

OLD SIXTH WARD REDEVELOPMENT AUTHORITY

JOINT MEETING OF THE BOARDS OF DIRECTORS

JUNE 18, 2025

**REINVESTMENT ZONE NUMBER THIRTEEN, CITY OF
HOUSTON, TEXAS**

**OLD SIXTH WARD REDEVELOPMENT AUTHORITY
AND
REINVESTMENT ZONE NUMBER THIRTEEN, CITY OF HOUSTON, TEXAS
NOTICE OF JOINT MEETING**

TO: THE BOARD OF DIRECTORS OF THE OLD SIXTH WARD REDEVELOPMENT AUTHORITY AND REINVESTMENT ZONE NUMBER THIRTEEN, CITY OF HOUSTON, TEXAS, AND TO ALL OTHER INTERESTED PERSONS:

Notice is hereby given that the Board of Directors of the Old Sixth Ward Redevelopment Authority (the “Authority”) will hold a joint meeting with the Board of Directors of the Reinvestment Zone Number Thirteen, City of Houston, Texas (the “Zone”) on **Wednesday, June 18, 2025 at 5:30 P.M.** at the office of Bracewell LLP, 711 Louisiana Street, Suite 2300, Houston TX 77002, and Webex, or dial US Toll free 1.855.282.6330, when prompted enter **Access Code 266 235 25761**, or click on the following link <https://bracewell.webex.com/bracewell/j.php?MTID=m69b8ece701dcfe2af2313ac70f0c9bad> to consider, discuss and adopt such orders, resolutions or motions, and take other direct or indirect actions as may be necessary, convenient, or desirable with respect to the matters listed on the agenda below.

A quorum of the Board of Directors will be physically present at the meeting location. This meeting will be conducted in person and by videoconference in accordance with the provisions of Section 551.127 of the Texas Government Code. The meeting location will be open to the public during open portions of the meeting.

The public will be permitted to offer comments as provided on the agenda and as permitted by the presiding officer during the meeting. During a public comment period, any person may address the Board of Directors in person or via Webex, or dial US Toll free 1.855.282.6330, when prompted enter **Access Code 266 235 25761**, or click on the following link <https://bracewell.webex.com/bracewell/j.php?MTID=m69b8ece701dcfe2af2313ac70f0c9bad>. For an electronic copy of agenda documents, please refer to the following link <https://bracewell.sharefile.com/d-s9a1b2119900640f697e29ac001df77c5>

Introductions and Meeting Guidelines.

1. Receive public comment.
*Members of the public are invited to speak during this portion of the agenda. If you would like to speak please contact the Authority/Zone by referencing the following email Sherry Weesner sherry@old6wardtirz.org and let us know before the meeting that you wish to speak.
2. Consent Agenda:
 - a. Minutes of the previous meetings:
 - i. The Authority; and
 - ii. The Zone.
 - b. Receive financial report summary, including account and fund activity statement, and investment
3. Administrator Report, including:
 - a. Washington Corridor
4. Financial Matters:
 - a. Authorize payment of invoices; and
 - b. Engage auditor to prepare the audit for the fiscal year ending June 30, 2025.
5. Projects and Engineering:
 - a. Approve submission of FY 2026 CIP to COH
 - b. Engineering Consultant’s Report, including:
 - i. Edwards and Sawyer Multimodal Improvements;
 - (1) Project Update.
 - (2) Authorize advertisement for bids
 - ii. Hemphill:
 - (1) Project Update
 - (2) Authorize advertisement for bids
 - iii. Oliver Street (T-1329) – Planning and Pre-Engineering;
 - (1) Project Update
 - iv. Phase 1 Safe Intersection Crossing and Sidewalk Program (T-1394);

- (1) Project Update
 - v. Work authorization for General Engineering
 - c. Approve related pay estimates or change orders, work authorizations or other design, construction, or management contract administration items, and authorize other appropriate action.
- 6. Communications and Public Engagement.
 - a. My Hart Communications - Work Authorization WA- FY 2025- 2;
 - b. My Hart Communications – Work Authorization WA-FY-2025-3; and
 - c. Website
- 7. Items for next meeting.
- 8. Adjourn.

Pursuant to V.T.C.A Government Code, Chapter 551, as amended, the Board of Directors may convene in closed session to receive advice from legal counsel and discuss matters relating to pending or contemplated litigation, personnel matters, gifts and donations, real estate transactions, the deployment, or specific occasions for the implementation of, security personnel or devices and or economic development negotiations.



Clark Stockton Lord
Attorney for the Authority and the Zone

TAB 2.a.i.

MINUTES OF AUTHORITY
APRIL 16, 2025

**MINUTES OF REGULAR MEETING
OF
OLD SIXTH WARD REDEVELOPMENT AUTHORITY**

April 16, 2025

The Board of Directors (the “Board”) of Old Sixth Ward Redevelopment Authority (the “Authority”), convened in special session, open to the public, by telephonic or video conference, on the 16th day of April, 2025. A quorum of the Board of Directors was physically present at the meeting location. Conducted in person and by videoconference in accordance with the provisions of Section 551.127 of the Texas Government Code. The meeting location was open to the public during open portions of the meeting, and the roll was called of the duly constituted officers and members of said Board, to wit:

Phil C. Neisel	Chair
Ann Guercio	Vice-Chair
Larissa Lindsay	Secretary
Claude Anello	Director
Patrick Hall	Director
Francis Snelgro	Director
Jo Brunhamer	Director
David Hille	Director

All members of the Board of Directors were present, except Director Brunhamer, thus constituting a quorum. Director Anello attended the meeting virtually.

Also present were Chelsea Young and Sydney Sepúlveda of TEI Planning and Design; Melissa Morton of Morton Accounting Services; Naquay Dunbar, member of Reinvestment Zone No. 13; Kyle Macy and Ashley Sowards of Edminster Hinshaw Russ & Associates, (“Engineer”/ “EHRA”); Sherry Weesner of SMW Principle Solutions, (“Administrator”); Clark Lord and Tiffany Ehmke of Bracewell LLP, legal counsel.

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

MEETING RULES

Director Neisel reviewed the rules for the Board meeting.

DETERMINE QUORUM: CALL TO ORDER

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

PUBLIC COMMENT

No comments.

CONSENT AGENDA

Approve Minutes

The Board considered approving the minutes of March 11, 2025. Upon a motion brought by Director Hall, seconded by Director Snelgro, the Board approved the March 11, 2025, minutes. Director Anello abstained.

Financial Report Summary

The Board reviewed the financial report summary, a copy of which is attached hereto as Exhibit “B”.

ADMINISTRATOR’S REPORT

Washington Corridor and Old Sixth Ward/TIRZ 13 Phase 2 Studies

Ms. Weesner reported that there have been two (2) public meetings and final recommendations will be shared for public comment no later than June.

Old Sixth Ward/TIRZ 13 Phase 2 Studies – TEI Presentation (“Phase 2 Study”)

Ms. Weesner reminded the Board that Councilwoman Cisneros wanted a Phase 2 study of First Ward, which is near Old Sixth Ward/TIRZ 13. The Board recognized Ms. Young who reviewed the Phase 2 study and related priority corridors in need of attention.

FINANCIAL REPORT

Authorize payment of invoices

Director Hall stated that the Finance Committee reviewed the financial invoices and recommended approval. Director Neisel stated that the Project Committee reviewed the project and construction invoices and recommended approval. A copy of the financial summary is attached hereto as Exhibit “C”.

After discussion, Director Neisel moved that the Board approve the payment of the invoices. Director Guercio seconded the motion, and the motion carried.

PROJECTS AND ENGINEERING

Engineer’s Report

Mr. Macy presented the Engineer’s Report and included the following projects: (i) Edwards and Sawyer project; (ii) Hemphill Street Improvements; (iii) Oliver Street Reconstruction Planning Phase Services; and (iv) Safe Intersection Crossing and Sidewalk Program Planning Phase Services,. Mr. Macy requested the Board consider approving the Edwards and Sawyer Multimodal Improvements, in the amount of \$49,650 (Work Authorization T-1322-WA2-2025), a copy of which is attached hereto as Exhibit “D”.

After consideration, upon a motion brought by Director Lindsay, seconded Director Hall, the Board (i) approve Work Authorization T-1322-WA2-2025; and (ii) the Engineer's Report. Director Anello abstained.

COMMUNICATIONS AND PUBLIC ENGAGEMENT COMMITTEE REPORT

Director Guercio reported that the website is currently being updated and has experienced delays. She noted that MyHart may need additional fees to complete.

ITEMS FOR NEXT MEETING

No items were discussed.

Secretary

DRAFT

TAB 2.a.ii

MINUTES OF ZONE
APRIL 16, 2025

**MINUTES OF REGULAR MEETING
OF
REINVESTMENT ZONE NUMBER THIRTEEN, CITY OF HOUSTON, TEXAS**

April 16, 2025

The Board of Directors (the “Board”) of Reinvestment Zone Number Thirteen, City of Houston, Texas (the “Zone”), convened in special session, open to the public, by telephonic or video conference, on the 16th day of April, 2025. A quorum of the Board of Directors was physically present at the meeting location. Conducted in person and by videoconference in accordance with the provisions of Section 551.127 of the Texas Government Code. The meeting location was open to the public during open portions of the meeting, and the roll was called of the duly constituted officers and members of said Board, to wit:

Phil C. Neisel	Chair
Ann Guercio	Vice-Chair
Larissa Lindsay	Secretary
Claude Anello	Director
Patrick Hall	Director
Francis Snelgro	Director
Jo Brunhamer	Director
David Hille	Director
Naquay Dunbar	Director

All members of the Board of Directors were present, except Director Brunhamer, thus constituting a quorum. Directors Anello and Dunbar attended the meeting virtually.

Also present were Chelsea Young and Sydney Sepúlveda of TEI Planning and Design; Melissa Morton of Morton Accounting Services; Kyle Macy and Ashley Sowards of Edminster Hinshaw Russ & Associates, (“Engineer”/ “EHRA”); Sherry Weesner of SMW Principle Solutions, (“Administrator”); Clark Lord and Tiffany Ehmke of Bracewell LLP, legal counsel.

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

MEETING RULES

Director Neisel reviewed the rules for the Board meeting.

DETERMINE QUORUM: CALL TO ORDER

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

PUBLIC COMMENT

No comments.

CONSENT AGENDA

Approve Minutes

The Board considered approving the minutes of March 11, 2025. Upon a motion brought by Director Hall, seconded by Director Snelgro, the Board approved the March 11, 2025, minutes. Director Anello abstained.

Financial Report Summary

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ADMINISTRATOR’S REPORT

Washington Corridor and Old Sixth Ward/TIRZ 13 Phase 2 Studies

Ms. Weesner reported that there have been two (2) public meetings and final recommendations will be shared for public comment no later than June.

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FINANCIAL REPORT

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PROJECTS AND ENGINEERING

Engineer’s Report

Mr. Macy presented the Engineer’s Report and included the following projects: (i) Edwards and Sawyer project; (ii) Hemphill Street Improvements; (iii) Oliver Street Reconstruction Planning Phase Services; and (iv) Safe Intersection Crossing and Sidewalk Program Planning Phase Services,. Mr. Macy requested the Board consider approving the Edwards and Sawyer Multimodal Improvements, in the amount of \$49,650 (Work Authorization T-1322-WA2-2025), a copy of which is attached hereto as Exhibit “D”.

After consideration, upon a motion brought by Director Lindsay, seconded Director Hall, the Board (i) approve Work Authorization T-1322-WA2-2025; and (ii) the Engineer's Report. Director Anello abstained.

COMMUNICATIONS AND PUBLIC ENGAGEMENT COMMITTEE REPORT

Director Guercio reported that the website is currently being updated and has experienced delays. She noted that MyHart may need additional fees to complete.

ITEMS FOR NEXT MEETING

No items were discussed.

Secretary

DRAFT

TAB 2.b.

