AND STORED TO DATE			
		Scheduled Qty	Unit of Measure	Scheduled Unit/Cost	Scheduled Value	FROM PREVIOUS APPLICATION		THIS PERIOD		Stored Qty	Stored Cost	Completed Qty	Total Cost	%	Balance to Finish
						Prior Qty	Prior Invoiced	Period Qty	Period Cost						
1	Mobilization (5% maximum)	1	LS	\$880,000.00	\$ 880,000.00			0.50	\$ 440,000.00			1	\$ 440,000.00	50%	\$ 440,000.00
2	Clearing and Grubbing	1	AC	\$ 10,000.00	\$ 10,000.00			0.00	\$ -			0	\$ -	0%	\$ 10,000.00
3	Uniformed Peace Officers (Min bid - \$55/HR)	2500	HR	\$ 55.00	\$ 137,500.00			0.00	\$ -			0	\$ -	0%	\$ 137,500.00
4	Traffic Control and Regulation	1	LS	\$ 325,000.00	\$ 325,000.00			0.25	\$ 81,250.00			0	\$ 81,250.00	25%	\$ 243,750.00
5	Furnishing and installing precast Low Profile Concrete Barrier (LPCB) TYP 1	2540	LF	\$ 40.00	\$ 101,600.00			1,160.00	\$ 46,400.00			1,160	\$ 46,400.00	46%	\$ 55,200.00
6	Furnishing and installing precast Low Profile Concrete Barrier (LPCB) TYP 2	40	LF	\$ 40.00	\$ 1,600.00			40.00	\$ 1,600.00			40	\$ 1,600.00	100%	\$ -
7	Move precast Low Profile Concrete Barrier (LPCB) TYP 1	80	LF	\$ 20.00	\$ 1,600.00			0.00	\$ -			0	\$ -	0%	\$ 1,600.00
8	Move precast Low Profile Concrete Barrier (LPCB) TYP 2	80	LF	\$ 20.00	\$ 1,600.00			0.00	\$ -			0	\$ -	0%	\$ 1,600.00
9	Remove precast Low Profile Concrete Barrier (LPCB) TYP 1	2540	LF	\$ 10.00	\$ 25,400.00			0.00	\$ -			0	\$ -	0%	\$ 25,400.00
10	Remove precast Low Profile Concrete Barrier (LPCB) TYP 2	40	LF	\$ 10.00	\$ 400.00			0.00	\$ -			0	\$ -	0%	\$ 400.00
11	Constructing Detours (Temp 8-Inch Asphalt)	686	SY	\$ 120.00	\$ 82,320.00			85.00	\$ 10,200.00			85	\$ 10,200.00	12%	\$ 72,120.00
12	Plug Pipes (All Types and All Sizes) and Manholes	4	EA	\$ 500.00	\$ 2,000.00			0.00	\$ -			0	\$ -	0%	\$ 2,000.00
13	Cut and Plug Pipes (All Types and All Sizes)	3	EA	\$ 1,000.00	\$ 3,000.00			0.00	\$ -			0	\$ -	0%	\$ 3,000.00
14	Remove and Store School Zone Sign	1	EA	\$ 1,000.00	\$ 1,000.00			0.00	\$ -			0	\$ -	0%	\$ 1,000.00
15	Remove and Dispose of School Zone Sign Foundation	1	EA	\$ 300.00	\$ 300.00			0.00	\$ -			0.0	\$ -	0%	\$ 300.00
16	Remove and Dispose of Existing Concrete Curb and Gutter	2458	LF	\$ 5.00	\$ 12,290.00			850.00	\$ 4,250.00			850	\$ 4,250.00	35%	\$ 8,040.00
17	Remove and Dispose of Concrete Driveways (All Thickness)	1038	SY	\$ 20.00	\$ 20,760.00			0.00	\$ -			0	\$ -	0%	\$ 20,760.00
18	Remove and Dispose of Concrete Sidewalks & Ramp (All Thickness)	1475	SY	\$ 10.00	\$ 14,750.00			11.11	\$ 111.10			11	\$ 111.10	1%	\$ 14,638.90
19	Remove and Dispose of Existing Asphaltic Surface and Flexible Base Material (All Depths) w/ subgrade	9633	SY	\$ 10.00	\$ 96,330.00			2,783.52	\$ 27,835.20			2,784	\$ 27,835.20	29%	\$ 68,494.80
20	Remove and Dispose of Reinforced Concrete Pavement (All Depths) With or Without Asphalt Overlay	5785	SY	\$ 10.00	\$ 57,850.00			294.44	\$ 2,944.40			294	\$ 2,944.40	5%	\$ 54,905.60
21	Remove and Dispose of Concrete Riprap	2	SY	\$ 100.00	\$ 200.00			0.00	\$ -			0	\$ -	0%	\$ 200.00
22	Remove and Dispose of Guard Rail	27	LF	\$ 10.00	\$ 270.00			0.00	\$ -			0	\$ -	0%	\$ 270.00
23	Remove and Dispose of Existing 5tm Swr Pipe (All Types and All Sizes)	1480	LF	\$ 24.00	\$ 35,520.00			84.00	\$ 2,016.00			84	\$ 2,016.00	6%	\$ 33,504.00
24	Remove and Dispose of Existing MRC 5tm Swr Pipe (All Sizes)	1790	LF	\$ 110.00	\$ 196,900.00			0.00	\$ -			0	\$ -	0%	\$ 196,900.00
25	Remove and Dispose of Existing Manholes	13	EA	\$ 800.00	\$ 10,400.00			0.00	\$ -			0	\$ -	0%	\$ 10,400.00
26	Remove and Dispose of Existing Inlets	13	EA	\$ 800.00	\$ 10,400.00			0.00	\$ -			0	\$ -	0%	\$ 10,400.00
27	Remove and Dispose of Fence (All Types and All Sizes)	115	LF	\$ 5.00	\$ 575.00			0.00	\$ -			0	\$ -	0%	\$ 575.00
28	Remove and Dispose of Gas Valve	1	EA	\$ 500.00	\$ 500.00			0.00	\$ -			0	\$ -	0%	\$ 500.00
29	Remove and Dispose of Metal Post	1	EA	\$ 200.00	\$ 200.00			0.00	\$ -			0	\$ -	0%	\$ 200.00
30	Remove and Dispose of Electric Box	1	EA	\$ 1,000.00	\$ 1,000.00			0.00	\$ -			0	\$ -	0%	\$ 1,000.00
31	Remove and Dispose of Metal Sign	1	EA	\$ 200.00	\$ 200.00			0.00	\$ -			0	\$ -	0%	\$ 200.00
32	4" Concrete Riprap	3	CY	\$ 2,000.00	\$ 6,000.00			0.00	\$ -			0	\$ -	0%	\$ 6,000.00
33	Stainless Steel Bollard	10	EA	\$ 1,500.00	\$ 15,000.00			0.00	\$ -			0	\$ -	0%	\$ 15,000.00
34	Roadway Excavation and Offsite Disposal	12458	CY	\$ 25.00	\$ 311,450.00			0.00	\$ -			0	\$ -	0%	\$ 311,450.00
35	Embankment Fill	391	CY	\$ 40.00	\$ 15,640.00			0.00	\$ -			0	\$ -	0%	\$ 15,640.00
36	Hydrated Lime (Slurry) or Commercial Lime Slurry (7% by Dry Weight)	384	TON	\$ 360.00	\$ 138,240.00			0.00	\$ -			0	\$ -	0%	\$ 138,240.00
37	8" Lime Treated Stabilized Subgrade Manipulation	16640	SY	\$ 10.00	\$ 166,400.00			0.00	\$ -			0	\$ -	0%	\$ 166,400.00
38	Type B Hot Mix Asphaltic Leveling Course, 8-Inch (including Prime Coat at 0.30 Gal/SY)	227	TON	\$ 180.00	\$ 40,860.00			0.00	\$ -			0	\$ -	0%	\$ 40,860.00
39	Type D Hot Mix Asphaltic Concrete Pavement, 3-Inch (including Tack Coat at 0.15 Gal/SY)	86	TON	\$ 200.00	\$ 17,200.00			0.00	\$ -			0	\$ -	0%	\$ 17,200.00
40	Reinforced Concrete Pavement (11" Depth), including Expansion Joints and Horizontal Dowels	10424	SY	\$ 100.00	\$ 1,042,400.00			0.00	\$ -			0	\$ -	0%	\$ 1,042,400.00
41	Reinforced Concrete Pavement (11" Depth), High Early Strength, including Expansion Joints and Horizontal Dowels	4499	SY	\$ 120.00	\$ 539,880.00			0.00	\$ -			0	\$ -	0%	\$ 539,880.00
42	Metro Bus Stop Concrete Pad (9")	268	SY	\$ 140.00	\$ 37,520.00			0.00	\$ -			0	\$ -	0%	\$ 37,520.00
43	7-inch High Early Strength Concrete Driveway, including Excavation and Subgrade Stabilization	8015	SF	\$ 12.00	\$ 96,180.00			0.00	\$ -			0	\$ -	0%	\$ 96,180.00
44	Concrete Paving Header	256	LF	\$ 15.00	\$ 3,840.00			0.00	\$ -			0	\$ -	0%	\$ 3,840.00
45	Reinforced Concrete Curb (6")	6727	LF	\$ 6.00	\$ 40,362.00			0.00	\$ -			0	\$ -	0%	\$ 40,362.00
46	Reinforced Concrete Curb (9")	1164	LF	\$ 20.00	\$ 23,280.00			0.00	\$ -			0	\$ -	0%	\$ 23,280.00
47	Reinforced Concrete Curb and Gutter (6")	225	LF	\$ 30.00	\$ 6,750.00			0.00	\$ -			0	\$ -	0%	\$ 6,750.00
48	Reinforced Concrete Sidewalk (4-1/2" Thick)	6472	SF	\$ 9.00	\$ 58,248.00			0.00	\$ -			0	\$ -	0%	\$ 58,248.00
49	Reinforced Concrete Sidewalk (5-1/2" Thick)	10625	SF	\$ 10.00	\$ 106,250.00			0.00	\$ -			0	\$ -	0%	\$ 106,250.00
50	Construct ADA Complaint Wheelchair Ramp, including ADA Truncated Domes (complete in place)	2960	SF	\$ 17.00	\$ 50,320.00			0.00	\$ -			0	\$ -	0%	\$ 50,320.00
51	Pavement Repair and Replacement	225	SY	\$ 175.00	\$ 39,375.00			0.00	\$ -			0	\$ -	0%	\$ 39,375.00
52	REMOV CONC (RETAINING WALLS)	13	SY	\$ 1,500.00	\$ 19,500.00			0.00	\$ -			0	\$ -	0%	\$ 19,500.00
53	DRILL SHAFT (24 INCH)	172	LF	\$ 400.00	\$ 68,800.00			0.00	\$ -			0	\$ -	0%	\$ 68,800.00
54	DRILL SHAFT (30 INCH)	174	LF	\$ 550.00	\$ 95,700.00			0.00	\$ -			0	\$ -	0%	\$ 95,700.00
55	CL C CONC (ABUT)	19.1	CY	\$ 2,400.00	\$ 45,840.00			0.00	\$ -			0	\$ -	0%	\$ 45,840.00
56	CL C CONC (CAP)	4.1	CY	\$ 5,000.00	\$ 20,500.00			0.00	\$ -			0	\$ -	0%	\$ 20,500.00
57	CL C CONC (COLUMN)	16.5	CY	\$ 2,400.00	\$ 39,600.00			0.00	\$ -			0	\$ -	0%	\$ 39,600.00
58	REINF CONC SLAB (SLAB BEAM)	1338	SF	\$ 35.00	\$ 46,830.00			0.00	\$ -			0	\$ -	0%	\$ 46,830.00

Project Name: Montrose Segment 1  
Contractor: mc2 Civil  
WBS No. N-T27000-0005-7

Notes:  
Gray cells are calculations and should not be edited  
Green cells should be updated by the Contractor

Contractor Invoice #: 1  
For Period: -----  
Start: 4/1/2025  
Finish: 4/30/2025

Item No. / Task	Description of Work	SCHEDULE OF VALUES				WORK COMPLETED				MATERIALS PRESENTLY STORED (not in H or K)		TOTAL COMPLETED AND STORED TO DATE			
		Scheduled Qty	Unit of Measure	Scheduled Unit/Cost	Scheduled Value	FROM PREVIOUS APPLICATION		THIS PERIOD		Stored Qty	Stored Cost	Completed Qty	Total Cost	%	Balance to Finish
						Prior Qty	Prior Invoiced	Period Qty	Period Cost						
59	PRESTR CONC SLAB BEAM (5S815)	262	LF	\$ 240.00	\$ 62,880.00			0.00	\$ -			0	\$ -	0%	\$ 62,880.00
60	RIPRAP (CONC)(CL B)(RR9)	4.2	CY	\$ 1,600.00	\$ 6,720.00			0.00	\$ -			0	\$ -	0%	\$ 6,720.00
61	STR STEEL (MISC NON BRIDGE)	305	LB	\$ 20.00	\$ 6,100.00			0.00	\$ -			0	\$ -	0%	\$ 6,100.00
62	RAIL (CONCRETE)	176.5	LF	\$ 200.00	\$ 35,300.00			0.00	\$ -			0	\$ -	0%	\$ 35,300.00
63	REMOVABLE BOLLARD	2	EA	\$ 1,500.00	\$ 3,000.00			0.00	\$ -			0	\$ -	0%	\$ 3,000.00
64	REMOV CONC (CURB)	140	LF	\$ 15.00	\$ 2,100.00			0.00	\$ -			0	\$ -	0%	\$ 2,100.00
65	BRIDGE CURB	140	LF	\$ 50.00	\$ 7,000.00			0.00	\$ -			0	\$ -	0%	\$ 7,000.00
66	RETROFIT RAIL (ALUMINUM)	80	LF	\$ 300.00	\$ 24,000.00			0.00	\$ -			0	\$ -	0%	\$ 24,000.00
67	Retaining Wall, Including Surface Mineral Finish and Anti-Graffiti Coating	4333	SF	\$ 315.00	\$ 1,364,895.00			0.00	\$ -			0	\$ -	0%	\$ 1,364,895.00
68	Handrail (1.5" Diameter Pipe Rail With Powder Coat Finish)	629	LF	\$ 125.00	\$ 78,625.00			0.00	\$ -			0	\$ -	0%	\$ 78,625.00
69	Brick Plug in RCB	200	SF	\$ 20.00	\$ 4,000.00			0.00	\$ -			0	\$ -	0%	\$ 4,000.00
70	Concrete Collar	3	EA	\$ 1,500.00	\$ 4,500.00			0.00	\$ -			0	\$ -	0%	\$ 4,500.00
71	10" Thick Concrete Wall with Orifice in 10"x8" RCB (Cast-In-Place, All Sizes)	1	EA	\$ 13,000.00	\$ 13,000.00			0.00	\$ -			0	\$ -	0%	\$ 13,000.00
72	Clean Dirt from Pipe	400	LF	\$ 30.00	\$ 12,000.00			0.00	\$ -			0	\$ -	0%	\$ 12,000.00
73	5'X5' Precast Box Concrete Manhole	2	EA	\$ 7,500.00	\$ 15,000.00			0.00	\$ -			0	\$ -	0%	\$ 15,000.00
74	TYP "BB" Inlet	4	EA	\$ 7,500.00	\$ 30,000.00			0.00	\$ -			0	\$ -	0%	\$ 30,000.00
75	TYP "C"-1 Inlet	11	EA	\$ 9,000.00	\$ 99,000.00			0.00	\$ -			0	\$ -	0%	\$ 99,000.00
76	TYP "C"-1 MOD" Inlet	1	EA	\$ 12,000.00	\$ 12,000.00			0.00	\$ -			0	\$ -	0%	\$ 12,000.00
77	TYP "C" 4-Foot Diameter Precast Round Concrete Manhole	9	EA	\$ 7,000.00	\$ 63,000.00			0.00	\$ -			0	\$ -	0%	\$ 63,000.00
78	TYP "C" 4-Foot Diameter Precast Concrete Manhole on Box Storm Sewer	9	EA	\$ 4,500.00	\$ 40,500.00			0.00	\$ -			0	\$ -	0%	\$ 40,500.00
79	8'x13' Junction Box, including Orifice (Cast-In-Place)	4	EA	\$ 100,000.00	\$ 400,000.00			0.00	\$ -			0	\$ -	0%	\$ 400,000.00
80	11'x15' Junction Box, including Orifice (Cast-In-Place) and Temporary Shoring	1	EA	\$ 350,000.00	\$ 350,000.00			0.00	\$ -			0	\$ -	0%	\$ 350,000.00
81	24-inch diameter Storm Sewer by Open-Cut, Complete in Place	765	LF	\$ 290.00	\$ 221,850.00			0.00	\$ -			0	\$ -	0%	\$ 221,850.00
82	30-inch diameter Storm Sewer by Open-Cut, Complete in Place	42	LF	\$ 350.00	\$ 14,700.00			0.00	\$ -			0	\$ -	0%	\$ 14,700.00
83	36-inch diameter Storm Sewer by Open-Cut, Complete in Place	106	LF	\$ 460.00	\$ 48,760.00			0.00	\$ -			0	\$ -	0%	\$ 48,760.00
84	42-inch diameter Storm Sewer by Open-Cut, Complete in Place	19	LF	\$ 510.00	\$ 9,690.00			0.00	\$ -			0	\$ -	0%	\$ 9,690.00
85	54-inch diameter Storm Sewer by Open-Cut, Complete in Place	24	LF	\$ 610.00	\$ 14,640.00			0.00	\$ -			0	\$ -	0%	\$ 14,640.00
86	10"x8" RCB by Open-Cut, Complete in Place	56	LF	\$ 2,100.00	\$ 117,600.00			0.00	\$ -			0	\$ -	0%	\$ 117,600.00
87	10'x10' RCB by Open-Cut, Complete in Place	2143	LF	\$ 2,150.00	\$ 4,607,450.00			84.00	\$ 180,600.00			84	\$ 180,600.00	4%	\$ 4,426,850.00
88	Trench Safety System	3163	LF	\$ 5.00	\$ 15,815.00			84.00	\$ 420.00			84	\$ 420.00	3%	\$ 15,395.00
89	16-inch Steel Casing	31	LF	\$ 300.00	\$ 9,300.00			0.00	\$ -			0	\$ -	0%	\$ 9,300.00
90	20-inch Steel Casing	73	LF	\$ 300.00	\$ 21,900.00			0.00	\$ -			0	\$ -	0%	\$ 21,900.00
91	Adjust Water Meter/ Valve to Grade	5	EA	\$ 400.00	\$ 2,000.00			0.00	\$ -			0	\$ -	0%	\$ 2,000.00
92	Remove and Dispose Water Line pipe (all sizes)	31	LF	\$ 20.00	\$ 620.00			0.00	\$ -			0	\$ -	0%	\$ 620.00
93	Remove and Dispose Water Meter Vault	1	EA	\$ 3,000.00	\$ 3,000.00			0.00	\$ -			0	\$ -	0%	\$ 3,000.00
94	Trench Safety System	416	LF	\$ 5.00	\$ 2,080.00			0.00	\$ -			0	\$ -	0%	\$ 2,080.00
95	8-inch Diameter Water Line by Open-Cut	138	LF	\$ 220.00	\$ 30,360.00			0.00	\$ -			0	\$ -	0%	\$ 30,360.00
96	12-inch Diameter Water Line by Open-Cut	169	LF	\$ 220.00	\$ 37,180.00			0.00	\$ -			0	\$ -	0%	\$ 37,180.00
97	20-inch Diameter Water Line by Open-Cut	109	LF	\$ 350.00	\$ 38,150.00			0.00	\$ -			0	\$ -	0%	\$ 38,150.00
98	6-inch diameter wet connection	1	EA	\$ 2,800.00	\$ 2,800.00			0.00	\$ -			0	\$ -	0%	\$ 2,800.00
99	8-inch diameter wet connection	7	EA	\$ 3,000.00	\$ 21,000.00			0.00	\$ -			0	\$ -	0%	\$ 21,000.00
100	12-inch diameter wet connection	1	EA	\$ 3,200.00	\$ 3,200.00			0.00	\$ -			0	\$ -	0%	\$ 3,200.00
101	20-inch diameter wet connection	2	EA	\$ 7,500.00	\$ 15,000.00			0.00	\$ -			0	\$ -	0%	\$ 15,000.00
102	8-inch Cut, Plug, and Abandon	4	EA	\$ 500.00	\$ 2,000.00			0.00	\$ -			0	\$ -	0%	\$ 2,000.00
103	12-inch Cut, Plug, and Abandon	3	EA	\$ 600.00	\$ 1,800.00			0.00	\$ -			0	\$ -	0%	\$ 1,800.00
104	20-inch Cut, Plug, and Abandon	2	EA	\$ 1,000.00	\$ 2,000.00			0.00	\$ -			0	\$ -	0%	\$ 2,000.00
105	Remove and Salvage Existing Fire Hydrant	6	EA	\$ 1,000.00	\$ 6,000.00			0.00	\$ -			0	\$ -	0%	\$ 6,000.00
106	Fire Hydrant Assembly	8	EA	\$ 7,500.00	\$ 60,000.00			0.00	\$ -			0	\$ -	0%	\$ 60,000.00
107	6-inch FH Lead (Open-cut)	108	LF	\$ 130.00	\$ 14,040.00			0.00	\$ -			0	\$ -	0%	\$ 14,040.00
108	8-inch x 6-inch TS&V w/ Box	7	EA	\$ 6,500.00	\$ 45,500.00			0.00	\$ -			0	\$ -	0%	\$ 45,500.00
109	8-inch x 8-inch TS&V w/ Box	2	EA	\$ 9,000.00	\$ 18,000.00			0.00	\$ -			0	\$ -	0%	\$ 18,000.00
	Remove and Replace Water Meter Box with Concrete Box. Work Includes Adjusting Water Meter to Grade if Needed.	11	EA	\$ 700.00	\$ 7,700.00			0.00	\$ -			0	\$ -	0%	\$ 7,700.00
111	Adjust Existing Sanitary Sewer Manholes to Grade, All Types	10	EA	\$ 600.00	\$ 6,000.00			0.00	\$ -			0	\$ -	0%	\$ 6,000.00
112	Remove and Dispose of Existing Sanitary Sewer Pipe (All Types and All Sizes)	103	LF	\$ 30.00	\$ 3,090.00			0.00	\$ -			0	\$ -	0%	\$ 3,090.00
113	Trench Safety System	103	LF	\$ 5.00	\$ 515.00			0.00	\$ -			0	\$ -	0%	\$ 515.00
114	8-inch Sanitary Sewer by Open-cut, Complete in place	103	LF	\$ 300.00	\$ 30,900.00			0.00	\$ -			0	\$ -	0%	\$ 30,900.00
115	Pavement Marking Blast Clean (12")	412	LF	\$ 2.00	\$ 824.00			0.00	\$ -			0	\$ -	0%	\$ 824.00
116	Pavement Marking Blast Clean (24")	32	LF	\$ 4.00	\$ 128.00			0.00	\$ -			0	\$ -	0%	\$ 128.00
117	Raised Reflective Pavement Markings Type I-C	109	EA	\$ 7.00	\$ 763.00			0.00	\$ -			0	\$ -	0%	\$ 763.00
118	Raised Reflective Pavement Markings Type II A-A Yellow	28	EA	\$ 7.00	\$ 196.00			0.00	\$ -			0	\$ -	0%	\$ 196.00
119	Raised Reflective Pavement Markings Type II C-R	83	EA	\$ 7.00	\$ 581.00			0.00	\$ -			0	\$ -	0%	\$ 581.00
120	Solid Green Thermoplastic Block	80	SF	\$ 20.00	\$ 1,600.00			0.00	\$ -			0	\$ -	0%	\$ 1,600.00
121	Thermoplastic Pavement Markings - (W) (4") (BRK)	1160	LF	\$ 1.00	\$ 1,160.00			0.00	\$ -			0	\$ -	0%	\$ 1,160.00

