

**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, June 26, 2023, 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://tinyurl.com/mwztjbkw>**, to consider, discuss and adopt such orders, resolutions or motions, and take direct or indirect actions as may be necessary, convenient, or desirable with respect to the following matters:

1. Establish quorum and call to order.
2. Receive public comment.
(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.)
3. Minutes.
4. Projects and Planning:
 - a. Projects and Planning Committee report;
 - b. report from Gauge Engineering, including:
 - i. update on Hawthorne Street and Woodhead Street Neighborhood Safe Street, including consider Pay Application;
 - ii. update on Montrose Boulevard improvements and consider proposal for bridge over Allen Parkway;
 - iii. update on sidewalk improvements along West Gray between Woodhead Street to Montrose Boulevard; and
 - iv. update on Dallas and Mandell Street.
5. Project Scope for 2023 and 2024 Pursuit of Funding submitted by The Goodman Corp.
6. Public Engagement matters, including Public Engagement Committee Report and receive update from Hollaway.
7. Montrose Arts project.

8. Affordable Housing, including Affordable Housing Committee report and take appropriate action regarding Development Agreement Policy.
9. Engage Mark Burton, CPA, to perform a review of the audited financial statements.
10. Engage auditor to conduct audit for fiscal year end June 30, 2023.
11. Financial matters, including report from Finance Committee, report from bookkeeper, review financial information, and authorize payment of invoices.
12. Update on Series 2023 Tax Increment Contract Revenue Bonds.
13. Adopt Order Adopting Procedures for Post-Issuance Compliance.
14. Adopt Order Adopting Procedures for Continuing Disclosure Compliance.
15. Report from Zone administrator.
16. Announcements regarding workshops, seminars, and presentations relating to Zone and Authority matters.
17. Discuss meeting schedule and proposed agenda items for upcoming Board meeting(s).
18. Receive public comment.
(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.)



Attorney for the Zone

***The Board will conduct an in-person meeting at its physical meeting location. As an accommodation during the current levels of transmission during this COVID-19 virus epidemic emergency, 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. 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://tinyurl.com/mwztjbkw> 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.**

PROGRESS REPORT

JUNE 2023

MONTROSE/TIRZ 27



MONTROSE BOULEVARD IMPROVEMENTS

- Submitted 60% Plans
- Ongoing coordination with Ismaili Center
- Began the process of reevaluating the roadway cross section south of Westheimer.

WEST GRAY

- METRO approved the contract
- Conducted Pre-Construction Meeting with contractor
- Contractor mobilized June 19, 2023

DALLAS AND MANDELL IMPROVEMENTS

- Completed Final plans.

PROGRESS REPORT—JUNE 2023

HAWTHORNE ST. & WOODHEAD ST.

NEIGHBORHOOD SAFE STREETS IMPROVEMENTS

WBS No. N-T27000-0002-7



PROJECT LOCATION

The project is located in west central Houston, Texas, just north of the US 59 highway. The project limits include:

- Woodhead Street: from West Clay Street to IH-69
- West Clay Street: from Dunlavy Street to Woodhead Street.
- Hawthorne Street: from Woodhead Street to Spur 527.

FUNDING PARTNERS

- *Montrose Redevelopment Authority/TIRZ 27*
 - 50% of Construction Cost
 - Design and Construction Oversight Cost
- *Harris County Precinct 1– Commissioner Rodney Ellis*
 - 50% of Construction Cost



PROJECT BACKGROUND

This project was recommended in the Walk+Bike Montrose plan, which identified these corridors to be developed into Neighborhood Safe Streets. A Neighborhood Safe Street is a corridor designed so that roadway users of all ages and abilities, no matter their mode of travel, will feel safe and comfortable traveling along that corridor



PROJECT OBJECTIVES

Convert Woodhead St. and Hawthorne St. corridors into Neighborhood Safe Streets and making the corridors more walkable and safer for all, recognizing the daily walk trips by parents and kids to Lanier Middle School.

PROJECT DESCRIPTION

- **Improve Bicycle Safety & Mobility:**
Mill & overlay existing deteriorated asphalt roadway, re-stripe the roadway, replace speed humps with speed cushions, and install curb extensions at intersections to develop a safe, low-stress shared roadway experience for both motorists and bicyclists.
- **Improve Pedestrian Facilities:**
Promote a pedestrian-friendly environment by incorporating 6-FT wide, continuous, uninterrupted and safe sidewalks accompanied by City compliant curb ramps along the project corridors, within public right-of-way. The sidewalks are only reduced at specific spots to accommodate mature trees. The corridors were physically walked with an Urban Forester to assist with the sidewalk design around any mature trees.

PROJECT STATUS

- Project is substantially complete

NEXT STEPS

- Correcting punch list items
- Final walkthrough
- Obtain Acceptance Letter from City
- Closeout the project



30-FT Curb to Curb Width Section

PROGRESS REPORT—JUNE 2023

HAWTHORNE ST. & WOODHEAD ST. NEIGHBORHOOD SAFE STREETS IMPROVEMENTS

WBS No. N-T27000-0002-7



PAYMENT ESTIMATES

Original Contract Amount	\$4,729,510.00
Change Order Amount to Date	-
Current Contract Amount	\$4,729,510.00
Previous Payments	\$4,336,389.17
Current Payment(s) Due	\$96,188.59
Contract Completion Date	04/22/2023
Balance Remaining	\$63,638.67

CONSTRUCTION TIME

- Original Contract Time: 12 Months
- Notice to Proceed Date: March 23, 2022
- Extended Contract Time: 1 Month

CONTACT INFORMATION

Construction Manager:
Gauge Engineering
11750 Katy Freeway, Suite 400
Houston, TX 77079



Contractor:
R. Miranda Trucking & Construction, 6326 Perch Creek Dr.
Houston, TX 77049

PROGRESS PHOTOS



Bike Lane Striping



Pavement patching next to newly installed bulbout (punch list item)



Sidewalk replacement (punchlist item)



Bulbout Completion

BRIDGE OVER ALLEN PKWY



May 1st, 2023

Joe Webb, Chairman
Montrose Tax Increment Reinvestment Zone No. 27
c/o ABHR
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

Re: Proposal for Allen Parkway Intersection/Bridge Improvements

Dear Mr. Webb,

Gauge Engineering, LLC (Gauge) is pleased to submit this proposal for professional engineering design services to design a bridge over the Allen Parkway underpass that will serve as a shared use path. Improvements will also include any other intersection improvements to the existing bridge. The scope will cover the following:

- Detailed Design (Plans, Specifications and Estimates)
- Geotechnical Investigation
- Bridge Design
- Architectural/Hardscape Support

We propose to perform this work for a lump sum amount of **\$267,500.00**. A detailed breakdown of the scope items and fee can be found under Exhibits A through D. We are prepared to begin this work immediately. Please feel free to contact me at (713) 318-8802 if you have any questions.

Sincerely,

Muhammad Ali, P.E.
Principal

Accepted for
Montrose Tax Increment Reinvestment Zone No. 27

Signature Date

Attachments:

- Exhibit A – Scope
- Exhibit B – Level-of-Effort
- Exhibit C – Geotechnical Investigation
- Exhibit D – Structural Design
- Exhibit E – Landscape Architectural Services

Print

Accepted for
City of Houston:

Signature Date

Print

**EXHIBIT A
SCOPE OF SERVICES
ALLEN PARKWAY INTERSECTION/BRIDGE IMPROVEMENTS
PRELIMINARY, DESIGN PHASE, BID PHASE- LEVEL OF EFFORT**

Downtown Redevelopment Authority (DRA) is proposing to build a shared use path bridge over Allen Parkway to safely connect pedestrians and bicyclists to Buffalo Bayou Park. Montrose Redevelopment Authority (MRA) is currently undertaking design engineering of a project to fully reconstruct the roadway, drainage, pedestrian, and bicycle facilities on Montrose Boulevard. DRA and MRA have determined that it would be in the best interest of the public to provide efficiencies of design and scale to include the DRA Improvements as part of the MRA Project and to have the DRA fund the portions of the MRA Project related to the DRA Improvements.

This proposal is for the construction of the bridge over Allen Parkway along with the necessary intersection improvements to accommodate this bridge. The scope includes:

I. DESIGN PHASE (60%, 90%, 100%, and Final)

A. Design/Plan Sheets

The bridge plan sheets will be incorporated into the larger Montrose Blvd plan set, some of the sheets will need to be updated to reflect the bridge scope and some sheets will need to be created. Below is a list of some of these sheets. The bridge sheets/scope is outlined in detail under Exhibit D - Aguirre-Field's proposal.

- 1 Index of Drawings - Update (1 Sheet)**
Index of drawings will be updated to incorporate the bridge related sheets.
- 2 Overall Project Layout Sheet - Update (1 sheet)**
Layout sheets will be updated to incorporate the bridge related sheets.
- 3 Proposed Typical Sections (Bridge and X-Sec at intersection-2 Sheets)**
Proposed Typical Sections for proposed roadway will be developed. (See above for details included)
- 4 Intersection Design (1 Sheet)**
Intersection layout will be developed detailing the bridge/sidewalk/pavement/ striping design at the intersection and how the intersection will function. The layout shall include the curb returns, geometrics, transition to existing pavement, stationing, pavement and other details.
- 5 TCP to Incorporate Bridge and Intersection Improvements**
Construction Sequencing and Traffic Control Plans (TCP) will be prepared in accordance with City guidelines. It will show detailed construction sequences and the necessary traffic control phases, complete with all barricades, signing, striping, delineation, detours, temporary traffic signals and any other devices, to protect the traveling public and provide safety to the construction forces.
- 6 Signing & Pavement Marking Plan (1 Sheet)**
Drawings, specifications and details will be prepared for all regulatory signs and pavement markings on combined layout sheets. All plans shall follow City standards. A summary signs list will be provided. The proposed regulatory signs shall be illustrated and numbered on plan sheets. Permanent and temporary pavement markings and channelization devices on plan sheets shall be prepared.