FINANCIAL REPORT SUMMARY



Monthly Financial Report Summary
June 2025 Board Meeting
Wednesday, June 18, 2025

At the beginning of April, the Old Sixth Ward Redevelopment Authority (OSWRA) beginning Operating Fund Balance was \$6,705,276. During the months, OSWRA received \$46,848 mainly from money market interest. OSWRA processed \$140,931 in disbursements during the period. 84% of the disbursements related to payment to Edminster Hinshaw Russ (\$118,904). The ending balance as of month end May 31, 2025 was \$6,611,193.

The invoices pending approval total \$171,906. See attached "Unpaid Bills Detail" Report on page 3

Capital Improvement Project spending for the period totaled \$20,012. The funds were spent towards Safe Intersection Crossing (\$20,012). See page 4, for the "Capital Projects Detail" Reports.

During April, the opening balance for the Texas Class investment account was \$6,679,962. We received \$23,227 in interest (4.2553%). During May, the opening balance for the Texas Class investment account was \$6,603,189. We received \$23,616 in interest (4.2119%). The ending balance for May is \$6,601,805. See pages 5 and 6 for "Investment" reports.

OLD SIXTH WARD REDEVELOPMENT AUTHORITY

General Operating Fund

As of May 31, 2025

BEGINNING BALANCE :	\$	6,705,275.58
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REVENUE

Money Market	1.25	Interest
Texas Class Investment	23,226.91	Interest
Money Market	3.66	Interest
Texas Class Investment	23,616.33	Interest

Total Revenue		<u>46,848.15</u>
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DISBURSEMENTS

ACH	Prosperity Bank	61.32
ACH	Bracewell	3,181.02
ACH	Edminster Hinshaw Russ	118,904.25
ACH	Myers Hartgrove	800.00
ACH	The Morton Accounting Services	1,400.00
ACH	Prosperity Bank	60.70
ACH	Bracewell	3,617.27
ACH	SMW Principle Solutions	11,506.50
ACH	The Morton Accounting Services	1,400.00

Total Disbursements		<u>140,931.06</u>
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ENDING BALANCE :	\$	<u>6,611,192.67</u>
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May 31, 2025
Balance

LOCATION OF ASSETS

Prosperity Money Market Account	1,148.12
Prosperity Bank Operating	8,239.09
Texas Class Investment	6,601,805.46

Total Account Balance	\$	<u>6,611,192.67</u>
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Old Sixth Ward Redevelopment Authority
Unpaid Bills Detail
As of June 15, 2025

Type	Date	Num	Memo	Due Date	Open Balance
Bracewell LLP					
Bill	05/31/2025	21998868	Admin- Meeting through May 31, 2025	06/10/2025	574.50
Bill	05/31/2025	21998873	General Legal through May 31, 2025	06/10/2025	500.00
Total Bracewell LLP					1,074.50
City of Houston					
Bill	06/15/2025	2025 Municipal Serv	2025 Municipal Services Fee	06/25/2025	137,599.00
Total City of Houston					137,599.00
Edminster Hinshaw Russ & Associates Inc					
Bill	04/30/2025	109944	General Engineering Consultant - \$50,000 Through April 2025	05/10/2025	2,575.00
Bill	05/31/2025	110062	Safe Intersection Crossing Through April 20, 2025	06/10/2025	20,012.15
Total Edminster Hinshaw Russ & Associates Inc					22,587.15
Myers Hartgrove Communications, LLC					
Bill	05/31/2025	1460	Finalize updates of website	06/10/2025	2,220.00
Total Myers Hartgrove Communications, LLC					2,220.00
SMW Principle Solutions, Inc.					
Bill	05/31/2025	1621	Administrative Consulting & Expenses May 2025	06/10/2025	3,423.75
Total SMW Principle Solutions, Inc.					3,423.75
Texas Municipal League Intergov League					
Bill	06/01/2025	FY26 Insurance	FY26 Insurance - #6749	06/11/2025	3,601.50
Total Texas Municipal League Intergov League					3,601.50
The Morton Accounting Services					
Bill	05/31/2025	2717	May 2025 CPA Services	06/30/2025	1,400.00
Total The Morton Accounting Services					1,400.00
TOTAL					171,905.90

**Old Sixth Ward Redevelopment Authority
Capital Projects Detail**

Accrual Basis

April through May 2025

Type	Date	Num	Name	Memo	Amount
Capital Improvement Project					
T-1399 Safe Inter Crossing					
Bill	05/31/2025	110062	Edminster Hinshaw Russ & Associates Inc	Safe Intersection Crossing Through April 20, 2025	20,012.15
Total T-1399 Safe Inter Crossing					20,012.15
Total Capital Improvement Project					20,012.15
TOTAL					20,012.15

**OLD SIXTH WARD REDEVELOPMENT AUTHORITY
QUARTERLY INVESTMENT REPORT
MONTHLY FISCAL YEAR 2025
APRIL 30, 2025**

Transaction Date		Government Texas Class		Activity
4/1/2025	Beginning Balance	\$ 6,679,962.22		
4/16/2025	Transfer	(100,000.00)		To Prosperity Operating
4/30/2025	Deposits	-		
4/30/2025	Interest 4.2553%	23,226.91		
4/30/2025	Ending Balance	\$ 6,603,189.13		


The investments for the District for the period are in compliance with the Public Funds Investment Act, the District's investment policy and the District's investment strategy.

Investment Officer: 

**OLD SIXTH WARD REDEVELOPMENT AUTHORITY
QUARTERLY INVESTMENT REPORT
MONTHLY FISCAL YEAR 2025
MAY 31, 2025**

Transaction Date		Government Texas Class		Activity
5/1/2025	Beginning Balance	\$ 6,603,189.13		
5/15/2025	Transfer	(25,000.00)		To Prosperity Operating
5/31/2025	Deposits	-		
5/31/2025	Interest 4.2119%	23,616.33		
5/31/2025	Ending Balance	\$ 6,601,805.46		

The investments for the District for the period are in compliance with the Public Funds Investment Act, the District's investment policy and the District's investment strategy.

Investment Officer: 

Old Sixth Ward Redevelopment Authority
Profit & Loss Prev Year Comparison
July 2024 through May 2025

	Jul '24 - May 25	Jul '23 - May 24	\$ Change	% Change
Ordinary Income/Expense				
Income				
Interest Income Money Market	288,206.91	234,603.79	53,603.12	22.9%
Total Income	288,206.91	234,603.79	53,603.12	22.9%
Cost of Goods Sold				
Capital Improvement Project				
T-1310 Hemphill Road	117,594.75	108,118.03	9,476.72	8.8%
T-1314 Streetscape	16,883.31	0.00	16,883.31	100.0%
T-1320 Imp Silver St@ Wash& Mem	1,248.80	35,961.69	-34,712.89	-96.5%
T-1322 Sawyer Street Multimodal	2,699.20	17,556.27	-14,857.07	-84.6%
T-1324 Silver Street Improv.	0.00	594,641.50	-594,641.50	-100.0%
T-1329 Oliver Street Recon	7,350.00	0.00	7,350.00	100.0%
T-1399 Safe Inter Crossing	38,146.65	0.00	38,146.65	100.0%
Total Capital Improvement Project	183,922.71	756,277.49	-572,354.78	-75.7%
Total COGS	183,922.71	756,277.49	-572,354.78	-75.7%
Gross Profit	104,284.20	-521,673.70	625,957.90	120.0%
Expense				
Bank Service Charges	411.18	201.37	209.81	104.2%
Interest Expense	34,896.22	41,496.22	-6,600.00	-15.9%
Program and Project Consultant				
Engineering Consultant	14,605.00	29,075.77	-14,470.77	-49.8%
Legal Fees	6,723.79	8,446.13	-1,722.34	-20.4%
Program/Planning Consultant	8,207.95	84,161.00	-75,953.05	-90.3%
Tax Consultants	1,959.00	1,959.00	0.00	0.0%
Total Program and Project Consultant	31,495.74	123,641.90	-92,146.16	-74.5%
TIRZ Administration & Overhead				
Accounting Fees	15,704.92	17,857.73	-2,152.81	-12.1%
Administration Consultant	63,765.90	67,563.17	-3,797.27	-5.6%
Audit Fees	11,500.00	10,200.00	1,300.00	12.8%
Office Expenses	5,652.00	4,788.00	864.00	18.1%
Total TIRZ Administration & Overhead	96,622.82	100,408.90	-3,786.08	-3.8%
Utilities	125.00	1,000.00	-875.00	-87.5%
Total Expense	163,550.96	266,748.39	-103,197.43	-38.7%
Net Ordinary Income	-59,266.76	-788,422.09	729,155.33	92.5%
Net Income	-59,266.76	-788,422.09	729,155.33	92.5%

Old Sixth Ward Redevelopment Authority
Balance Sheet Prev Year Comparison
As of May 31, 2025

	May 31, 25	May 31, 24	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
Prosperity Money Market	1,148.12	68,081.98	-66,933.86	-98.3%
Prosperity Operating Account	8,239.09	10,956.00	-2,716.91	-24.8%
Texas Class Investment Acct 781	6,601,805.46	4,419,895.69	2,181,909.77	49.4%
Total Checking/Savings	6,611,192.67	4,498,933.67	2,112,259.00	47.0%
Other Current Assets				
Prepaid Insurance	3,278.02	1,820.92	1,457.10	80.0%
Total Other Current Assets	3,278.02	1,820.92	1,457.10	80.0%
Total Current Assets	6,614,470.69	4,500,754.59	2,113,716.10	47.0%
TOTAL ASSETS	6,614,470.69	4,500,754.59	2,113,716.10	47.0%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
Accounts Payable	30,705.40	4,460.38	26,245.02	588.4%
Total Accounts Payable	30,705.40	4,460.38	26,245.02	588.4%
Total Current Liabilities	30,705.40	4,460.38	26,245.02	588.4%
Long Term Liabilities				
Certificate of Obligation	761,715.00	951,715.00	-190,000.00	-20.0%
Total Long Term Liabilities	761,715.00	951,715.00	-190,000.00	-20.0%
Total Liabilities	792,420.40	956,175.38	-163,754.98	-17.1%
Equity				
Fund Balance	-1,947,125.65	-1,947,125.65	0.00	0.0%
Unrestricted Net Assets	7,828,442.70	6,280,126.95	1,548,315.75	24.7%
Net Income	-59,266.76	-788,422.09	729,155.33	92.5%
Total Equity	5,822,050.29	3,544,579.21	2,277,471.08	64.3%
TOTAL LIABILITIES & EQUITY	6,614,470.69	4,500,754.59	2,113,716.10	47.0%

Old Sixth Ward Redevelopment Authority
Profit & Loss Detail
July 2024 through May 2025