Project Name: Montrose Segment 1  
Contractor: mc2 Civil  
WBS No. N-T27000-0005-7

Notes:  
Gray cells are calculations and should not be edited  
Green cells should be updated by the Contractor

Contractor Invoice #: 1  
For Period: -----  
Start: 4/1/2025  
Finish: 4/30/2025

Item No. / Task	Description of Work	SCHEDULE OF VALUES				WORK COMPLETED				MATERIALS PRESENTLY STORED (not in H or K)		TOTAL COMPLETED AND STORED TO DATE			
		Scheduled Qty	Unit of Measure	Scheduled Unit/Cost	Scheduled Value	FROM PREVIOUS APPLICATION		THIS PERIOD		Stored Qty	Stored Cost	Completed Qty	Total Cost	%	Balance to Finish
						Prior Qty	Prior Invoiced	Period Qty	Period Cost						
122	Thermoplastic Pavement Markings - (W) (6") (SLD)	1800	LF	\$ 1.50	\$ 2,700.00			0.00	\$ -			0	\$ -	0%	\$ 2,700.00
123	Thermoplastic Pavement Markings - (W) (12") (SLD)	1051	LF	\$ 5.00	\$ 5,255.00			0.00	\$ -			0	\$ -	0%	\$ 5,255.00
124	Thermoplastic Pavement Markings - (W) (24") (SLD)	1350	LF	\$ 10.00	\$ 13,500.00			0.00	\$ -			0	\$ -	0%	\$ 13,500.00
125	Reflectorized Pavement Markings Type I (Y) (4") (DBL SLD)	420	LF	\$ 2.00	\$ 840.00			0.00	\$ -			0	\$ -	0%	\$ 840.00
126	Reflectorized Pavement Markings (W) (ARROW)	14	EA	\$ 300.00	\$ 4,200.00			0.00	\$ -			0	\$ -	0%	\$ 4,200.00
127	Reflectorized Pavement Markings (W) (WORD)	5	EA	\$ 300.00	\$ 1,500.00			0.00	\$ -			0	\$ -	0%	\$ 1,500.00
128	Bike Dot Symbol	1	EA	\$ 500.00	\$ 500.00			0.00	\$ -			0	\$ -	0%	\$ 500.00
129	Median Nose Paint (Y)	1430	LF	\$ 2.00	\$ 2,860.00			0.00	\$ -			0	\$ -	0%	\$ 2,860.00
130	Installation or Replacement of Permanent Signs	58	EA	\$ 300.00	\$ 17,400.00			0.00	\$ -			0	\$ -	0%	\$ 17,400.00
131	Solar Flashing Beacon Assembly, Complete in Place (Re-install Stored Post with a New Screw-in Anchor Foundation)	1	EA	\$ 4,000.00	\$ 4,000.00			0.00	\$ -			0	\$ -	0%	\$ 4,000.00
132	TYPE "A" PULL BOX WITH APRON, GRAVEL, AND GROUND ROD	14	EA	\$ 1,200.00	\$ 16,800.00			0.00	\$ -			0	\$ -	0%	\$ 16,800.00
133	TYPE "B" PULL BOX WITH APRON, GRAVEL, AND GROUND ROD	12	EA	\$ 1,400.00	\$ 16,800.00			0.00	\$ -			0	\$ -	0%	\$ 16,800.00
134	TYPE "C" PULL BOX WITH APRON, GRAVEL, AND GROUND ROD	1	EA	\$ 2,200.00	\$ 2,200.00			0.00	\$ -			0	\$ -	0%	\$ 2,200.00
135	Furnish and Install 3-Section Vehicle Signal Head Assembly (RYG) (Horizontal) (H3)	6	EA	\$ 1,100.00	\$ 6,600.00			0.00	\$ -			0	\$ -	0%	\$ 6,600.00
136	Furnish and Install 3-Section Vehicle Signal Head Assembly (<R<Y<G) (Horizontal) (H3L)	2	EA	\$ 1,100.00	\$ 2,200.00			0.00	\$ -			0	\$ -	0%	\$ 2,200.00
137	Furnish and Install 3-Section Vehicle Signal Head Assembly (<R<Y<G) (Vertical) (V3L)	2	EA	\$ 1,100.00	\$ 2,200.00			0.00	\$ -			0	\$ -	0%	\$ 2,200.00
138	Furnish and Install 3-Section Vehicle Signal Head Assembly (RR<Y<GG) (Horizontal) (H5LT)	2	EA	\$ 1,400.00	\$ 2,800.00			0.00	\$ -			0	\$ -	0%	\$ 2,800.00
139	Furnish and Install 3-Section HAWK Signal Head Assembly (RRY)	4	EA	\$ 1,400.00	\$ 5,600.00			0.00	\$ -			0	\$ -	0%	\$ 5,600.00
140	Furnish and Install LED Blank-Out Sign	3	EA	\$ 5,500.00	\$ 16,500.00			0.00	\$ -			0	\$ -	0%	\$ 16,500.00
141	Remove and Salvage Existing Traffic Signal System (Including Foundations and Signs), to extent Shown in Plans	2	EA	\$ 5,000.00	\$ 10,000.00			0.00	\$ -			0	\$ -	0%	\$ 10,000.00
142	Install and Maintain Temporary Traffic Signal for Operation During Construction, as Shown in Plans	2	EA	\$ 84,000.00	\$ 168,000.00			0.50	\$ 42,000.00			1	\$ 42,000.00	25%	\$ 126,000.00
143	Overhead Street Name Sign	4	EA	\$ 770.00	\$ 3,080.00			0.00	\$ -			0	\$ -	0%	\$ 3,080.00
144	Sign, "CROSSWALK STOP ON RED STOP ON FLASHING RED THEN PROCEED IF CLEAR", R10-23 (COH) (48"X36")	2	EA	\$ 550.00	\$ 1,100.00			0.00	\$ -			0	\$ -	0%	\$ 1,100.00
145	Sign, "PEDESTRIAN CROSSING" (54"X24")	2	EA	\$ 500.00	\$ 1,000.00			0.00	\$ -			0	\$ -	0%	\$ 1,000.00
146	Sign, "LEFT ON GREEN ARROW ONLY", R10-5 (30"X36")	2	EA	\$ 350.00	\$ 700.00			0.00	\$ -			0	\$ -	0%	\$ 700.00
147	Sign, "NO RIGHT TURN ON RED", R10-11a (36"X48")	8	EA	\$ 400.00	\$ 3,200.00			0.00	\$ -			0	\$ -	0%	\$ 3,200.00
148	Sign, "LEFT TURN YIELD ON GREEN", R10-12 (30"X36")	2	EA	\$ 400.00	\$ 800.00			0.00	\$ -			0	\$ -	0%	\$ 800.00
149	2-#14 XHHW (DLC)	4860	LF	\$ 1.00	\$ 4,860.00			0.00	\$ -			0	\$ -	0%	\$ 4,860.00
150	2/C #14 (IMSA 50-2) (Stranded) (RLW)	190	LF	\$ 5.50	\$ 1,045.00			0.00	\$ -			0	\$ -	0%	\$ 1,045.00
151	#8 AWG Solid Copper Bare Wire (BB)	2570	LF	\$ 1.70	\$ 4,369.00			0.00	\$ -			0	\$ -	0%	\$ 4,369.00
152	#8 AWG Solid Copper Bare Wire (BG)	170	LF	\$ 2.20	\$ 374.00			0.00	\$ -			0	\$ -	0%	\$ 374.00
153	#12 AWG XHHW Wire (SLG)	670	LF	\$ 1.00	\$ 670.00			0.00	\$ -			0	\$ -	0%	\$ 670.00
154	6-#4 AWG XHHW (SP1)	70	LF	\$ 22.00	\$ 1,540.00			0.00	\$ -			0	\$ -	0%	\$ 1,540.00
155	3-#4 AWG XHHW (SP2)	120	LF	\$ 11.00	\$ 1,320.00			0.00	\$ -			0	\$ -	0%	\$ 1,320.00
156	2-#10 AWG XHHW (SL)	900	LF	\$ 2.00	\$ 1,800.00			0.00	\$ -			0	\$ -	0%	\$ 1,800.00
157	TRAFFIC SIGNAL CABLES, 3/C #14 AWG SOLID CABLE	2820	LF	\$ 2.20	\$ 6,204.00			0.00	\$ -			0	\$ -	0%	\$ 6,204.00
158	TRAFFIC SIGNAL CABLES, 5/C #14 AWG SOLID CABLE	2470	LF	\$ 2.30	\$ 5,681.00			0.00	\$ -			0	\$ -	0%	\$ 5,681.00
159	TRAFFIC SIGNAL CABLES, 7/C #14 AWG SOLID CABLE	4020	LF	\$3.80	\$ 15,276.00			0.00	\$ -			0	\$ -	0%	\$ 15,276.00
160	3/C #20 SHIELDED CABLE (SC)	550.00	LF	\$ 2.20	\$ 1,210.00			0.00	\$ -			0	\$ -	0%	\$ 1,210.00
161	CONDUIT, 1-IN SCH 80 PVC TRENCH (INCLUDES BOND WIRE AND PULL TAPE)	60.00	LF	\$ 28.00	\$ 1,680.00			0.00	\$ -			0	\$ -	0%	\$ 1,680.00
162	CONDUIT, 2-IN SCH 80 PVC TRENCH (INCLUDES BOND WIRE AND PULL TAPE)	1,190.00	LF	\$ 15.00	\$ 17,850.00			0.00	\$ -			0	\$ -	0%	\$ 17,850.00
163	CONDUIT, 3-IN SCH 80 PVC TRENCH (INCLUDES BOND WIRE AND PULL TAPE)	40.00	LF	\$ 36.00	\$ 1,440.00			0.00	\$ -			0	\$ -	0%	\$ 1,440.00
164	CONDUIT, 3-IN SCH 80 PVC BORE (INCLUDES BOND WIRE AND PULL TAPE)	120.00	LF	\$ 36.00	\$ 4,320.00			0.00	\$ -			0	\$ -	0%	\$ 4,320.00
165	CONDUIT, 4-IN SCH 80 PVC TRENCH (INCLUDES BOND WIRE AND PULL TAPE)	140.00	LF	\$ 42.00	\$ 5,880.00			0.00	\$ -			0	\$ -	0%	\$ 5,880.00
166	CONDUIT, 4-IN SCH 80 PVC BORE (INCLUDES BOND WIRE AND PULL TAPE)	1,180.00	LF	\$ 42.00	\$ 49,560.00			0.00	\$ -			0	\$ -	0%	\$ 49,560.00
167	CONDUIT, 2-IN RIGID METAL CONDUIT (Extra Work Item)	10.00	LF	\$ 77.00	\$ 770.00			0.00	\$ -			0	\$ -	0%	\$ 770.00
168	LOOP DETECTOR (SAW CUT IN PAVEMENT) (INCLUDING LOOP WIRE- SEALANT AND CONNECTIONS)	950.00	LF	\$ 14.00	\$ 13,300.00			0.00	\$ -			0	\$ -	0%	\$ 13,300.00
169	Emergency Vehicle Preemption System (Intersection)	1.00	EA	\$ 10,000.00	\$ 10,000.00			0.00	\$ -			0	\$ -	0%	\$ 10,000.00
170	Accessible Pedestrian Push Button Station	19.00	EA	\$ 1,200.00	\$ 22,800.00			0.00	\$ -			0	\$ -	0%	\$ 22,800.00
171	5' Pedestal Pole Assembly with Screw-In Anchor and Breakaway Base	7.00	EA	\$ 2,600.00	\$ 18,200.00			0.00	\$ -			0	\$ -	0%	\$ 18,200.00
172	15' Pedestal Pole Assembly with Screw-In Anchor and Breakaway Base	3.00	EA	\$ 2,750.00	\$ 8,250.00			0.00	\$ -			0	\$ -	0%	\$ 8,250.00
173	20' Pedestal Pole Assembly with Concrete Foundation	2.00	EA	\$ 19,500.00	\$ 39,000.00			0.00	\$ -			0	\$ -	0%	\$ 39,000.00

Project Name: Montrose Segment 1  
Contractor: mc2 Civil  
WBS No. N-T27000-0005-7

Notes:  
Gray cells are calculations and should not be edited  
Green cells should be updated by the Contractor

Contractor Invoice #: 1  
For Period: -----  
Start: 4/1/2025  
Finish: 4/30/2025

A	B	C	D	E	F	C * E	G	H	J	K	(G+J)*E - H	L	M	N	G + J	H + K + M	P / F	Q	R													
																				SCHEDULE OF VALUES				WORK COMPLETED				MATERIALS PRESENTLY STORED		TOTAL COMPLETED AND STORED		
																				FROM PREVIOUS APPLICATION	THIS PERIOD	TO DATE		Completed Qty	Total Cost	%	Balance to Finish					
Prior Qty	Prior Invoiced	Period Qty	Period Cost	Stored Qty	Stored Cost																											
Item No. / Task	Description of Work	Scheduled Qty	Unit of Measure	Scheduled Unit/Cost	Scheduled Value																											
174	25-ft Mast Arm Pole Assembly 15' Luminaire Arm, Luminaire (115 Watt LED) and Foundation	2.00	EA	\$ 20,000.00	\$ 40,000.00					0.00	\$ -			0	\$ -	0%	\$ 40,000.00															
175	30-ft Mast Arm Pole Assembly 15' Luminaire Arm, Luminaire (115 Watt LED) and Foundation	2.00	EA	\$ 21,000.00	\$ 42,000.00					0.00	\$ -			0	\$ -	0%	\$ 42,000.00															
176	40-ft Mast Arm Pole Assembly 15' Luminaire Arm, Luminaire (115 Watt LED) and Foundation	1.00	EA	\$ 23,000.00	\$ 23,000.00					0.00	\$ -			0	\$ -	0%	\$ 23,000.00															
177	45-ft Mast Arm Pole Assembly 15' Luminaire Arm, Luminaire (115 Watt LED) and Foundation	1.00	EA	\$ 34,000.00	\$ 34,000.00					0.00	\$ -			0	\$ -	0%	\$ 34,000.00															
178	ITS Controller Cabinet Assembly (MODEL 346)(Type 2070L)	1.00	EA	\$ 34,000.00	\$ 34,000.00					0.00	\$ -			0	\$ -	0%	\$ 34,000.00															
179	Controller Cabinet Foundation (346) with Apron	1.00	EA	\$ 3,500.00	\$ 3,500.00					0.00	\$ -			0	\$ -	0%	\$ 3,500.00															
180	Electrical Service Pedestal Assembly ("Square D" Breakers, Photoelectric and HOA Lighting Control Included)	1.00	EA	\$ 8,500.00	\$ 8,500.00					0.00	\$ -			0	\$ -	0%	\$ 8,500.00															
181	LED Pedestrian Signal Head Assembly (SYMBOLIC) (COUNTDOWN)	15.00	EA	\$ 750.00	\$ 11,250.00					0.00	\$ -			0	\$ -	0%	\$ 11,250.00															
182	Uninterruptible Power Supply	2.00	EA	\$ 9,000.00	\$ 18,000.00					0.00	\$ -			0	\$ -	0%	\$ 18,000.00															
183	Field Hardened Ethernet Switch (Six Copper Ports Only)	2.00	EA	\$ 2,750.00	\$ 5,500.00					0.00	\$ -			0	\$ -	0%	\$ 5,500.00															
184	GPS Serial Communication Module	3.00	EA	\$ 800.00	\$ 2,400.00					0.00	\$ -			0	\$ -	0%	\$ 2,400.00															
185	Cellular Communication System, Complete in Place	2.00	EA	\$ 7,500.00	\$ 15,000.00					0.00	\$ -			0	\$ -	0%	\$ 15,000.00															
186	Remove and Dispose of Existing Underpass Lighting Fixtures and Equipment	1.00	LS	\$ 10,500.00	\$ 10,500.00					0.00	\$ -			0	\$ -	0%	\$ 10,500.00															
187	Removal of Existing CNP Streetlight Assets (Existing Poles and Light Fixtures)	1.00	LS	\$ 10,000.00	\$ 10,000.00					0.00	\$ -			0	\$ -	0%	\$ 10,000.00															
188	Stenciling of Proposed Street Lighting per COH Identification Number	1.00	LS	\$ 1,100.00	\$ 1,100.00					0.00	\$ -			0	\$ -	0%	\$ 1,100.00															
189	Service Equipment and Pole	3.00	EA	\$ 6,000.00	\$ 18,000.00					0.00	\$ -			0	\$ -	0%	\$ 18,000.00															
190	Metering Panel	3.00	EA	\$ 1,000.00	\$ 3,000.00					0.00	\$ -			0	\$ -	0%	\$ 3,000.00															
191	Service Enclosure	3.00	EA	\$ 5,500.00	\$ 16,500.00					0.00	\$ -			0	\$ -	0%	\$ 16,500.00															
192	Lighting Panels	3.00	EA	\$ 1,200.00	\$ 3,600.00					0.00	\$ -			0	\$ -	0%	\$ 3,600.00															
193	Pull Boxes	4.00	EA	\$ 1,500.00	\$ 6,000.00					0.00	\$ -			0	\$ -	0%	\$ 6,000.00															
194	Underpass Lighting Fixtures	8.00	EA	\$ 3,200.00	\$ 25,600.00					0.00	\$ -			0	\$ -	0%	\$ 25,600.00															
195	Décor Lighting Fixtures	4.00	EA	\$ 3,500.00	\$ 14,000.00					0.00	\$ -			0	\$ -	0%	\$ 14,000.00															
196	30-ft Street light Pole, 10' Luminaire Arm, Luminaire (55 Watt LED) and Foundation	9.00	EA	\$ 9,000.00	\$ 81,000.00					0.00	\$ -			0	\$ -	0%	\$ 81,000.00															
197	30-ft Street light Pole, 10' Luminaire Arm, 18" Pipe Arm, 2- Luminaires (55 Watt LED) and Foundation	25.00	EA	\$ 9,000.00	\$ 225,000.00					0.00	\$ -			0	\$ -	0%	\$ 225,000.00															
198	Conduit and Conductors	1.00	LS	\$ 450,000.00	\$ 450,000.00					0.00	\$ -			0	\$ -	0%	\$ 450,000.00															
199	Electrical Ductbank	4,000.00	LF	\$ 25.00	\$ 100,000.00					0.00	\$ -			0	\$ -	0%	\$ 100,000.00															
200	Misc. Electrical Items	1.00	LS	\$ 20,000.00	\$ 20,000.00					0.00	\$ -			0	\$ -	0%	\$ 20,000.00															
201	Remove tree 0 to 11.99"(or Palm tree)	27.00	LS	\$ 1.00	\$ 27.00					0.00	\$ -			0	\$ -	0%	\$ 27.00															
202	Remove tree 12" to 29.99"	1.00	LS	\$ 1.00	\$ 1.00					0.00	\$ -			0	\$ -	0%	\$ 1.00															
203	Clearance Prune Tree	26.00	LS	\$ 1.00	\$ 26.00					0.00	\$ -			0	\$ -	0%	\$ 26.00															
204	Install Tree Protection Fence	2,300.00	LS	\$ 1.00	\$ 2,300.00					0.00	\$ -			0	\$ -	0%	\$ 2,300.00															
205	Install Root Pruning Trench	800.00	LS	\$ 1.00	\$ 800.00					0.00	\$ -			0	\$ -	0%	\$ 800.00															
206	Install Zero Curb Cutback	960.00	LF	\$ 15.00	\$ 14,400.00					0.00	\$ -			0	\$ -	0%	\$ 14,400.00															
207	Crown Cleaning Prune	37.00	LS	\$ 1.00	\$ 37.00					0.00	\$ -			0	\$ -	0%	\$ 37.00															
208	Root Stimulation	37.00	LS	\$ 1.00	\$ 37.00					0.00	\$ -			0	\$ -	0%	\$ 37.00															
209	Urban Forestry Monitoring	10.00	LS	\$ 1.00	\$ 10.00					1.00	\$ 1.00			1	\$ 1.00	10%	\$ 9.00															
210	P3 - Rolled Steel Edge	423.00	LF	\$ 50.00	\$ 21,150.00					0.00	\$ -			0	\$ -	0%	\$ 21,150.00															
211	P2- Concrete Paver Edge Restraint	137.00	LF	\$ 30.00	\$ 4,110.00					0.00	\$ -			0	\$ -	0%	\$ 4,110.00															
212	P4- Mortared Cobble	161.00	SF	\$ 90.00	\$ 14,490.00					0.00	\$ -			0	\$ -	0%	\$ 14,490.00															
213	P1 - Concrete Unit Paver	5,185.00	SF	\$ 10.00	\$ 51,850.00					0.00	\$ -			0	\$ -	0%	\$ 51,850.00															
214	P1 - Pavers Concrete Base	5,185.00	SF	\$ 15.00	\$ 77,775.00					0.00	\$ -			0	\$ -	0%	\$ 77,775.00															
215	Planting Mix Soil Type 0.5 - 6" (Sodded Areas)	330.00	CY	\$ 90.00	\$ 29,700.00					0.00	\$ -			0	\$ -	0%	\$ 29,700.00															
216	Planting Mix Soil Type 1 - 12" (Above Retaining Wall)	340.00	CY	\$ 90.00	\$ 30,600.00					0.00	\$ -			0	\$ -	0%	\$ 30,600.00															
217	Planting Mix Soil Type 2 - 24" (Base of Retaining Wall & Steel Edge)	149.00	CY	\$ 90.00	\$ 13,410.00					0.00	\$ -			0	\$ -	0%	\$ 13,410.00															
218	Planting Mix Soil Type 3 - 36" (Trees - Included Crowning)	2,200.00	CY	\$ 90.00	\$ 198,000.00					0.00	\$ -			0	\$ -	0%	\$ 198,000.00															
219	Structural Planting Soil	2,250.00	CY	\$ 210.00	\$ 472,500.00					0.00	\$ -			0	\$ -	0%	\$ 472,500.00															
220	Hardwood Mulch 1/2"-3"	130.00	CY	\$ 75.00	\$ 9,750.00					0.00	\$ -			0	\$ -	0%	\$ 9,750.00															
221	Trees - 100 Gal (Taxodium 406, includes platypus tree anchoring)	99.00	EA	\$ 1,700.00	\$ 168,300.00					0.00	\$ -			0	\$ -	0%	\$ 168,300.00															
222	Trees - 100 Gal (Quercus virginiana 'Cathedral' (Live Oak), includes platypus tree anchoring)	6.00	EA	\$ 1,700.00	\$ 10,200.00					0.00	\$ -			0	\$ -	0%	\$ 10,200.00															
223	Trees - 200 Gal (Quercus virginiana 'Cathedral', (Live Oak) includes platypus tree anchoring)	7.00	EA	\$ 2,500.00	\$ 17,500.00					0.00	\$ -			0	\$ -	0%	\$ 17,500.00															
224	Bermuda Sod	57,505.00	SF	\$ 0.80	\$ 46,004.00					0.00	\$ -			0	\$ -	0%	\$ 46,004.00															
225	Warranty / Grow-In Period - 48 Months (Watering, mowing, tree stake removal, tree pruning, tree fertilizing)	48.00	MO	\$ 8,000.00	\$ 384,000.00					0.00	\$ -			0	\$ -	0%	\$ 384,000.00															
226	Stainless Cladding, Galvanized Internal Framing, Bead Blasted Finish (Design, Furnish, and Install)	1.00	LS	\$ 700,000.00	\$ 700,000.00					0.00	\$ -			0	\$ -	0%	\$ 700,000.00															