- 7 Storm Water Pollution Prevention Plan Sheets (1 Sheet)**
SW3P plan sheet will be developed and prepared in accordance with City Standard Details and Standard Specifications.
- 8 Street Lighting Plans - (1 Sheet)**
Street lighting standards will be coordinated with CenterPoint and the City. Street lighting layout plans/exhibits will be developed for light pole locations, lighting ground boxes, and routing of lighting underground circuits/conduits.
- 9 QC 4 Submittals**
A thorough Quality Assurance/Quality Control (QA/QC) Plan will be implemented to ensure overall project constructability, cost estimate accuracy, and design conformance with industry standards and client-specific requirements and preferences.

B. Private Utilities

As part of the City infrastructure delivery process, a thorough private utility evaluation must 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.

- **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.

C. 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. Coordination – Stakeholders (Montrose RDA and Downtown RDA)

Regular coordination and meetings with the Montrose RDA and Downtown RDA 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.

3. City of Houston Coordination/meetings/approvals/signatures

- Regular coordination and meetings will be held with the City as the project progresses. 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.

4. Quantities

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

5. Construction Cost Estimates

The design team will submit Construction Cost Estimates for the different deliverables.

6. Project Manual & Specifications

The design team will update the project manual to include the bridge scope items. The bridge items will be tracked separately in the project manual.

II. SUBCONTRACTED/ADDITIONAL ENGINEERING SERVICES

- See exhibits C, D & E for the geotechnical investigation, bridge design and landscaping architectural proposals respectively.

**EXHIBIT B
ALLEN PARKWAY INTERSECTION/BRIDGE IMPROVEMENTS
DESIGN PHASE - LEVEL OF EFFORT**



II. DESIGN PHASE (60%, 90%, 100%, Final)

DESCRIPTION OF WORK TASKS	PRINCIPAL	PROJECT MANAGER	PROF ENGINEER	GRAD ENGINEER	SR. DESIGN TECH	ADMIN ASST	TOTAL HOURS	LABOR COSTS
A. DESIGN/PLAN SHEETS								
1 Index of Drawings - Update (1 Sheet)			1	1	2		4	\$565.00
2 Overall Project Layout Sheet - Update (1 sheet)			1	1	2		4	\$565.00
3 Proposed Typical Sections (Bridge and X-Sec at intersection)			2	6	12		20	\$2,750.00
4 Intersection Design (1 Sheet)		2	4	8	16		30	\$4,240.00
5 TCP to Incorporate Bridge and Intersection Improvements		2	6	16	32		56	\$7,800.00
6 Signing & Pavement Marking Plan (1 Sheet)		1	2	4	6		13	\$1,850.00
7 Storm Water Pollution Prevention Plan Sheets (1 Sheet)			2	2	4		8	\$1,130.00
8 Street Lighting Plans - (1 Sheet)		1	2	4	6		13	\$1,850.00
9 QC 4 Submittals			2	4	12		24	\$3,430.00
Total	0	8	24	48	92	0	172	\$24,180.00
B. PRIVATE UTILITIES								
1 Records Research, including utility owners and contact information			1	2			3	\$430.00
2 Gather and document Quality Level D			1	2			3	\$430.00
3 Gather and document Quality Level C			1	2			3	\$430.00
4 Compile As-built information provided by the utility owners			1	2			3	\$430.00
5 Coordinate, communicate, & conduct meetings concerning adjustments		2	4	4			10	\$1,540.00
6 Utility Inventory/Conflict Matrix		2	4	6			12	\$1,810.00
7 Assist with utility conflict analysis and resolution			6				6	\$960.00
Total	0	4	18	18	0	0	40	\$6,030.00
C. Project Management/Specs/Agencies & Team Coordination/Quantities/Misc								
1 Overall Project Management/Team Coordination/ Project Controls	4	4				8	16	\$2,380.00
2 Coordination - TIRZ 3	6	6					12	\$2,430.00
3 COH/Coordination/meetings/approvals/signatures	4	8					12	\$2,340.00
4 Quantities	1	2	4	6			13	\$2,035.00
5 Cost Estimates		2	2	4			8	\$1,220.00
6 Project Manual & Specifications - Update		2	4	6			12	\$1,810.00
Total	15	24	10	16	0	8	73	\$12,215.00
TOTAL HOURS	15	36	52	82	92	8	285	
Contract Labor Rate	\$225.00	\$180.00	\$160.00	\$135.00	\$135.00	\$95.00		
TOTAL LABOR COSTS BASIC ENGINEERING SERVICES	\$3,375.00	\$6,480.00	\$8,320.00	\$11,070.00	\$12,420.00	\$760.00		\$42,425.00

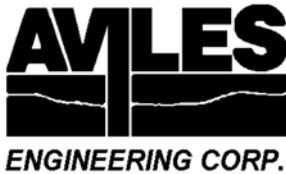
III. SUBCONTRACTED/ADDITIONAL ENGINEERING SERVICES

DESCRIPTION OF WORK TASKS	COST	SUB MGMT	TOTAL
1 Geotechnical Investigation - Aviles Corporation (Exhibit C)	\$48,621.00	10%	\$53,483.10
2 Bridge Design - Aguirre & Fields (Exhibit D)	\$113,388.00	10%	\$124,726.80
3 Landscaping Architectural Services - SWA (Exhibit E)	\$41,925.00	10%	\$46,117.50
TOTAL SUBCONTRACTED ENGINEERING SERVICES			\$224,327.40

IV. EXPENSES

EXPENSES	QUANTITY	UNIT	COST	TOTAL
1 Printing, Reproduction and Mileage	1	LS		\$747.60
TOTAL REIMBURSABLE EXPENSES				\$747.60

PROJECT TOTAL	\$267,500.00
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April 25, 2023

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

Re: Geotechnical Investigation Proposal
Montrose Tax Increment Reinvestment Zone (TIRZ 27)
Montrose Blvd Improvements
Shared Use Path Bridge over Allen Parkway
WBS No. N-T27000-0005-7
Houston, Texas
AEC Proposal No. G2023-02-09R1

Dear Mr. Greaney,

Aviles Engineering Corporation (AEC) is pleased to present this geotechnical investigation proposal for the Montrose Tax Increment Reinvestment Zone's (TIRZ 27) proposed Montrose Boulevard Improvements project, which includes a Shared Use Path (SUP) Bridge that will cross over Allen Parkway on the east side of Montrose, in Houston, Texas (Houston/Harris County Key Map No.: 493 J, N, S, &W). Based on the provided information, the SUP Bridge will be located in the gap between the Montrose Boulevard main lane bridge and the east-side Allen Parkway U-turn bridge. The proposed bridge will be approximately 95 feet long and more than likely 2 spans. Since Allen Parkway is an underpass beneath Montrose Boulevard, the bridge clearance will be approximately 13 feet from the deck to Allen Parkway, according to Google Earth. According to Aguirre and Fields (A&F), even though the SUP will be primarily for pedestrians, it will be designed to support vehicles.

According to Chapter 11 of the 2021 COH Infrastructure Design Manual (IDM), AEC proposes to drill a total of two soil borings (Borings B-26 and B-27) for the SUP Bridge, both to 120 feet deep. The boring locations are shown on the attached Proposed Boring Location Plan. The total drilling footage is 240 feet. AEC also proposes to install one piezometer (Piezometer PZ-6) to 40 feet to monitor ground water levels for up to 30 days along the alignment. We will perform a site reconnaissance prior to drilling and mark the boring locations. We will contact the Texas 811 System to confirm utility locations; however, Texas 811 does not locate water, sanitary, or storm sewer lines. We request that drawings showing existing underground utilities along the project alignment be provided to AEC prior to starting field work.

Based on Google Earth, AEC anticipates that both of the borings can be access using a truck-mounted drill rig, and both of the borings will require extensive traffic control, since the borings are located within the intersection of Montrose Boulevard and Allen Parkway, and both roads are major thoroughfares with heavy traffic. Pavement coring will be required for both of the borings. We will use a traffic control company to provide traffic control during drilling. We will perform the borings in accordance with Texas Department of Transportation (TxDOT) Field Exploration guidelines, including performing Texas Cone Penetrometer (TCP) tests at 5 foot intervals throughout the borings. We will also collect samples continuously in the top 20 feet of the borings and then at 5 foot intervals thereafter to the boring termination depths. Undisturbed samples will be obtained of cohesive soils by pushing a Shelby tube (ASTM D-1587). Standard Penetration Test samples will be obtained of granular soils (ASTM D-1586). Representative portions of all soil samples will be sealed, packaged, and transported to our laboratory. We will note any visual evidence or odor indicating hazardous materials if encountered in the samples. Water level readings will be noted during



drilling and obtained upon completion of drilling; boreholes located on pavement will be grouted with cement-bentonite upon completion of drilling and the pavement patched with non-shrink grout. We will obtain 24-hour and 30-day water level readings in the piezometer; the piezometer will be plugged once the water readings are completed (piezometer installation and plugging report will be provided).

Laboratory testing may consist of moisture contents, Atterberg limits, percentage passing No. 200 sieve, sieve analysis, and unconfined compression, and unconsolidated-undrained (UU) triaxial tests depending on the soil types encountered. We will also perform 2 consolidated-undrained (CU) triaxial tests for retaining wall global stability analyses (if needed).

We will analyze the field and laboratory data to provide a geotechnical engineering report that includes: (i) boring logs with existing pavement and base thicknesses, subsurface soils and ground water depth encountered in the borings; (ii) recommendations for bridge foundations, including foundation type, axial capacity versus depth, uplift capacity versus depth, LPile soil parameters, and estimated settlement; (iii) evaluation if the bridge foundation construction will have an impact on the existing Allen Parkway retaining walls at the bridge location, plus global stability analyses of the retaining walls, if necessary and (iv) construction and groundwater control guidelines for the proposed improvements.

The estimated total lump sum fee for our services is **\$48,621.00**, as presented on the Itemized Fee Estimate in the Attachments. The fees are based on the following assumptions: The fee assumes a truck rig can reach the boring locations and the field personnel will use Level D during the field exploration; (ii) any right-of-way for private property access for drilling will be provided to AEC at no charge; (iii) buggy rig mobilization, standby time, safety training, surveying, tree clearing, fence removal/restoration, working with hazardous materials, environmental sampling/testing/evaluation, and plan/specification review are not included in the above fee.