Type	Date	Num	Name	Memo	Amount
Ordinary Income/Expense					
Income					
Interest Income Money Market					
Deposit	07/31/2024		Interest		101.06
Deposit	07/31/2024		Interest		30,553.38
Deposit	08/31/2024		Interest		101.21
Deposit	08/31/2024		Interest		30,410.49
Deposit	09/30/2024		Interest		73.63
Deposit	09/30/2024		Interest		28,722.75
Deposit	10/31/2024		Interest		35.58
Deposit	10/31/2024		Interest		27,664.56
Deposit	11/30/2024		Interest		31.42
Deposit	11/30/2024		Interest		26,008.46
Deposit	12/31/2024		Interest		12.21
Deposit	12/31/2024		Interest		26,000.71
Deposit	01/31/2025		Interest		25,163.64
Deposit	01/31/2025		Interest		5.41
Deposit	02/28/2025		Interest		1.45
Deposit	02/28/2025		Interest		22,378.80
Deposit	03/31/2025		Interest		1.60
Deposit	03/31/2025		Interest		24,092.40
Deposit	04/30/2025		Interest		1.25
Deposit	04/30/2025		Interest		23,226.91
Deposit	05/31/2025		Interest		3.66
Deposit	05/31/2025		Interest		23,616.33
Total Interest Income Money Market					288,206.91
Total Income					288,206.91
Cost of Goods Sold					
Capital Improvement Project					
T-1310 Hemphill Road					
Bill	12/31/2024	107533	Edminster Hinshaw Russ & Associates Inc	Preliminary Coordination for Hemphill Street Through December 20...	9,195.00
Bill	01/31/2025	108236	Edminster Hinshaw Russ & Associates Inc	Preliminary Coordination for Hemphill Street Through Jan 26, 2025	9,195.00
Bill	03/01/2025	106728	Edminster Hinshaw Russ & Associates Inc	Preliminary Coordination for Hemphill Street Through November 17...	99,204.75
Total T-1310 Hemphill Road					117,594.75
T-1314 Streetscape					
Bill	10/01/2024	255	Williams Architectural Signage & Consulti	Corner and Historic Markers	16,883.31
Total T-1314 Streetscape					16,883.31
T-1320 Imp Silver St@ Wash& Mem					
Bill	12/01/2024	106730	Edminster Hinshaw Russ & Associates Inc	Silver Street Phase I Engineering through November 2024	1,248.80
Total T-1320 Imp Silver St@ Wash& Mem					1,248.80
T-1322 Sawyer Street Multimodal					
Bill	07/01/2024	104391	Edminster Hinshaw Russ & Associates Inc	Sawyer & Edwards Design & Bid Phase through June 2024	2,699.20
Total T-1322 Sawyer Street Multimodal					2,699.20
T-1324 Silver Street Improv.					
Bill	07/01/2024	7273R	Traffic Systems Construction, Inc.	Retainage for Construction Project	31,296.92
General Jou...	07/01/2024	CPA 2024-2R	Traffic Systems Construction, Inc.	Reverse of GJE CPA 2024-2 -- Retainage for Construction project	-31,296.92
Total T-1324 Silver Street Improv.					0.00
T-1329 Oliver Street Recon					
Bill	07/01/2024	104393	Edminster Hinshaw Russ & Associates Inc	Oliver Street Reconstruction Through June 2024	200.00
Bill	09/30/2024	105334	Edminster Hinshaw Russ & Associates Inc	Oliver Street Reconstruction Through July 2024	900.00
Bill	09/30/2024	105754	Edminster Hinshaw Russ & Associates Inc	Oliver Street Reconstruction Through September 2024	1,400.00
Bill	11/30/2024	106992	Edminster Hinshaw Russ & Associates Inc	Oliver Street Reconstruction Through November 17, 2024	525.00
Bill	12/01/2024	106662	Edminster Hinshaw Russ & Associates Inc	Oliver Street Reconstruction Through November 2024	700.00
Bill	12/31/2024	107536	Edminster Hinshaw Russ & Associates Inc	Oliver Street Reconstruction Through December 31, 2024	700.00
Bill	03/01/2025	105451	Edminster Hinshaw Russ & Associates Inc	Oliver Street Reconstruction Through August 25, 2024	2,925.00
Total T-1329 Oliver Street Recon					7,350.00
T-1399 Safe Inter Crossing					
Bill	12/01/2024	106663	Edminster Hinshaw Russ & Associates Inc	Safe Intersection Crossing Through November 2024	1,250.00
Bill	12/31/2024	107535	Edminster Hinshaw Russ & Associates Inc	Safe Intersection Crossing Through December 2024	885.00
Bill	02/28/2025	108723	Edminster Hinshaw Russ & Associates Inc	Safe Intersection Crossing Through February 2025	14,799.50
Bill	03/01/2025	106945	Edminster Hinshaw Russ & Associates Inc	Safe Intersection Crossing Through November 17, 2024	1,200.00
Bill	05/31/2025	110062	Edminster Hinshaw Russ & Associates Inc	Safe Intersection Crossing Through April 20, 2025	20,012.15
Total T-1399 Safe Inter Crossing					38,146.65
Total Capital Improvement Project					183,922.71
Total COGS					183,922.71
Gross Profit					104,284.20

Old Sixth Ward Redevelopment Authority
Profit & Loss Detail
July 2024 through May 2025

Type	Date	Num	Name	Memo	Amount
Expense					
Bank Service Charges					
Check	09/15/2024			Service Charge	23.74
Check	10/15/2024			Service Charge	36.25
Check	11/15/2024			Service Charge	51.76
Check	12/15/2024			Service Charge	37.29
Check	01/15/2025			Service Charge	49.56
Check	02/15/2025			Service Charge	52.20
Check	03/15/2025			Service Charge	38.36
Check	04/15/2025			Service Charge	61.32
Check	05/15/2025			Service Charge	60.70
Total Bank Service Charges					411.18
Interest Expense					
Bill	02/14/2025	2025 Debt	City of Houston	2025 Debt Payment	34,896.22
Total Interest Expense					34,896.22
Program and Project Consultant					
Engineering Consultant					
Bill	07/01/2024	104390	Edminster Hinshaw Russ & Associates Inc	General Engineering Consultant - \$60,000 Through June 2024	3,280.00
Bill	09/01/2024	105515	Edminster Hinshaw Russ & Associates Inc	General Engineering Consultant - \$60,000 Through August 2024	2,750.00
Bill	09/30/2024	105755	Edminster Hinshaw Russ & Associates Inc	General Engineering Consultant - \$60,000 Through September 2024	1,950.00
Bill	12/01/2024	106661	Edminster Hinshaw Russ & Associates Inc	General Engineering Consultant - \$60,000 Through November 2024	1,925.00
Bill	12/31/2024	107534	Edminster Hinshaw Russ & Associates Inc	General Engineering Consultant - \$60,000 Through December 2024	1,150.00
Bill	01/31/2025	108235	Edminster Hinshaw Russ & Associates Inc	General Engineering Consultant - \$50,000 Through January 2025	200.00
Bill	02/28/2025	108456	Edminster Hinshaw Russ & Associates Inc	General Engineering Consultant - \$50,000 Through February 2025	775.00
Bill	04/30/2025	109944	Edminster Hinshaw Russ & Associates Inc	General Engineering Consultant - \$50,000 Through April 2025	2,575.00
Total Engineering Consultant					14,605.00
Legal Fees					
Bill	08/31/2024	21984327	Bracewell LLP	General Legal through August 31, 2024	180.00
Bill	09/30/2024	21986213	Bracewell LLP	General Legal through September 30, 2024	975.00
Bill	10/31/2024	21987956	Bracewell LLP	General Legal through October 31, 2024	754.75
Bill	12/31/2024	21991355	Bracewell LLP	General Legal through December 31, 2024	750.00
Bill	01/31/2025	21992861	Bracewell LLP	General Legal through January 31, 2025	500.00
Bill	03/31/2025	21995792	Bracewell LLP	General Legal through March 31, 2025	2,032.02
Bill	04/30/2025	21997302	Bracewell LLP	General Legal through April 30, 2025	1,032.02
Bill	05/31/2025	21998873	Bracewell LLP	General Legal through May 31, 2025	500.00
Total Legal Fees					6,723.79
Program/Planning Consultant					
Bill	11/01/2024	1423	Myers Hartgrove Communications, LLC	Reimbursement - Lunch Kick Off Meeting	81.16
Bill	11/01/2024	1423	Myers Hartgrove Communications, LLC	Review of Existing Site	1,763.85
Bill	11/01/2024	1423	Myers Hartgrove Communications, LLC	Develop New Framework	2,417.94
Bill	11/30/2024	1428	Myers Hartgrove Communications, LLC	Develop and Provide Content to Communications Committee - Nov ...	925.00
Bill	03/01/2025	1437	Myers Hartgrove Communications, LLC	Photography for the Site December 2024	800.00
Bill	05/31/2025	1460	Myers Hartgrove Communications, LLC	Finalize updates of website	2,220.00
Total Program/Planning Consultant					8,207.95
Tax Consultants					
Bill	07/01/2024	62091	Equi-Tax, Inc.	July 1, 2024 - June 30, 2025	1,959.00
Total Tax Consultants					1,959.00
Total Program and Project Consultant					31,495.74
TIRZ Administration & Overhead					
Accounting Fees					
Bill	07/31/2024	2593	The Morton Accounting Services	July 2024 CPA Services	1,400.00
Bill	08/31/2024	2609	The Morton Accounting Services	August 2024 CPA Services	1,679.42
Bill	09/30/2024	2620	The Morton Accounting Services	September 2024 CPA Services	1,400.00
Bill	10/31/2024	2636	The Morton Accounting Services	October 2024 CPA Services	1,400.00
Bill	12/31/2024	2658	The Morton Accounting Services	November 2024 CPA Services	1,400.00
Bill	12/31/2024	2658	The Morton Accounting Services	December 2024 CPA Services	1,400.00
Bill	01/31/2025	2668	The Morton Accounting Services	January 2025 CPA Services	1,400.00
Bill	02/28/2025	2682	The Morton Accounting Services	February 2025 CPA Services	1,400.00
Bill	02/28/2025	2682	The Morton Accounting Services	1099 Forms and Envelopes, Efile for IRS Standards	25.50
Bill	03/31/2025	2696	The Morton Accounting Services	March 2025 CPA Services	1,400.00
Bill	04/30/2025	2708	The Morton Accounting Services	April 2025 CPA Services	1,400.00
Bill	05/31/2025	2717	The Morton Accounting Services	May 2025 CPA Services	1,400.00
Total Accounting Fees					15,704.92

Old Sixth Ward Redevelopment Authority
Profit & Loss Detail
July 2024 through May 2025

Type	Date	Num	Name	Memo	Amount
Administration Consultant					
Bill	07/31/2024	21982873	Bracewell LLP	Admin- Meeting through July 31, 2024	478.75
Bill	07/31/2024	1575	SMW Principle Solutions, Inc.	Administrative Consulting & Expenses July 2024	4,290.00
Bill	08/30/2024	1578	SMW Principle Solutions, Inc.	Administrative Consulting & Expenses August 2024	5,321.25
Bill	08/31/2024	21984326	Bracewell LLP	Admin- Meeting through August 31, 2024	670.25
Bill	09/30/2024	21986215	Bracewell LLP	Admin- Meeting through September 30, 2024	5,553.50
Bill	09/30/2024	1582	SMW Principle Solutions, Inc.	Administrative Consulting & Expenses September 2024	5,156.25
Bill	10/31/2024	21987955	Bracewell LLP	Admin- Meeting through October 31, 2024	2,681.00
Bill	10/31/2024	1587	SMW Principle Solutions, Inc.	Administrative Consulting & Expenses October 2024	4,166.25
Bill	11/30/2024	21989826	Bracewell LLP	Admin- Meeting through November 30, 2024	1,518.75
Bill	11/30/2024	1595	SMW Principle Solutions, Inc.	Administrative Consulting & Expenses November 2024	2,598.75
Bill	12/31/2024	21991354	Bracewell LLP	Admin- Meeting through December 31, 2024	820.44
Bill	01/31/2025	1603	SMW Principle Solutions, Inc.	December 2024	3,176.25
Bill	01/31/2025	1603	SMW Principle Solutions, Inc.	January 2025	4,413.75
Bill	02/28/2025	1609	SMW Principle Solutions, Inc.	Administrative Consulting & Expenses February 2025	3,423.75
Bill	02/28/2025	21994406	Bracewell LLP	Admin- Meeting through February 28, 2025	1,121.96
Bill	03/31/2025	21995793	Bracewell LLP	Admin- Meeting through March 31, 2025	1,149.00
Bill	03/31/2025	1613	SMW Principle Solutions, Inc.	Administrative Consulting & Expenses March 2025	5,568.75
Bill	04/30/2025	21997301	Bracewell LLP	Admin- Meeting through April 30, 2025	2,585.25
Bill	04/30/2025	1618	SMW Principle Solutions, Inc.	Administrative Consulting & Expenses April 2025	5,073.75
Bill	05/31/2025	1621	SMW Principle Solutions, Inc.	Administrative Consulting & Expenses May 2025	3,423.75
Bill	05/31/2025	21998868	Bracewell LLP	Admin- Meeting through May 31, 2025	574.50
Total Administration Consultant					63,765.90
Audit Fees					
Bill	09/25/2024	18042698	Carr Riggs & Ingram LLC	YE June 30, 2024 Audit - 94-02285	11,500.00
Total Audit Fees					11,500.00
Office Expenses					
Bill	10/02/2024	255	eLsqrd Media Group	Website Development and Graphic Design	4,788.00
Bill	03/31/2025	1613	SMW Principle Solutions, Inc.	Microsoft Invoice	864.00
Total Office Expenses					5,652.00
Total TIRZ Administration & Overhead					96,622.82
Utilities					
General Jou...	10/11/2024	2025-1	City of Houston - Encroachment	Remove Encroachment Duplicate # 1948014 10.06.23	-250.00
Bill	12/31/2024	2131275	City of Houston - Encroachment	Annual Encroachment Fee	125.00
Bill	12/31/2024	2131276	City of Houston - Encroachment	Annual Encroachment Fee	125.00
Bill	12/31/2024	2131277	City of Houston - Encroachment	Annual Encroachment Fee	125.00
Total Utilities					125.00
Total Expense					163,550.96
Net Ordinary Income					-59,266.76
Net Income					-59,266.76

TAB 4.b.