Project Name: Montrose Segment 1  
Contractor: mc2 Civil  
WBS No. N-T27000-0005-7

Notes:  
Gray cells are calculations and should not be edited  
Green cells should be updated by the Contractor

Contractor Invoice #: 1  
For Period  
Start: 4/1/2025  
Finish: 4/30/2025

A	B	C	D	E	F	G	H	J	K	L	M	N	P	Q	R						
																C * E	(G+J)*E - H	G + J	H + K + M	P / Q	F - P
Item No. / Task	Description of Work	SCHEDULE OF VALUES				WORK COMPLETED				MATERIALS PRESENTLY STORED (not in H or K)		TOTAL COMPLETED AND STORED TO DATE			Balance to Finish						
		Scheduled Qty	Unit of Measure	Scheduled Unit/Cost	Scheduled Value	Prior Qty	Prior Invoiced	Period Qty	Period Cost	Stored Qty	Stored Cost	Completed Qty	Total Cost	%							
227	Bagged Gravel Barrier	210.00	LF	\$ 10.00	\$ 2,100.00			28.00	\$ 280.00			28	\$ 280.00	13%	\$ 1,820.00						
228	Filter Fabric Barrier	775.00	LF	\$ 6.00	\$ 4,650.00			0.00	\$ -			0	\$ -	0%	\$ 4,650.00						
229	Demobilization & Remobilization surrounding the Ismaili Center grand opening	1.00	LS	\$ 25,000.00	\$ 25,000.00			0.00	\$ -			0	\$ -	0%	\$ 25,000.00						
230	Extra Cement Stabilized Sand	20.00	CY	\$ 55.00	\$ 1,100.00			0.00	\$ -			0	\$ -	0%	\$ 1,100.00						
232	Early completion of Phase 1, Steps 1 to 3 (substantially complete except bridge, streetlights, and trees) prior to 12:00am on September 1, 2025. \$5,000 per day for a maximum of 15 working days.	15.00	DAY	\$ 6,670.00	\$ 100,050.00			0.00	\$ -			0	\$ -	0%	\$ 100,050.00						
233	Street Cut Permits	1.00	LS	\$ 5,000.00	\$ 5,000.00			0.00	\$ -			0	\$ -	0%	\$ 5,000.00						
234	Power Company Allowance	1.00	LS	\$ 20,000.00	\$ 20,000.00			0.00	\$ -			0	\$ -	0%	\$ 20,000.00						
235	Streetlights	1.00	LS	\$ 3,000.00	\$ 3,000.00			0.00	\$ -			0	\$ -	0%	\$ 3,000.00						
236	Work Change Directives	1.00	LS	\$ 500,000.00	\$ 500,000.00			0.00	\$ -			0	\$ -	0%	\$ 500,000.00						
231	Reinforced Concrete Pavement (11" Depth), High Early Strength, including Expansion Joints and Horizontal Dowels	10,424.00	SY	\$ 110.00	\$ 1,146,640.00			0.00	\$ -			0	\$ -	0%	\$ 1,146,640.00						
237																					
238																					
239																					
240																					
	GRAND TOTAL				\$ 19,042,643.00		\$ -		\$ 839,907.70		\$ -		\$ 839,907.70	4%	\$ 18,202,735.30						

Notes:  
Gray cells are calculations and should not be edited  
Green cells should be updated by the Contractor





# MWSDBE Utilization Schedule

Status as of:	5/1/2025
Project Name:	MONTROSE BOULEVARD
WBS Number	SEGMENT 1
Company Name	mc2 Civil

MONTH / YEAR	MONTHLY TOTAL	MARQUEE MBE	CM NUNEZ MBE	RELIABLE SIGNAL MBE	T&T WBE	ACCESS DATA WBE	TEXAS CONC MBE
Mar-25	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Apr-25	\$32,688.00	\$20,000.00	\$5,488.00	\$0.00	\$7,200.00	\$0.00	\$0.00
May-25	\$255,000.00	\$30,000.00	\$0.00	\$0.00	\$150,000.00	\$75,000.00	\$0.00
Jun-25	\$315,000.00	\$40,000.00	\$0.00	\$50,000.00	\$150,000.00	\$75,000.00	\$0.00
Jul-25	\$415,000.00	\$40,000.00	\$0.00	\$150,000.00	\$150,000.00	\$75,000.00	\$0.00
Aug-25	\$500,000.00	\$50,000.00	\$0.00	\$250,000.00	\$150,000.00	\$50,000.00	\$0.00
Sep-25	\$540,000.00	\$40,000.00	\$0.00	\$350,000.00	\$100,000.00	\$50,000.00	\$0.00
Oct-25	\$440,000.00	\$40,000.00	\$0.00	\$250,000.00	\$100,000.00	\$50,000.00	\$0.00
Nov-25	\$320,000.00	\$20,000.00	\$0.00	\$200,000.00	\$75,000.00	\$25,000.00	\$0.00
Dec-25	\$195,000.00	\$20,000.00	\$0.00	\$100,000.00	\$50,000.00	\$25,000.00	\$0.00
Jan-26	\$184,872.32	\$20,000.00	\$0.00	\$99,576.24	\$25,000.00	\$40,296.08	\$0.00
Feb-26	\$19,208.22	\$10,024.06	\$0.00	\$0.00	\$9,184.16	\$0.00	\$0.00
Projected Totals-	\$3,226,768.54	\$340,024.06	\$5,488.00	\$1,449,576.24	\$966,384.16	\$465,296.08	\$0.00
		1.90%	0.03%	8.10%	5.40%	2.60%	0.00%

Projected MBE Total-	\$1,789,600.30	10.00%
Projected WBE Total-	\$1,431,680.24	8.00%

Contract Amnt \$		\$17,896,003.00
MBE Goal %	10%	\$1,789,600.30
WBE Goal %	8%	\$1,431,680.24
Total Goal \$		\$3,221,280.54

COLOR INDICATES PROJECTED

\*\*\*Note: Actual dollar amounts are assumed if the date is in the past, otherwise numbers reflect projected dollar amounts.

**IX - PART B**

**AFFIDAVIT OF BILLS PAID**

Harris County, Texas

BEFORE ME, the undersigned authority, on this day personally appeared A. Dwayne Tamayo the Project Manager of mc2 Civil, ("CONTRACTOR"), party to that certain Contract entered on the 17<sup>th</sup> day of March, 2025, between Montrose Redevelopment Authority and CONTRACTOR for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit:

**Montrose Blvd Improvements – Segment 1 WBS NO N-T-27000-0005-7**

Said party being by me duly sworn states upon oath that the said improvements have been erected and completed in full compliance with the above referred to Contract and the agreed plans and specifications therefor.

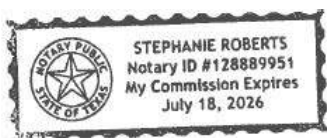
Deponent further states that he has paid all bills and claims for materials furnished and labor performed on said Contract and that there are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon said job.

**THIS AFFIDAVIT IS BEING MADE BY THE UNDERSIGNED REALIZING THAT IT IS IN RELIANCE UPON THE TRUTHFULNESS OF THE STATEMENTS CONTAINED HEREIN THAT FINAL AND FULL SETTLEMENT OF THE BALANCE DUE ON SAID CONTRACT IS BEING MADE, AND IN CONSIDERATION OF THE DISBURSEMENT OF FUNDS BY PASADENA ECONOMIC DEVELOPMENT CORPORATION, DEPONENT EXPRESSLY WAIVES AND RELEASES LIENS, CLAIMS, AND RIGHTS TO ASSERT A LIEN ON SAID PREMISES AND AGREES TO INDEMNIFY AND HOLD OWNER SAFE AND HARMLESS FROM AND AGAINST ALL LOSSES, DAMAGES, COSTS, AND EXPENSES OF ANY CHARACTER WHATSOEVER SPECIFICALLY INCLUDING COURT COSTS, BONDING FEES, AND ATTORNEY FEES, ARISING OUT OF OR IN ANY WAY RELATING TO CLAIMS FOR UNPAID LABOR OR MATERIAL USED OR ASSOCIATED WITH CONSTRUCTION OF IMPROVEMENTS ON THE ABOVE-DESCRIBED PREMISES.**

mc2 Civil

A. Dwayne Tamayo  
By: A. Dwayne Tamayo

Subscribed and sworn to before me, the undersigned authority, on this the 17  
day of March, 2025 .



Stephanie Roberts

Notary Public in and for Harris County, Texas



▶ 11750 Katy Freeway | Suite 400  
Houston, TX 77079  
**Main** 832.318.8800 + **Fax** 713.965.0044  
**TBPE** Firm F-11278  
▶ **HRGREEN.COM**

May 15, 2025

Matt Brollier, Chairman  
Montrose Tax Increment Reinvestment Zone No. 27  
c/o ABHR  
3200 Southwest Freeway, Suite 2600  
Houston, TX 77027

Re: Montrose Safe Routes to School Connections – Second Supplemental Design

Dear Chair Brollier,

HR Green is pleased to submit this proposal for the second iteration of supplemental design services for the Montrose Safe Routes to School Connections project. With the funding increase from \$8.8M to \$9.4M, this will allow us to incorporate appropriate sidewalk design to help spread the sidewalk improvements through the project area. This supplemental fee is only for the design phase.

We propose to execute this work for a lump sum amount of **\$87,800.00**. A detailed breakdown of the scope items and fee can be found under Exhibits A to C. We are prepared to begin this work immediately. Please feel free to contact me at (832) 968-9981 if you have any questions.

Sincerely,

**HR GREEN, INC.**

**David G. Greaney, PE**  
Project Manager

Attachments:  
Exhibit A – Scope  
Exhibit B – Level-of-Effort  
Exhibit C – Urban Forestry

Accepted for  
Montrose Tax Increment Reinvestment Zone No. 27:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print

Accepted for  
City of Houston:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print

**Legend**  
Existing Sidewalk Condition By Parcel

- 2019 Assessment
- 2024 Assessment
- Flat - 5'+
- Flat - Less than 5'
- Poor Condition - 5'+
- Poor Condition - Less than 5'
- No Sidewalk Present
- Under Construction
- Additional Sidewalks

0 125 250 500 Feet

Source: Team Analysis, 2024



HRGreen®

## **I. DESIGN PHASE (90%, 100%, FINAL)**

### **A. BASIC SERVICES**

#### **1. Site Visits**

Additional Site visits are necessary to account for current site conditions. Multiple site visits are expected throughout the duration of the design phase.

The area will be reviewed to confirm features shown in the previous topographic survey.

Additional survey needs for detailed design will be identified and documented. Photographs and field verification of existing features will be completed during the field visit.

#### **2. Review Tree Protection Plan**

Gauge Engineering will review CN Koehl's tree protection plans. For additional information on CN Koehl's scope and fee, see Exhibit D.

#### **3. Existing Survey**

Gauge Engineering will measure the existing conditions and sketch it based on measurements and aerials. This is instead of a topographic survey.

### **B. GENERAL PLAN SHEETS**

General plan sheets include additional plans including the following:

- 1. Existing Typical Sections**
- 2. Proposed Typical Sections**

### **C. ROADWAY DESIGN**

#### **1. Horizontal Curve Data**

The baseline properties will be outlined with the tangent and curve information output from OpenRoads.

#### **2. Demolition Plan**

Demolition plans will include the removal of all sidewalks and miscellaneous components as needed.

#### **3. Roadway Plans**

Detailed roadway plan sheets depicting existing features and the proposed improvements. Plans will also show pedestrian facilities and shall be designed in accordance with the American with Disabilities Act Accessibility Guidelines (ADAAG) and the Texas Accessibility Standards (TAS). The plans will be submitted to the Texas Department of Licensing and Regulation (TDLR) or representative thereof for review, approval, and inspection.

The plan view shall contain the following design elements:

- Horizontal alignment.
- Indicated pavement edges, lane and pavement widths for all improvements
- Direction of traffic flow arrows.
- Indicate existing and proposed ROW/Easement lines.
- Existing major utilities and structures.
- Any necessary callouts to clarify details.
- Water and sanitary design components will be shown.
- Drawings horizontal scale 1-in. = 40-FT

No profile will be included.

## **D. DRAINAGE DESIGN**

Prepare the PS&E package in accordance with the applicable City of Houston requirements, specifications, standards, and manuals. Include the following sheets and documents:

### **1. Existing Drainage Area Map**

The existing drainage area map will show drainage patterns and outfalls for the existing conditions.

### **2. Proposed Drainage Area Map**

The proposed drainage area map will reflect any changes in drainage patterns and outfalls from the existing conditions.

### **3. Drainage Calculations**

Runoff calculations will be performed and placed on the appropriate sheets.

## **E. STORMWATER POLLUTION PREVENTION PLANS**

The following items will be prepared in accordance with County Standard Details and Standard Specifications.

### **1. Storm Water Pollution Prevention Plans**

The plans will show all existing and proposed streets, alignments, applicable notes, proposed storm water conveyance systems, and pollution prevention measures.

## **F. PRIVATE UTILITIES**

A thorough private utility evaluation will be conducted to determine existing utilities that will be in conflict with proposed improvements. Utility companies include, but are not limited to CenterPoint Energy Gas, CenterPoint Energy Electric, AT&T, and cable TV. Conflict matrix will be developed for each milestone.

### **1. Utility Engineering Investigation**

Utility engineering investigation includes utility investigations subsurface and above ground prepared in accordance with ASCE/CI Standard 38-02

[<http://www.fhwa.dot.gov/programadmin/asce.cfm>] and Utility Quality Levels.

#### **a. The Utility Engineer must:**

- i. Compile "as-built" information from plans, plats, and other location data as provided by the utility owners.
- ii. Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The Engineer shall examine utility owner's work to ensure accuracy and completeness.
- iii. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. The Utility Engineer must prepare and deliver to City a color-coded composite utility facility plan with utility owner names, quality levels, line sizes, and subsurface utility locate (test hole) locations. The Utility Engineer and City acknowledge that the line sizes of designated utility facilities detailed on the deliverable will be from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable that states "lines sizes are from best available records". All above-ground utility feature locations must be included in the deliverable to the City.
- iv. Determine and inform the City of the approximate electronic utility depths at critical locations as determined by the City. The limits of this additional information should be determined prior to the commencement of work. This depth indication is understood by both the Engineer and the City to be



approximate only and is not intended to be used preparing the right of way and construction plans.

- v. Clearly identify all utilities that were discovered from Quality Levels C and D investigation but cannot be depicted in Quality Level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.

## **2. Utility Coordination**

- a. Utility Adjustment Coordination includes communicating, coordinating, and conducting meetings with any one, combination, or all of the following: individual utility companies, Local Public Agencies (LPAs), City Project Manager, City Utility Staff, City Right of Way, Project Delivery, design engineer, and subconsultant staff. The Engineer's utility coordination duties include, but are not limited to:
  - i. Perform utility coordination and liaison activities with involved utility owners, their consultants, and the City to achieve timely project notifications
  - ii. In conjunction with formal coordination meetings, the Utility Coordinator must create meeting minutes, create, and update the utility conflict matrix, create action item log, perform document control, and assist with conflict analysis and resolution.
- b. Provide a monthly summary, with weekly updates, of work completed and in process with adequate detail to verify compliance with agreed work schedule.

## **3. Utility Adjustment Deliverables**

- a. The Utility Coordinator must provide the City and all affected utility companies and owners with a contact list, Utility Conflict Matrix (UCM) with information such as:
  - i. Owner's name;
  - ii. Contact person;
  - iii. Telephone numbers;
  - iv. Emergency contact number;
  - v. E-mail addresses; and
  - vi. pertinent information concerning their respective affected utilities and facilities, including but not limited to: size, number of poles, material, and other information that readily identifies the utilities companies' facilities.
- b. The Utility Coordinator is responsible for updating the UCM and utility conflict layout throughout the project and at each milestone. The utility Coordinator will provide agendas to the City of Houston for utility meetings.

The Utility Coordinator must advise utility companies and owners of the general characteristics of the Project and provide an illustration of the project footprint for mark-up of the utility facility locations that occupy the project area by distributing the Subsurface Utility Engineering (SUE) plan sheets or project layout sheets.

## **G. PROJECT MANAGEMENT / SPECS / AGENCIES & TEAM COORDINATION / QUANTITIES / MISC**

### **1. Overall Project Management/Team Coordination/ Project Controls**

During each phase of the project, the Project Manager (PM) will oversee all work and will be responsible for directing and coordinating activities and assigned personnel. The PM will manage the project scope, schedule, budget, and quality to ensure that the project progresses as agreed. The PM will submit monthly invoices, status reports, and schedules. The PM will conduct regular coordination meetings as needed with the City, private utilities, and others.

### **2. Project Coordination / Approvals with City**

Regular coordination and monthly meetings with the TIRZ 27/City will be held to review the progress of the engineering effort, or to address other issues which may arise. The PM will prepare and document meeting record memorandum of decisions and action items.

The design team will obtain required signatures or approvals from other governmental agencies, public utilities, and private utilities, which may impact the Project prior to final approval by City. Governmental agencies include but are not limited to TxDOT. Utility signatures include, but are not limited to CenterPoint Energy Gas, CenterPoint Energy Electric, AT&T, and cable TV.

**3. Quantities (90%, 100%, and Final)**

The design team will develop and report quantities for the different deliverables.

**4. Opinion of Probable Construction Costs**

The design team will submit Opinion of Probable Construction Costs for the different deliverables.

## **II. SUBCONTRACTED ENGINEERING SERVICES**

**1. Exhibit C – Urban Forestry**

CN Koehl Urban Forestry, Inc. will provide tree protection plans to Gauge Engineering. See Exhibit C for additional information.

## **III. EXPENSES**

**1. Printing and Reproduction / Miscellaneous / TDLR Plan Review Fee**

Expenses included printing, any deliveries, reproduction, and any other miscellaneous items.

**2. Mileage**

Expenses include mileage at the current rate.



**EXHIBIT B**
**MONTROSE REDEVELOPMENT AUTHORITY / TIRZ 27**
**MONTROSE SAFE ROUTES TO SCHOOL CONNECTIONS - DESIGN PHASE - SECOND SUPPLEMENTAL  
LEVEL OF EFFORT**

**I. DESIGN PHASE (90%, 100%, Final)**

DESCRIPTION OF WORK TASKS	PRINCIPAL	PROJECT MANAGER	PROF ENGINEER	STAFF ENGINEER	SR. DESIGN TECH	ADMIN ASST	TOTAL HOURS	LABOR COSTS
<b>A. BASIC SERVICES</b>								
1 Site Visits		4	8	16			28	\$4,160.00
2 Review Tree Protection Plan		1	4	4			9	\$1,360.00
3 Existing Survey (HR Green measures and drafts)			12	64	8		84	\$11,640.00
<b>Total</b>	<b>0</b>	<b>5</b>	<b>24</b>	<b>84</b>	<b>8</b>	<b>0</b>	<b>121</b>	<b>\$17,160.00</b>
<b>B. GENERAL PLAN SHEETS</b>								
1 Existing Typical Sections (1 Sheet)		1	2	8	2		13	\$1,850.00
2 Proposed Typical Sections (1 Sheet)		1	2	8	2		13	\$1,850.00
<b>Total</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>16</b>	<b>4</b>	<b>0</b>	<b>26</b>	<b>\$3,700.00</b>
<b>C. ROADWAY DESIGN</b>								
1 Horizontal Curve Data (1 Sheet)		1	2	4			7	\$1,040.00
2 Demolition Plans (8 Sheets)		6	16	60	40		122	\$17,140.00
3 Roadway Plans (8 Sheets)	2	10	24	64	40		140	\$20,180.00
<b>Total</b>	<b>2</b>	<b>17</b>	<b>42</b>	<b>128</b>	<b>80</b>	<b>0</b>	<b>269</b>	<b>\$38,360.00</b>
<b>D. DRAINAGE DESIGN</b>								
1 Existing Drainage Area Maps - Add'l drainage areas			4	12			16	\$2,260.00
2 Proposed Drainage Area Maps - Add'l drainage areas			4	12			16	\$2,260.00
3 Drainage Calculations		1	2	3			6	\$905.00
<b>Total</b>	<b>0</b>	<b>1</b>	<b>10</b>	<b>27</b>	<b>0</b>	<b>0</b>	<b>38</b>	<b>\$5,425.00</b>
<b>E. STORMWATER POLLUTION PREVENTION PLANS</b>								
1 Storm Water Pollution Prevention Plan (8 Sheets)		2	8	32	12		54	\$7,580.00
<b>Total</b>	<b>0</b>	<b>2</b>	<b>8</b>	<b>32</b>	<b>12</b>	<b>0</b>	<b>54</b>	<b>\$7,580.00</b>
<b>F. PRIVATE UTILITIES</b>								
1 Utility Engineering Investigation			2	4			6	\$860.00
2 Utility Coordination			2	4			6	\$860.00
3 Utility Adjustment Deliverables		1	2				3	\$500.00
<b>Total</b>	<b>0</b>	<b>1</b>	<b>6</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>15</b>	<b>\$2,220.00</b>
<b>G. PROJECT MANAGEMENT/SPECS/AGENCIES &amp; TEAM COORDINATION/QUANTITIES/MISC</b>								
1 Overall Project Management/Team Coordination/ Project Controls		6	4			2	12	\$1,910.00
2 Project Coordination/Approvals with City		4	2				6	\$1,040.00
3 Quantities (90%, 100%, and Final)		1	3	8	3		15	\$2,145.00
4 Opinion of Probable Construction Costs		1	4	4			9	\$1,360.00
<b>Total</b>	<b>0</b>	<b>12</b>	<b>13</b>	<b>12</b>	<b>3</b>	<b>2</b>	<b>42</b>	<b>\$6,455.00</b>
<b>TOTAL HOURS</b>	<b>2</b>	<b>40</b>	<b>107</b>	<b>307</b>	<b>107</b>	<b>2</b>	<b>565</b>	
Contract Labor Rate	\$250.00	\$180.00	\$160.00	\$135.00	\$135.00	\$95.00		
<b>TOTAL LABOR COSTS BASIC ENGINEERING SERVICES</b>	<b>\$500.00</b>	<b>\$7,200.00</b>	<b>\$17,120.00</b>	<b>\$41,445.00</b>	<b>\$14,445.00</b>	<b>\$190.00</b>		<b>\$80,900.00</b>