We will mark the boring locations, contact Texas 811 to locate and clear utilities, and apply for COH lane closure permits within 1 to 2 weeks after we receive notice to proceed. We will mobilize the drill rig within 2 to 3 weeks after the boring locations are marked, utilities are cleared, and lane closure permits are provided. Drilling will take approximately 1 week to complete. The laboratory soil testing will require approximately 5 weeks after completion of drilling (due to the CU tests). We will provide a draft geotechnical report approximately 2 weeks after laboratory testing is completed and necessary project drawings are provided to AEC. We will provide the final geotechnical report approximately 2 weeks after review comments from COH are received. The geotechnical reports will be provided as an electronic copy. The provided time frame is an estimate based on AEC's current schedule at the time this proposal was written and will remain valid for 60 days from the date of the proposal. If project authorization is received after 60 days, then the schedule estimated herein may be subject to change.

If any of the project details described in this proposal are incorrect or the scope described or the assumptions listed need to be revised, please inform us immediately so we can revise the proposal as necessary. To authorize us to proceed with the proposed geotechnical services, please issue us an updated Subconsultant agreement or Professional Services Contract to proceed with the services clearly reflecting the scope of services to be performed and referencing this proposal.

We appreciate the opportunity to present this proposal, and look forward to working with you.

TIRZ 27
Montrose Blvd Improvements, Shared Use Path Bridge over Allen Parkway
WBS No. N-T27000-0005-7
Houston, Texas
AEC Proposal No. G2023-02-09R1

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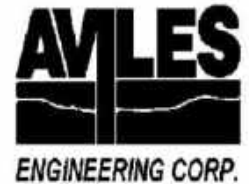
Respectfully Submitted,
AVILES ENGINEERING CORPORATION
(TBPELS FIRM REGISTRATION NO. F-42)

A handwritten signature in black ink, appearing to read "Wilber L. Wang".

Wilber L. Wang, P.E.
Senior Engineer

Attachments: Itemized Fee Estimate and Boring Location Plan

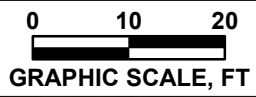
Geotechnical Investigation
TIRZ 27 Montrose Blvd Improvements
Shared Use Path Bridge Crossing Allen Parkway
COH WBS No. N-T27000-0005-7
Houston, Texas
AEC Proposal No. G2023-02-09R1
04/25/2023



ITEMIZED FEE ESTIMATE

2 Borings total (B-26 and B-27): 2@120'; 1 Piezometers total (PZ-6): 1@40'

A. FIELD EXPLORATION	QTY	UNIT		RATE	AMOUNT
Truck Rig Mobilization/Demobilization	1	LS	@	\$400.00	\$400.00
Field Coordination and Utility Checking (Project Geologist)	10	hrs.	@	\$133.00	\$1,330.00
Mark Borings & Site Reconnaissance (Project Geologist)	6	hrs.	@	\$133.00	\$798.00
Fault Evaluation (Project Geologist)	0	hrs.	@	\$133.00	\$0.00
Pavement Coring (6" dia, 6" thick core, min charge \$600)	2	ea.	@	\$102.00	\$204.00
Pavement Coring (6" dia, 6"-18")	24	inch	@	\$9.00	\$216.00
Soil Drilling and Continuous Sampling (0 to 20 ft)	40	ft.	@	\$24.00	\$960.00
Soil Drilling and Intermittent Sampling (20 to 50 ft)	60	ft.	@	\$20.00	\$1,200.00
Soil Drilling and Intermittent Sampling (50 to 100 ft)	100	ft.	@	\$24.00	\$2,400.00
Soil Drilling and Intermittent Sampling (100 to 120 ft)	40	ft.	@	\$42.00	\$1,680.00
THD Cone Penetration Test	48	ea.	@	\$28.00	\$1,344.00
Grouting Holes (Cement-bentonite)	200	ft.	@	\$8.00	\$1,600.00
Install Piezometers	40	ft.	@	\$18.00	\$720.00
Metal Piezometer Covers	1	ea.	@	\$68.00	\$68.00
Piezometer Monitoring (Technician)	5	hrs.	@	\$80.00	\$400.00
Plug and Abandon Piezometers	40	ft.	@	\$16.00	\$640.00
On-site Standby Time, if incurred (2-man Crew)	0	hrs.	@	\$200.00	\$0.00
Vehicle Charge (Maximum 8 hours/day)	48	hrs.	@	\$9.00	\$432.00
	SUBTOTAL				\$14,392.00
B. ALLOWANCE					
Coordination for Traffic Control (Project Geologist)	6	hrs.	@	\$133.00	\$798.00
Traffic Control (Off-Duty Officer for Piezometer Readings/Plugging)	6	hrs.	@	\$50.00	\$300.00
Traffic Control along COH Streets (including Tax)	6	days	@	\$1,850.00	\$11,100.00
	SUBTOTAL				\$12,198.00
C. GEOTECHNICAL LABORATORY TESTING					
Atterberg Limits (ASTM D-4318)	15	ea.	@	\$68.00	\$1,020.00
Passing No. 200 Sieve (ASTM D-1140)	15	ea.	@	\$52.00	\$780.00
Sieve Analysis w/o Hydrometer (ASTM D-422)	4	ea.	@	\$62.00	\$248.00
Moisture Content (ASTM D-2216)	60	ea.	@	\$10.00	\$600.00
Unconfined Compression (ASTM D-2166)	2	ea.	@	\$50.00	\$100.00
Unconsolidated-Undrained Triaxial (ASTM D-2850)	13	ea.	@	\$69.00	\$897.00
Consolidated-Undrained Triaxial (ASTM D-4767)	2	ea.	@	\$1,800.00	\$3,600.00
	SUBTOTAL				\$7,245.00
D. PROJECT MANAGEMENT, ENGINEERING ANALYSES, & REPORT					
Principal Engineer, P.E.	6	hrs.	@	\$210.00	\$1,260.00
Senior Engineer, P.E.	14	hrs.	@	\$170.00	\$2,380.00
Project Engineer, P.E.	40	hrs.	@	\$133.00	\$5,320.00
Staff Engineer, EIT	42	hrs.	@	\$105.00	\$4,410.00
Drafting	3	hrs.	@	\$68.00	\$204.00
Reproduction (electronic copies only)		copies	@	\$40.00	\$0.00
	SUBTOTAL				\$13,574.00
E. MEETINGS/CONFERENCE CALLS					
Senior Engineer, P.E.	4	hrs.	@	\$170.00	\$680.00
Project Engineer, P.E.	4	hrs.	@	\$133.00	\$532.00
	SUBTOTAL				\$1,212.00
	TOTAL ESTIMATED FEE				\$48,621.00



Notes:
 1. Boring locations may be adjusted as necessary in field for traffic control purposes or to avoid underground utility conflicts.

PZ-6 (40')
 B-27 (120')



Approximate Shared Use Path (SUP) footprint



Montrose Blvd

Montrose Blvd

Allen Parkway

B-26 (120')



Montrose Boulevard Improvements, Segment 1



LEGEND:
 PZ-# (X')
 B-# (X') **PROPOSED PIEZOMETER (DEPTH IN FEET)**
 **PROPOSED BORING (DEPTH IN FEET)**

AVILES ENGINEERING CORPORATION		
PROPOSED BORING LOCATION PLAN		
TIRZ 27 – MONTROSE BOULEVARD IMPROVEMENTS		
SUP BRIDGE CROSSING ALLEN PARKWAY		
COH WBS NO. N-T27000-0005-7		
HOUSTON, TEXAS		
AEC PROPOSAL NO.:	DATE:	SOURCE DRAWING PROVIDED BY:
G2023-02-09	02-21-2023	GOOGLE
APPROX. SCALE:	DRAFTED BY:	PLATE NO.:
1" = 20'	WLW	PLATE 1



April 24, 2023

Muhammad Ali
Gauge Engineering
11750 Katy Fwy
Houston, TX 77079

Re: Letter of Proposal for Gauge Engineering

We appreciate the opportunity to submit this letter of proposal to Gauge Engineering for the Montrose Blvd Improvement project. The scope of work is to add a separate pedestrian bridge on the east side of Montrose bridge over Allen Parkway to accommodate a shared use path.

I. Scope of Work

Aguirre & Fields, LP will be responsible for the following services:

A. Final Design Phase Services – plans including:

Bridge:

- Prepare Bridge Layout
- Prepare Bridge Typical Sections
- Prepare Bridge Estimated Quantities
- Prepare Foundation Layouts and Design Foundations
- Prepare Abutment Plan/Elevation and Details
- Prepare Bent Plan/Elevation and Details
- Prepare Framing Plan
- Prepare Concrete Unit
- Prepare Bridge Lighting Details
- Prepare Cost Estimate

Project Management:

- Site Visit
 - One (1) site visit by staff to observe existing conditions
- Project Coordination Meetings
 - Five (5) meetings are expected for coordination
- Comment/Response Resolution
 - Two (2) rounds of comment and response resolution is expected.

Aguirre & Fields will inform Gauge Engineering if changes in the Scope of Work are required due to significant project changes or should the design become unusually complex.

II. Information Required

1. Preliminary Geotechnical Information:
 - a. Estimated design values for drilled shafts.
2. As-Built Structural Plans & Details of both adjacent bridges and retaining walls

April 24, 2023

Page 2 of 2

3. Survey of Existing Conditions:
 - a. Existing ground TIN file
 - b. Utility locations
 - c. Existing bridge deck edges, deck joints, bent caps, and columns.
4. Subsurface Utility Mapping
5. Roadway Horizontal & Vertical Alignments
6. Roadway Typical Sections

III. Proposed Fee

The total proposed fee for the above defined Service is: **\$ 113,388**. All services to be provided on a lump sum basis with hours and rates shown on attached fee estimate.

Final Design Phase Total \$ 113,388

Thank you for the opportunity to submit this proposal and looking forward to assist Gauge on this important project.