ENGAGEMENT AUDITOR TO PREPARE AUDIT FOR
FYE JUNE 30, 2025



MASTER SERVICES AGREEMENT

We are pleased that you have chosen to engage Carr, Riggs & Ingram to provide certain accounting, advisory, assurance, consulting, tax, and/or related services.

ALTERNATIVE PRACTICE STRUCTURE

"Carr, Riggs & Ingram" and "CRI" are the brand names under which Carr, Riggs & Ingram, L.L.C. ("CPA Firm") and CRI Advisors, LLC ("CRI Advisors" or "Advisors") provide professional services. Carr, Riggs & Ingram, L.L.C., Carr, Riggs & Ingram Capital, LLC and their respective subsidiaries operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CPA Firm is a licensed independent CPA firm that provides attest services, as well as additional ancillary services, to its clients. CRI Advisors provides tax and business consulting services to its clients. CRI Advisors and its subsidiaries are not licensed CPA firms and will not provide any attest services. The entities falling under the Carr, Riggs & Ingram or CRI brand are independently owned and are not responsible or liable for the services and/or products provided, or engaged to be provided, by any other entity under the Carr, Riggs & Ingram or CRI brand. Our use of the terms "CRI," "we," "our," "us," and terms of similar import, denote the alternative practice structure conducted by CPA Firm and CRI Advisors, as appropriate.

This Master Services Agreement 2.0 ("MSA"), shall govern, throughout the entirety of our contractual relationship(s), including the provision of our services and deliverables as set forth in one or more Engagement Letters from CRI (the "services").

CLIENT

"Client" (collectively referred to as "Client", "you", or "your") for the purposes of this MSA, shall mean the party or parties specifically listed as the Client(s) on the applicable Engagement Letter. As examples, the Client might include {ONLY AS SPECIFICALLY IDENTIFIED OR LISTED IN THE ENGAGEMENT LETTER(S)}:

- For Individual Client(s): you, your spouse (if filing jointly), your dependent children, other dependents, any grantor trusts for which you act as trustee, and any investment partnership or limited liability company if all of the ownership interests are owned by the foregoing persons;
- and
- For Business Client(s) (e.g. for-profit, not-for profit, or governmental entities; fiduciary clients, etc.): the primary business and any subsidiaries or controlled affiliates.

With respect to each Engagement Letter, our Client(s) for a particular engagement will include only those individuals and entities made known to us by you and specifically identified and listed under the Client Acknowledgement section of an Engagement Letter. Neither this MSA nor any Engagement Letter will create any client relationship nor any service-related obligation between us and any natural person or entity unknown to us and/or not specifically listed or identified in an Engagement Letter.

AUTHORITY TO BIND

BY EXECUTING AN ENGAGEMENT LETTER THAT REFERENCES AND INCORPORATES THIS MSA, CLIENT ACCEPTS AND AGREES TO THE TERMS OF THIS MSA. ANY INDIVIDUAL EXECUTING OR ACCEPTING THIS MSA ON BEHALF OF ANY INDIVIDUAL, COMPANY, OR OTHER LEGAL ENTITY, REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH INDIVIDUAL, ENTITY, AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, WILL PROVIDE UPON REQUEST ANY INFORMATION OR DOCUMENTATION VERIFYING, IN CRI'S SOLE DISCRETION, SUCH AUTHORITY, IN WHICH CASE THE TERM "CLIENT" SHALL REFER TO EACH REPRESENTED INDIVIDUAL, ENTITY, OR AFFILIATES. IF THE EXECUTING INDIVIDUAL DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, THEY MUST NOT EXECUTE OR ACCEPT THIS MSA AND MAY NOT USE THE SERVICES.

ENGAGEMENT LETTERS

All services to be performed by us must be described in an Engagement Letter executed by the applicable CRI entity and the Client(s). Each Engagement Letter will identify the applicable CRI entity executing the Engagement letter and performing the services; the Engagement letter will also provide details on the nature of the work and any expected deliverable. Our services will be limited to the services specifically described in that Engagement Letter. Our agreement to perform services under any particular Engagement Letter does not obligate us to perform any future services under any additional Engagement Letters.

Engagement Letters are subject to the terms and conditions outlined in this MSA. Upon execution of an Engagement Letter, this MSA is incorporated into each Engagement Letter executed by the parties.

OUR RESPONSIBILITIES

We will perform the services detailed in the Engagement Letter(s) in accordance with applicable professional standards. Our responsibility is limited to the period(s) covered by the service(s) detailed in the Engagement Letter(s) and does not extend to any later periods for which we are not engaged to provide applicable services, unless evidenced by a separate Engagement Letter.

We are available to provide you with business advice, but we are not obligated to do so unless you specifically engage us to do so via an Engagement Letter for this purpose. The parties agree that Client will only rely on written, not oral, statements or advice from CRI. We believe written advice is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice unless it has received a full supervisory review and is provided by us in writing directly to you.

Unless otherwise stipulated in the Engagement Letter:

1. we will not perform any procedures designed to:
 - a. discover defalcations or other irregularities,
 - b. audit or otherwise verify the information you give us, or
 - c. detect immaterial misstatements or violations of laws or government regulations;
2. our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within your entity or noncompliance with laws and regulations; and our services are not designed to provide assurance on internal control or to identify deficiencies in internal control.

We are not investment counselors or brokers. Our advice concerning a particular investment shall be limited to advising you with regard to any applicable tax ramifications of the investment. It shall not include advising you regarding the economic viability or consequences of the investment or whether or not you should make, retain, or dispose of the investment. Our advice regarding any applicable tax ramifications of the investment shall be based on documents and information that you provide us regarding the investment. However, if you would like investment advice, we are happy to provide contact information for (a) qualified investment advisor(s).

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. Our services do not relieve you of your responsibilities.

CLIENT RESPONSIBILITIES

Our services will be conducted on the basis that you acknowledge and understand your responsibility for (as and if applicable):

- assuming all management responsibilities; overseeing any services we provide by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience;
- evaluating the adequacy and results of services (including non-attest services) performed by us; and accepting responsibility for the results of such services; designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial information that is free from material misstatement, whether due to fraud or error, including monitoring ongoing activities;
- the selection and application of accounting principles and framework;
- the preparation and fair presentation of the financial information in conformity with the applicable accounting framework;
- making drafts of financial information or 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);
- timely providing us with:
 1. access to all information of which you are aware or have in your possession, custody, or control that is relevant to the services for which we are engaged, including but not limited to items 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;
- unrestricted access to persons within the entity from whom we determine it necessary to perform our services;
 - the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting you or your entity 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 information or financial statements;
 - informing us of your knowledge of any allegations of fraud or suspected fraud affecting you or your entity received in communications from employees, former employees, regulators, or others;
 - identifying and ensuring compliance with applicable laws and regulations;
 - the safeguarding of assets, the proper recording of transactions in the book(s) of accounts; and the substantial completeness and accuracy of the financial records, and the full and accurate disclosure of all relevant facts to us.
 - informing, in writing, the engagement partner (or individual leading the engagement) before entering into any substantive employment discussions with any CPA Firm or CRI Advisor personnel, to ensure our independence is not impaired under the AICPA Code of Professional Conduct, if applicable

You represent that the information you are supplying to us is accurate and complete to the best of your knowledge and that you have disclosed to us all relevant facts affecting our services.

USE OF FOREIGN AFFILIATES AND THIRD-PARTY SERVICE PROVIDERS

By executing this MSA, and for so long as it remains in effect, you consent to the use of international service providers, including disclosure of your confidential financial information, if applicable, to our service providers located outside the United States. We maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. We also secure and require confidentiality agreements with these service providers to maintain the confidentiality of your information and take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. We remain responsible for the work provided by any such third-party service providers.

RECORD RETENTION

We retain records in accordance with our record retention policy. We do not keep any of your original records, so we will return those to you upon completion of the engagement. When records are returned to you, it is your responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies. You acknowledge and agree that upon the expiration of the applicable retention periods reflected within our record retention policy, available upon request, we are free to destroy our records related to the relevant or affected engagement(s).

REQUEST FOR DISCLOSURE

As part of the alternative practice structure both CPA Firm and CRI Advisors agree to comply with the AICPA Code of Professional Conduct, as applied to the alternative practice structure, and applicable federal, state and local rule with respect to confidentiality of client information. In the event that we are requested or required to disclose any confidential information by law, a subpoena or order issued by a court of competent jurisdiction, other governmental or regulatory authority, or professional standards (each, an "Order") or are requested or required to disclose any of the confidential information by a non-governmental third party ("Third-Party Demand"), we shall, where legally permissible and reasonably practicable, give you reasonable notice of the Order or Third-Party Demand so that you may seek a protective order or other appropriate remedy at your sole expense, or waive our compliance with the applicable confidentiality provisions of this MSA. In the event you direct us not to make the disclosure, you agree to defend, reimburse, and hold us harmless from any costs or expenses incurred in defending the privilege, including, by way of illustration only, our attorney's fees, court costs, outside adviser's costs, out-of-pocket expenses of any kind, or penalties or fines imposed as a result of your asserting the privilege or your direction to us to assert the privilege or otherwise withhold production; provided, however, we retain the sole discretion, after consultation with our legal counsel, to determine whether or not, and to what extent, to comply with or otherwise address any Order or Third-Party Demand.

DATA SECURITY

In the interest of facilitating our services to you, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to you may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, we employ measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this relationship.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network, other collaborative virtual workspaces, or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows the parties hereto to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this MSA or any related Engagement Letter(s), you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions, and limitations of such agreement. You agree that we have no responsibility for the activities of third-party vendors supplying these tools and agree to indemnify and hold us harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records.

Therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or force majeure, copies of which you have provided to us pursuant to this MSA or any related Engagement Letter(s), we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

DISPUTE RESOLUTION

In the event of a dispute between the parties, which arises out of or relates to this MSA or any related Engagement Letter(s), the breach thereof or the services provided or to be provided hereunder or in the related Engagement Letter(s), if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation, or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15) calendar days following notice being provided to the other party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its Dispute Resolution Rules for Professional Accounting and Related Services Disputes. The costs of any mediation proceedings shall be shared equally by all parties.

LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS MSA, WE SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE, OR ANCILLARY DAMAGES OF ANY KIND ALLEGED AS A RESULT OF ANY CAUSE OF ACTION ARISING FROM OR IN ANY WAY RELATED TO THIS MSA (WHICH INCLUDES, FOR CLARIFICATION, ALL RELEVANT AND AFFECTED ENGAGEMENT LETTER(S)), WHETHER FOR BREACH OF CONTRACT, TORT, OR OTHERWISE. UNLESS OTHERWISE STATED IN THIS MSA, THE PARTIES AGREE THAT OUR TOTAL CUMULATIVE LIABILITY (INCLUDING OUR EMPLOYEES, DIRECTORS, OFFICERS, OR AGENTS), SHALL NOT EXCEED THE AMOUNT OF FEES EARNED BY US RELATED TO THE RELEVANT SERVICE(S) (AS SPECIFIED IN THE AFFECTED ENGAGEMENT LETTER(S)) DURING THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, AS SUCH AMOUNT SHALL SERVE AS A REASONABLE PROSPECTIVE ESTIMATE OF ANY DAMAGES WHICH YOU MAY SUFFER THROUGH ANY BREACH BY US OF THE TERMS OF THIS MSA, AS SUCH DAMAGES MAY BE SPECULATIVE OR IMPOSSIBLE TO CALCULATE. IF THERE ARE UNPAID FEES OWED TO US, THIS CUMULATIVE LIABILITY WILL BE REDUCED BY THE VALUE OF THE UNPAID FEES WITH NO ADDITIONAL INTEREST OR CHARGES, AS WE RETAIN THE RIGHT TO OFFSET ANY SUMS CLAIMED AS DUE AND OWED BY YOU, BY ANY SUMS TO WHICH WE ARE LEGALLY ENTITLED. THIS LIMITATION SHALL APPLY WHETHER OR NOT FURTHER DAMAGES ARE FORESEEABLE, OR WHETHER EITHER PARTY (OR ITS EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT(S) AGREE TO DEFEND, INDEMNIFY, AND HOLD CRI HARMLESS AGAINST ALL CLAIMS OF ANY KIND ARISING FROM IMPROPER THIRD-PARTY DISCLOSURE OF CRI REPORTS OR WORK PRODUCT.

GOVERNING LAW AND VENUE

This MSA and any underlying Engagement Letter(s), including but not limited to, any act or omission of CRI pursuant to the MSA and/or any work by CRI shall be governed by the laws of the State of Alabama, without reference to any conflict of laws rules or principles. Any claim, civil action, or legal proceeding arising out of, or in any way relating to, this MSA or any underlying Engagement Letter(s), any act or omission of CRI pursuant to the MSA, and/or any other agreement(s) with CRI, must be brought in a state court having jurisdiction in Coffee County, Alabama, Enterprise Division, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding and agrees to waive any defenses or objections to venue and jurisdiction within Coffee County, Alabama, including forum non conveniens.

STATUTE OF LIMITATIONS

The parties agree that there shall be a one-year statute of limitation (from the earlier of delivery of the service or termination of the MSA or Engagement Letter(s)) for the filing of any requests for arbitration, lawsuit, or proceeding related to this MSA. If such a claim is filed more than one year, or the minimum durational period having been determined as permissible by applicable statutory law or by a court of competent jurisdiction, subsequent to the delivery of the service or termination of the MSA or Engagement Letter(s), whichever occurs first in time, then it shall be precluded by this provision, regardless of whether or not the claim has accrued at that time.

TERMINATION

The MSA shall continue in full force and effect until terminated in accordance with this section. We have the right and sole discretion to terminate and withdraw from this MSA immediately upon written notice to you for any reason including, but not limited to, if you do not provide us with requested information in a timely manner, refuse to cooperate with our reasonable requests, fail to timely pay, or misrepresent any facts. Withdrawal or termination of this MSA constitutes withdrawal and termination from any and all related Engagement Letter(s).

We also have the right and sole discretion to withdraw for any reason from any specific engagement covered by an Engagement Letter immediately upon written notice to you. Our withdrawal will release us from any obligation to complete the services covered by that Engagement Letter and will constitute completion of that engagement. You agree to compensate us for our time and out-of-pocket expenses through the date of any termination and withdrawal of this MSA or any Engagement Letter(s).

RELATIONSHIP AND DISCLOSURE BETWEEN AFFILIATES

As indicated, CPA Firm and CRI Advisors operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CPA Firm provides attest services to its clients. CRI Advisors is not a licensed CPA firm and does not provide audit or attest services. CRI Advisors has a contractual arrangement with CPA Firm whereby CRI Advisors provides CPA Firm with professional and support personnel and other support services to allow CPA Firm to perform its professional services and performs all services in connection with our engagements for which licensure as a CPA firm is not required. From time to time, CRI Advisors may consult with CPA Firm in the provision of services pursuant to this MSA or an underlying Engagement Letter. In order to avoid duplication of efforts arising out of this arrangement, you consent to our sharing among and between CRI Advisors and CPA firm the information that we may obtain from you in the course of an engagement performed or services provided in any and all Engagement Letter(s).

You consent to CRI Advisors and CPA Firm sharing your Client information with one another and their respective subsidiaries and affiliates, in support of the services to be provided under an Engagement Letter. Unless you indicate otherwise, your acceptance of the terms of this MSA shall be understood by us as your consent to make disclosures among and between CPA Firm and CRI Advisors and their respective subsidiaries, affiliates, and employees of confidential information that we may obtain in the course of our engagement.

You consent to the transfer by CPA Firm of all Client files, work papers and work product, for services other than attest services, if any, which includes confidential client information to CRI Advisors. Please let us know immediately if you have any objection to such transfer of your files.

You consent to us using your financial, tax, and personal information to send to you by any medium: firm newsletters, surveys, press releases, invitations to our seminars, information regarding related services from affiliated companies and/or portfolio companies, and any other communication sent to some or all of our clients. You also consent to us sharing your financial, tax, and personal or confidential information with our affiliated companies and/or portfolio companies. This consent is not conditioned upon our providing services to you.

CORPORATE TRANSPARENCY ACT/BENEFICIAL OWNERSHIP INFORMATION REPORTING

Assisting you with your compliance with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BOI") reporting, is not within the scope of this MSA. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

SEVERABILITY

If any provision of this MSA or any underlying Engagement Letter(s) is found by any court to be void or otherwise unenforceable, the remainder of this MSA and any underlying Engagement Letter(s) will remain valid and enforceable as though such void or unenforceable provision were absent upon the date of its execution.

COUNTERPARTS

This MSA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become a binding agreement when one or more of the counterparts have been signed by each of the parties and delivered to the other party. Signatures provided by facsimile or electronically shall be valid and binding. If we do not receive signed client acknowledgement(s)/authorization from you within ninety (90) days from the date hereof and you continue to interact with us related to your engagement(s) in or after that timeframe, then your continued interaction will signify and represent your agreement.

MODIFICATION

This MSA may be amended, modified, or supplemented only by written agreement executed by all parties. In the event of a conflict between the terms of this MSA and any Engagement Letter(s), the terms of this MSA shall supersede, unless the applicable Engagement Letter(s) specifically states otherwise and references this MSA.

LATE FEES AND INTEREST

Client agrees to pay all services, fees, and costs of any underlying engagement, and payment is due upon receipt of our invoice. We reserve the right, in our sole discretion, to impose late fees or interest on any balance that is past due. Failure to make timely payments may, upon notice, result in our termination of this MSA and any Engagement Letter(s).

ENTIRE AGREEMENT

This Agreement, including all Engagement Letter(s) and all attachments, schedules, and exhibits hereto or thereto, all of which are incorporated herein by reference, constitutes the full and complete agreement between the parties, including all predecessors of CRI, concerning the subject matter hereof and supersedes all prior and contemporaneous understandings and writings with respect thereto. No additional terms contained in any purchase order, order acknowledgement, confirmation, delivery acknowledgement, similar document, other correspondence, or written or oral communication between the parties will be valid and such additional or conflicting terms are deemed rejected by the parties.

CLIENT ACKNOWLEDGEMENT(S)

If you acknowledge and agree with the terms of our agreement as described in this MSA, please indicate by executing.

Very truly yours,

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, L.L.C.

CRI Advisors, LLC

CRI ADVISORS, LLC

Signature

Phil Neisel

Old Sixth Ward Redevelopment Authority

<signature>

<sign date>

Signature

Gwendolyn Tillotson-Bell

<signature>

<sign date>

Authorized Signer on behalf of Old Sixth Ward Redevelopment Authority



CARR, RIGGS & INGRAM, L.L.C.

To Management and Those Charged with Governance
of Old Sixth Ward Redevelopment Authority

This Engagement Letter and its attachments, if any, are governed by the Master Services Agreement 2.0 ("MSA") between Carr, Riggs & Ingram, L.L.C. ("CPA Firm", "we", "us", or "our") and the Client; the terms of which are hereby incorporated into this Engagement Letter by reference. By executing this Engagement Letter, the parties agree to and intend to be bound by the terms of the MSA.

"Carr, Riggs & Ingram" and "CRI" are the brand names under which CPA Firm and CRI Advisors, LLC ("CRI Advisors" or "Advisors") provide professional services. Carr, Riggs & Ingram, L.L.C., Carr, Riggs & Ingram Capital, LLC and their respective subsidiaries operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CPA Firm is a licensed independent CPA firm that provides attest services, as well as additional ancillary services, to its clients. CRI Advisors provides tax and business consulting services to its clients. CRI Advisors and its subsidiaries are not licensed CPA firms and will not provide any attest services. The entities falling under the Carr, Riggs & Ingram or CRI brand are independently owned and are not responsible or liable for the services and/or products provided, or engaged to be provided, by any other entity under the Carr, Riggs & Ingram or CRI brand. Our use of the term "CRI," and terms of similar import, denote the alternative practice structure conducted by CPA Firm, CRI Advisors, their subsidiaries and affiliates, as appropriate.

This Engagement Letter confirms and specifies the terms of our engagement and clarifies the nature and extent of the services we will provide for Old Sixth Ward Redevelopment Authority ("Client", "Entity", "you", or "your") as of and for the year ended June 30, 2025 (the "Selected Period(s)"). Except as otherwise expressly set forth herein, this Engagement Letter only governs attest services, provided to you by CPA Firm. Except as otherwise expressly set forth herein, any non-attest services, including any non-attest services provided by CRI Advisors or any other entities within the Carr, Riggs & Ingram alternative practice structure, will be governed by (a) separate Engagement Letter(s) between such entity and the Client.

In connection with the alternative practice structure, CRI Advisors maintains custody of client files for CPA Firm and CRI Advisors. By executing this engagement letter, you hereby consent to the transfer to CRI Advisors of all your client files, work papers and work product. Unless you indicate otherwise, your acceptance of the terms of this engagement shall be understood by us as your consent to transfer such files and records.

SCOPE AND OBJECTIVES

We will audit the financial statements and the disclosures, which collectively comprise the basic financial statement(s) of the Entity for the Selected Period(s) ended for the following: governmental activities, major fund and the related disclosures to the financial statements, otherwise known as the notes to the financial statements (collectively, the "Financial Statements").

The Financial Statements are prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") (the "Selected Basis").

We will perform an audit engagement with respect to the Financial Statements of the Entity. As and if applicable and indicated in the following paragraphs, we will also perform the appropriate procedures related to either supplementary information ("Supplementary Information") and/or required supplementary information ("RSI").

The objectives of our audit are to obtain reasonable assurance about whether the Financial Statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your Financial Statements are fairly presented, in all material respects, in conformity with the Selected Basis and report on the fairness of the Supplementary Information referred to below 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 auditing standards generally accepted in the United States of America ("GAAS") will always detect a material misstatement when it exists. Misstatements 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.

The Selected Basis provides for certain RSI, such as management's discussion and analysis ("MD&A"), to supplement Entity's Financial Statements. Such information, although not a part of the Financial Statements, is required by the Governmental Accounting Standards Board ("GASB") who considers it to be an essential part of the financial reporting for placing the Financial Statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Entity's RSI in accordance with GAAS. These limited procedures will consist of inquires of management regarding methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the Financial Statements, and other knowledge we obtained during our audit of the 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 appropriate evidence to express an opinion or provide any assurance. This RSI is required by the Selected Basis and will be subjected to certain limited procedures, but will not be audited: MD&A, Budgetary Comparison Schedule - General Fund, and Budgetary Notes to Required Supplementary Information.