**II. SUBCONTRACTED ENGINEERING SERVICES**

DESCRIPTION OF WORK TASKS	COST	SUB MGMT	TOTAL
1 Exhibit C - Urban Forestry (CN Koehl)	\$5,965.00	10%	\$6,561.50
<b>TOTAL SUBCONTRACTED ENGINEERING SERVICES</b>			<b>\$6,561.50</b>

**III. EXPENSES**

EXPENSES	QUANTITY	UNIT	COST	TOTAL
1 Printing and Reproduction / Miscellaneous / TDLR Plan Review Fee	1	LS	\$268.50	\$268.50
2 Mileage	100	MILE	\$0.70	\$70.00
<b>TOTAL REIMBURSABLE EXPENSES</b>				<b>\$338.50</b>

<b>GRAND TOTAL</b>	
I. DESIGN PHASE (90%, 100%, Final)	\$80,900.00
II. SUBCONTRACTED ENGINEERING SERVICES	\$6,561.50
III. EXPENSES	\$338.50
<b>PROJECT TOTAL</b>	<b>\$87,800.00</b>

May 14, 2025

Mr. David G. Greaney, P.E., CFM  
Project Manager  
Gauge Engineering  
11750 Katy Freeway, Suite 400  
Houston, Texas 77079

Re: Proposal for Urban Forestry Consulting Services on the Montrose TIRZ 27  
Montrose Safe Route to School Sidewalk Connections Project.  
**Supplemental Proposal to April 2024 (Approximately 16,700 l.f.) & February  
2025 addition of Approximately 8,520 l.f. – May 2025 addition of  
approximately 6,000 l.f..**

Dear Mr. Greaney,

As per your request, C.N. Koehl Urban Forestry, Inc. proposes to provide  
Supplemental Urban Forestry Consulting services for design phase of Approximately  
6,000 l.f. added to the Montrose Connections) Safe Route to School Sidewalk Project.  
We propose providing the supplemental Urban Forestry services as described for each  
step of the design in our April 24, 2024 scope/fee proposal:

**Phase II – Services for Project Design**

Field Evaluation/Site Visit

Urban Forester-

8.0 hours @ \$140.00/hour..... \$1,120.00

Field Tech accompany for safety

8.0 hours @ \$95.00/hour..... \$760.00

Tree Protection Plan for 90% Submittal

Fee for 90% Tree Protection Plan

15.0 hours @ \$140.00/hour..... \$2,100.00

Construction Feasibility Site Walkthrough

Fee for Construction Feasibility Site Walkthrough

2.0 hours @ \$140.00/hour..... \$280.00

Tree Protection Plan for 100% submittal

Fee for 100% Tree Protection Plan

4.0 hours @ \$140.00/hour..... \$560.00

Tree Protection Plan for Final submittal

Fee for Final Tree Protection Plan

4.0 hours @ \$140.00/hour..... \$560.00

Drafting AutoCAD (DWG) files of Tree Preservation Plan

Drafting Services Fee for DWG files of the Tree Preservation Plan

9.0 hours @ \$65.00/hour..... \$585.00

**Total Phase II Design Supplemental Fees..... \$5,965.00**

We have utilized the services contained in this proposal on similar projects for The City of West University Place Infrastructure Replacement Program, City of Houston Neighborhood Street Reconstruction Program, City of Houston Surface Water Transmission Program, Houston Storm Water Management Program, City of Missouri City Street Reconstruction, City of Friendswood Street Reconstruction, City of Piney Point Street Reconstruction, City of Sugarland Street Reconstruction, City of Texas City Street Reconstruction, and numerous City of Houston waterline, sewer and sidewalk/bikeway projects in the past. It is our goal to provide you the most effective, efficient, and value added services we can provide. We are willing to provide services in whatever capacity you deem appropriate.

If this proposal meets with your approval and you would like to retain our services, please forward your standard agreement or a notice to proceed, and we will schedule the work as soon as we receive the plan sheets. We greatly appreciate the opportunity to present this proposal and look forward to working with you on this project. If you have any questions or would like to make any changes, please do not hesitate to call me at 281-391-0022.

Respectfully submitted,



Craig N. Koehl  
Urban Forestry Consultant



**A RESOLUTION SUPPORTING THE MONTROSE REDEVELOPMENT  
AUTHORITY'S (AUTHORITY) APPLICATION TO THE TEXAS DEPARTMENT OF  
TRANSPORTATION'S 2025 TRANSPORTATION ALTERNATIVES SET-ASIDE (TA)  
CALL FOR PROJECTS**

**WHEREAS**, the Texas Department of Transportation issued a call for projects in January 2025 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

**WHEREAS**, the TA funds may be used for development of planning documents to assist communities of any size in developing non-motorized transportation networks. The TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible. The Authority would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MONTROSE REDEVELOPMENT AUTHORITY THAT:** The Authority supports funding these projects as described in the 2025 TA Detailed Application (including planning activities, the department's direct state cost for oversight, and the required local match, if any) and is willing to commit to the project's development, management, financing, adoption, and implementation of completed planning documents; and the Authority is willing and able to enter into an agreement with the department by resolution or order, should the project be selected for funding.

**DULY PASSED** by majority vote of all members of the Board of Directors of the Montrose Redevelopment Authority on the 19<sup>th</sup> day of May 2025.

---

Matt Brollier  
Chair, Board of Directors

---

Helen Zunka  
Secretary, Board of Directors

## **Montrose Redevelopment Authority Parking Study**

April 2025

The Goodman Corporation (TGC) is pleased to submit this proposal to the Montrose Redevelopment Authority (Authority) to provide professional urban planning services. TGC understands that enhancing local parking opportunities is amongst the Zone's Goals and that the Montrose community has identified parking issues dating back prior to 2016. Since then, a special parking district was created by the City of Houston Planning Commission (now defunct), and privately operated parking lots and garages have been delivered throughout Montrose. Meanwhile, there are continued perceptions of area parking deficiencies, which are supported by historic data collection. This perception may be further exacerbated by areas within Montrose that have permitted residential parking. Furthermore, redevelopment accommodating existing COH parking minimums has resulted in a change of the highest and best use to surface parking lots. This change has resulted in reductions in neighborhood character, density, walkability, and available productive real estate, among other undesirable outcomes.

The City of Houston has established precedents and policies to assist certain communities that experience parking challenges. These policies include market-based parking areas, shared use parking, Walkable Places and Transit Oriented Development Parking Ordinances, and parking benefit districts. TGC has prepared this scope of services to accomplish several objectives that will be supportive of implementing future parking policies within the Montrose community. These objectives are as follows:

- Identify non-residential parking supply and demand throughout the entire area (quantitative and qualitative).
- Document negative impacts of redevelopment for parking.
- Evaluate tradeoff between expansion of market-based parking to preserve character and address parking deficiencies.
- Explore potential of “carrots” and “sticks” for parking policies.
- Consider establishment of a parking benefits district (as seen along Washington Avenue and in Midtown) to generate potential revenue for the COH and for Montrose community projects from existing on-street parking.
- Evaluate residential permit parking areas.
- Understand the City's established parking policies and catalog permitted variances and how they relate to the Authority.

The output of this analysis will be a series of recommended parking policies to address any parking challenges identified within the boundaries of the Authority's goals.

### Task 1: Project Management and Community Engagement

**Description:** TGC will utilize this task for the provision of updates to the Authority Board, Committee(s) and for the facilitation of community engagement. TGC's engagement strategy includes:

- Participation in two community events (farmers market, festival, etc.) to discuss the effort, gather feedback, and share thoughts on recommendations.
- Up to three presentations at meetings that include area commercial, residential, and institutional owners, users/tenants, and representative groups (e.g., civic associations, super neighborhoods, local business councils, etc.)—or similar community-oriented organizations.
- Coordinate specifically with the retail/restaurant business community.
- Establishment of and coordination with a project/stakeholders advisory committee through the duration of the project.
- TGC will develop, support with dissemination, and analyze an online survey targeted at determining perceived parking deficits, issues, and desired solutions.
- Coordination and briefings with the District Councilmember to solicit feedback and input.

**Deliverables:** Public engagement summary.

**Time Frame:** Project duration

### Task 2: Parking Supply and Demand

**Description:** TGC will provide an approach to forecasting supply and demand for parking within the boundaries of the Authority (study area). To accomplish this task, the team will complete the following sub-tasks.

- Measure parking supply – TGC will prepare materials, and conduct field and desktop work to measure parking supply within the study area. This will include a map of supply of parking by type (off-street and on-street), time restricted, residential permits, and loading zones within the study area and a corresponding Excel workbook with this data.
- Demand analysis – TGC will use Institute of Transportation Engineers Parking Generation Manual other best practices to estimate parking demand by land use type.
- Examine the future projected development – TGC will coordinate with the Authority to discuss planned/proposed development expected to occur within the study area over an established planning horizon. TGC will consider this with the current parking code to determine future parking demand and anticipated supply.
- TGC will develop area specific estimates of demand/supply by weekday and weekend, and time of the day.

- TGC will provide a series of zonal heat maps which depict excess demand/supply by weekday and weekend, and time of the day.
- TGC will identify areas where parking is being underutilized. TGC will propose various policies to help alleviate demand off oversubscribed areas (balance supply and demand).

When complete, this task will provide an understanding of parking excess and deficiency and will inform the team how and where parking solutions could work best.

**Deliverables:** Series of Excel workbooks documenting parking supply/demand, PDF maps, and technical memo outlining methodology and recommendations.

**Time Frame:** 120 days

### Task 3: City of Houston Parking Policies

**Description:** TGC will document and examine the array of the City's current parking policies. The following policies will be examined:

- Established City of Houston off-street parking code: TGC will examine the established City parking code as it relates to its peers and the established baseline of the ITE Parking Generation Manual.
- Walkable Place / Transit Oriented Development (TOD) Policy: TGC will define impacts of Walkable Places/TOD by coordinating with development community and public partners.
- Shared Parking Policy: TGC will provide the pros and cons of the City's shared use parking policies.
- Parking Benefits Districts: TGC will identify benefits and management structure associated with a parking benefits district.
- Other Parking Policies: TGC will identify and analyze other parking policies including but not limited to residential parking, market-based parking, and variances /variance inventory.
- Examine Chapter 42 development code change impact to available street parking over an established historic timeline.

TGC will provide policy analysis and recommendations for all the parking policies evaluated.

**Deliverables:** Technical memorandum summarizing City parking policies and associated recommendations.

**Time Frame:** 60 days

#### Task 4: Impacts of Current Parking Policies

**Description:** TGC will research and analyze the City of Houston's parking code variances from 2020 to 2025 within the study area. Variances can result in an imbalance of parking equilibrium, undesired negative externalities and other related issues. TGC will seek to understand the rationale of the variances which will provide critical information when determining parking policy solutions.

TGC will also complete detailed fieldwork and inventory to determine impacts on parking equilibrium, to document economic and land use impacts of current parking code and variances with redeveloped properties, which simulates a do nothing scenario.

**Deliverables:** Technical memorandum documenting City parking code variances. Inventory of redeveloped property parking supply.

**Time Frame:** 60-90 days

#### Task 5: Implementation Plan

**Description:** TGC will compile the information gathered in Tasks 1-4 and draft a public facing implementation plan. The Implementation Plan will be written in plain language and will be graphically appealing. This will allow the public to understand the parking challenges and opportunities within the boundaries of the Authority. The Implementation Plan will provide recommendations and strategies to implement various policies/projects to address the parking challenges identified within the parking study.

**Deliverables:** Public facing Implementation Plan summarizing findings of the Montrose Redevelopment Authority Parking Plan.

**Time Frame:** 60-90 days



### Project Schedule

The project is expected to begin in June 2025 and be completed by March 2026.

Task	Months								
	1	2	3	4	5	6	7	8	9
Task 1: Project Management and Community Engagement									
Task 2: Parking Supply and Demand									
Task 3: City of Houston Parking Policies									
Task 4: Impacts of Current Parking Policies									
Task 5: Implementation Plan									

### Project Budget

Per task, progress payments will be provided monthly per the table below. Invoices, including progress reports, will be provided each month. The costs within this scope are inclusive of all direct and indirect costs (e.g., travel, overhead, printing).

Task	Description	Cost
1	Project Management and Community Engagement	\$35,000
2	Parking Supply and Demand	\$60,000
3	City of Houston Parking Policies	\$15,000
4	Impacts of Current Parking Policies	\$10,000
5	Implementation Plan	\$20,000
	<b>Total Authorized</b>	<b>\$140,000</b>

**Accepted for Montrose Redevelopment  
Authority**

---

Signature

Date

---

Matt Brollier, Board Chair

---

Print

**Accepted for the City of Houston**

---

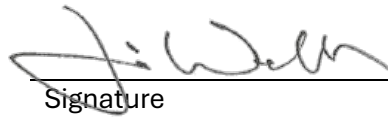
Signature

Date

---

Print

**Accepted for The Goodman Corporation**



---

May 7, 2025

Signature

Date

---

Jim Webb, AICP, ENV SP

---

Print

## Montrose TIRZ

Affordable Housing Study 2025

February 13, 2025

### PROJECT SUMMARY:

The Montrose TIRZ is interested in understanding the landscape of affordable housing within the TIRZ boundaries and throughout the greater Superneighborhood. Previously, January Advisors completed an affordable housing study in 2020 and updated it in 2023. We propose to conduct a new study using the latest data that can be compared to previous studies, but provides a new benchmark in the changing landscape of housing within the neighborhood.

### SCOPE OF WORK:

- **Board survey.** We will survey the affordable housing committee and other board members to understand the general sentiment about the TIRZ's role in preserving and promoting affordable housing. This survey will help calibrate future ideas for research and implementation.
- **Rental analysis.** Using current rental data from various sources, we will benchmark the average cost of a Studio, 1BR, 2BR, and 3BR rental within the Montrose superneighborhood. These costs will be broken down in various ways, including by age of the structure, the size of the complex, and whether it is located in a historic district or minimum lot size area, among others.
- **Real estate analysis.** Using public residential listings and ownership transfer information from HCAD, we will benchmark the average cost of residential real estate in the neighborhood. This includes segmenting different types of residential units (condo, townhouse, single family) as well as different sizes and ages of these units.
- **Current state assessment.** Using data from previous studies, we will determine the rate of change in Montrose housing over time. We will also look at demographic changes in the neighborhood. If available, we will also evaluate dangerous buildings/red tag data supplied by the City of Houston.
- **Presentation of findings.** Throughout the study, we will work collaboratively with the affordable housing committee. After committee review, we will be available to present the study's findings to the Montrose TIRZ board, representatives from the

City of Houston, and the community.

- **Project management.** We will work with the affordable housing committee and stay in communication throughout the duration of the study, presenting interim findings and receiving guidance and feedback.

#### **DELIVERABLES:**

- **Written report.** The written report will contain details of our findings, visuals such as GIS maps and charts, a summary of our previous work, and our study methodology.
- **Executive presentation.** The executive presentation will provide a summary of our findings.

**TIME:** We can complete this project in approximately 3 months.

**COST:** \$17,500 fixed fee. We require a 50% deposit to begin work, with the balance due upon study completion and acceptance.

#### **ABOUT:**

[January Advisors](#) is a data science and technology consulting firm. We specialize in nonprofit and public sector clients, working on projects related to technology policy, data strategy, cloud infrastructure, data analysis, and data visualization.

**Montrose Redevelopment Authority**

Monday, May 19, 2025, at 6:30 PM

---

7. Consider updated Treasury Management Services Agreement - Terms and Conditions with Stellar Bank and authorize appropriate action.

# **Treasury Management Services Agreement**

**Terms and Conditions**



**Treasury Management Department**

**4749 Twin City Highway  
Suite 210  
Port Arthur, Texas 77642  
888-658-7327**

## **TREASURY MANAGEMENT SERVICES AGREEMENT – TERMS AND CONDITIONS**

This Treasury Management Services Agreement – Terms and Conditions (“Agreement”) is entered into by and between Stellar Bank (“Bank”, “we”, “our”, “ours” and “us”) and TIRZ 27 Montrose Redevelopment Authority (“Company”, “you” and “yours”).

### **Recitals**

This Agreement provides the terms for Bank’s treasury management services (each a “Service” and one or more, “Services”). Any actions you request or approve under any of the described Services (i.e., submit signed Enrollment Forms) will be governed by the terms and conditions. If the provisions of any terms and conditions for a particular service set forth in Section II (Service Rules), are inconsistent with the terms and conditions set forth in Section I (Generally Applicable Terms and Conditions), the Service Rules shall control. If the provisions of the Service Rules and/or this Agreement are inconsistent with the Enrollment Forms (as defined below), the Enrollment Forms shall control.

Section I (Generally Applicable Terms and Conditions), applies to all of the Services. Section II (Service Rules), contains provisions applicable to specific Services. The various parts of Section II apply to you only if you actually use the Service described in that part or you sign an Enrollment Form for that Service.

### **I. GENERALLY APPLICABLE TERMS AND CONDITIONS**

- A. Scope of the Services:** Bank shall provide Company with the Services that the Company elects by execution of the Enrollment Form applicable to a particular Service (“Enrollment Forms”). The Enrollment Forms are executed by the parties and incorporated herein and made a part of this Agreement.

Prior to initiating a new Service, Company agrees to provide Bank with the Enrollment Forms applicable to a particular Service (“applicable Enrollment Form”) and all other information which Bank may request including specifications, test results, check samples, transmissions and documents. If Bank determines, in its sole discretion, that any specification, test result, sampling, transmission or document does not meet its requirements, then, in such event, Company agrees that Company will not be eligible to obtain the Services and the Services will not be provided until requested information that is satisfactory to Bank is provided by Company.

Company agrees to deliver, in a form and content satisfactory to Bank, such additional executed, or as the case may be, certified, documents and agreements required by Bank from time to time to obtain and to continue to receive the Services requested by Company, including deposit account signature cards, declarations, authorizations, resolutions, Enrollment Forms, implementation documents and updated financial statements.

#### **Account:**

1. Company agrees to maintain a minimum of at least one (1) commercial checking account with Bank with funds sufficient to cover the Services initiated pursuant to this Agreement and to cover fees required to pay for the Service(s) provided. In the event there are not sufficient available funds in the accounts to cover Company’s obligations under this Agreement, Company agrees that Bank may debit any account maintained by Company

with Bank or any affiliate of Bank or that Bank may set off against any amount it owes to Company, in order to obtain payment of Company's obligations under this Agreement. Upon request of Bank, Company agrees to promptly provide to Bank such information pertaining to Company's financial condition as Bank may reasonably request.

2. If any deposit account(s) designated for a particular Service requires more than one signature for the withdrawal or transfer of funds, Company agrees that Bank may act upon any Service instruction that is made in accordance with the requirements of the relevant Enrollment Form. **This may result in Bank acting upon the instruction of only ONE person (e.g., to wire funds), even though the signature card for the deposit account in question requires two or more signatures on checks.** Company agrees that as long as an instruction is made in accordance with the requirements of the relevant Enrollment Form, the transaction will be deemed authorized by Company.
3. If any deposit account(s) designated for a particular Service includes deposit accounts of Company's parent company, subsidiaries or affiliates, Company warrants that they have authorized Company to access their deposit accounts through such Service in the same manner as Company's own deposit accounts. Company agrees to provide Bank with Company's written authorization, in form and substance acceptable to Bank, evidencing that authority, and to notify Bank immediately in writing of any change to that authorization.

#### **B. Honoring Transactions and Instructions:**

1. Bank will honor Company's transactions and instructions (including adjustments and cancellations) only when Company has complied with this Agreement. Bank is under no obligation to complete any transaction or instruction that (i) exceeds Company's collected and available funds on deposit with Bank, even if Bank has done so in the past; (ii) is not in accordance with any condition requested by Company and agreed to by Bank; (iii) Bank has reason to believe may not be authorized by Company; (iv) involves funds subject to a hold, dispute or legal process; (v) violates, in the opinion of Bank, any provision of any present or future risk control program of any Federal Reserve Bank or the Board of Governors of the Federal Reserve System or any other applicable federal or state law; (vi) does not comply with any other requirement stated in this Agreement or any Bank policy, procedure or practice; and/or, (vii) for the protection of Bank or Company, Bank has reasonable cause not to honor.
2. When a Service requires Company's deposit account(s) to contain sufficient, good, collected, and available funds to cover Company's obligations for the required Service, Company agrees to maintain sufficient, good, collected, and available funds in those accounts from which the funds are to be withdrawn or transferred. If there are insufficient funds in the designated deposit account to cover the required withdrawal(s), transfer(s), or related fees, except as specifically provided for in an applicable Service Rule or Setup Form, Bank may (i) withhold the Service; (ii) in its sole discretion, elect to dishonor any item or transaction that creates a negative balance and has no duty to notify Company prior to dishonoring any overdraft, even if Bank has paid overdrafts on Company's behalf in the past; (iii) in its sole discretion, provide the Service, and Company agrees to pay Bank promptly upon on demand the amount of overdraft and any fees or other costs including



those set forth in the deposit account agreement; and/or, (iv) require Company to pre-fund transactions prior to the settlement date or effective date of the transaction. Company agrees that Bank may, in its sole discretion, on occasion provide a Service against insufficient good, collected and available funds in deposit account(s), but Bank is not obligated to do so, and any action by Bank of this nature will not constitute an obligation by Bank to provide the Service(s) in the future.

3. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BANK WILL NOT BE LIABLE FOR ANY INSTRUCTION, ENTRY (AS DEFINED HEREIN), WIRE TRANSFER ORDER, OR OTHER PAYMENT ORDER, AMENDMENT OR CANCELLATION, OR ANY LOSS ARISING THEREFROM, ERRONEOUSLY TRANSMITTED BY COMPANY OR ANYONE AUTHORIZED BY COMPANY HEREUNDER OR CONTAINING AN ERROR IN CONTENT AS PROVIDED BY COMPANY OR ANYONE AUTHORIZED BY COMPANY HEREUNDER, REGARDLESS OF WHETHER BANK FOLLOWED THE SECURITY PROCEDURES AGREED UPON HEREIN OR ANY SETUP FORM OR APPLICATION HERETO.**

- C. **Cutoff Times:** Bank will notify Company in writing of any cutoff time it establishes for the receipt of information or data files required to perform a particular Service. Any such cutoff time may be changed by Bank upon thirty (30) days' prior written notice to Company.
- D. **Authorization to Obtain Treasury Management Services:** A representative of the Company authorized pursuant to a written Corporate Resolution or similar evidence of authority shall execute this Agreement and/or the Enrollment Forms, accepting on behalf of the Company the terms and conditions governing the use of the Services, electing enrollment in selected Services; and appointing and removing Administrative Users as defined, if applicable, for each Service.
- E. **Term and Termination:** This Agreement shall become effective upon acceptance by Company through execution of the applicable Enrollment Forms. In addition, Company's use of any particular Service described in this Agreement shall constitute Company's agreement to be bound by the terms set forth herein, including without limitation the Service Rules applicable to such Service. The terms of this Agreement shall remain in effect until terminated as provided herein. Bank may terminate this Agreement at any time and for any reason upon notice to Company. Bank may immediately terminate this Agreement and the Services without notice to Company if Company files, or has filed against it, a petition under the U.S. Bankruptcy Code or a similar State or Federal law.