Mahsa Arastoo

Mahsa Arastoo, P.E.
Aguirre & Fields, LP

Exhibit E

SWA Houston

The Jones on Main
712 Main Street, 6th Floor
Houston, Texas
77002
+1.713.868.1676
www.swagroup.com

May 1, 2023
Revised 2 May 2023

Gauge Engineering
11750 Katy Freeway, Suite 400
Houston, Texas 77079
Tel. 832.318.8800

Attention: Muhammad Ali, PE, EVN SP, Principal

Re: Montrose Boulevard Segment I –Allen Parkway Pedestrian Crossing
(SWA Project GGEt301)

Gentlemen:

We are pleased to submit the following proposal for Professional Services in connection with the project referenced above (“Project”).

This Agreement is by and between SWA Group (“SWA”), a California corporation, and Gauge Engineering (“Client”), Houston, Texas.

SWA shall provide professional services and coordination with the Client on the project referenced above, the location of which is indicated on Exhibit A, 2022-10-19 Montrose Blvd. Roadway Schematic received from the Client on 27 October 2022, and attached by reference.

I. APPROACH AND UNDERSTANDING

SWA understands that the Principal Clients, Houston Downtown Redevelopment Authority and the Montrose Redevelopment Authority, are contracting with the Client to design and bid a pedestrian crossing at Montrose Blvd. and Allen Parkway on the east side of this roadway intersection. The proposed crossing is part of the larger improvements to Montrose Blvd. being undertaken by the Montrose Redevelopment Authority. The Client wishes to sub-contract certain scopes of work for architectural and aesthetic treatments of the proposed crossing. SWA understands the current estimated duration of the Project is seven months for design and bidding, followed by the construction period. SWA further understands that the Project will be incorporated into the single bid package for the Montrose Blvd. improvements by the Montrose Redevelopment Authority.

II. SCOPE OF SERVICES

SWA will work collaboratively with the Client through the design process and each of the submittals at 30%, 60% and 90%, and for the bid phase as part of this Scope of Services.

A. Preliminary Design / 30% Submittal:

During the Preliminary Design Phase, SWA will provide design support to the Client to define the Project’s key design parameters. This will include: a) preparation and attendance at one (1) design workshop with the Client and Key Stakeholders (Principal Clients and others to be identified and

confirmed) to confirm the design concept(s); and, b) one (1) community engagement event to feature the proposed Project's conceptual design. SWA will coordinate its preparation for both the work shop and engagement event with the Client and the Client's other design consultants including structural engineering and traffic engineering. For the workshop, SWA will prepare design documents in the form of sketch plans and sections to investigate and illustrate the design conditions, opportunities and challenges. For the community engagement event, SWA will prepare one (1) overall illustrative plan two (2) ground-level perspective renderings. SWA will coordinate with the Client on the 30% design submittal using the above design documents. SWA will also attend coordination meetings as necessary (up to 2), and work with the Client to develop a preliminary estimate of probable cost as part of this Phase.

(SWA Fee for this Phase: \$15,580.00)

B. Final Design Phase / 60% and 90% Submittals:

Bridge (Architectural / Hardscape):

During the Design Phase, SWA will coordinate with the Client to prepare working drawings for the 60% and 90% submittals. SWA will receive and address comments through drawing revisions, attend coordination meetings as necessary (up to 2), respond to comments from various agencies' reviews (one round of revisions), and update the estimate of probable cost in coordination with the Client for the two submittals. (SWA Fee for this Phase: \$24,765.00)

C. Bid Phase:

Bridge (Architectural / Hardscape):

SWA shall attend a pre-bid meeting and assist the Client in reviewing and evaluating bids.

Services including attendance at a pre-bid meeting and responding to prospective contractors' queries.

(SWA Fee for this Phase: \$1,580.00)

D. Construction Observation Phase:

(To be provided under a separate agreement)

E. Consultants Contracted to SWA

SWA will not be retaining the services of any professional consultants.

III. DEVELOPMENT BUDGETS

- A. No budget has been proposed for the Project. The fee quoted in this proposal is based, in part, upon our understanding of the present, general intent of the Project.

IV. DESIGN APPROVAL

Muhammad Ali has been designated as the person responsible for completion of design for this project; however, the Principal Clients, have the ultimate authority for design approval. In the

event that the design is rejected by the Principal Clients, and re-design is required, such re-design services shall be compensated as Additional Services with prior authorization the Client.

V. MEETINGS AND CONSTRUCTION SITE VISITS

- A. This proposal includes Professional Service time for up to six (6) in-person meetings or web/video conference meetings for coordination or presentations with the Client, Principal Clients, agencies, and consultants.
- B. Additional meetings or site visits, if required, shall be provided as Additional Services. Travel expenses shall be billed as Reimbursable Costs as listed in Appendix A.

VI. EXCLUSIONS TO SCOPE OF SERVICES

The Client shall provide the following information or services as required for performance of the work. SWA assumes no responsibility for the accuracy of such information or services and shall not be liable for error or omissions therein. Should SWA be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

- 1. Topography and boundary surveys.
- 2. Soils testing and/or engineering.
- 3. Finish grading provided by the Client's Civil Engineer.
- 4. Existing site engineering and utility base information.
- 5. Engineering other than that provided within the Scope of Services.
- 6. Site environmental studies and documentation.
- 7. Planting design.
- 8. Irrigation design.
- 9. Waterproofing design.
- 10. BIM/REVIT or similar.
- 11. LEED documentation preparation and analyses.
- 12. Graphic and/or signage design.
- 13. Renderings other than that provided within the Scope of Services
- 14. Lighting design.
- 15. Permitting, permit expediting, code review, TDLR.
- 16. Construction phase services.
- 17. Any item not specifically addressed in this proposal.

VII. FEES AND TERMS

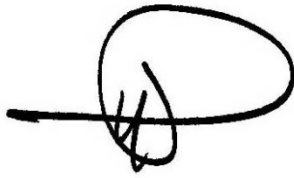
Services described above for Preliminary Design, Final Design, and Bid Phases shall be provided for the fixed sum of \$41,925.00 and in accordance with the terms and conditions in Appendix A attached hereto and which is incorporated and made part of this Agreement by reference. Typical expenses are included in the fee.

We would be pleased to answer questions you may have or to clarify the various points above.

If this proposal meets with your approval, please sign below and return one copy for our files.

Sincerely yours,

SWA Group



James Vick, AIA
Principal / Contracting Officer
Architect, TX License #10477



Scott McCreedy, PLA, ASLA
Principal / Principal-In-Charge
Landscape Architect, TX License #3056

Architects and Landscape Architects are licensed by the State of Texas.

Accepted: Gauge Engineering

By: _____

Name: _____

Title: _____

Email: _____

Date: _____

In order to expedite invoicing, please indicate the following:

Billing Address:

Company Name: _____

Address: _____

Attention: _____

Your reference name/number:

Your Purchase Order or Contract Number reference for invoicing:

APPENDIX A

Appended to and part of Agreement for Professional Services between SWA Group (SWA) and Gauge Engineering (the Client), dated May 1, 2023.

FEES FOR PROFESSIONAL SERVICES

Services outlined under the Scope of Services shall be provided for the fixed sum stipulated in the Agreement for Professional Services.

REIMBURSABLE COSTS

The following costs are included in the Fee for Professional Services:

Cost of copies of drawings, specifications, reports and cost estimates; xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract.

The following costs shall be reimbursed at cost plus ten percent (10%) and are not included in the Fee for Professional Services:

- A. Cost of commercial carrier and public transportation, lodging, car rental and parking, subsistence and out-of-pocket expenses. Private automobile travel at the IRS-allowable rate at the time of traveling.
- B. Cost of postage and shipping expenses other than first class mail.
- C. Special renderings, special process printing, special equipment, special printed reports or publications, maps and documents, requested by the Client and approved in writing.

ADDITIONAL SERVICES

Provided SWA has been paid per this agreement, Additional Services may be provided on a time basis computed by the number of hours spend in connection with the referenced project. The following principal(s) are committed to this project:

Principals	Rate / Hour
James Vick	\$285
Scott McCready	\$265

Other principals, if used on this project, have rates ranging from \$200 to \$316 an hour. These rates are applicable for six months from the date of the Agreement for Professional Services, but may be increased subsequently without written notice.

Current staff rates range between \$85 and \$190.

Additional Services are any services not included within the contract scope and include but are not limited to:

- A. Making planning surveys, feasibility studies, and special analyses of the Client's needs to clarify

requirements for project programming.

- B. Master planning.
- C. Site planning.
- D. Preparation of technical sections of specifications in other than Construction Specifications Institute (CSI) format.
- E. Revisions and changes in drawings, specifications or other documents when such revisions are inconsistent with approvals or instructions previously given by the Client; required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or the preparation of alternates or deductive change orders requested by the Client.
- F. Repackaging or modifications to plans due to changes by other consultants following completion of SWA's 100% construction documents.
- G. Plan preparation for and construction observation of portions of a project let on a segregated bid basis or to be phased during construction.
- H. Services with respect to replacement of any work damaged during construction.
- I. Services required as a result of the default or insolvency of contractor.
- J. Preparation of as-built drawings, record drawings or of measured drawings of existing conditions.
- K. Providing prolonged construction observation should the construction time be substantially extended through no fault of SWA.
- L. Providing services if, in Guaranteed Maximum Price (GMP) projects, the construction budget for SWA scope items is reduced through no fault of SWA.
- M. Providing services if, in "fast-track" projects, revisions to design or construction documents are required because of prior construction commitments or changes required in the construction process or phasing outside the control of SWA.
- N. Cost of review as to form of lenders documents, certifications and consents to assignment requested of SWA during the term of this Agreement.
- O. Fees for additional consultants not included in SWA's Basic Services and retained with the approval of the Client.
- P. In-house professional photography or drone photography.
- Q. 3D printing.

STATEMENTS

Fees for Professional Services shall be billed monthly for progress payment based upon percentage of work complete. Reimbursable Costs shall be billed with fee invoices.