We have also been engaged to report on Supplementary Information other than RSI that accompanies the Entity's Financial Statements. We will subject the following Supplementary Information 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 GAAS, and we will provide an opinion on it in relation to the

Financial Statements as a whole in a separate written report accompanying our auditor's report on the Financial Statements or in a report combined with our auditor's report on the Financial Statements: Schedule of Operating Expenses and Capital Expenditures and Schedule of Estimated Project Costs to Actual Costs.

OUR RESPONSIBILITIES

We will conduct our audit in accordance with GAAS. We will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. 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 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 Entity or to acts by management or employees acting on behalf of the Entity.

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 or 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 come 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 obtain an understanding of the Entity and its environment, including the system of internal control, 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 opinion. 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 internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning: management override of controls and improper revenue recognition due to fraud.

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 Entity's ability to continue as a going concern for a reasonable period of time.

AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the Financial Statements are free of material misstatement, we will perform tests of the Entity'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.

Our audit does not relieve you of your responsibilities.

OTHER SERVICES

We will only perform the following non-attest services for the Entity, based upon information provided by you and in accordance with professional standards:

- Assist management in preparing the Financial Statements
- Assist management in preparing the RSI
- Assist management in preparing the Supplementary Information

For any non-attest services provided by CRI, you agree to assume all management responsibilities for these non-attest services and any other non-attest services we provide; oversee the services by designating an individual with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

The non-attest services, if any, are limited to those previously defined in this letter, or as identified in a separate Engagement Letter. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

CLIENT RESPONSIBILITIES

In addition to your responsibilities identified in the MSA, our engagement 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, and monitoring ongoing activities
- the selection and application of accounting principles; for the preparation and fair presentation of the Financial Statements and all accompanying information in conformity with the Selected Basis
- the preparation and fair presentation of the Financial Statements in conformity with the Selected Basis

- 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)
- evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern within one year after the date that the financial statements are available to be issued
- 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 Entity from whom we determine it necessary to obtain audit evidence (4) if applicable, you will provide us with the final version of all documents comprising the annual report which includes other information, prior to the date of our auditor's report. If the final version of these documents are not available prior to the date of our auditor's report, they will be provided as soon as practical and the Entity will not issue the annual report prior to providing them to the auditor
- required written representations from you about the Financial Statements and related matters, at the conclusion of our audit
- required written representations that (1) you are responsible for presentation of the Supplementary Information in accordance with GAAP; (2) you believe the Supplementary Information, including its form and content, is fairly presented in accordance with GAAP; (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.
- 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 taken as a whole
- 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 Entity 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
- informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants
- preparation of the Supplementary Information, as applicable, in conformity with the Selected Basis. 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 and to include

the audited Financial Statements with any presentation of the Supplementary Information that includes our report thereon

- if publishing Financial Statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document
- disclosing the date through which subsequent events have been evaluated and whether that date is the date the Financial Statements were issued or were available to be issued
- informing, in writing, the engagement partner before entering into any substantive employment discussions with any CPA Firm or CRI Advisors personnel, to ensure our independence is not impaired under the AICPA Code of Professional Conduct
- informing us on a timely basis of the name of any single investor in you that owns 20% or more of your equity at any point in time
- informing us on a timely basis of any investments held by you which constitutes 20% or more of the equity/capital of the investee entity at any point in time

ENGAGEMENT ADMINISTRATION

Jessica Ortiz is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We understand that your employees will prepare all confirmations and schedules we request and will locate any documents selected by us for testing. A request list of information we expect to need for our audit will be provided to you. Your prompt attention to and timely return of the requested items will significantly contribute to the efficiency of our audit process.

In accordance with certain regulations, we, as your auditors, are required to make the following commitments:

- The documentation for this engagement is the property of CRI and constitutes confidential information. However, we may be requested to make certain documentation available to regulators, federal or state agencies, governmental agencies, etc. ("regulators" or "agencies") pursuant to authority given to it by law or regulation. If requested, access to such documentation will be provided under the supervision of CPA Firm personnel. Furthermore, upon request, we may provide copies of selected documentation to these regulators or agencies. These regulators or agencies may intend, or decide, to distribute the copies or information contained therein to others.
- We will file a copy of our most recent peer review report with any applicable regulators or agencies.

- As appropriate, we may meet with those charged with governance before the audit report(s) are filed with any required regulators or agencies.

The information that we obtain in auditing is confidential, as required by the AICPA Code of Professional Conduct. Therefore, your acceptance of this Engagement Letter will serve as your advance consent to our compliance with above commitments.

REPORTING

As part of our engagement, we will issue a written report upon completion of our audit of the Entity's Financial Statements. Our report will be addressed to management, those charged with governance, or both, as appropriate, of the Entity. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add 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 opinion is other than unmodified, we will discuss the reasons with you in advance.

TERMINATION

If for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

We reserve the right and sole discretion to withdraw for any reason from this engagement immediately upon written notice to you. Our withdrawal will release us from any obligation to complete the services covered by this Engagement Letter and will constitute completion of this engagement.

Our engagement with you will terminate upon the earlier of our delivery of your report or withdrawal. In either case, you agree to compensate us for our services, fees, and costs to the date of withdrawal.

CORPORATE TRANSPARENCY ACT/BENEFICIAL OWNERSHIP INFORMATION REPORTING

Assisting you with your compliance with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BOI") reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

OUR FEES

We estimate that our fees for these services will be \$12,075.

We will also charge you for applicable out-of-pocket expenses incurred in the course of our engagement, including, but not limited to: technology costs, travel expenses (meals, lodging, transportation, etc.), third party technical resources, administrative costs (courier services, report preparation, copying), and any other direct engagement expenses. We may also charge a fee for applications, subscriptions, hosting, or technology we utilize in providing services to you.

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances (such as, but not limited to, difficulty or delays in obtaining requisite responses to necessary or required procedures, significant changes to promulgated standards, time incurred for financial statement adjustment(s) and the related procedures required, or significant changes to your organization or its internal control structure) will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

CLIENT ACKNOWLEDGEMENT(S)

If you acknowledge and agree with the terms of our agreement as described in this Engagement Letter, please indicate by executing.

Very truly yours,

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, L.L.C.

Signature

Phil Neisel

Old Sixth Ward Redevelopment Authority

<signature>

<sign date>

Signature

Gwendolyn Tillotson-Bell

<signature>

<sign date>

Authorized Signer(s)

TAB 5.a.

CAPITAL IMPROVEMENT PROJECTS
FISCAL YEAR 2026

**CITY OF HOUSTON
ECONOMIC DEVELOPMENT DIVISION
FISCAL YEAR 2026 BUDGET PROFILE**

Fund Summary
Fund Name: **Old Sixth Ward Redevelopment Authority**
TIRZ: **13**
Fund Number: **7561/50**

P R O J E C T P L A N	Base Year:		1998
	Base Year Taxable Value:	\$	34,345,500
	Projected Taxable Value (TY2025):	\$	1,003,095,420
	Current Taxable Value (TY2024):	\$	964,514,827
	Acres:		249.54
	Administrator (Contact):		City of Houston
	Contact Number:		(832) 393-0985

N A R R A T I V E	Zone Purpose:
	Tax Increment Reinvestment Number Thirteen, City of Houston, Texas was created to provide the mechanisms needed to assist in the repositioning of the historic Old Sixth Ward from a blighted and deteriorated neighborhood into a viable residential community. Proposed public improvements included provisions for the design and construction of roadways and utility systems, parks, land acquisition, historic preservation, cultural and public facilities improvements, environmental remediation, streetscape improvements and public art.

		Total Plan	Cumulative Expenses (to 6/30/24)	Variance
P R O J E C T P L A N	Capital Projects:			
	Public Utilities	\$ 15,400,000	\$ 3,941,202	\$ 11,458,798
	Roadway and Sidewalk Improvements	21,912,000	4,059,272	17,852,728
	Historic Preservation	6,000,000	1,013,867	4,986,133
	Parks and Recreational Facilities	6,134,000	2,064,382	4,069,618
	Mitigation and Remediation	100,000	-	100,000
		-	-	-
		-	-	-
		-	-	-
	Total Capital Projects	\$ 49,546,000	\$ 11,078,723	\$ 38,467,277
	Affordable Housing	11,765,306	11,834,437	(69,131)
	School & Education/Cultural Facilities	4,854,691	2,914,191	1,940,500
N	Financing Costs	-	1,948,690	(1,948,690)
	Administration Costs/ Professional Services	1,339,973	2,184,649	(844,676)
	Creation Costs	60,000	-	60,000
	Total Project Plan	\$ 67,565,970	\$ 29,960,690	\$ 37,605,280

	Additional Financial Data	FY2025 Budget	FY2025 Estimate	FY2026 Budget
D E B T	<u>Debt Service</u>	\$ 236,919	\$ 236,919	\$ 237,294
	Principal	\$ 205,797	\$ 205,797	\$ 211,122
	Interest	\$ 31,122	\$ 31,122	\$ 26,172
		Balance as of 6/30/24	Projected Balance as of 6/30/25	Projected Balance as of 6/30/26
	<u>Year End Outstanding (Principal)</u>			
	Bond Debt	\$ -	\$ -	\$ -
	Bank Loan	\$ -	\$ -	\$ -
	Line of Credit	\$ -	\$ -	\$ -
	Developer Agreement	\$ -	\$ -	\$ -
	Other	\$ 951,715	\$ 745,918	\$ 534,796

CITY OF HOUSTON
ECONOMIC DEVELOPMENT DIVISION
FISCAL YEAR 2026 BUDGET DETAIL

Fund Summary
Fund Name: Old Sixth Ward Redevelopment Authority
TIRZ: 13
Fund Number: 7561/50

TIRZ Budget Line Items	FY2025 Budget	FY2025 Estimate	FY2026 Budget
RESOURCES			
RESTRICTED Funds - Capital Projects	\$ 7,035,941	\$ 6,822,979	\$ 8,399,649
RESTRICTED Funds - Affordable Housing	\$ -	\$ -	\$ -
RESTRICTED Funds - Bond Debt Service	\$ 247,720	\$ 24,224	\$ 247,720
Beginning Balance	\$ 7,283,661	\$ 6,847,203	\$ 8,647,369
City tax revenue	\$ 4,105,519	\$ 4,105,519	\$ 4,534,170
County tax revenue	\$ -	\$ -	\$ -
ISD tax revenue	\$ 329,085	\$ 329,085	\$ 407,424
ISD tax revenue - Pass Through	\$ 284,407	\$ 284,407	\$ 284,407
Community College tax revenue	\$ -	\$ -	\$ -
Incremental property tax revenue	\$ 4,719,011	\$ 4,719,011	\$ 5,226,001
City of Houston	\$ -	\$ -	\$ -
Miscellaneous revenue	\$ -	\$ -	\$ -
COH TIRZ interest	\$ 784	\$ 784	\$ 784
Interest Income	\$ 5,500	\$ 4,012	\$ 5,500
Other Interest Income	\$ 6,284	\$ 4,796	\$ 6,284
Grant Proceeds	\$ -	\$ -	\$ -
Proceeds from Bank Loan	\$ -	\$ -	\$ -
Contract Revenue Bond Proceeds	\$ -	\$ -	\$ -
TOTAL AVAILABLE RESOURCES	\$ 12,008,956	\$ 11,571,010	\$ 13,879,654

CITY OF HOUSTON
ECONOMIC DEVELOPMENT DIVISION
FISCAL YEAR 2026 BUDGET DETAIL

Fund Summary
Fund Name: Old Sixth Ward Redevelopment Authority
TIRZ: 13
Fund Number: 7561/50