Further, and not in limitation of the foregoing, Bank may terminate Company's access to any Service(s) or any account through the Service(s), in whole or in part, at any time without notice. Bank may suspend this Agreement and/or any particular Service, or suspend, or limit Company's access privileges or the access privileges of Company's affiliates (if a party to this Agreement) to the Services, in whole or in part, at any time for any reason without prior notice. Termination by Bank or Company of a particular Service does not automatically terminate this Agreement. The liabilities and obligations of the parties incurred prior to the termination date shall survive for all purposes. All applicable provisions of this Agreement will survive termination by either Company or Bank, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, indemnification, and the miscellaneous provisions. Any termination of this Agreement shall not affect any of Company's obligations under the rules of

the National Automated Clearing House Association (the “Rules”) with respect to any Entries (as defined in the Rules) prior to such termination.

- F. Service Fees; Invoice; Payment:** Company agrees to pay Bank fees for Services in accordance with the applicable schedule of charges for such Services. Bank may modify its schedule of charges at any time upon written notice to Company. Except as otherwise agreed, all fees shall be charged monthly against Company’s accrued earnings allowance related to Company’s deposit agreement(s) with Bank. Bank may debit any of Company’s account(s) with Bank for any amount by which the fees due Bank exceed such earnings allowance.

**G. Indemnification:**

1. Except to the extent that Bank is liable under Section I. H (Liability) of this Agreement, Company hereby agrees to indemnify and hold Bank, its directors, officers, employees and agents harmless from all losses, claims, demands, liabilities, damages, charges, fees, penalties, judgments, costs and expenses (including attorney’s fees and costs) (each, a “Loss” and collectively, “Losses”) arising out of or in any way connected with the performance by Bank, its directors, officers, employees or agents of a Service.
2. To the extent permitted by law, Company further agrees to indemnify, defend, release and hold harmless Bank and its affiliates, directors, officers, agents and employees, individually and collectively, from and against any and all Losses resulting, directly or indirectly, from: (i) Bank providing a Service to Company; (ii) any breach by Company of the provisions of this Agreement or the Service Rules; (iii) any dispute between Company and any third party in connection with the use of a Service; (iv) any breach of Company’s representations for any transaction submitted by Company described in this Agreement; (v) Bank’s failure to act upon Company’s instructions regardless if the instructions were provided prior to the applicable cut-off time; (vi) Company’s failure to comply with any governing regulation or regulatory approval or performance obligations imposed under this Agreement; (vii) any statement made by Company that is or was not duly authorized by, and binding upon, Company; (viii) Company’s willful conduct of fraud, criminal activity or other wrongdoing; (ix) negligence of Company or any of Company’s representatives involving use of a Service; (x) the actions, omissions or commissions of Company or Company’s employees, consultants and/or agents relating to a Service; (xi) any transmission or instruction, whether or not authorized or made by Company, in connection with a Service that is acted upon by Bank in good faith; and (xii) any and all actions, suits, proceedings, claims, demands, judgments, costs and expenses (including attorney’s fees) incident to the foregoing. Nothing contained in this Agreement shall be deemed to relieve Bank of any duty that may be imposed by State or Federal laws, rules or regulations or operating rules.
3. Company acknowledges that this indemnification shall survive the termination of this Agreement.

**H. Liability:**

1. Bank shall be responsible only for performing the Services as expressly provided in this Agreement and the Enrollment Forms(s) in accordance with the terms and conditions herein and therein; provided, that Bank shall be liable only for its own gross negligence

or its own willful misconduct in performing those Services. Company further agrees to assign Bank no responsibility beyond the duty to exercise ordinary care, and Company agrees that Bank shall be conclusively deemed to have exercised ordinary care if Bank has followed the procedures stated herein and in the Enrollment Forms.

2. Bank shall not be liable at any time to Company or any other person or entity for Loss resulting from any failure, inability, or delay of the performance of Bank's responsibilities under this Agreement which is caused or occasioned (i) by scheduled system maintenance, or (ii) by any act or thing beyond Bank's reasonable control, including, without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure, electrical or computer failure, power outages, emergency conditions, or other catastrophe, or inability to obtain or delay in obtaining wire services or Internet access, or refusal or delay by a service provider or another bank or financial institution, mechanical or services failures such as interruptions in telecommunications, the unavailability of the Internet, equipment breakdowns or malfunctions, software errors, and conflicts between hardware or software protocols; acts related to human acts or omissions such as strikes, theft, vandalism, computer hacking, cyber-attacks, including, without limitation, Denial of Service (DoS), criminal actions, civil unrest, acts of terrorism, war, and acts of government; and acts of God, such as fire, flood, hurricanes, and natural disasters. In addition, Bank shall be excused from any failure or delay in executing a transaction hereunder if such execution would result in the violation of any applicable state or federal law, rule, regulation or guideline. To the fullest extent permitted by applicable law, Company agrees that Bank shall not have any liability whatsoever for any Loss caused by the act, error, or omission of Company or any other person, including, without limitation, any service provider, any Internet access service provider, any Federal Reserve Bank or transmission or communications facility or any intermediary or receiving financial institution, and no such person shall be deemed Bank's agent. Company understands and agrees that the fees charged for the performance of the Service have been established in contemplation of these limitations on liability.
3. Company agrees that any deposit account(s) Company may have at Bank may be subject to additional liability limitations that are described in the deposit account agreement for any such account(s).
4. Company shall promptly furnish proof of Loss related to the Services in written form to Bank and shall provide Bank all reasonable assistance in recovering a Loss. Company shall have no rights against Bank unless and until Company has fully exhausted all of its rights against all other persons involved in the Loss, including its officers, employees and agents. Company agrees to immediately notify Bank of any claim by Company, or any claim that is made to Company by a third party, where an act or omission by Bank in connection with the Services is alleged to have caused Company or such third party to sustain any Loss. Company agrees that Bank will have a reasonable period of time to investigate the facts and circumstances surrounding any claimed Loss and that Bank will have no obligation to provisionally credit Company's account(s). Upon payment, if any, by Bank to Company, Bank shall be subrogated to all rights of Company. In the event that Company recovers from any insurer or other third party for Loss, the third party shall have no subrogation rights against Bank. In the event of any damages for which Bank or Company may be liable to each other or to a third party pursuant to the Services provided under this

Agreement, Company and Bank will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

5. Company agrees that any claim, action, suit or proceeding against Bank for Losses resulting in any respect from its acts or omissions in its performance of the Service(s) hereunder must be brought within two (2) years from the date of Bank's alleged act or omission.
6. Company acknowledges that it is not possible for Services provided by Bank hereunder to be free of operator, program or equipment error, and that errors in processing and compiling account data may occasionally occur, requiring adjustments. As such, Company agrees to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, Bank's sole responsibility for reporting errors caused by it will be to reprocess information and reports for the applicable period in question and to submit corrected reports at its own expense to Company.
7. Further, and not in limitation of the foregoing, Company agrees that Bank will not be liable for any Loss arising out of the performance or non-performance of the Service in accordance with the terms of this Agreement, except that Bank shall be liable to the extent, and only to the extent, any such Loss arises from Bank's gross negligence or willful misconduct in Bank's performance or non-performance of the Service. Bank's duties and responsibilities to Company are strictly limited to those described in this Agreement and the Enrollment Forms, except with respect to any provisions of the law that cannot be varied or waived by agreement. **IN ANY EVENT, BANK'S MAXIMUM LIABILITY, IF ANY, IS THE LESSER OF COMPANY'S ACTUAL DAMAGES PROVED OR THE AMOUNT OF THE UNAUTHORIZED TRANSFER, REDUCED IN ALL CASES BY THE AMOUNT OF THE LOSS THAT COULD HAVE BEEN AVOIDED BY COMPANY'S USE OF ORDINARY CARE. IN NO EVENT SHALL BANK BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION, LOSS OF DATA, PROFIT OR GOODWILL OR THE COSTS OF PROCUREMENT OR SUBSTITUTE GOODS OR SERVICES), INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY DIRECT OR INDIRECT LOSS THAT COMPANY MAY INCUR OR SUFFER IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER (WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGE WAS KNOWN OR CONTEMPLATED BY BANK AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH COMPANY MAY ASSERT OR EVEN IF BANK HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES.** Any third party service provider is an independent contractor and not Bank's agent. **COMPANY ACKNOWLEDGES THAT NO EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE BY BANK WITH RESPECT TO ANY SERVICE HEREUNDER AND BANK HEREBY DISCLAIMS ALL SUCH WARRANTIES.**
8. The terms of this Section I. H (Liability) will survive termination of this Agreement.

**I. Company's Representations to Bank:** Company represents and warrants to Bank and agrees that (i) the execution, delivery and performance by Company under this Agreement are within Company's powers, have been duly authorized by all necessary action and do not contravene Company's organizational documents (if any) or any law or contractual restrictions; (ii) no authorization, approval or other act, and no notice to or filing with any governmental authority or regulatory body is required for the execution, delivery and performance by Company of this Agreement; (iii) this Agreement constitutes Company's legal, valid and binding obligation and that this Agreement is enforceable against Company in accordance with the terms of this Agreement; (iv) no information furnished by Company to Bank in connection with this Agreement is inaccurate, contains any material misstatement of fact, or omits any fact necessary to make such statements not misleading, as of the date it is dated, or if not dated, the date it is given to Bank; (v) Company has not been induced to enter into this Agreement by any representations or statements, oral or written that have not been expressly incorporated herein by reference; (vi) Company is solvent and in good standing with the State(s) of operation and organization; (vii) Company is not presently seeking protection under any bankruptcy laws; and (viii) Company and, to Company's best knowledge, Company's clients are engaged in reputable transactions related to the conducting of business operations and will not utilize Bank as a conduit for money laundering, check kiting or any other illicit and/or illegal purposes.

**J. Security Procedures:**

1. Company shall comply with the security procedures requirements described in this Agreement, the applicable Enrollment Form, the Standard Security Features and Security Features (as defined below), and any supplemental information and/or instructions provided by Bank (collectively, the "Security Procedures") with respect to any Services obtained under this Agreement, including, but not limited to, transfers, Entries or other payment order requests transmitted by Company to Bank.
2. Company acknowledges that the purpose of such Security Procedures is for verification of authenticity and not to detect an error in the transmission or content of any Service, transfer, Entry or other payment order request. Company is strictly responsible to establish and maintain procedures to safeguard against unauthorized use of Services, including, but not limited to, transfers, Entries and other payment order requests. Company represents and warrants that, in view of Company's requirements, the Security Procedures are a satisfactory method of verifying the authenticity of Customer's use of any Service or Customer's origination of any transfer, Entry or payment order request. Company acknowledges that no list of security practices can be all inclusive and foolproof for preventing theft. Company hereby acknowledges that it has sole responsibility for determining the level of security it requires and assessing the suitability of the Security Procedures for the Services provided by Bank. If Company believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, Company agrees to notify Bank immediately by telephone to the Treasury Management Operations Department: 888-658-7327 followed by written confirmation in each case using the contact information set forth in Section I. X (Electronic Notice) of this Agreement and, if requested by Bank, provide an affidavit signed by Company on a form acceptable to Bank. The occurrence of unauthorized access will not affect any transfers made in good faith by Bank prior to receipt of such notification and within a reasonable time period to prevent unauthorized transfers.

3. No Security Procedures for the detection of any such error has been agreed upon between Bank and Company and Bank is not obligated to detect errors even if Bank takes certain actions from time to time to detect them.
4. Company will be solely responsible for designating its employees who are approved to engage in all or certain Services on behalf of the Company (each an "Authorized User") and disclosing the identity of said Authorized Users, and all changes thereof, to Bank in accordance with the applicable Enrollment Forms. Except as stated within Section I. L (Duty to Investigate) of this Agreement, Bank will not be responsible for verifying the authenticity of any person claiming to be a representative of Company or the authenticity of any instruction, direction or information provided by any said person.
5. Bank may, at any time, and in its sole discretion, implement other security features. If Bank takes any actions beyond those described in the Security Procedures in an attempt to detect unauthorized transfers, Entries or other payment orders or to detect errors in the transmission or content of Company's transfer, Entry or payment order request, Company agrees that no matter how many times Bank takes these actions such actions will not become part of the Security Procedures and Bank will not be liable in any situation for failing to take or correctly perform these actions.
6. Company understands and agrees that Bank requires two Company authorized representatives to input and submit ACH and Wire transactions to Bank and to perform other Services as Bank may require from time to time (collectively referred to as "Dual Authorization"). Should Company not elect to set Dual Authorization controls, Company agrees that Bank offered a more stringent Security Procedure and Company declined that Security Procedure.
7. Company acknowledges and warrants that Bank has explained in detail Bank's Security Procedures requirements and Company understands such requirements.
8. If Company declines any of the Security Procedures, Company agrees to provide Bank with a written statement that it is declining a particular Security Procedure, and agrees to be bound by any transfer request that is issued in Company's name as sender, whether authorized or not and accepted by Bank at Company's instruction to waive one or more of Bank's Security Procedures. **Without limiting the foregoing, Company agrees that the Bank's Positive Pay Service, Reverse Positive Pay Service, ACH Positive Pay Service and the ability of Company to elect or require dual controls in connection with certain of the Services (collectively "Fraud Prevention Services") are commercially reasonable security procedures designed to prevent loss in connection with unauthorized, fraudulent, forged or altered checks, ACH entries or other items presented for processing through Company's account(s). Company further acknowledges that its failure to accept any Fraud Prevention Service, or if it accepts any Fraud Prevention Service, its failure to consistently use it, may result in losses that could have been prevented if the Fraud Prevention Service had been used in the manner set forth herein. Company understands and agrees that if it fails to elect any Fraud Prevention Service, or the Service is elected, if Company fails to use the Fraud Prevention Service to verify all transactions processed through Company's Account(s), Company will be responsible for any losses resulting from unauthorized, fraudulent, forged or otherwise altered**

**checks, ACH entries or similar items drawn on its Account(s). Company further agrees to hold harmless and to indemnify the Bank, its management, employees and directors for any and all losses resulting from transactions that could have been prevented had Company used the Bank's Fraud Prevention Services. To the extent permissible under applicable law, this Section and the related terms of this Agreement applicable to the Fraud Prevention Services are intended to alter liability that the Bank may have for such losses under the Uniform Commercial Code or other applicable laws or regulations.**

9. Bank employs the following Internet security controls ("Standard Security Features"):
  - i. SSL connections
  - ii. Enhanced passwords
  - iii. Multi-factor authentication
  - iv. Enhanced user access controls
  - v. Out of band authentication for some transactions
  - vi. Secure access codes for one-time passcodes
  - vii. Anomaly detection systems
  - viii. Trusted IP Address option for specific transactions
10. Each time Company uses the Bank's internet banking product alone or in conjunction with any Services under this Agreement, Company represents and warrants that, in view of Company's requirements, the Standard Security Features either alone or in combination with one or more of the optional security Feature (collectively, the "Security Features"), are a satisfactory method of verifying the authenticity of any Entry, transfer or other payment order. Company agrees that Bank may act on any Entry, transfer or other payment order after Bank has verified its authenticity through use of the Security Features.
11. Company acknowledges and agrees that the Security Procedures described above and otherwise described in this Agreement, including the Standard Security Features and Security Features, are commercially reasonable.
12. Company acknowledges that failure to accept or use any of Bank's Security Procedures may result in losses that could have been prevented if any Service(s) had been used in the manner set forth herein. In addition, if Company fails to accept or use Security Procedures to verify all transactions drawn on Company's account, Company will be responsible for any losses resulting from fraudulent, unauthorized or other ACH debits or credits processed through Company's account(s). In addition to and without limiting Company's other indemnification obligations under this Agreement, Company further agrees to hold harmless and to indemnify Bank, Bank's management, employees and directors for any and all losses resulting from transactions that could have been prevented had Company used Bank's Security Procedures. To the extent permissible under applicable law, this section is intended to alter liability that Bank may have for such losses under the Uniform Commercial Code or other applicable laws or regulations. In addition, Bank may require Company to execute additional documentation or agreements to provide evidence of Company's knowing waiver of such Security Procedures.

**K. Security Codes:**

1. All Authorized Users shall be assigned a unique access ID and passcode for initiating transfers, Entries and other payment orders. These numbers and codes are strictly confidential. Company shall maintain the highest level of security and shall disclose the numbers and codes to only the Authorized Users who will use such numbers and codes. If Company believes that these numbers or codes have been compromised or become known to an unauthorized person (whether or not employed by Company), Company shall contact Bank immediately by telephone to the Treasury Management Operations Department: 888-658-7327 with written notification to follow. At such time Bank will issue new numbers to Company. Bank reserves the right to change these numbers upon notice to Company.
2. Bank assumes no responsibility to discover, audit or report to Company any possible breach of security by Company's Authorized Users for unauthorized disclosure or use of such numbers and codes. Company shall be responsible for any Loss resulting from Bank's actions in accordance with instructions provided to Bank from unauthorized persons when accompanied by the appropriate online banking access ID and passcode, PIN and/or other access credential assigned to Company or any of Company's Authorized Users, including without limitation instructions received by way of any voice instructions delivered by email or tele-facsimile.
3. In furtherance and not in limitation of the foregoing, Bank is expressly authorized to rely on voice instructions received via email or tele-facsimile.
4. Company agrees to: (A) safeguard the confidentiality of all passwords; (B) limit access to its passwords to persons who need to know such information; (C) closely and regularly monitor the activities of anyone who may access any Services; (D) prohibit officers, employees, agents or other users from initiating Services without proper supervision and adequate controls; and (E) eliminate the access credentials of, and prevent further access by, any officer, employee, agent or other user that Company deems no longer authorized to use any Service(s).

**L. No Duty to Investigate:** Company agrees that Bank has no duty to investigate the authenticity of any application, instruction, or other communication Company provides Bank using a Service. Company further agrees that Bank has no liability to Company for acting upon any application, amendment or other communication purportedly transmitted by Company, even if such application, amendment or message:

- Contains inaccurate or erroneous information;
- Constitutes unauthorized or fraudulent use of a Service;
- Includes instructions to pay money or otherwise debit or credit any account; or
- Relates to the disposition of any money, securities, or documents.

If a payment order, Entry or other transfer request (or request for cancellation or amendment of a prior request) received by Bank was transmitted or authorized by Company, Company shall pay



Bank the amount of the payment order, Entry or other transfer request, whether or not Bank complied with the Security Procedures referred to in this Agreement or the applicable Setup Form with respect to that payment order, Entry or other transfer request and whether or not that payment order, Entry or other transfer request was erroneous in any respect or that error would have been detected if Bank had complied with such procedures. Bank is authorized, but not obliged, to rely upon and act in accordance with any application, instruction, consent, or other communication by fax or other electronic transmission (including without limitation any transmission by use of Bank's software or the Internet) received by Bank purporting to be a communication on Company's behalf without inquiry on Bank's part as to the source of the transmission or the identity of the person purporting to send such communication.

**M. Company's Internal Security Controls:**

1. With regard to obtaining any Services under this Agreement, Company must comply with the computer hardware, software, and Security Procedure requirements as set forth in this Agreement and as set forth in any Service-specific Schedule or any supplemental information and/or instructions provided by Bank. Bank reserves the right as encryption technology develops to impose further reasonable requirements to maintain the appropriate level of security for the Services and transactions contemplated hereunder and Company agrees to abide by such requirements. Company understands, acknowledges and agrees that installation, maintenance and operation of Company's computer (hardware and software) and related internal company security controls, including, but not limited to, data security protection, firewalls and anti-virus software, is Company's sole responsibility, and that Company is solely responsible for securing, encrypting, protecting and otherwise safeguarding Company-owned and Company-stored data. Company agrees to establish prudent security standards and policies that include proper safeguards to protect the confidentiality of all Security Codes and Security Procedures that are selected by Company for using the Services. Furthermore, Company understands and acknowledges that if Company does not follow commercially reasonable hardware, software, physical access and physical storage security procedures regarding any Company-owned data, including such data containing the sensitive personally identifiable information ("PII") of any individual, the security of Company's transactions and/or Company-owned data (including sensitive PII) may be compromised.
2. Company acknowledges and agrees that the threat of fraud resulting from theft of electronic data is a serious potential threat to Company's business and, accordingly, Company will take all reasonable steps to make certain that its computers and data security systems are protected from unauthorized access or use, and in an event of any unauthorized access or use, Company will take all reasonable steps to immediately inform Bank of any such data security breach. COMPANY UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT BANK IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGES RESULTING FROM ANY ERRORS OR FAILURES OF COMPANY'S COMPUTER OR DATA PROCESSING SYSTEMS, INCLUDING, BUT NOT LIMITED TO ANY COMPUTER VIRUS OR MALWARE ATTACK (SUCH AS A KEYSTROKE LOGGING PROGRAM OR SIMILAR MALWARE), ANY ATTACK BY A PERSON ATTEMPTING OR ACTUALLY GAINING UNAUTHORIZED ACCESS TO COMPANY-OWNED DATA, OR ANY INTERNET-RELATED PROBLEMS THAT MAY BE ASSOCIATED WITH COMPANY'S ACCESS AND USE OF THE SERVICES. If, despite Company efforts, Company suffers any damage or loss as a result of Company's failure to comply with its data security

obligations, and regardless of whether such damage or loss results from the activities of Company's employees, agents, subcontractors or any unaffiliated third party, any such loss or damage shall be the sole responsibility of Company.

**N. Use of Third-Party Providers; Third-Party Services and Third-Party Networks:**

1. For purposes of this Agreement, the term "Third-Party Services" means any product or service which may be offered or provided by a third-party service provider that is not affiliated with Bank. For purposes of this Agreement, the term "Third-Party Provider" means a provider that is not affiliated with Steller Bank which offers a Third-Party Service.
2. For your convenience, Bank may from time to time facilitate Company's access to or use of Third-Party Services which are offered by Third-Party Providers. For example, Bank may provide Company with the ability to access certain Third-Party Services through the Bank's website, online treasury management system or through the Online Banking Service. In addition, Bank may utilize one or more Third-Party Providers in order to provide a Service pursuant to this Agreement.

Company acknowledges that any such Third-Party Services are not offered or provided by the Bank. Accordingly, Company's use of any Third-Party Service may require approval by the applicable Third-Party Provider, and Company may be required to enter into a separate agreement with the Third-Party Provider. The Bank is not a party to that separate agreement. By using any Third-Party Service, Company agrees to comply with any separate agreement that Company enters with the Third-Party Provider, including with respect to any fees which may be charged by such Third-Party Provider. Company further agrees that the Bank is not responsible for any aspect of the provision of such Third-Party Service, and that all of Company's rights and remedies relating to any issue, error or claim relating to Company's use of the Third-Party Service will be solely against the applicable Third-Party Provider, and not against the Bank. In no event will be the Bank be responsible for, and Company hereby agrees to indemnify, defend, release and hold harmless Bank and its affiliates, directors, officers, agents and employees, individually and collectively, from and against any and all losses, claims or expenses resulting, directly or indirectly, from your use of any Third-Party Service.