ACCOUNTS

Accounts are payable net thirty (30) days from date of invoice at our office in Sausalito, California. A

cash discount of 1% of invoice amount may be taken on accounts paid within thirty (30) days of invoice date. A service charge of 1.25% of invoice amount per month (15% annual rate) will be applied to all accounts not paid within sixty (60) days of invoice date.

INSURANCE

At all times during the performance of its services under this Agreement, SWA shall maintain in full force and effect the following insurance, with the coverages and limits specified:

- A. Workers' compensation insurance, including occupational disease, in accordance with the statutory requirements set forth by the state in which the work is to be performed, and employer's liability insurance covering all of SWA's employees engaged in the performance of this Agreement, in the sum of \$1,000,000.00.
- B. Commercial general liability insurance, including Landscape Architect protective liability and contractual liability insurance, covering death or bodily injury and property damage of \$1,000,000.00 for any one accident, bodily injury and property damage combined single limit.
- C. Commercial automobile liability insurance covering SWA for claims arising from hired and non-owned vehicles covering death or bodily injury and property damage with limits of \$1,000,000.00 for any one accident, bodily injury and property damage combined single limit.
- D. Professional liability (errors and omissions) insurance, on a claims-made basis, with limits of \$2,000,000.00 per claim and \$4,000,000.00 in the aggregate.
- E. Certificates of insurance covering any or all of the above insurance required to be maintained by SWA shall be provided to the Client upon written request.
- F. Should the Client request in writing that modifications be made to the stated policy limits or deductibles, SWA shall use its best efforts to have its insurers accommodate such modifications. All charges and additional premiums levied by insurers for such modifications shall be paid by the Client in advance.
- G. Upon written request by the Client, SWA shall use its best efforts to have the Client named as an additional insured on the Commercial general liability and Commercial automobile liability policies described above, subject to acceptance by the insurer.

INDEMNIFICATION

- A. To the extent of available coverage under the insurance coverage as provided in this Agreement, SWA shall indemnify and save harmless (but not defend) the Client against any and all loss, liability and damages arising out of any claim, suit or legal proceeding to recover damages for wrongful death, bodily injury, illness or disease, or injury to, or destruction of property to the extent caused by the negligent errors or omissions or willful misconduct of SWA, its subcontractors, agents or employees.
- B. The Client shall indemnify and save harmless SWA from and against any and all loss, liability and damage arising out of any claim, suit or legal proceeding to recover damages for wrongful death, bodily injury, illness or disease, or injury to, or destruction of property, to the extent caused by or

attributable to:

1. The negligent errors or omissions or willful misconduct of the Client, its contractors, subcontractors, agents or employees.
2. Any hazardous substance, condition, element or material, or any combination of the foregoing, produced by the Client; or emitted intentionally or unintentionally from the property on which the project is located or from the facilities to be designed; or specifically required by the Client to be used or incorporated by SWA into the work to be performed by SWA. SWA shall not be under any duty or obligation to investigate for the existence of such conditions, and shall not be responsible for any failure to discover such conditions.
3. Failure of the Client to provide information or services required to be provided by the Client under the terms of this Agreement or from any inaccuracy, error or omission in such information or services.
4. Any claim asserted by an individual Home Owner or a Homeowners' Association formed for or associated with this project or any portion of this project, except to the extent caused by the negligence of SWA, its subcontractors, agents or employees. The Client's obligation to indemnify SWA under this clause shall include (without limitation) reimbursement to SWA for all reasonable costs incurred in the defense of such claims, including attorneys' fees incurred in connection with any appeal of a legal action, and all reasonable settlement costs, unless SWA is found to be negligent with respect to such claim under the dispute resolution procedures agreed to in this Agreement, upon which finding the Client shall have no duty to reimburse SWA for any such damages or costs which are attributable to SWA's negligence.

STANDARD OF CARE

The standard of care applicable to this Agreement shall be that level of care and skill ordinarily practiced by professionals practicing in the same discipline, location, and at the same time as the services provided by SWA.

LIMITATION OF LIABILITY

The Client agrees, to the fullest extent permitted by law, to limit the liability of the SWA and SWA's officers, directors, partners, employees, shareholders, owners and subconsultants (the SWA Parties) for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the SWA Parties shall not exceed \$50,000.00, or one half (½) of the Architect's total stipulated fee for the services rendered under this Agreement, whichever amount may be greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

CONFIDENTIALITY

SWA will take reasonable precautions to protect and maintain the confidentiality of any information supplied by the Client during the course of this Agreement which is identified in writing by the Client as being confidential information, except to the extent that disclosure of such information to third parties

is necessary in the performance of SWA's services. This clause shall not apply to any information which is in the public domain, or which was acquired by SWA prior to the execution of this Agreement, or obtained from third parties under no obligation to the Client.

RIGHT TO SUSPEND SERVICES

SWA shall have the right to suspend services on this project if (a) the parties have not executed a written contract for SWA's services and unpaid invoices have been rendered with an aggregate balance exceeding \$5,000.00; or (b) unpaid project invoices over ninety (90) days old exceed \$5,000.00 in the aggregate.

AUTHORIZATION TO PROCEED

If SWA is authorized to commence and/or continue providing its services on the project, either verbally or in writing, prior to the full execution of a written contract, such authorization shall be deemed an acceptance of this proposal, and all such services shall be provided and compensated for in accordance with the terms and conditions contained herein as though this proposal were fully executed by the Client.

OWNERSHIP OF DOCUMENTS

Original drawings and other documents, as instruments of professional service, are the property of SWA. None of them is to be used on other projects except by written agreement of SWA. One reproducible set of final documents will be furnished to the Client upon request. The Client has license to use/reproduce for purposes of this project provided payments are made to SWA when due.

ESTIMATES OF PROBABLE COST

As SWA has no control over construction costs or contractor's prices, any construction cost estimates are made on the basis of the SWA's experience and judgment as a design professional; but SWA cannot and does not warrant or guarantee that contractor's proposals, bids or costs will not vary from its estimates.

DOCUMENTS FURNISHED IN ELECTRONIC MEDIA

Drawings and data provided to SWA in digital format must be in a form acceptable to SWA. Drawing files shall be in AutoCAD dwg format version 2004 or higher, or an SWA-approved alternative. All files must be created with a legal license. As restricted by copyright law, SWA cannot accept any dwg or other file generated under an educational AutoCAD software license.

Instruments of professional service provided by SWA in electronic media form, once released by SWA, may be subject to inaccuracies, anomalies and errors due to electronic translation, formatting or interpretation. SWA is not responsible for errors and omissions because of these conditions, nor for those resulting from conversion, modification, misinterpretation, misuse or reuse by others after electronic media is released by SWA.

CURRENCY

All payments to SWA will be made in lawful United States currency, free and clear of any taxes, liens or deductions of any type. The Client will reimburse SWA if any such assessments occur.

CREDITS/ACKNOWLEDGMENTS

SWA shall be given proper credit and acknowledgments for all services rendered including, but not

limited to, planning, design and implementation. Proper credit shall be defined as being named by the Client (or their agent/client) in project identification boards, published articles, promotional brochures, social media and similar communications.

FORCE MAJEURE

SWA shall not be responsible for any delay in the performance or progress of the work, or liable for any costs or damages sustained by the Client resulting from such delay, caused by any act or neglect of the Client or the Client's representatives, or by any third person acting as the agent, servant or employee of the Client, or by changes ordered in the work, or as a result of compliance with any order or request of any federal, state or municipal government authority or any person purporting to act therefore, or by acts of declared or undeclared war or by public disorder, riot or civil commotion, or by any other cause beyond the reasonable control and without the fault or negligence of SWA. In the event of any such delay, SWA shall proceed with due diligence to alleviate such delay and continue the performance of all obligations under this Agreement. The time during which SWA is delayed in the performance of the work, shall be added to the time for completion of its services to the extent such time is specified in this Agreement. All additional costs or damages resulting from any delay in the performance or progress of the work caused by any act or neglect of the Client, its agents or representatives, shall be borne entirely by the Client.

LAW

This Agreement shall be interpreted and enforced according to the laws of the State of Texas.

VALIDITY

Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of the Agreement are declared to be severable.

DISPUTE RESOLUTION

Any controversy, claim or dispute arising out of or relating to the interpretation, construction, or performance of this Agreement, or breach thereof, shall be referred to voluntary, nonbinding mediation to be conducted by a mutually acceptable mediator prior to resorting to arbitration pursuant to the JAMS Arbitration Rules then in effect. Arbitration through JAMS shall be the sole and exclusive venue for any dispute and the Client waives any right to challenge such jurisdiction. The Prevailing Party—defined as the party ultimately more successful relative to the final offer or demand—shall be entitled to recover its reasonable attorneys' fees and costs. All disputes shall be governed by the law of the jurisdiction where the project is located.

SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement shall be binding upon the Client and its successors and assigns and upon SWA, its successors and assigns. Neither party shall assign nor transfer its interest in this Agreement or any part thereof without the written consent of the other party.

TERMINATION AND WORK STOPPAGE

It is understood that these services may be terminated upon ten (10) days' written notice for good reason by either party. In this event, SWA shall be compensated for all work performed prior to date of

termination at the rates set forth above. Additionally, in the event that the Client stops the project for longer than thirty (30) days, SWA will be compensated for all work which has been performed by SWA prior to the date of work stoppage and payment shall be paid by the Client for such work to SWA within thirty (30) days of SWA's invoice to the Client for those services rendered.

If the Project is suspended or not active for more than nine (9) months, SWA may, at its discretion, re-negotiate with the Client its compensation hereunder.

REVOCATION

This proposal shall be considered revoked if acceptance is not received within ninety (90) days of the date hereof. If SWA does not receive a signed copy within this period, SWA reserves the right to revise the fees.

ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations, by any party which are not embodied herein and that no other agreement, statement or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties.

JURISDICTION

The Texas Board of Architectural Examiners (TBAE) has jurisdiction over complaints regarding the professional practices of persons registered as Landscape Architects in Texas. TBAE may be reached at:

P.O. Box 12337
Austin, Texas 7871102331
512-305-9000
www.tbae.state.tx.us

END

Montrose Redevelopment Authority 2023 and 2024 Pursuit of Funding

May 2023

The Goodman Corporation (TGC) has developed and submitted several grant applications for the Montrose Redevelopment Authority in 2022 and 2023. These include submissions through the TxDOT Transportation Alternatives Program, a FY23 USDOT RAISE grant application, as well as FY24 Appropriations application.