3. Bank's ability to provide certain Services depends on its ability to obtain or provide access to third party networks. In the event Bank determines, in its sole discretion, that it is unable to obtain or provide third party network access, Bank may discontinue the related Service or may provide the Service(s) through an alternate third-party network, and Bank shall have no liability for the unavailability of such access.
4. If not engaged through the Bank, Company shall notify Bank of the name of any Third-Party Provider whom Company hires, employs, or to whom Company delegates duties or responsibilities under this Agreement, before that Third-Party Provider initiates any transaction or performs an obligation authorized or required under this Agreement. Company agrees that Company shall be solely responsible for all acts of any such Third-Party Providers. Company shall provide information including security systems employed by such Third-Party Provider and financial information that Bank may, in its sole discretion, require from time to time regarding any Third-Party Provider that Company

hires, employs, or retains in any manner, to initiate transactions or assume any of Company's duties under this Agreement. Company understands and agrees that because of the risks involved in certain of the Services that Company may utilize, Bank may refuse, in its sole discretion, to provide such Services to Company if any Third-Party Provider retained by Company does not meet Bank's qualification criteria.

5. Company agrees that Company shall not allow any third party to use the Services or to process any third party's transactions through Company or Company's accounts without Bank's prior written consent.

**O. Secure File Transfer Protocol Site (SFTP).** Bank may make available, either directly or indirectly through a Third-Party Provider, a Secure File Transfer Protocol ("SFTP") site as a service to its approved customers and authorized Third-Party Providers. Use of the SFTP site is strictly limited to clients of Bank and authorized Third-Party Providers for use during the normal course of business. If approved for use of the Bank's SFTP site, Company is responsible for any and all content and processes used for uploading information to the site, as well as for the proper management and safekeeping of all information received through the site. Company agrees that it will only use this site for business and commercial purposes on behalf of the Company. Company further agrees that it will not transfer any files using or to the site containing inappropriate content, material that violates or infringes in any manner on the intellectual or proprietary rights of others, and any software virus, "Trojan Horse" program, "worm" or other harmful or damaging software or software component. Company agrees that access to its designated storage folder(s) on the site will be limited to Authorized Users and may require the use of security procedures of the type contemplated by this Agreement. Company agrees to notify the Bank promptly in the event Company no longer requires access to the SFTP site. **BANK DISCLAIMS ANY AND ALL LIABILITY, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES, WHETHER ORAL OR WRITTEN, FOR COMPANY'S USE OF THE SFTP SERVICES. THE COMPANY ACKNOWLEDGES THAT NO REPRESENTATION HAS BEEN MADE BY BANK AS TO THE FITNESS OF THE SFTP SITE AND SERVICES FOR THE COMPANY'S INTENDED PURPOSE. COMPANY WILL USE THE SFTP SITE AND SERVICES AT ITS OWN RISK. BANK DOES NOT WARRANT THAT THE SFTP SITE AND SERVICES WILL PROVIDE CONTINUOUS, PROMPT, SECURE OR ERROR-FREE SERVICE. BANK ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY AFFECT, COMPANY'S SOFTWARE, FILES, COMPUTER EQUIPMENT OR OTHER PROPERTY ARISING FROM COMPANY'S USE OF THE SFTP SITE AND SERVICES.**

**P. Provisional Credit:** Bank shall not be precluded from granting credit to Company in connection with a Service, but neither this Agreement nor any Enrollment Form shall be so interpreted as to require it to grant credit to Company, whether by permitting overdrafts to occur or otherwise. Bank may, at its option and without notice to Company, refuse to honor any orders for the payment, transfer or withdrawal of any funds if such order would create an overdraft, notwithstanding the fact that Bank may have previously allowed an overdraft or established a pattern of allowing any such overdrafts.

**Q. Proprietary Property.** Company acknowledges and agrees that all trademarks, trade names, service marks, copyrights, programs, specifications, software, systems designs, applications, routines, techniques, enhancements, software codes, security devices, Security Procedures documentation, manuals, ideas and formulas (collectively, referred to herein as the "Bank Proprietary Property") utilized or developed and provided by Bank in connection with this

Agreement and the Services provided hereunder, whether online via Bank's web site or otherwise, are proprietary property of Bank having great commercial value to Bank. Company shall have no ownership interest in Bank Proprietary Property or other rights related thereto, and Company agrees to keep Bank Proprietary Property confidential at all times. Company may use Bank Proprietary Property only for the purposes for which it was provided by Bank and shall notify Bank immediately of any breach of this section of which it becomes aware. Unless agreed to the contrary between the parties at the time the use of the software is contracted for, upon termination of this Agreement, Company agrees to immediately cease using any Bank Proprietary Property relating to the Services affected by such termination. Additionally, and unless contrary to prior agreement regarding the software, Company agrees to erase any software comprising Bank Proprietary Property and relating to the Service terminated to the extent such software is stored in Company's computers, and at the request of Bank, to return all copies of all items relating to Bank Proprietary Property which are in the possession of Company. Alternatively, and at Bank's option, Company will destroy all copies of all items relating to Bank Proprietary Property which are in the possession of Company and, upon request from Bank, provide written certification to Bank that such destructions have occurred.

- R. Disputes.** In the event of any disagreement hereunder, or if conflicting demands or notices are made upon Bank relating to this Agreement or any item or amount received by Bank hereunder, Bank may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder with regard to the subject matter of the dispute, so long as such dispute continues; and in any such event, Bank shall not be or become liable to any person, including without limitation, Company, for its failure or refusal to act, and Bank shall be entitled to continue to refrain from acting until (a) the rights of all parties shall have been fully and finally adjudicated by a court of competent jurisdiction, or (b) all differences shall have been adjusted and all doubt resolved by agreement among all of the interested persons. The rights of Bank under this paragraph are cumulative of all other rights which it may have by law or otherwise.
- S. Confidentiality.** Company agrees that all information concerning Bank and its affiliates which comes into Company's possession in connection with the Services and/or the performance of this Agreement including, but not limited to, software licensed to Company by Bank, user guides, and Security Procedures including security access codes, keys, personal identification numbers or template numbers, will be maintained as confidential and shall not be used or divulged to any other party except as may be appropriate to enable Bank to provide the Service or as required by applicable law. Company agrees that Bank may share any information concerning Company's accounts and account transactions with any of Bank's state or federal regulators and to the extent Bank determines necessary.
- T. Records.** This Agreement will not relieve Company of any obligation imposed by law, contract, or otherwise regarding the maintenance of records or from employing adequate audit, accounting and review practices. Company shall retain and provide to Bank upon request all information necessary to remake or reconstruct any deposit, transmission file, or entry for at least ten (10) Business Days following receipt by Bank of the deposit, transmission file, entry, or other order affecting any of Company's account(s); provided, however, that Bank's records, kept in the ordinary course of business, will be presumed to accurately reflect the contents of Company's instructions to Bank and, in the absence of manifest error, will be binding and conclusive. A "Business Day" is any day on which a majority of Bank's offices are open to the public for

conducting substantially all business functions; provided, however, that Saturdays, Sundays and federal holidays are not Business Days even if a majority of the Bank's offices are open.

**U. Oral Instructions.** At Bank's option, Bank may honor Company's oral instructions regarding Services. Company agrees that Bank may in good faith rely on any such oral instructions, which purport to come from Company or Company's agent without independent verification by Bank unless the Security Procedures require otherwise.

**V. Notices and Instructions:** Except as provided below, all notices and other communications in connection with respect to this Agreement to a party hereto shall be in writing and shall be deemed to have been duly given when delivered by hand or when deposited in the United States mail to such party at its address set forth below:

**If to Bank:** Stellar Bank  
4749 Twin City Highway  
Suite 210  
Port Arthur, Texas 77642  
Attention: Treasury Management Operations

**If to Company:** The Company's address of record on file with the Bank for its commercial checking account(s).

Bank shall be entitled to rely on any written notice or other written, electronic or telephone communication believed by it in good faith to be genuine and to have been initiated by Company's authorized representative. Any such communication will be deemed to have been authorized by Company. The parties agree that Bank's records of telephonic or electronic instructions shall be conclusive evidence of the actual notice or instructions given by Company and recorded by Bank.

**W. Recordings:** Company consents to Bank's recording and monitoring of any telephone conversations and online transmissions or communications including, but not limited to, any Service(s) or requests or instructions. Bank, however, has no duty to record or monitor such telephone conversations or online transmissions and communications, and the election to record and/or monitor is totally within Bank's discretion.

**X. Electronic Notice:** If Company has enrolled for online banking, Company acknowledges and agrees that, to the extent permitted by applicable law, Bank shall have the right to deliver all notices, disclosures, amendments or other communications required hereunder to Company by electronic mail ("e-mail") at Company's e-mail address as provided to Bank, or by a posting on Bank's web site at [www.stellar.bank](http://www.stellar.bank) ("Website"). To the extent permitted by applicable law, Company agrees that each such communication will be binding and enforceable to the same extent as if it were delivered to Company in writing by regular mail, branch posting, or in person.

**Y. Governing Law; Venue:** This Agreement and performance hereunder shall be governed by the laws of the state of Texas. The exclusive venue for any action commenced by Company or Bank pursuant to, or arising out of, this Agreement or any Enrollment Form shall be limited to the state or federal courts located in Harris County, Texas, and Company and Bank hereby irrevocably submit to such jurisdiction.

- Z. Certain United States Laws:** Company agrees that Company will not initiate transactions that violate the laws of the United States. These laws include, but are not limited to, sanction laws administered by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury and the Bureau of Industry and Security (BIS) of the U.S. Department of Commerce. Company agrees that it is Company's responsibility to obtain information regarding such OFAC enforced sanctions and BIS restrictions. (This information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC or from the OFAC's home page site at <http://www.ustreas.gov/ofac>).
- AA. Unlawful Internet Gambling:** Company is prohibited from processing any restricted transaction (as defined in Regulation GG promulgated by the Board of Governors of the Federal Reserve System), through any account that is related, directly or indirectly, to unlawful internet gambling.
- BB. Entire Agreement:** This Agreement, any Enrollment Form and any agreement specifically incorporated by reference herein or therein shall constitute the entire agreement between the parties, supersede any and all prior oral or written representations, conditions, warranties, understandings, proposals or agreements between the parties regarding the Services to be provided hereunder, and there are no unwritten oral agreements between the parties. No statements of any of Bank's employees or officers may amend, vary or supplement the terms or conditions of this Agreement or any Enrollment Form.
- CC. Construction:** Headings are provided for convenience of reference and do not constitute a part of this Agreement. Unless it would be inconsistent to do so, words and phrases used in this Agreement and any Enrollment Form should be construed so the singular includes the plural and the plural includes the singular.
- DD. Changes.** From time to time, you may change (a) accounts from which funds transfers may be made; (b) Authorized Users and conditions stated on the applicable Enrollment Form; (c) the instructions for repetitive transfers; and (d) other information. However, you agree that we may rely on the information previously supplied by you until we receive written notice of any change on forms prescribed by us and signed by an authorized individual(s); provided that such changes, additions and deletions will only become effective at such time as we acknowledge receipt of written notice thereof. The terms and conditions stated herein may be changed by us from time to time. Such changes shall become effective upon your receipt thereof, or as otherwise stated in our notice to you.
- EE. Modifications:** Company agrees that Bank may modify this Agreement at any time. Bank will comply with any notice requirement under applicable law affecting such change. To the extent permitted by applicable law, Bank may amend any term of this Agreement, including without limitation any Enrollment Form, without prior notice or obligation to Company (i) if a service provider changes any term without providing Bank sufficient prior notice to enable Bank to timely notify Company; (ii) for security reasons; (iii) to comply with applicable law; or (iv) as otherwise expressly provided in this Agreement. Company's use of the Service(s) following the effective date of any amendment(s) shall constitute Company's acceptance of and agreement to the amendment(s). If Company does not agree to the changes as set forth in an amendment, Company may choose to terminate the Service(s) affected by the amendment prior to the effective date of the amendment by discontinuing further use of the Service(s) and following the procedures set forth in Section I. E (Term and Termination) of this Agreement. Unless otherwise

provided for herein, this Agreement may not be amended or modified except as promulgated by Bank or unless agreed to in writing by Bank.

**FF. Waiver:** No waiver of any right by a party on one occasion shall be deemed a waiver of the same or any other right on a subsequent occasion. No waiver shall be deemed a continuing waiver unless expressly so stated in writing.

**GG. Assignment:** Bank may assign its interest in this Agreement without the consent of Company. Company may not assign all or any part of Company's rights or obligations under this Agreement without Bank's prior express written consent, which may be withheld in Bank's sole discretion. This Agreement will be binding on and inure to the benefit of the successors and permitted assigns of either party.

**HH. No Third Party Beneficiaries:** This Agreement is for the benefit of Company and Bank and is not intended to grant, and shall not be construed as granting, any rights to or otherwise benefiting any other person, except as expressly otherwise provided for in this Agreement.

**II. Severability:** Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other provision on this Agreement.

**JJ. JURY WAIVER. COMPANY AND BANK HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

## **II. SERVICE RULES**

### **A. Online Banking.**

1. Service. The Online Banking Service allows you to access your accounts and a number of Services over the Internet through the Bank's Online Banking portal.
2. Administrator. At Company's written request, the Bank will provide Company with an Administrative User Name and Password for use in connection with the Online Banking Service. Company may appoint an individual ("Administrator") with the authority to: (1) determine who will be authorized to use the Online Banking Service and other Services; (2) establish separate passwords for each user; and (3) establish limits on each user's authority to access information and conduct transactions. Company is responsible for the actions of its Administrator, the authority the Administrator gives others to act on its behalf, and the actions of the persons designated by the Administrator to use the Online Banking Service and any other Services.

### **B. Automated Clearing House ("ACH")**

1. Definitions. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term "Entry" shall have the meaning provided in the Rules and shall also mean the data received from Company hereunder from which Bank initiates each Entry.

2. Rules. For each ACH transaction, Company agrees that the transaction is subject to the Rules and any local ACH operating rules then in effect, except as otherwise modified by this Agreement. Company is solely responsible for obtaining current copies of the Rules and obtaining on-line access and updates to the Rules. As stated in the Rules, it is the right of the bank to terminate or suspend this agreement for breach of the Rules within 10 Banking Days.
3. Transmittal of Entries by Company. Company shall transmit credit and debit Entries to Bank to the location(s) and in compliance with the formatting and other requirements set forth in the applicable Enrollment Form. Company agrees that its ability to originate Entries under this Agreement is subject to limits on amount and types of Entries in accordance with the Rules and as set forth in the applicable Enrollment Form.
4. Pre-notifications. Company may originate a pre-notification at any time. If Company chooses to transmit pre-notification Entries, however, it may not initiate live dollar entries until at least three (3) banking days following the Settlement Date of the pre-notification. Such notice shall be provided to the Bank in the format and on the medium provided in the Rules and the Enrollment Form. Should the Company receive notice that any such pre-notification has been rejected by a RDFI, or that a RDFI will not receive Entries without having first received a copy of the written authorization signed by its customer (the "Receiver"), the Company will initiate no further Entries to the Receiver until such time as the Company provides the RDFI with such authorization. At such time, the Company may initiate Entries, within the time limits provided in the Rules.
5. Processing, Transmittal and Settlement by Bank.
  - i. Except as provided in Section II. B. 6 (On Us Entries) and Section II. B. 7 (Rejection of Entries) of this Agreement, Bank shall (a) process Entries received from Company to conform with the file specifications set forth in the Rules, (b) transmit such Entries as an Originating Depository Financial Institution to the ACH Operator, and (c) settle for such Entries as provided in the Rules.
  - ii. Bank shall transmit such Entries to the ACH Operator by the deadline of the ACH Operator set forth in the applicable Product Guidelines, provided (a) such Entries are received by Bank's related cut-off time set forth on the applicable Product Guidelines on a Business day, and (b) the ACH Operator is open for business on such Business Day. For purposes of this Agreement, Entries shall be deemed received by Bank, in the case of electronic transmission, when the transmission (and compliance with any related Security Procedures provided for herein) is completed as provided in the applicable Enrollment Form. If any of the requirements of clause (a) or (b) in this subsection are not met, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline of the ACH Operator following that specified in the applicable Product Guidelines. Notwithstanding the foregoing, same day processing of ACH transaction



Entries is subject to transactional amount limits set forth in the ACH agreement with the Bank which may be amended from time to time.

6. On-Us Entries. Except as provided in Section II. B. 7 (Rejection of Entries) of this Agreement, in the case of an Entry received for credit or debit to an account maintained with Bank (an "On-Us Entry"), Bank shall credit or debit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clauses (a) and (b) of Section II. B. 5 above are met. If either of those requirements is not met, Bank shall use reasonable efforts to credit or debit the Receiver's account in the amount of such Entry no later than the next Business Day following such Effective Entry Date.
7. Rejection of Entries. Bank may reject any Entry which does not comply with the requirements of Section II. B. 3 (Transmittal of Entries By Company) of this Agreement, or the Security Procedures. Bank may reject an On-Us Entry for any reason for which an Entry may be returned under the Rules. Bank may reject any Entry if Company has failed to comply with its account balance obligations. Bank shall notify Company by phone and/or electronic transmission of such rejection no later than the Business Day such Entry would otherwise have been transmitted by Bank to the ACH Operator or, in the case of an On-Us entry, its Effective Entry Date. Notices of rejection shall be effective when given. Bank shall have no liability to Company by reason of rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.
8. Cancellation or Amendment By Company. Company shall have no right to cancel or amend any Entry after its receipt by Bank. However, if such request complies with the Security Procedures described in this Agreement for the cancellation of Data, Bank shall use reasonable efforts to act on a request by Company for cancellation of an Entry prior to transmitting it to the ACH Operator, or in the case of an On-Us Entry, prior to crediting (or debiting) a receiver's account, but shall have no liability if such cancellation is not affected. Company shall reimburse Bank for any expenses, losses, or damages Bank may incur in effecting or attempting to effect the cancellation or amendment of an Entry. Company agrees to indemnify Bank in connection with any reversal or deletion request as provided by Article 4A of the Uniform Commercial Code "UCC 4A".
9. Notice of Returned Entries and Notifications of Change.
  - i. Bank shall notify Company by electronic transmission or phone (if unable to notify by electronic transmission) of the receipt of a returned entry from the ACH Operator no later than one Business Day after the Business Day of such receipt. Except for an Entry retransmitted by Company in accordance with the requirements of Section II. B. 3 (Transmittal of Entries By Company) of this Agreement, Bank shall have no obligation to retransmit a returned Entry to the ACH Operator if Bank complied with the terms of this Agreement with respect to the original Entry.

- ii. Bank shall provide Company all information, as required by the NACHA Operating Rules, with respect to each Notification of Change (NOC) Entry or Corrected Notification of Change (Corrected NOC) Entry received by Bank relating to Entries transmitted by Company. Bank must provide such information to Company within two Business Days of the Settlement Date of each NOC or Corrected NOC Entry. Company shall ensure that changes requested by the NOC or Corrected NOC are made within three (3) Business Days of Company's receipt of the NOC information from Bank or prior to initiating another Entry to the Receiver's account, whichever is later.

10. Payment by Company for Entries; Payment by ODFI for Entries.

- i. Company shall pay Bank the amount of each credit Entry transmitted by Bank pursuant to this Agreement at such time on the Settlement Date with respect to such credit Entry as Bank, in its discretion, may determine.
- ii. Company shall promptly pay Bank the amount of each debit Entry returned by an RDFI that was transmitted by Bank pursuant to this Agreement.
- iii. Bank shall pay Company the amount of each debit Entry transmitted by Bank pursuant to the Agreement at such time on the Settlement Date with respect to such debit Entry as Bank, in its discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Entry Date with respect to such Entry as Bank, in its discretion, may determine.
- iv. Bank shall promptly pay Company the amount of each credit Entry returned by an RDFI that was transmitted by Bank pursuant to the Agreement.

11. Company Representations And Agreements. With respect to each and every Entry transmitted by Company, Company represents and warrants to Bank and agrees that (a) each person shown as the Receiver on an Entry received by Bank from Company has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the effective date shown on such Entry; (b) such authorization is operative at the time of transmittal or crediting or debiting by Bank as provided herein; (c) Entries transmitted to Bank by Company are limited to those types of credit and debit Entries set forth in Section II. B. 3 (Transmittal of Entries By Company) of this Agreement; (d) Company shall perform its obligations under this Agreement in accordance with all applicable laws, regulations and orders, including, but not limited to, the sanctions laws, regulations, and orders administered by OFAC, laws, regulations, and orders administered by FinCEN; and any state laws, regulations, or orders applicable to the providers of ACH payment Services; (e) Company shall be bound by and comply with the Rules, except as modified by this Agreement, (f) Company shall be bound by and comply with the provision of the Rules (among other provisions of the Rules) making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such entry; and (g) Company agrees to designate a person in the Company to monitor Rule changes and Company agrees not to look to Bank for any such Rule changes. Company specifically acknowledges that it has received notice of the rule regarding provisional payment

and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have paid the Receiver the amount of the entry. Company shall indemnify Bank against any Losses resulting from or arising out of any breach of any of the foregoing warranties, representations, or agreements. Any expenses incurred by Bank resulting from violations of the Rules by Company shall be paid by Company. The Bank has the right to audit the Company for compliance with this Agreement and the Rules at any time.

12. Subject to Section I. H (Liability) of this Agreement, Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. At Bank's option, payment of such interest may be made by crediting the Account.
13. Inconsistency of Name and Account Number. Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Bank to the RDFI may be made by the RDFI (or by Bank in the case of an On-Us Entry) on the basis of the account number supplied by Company, even if it identifies a person different from the named Receiver, and that Company's obligation to pay the amount of the Entry to Bank is not excused in such circumstances.
14. Data Retention. Company specifically agrees to be bound by and comply with all applicable provisions of the Rules regarding the retention of documents or any record, including, without limitation, Company's responsibilities to retain all items, source documents, and records or authorization in accordance with the Rules.
15. Records. All Entries, security procedures and related records used by Bank for transactions contemplated by this Agreement shall be and remain Bank's property. Bank may, at its sole discretion, make available such information upon Company's request. Any expenses incurred by Bank in making such information available to Company shall be paid by Company.
16. Evidence of Authorization; Required Disclosures. Company shall obtain all consents and authorizations required under the Rules and applicable laws and shall retain such consents and authorizations for two years after they expire. Company shall provide all notices and other disclosures required by the Rules and applicable laws and shall retain copies of such notices and disclosures for such period of time as required by the Rules and applicable laws.
17. UCC 4A Disclosure.
  - i. *Provisional Payment:* Credit given by Bank to Company with respect to an ACH credit entry is provisional until Bank receives final settlement for such entry through a Federal Reserve Bank. If Bank does not receive such final settlement, Company is hereby notified and agrees that Bank is entitled to a refund of the amount credited to Company in connection with such entry, and the party making payment to Company via such entry (i.e. the originator

of the entry) shall not be deemed to have paid Company in the amount of such entry.

- ii. *Notice Of Receipt Of Entry:* Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, Bank is not required to give next day notice to Company of receipt of an ACH item and Bank will not do so. However, Bank will continue to notify Company of the receipt of payments in the periodic statement Bank provides to Company.
- iii. *Choice Of Law:* Bank may accept on Company's behalf payments to Company's account which have been transmitted through one or more Automated Clearing Houses and which are not subject to the Electronic Fund Transfer Act and Company's rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Texas, unless it has otherwise specified in a separate agreement that the law of some other state shall govern.

### **C. ACH Protection**

- 1. Service. The ACH Blocking Service is a service Bank provides that blocks ACH debit and/or credit transactions Bank receives for the purpose of preventing unauthorized ACH transactions from posting to Company's account(s). ACH Debits to be blocked include checks converted to an ACH Debit or previously approved automatic debits.
- 2. Options to Select:
  - i. *Block All Debits Or Credits.* Company may subscribe to the Service by authorizing Bank to block all ACH debits and/or credits from posting to Company's account(s). If Company selects this manner of the Service, Bank will automatically return any ACH debit(s) and/or credit(s) presented on Company's account(s).
  - ii. *ACH Positive Pay.*
    - 1. Debit or Credit Exceptions. Company may authorize us to allow specific ACH debits or credits as exceptions to the block. The ACH debit(s) and/or credit(s) listed as exceptions will be posted to Company's account(s).
    - 2. Procedures.
      - a. Exception Reporting. At or before 8:00 AM Central Time of each Business Day, for each deposit account for which Company has requested the ACH Positive Pay Service, Bank will make available to Company, exception items (the "Exception Report") for the prior Business Day for each deposit account for which Company requested ACH Positive Pay Service. The Exception Report will list all ACH Debit

and/or Credit Transactions not authorized for payment by Company posted to the applicable Deposit Account.

- b. Payment Authorization for Exception Report Items. In the event Company wants to authorize payment of any item on the Exception Report, Company must notify Bank of its intent to authorize such payment on or before the applicable cutoff time of the Business Day that Company received such Exception Report. Such notification must be made by Company or an authorized agent, to Bank on Bank's internet banking product. Items not decisioned by Company will be marked "STOP PAYMENT" and returned. Company acknowledges and agrees that Bank does not check items on the Exception Report(s) against previously cleared items.

- 3. Payment of Exception Report Items. For each deposit account for which Company requests the ACH Positive Pay Service hereunder, Bank will only pay items presented for payment against such deposit account in accordance with the terms of this Agreement. Unless otherwise required by applicable law, Bank is not liable to Company or any third party for the payment or rejection of items consistent with the terms of this Agreement, or for the erroneous payment or rejection of an item due to an encoding error or posting error.

- 4. Posting. Transactions related to this Service will be posted to the applicable deposit account. Bank may change any cutoff deadline at any time by giving notice, as required by law, of the change to Company.

3. Other Conditions.

- i. You are solely responsible for the timeliness, accuracy, and completeness of any instruction and information provided by Company or Company's employees in connection with the Service.
- ii. Company is solely responsible for any return fees, late charges, or other third party fees that may be associated with or assessed in conjunction with the automated return by Bank of ACH Debits.

**D. Internet Wire Transfer (Domestic and/or International)**

1. Security Codes:

- i. All Authorized Users shall be assigned a unique access ID and passcode for initiating wire transfers through the Internet banking system.
- ii. Additional security required by the Bank (e.g., via a secure access code or secure token, etc.).

## 2. Transfer Requests:

i. *Initiating Wire Transfers.* Your Authorized Users may direct us to initiate wire transfers to an account at another Bank in accordance with the terms and conditions stated herein. Wire transfer requests will be accepted during the normal business hours of the Wire Transfer Department. Business hours are subject to change upon notice to you. Unless you are otherwise notified in writing, we will receive Payment Orders and incoming Wire Transfers on Business Days during the Bank's normal business hours. Our current cut-off times for processing Wire Transfers are available from our website: [www.stellar.bank](http://www.stellar.bank). Any Payment Order received after the applicable cut-off time for the type of Payment Order initiated may be treated as having been received by us on the next Business Day.

ii. *Honoring Wire Transfers – General.*

1. Upon receipt of a wire transfer request through the Internet, Bank may further authenticate by requesting that the authorized user provide us with Bank's required authentication method (e.g., via a secure access code or secure token, etc.), valid Repetitive Wire Number(s), and other information as required by Bank.
2. We will be under no obligation to honor, either in whole or part, any wire transfer request (a) which exceeds the available balance in your accounts with us; (b) which exceeds your established reservation limit as detailed in the applicable Enrollment Form; (c) for which we were not able to obtain an authentication as stated herein; (d) which is not in accordance with any condition indicated by you and agreed to by us; or (e) which is not in accordance with any other requirements as stated herein. Bank may periodically adjust the reservation limit as necessary to reduce potential exposure to Bank.
3. We agree to use commercially reasonable efforts to execute all properly authorized wire transfer requests on the date received provided (i) such requests are received by us within the established deadline, and (ii) such day is a Business Day for us, the communication facility selected by us, and the receiving financial institution.
4. In executing any wire transfer request, we may utilize such means of transmission as we reasonably select. We may initiate wire transfer requests in any order convenient to us.

3. Repetitive and Non-Repetitive Wire Transfers. A non-repetitive wire transfer is a wire transfer request other than a template within the Internet banking system. Instructions for repetitive transfers may be established in wire templates within the Internet banking system. Company can designate Authorized Users responsible for maintaining the wire templates. We reserve the right to call back one of your Authorized Users (other than the individual who made the request) to further

authenticate a non-repetitive or repetitive wire transfer. If we are unable to secure an authentication, we are under no obligation to execute the wire transfer request, or we may delay the execution of the wire transfer request pending authentication; however, if we are unable to secure an authentication, we may execute the transfer as we, in our sole discretion, shall determine, provided we have received the information stated above and otherwise acted in good faith. In no event will we be liable to you solely because we did not attempt to secure an authentication or fail to secure authentication.

4. International Wire Transfers; Foreign Exchange Rates. Bank will allow international wires at Company's request. Company agrees that when it requests an international wire transfer in a currency other than United States Dollars, Bank will convert the funds at the Bank's current exchange rate for the specified foreign currency. If any funds are returned to Company in a currency other than United States Dollars, Bank will convert the returned foreign currency into United States Dollars at its current exchange rate for such currency at the time of the return. If Bank does not have current exchange rates for the particular foreign currency involved, Bank will use its best efforts to convert the currency promptly through reasonable commercial and/or banking channels, and Company shall pay Bank a reasonable fee for such services. In no event shall Bank be liable to Company for any losses arising from currency conversions effected by Bank in good faith within a reasonable time after receiving funds for conversion.
5. Authorization to Charge Account. Upon receipt of the transfer request, the appropriate codes and other information stated herein, you hereby authorize us to charge your account(s) with us in the amount of the funds transfer requests and associated fees.
6. Beneficiaries. We may process wire transfer orders based upon an account number or other identifying number when such account number or identifying number is used to identify the beneficiary of a wire transfer order or a financial institution, even if the account number or identifying number identifies a person or entity different from the beneficiary of the financial institution identified by name. If you submit a wire transfer order identifying the beneficiary's financial institution on the basis of the financial institution account number or identifying number, payment of such order might be made by the beneficiary's financial institution on the basis of the financial institution account number or identifying number even if such number identifies a person or entity different from the named beneficiary; and the beneficiary's financial institution need not determine whether the name and the number refer to the same person or entity.
7. Confirmation; Statement Reconciliation. We can email (as provided in this agreement) you an advice upon request of each wire transfer request executed. Executed wire transfers will be reflected on your periodic account statement and in your online account history.
8. Company Responsibility to Report Discrepancy. Company agrees to examine account activity and to notify Bank immediately of any perceived error or other problem about

any such domestic or international wire transfer. If Company fails to notify Bank of any discrepancy or other problem within ten (10) Business Days, Bank is relieved of any and all liability in connection with the domestic or international wire transfer(s) reflected on the confirmation or statement.

9. Revocation. You shall have the right to request us to reverse, adjust, or revoke a transfer request after it is received by us; however, we must receive this request before the designated cut-off time. If you request the reversal, adjustment or revocation of a transfer request, we may (but we are not obligated to) attempt to recover the funds from the transferee using whatever steps we deem appropriate, and you expressly agree to indemnify us against any Losses, which we may incur in attempting to effect such recovery of funds. You further agree to indemnify us as provided by UCC 4A. We make no representation or warranty as to our ability to revoke, adjust, reverse or cancel a transfer once made and we shall not be liable for our inability to recover any funds. The communication of a reversal must be presented in conformity with the same Security Procedure that has been agreed to for transfers hereunder.

10. Governing Law.

- i. The Board of Governors of the Federal Reserve System has adopted Subpart B of its Regulation J (12 C.F.R. 210), which incorporates the provisions of Article 4A of the Uniform Commercial Code as set forth in Appendix B to Subpart B. Subpart B governs funds transfers carried in whole or in part through Fedwire. Any funds transfer order by you or to you may be carried through Fedwire and therefore be subject to Subpart B of Regulation J.
- ii. This Funds Transfer Agreement between you and Bank, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States (including, without limitation, Subpart B of Regulation J (12 C.F.R. 210)), which shall control as to any funds transfer carried in whole or in part through Fedwire.
- iii. To the extent that the rights and obligation of parties under Article 4A of the Uniform Commercial Code, as incorporated into Subpart B of Regulation J (12 C.F.R. 210), may be varied by agreement of the affected parties, such rights and obligations of you and Bank under Article 4A shall be deemed to be varied by terms of this Agreement between you and Bank.

**E. Positive Pay**

1. Data Transmission. Bank offers an internet-based system to assist Company in transmitting issued check data in the proper format. Company may enter items into Positive Pay files using Online Banking. Positive Pay files delivered to Bank shall be prepared and submitted in compliance with the formatting requirements as provided by Bank.
2. Procedures.



- i. *Check Processing.* For deposit accounts identified by Company for which Company has requested Bank verify checks against an Issued Check File, Company agrees to deliver or transmit the serial number and amount by deposit account number, and payee name if Company chooses the Payee Positive Pay option, (such data cumulatively, the "Issued Check File") to Bank in the format agreed to by Bank and Company. Company shall be responsible for the accuracy and completeness of the payee information provided to Bank. Issued Check File data will be used to verify any check or Electronic Check Presentment ("ECP") items posting to the applicable deposit account that Business Day if received prior to posting or teller presentment. For items presented through ECP, the serial number on Company's Issued Check File must match the serial number on the MICR line of Company's checks as shown on the ECP item. Company acknowledges that any stop payment issued on a check will supersede any data transmitted hereunder.
- ii. *Exception Reporting.* At or before 8:00 AM Central Time of each Business Day, for each deposit account for which Company has requested the Positive Pay Service, Bank will make available to Company, exception items (the "Exception Report") for the prior Business Day for each deposit account for which Company requested Positive Pay Service. The Exception Report will list all check items posted to the applicable Deposit Account that are on the Issued Check File but for an amount different than that stated on the Issued Check File. The exception report will also include paid no issue items as well as duplicate presentments in addition to other exceptions from the Issued Check File. **Bank may compare payee information as an added protection against loss. However, Company agrees that Bank is not obligated to compare check payee information against payees in the Issued Check File, and that any such comparison of payee information is automated, and so may not always identify and detect discrepancies. Bank shall not be responsible for any unidentified payee discrepancy in connection with checks which are paid by the Bank based upon matching item numbers and amounts.**
- iii. *Payment Authorization for Exception Report Items.* Company agrees that if the check number and amount on any item presented for payment conform to the Check Issue File, then Bank may consider that check validly issued and authorized, and Bank may pay the check without contacting Company. In the event Company wants to authorize payment of any item on the Exception Report, Company must notify Bank of its intent to authorize such payment on or before the applicable cutoff time of the Business Day that Company received such Exception Report. Such notification must be made by Company or an authorized agent, to Bank on Bank's internet banking product. Items not decisioned by Company will be marked "REFER TO MAKER" and returned unpaid. Notwithstanding the foregoing, the Bank is not obligated to pay any item into overdraft, and may return such item even if Company has authorized payment of such item in the manner contemplated herein. Company acknowledges and agrees that Bank does not check items on the Exception Report(s) against previously cleared items.

3. Updating Issued Check File(s). For each deposit account for which Company requests the Positive Pay Service hereunder, Bank will only pay items presented for payment against such deposit account in accordance with the terms of this Agreement. It is the responsibility of Company to routinely and regularly update the Issued Check File. It is the responsibility of Company to transmit its Issued Check File one day prior to the release of the checks in such file. Company agrees that the security procedures set forth herein or otherwise adopted in connection with the use of the Bank's Positive Pay Service are commercially reasonable. Bank is not liable to Company or any third party for the payment, return or rejection of items consistent with the terms of this Agreement, or for the erroneous payment or rejection of an item due to an encoding error or posting error. Should Company fail to routinely update Issued Check File(s), Bank may terminate this Positive Pay Service immediately upon written notice to Company.
4. Posting. Transactions related to this Service will be posted to the applicable deposit account. Bank may change any cutoff deadline at any time by giving notice, as required by law, of the change to Company.

**F. Reverse Positive Pay.** For each deposit account for which the Company requests the Reverse Positive Pay Service, Bank will send to Company a daily report (the "Presentment Report") containing information regarding all checks which have been presented to the Bank for payment on the Company's designated accounts. It is Company's responsibility to review the Presentment Report and communicate to Bank, in a manner and format required by the Bank, its decision on whether to return any such checks unpaid. **If Company fails to communicate any such return direction to Bank prior to applicable cutoff time, the checks in the Presentment Report will be paid or returned in accordance with the default instructions to pay or return such items as previously agreed upon between Company and the Bank pursuant to the Enrollment Form for the Reverse Positive Pay Service. If Company has not selected a default instruction in the Enrollment Form, all such items for which the Bank does not receive an instruction prior to the applicable cutoff time will be paid by the Bank. The Company hereby agrees that any such payment or return of items by the Bank in accordance with this Agreement shall be deemed properly authorized by the Company, and the items shall be deemed to have been properly paid or returned by the Bank, as applicable, for all purposes.** Bank is not responsible for detecting any Company error contained in any pay or return request sent by Company to Bank. Company agrees that the security procedures set forth herein or otherwise adopted in connection with the use of this Service are commercially reasonable. Company agrees that if the Bank acts in accordance with this Agreement in paying or returning items, the Bank will be deemed to have exercised ordinary care.

For Companies that enroll in Reverse Positive Pay, checks presented over-the-counter for deposit will be provided for Company's review on the following business day. The only way to ensure that such check is not paid by Bank is for Company to place a timely STOP PAYMENT order; otherwise, such checks may be cashed if Bank's standard protocols are satisfied.

#### **G. Lockbox**

1. Description of the Lockbox Service; Acceptable Checks. Lockbox Processor, who may be a Third-Party Provider engaged in connection with the Lockbox Service, will collect

the contents of the post office box described in the applicable Enrollment Form ("Box") and remit any Acceptable Checks (as hereinafter defined) for deposit into Company's designated account with the Bank. In addition to any Enrollment Forms required by the Bank, Company agrees to provide any additional information or agreements required by the Lockbox Processor in connection with Company's use of the  
Lockbox Service.

On each Business Day at such times as Lockbox Processor may establish, Lockbox Processor will open the envelopes or other contents of the Box, remove and inspect the checks and enclosures and handle the checks and enclosures as provided herein. Company agrees that a check that is acceptable by Company for deposit or processing is a check that conforms with the following ("Acceptable Checks"):

- i. *Payee* – The name of the payee on the check shall be one of the names listed in the enrollment and/or setup forms for the Lockbox Service (the "Instructions") or a reasonable variation thereof.
- ii. *Date* – Regardless of the date of the check, Lockbox Processor may deposit such check SUBJECT TO THE INDEMNITY AND RELEASE PROVISIONS IN THIS AGREEMENT, unless the Company directs Lockbox Processor to process such checks in a specific manner that is set forth in the Instructions.
- iii. *Amount* – Either a written or numerical amount shall be given, but if both are provided and they differ, Lockbox Processor will use the written amount. If the check contains protectograph figures, such amount will be used by Lockbox Processor.
- iv. *Signature* – Regardless of whether or not the check bears the drawer's signature or indicates the drawer's name, Lockbox Processor will process and deposit such check SUBJECT TO THE INDEMNITY AND RELEASE PROVISIONS IN THIS AGREEMENT, unless Company directs that such checks in a specific manner that is set forth in the Instructions.
- v. *Alterations or Restrictions* – All items bearing restrictive notations such as, without limitation, "Payment in Full", "Balance on Account", or "Final Settlement" may be deposited by Lockbox Processor SUBJECT TO THE INDEMNITY AND RELEASE PROVISIONS IN THIS AGREEMENT, unless Company directs that such items in a specific manner that is set forth in the Instructions.
- vi. *Drafts* – All signed sight drafts or payable through drafts of one thickness of paper with MICR numbers will be handled in the same manner as other items. All other drafts will either be processed on a collection basis or forwarded to the Company as Bank and/or the Lockbox Processor deems appropriate.
- vii. *Cash* – Lockbox Processor will process and deposit all cash received. However, neither the Bank nor Lockbox Processor shall assume any liability for cash received by mail.

2. Processing of Acceptable Checks. Acceptable checks shall be processed and deposited as received in the following manner:
  - i. *Endorsement* – The following endorsement, or an endorsement substantially similar to the following, shall be applied to each check: “Credit to the account of the within named payee, absence of endorsement guaranteed by (Bank).” Customer warrants that all such checks made payable to a Payee listed in the Instructions will be deemed to be properly endorsed on behalf of the Company.
  - ii. *Deposits* – Each check shall then be deposited to such account of the Company at Bank as indicated in the Enrollment Form, at which time Company shall become a depositor of Bank with respect to those checks, and the collection of such checks shall be governed by the Uniform Commercial Code as adopted in the State of Texas, the Company’s account agreement, and any other provisions applicable to the account, as well as this Agreement.
  - iii. *Remittance Material Disposition* – All statements, invoices, communications and other papers accompanying such checks shall be delivered to the Company at Lockbox Processor’s discretion, unless the Company directs that such items be processed in a specific manner that is set forth in the Instructions.
  - iv. *Record Maintenance* – Bank and/or Lockbox Processor will maintain an optically scanned record of each check deposited. Such record will be retained by the Bank and/or the Lockbox Processor for two years, in order to reconstruct any specific deposit by means of duplicate photocopies should the need arise and a request be made by the Company (subject to the payment of Bank’s then prevailing charge for such service).
3. Other Checks. All items which are not acceptable checks shall not be processed but shall be returned to the Company along with all statements, invoices, communications, and other papers accompanying such item. Such items and papers shall be delivered in the customary manner of Lockbox Processor and in such other manner as may be specified in the Instructions.
4. Remittances Received By Company. Remittances which are sent directly to Company may be forwarded to the lockbox and used in connection with this Agreement. Company will place remittances, including any accompanying papers in the original envelope, into another envelope appropriately addressed.
5. Foreign Currency. Checks drawn in foreign currency may be processed on a collection basis only. Credit may be posted upon receipt of paid collections less all fees and charges.
6. Fees; Expenses. Expenses such as post office box rental, postage and exchange charges may be paid initially by Bank, at Bank’s option, subject to reimbursement by Company. Company agrees that it will be responsible for, and will reimburse Bank for, all such expenses promptly upon demand.

## H. Account Reconciliation

### 1. Definitions:

- i. *Check File*: A check file includes check number, amount and date issued on checks issued by the Company.
  - ii. *Item*: An item referred to in this agreement is used to identify all checks, automated clearing house items (ACH) and electronic check presentment items (ECP).
2. The Service. Bank will provide Reconciliation Services at the Company's request by selecting the Service on the applicable Enrollment Form. The Service selected will be provided for each checking account listed in the applicable Enrollment Form. For each checking account the Company has requested data from Bank for Reconciliation purposes, Bank agrees to deliver or transmit the serial number, amount, paid date and status of each Item or check by account number to the Company in a format acceptable to Bank.
3. Data Transmission. Bank will instruct Company on how to transmit a check file. Company must transmit the required check files in a format acceptable to Bank each business day.
4. Reports. Reconciliation reports provided by Bank are: Account, Check, and Deposit Reconciliation Summary Reports.

## I. Controlled Disbursement

1. Accounts. Company shall maintain a disbursement account as described in the Enrollment Form (the "Disbursement Account") with Bank for the payment of checks and (b) a funding account, (the "Master Account") as described in the Enrollment Form with Bank.
2. Settlement Amount. On each Business Day all items drawn on the Disbursement Account which have been presented for payment before the applicable cutoff time will be totaled, plus or minus any adjustment for the previous day's balance (the "Settlement Amount"). After the applicable cutoff time on each Business Day.
3. Time of Settlement. On or before the "Settlement Deadline", Company shall have on deposit in the Master Account available funds greater than or equal to the Settlement Amount. In the event that Bank is unable to supply Company with the Settlement Amount for any Settlement Day, Bank will so notify Company and Company shall cause available funds to be on deposit in the Master Account in an amount estimated by Company to be the aggregate amount of check and other items to be presented to Bank on such day; provided, however, that in no event shall the amount in the Master Account be less than the average Settlement Amount for the four (4) Business Days immediately preceding the current Business Day.

4. Transfer of Funds. On each Business Day, Bank is authorized to transfer funds equaling the Settlement Amount from the Master Account to Company's corresponding Disbursement Account.
5. Failure to Fund. In the event that there are not available funds greater than or equal to the Settlement Amount on deposit in the Master Account on or before the Settlement Deadline, Bank may dishonor Items comprising the Settlement Amount for reason of not sufficient funds and return and charge back such Items to the presenting source. Bank shall not be required to make any transfer of funds from a Master Account, which would create an overdraft on such account. Bank reserves the right to require that Company maintain a certain minimum balance in the Master Account.
6. Items Presented After Cut-Off Time. Items drawn on a Disbursement Account which are presented for final payment on any Business Day after the cut-off time may be dishonored or payment of such Items may be refused or delayed unless Company has sufficient available funds on deposit in the Master Account to cover payment of such Items. If Bank pays an item presented after the cut-off time, such items will be included in the Settlement Amount on the next Business Day.
7. Return Items. Bank shall have the right at all times to return unpaid any items presented against the Disbursement Account for which readily available funds are not available, and to close the Disbursement Account with no notice to Company should the Bank deem such action to be advisable.
8. Company Checks. The format and size of all checks printed by Company or by an independent printer at the request of Company shall be approved by Bank prior to use. All checks drawn against the Disbursement Account must include the following information on their face:

Stellar Bank  
Houston, Texas  
Transit No.113125704

#### **J. Zero Balance Account**

1. Service. The Zero Balance Accounts Service allows Company to fund its account(s) automatically as checks or other items are presented for payment/receipt. A master account ("funding account") is maintained to disburse received funds from the Zero Balance Account(s) ("sub-accounts").
2. Transfer of Funds. Bank will automatically transfer funds from the master account to the sub-account or from the sub-account to the master account at the end of each business day in order to bring the balance of the sub-account to zero or a predetermined balance indicated on the Enrollment Form.
3. Overdrafts. Company must ensure that the master account has sufficient balances to cover each day's requirements in the sub-account. Failure to have sufficient funds

available in the funding account to cover the day's funding requirements may cause checks to be returned.