This scope of services will facilitate two items:

- It will continue to provide TGC with resources, via a monthly set fee, to scan, research, identify and provide the Montrose Redevelopment Authority Board of Directors with monthly reports on funding opportunities and programs that fit within the organization's mission and goals. This set fee will also enable TGC to participate in a variety of Authority committee meetings, ad-hoc meetings, and other activities related to understanding new and ongoing projects and initiatives the Authority is endeavoring towards.
- It will provide a renewed budgetary allocation so that upon concurrence of the Projects Committee, TGC can complete individual grant applications and detailed work related to funding pursuit itself. This budgetary amount is meant to provide TGC with the resources, flexibility, and expediency necessary to develop and submit grant pursuit documentation given tight timeframe requirements.

Task 1 – Monitor and Present Funding Opportunities

Description: TGC will actively monitor, review, and synthesize Notices of Funding Opportunity (NOFO) from a variety of regional, state, and federal agencies related to funding programs which the Authority may be interested in pursuing.

Entities and opportunities that TGC will monitor include, but are not limited to:

- Congressionally directed funding opportunities
- Economic Development Administration
- Environmental Protection Agency
- Federal Emergency Management Administration
- Federal Highway Administration, Federal Transit Administration
- General Land Office
- Houston-Galveston Area Council
- National Not for Profits
- Texas Department of Emergency Management
- Texas Department of Transportation

- Texas Parks and Wildlife Department
- Texas Water Development Board

TGC will coordinate with the Authority staff, committees, and consultants on projects, project development, and activities monthly or as appropriate to remain engaged on projects and initiatives. This may range from approximately one to three meetings a month, depending on activity and necessity. TGC will discuss projects, goals, objectives, and other pertinent items with federal, state, regional, and local officials, and partners towards funding pursuit as necessary as appropriate.

Finally, TGC will provide a monthly written report to the Authority with information on opportunities and their relevancy. TGC will discuss the applicability and relevancy of opportunities as appropriate. Action on individual opportunities will occur via Task 2.

Task 2 – Pursuit of Funding

Description: Upon concurrence from the Authority, TGC will develop grant applications and related materials inclusive of project narrative documentation, benefits documentation and related appendices, support documentation (and related coordination), technical reports and related graphics and production support. The cost of each effort will be discussed and agreed upon by the Authority’s designee(s) on the individual level of effort, but a general overview is provided in the table below. The resources made available in this task are those that are initially authorized and may be increased or otherwise adjusted upon in the future.

Tier Level (Type of Grant, Per Application)		Approximate Cost Per Application
Tier 1	Grants and opportunities which require only a narrative	\$3,000
Tier 2	Grants which require detailed narrative and a level of basic analysis	\$8,500
Tier 3	Grants which require detailed narrative, coordination related to application portals, basic analysis, project development, and benefits analysis	\$17,500
Tier 4	Grants which require Tier 3 elements along with a more detailed level of analysis and project development. This Tier also requires a higher level of coordination with elected officials and other stakeholders.	\$35,000
Tier 5	Grants which require Tier 4 elements and a higher level of analysis, project development, and benefits analysis. This Tier is inclusive of the highest level of coordination with elected officials and other stakeholders.	\$52,500

Project Schedule

Months												
Task	1	2	3	4	5	6	7	8	9	10	11	12
1												
2												

Project Budget

Task 1 progress payments will be provided monthly per the table below. Task 2 progress payments will be made based on the cost of each individual pursuit of funding effort, as agreed upon prior. 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
2	Monitor and Present Funding Opportunities	Monthly fee of \$2,000 for one year (\$24,000)
3	Pursuit of Funding	Initial Budget Allocation of \$116,500
Total Authorized		\$140,500

Accepted for the Montrose Redevelopment Authority

Signature Date

Print

Accepted for the City of Houston, TX

Signature Date

Print

Accepted for The Goodman Corporation

 May 1, 2023

Signature Date

Jim Webb

Print

TGC GRANT STATUS AS REPORTED TO COH EDD - RELATIVE TO COH TIRZ BETWEEN 2013 AND 2023

Status	Entity	Level 1 - Project Type	Level 2 - Project Category	Level 3 - Funding Source	Level 3 - Funding Agency	Year of Award	Award Amount	Project Location or Description	
Awarded	Montrose Redevelopment Authority	Construction	Roadway	Houston METRO	FTA - 5310	2022	\$492,406	Gray St Sidewalks	
	Montrose Redevelopment Authority	Planning	Community Planning	STBG	H-GAC - Local Call for Projects	2017	\$160,000	Livable Centers Study Grant	
	Memorial Heights Redevelopment Authority	Construction	Roadway	STBG	H-GAC - Local Call for Projects	2020	\$40,000,000	Shepherd Durham Phase 2	
	Memorial Heights Redevelopment Authority	Construction	Roadway	US DOT BUILD	United States Department of Tran	2019	\$25,000,000	Shepherd Durham Phase 1	
	Memorial Heights Redevelopment Authority	Construction	Roadway	Off-System HSIP 2021 Selected Projects	TxDOT	2022	\$761,000	W 19th St	
	Memorial Heights Redevelopment Authority	Construction	Roadway	Highway Safety Improvement Program	TxDOT	2021	\$600,000	Intersection Improvements Yale and Center	
	Memorial Heights Redevelopment Authority	Planning	Roadway	HGAC 2022-2023 UPWP Funding Request	H-GAC - Local Call for Projects	2021	\$700,000	Washington Avenue Corridor Study	
	Old Sixth Ward Redevelopment Authority	Construction	Roadway	HSIP	TxDOT	2023	\$976,500	Sawyer, Center, Washington	
	Gulfgate Redevelopment Authority	Construction	Pedestrian/Bike	Highway Infrastructure Programs	Federal Omnibus Bill	2023	\$1,600,000	SRTS Projects	
	Memorial City Redevelopment Authority	Construction	Drainage/Utilities	EPA Earmark	EPA - STAG Clean Water	2022	\$3,394,000	Detention basin improvement project	
	Memorial City Redevelopment Authority	Construction	Roadway	STBG	H-GAC - Local Call for Projects	2016	\$3,441,600	North Gessner Road (Longpoint to Westview)	
	Memorial City Redevelopment Authority	Construction	Roadway	STBG	H-GAC - Local Call for Projects	2016	\$13,705,600	Memorial Drive (Beltway 8 to Tallowood)	
	Southwest Houston Redevelopment Authority	Construction	Roadway	Highway Infrastructure Programs	Federal Omnibus Bill	2023	\$3,000,000	Harwin Drive and Hillcroft Avenue Intersection Improvements	
	St. George Place Redevelopment Authority	Construction	Roadway	Community Development Fund	Federal Omnibus Bill	2023	\$750,000	Intersection Safety	
	St. George Place Redevelopment Authority	Construction	Roadway	Off-System HSIP 2021 Selected Projects	TxDOT	2022	\$565,000	Zone Wide Safety Improvements	
	Midtown Management District/RDA	Construction	Pedestrian/Bike	TASA	H-GAC - Local Call for Projects	2016	\$2,729,600	Main Street	
	Midtown Management District/RDA	Construction	Pedestrian/Bike	STBG	H-GAC - Local Call for Projects	2016	\$4,115,200	Brazos Street	
	Midtown Management District/RDA	Construction	Pedestrian/Bike	CMAQ	H-GAC - Local Call for Projects	2016	\$1,249,600	Wheeler Area	
	Midtown Management District/RDA	Construction	Roadway	STBG	H-GAC - Local Call for Projects	2013	\$5,560,879	Caroline Street	
	Upper Kirby Management District/RDA	Construction	Pedestrian/Bike	TASA	H-GAC - Local Call for Projects	2016	\$2,818,400	Shepherd Dr - Farnham Street	
	Upper Kirby Management District/RDA	Construction	Pedestrian/Bike	TASA	H-GAC - Local Call for Projects	2016	\$1,908,000	Bissonnet Drive	
	Upper Kirby Management District/RDA	Construction	Roadway	CMAQ	H-GAC - Local Call for Projects	2013	\$3,069,046	Eastside Drive	
	Uptown Management District/UDA	Construction	Transit	CMAQ	H-GAC - Local Call for Projects	2013	\$61,846,500	Post Oak Boulevard	
	Uptown Management District/UDA/MPC	Construction	Pedestrian/Trails	National Recreational Trails Fund	TPWD	2022	\$300,000	Memorial Park Outer Loop Trail	
	COH TIRZ AWARDED							\$178,743,331	
	Pending	Montrose Redevelopment Authority	Construction	Roadway	Highway Infrastructure Programs	Federal Omnibus Bill	2024	\$5,000,000	West Alabama
		Montrose Redevelopment Authority	Construction	Roadway	Highway Infrastructure Programs	Federal Omnibus Bill	2024	\$23,000,000	Montrose Boulevard
Memorial Heights Redevelopment Authority		Planning	Pedestrian/Bike	Highway Infrastructure Programs	Federal Omnibus Bill	2024	\$3,000,000	Sidewalks	
Memorial Heights Redevelopment Authority		Construction	Pedestrian/Bike	Transportation Alternatives	TxDOT	2024	\$400,000	Ped./Bike Planning	
Memorial Heights Redevelopment Authority		Construction	Pedestrian/Bike	HSIP	TxDOT	2023	\$200,000	White Oak Safe Crossing	
Memorial Heights Redevelopment Authority		Construction	Pedestrian/Bike	HSIP	TxDOT	2023	\$800,000	Waugh/Willia Safety	
Gulfgate Redevelopment Authority		Construction	Rail	Grade Crossing Elimination	Federal Railroad Administration	2023	\$800,000	Mykawa Airport & Bellfort Study	
Gulfgate Redevelopment Authority		Construction	Roadway	Partnership Program	Harris County Precinct 2	2023	\$619,000	Mosley Road Reconstruction	
Memorial City Redevelopment Authority		Construction	Roadway	Highway Infrastructure Programs	Federal Omnibus Bill	2024	\$10,000,000	Memorial Drive (Tallowood to Gessner)	
Southwest Houston Redevelopment Authority		Construction	Economic Development	EDI Program	Federal Omnibus Bill	2024	\$8,000,000	Southwest Houston Civic Core	
St. George Place Redevelopment Authority		Construction	Parks	Community Development Fund	Federal Omnibus Bill	2024	\$4,800,000	Anderson Park	
St. George Place Redevelopment Authority		Construction	Roadway	HSIP	TxDOT	2023	\$405,000	Hillcroft	
Midtown Management District/RDA		Construction	Pedestrian/Bike	Highway Infrastructure Programs	Federal Omnibus Bill	2024	\$5,000,000	West Alabama	
Midtown Management District/RDA		Construction	Affordable Housing	Community Development Fund	Federal Omnibus Bill	2024	\$3,500,000	Affordable Housing	
Midtown Management District/RDA		Construction	Roadway	HSIP	TxDOT	2023	\$500,000	McGowen	
Midtown Management District/RDA		Construction	Roadway	HSIP	TxDOT	2023	\$250,000	Pierce	
Upper Kirby Management District/RDA		Construction	Roadway	Highway Infrastructure Programs	Federal Omnibus Bill	2024	\$5,000,000	West Alabama	
Uptown Management District/UDA		Construction	Pedestrian/Bike	Highway Infrastructure Programs	Federal Omnibus Bill	2024	\$10,000,000	West Loop Shared Use Path & Bridge	
Uptown Management District/UDA	Construction	Pedestrian/Bike	Transportation Alternatives	TxDOT	2024	\$17,000,000	West Loop Shared Use Path & Bridge		
COH TIRZ PENDING							\$98,274,000		

Tax Increment Reinvestment Zone (TIRZ) #27 – Montrose

Committee Report Form

Committee Name: Public Engagement and Housing
Combined Committee Meeting

Date of Meeting: 6/8/2023

Chairperson: Lisa Hunt

Attendees:

Lisa Hunt

Eureka Gilkey

Amanda Flores

Jeff Reichman

Connor Stokes

Rosaura Martinez

Gregory Sevcik

Patti Joiner

Walter Morris

Meeting Report**Agenda**

- Hollaway introductions with Public Engagement and Affordable Housing Committee Directors
- TIRZ Audit Presentation from Hollaway
 - Assess the state of current tools the TIRZ possesses
 - Determine priorities for the Public Engagement Committee for the next 12 months
 - Create a timeline for public engagement for the next 12 months
- Jeff Reichman Presentation of Updated Scope
- Develop broad objectives and design for community meeting on Airbnb

Notes

- Hollaway, January Advisors and the Public Engagement Committee Introduced themselves to each other.
- Hollaway presented the TIRZ audit to the Public Engagement Committee (Full audit will be posted to website post TIRZ 27 June 2023 Board meeting)
- Jeff Reichman discussed the past efforts of January Advisors with Hollaway and the Public Engagement Committee
- The Committee discussed an updated scope of services for January Advisors
- The Committee discussed a timeline for all current and future projects involved with the Public Engagement and Affordable Housing Committee

Tax Increment Reinvestment Zone #27 (Montrose TIRZ)

AirBNB Research, Housing Study Update, and Community Engagement Assistance

Scope of Work - June 21, 2023

PROJECT SUMMARY:

The Montrose TIRZ is looking to update data first outlined in the Affordable Housing Study in January 2020, as well as respond to community concerns about the prevalence of AirBNB properties in the neighborhood. In preparation for a series of community meetings, the TIRZ affordable housing committee would like us to update and summarize the housing study data where possible, research and analyze AirBNB data, develop a short report with data visualizations, and assist with presenting the research at two community meetings.

SCOPE OF WORK:

- **Kickoff meeting.** At the kickoff meeting with the affordable housing committee, we will confirm this scope of work, review the deliverables and timeline, and handle other administrative elements of the project.
- **AirBNB research.** Using industry sources for AirBNB properties, we will perform an analysis by zip code, placing Montrose in the context of other Houston neighborhoods. The analysis will include:
 - Active listings (number, type, 3 year history)
 - Average daily rate (overall, by price tier)
 - Occupancy rate
 - Revenue
 - Booking demand
 - Highlight example best reviewed and worst reviewed properties
- **Write a brief report and presentation of AirBNB research.** Following the research, we will write a brief 3-5 page report summarizing our findings. We will also develop a presentation that summarizes the key points and highlights of the report.
- **Update data from affordable housing study.** This will be in the form of a brief report and will include the following data elements, where available:
 - A point-in-time snapshot of available rentals in Montrose to provide a snapshot of median prices in June/July 2023.
 - A review of property sales, assessed values, and residential listings in Montrose from 2020 to mid-2023.
 - HCAD parcel and building classifications.
- **Meeting presentations.** We will present our findings to the affordable housing committee, the TIRZ board, and to the community. This scope includes up to three in-person presentations.

- **Project administration.** We will provide weekly progress updates throughout the duration of the project. We will also attend affordable housing committee meetings, TIRZ board meetings, community meetings, and other team meetings throughout the duration of the project.

TIME:

We estimate this project will take approximately 8-10 weeks.

COST:

\$11,500 fixed fee. The entire balance will be due upon project completion.

MONTROSE REDEVELOPMENT AUTHORITY

June 7, 2023

Via Email

Margaret Wallace Brown, AICP
Director
Planning and Development Department
City of Houston
611 Walker Avenue, 6th Floor
Houston, TX 77002
margaret.wallace@houstontx.gov

Dear Director Brown,

I am writing on behalf of the Affordable Housing Committee of the Montrose Redevelopment Authority ("MRA") to support the specific provisions of the Livable Places initiative which support the preservation and development of affordable and attainable housing. First, I want to commend the City of Houston and your department for undertaking such a visionary and participatory process. The MRA has undertaken several studies including a Livable Centers study to inform its priorities and that process of listening to experts and our community has created a vital roadmap for our policies, projects, and decision making. Your comprehensive approach to guiding development in our city while recognizing our need to grow responsibly with focus on economic development, quality of life, and affordability will benefit our city and our residents.

While the MRA recognizes there are elements of this plan which have sparked opposition, our Board supports limited components of your plan that expand the development of greater housing density in Montrose. We support the portions of the Livable Places Ordinance that allow for the development and preservation of more "missing middle" housing and reserve comment on all other portions of the Livable Places Ordinance. The components of the plan we support are those that allow for the construction of accessory dwelling units, small multi-unit residential, and courtyard style homes. There is a dearth of affordable housing units in Montrose and present codes inhibit the development of new small multi-family units and accessory dwelling units (ADUs) which are the backbone of our historic diversity. Historically, Montrose has been that walkable hub of creativity supported by a web of small apartment complexes and garage apartments housing artists, graduate students, and bartenders. Escalating land

values, higher rents, and outdated planning regulations make such housing options nearly impossible to replicate and maintain.

Greater housing density will allow for a larger tax base for the City. The Livable Places recommendations allow the City to foster more versatility in subdividing land thereby allowing homeowners and developers greater creativity in housing solutions. Montrose is a desirable community and the presence of so many ADUs currently used for short-term rentals confirms its allure. We prefer revisions to the planning code that allow developers to create more affordable long term rental options in our neighborhoods, which allow for housing a wider variety of neighbors.

In the Montrose Livable Centers Study, our Board discovered Montrose residents value the diversity of people who have made up our community both past and present. Diversity was broader than the traditional lens of viewing diversity and included income, profession, and family types. Montrose residents want to live with everyone and want everyone to have the opportunity to live in Montrose! By reforming the planning code and allowing private developers to create more dense mixed income housing in neighborhoods like Montrose, the City is improving the quality of life for residents of all backgrounds.

The face of Houston continues to change. As the fourth largest and most diverse city in the United States, we want to ensure those who want to remain in our urban areas have the opportunity to do so and allowing the building of “missing middle” housing will allow us to move towards that goal. According to the 2020 Kinder Institute State of Housing report, less than half of all newly formed households in Houston are nuclear families. Smaller dwelling units are crucial to house service workers, the gig workforce, and other creative communities. The “missing middle” options presented by the Planning Department allow the city to begin meeting this demand.

The Affordable Housing Committee of the MRA encourages the Planning Commission to adopt those recommendations of the Livable Places initiative related to allowing the development of accessory dwelling units, small multi-unit residential structures, and courtyard style development by right.

Sincerely,



Joe Webb

Chair, Montrose Redevelopment Authority



BURTON ACCOUNTING, P.L.L.C.
Certified Public Accountants
HOUSTON • AUSTIN • CONROE

June 23, 2023

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

RE: AGREED UPON PROCEDURES 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 described in this letter to solely assist Authority in the determining the status of the agreed-upon procedures which Authority has specified below for the fiscal year ended June 30, 2023:

- 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. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards 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 the agreed-upon procedures do 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 the 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 the 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.
- Authority fails to provide requested written representations, or we conclude that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the written representations, or we conclude that the written representations provided are otherwise not reliable.
- 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.

An agreed-upon procedures 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 agreed-upon procedures on the subject matter, (2) additional information that we may request from the appropriate party for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from the Authority that, among other things, will confirm Authority's responsibility for the audit review.

Chris Palis, 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 range from \$2,500.00 to \$3,000.00. 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 Burton's engagement. 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,



Burton Accounting, P.L.L.C.

RESPONSE:

This letter correctly sets forth the understanding of Authority.

Montrose Redevelopment Authority

By: _____

Title: _____

Date: _____

McCALL GIBSON SWEDLUND BARFOOT PLLC

Certified Public Accountants

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Suite 235
Houston, Texas 77065-5610
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Austin, TX 78755-5126
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www.mgsbpllc.com
E-Mail: mgsb@mgsbpllc.com

June 26, 2023

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

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

Responsibilities of Management for the Financial Statements (Continued)

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Authority involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Authority received in communications from employees, former employees, consultants, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Authority complies with applicable laws and regulations.