#### **K. Loan Sweep**

1. Service. The Loan Sweep Product utilizes excess deposit balances to pay down your loan with Bank.
2. Sweep. On each Business Day, Bank will sweep funds from the "Loan Account" designated on and in the increments set forth in the Enrollment Form to the "DDA Account" designated on the Enrollment Form to maintain a zero or positive balance in the DDA Account. When the DDA Account balance is greater than the "Maximum Balance" as designated in the Enrollment Form, the DDA Account will sweep the excess funds, to the extent of collected funds or availability, to the "Loan" as designated on the Enrollment Form.
3. Levels. Bank does not represent that the accounts will be maintained at the designated desired balance levels.
4. Sufficient Funds. Company agrees that it will maintain funds in the Loan Account sufficient to maintain a positive ending available balance in the Loan Account sufficient to maintain the desired balance levels designated herein after transfers between the Loan Account and the DDA Account have been completed.
5. Notice.
  - i. In the event the Bank were to fail, loan sweep transactions will be completed prior to close of business and will be used in determination of end-of-day account ledger balances. FDIC insurance coverage is based on deposit ledger balances at the end of the day a bank fails.
  - ii. In the event of the Bank's failure, the FDIC would treat the funds in the deposit account as FDIC-insured deposits, subject to applicable rules and limits.

#### **L. Remote Deposit Capture**

1. Service. The Remote Deposit Capture Service to be provided by the Bank to the Company, consisting of check scanning device (the "Scanner"), access to a browser based software program, and all related materials and documentation (collectively herein the "Program"), permits the Company to conduct certain check related activities with the Bank electronically. Based on the Bank's current schedule of fees for such Checks (the "Images") are electronically transmitted to the bank's data processing center, whose services are available to the Bank, and for the Bank's data processing center to use electronic information, including images, captured from these Checks to process transactions through the Automated Clearing House ("ACH") net (an "ACH Transaction" or "ACH Transfer") or as Image Replacement Documents ("IRDs") as permitted under the Check for the 21<sup>st</sup> Century Act ("Check 21 Transactions") (collectively, the "Service" or "Services"). The Services are provided

by the Bank and its vendors for access and use by Company. The generated check image will be the legal equivalent of the original check. The dollar amount, as well as the amount of deposit transactions transmitted by Company on any single Business Day, shall not exceed limits set forth for each account, as determined by Bank. All deposits must be captured via equipment and software approved and authorized by Bank. The allowed services granted to the Company may consist of multiple features, such as web-enabled data entry screens, file transfers, and uploads.

2. Equipment. Company is required to obtain certain equipment, computer software, and telecommunication services as Bank may specify from time to time. Company is solely responsible for the operation, performance, and adequacy of the equipment, software, and services. Bank makes no representations or warranties and has no responsibility or liability for such equipment, software, or services even if specified as necessary by Bank. Company agrees to complete any changes and/or upgrades to the equipment as required by the Bank within thirty (30) days of such request. Company acknowledges that any equipment, including the Remote Deposit Capture scanner, provided by Bank to Company as part of the Services is and will remain property of Bank. In the event Company or Bank terminates the Services, Company will immediately make arrangements with Bank to return the Remote Deposit Capture scanner.
  - i. If Bank provides any software to Company in connection with Remote Deposit Capture, Company may use that software on any designated Company owned and operated machine meeting the software and hardware specifications required to support the software. The software may not be provided to any agent of Company without the prior written consent of Bank. The release of software to agent will be dependent upon the agent's agreement to contractual terms deemed acceptable by Bank.
3. Business Continuity Planning. In the event of an interruption of internet service, whether at the Bank or at the Company's site, it is the Company's responsibility to manually deliver the checks to the Bank. The Bank does not provide disaster recovery services for customers.
4. Transmittal Of Entries By Company. Company shall submit check images to Bank in such format, and with such associated check information, as Bank may require periodically, utilizing Accredited Standards Committee X9's Specifications for Electronic exchange of Check and Image Data (DSTU X9.37-2003). Pursuant to the Deposit Account Agreement, Bank reserves the right to reject any single check image or group of check images for any reason, before or after it/they appear on Bank's system.

All checks submitted through Remote Deposit Capture must be properly endorsed by Company prior to transmittal. Items transmitted without being properly endorsed are subject to rejection by the Bank. Bank has no responsibility or liability for any fees incurred due to the rejection of transmitted items for missing/incomplete endorsements.



The end-of-day cutoff time for Remote Deposit Capture deposits is 6:00 p.m. Central Time. If the deposits are not received by the end-of-day cutoff time, Bank will not guarantee that deposits will be processed that day. Bank may accept these deposits and they will be forwarded to the Federal Reserve no later than Bank's next regularly scheduled delivery time.

Bank shall give provisional credit as provided in this Schedule subject to revocation of credit for deposits as provided in Regulation CC and the Uniform Commercial Code as it applies to deposits.

5. Right To Audit. Bank shall be entitled to conduct an audit of the system, including a review of Company's internal controls, as well as the records relating to use of remote deposit capture, including an inspection of the hardware and review of the software relating to the check capture process, procedures, check retention, documentation transactions and other aspects of this relationship. Bank may also inspect the records and retained checks to assure that the checks once imaged are appropriately destroyed in accordance with the record retention provision contained herein and prior to destruction are secured in an acceptable storage facility in order to prevent redeposit of the same scanned checks or misuse of such checks for counterfeit or other illegal purposes.
6. Compliance With Security Procedures. If a deposit received by Bank alleges to have been transmitted or authorized by Company, it will be deemed effective as Company's deposit and Company shall be obligated to Bank the amount of the deposit. In the event that deposit was not authorized by Company, Company will be liable for the amount of deposit, provided Bank accepted the deposit in good faith and acted in compliance with the Security Procedures referred to in this Agreement.

If a deposit received by Bank is erroneous in any manner and was transmitted or authorized by Company, Company shall reimburse Bank the amount of the deposit, whether or not Bank complied with the Security Procedures referred to herein with respect to that deposit, and whether or not the error would have been detected if Bank had complied with such procedure. Reimbursement may be accomplished by Bank initiating a chargeback to the Company's account identified herein.

7. Processing, Transmittal, And Settlement By Bank. Except as provided in Section II. L. 8 (Rejection of Entries or Deposits) of this Agreement, Bank shall (I) process deposits received from Company, (II) transmit such deposits to Bank's correspondent Federal Reserve Bank, (III) settle for such deposits as provided by Bank in the procedures provided for herein.

Bank shall transmit or complete the necessary batch authorization of such deposits by the delivery data deadline of the deposits as set forth herein prior to the effective entry date provided (I) such deposits are received by Bank's related cut-off time on a Business Day as set forth herein, (II) the effective entry date is at least one day after such Business Day, and (III) the Federal Reserve is open for business on such Business Day.

If any of the requirements of this section are not met, Bank shall use reasonable efforts to transmit such deposits to the Federal Reserve by the next deposit deadline of the Federal Reserve following that specified herein which is a Business Day and a day on which the Federal Reserve is open for business.

Bank is not responsible for detecting any Company errors contained in any check or report created and transmitted to Bank by Company.

8. Rejection Of Entries Or Deposits. Bank may reject any entry which does not comply with the requirements set forth in Section II. L. 4 (Transmittal of Entries by Company) of this Agreement. Bank may reject any entry if Company has failed to comply with its account balance obligations. Bank may reject any deposit of Company that does not adhere to Security Procedures as described herein. Bank shall notify Company by phone or electronic transmission, including email and fax, or such rejection no later than the Business Day such deposit would otherwise have been transmitted by Bank to the Federal Reserve. Notices of rejection shall be effective when given. Bank shall have no liability to Company by reason of the rejection of any such deposit or the fact that such notice is not given at an earlier time than that provided for herein.
9. Cancellation Or Amendment By Company. Company shall have no right to cancel or amend any deposit after its receipt by Bank. However, if such request complies with the security procedures, Bank shall use reasonable efforts to act on a request by Company for cancellation of a deposit prior to transmitting it to the Federal Reserve, but shall have no liability if such cancellation is not implemented. Company shall reimburse Bank for any expenses, losses, or damages Bank may incur in implementing or attempting to implement Company's request for the reversal of a deposit.
10. Notice Of Returned Entries. Bank shall notify Company by mail, phone or electronic transmission, including email and fax, of the receipt of a returned deposit from the Federal Reserve no later than one Business Day after the Business Day of such receipt. Except for an entry retransmitted by Company in accordance with the requirements of Section II. L. 4 (Transmittal of Entries by Company) of this Agreement, Bank shall have no obligation to retransmit or re-present a returned deposit to the Federal Reserve if Bank complied with the terms of this agreement with respect to the original deposit. Bank may return items to Company through transmission of an image (IRD).
11. Offset Rights. Bank may, without prior notice or demand, obtain payment of any account due and payable to it under this agreement by debiting the account(s) of Company identified in the Enrollment Form (the "Account"), and shall credit or debit the Account for any amount received by Bank by reason of the return of a deposit transmitted by Bank for which Bank has previously received payment or credit from Company. Such credit or debit shall be made as of the day of such receipt by Bank. Company shall at all times maintain a balance of available funds in the account sufficient to cover any payment obligation. In the event there are not sufficient available funds in the account to cover Company's obligations, Company agrees that Bank may debit any account maintained by Company with Bank or any affiliate of Bank or that Bank may offset against any amount it owes to Company, in order to obtain payment of Company's obligations.

12. Company Representation And Agreements; Indemnity. With respect to each and every deposit initiated by Company, Company represents and warrants to Bank and agrees that to the best of Company's knowledge (a) each deposit is made payable to the Company (b) any necessary authorization is operative at the time of transmittal or crediting/debiting by Bank as provided herein, and (c) Company shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC.

Company shall indemnify Bank against any loss, liability, or expense (including attorney's fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

13. Limitation On Liability. In addition to the provisions contained in the Agreement, liability shall not exceed the sum of the amount of any loss suffered by the Company as a result of a breach of warranties under Regulation CC (12 C.F.R. Part 229) up to the amount of any substitute check, interest and expenses (including cost and reasonable attorney fees and other expenses of presentation) related to the substitute check reduced by any amount that the Company receives and retains as a re-credit. Furthermore, such liability shall be further reduced by the amount of any damages incurred as a result of the negligence or bad faith of the Company.

Without limiting the generality of the foregoing provisions, Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission of communication facilities, equipment failure, war, emergency conditions, or other circumstances beyond Bank's control.

In addition, Bank shall be excused from failing to transmit or delay in transmitting a deposit if such transmittal would result in Bank having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Financial Institution's reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In such event, Company shall be responsible for having a contingency plan in place including temporarily depositing original, paper items at any branch facility of Bank.

Subject to the foregoing limitations, Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of Dallas for the period involved. At Bank's option, payment of such interest may be made by crediting the account resulting from or arising out of any claim of any person that Bank is responsible for any act or omission of Company or any other person described in the foregoing agreement.

14. Data Retention, Security And Destruction. Company shall retain physical checks that represent the deposit for at least sixty (60) days following the date of their transmittal to Bank and agrees to make the originals available to Bank for fraud control purposes.

Such checks must be securely stored, to prevent unauthorized access to the items until they are destroyed (locked cabinet, etc.)

Items are to be securely destroyed in a commercially reasonable manner (shredding) no sooner than the 61st day and no later than the 90th day following the date of the deposit.

15. Records. All electronic media, security procedures, and related records used by Bank for transactions contemplated by this Agreement shall be and remain Bank's property. Bank may, at its sole discretion, make available such information upon Company's request. Any expense incurred by Bank in making such information available to Company shall be paid by Company.
16. Prohibited Transactions. The following physical check items may not be deposited through the Services:
  - i. Checks previously deposited with Bank or with any other financial institution or non-bank entity such as a check casher;
  - ii. Checks issued in non-U.S. currency or drawn on a foreign financial institution;
  - iii. Checks made payable to two (2) or more parties (e.g. checks made payable to Company and another person or entity);
  - iv. Checks that are drawn on an underlying credit card account; and
  - v. Checks where the numeric value and written numeric amounts do not agree.

#### **M. SafePoint**

1. Service. The SafePoint Banking and Provisional Credit Service provided by Bank allows Company to deposit currency into a smart safe (the "Smart Safe") on Company's premises which will transmit and provide electronic information regarding the amount of cash deposited into such Smart Safe and confirm the amount of cash contained in such smart safe between scheduled serving pick-ups and the amount (if any) of cash removed by Loomis Armored US, LLC ("Loomis").
2. Procedures. On each Business Day, Bank will provide a provisional credit in Company's designated account in the amount of funds in the form of U.S. currency added to the Smart Safe on such Business Day; provided, that Bank receives a report from Loomis setting forth the amount of such funds deposited in the Smart Safe by 8:00 P.M. Central Time. For U.S. currency placed in the Smart Safe, Bank will provide a provisional credit in Company's designated account on the next Business Day. Bank is not responsible for providing a provisional credit for funds not set forth on the report provided to Bank by Loomis or if Bank does not receive such report by 8:00 P.M. Central Time. Bank will not provide a provisional credit for foreign currency or any other item placed in the Smart Safe.

As frequently as agreed to by Loomis, Company and Bank, but at least once each week, Loomis will remove the contents of the Smart Safe and physically transport the contents to Loomis' vault, one of Bank's locations, or the Federal Reserve as determined by Loomis and Bank. Loomis will verify the currency pursuant to the

processing methodology set forth in Loomis' agreement with Company for the amount in the Smart Safe. Loomis' count of all funds verified shall be deemed correct and final.

In the event that the amount of funds received by Bank differs from the amount of the provisional credit provided by Bank for funds of Company deposited in the Smart Safe, Bank will make corresponding adjustments to Company's account at Bank.

3. Agreement with Loomis. Company has entered into a separate agreement with Loomis which sets forth the services to be provided to Company by Loomis.
4. Limitation of Liability. If Bank grants a provisional credit to Company, the contents contained within the Smart Safe will then be the property of Bank although Company remains liable and responsible for funds in the Smart Safe serving as the basis of the provisional credit until such funds are retrieved from the Smart Safe by Loomis. In the event of any theft, the value of the contents from the validator portion of the Smart Safe will be determined by the Smart Safe's validator report. Bank is not responsible or liable for funds placed in the Smart Safe until such funds are delivered to Bank. Bank is not liable for any consequential, economic, punitive, incidental, or similar damages or losses, non-performance or delays (such types of losses being expressly disclaimed), or liable to Company for Loomis' failure to render service if in Loomis' judgment the same may endanger the safety of Company's or Bank's property or personnel or Loomis' vehicles or employees. Additionally, Bank is not liable for the consequences of any action or inaction on the part of Loomis in performing its obligations to Company, and for any consequential, economic, punitive, incidental, or similar damages or losses, non-performance or delays (such types of losses being expressly disclaimed) that may result therefrom or for any damages or losses arising out of the failure or malfunction of the Smart Safe or any other equipment provided to Company by or on behalf of Loomis, including, but not limited to, any damages or losses relating to non-transmission of information by a smart safe, and for any consequential, economic, punitive, incidental, or similar damages or losses, non-performance or delays (such types of losses being expressly disclaimed) that may result therefrom. Notwithstanding anything set forth in this Agreement to the contrary, Bank shall not be liable for funds placed in the Smart Safe in excess of \$250,000, regardless of the cause for loss.
5. Posting. Transactions related to this Service will be posted to the applicable deposit account. Bank may change any cutoff deadline at any time by giving notice, as required by law, of the change to Company.

\* \* \*

## **Acceptance of Terms of Treasury Management Services Agreement**

**Primary Company Name:** \_\_\_\_\_

Any capitalized terms not defined herein shall have the meaning ascribed to them in the enclosed Treasury Management Services Agreement – Terms and Conditions (including all related Enrollment Forms, Schedules, Addendums and Amendments, the “Master Agreement”) between the above-named Company and Stellar Bank.

### **Acceptance of TM Agreement**

Subject to Bank’s approval, Company requests that Bank provide it with certain treasury management and online banking services (collectively, the “Services”). Company hereby agrees to be bound by the terms of the Master Agreement, including without limitation the security procedures described therein, as well as any additional Enrollment Forms, documents and agreements, and any supplement, addendums or amendment to any of the foregoing. Company agrees to the terms of the Master Agreement with respect to any Service it selects pursuant to any applicable Enrollment Form or for any Service that is otherwise used by Company. Company further agrees that the Services may also be governed by separate agreements, such as the terms and conditions governing Company’s accounts at the Bank.

Company hereby agrees that any Administrator designated by the Company under the terms of the Master Agreement shall have the transaction and other authority with respect to Company’s accounts as is contemplated by the Master Agreement, and the individual signing below confirms that he or she is duly authorized to delegate such authority to the Administrator in the manner contemplated hereby. Company represents that all information provided to Bank in connection with the Master Agreement or any Enrollment Forms is true and correct in all material respects.

### **Company Approval**

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

**Montrose Redevelopment Authority**

Monday, May 19, 2025, at 6:30 PM

---

8. Review FY 2026 Budget, potential 5-year Capital Improvement Projects, and authorize appropriate action.

**Montrose Redevelopment Authority**

Monday, May 19, 2025, at 6:30 PM

---

9. Engage auditor to conduct audit for fiscal year end June 30, 2025.



# ***McCall Gibson Swedlund Barfoot Ellis PLLC***

*Certified Public Accountants*

*Chris Swedlund  
Noel W. Barfoot  
Joseph Ellis  
Ashlee Martin*

*Mike M. McCall  
(retired)  
Debbie Gibson  
(retired)*

May 19, 2025

Board of Directors  
Montrose Redevelopment Authority  
City of Houston, Texas

We are pleased to confirm our understanding of the services we are to provide Montrose 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 year ended June 30, 2025. 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 – General Fund

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.

As part of our audit planning, we have identified management override of controls, and improper revenue recognition as audit areas with significant risks of material misstatement. We will design and perform audit procedures whose nature, timing and extent are responsive to the assessed risks of material misstatement.

Our audit of the financial statements does not relieve you of your responsibilities.

### **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.

### **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.

### **Responsibilities of Management for the Financial Statements (Continued)**

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. Joseph Ellis 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, 2025, at a cost not to exceed \$15,500

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

### **Engagement Administration, Fees and Other (Continued)**

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* and the other supplementary information in accordance with *AU-C 720, The Auditor's Responsibilities Relating to Other Information Included in Annual Reports*. 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 2276.002, Texas Government Code, as amended, McCall Gibson Swedlund Barfoot Ellis PLLC hereby verifies that McCall Gibson Swedlund Barfoot Ellis 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 amended, McCall Gibson Swedlund Barfoot Ellis PLLC hereby verifies that McCall Gibson Swedlund Barfoot Ellis 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 amended.

**Israel Boycott Verification**

As required by Chapter 2271, Texas Government Code, as amended, McCall Gibson Swedlund Barfoot Ellis PLLC hereby verifies that McCall Gibson Swedlund Barfoot Ellis 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 Ellis PLLC represents and certifies that, at the time of execution of this letter neither McCall Gibson Swedlund Barfoot Ellis 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 Ellis PLLC*

McCall Gibson Swedlund Barfoot Ellis PLLC  
Certified Public Accountants  
Houston, Texas

This letter correctly sets forth the understanding of Montrose Redevelopment Authority.

_____ Signature	_____ Title	_____ Date
_____ Mayor's Office of Economic Development	_____ Date	

Engagement Letter

**Montrose Redevelopment Authority**

Monday, May 19, 2025, at 6:30 PM

---

10. Engage Municipal Accounts & Consulting, LP, to perform a review of the audited financial statements.



MUNICIPAL ACCOUNTS  
& CONSULTING, L.P.

May 14, 2025

Board of Directors  
Montrose Redevelopment Authority  
c/o Allen Boone Humphries Robinson LLP  
3200 Southwest Freeway, Suite 2600  
Houston, TX 77027

RE: AUDIT REVIEW ENGAGEMENT

We are pleased to confirm our understanding of the terms of our engagement and the nature and limitations of the services provided to Montrose Redevelopment Authority (hereinafter called the "Authority").

We will apply the procedures enumerated in this letter to solely assist Authority in the determining the status of the engagement which Authority has specified below for the fiscal year ended June 30, 2025:

- Review adjusted trial balances.
- Review capital asset and depreciation schedules.
- Review fund journal entries.
- Review government-wide adjustments.
- Review draft financial statements.
- Complete or review GASB 34 disclosure checklist.

By signing this engagement letter, Authority agrees to those procedures and acknowledge that the procedures to be performed are appropriate for the intended purpose of the engagement which is to eliminate financial reporting weaknesses. We require that we obtain Authority's written agreement to the procedures to be applied and Authority's acknowledgment that those procedures are appropriate for the intended purpose of the engagement, as described in this letter. A refusal to provide such agreement and acknowledgment will result in our withdrawal from the engagement. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

Because this engagement does not constitute an examination or review, we will not express an opinion or conclusion on the audit review. In addition, we have no obligation to perform any procedures beyond those to which Authority agrees.

We plan to begin our procedures when we receive the necessary documents from the Authority's auditors, and, unless unforeseeable problems are encountered, the engagement should be completed within two weeks after receiving the documents.



We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the Authority's Board of Directors. If we encounter restrictions in performing our procedures, we will discuss the matter with Authority. If we determine the restrictions are appropriate we will disclose the restrictions in our report. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to Authority.

There may exist circumstances that, in our professional judgment, will require we withdraw from the engagement. Such circumstances include the following:

- Authority refuses to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement.
- We determine that the description of the procedures performed or the corresponding findings are misleading in the circumstances of the engagement.
- We determine that restrictions on the performance of procedures are not appropriate.

This engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, should any such matters come to our attention, we will communicate them in accordance with professional standards and applicable law. In addition, if, in connection with this engagement, matters come to our attention that contradict the audit review, we will communicate such matters to Authority.

Authority agrees to the procedures to be performed and acknowledge that they are appropriate for the intended purpose of the engagement.

Authority is responsible for the audit review. In addition, Authority is responsible for providing us with (1) access to all information of which Authority or the appropriate party is aware that is relevant to the performance of the audit review on the subject matter, (2) additional information that we may request from the appropriate party for the purpose of performing the audit review, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

Mark Burton, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We estimate that our fees for these services will be \$3,500.00. Authority will also be billed for travel and other out-of-pocket costs such as report production, word processing, postage, etc. Additional expenses are estimated to be \$85.00 to \$250.00 per our hourly billing rate. The fee estimate is based on anticipated cooperation from Authority's consultants and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with Authority and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if Authority's account becomes 60 days or more overdue and will not be resumed until Authority's account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. Authority will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to assist Authority and believe this letter accurately summarizes the significant terms of the audit review. If you have any questions, please let us know. If Authority is in agreement with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, or the procedures need to be modified, our agreement with Authority will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we may require that they acknowledge in writing their agreement with the procedures performed, or to be performed, and their acknowledgment that the procedures are appropriate for their purposes.

Very truly yours,

*Municipal Accounts & Consulting*

Municipal Accounts & Consulting, L.P.

RESPONSE:

This letter correctly sets forth the understanding of Authority.

Montrose Redevelopment Authority

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

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

Date:\_\_\_\_\_

**Montrose Redevelopment Authority**

Monday, May 19, 2025, at 6:30 PM

---

11. Announcements regarding workshops, seminars, and presentations relating to Zone and Authority matters.

**Montrose Redevelopment Authority**

Monday, May 19, 2025, at 6:30 PM

---

12. Discuss meeting schedule and proposed agenda items for upcoming Board meeting(s).