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

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

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

Engagement Administration, Fees and Other

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

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

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

We expect to present a draft of the audit report within 45 days of the availability of the Authority's accounting records. 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, 2023, at a cost not to exceed \$14,000

Engagement Administration, Fees and Other (Continued)

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

Reporting

We will issue a written report upon completion of our audit of the Authority's financial statements, which will also address the supplementary information required by the City in accordance with *AU-C 725, Supplementary Information in Relation to the Financial Statements as a Whole* 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 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, McCall Gibson Swedlund Barfoot PLLC hereby verifies that McCall Gibson Swedlund Barfoot PLLC, including any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code, as amended.

Firearms Discrimination Verification

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

Israel Boycott Verification

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

Anti-Terrorism Representation

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

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

Sincerely,



McCall Gibson Swedlund Barfoot PLLC
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

Montrose Redevelopment Authority / TIRZ No. 27

Cash Management Report

May 31, 2023

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, 2023

Summary

<u>Current Activity</u>	<u>General Operating Fund</u>	<u>Harris County Project Fund</u>	<u>Debt Service Fund</u>	<u>Total</u>
Beginning Balance	7,756,554.91	737.34	0.00	7,757,292.25
Revenue	31,957.56	0.00	0.00	31,957.56
Expenditures	606,328.78	737.34	0.00	607,066.12
Ending Balance	7,182,183.69	0.00	0.00	7,182,183.69

NOTES:

May 31, 2023

General Operating Fund

BEGINNING BALANCE:		7,756,554.91
 REVENUE:		
Stellar Bank Interest	14.66	
TexPool Interest	31,205.56	
Due from HC Precinct One	737.34	
Voided Check (s)	0.00	
Total Revenue:		31,957.56
 DISBURSEMENTS:		
Checks Presented At Last Meeting	606,328.78	
Checks Written at/after Last Meeting	0.00	
Bank Charges	0.00	
Total Expenditures		606,328.78
 Ending Balance:		 7,182,183.69

Location of Assets:

Institution	Investment Number	Interest Rate	Amount
Stellar Bank	*5200	0.1200	21,881.89
TexPool	*0001	5.0035	7,160,301.80
	Total		7,182,183.69

TIRZ 27 - Montrose RDA
Checks Presented
June 26, 2023

Num	Name	Description	Amount
2187	Allen, Boone, Humphries, Robinson LLP	Legal Fees	-14,122.99
2188	Elsquared Media Group	Website	-4,788.00
2189	Equi-Tax Inc.	Tax Roll Management	-638.10
2190	ETI Bookkeeping Services	Bookkeeping Fee	-1,789.25
2191	Gauge Engineering, LLC	Engineering	-236,335.24
2192	Knudson, LP	Professional Consultant	-6,015.25
2193	McCall Gibson Swedlund Barfoot PLLC	Auditing Fee	-2,000.00
2194	R. Miranda Trucking & Construction, LLC	Hawthorne & Woodhead Safe Streets	-96,188.59
2195	St. Stephen's Episcopal Church	Meeting Room Rental	-125.00
Total			-362,002.42

**Projects Fund
Joint Project Account**

BEGINNING BALANCE		737.34
REVENUE		
Due from GOF	0.00	
TexPool Interest	0.00	
Total Revenue		0.00
EXPENDITURES		
Checks Presented at Last Meeting	0.00	
Checks Written at/after Last Meeting	0.00	
Due to GOF	737.34	
Total Expenditures		737.34
ENDING BALANCE		0.00

Location of Assets:

Institution	Investment Number	Interest Rate	Current Balance
TexPool HC Precinct One	*0003	5.0035	0.00
		Total	0.00

**Montrose Redevelopment Authority / TIRZ 27
Investment Report
May 31, 2023**

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	5.0035	7,737,507.68	0.99989	31,205.56	(609,262.66)	7,159,113.19	0.99983
CPF	TexPool	5.0035	737.26	0.99989	0.00	(737.34)	0.00	0.99983

Demand Accounts

Fund	Location Of Assets	Interest Rate	Purchase Date	Beginning Balance	Interest Earned	Deposits or (Withdrawals)	Ending Balance
GOF	Stellar Bank	0.12	8/1/2021	18,196.01	14.66	3,671.22	21,881.89

Collateral Pledged in Addition to FDIC

Depository Institution	Total Funds On Deposit	Custodial Institution	Securities Pledged	Collateral Description	Par Value	Market Value
Stellar Bank	21,881.89	FHLB-Dallas	6,000,000	LOC	6,000,000	6,000,000

Certification:

The District's investments are in compliance with the investment strategy as expressed in the District'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 District does not own direct or indirect holdings in any companies identified on such lists.

Bookkeeper _____

Investment Officer _____

Investment Officer Kenneth Byrd	Date Assumed Office 1/13/2020	Training Completed 10/14/2020
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TIRZ 27 - Montrose RDA
Profit & Loss Budget vs. Actual
May 2023

	May			Year to Date (11 Months)			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
Income							
6-4320 · Increment Collections	0	0	0	4,480,128	5,434,654	-954,526	5,434,654
6-4330 · Interest	31,220	4,167	27,053	313,449	45,833	267,616	50,000
6-4336 · Grants	0	230,338	-230,338	0	2,533,718	-2,533,718	2,764,056
6-4340 · Bond Proceeds	0	0	0	0	0	0	40,000,000
Total Income	31,220	234,505	-203,285	4,793,577	8,014,205	-3,220,628	48,248,710
Expense							
6-6300 · Salaries and Benefits	6,015	6,000	15	68,279	66,000	2,279	72,000
6-6320 · Legal Fees	14,123	10,000	4,123	116,493	110,000	6,493	120,000
6-6321 · Auditing Fees	2,000	0	2,000	16,000	10,000	6,000	10,000
6-6322 · Engineering Fees	3,563	4,167	-604	20,659	45,833	-25,174	50,000
6-6323 · Planning Consultants	0	4,167	-4,167	160,965	45,833	115,132	50,000
6-6324 · Affordable Housing Consultant	0	5,833	-5,833	0	64,167	-64,167	70,000
6-6333 · Accounting	1,935	1,583	352	18,868	17,417	1,451	19,000
6-6334 · Tax Roll Management	638	667	-29	6,358	7,333	-975	8,000
6-6353 · Insurance / Bonds	0	0	0	868	5,000	-4,132	5,000
6-6370 · Board Meeting Expense	125	0	125	1,125	0	1,125	0
6-6410 · Montrose Collective Reimburse	0	0	0	118,849	0	118,849	0
6-6420 · City of Houston Admin Fee	0	0	0	0	271,733	-271,733	271,733
6-6430 · COH Municipal Services	0	0	0	189,746	196,546	-6,800	196,546
6-6450 · Public Engagement Expenses	4,788	1,250	3,538	4,788	13,750	-8,962	15,000
6-6460 · Board Development	0	417	-417	0	4,583	-4,583	5,000
6-7000 · Capital Expenditure							
6-7202 · Waugh/Commonwealth	0	5,417	-5,417	81,609	59,583	22,026	65,000
6-7203 · Localized Micro-Improvement	0	15,017	-15,017	0	165,192	-165,192	180,209
6-7204 · Storm Water Management	0	0	0	11,598	0	11,598	0
6-7206 · Workforce/Affordable Housing	0	41,667	-41,667	0	458,333	-458,333	500,000
6-7212 · Hawthorne Safe Street	61,469	214,771	-153,302	1,969,523	2,362,485	-392,962	2,577,256
6-7213 · Woodhead Safe Street	61,469	215,813	-154,344	1,969,523	2,373,943	-404,420	2,589,756
6-7214 · Dallas Bikeway	1,612	22,500	-20,888	128,914	247,500	-118,586	270,000
6-7216 · BCycle	0	2,917	-2,917	0	32,083	-32,083	35,000
6-7217 · Sidewalk Program/ Safe	0	50,000	-50,000	2,510	550,000	-547,490	600,000
6-7218 · Montrose Blvd - Reconstruction	187,943	100,000	87,943	894,645	1,100,000	-205,355	1,200,000
6-7219 · Welch Safe Street	0	10,417	-10,417	0	114,583	-114,583	125,000
6-7220 · Stanford Safe Street	0	10,417	-10,417	0	114,583	-114,583	125,000
6-7221 · Mandell Bikeway	0	55,417	-55,417	114,767	609,583	-494,816	665,000
6-7222 · Safe Route to School Sidewalk	16,467	20,833	-4,366	56,317	229,167	-172,850	250,000
6-7223 · W Alabama Street	0	15,833	-15,833	93,310	174,167	-80,857	190,000
6-7224 · West Gray - Dallas to Allen Pky	0	29,167	-29,167	136,789	320,833	-184,044	350,000
Total 6-7000 · Capital Expenditure	328,960	810,186	-481,226	5,459,505	8,912,035	-3,452,530	9,722,221
Total Expense	362,147	844,270	-482,123	6,182,503	9,770,230	-3,587,727	10,614,500
Net Income	-330,927	-609,765	278,838	-1,388,926	-1,756,025	367,099	37,634,210

Montrose TIRZ 27 Board Meeting June 26th, 2023: Knudson Report

Knudson Activity with the Montrose TIRZ:

General Board:

- Checked the City of Houston Plat Report for new plats within the TIRZ boundaries
- Took meeting minutes and created agendas for all Committee meetings;
- Helped with information sharing between the Montrose TIRZ and the City of Houston;
- Assisted in technical help to the Directors;
- Efforts to make updates to the Montrose TIRZ website with the help of the Webmaster;
- Updated and populated the Montrose TIRZ #27 Shared Folder use for simplified information sharing;
- Managed the Montrose info email;
- Provided Knudson reports for the TIRZ Board Book.

Affordable Housing Committee:

- Attended 1 Committee Meeting;
- Updated Affordable Housing Committee budget
- Worked with January Advisors to submit an updated scope of services

Projects and Planning Committee:

- Attended 1 Committee meeting;

Finance Committee:

- No Board Action needed

Public Engagement Committee:

- Attended 1 Committee meeting;
- Managed the Montrose info email;