TIRZ Budget Line Items	FY2025 Budget	FY2025 Estimate	FY2026 Budget
EXPENDITURES			
Accounting	\$ 17,000	\$ 15,955	\$ 17,000
Administration Salaries & Benefits	\$ 100,000	\$ 90,000	\$ 100,000
Auditor	\$ 15,000	\$ 8,300	\$ 15,000
Bond Services/Trustee/Financial Advisor	\$ 2,000	\$ 1,914	\$ 2,000
Insurance	\$ 2,250	\$ 2,000	\$ 2,250
Office Administration	\$ 15,000	\$ 8,000	\$ 15,000
TIRZ Administration and Overhead	\$ 151,250	126,169	\$ 151,250
Engineering Consultants	\$ 50,000	\$ 11,000	\$ 50,000
Legal	\$ 35,000	\$ 11,000	\$ 35,000
Construction Audit	\$ -	\$ -	\$ -
Planning Consultants	\$ 30,000	\$ -	\$ 30,000
Program and Project Consultants	\$ 115,000	\$ 22,000	\$ 115,000
Management consulting services	\$ 266,250	\$ 148,169	\$ 266,250
Capital Expenditures (See CIP Schedule)	\$ 3,765,000	\$ 260,000	\$ 4,620,000
	\$ -	\$ -	\$ -
TIRZ Capital Expenditures	\$ 3,765,000	\$ 260,000	\$ 4,620,000
MMP 2411 Washington	\$ -	\$ -	\$ -
Developer / Project Reimbursements	\$ -	\$ -	\$ -
CO Debt Service			
Principal	\$ 205,797	\$ 205,797	\$ 211,122
Interest	\$ 31,122	\$ 31,122	\$ 26,172
System debt service	\$ 236,919	\$ 236,919	\$ 237,294
TOTAL PROJECT COSTS	\$ 4,268,169	645,088	\$ 5,123,544
Payment/transfer to ISD - educational facilities	\$ 142,778	142,778	147,199
Payment/transfer to ISD - educational facilities (Pass Through)	\$ 189,605	189,605	189,605
Administration Fees:			
City	\$ 205,276	\$ 205,276	\$ 226,709
County	\$ -	\$ -	\$ -
ISD	\$ 25,000	\$ 25,000	\$ 25,000
HCC	\$ -	\$ -	\$ -
Affordable Housing:			
City	\$ 1,368,506	\$ 1,368,506	\$ 1,511,390
County	\$ -	\$ -	\$ -
ISD to City of Houston	\$ 204,497	\$ 204,497	\$ 190,467
Municipal Services (Payable to COH)	\$ 142,891	\$ 142,891	\$ 142,891
Total Transfers	\$ 2,278,553	2,278,553	2,433,261
Total Budget	\$ 6,546,722	\$ 2,923,641	\$ 7,556,805
RESTRICTED Funds - Capital Projects	\$ 5,437,514	8,399,649	6,298,129
RESTRICTED Funds - Affordable Housing	\$ -	-	-
RESTRICTED Funds - Bond Debt Service	\$ 24,720	247,720	24,720
Ending Fund Balance	\$ 5,462,234	8,647,369	6,322,849
Total Budget & Ending Fund Balance	\$ 12,008,956	11,571,010	13,879,654

Notes:

2026 - 2030 CAPITAL IMPROVEMENT PLAN
TIRZ NO. 13 Old Sixth Ward Redevelopment Authority

CITY OF HOUSTON - TIRZ PROGRAM
Economic Development Division

Council District	CIP No.	Project	Fiscal Year Planned Appropriations								
			Through 2024	Projected 2025	2026	2027	2028	2029	2030	FY26 - FY30 Total	Cumulative Total (To Date)
H	T-1310	Hemphill Road	\$ -	150,000	2,600,000	500,000	-	-	-	3,100,000	3,250,000
H	T-1317	Washington Ave Pedestrian Improvements	\$ 1,450	-	-	-	-	-	-	-	1,450
H	T-1319	Sawyer Street Re-Construction	\$ -	-	-	-	150,000	4,550,000	-	4,700,000	4,700,000
H	T-1320	Improvements on Silver Street at Washington and North Memorial Way	\$ -	5,000	-	-	-	-	-	-	5,000
H	T-1322	Multimodal Safety Improvements	\$ -	\$ 30,000	\$ 800,000	\$ -	\$ -	\$ -	\$ -	800,000	830,000
H	T-1324	Silver Street Improvements	\$ -	-	\$ -	\$ -	\$ 600,000	\$ 3,000,000	\$ -	3,600,000	3,600,000
H	T-1328	Improvements to Washington and Sawyer Intersection	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
H	T-1329	Oliver Street Reconstruction	\$ -	50,000	\$ 420,000	\$ 4,000,000	\$ -	\$ -	\$ -	4,420,000	4,470,000
H	T-1399	Safe Intersection Crossing and Sidewalk Program	\$ -	25,000	800,000	75,000	925,000	-	-	1,800,000	1,825,000
Totals			\$ 1,790,254	\$ 260,000	\$ 4,620,000	\$ 4,575,000	\$ 1,675,000	\$ 7,550,000	\$ -	\$ 18,420,000	\$ 20,470,254

* NOTE:

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2026 - 2030 CAPITAL IMPROVEMENT PLAN
TIRZ NO. 13 Old Sixth Ward Redevelopment Authority

CITY OF HOUSTON - TIRZ PROGRAM
Economic Development Division

Source of Funds	Fiscal Year Planned Appropriations								
	Through 2024	Projected 2025	2026	2027	2028	2029	2030	FY26 - FY30 Total	Cumulative Total (To Date)
TIRZ Funds	1,788,804	-	-	-	-	-	-	-	1,788,804
City of Houston	-	-	-	-	-	-	-	-	-
Grants	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-
Project Total	1,788,804	-	-	-	-	-	-	-	1,788,804

Project: Hemphill Road				City Council District		Key Map:			WBS.:	T-1310	
				Location: H		Geo. Ref.:					
				Served: H		Neighborhood:					
Description:	Sidewalk improvements, storm water collection, excavation and paving of Hemphill Road.			Operating and Maintenance Costs: (\$ Thousands)							
					2026	2027	2028	2029	2030	Total	
				Personnel	-	-	-	-	-	\$ -	
				Supplies	-	-	-	-	-	\$ -	
Justification:	Converting the existing 17' wide street with roadside ditches to a 20' wide curb and gutter road will allow sidewalks on both sides and improve the existing drainage.			Svcs. & Chgs.	-	-	-	-	-	-	\$ -
				Capital Outlay	-	-	-	-	-	-	\$ -
				Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
				FTEs							
Fiscal Year Planned Expenses											
Project Allocation		Projected Expenses thru 6/30/24	2025 Budget	2025 Estimate	2026	2027	2028	2029	2030	FY26 - FY30 Total	Cumulative Total (To Date)
Phase											
1	Planning	-	-	-	-	-	-	-	-	\$ -	\$ -
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -
3	Design		250,000	150,000	100,000				-	\$ 100,000	\$ 250,000
4	Construction	-		-	2,500,000	500,000			-	\$ 3,000,000	\$ 3,000,000
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -
7	Other		-		-		-		-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
Other Sub-Total:		-	-	-	-	-	-	-	-	\$ -	\$ -
Total Allocations		\$ -	\$ 250,000	\$ 150,000	\$ 2,600,000	\$ 500,000	\$ -	\$ -	\$ -	\$ 3,100,000	\$ 3,250,000
Source of Funds											
TIRZ Funds		-	250,000	150,000	2,600,000	500,000	-	-	-	\$ 3,100,000	\$ 3,250,000
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -
Grants		-		-			-	-	-	\$ -	\$ -
Other		-	-	-	-	-	-	-	-	\$ -	\$ -
Total Funds		\$ -	\$ 250,000	\$ 150,000	\$ 2,600,000	\$ 500,000	\$ -	\$ -	\$ -	\$ 3,100,000	\$ 3,250,000

Project: Washington Ave Pedestrian Improvements				City Council District		Key Map:			WBS.:	T-1317			
				Location:		H		Geo. Ref.:					
				Served:		H		Neighborhood:					
Description:	Re-construction of broken curb, gutter, broken sidewalk and removal of unnecessary gravel or concrete, tree planting, sign replacement along Washington Avenue between Oliver St. and Houston Avenue. Council District H. Phase 1 is a 4 block section (Henderson St. to Sabine St.).			Operating and Maintenance Costs: (\$ Thousands)									
					2026	2027	2028	2029	2030	Total			
				Personnel	-	-	-	-	-	\$ -			
				Supplies	-	-	-	-	-	\$ -			
Justification:	Sidewalk is not ADA compliant and does not provide a safe pedestrian pathway. Unnecessary gravel and concrete are safety hazards. Replacing the broken curb and gutter would improve drainage and add beautification to Washington Avenue.			Svcs. & Chgs.	-	-	-	-	-	-	\$ -		
				Capital Outlay	-	-	-	-	-	-	\$ -		
				Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
				FTEs									
				Fiscal Year Planned Expenses									
Project Allocation		Projected Expenses thru 6/30/24	2025 Budget	2025 Estimate	2026	2027	2028	2029	2030	FY26 - FY30 Total	Cumulative Total (To Date)		
Phase													
1	Planning	-	-	-	-	-	-	-	-	\$ -	\$ -		
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -		
3	Design	1,450							-	\$ -	\$ 1,450		
4	Construction	-		-					-	\$ -	\$ -		
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -		
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -		
7	Other	-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
Other Sub-Total:		-	-	-	-	-	-	-	-	\$ -	\$ -		
Total Allocations													
Total Allocations		\$ 1,450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,450		
Source of Funds													
Source of Funds													
TIRZ Funds		1,450	-	-	-	-	-	-	-	\$ -	\$ 1,450		
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -		
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -		
Other		-	-	-	-	-	-	-	-	\$ -	\$ -		
Total Funds		\$ 1,450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,450		

*NOTE:

Project: Sawyer Street Re-Construction				City Council District		Key Map:			WBS.:	T-1319			
				Location:		H		Geo. Ref.:					
				Served:		H		Neighborhood:					
Description:	Phase 1- Reconstruction of Sawyer Street from intersection at Washington to the RR north of Center. Reconstruction of Sawyer Street from the RR north of Center to the northern boundary of the TIRZ will be included in future phases.			Operating and Maintenance Costs: (\$ Thousands)									
					2026	2027	2028	2029	2030	Total			
				Personnel	-	-	-	-	-	\$ -			
				Supplies	-	-	-	-	-	\$ -			
Justification:	Re-constructing Sawyer Rd. will provide better traffic circulation, pedestrian circulation and help spur new economic development.			Svcs. & Chgs.	-	-	-	-	-	-	\$ -		
				Capital Outlay	-	-	-	-	-	-	\$ -		
				Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
				FTEs									
				Fiscal Year Planned Expenses									
Project Allocation		Projected Expenses thru 6/30/24	2025 Budget	2025 Estimate	2026	2027	2028	2029	2030	FY26 - FY30 Total	Cumulative Total (To Date)		
Phase													
1	Planning	-	-	-	-	-	-	50,000	-	\$ 50,000	\$ 50,000		
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -		
3	Design	-	-	-	-	-	150,000	-	-	\$ 150,000	\$ 150,000		
4	Construction	-	-	-	-	-	-	4,500,000	-	\$ 4,500,000	\$ 4,500,000		
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -		
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -		
7	Other	-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
Other Sub-Total:		-	-	-	-	-	-	-	-	\$ -	\$ -		
Total Allocations		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 4,550,000	\$ -	\$ 4,700,000	\$ 4,700,000		
Source of Funds													
TIRZ Funds		-	-	-	-	-	150,000	4,550,000	-	\$ 4,700,000	\$ 4,700,000		
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -		
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -		
Other		-	-	-	-	-	-	-	-	\$ -	\$ -		
Total Funds		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 4,550,000	\$ -	\$ 4,700,000	\$ 4,700,000		

*NOTE:

Project: Improvements on Silver Street at Washington and North Memorial Way				City Council District		Key Map:		WBS.:		T-1320			
				Location:		H						Geo. Ref.:	
				Served:		H						Neighborhood:	
Description:	Improve pedestrian, bicycle and automobile safety by installing a traffic light at Washington. Improve pedestrian and bicycle safety and accessibility by reimagining Silver and North Memorial Way by reallocating space and limiting cut through traffic..			Operating and Maintenance Costs: (\$ Thousands)									
					2026	2027	2028	2029	2030	Total			
				Personnel	-	-	-	-	-	\$ -			
				Supplies	-	-	-	-	-	\$ -			
				Justification:	The number of pedestrians crossing on Washington Ave. is increasing. Creating one or more safe locations between Houston Ave. and Sawyer St. will make crossing Washington Ave safer. There are a limited number of streets that cross the railroad track and reach all the way to the Silver Street Trail (Silver, Houston, and Sawyer). Silver is the only lower traffic street. This improvement will help to create a street that is safer for pedestrian and bike travel between the two. This allows people from the area to access Buffalo Bayou Park and travel to White Oak Bayou, into the Heights and eventually to Memorial Park.			Svcs. & Chgs.	-	-	-	-	-
Capital Outlay	-	-	-					-	-	\$ -			
Total	\$ -	\$ -	\$ -					\$ -	\$ -	\$ -			
FTEs										-			
Fiscal Year Planned Expenses													
Project Allocation		Projected Expenses thru 6/30/24	2025 Budget	2025 Estimate	2026	2027	2028	2029	2030	FY26 - FY30 Total	Cumulative Total (To Date)		
Phase													
1	Planning	-		-				-	-	\$ -	\$ -		
2	Acquisition	-		-	-		-	-	-	\$ -	\$ -		
3	Design	-	20,000				-	-	-	\$ -	\$ -		
4	Construction	-	800,000	5,000			-	-	-	\$ -	\$ 5,000		
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -		
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -		
7	Other	-		-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
Other Sub-Total:		-	-	-	-	-	-	-	-	\$ -	\$ -		
Total Allocations													
		\$ -	\$ 820,000	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000		
Source of Funds													
TIRZ Funds		-	820,000	5,000	-	-	-	-	-	\$ -	\$ 5,000		
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -		
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -		
Other		-	-	-	-	-	-	-	-	\$ -	\$ -		
Total Funds		\$ -	\$ 820,000	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000		

Project: Multimodal Safety Improvements				City Council District		Key Map:		WBS.:		T-1322			
				Location:		H						Geo. Ref.:	
				Served:		H						Neighborhood:	
Description:	Improve connection to Buffalo Bayou Park and other destinations in the Zone.			Operating and Maintenance Costs: (\$ Thousands)									
					2026	2027	2028	2029	2030	Total			
				Personnel	-	-	-	-	-	\$ -			
				Supplies	-	-	-	-	-	\$ -			
Justification:	This project would provide access to the Bayou, providing a key connection between the MKT Trail and Buffalo Bayou Park. Working with HPW on design			Svcs. & Chgs.	-	-	-	-	-	-	\$ -		
				Capital Outlay	-	-	-	-	-	-	\$ -		
				Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
				FTEs									
				Fiscal Year Planned Expenses									
Project Allocation		Projected Expenses thru 6/30/24	2025 Budget	2025 Estimate	2026	2027	2028	2029	2030	FY26 - FY30 Total	Cumulative Total (To Date)		
Phase													
1	Planning	-	-	-	-	-	-	-	-	\$ -	\$ -		
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -		
3	Design	-	25,000	-	-	-	-	-	-	\$ -	\$ -		
4	Construction	-	1,000,000	30,000	800,000	-	-	-	-	\$ 800,000	\$ 830,000		
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -		
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -		
7	Other	-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
Other Sub-Total:		-	-	-	-	-	-	-	-	\$ -	\$ -		
Total Allocations		\$ -	\$ 1,025,000	\$ 30,000	\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ 800,000	\$ 830,000		
Source of Funds													
TIRZ Funds		-	375,000	30,000	800,000	-	-	-	-	\$ 800,000	\$ 830,000		
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -		
Grants		-	650,000	-	-	-	-	-	-	\$ -	\$ -		
Other		-	-	-	-	-	-	-	-	\$ -	\$ -		
Total Funds		\$ -	\$ 1,025,000	\$ 30,000	\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ 800,000	\$ 830,000		

Project: Silver Street Improvements				City Council District		Key Map:		WBS.:		T-1324	
				Location:	H	Geo. Ref.:					
				Served:	H	Neighborhood:					
Description:	Silver Street from Memorial Way to Spring Street - rehabilitation and/or reconstruction.			Operating and Maintenance Costs: (\$ Thousands)							
					2026	2027	2028	2029	2030	Total	
				Personnel	-	-	-	-	-	\$ -	
				Supplies	-	-	-	-	-	\$ -	
Justification:	The roadway is in poor condition and does not provide adequate access for all modes of transportation. The northern part of this street is a rapidly developing commercial area. This is one of the few streets that cross the RR			Svcs. & Chgs.	-	-	-	-	-	-	\$ -
				Capital Outlay	-	-	-	-	-	-	\$ -
				Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
				FTEs							
Fiscal Year Planned Expenses											
Project Allocation		Projected Expenses thru 6/30/24	2025 Budget	2025 Estimate	2026	2027	2028	2029	2030	FY26 - FY30 Total	Cumulative Total (To Date)
Phase											
1	Planning	-	-	-	-	-	-	-	-	\$ -	\$ -
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -
3	Design	-	-	-	-	-	600,000		-	\$ 600,000	\$ 600,000
4	Construction	-	-	-	-	-	-	3,000,000		\$ 3,000,000	\$ 3,000,000
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -
7	Other	-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
Other Sub-Total:		-	-	-	-	-	-	-	-	\$ -	\$ -
Total Allocations		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600,000	\$ 3,000,000	\$ -	\$ 3,600,000	\$ 3,600,000
Source of Funds											
TIRZ Funds		-	-	-	-	-	600,000	3,000,000	-	\$ 3,600,000	\$ 3,600,000
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -
Other		-	-	-	-	-	-	-	-	\$ -	\$ -
Total Funds		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600,000	\$ 3,000,000	\$ -	\$ 3,600,000	\$ 3,600,000

Project: Improvements to Washington and Sawyer Intersection		City Council District		Key Map:				WBS.:	T-1328			
		Location:		H		Geo. Ref.:						
		Served:		H		Neighborhood:						
Description:	This project will make improvements to the traffic light and crosswalks including pedestrian ramp improvements.	Operating and Maintenance Costs: (\$ Thousands)										
			2026	2027	2028	2029	2030	Total				
		Personnel	-	-	-	-	-	\$ -				
		Supplies	-	-	-	-	-	\$ -				
Justification:	Traffic patterns at this light have been adjusted to include left turn lanes on Sawyer. The traffic lights have not been upgraded to include these turning motions. The crosswalks are poorly marked and the ramps are in need of improvement. This project will improve traffic, pedestrian and bike safety and improve traffic flow.	Svcs. & Chgs.	-	-	-	-	-	\$ -				
		Capital Outlay	-	-	-	-	-	\$ -				
		Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		FTEs						-				
Fiscal Year Planned Expenses												
Project Allocation		Projected Expenses thru 6/30/24	2025 Budget	2025 Estimate	2026	2027	2028	2029	2030	FY26 - FY30 Total	Cumulative Total (To Date)	
Phase												
1	Planning	-	-	-	-	-	-	-	-	\$ -	\$ -	
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -	
3	Design	-		-			-	-	-	\$ -	\$ -	
4	Construction	-	-	-				-	-	\$ -	\$ -	
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -	
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -	
7	Other	-	-	-	-		-		-	\$ -	\$ -	
		-	-	-	-	-	-	-	-	\$ -	\$ -	
		-	-	-	-	-	-	-	-	\$ -	\$ -	
		-	-	-	-	-	-	-	-	\$ -	\$ -	
		-	-	-	-	-	-	-	-	\$ -	\$ -	
Other Sub-Total:		-	-	-	-	-	-	-	-	\$ -	\$ -	
Total Allocations		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Source of Funds												
TIRZ Funds		-	-	-	-	-	-	-	-	\$ -	\$ -	
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -	
Grants		-	-	-				-	-	\$ -	\$ -	
Other		-	-	-	-	-	-	-	-	\$ -	\$ -	
Total Funds		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Project: Oliver Street Reconstruction				City Council District		Key Map:		WBS.:		T-1329	
				Location:	H	Geo. Ref.:					
				Served:	H	Neighborhood:					
Description:	Oliver Street Reconstruction Washington to Summer			Operating and Maintenance Costs: (\$ Thousands)							
					2026	2027	2028	2029	2030	Total	
				Personnel	-	-	-	-	-	\$ -	
				Supplies	-	-	-	-	-	\$ -	
Justification:	The roadway is in poor condition and does not provide adequate access for all modes of transportation. The street is in a commercially redeveloping area and is seeing a significant increase in traffic			Svcs. & Chgs.	-	-	-	-	-	-	\$ -
				Capital Outlay	-	-	-	-	-	-	\$ -
				Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
				FTEs							
Fiscal Year Planned Expenses											
Project Allocation		Projected Expenses thru 6/30/24	2025 Budget	2025 Estimate	2026	2027	2028	2029	2030	FY26 - FY30 Total	Cumulative Total (To Date)
Phase											
1	Planning	-	70,000	50,000	20,000	-	-	-	-	\$ 20,000	\$ 70,000
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -
3	Design	-	-	-	400,000		-	-	-	\$ 400,000	\$ 400,000
4	Construction	-	-	-	-	4,000,000		-	-	\$ 4,000,000	\$ 4,000,000
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -
7	Other	-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
Other Sub-Total:		-	-	-	-	-	-	-	-	\$ -	\$ -
Total Allocations		\$ -	\$ 70,000	\$ 50,000	\$ 420,000	\$ 4,000,000	\$ -	\$ -	\$ -	\$ 4,420,000	\$ 4,470,000
Source of Funds											
TIRZ Funds		-	70,000	50,000	420,000	4,000,000	-	-	-	\$ 4,420,000	\$ 4,470,000
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -
Other		-	-	-	-	-	-	-	-	\$ -	\$ -
Total Funds		\$ -	\$ 70,000	\$ 50,000	\$ 420,000	\$ 4,000,000	\$ -	\$ -	\$ -	\$ 4,420,000	\$ 4,470,000

Project: Safe Intersection Crossing and Sidewalk Program				City Council District		Key Map:		WBS.:		T-1399			
				Location:		H						Geo. Ref.:	
				Served:		H						Neighborhood:	
Description:	Improvement individual intersections to improve safety and accessibility and of small sections of sidewalk to enhance pedestrian mobility.			Operating and Maintenance Costs: (\$ Thousands)									
					2026	2027	2028	2029	2030	Total			
				Personnel	-	-	-	-	-	\$ -			
				Supplies	-	-	-	-	-	\$ -			
Justification:	Pedestrian Mobility Improvement			Svcs. & Chgs.	-	-	-	-	-	-	\$ -		
				Capital Outlay	-	-	-	-	-	-	\$ -		
				Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
				FTEs									
Fiscal Year Planned Expenses													
Project Allocation		Projected Expenses thru 6/30/24	2025 Budget	2025 Estimate	2026	2027	2028	2029	2030	FY26 - FY30 Total	Cumulative Total (To Date)		
Phase													
1	Planning	-	-	-	-	-	-	-	-	\$ -	\$ -		
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -		
3	Design	-	75,000	25,000	50,000	75,000	75,000		-	\$ 200,000	\$ 225,000		
4	Construction	-		-	750,000		850,000			\$ 1,600,000	\$ 1,600,000		
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -		
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -		
7	Other	-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
Other Sub-Total:		-	-	-	-	-	-	-	-	\$ -	\$ -		
Total Allocations		\$ -	\$ 75,000	\$ 25,000	\$ 800,000	\$ 75,000	\$ 925,000	\$ -	\$ -	\$ 1,800,000	\$ 1,825,000		
Source of Funds													
TIRZ Funds		-	75,000	25,000	800,000	75,000	925,000	-	-	\$ 1,800,000	\$ 1,825,000		
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -		
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -		
Other		-	-	-	-	-	-	-	-	\$ -	\$ -		
Total Funds		\$ -	\$ 75,000	\$ 25,000	\$ 800,000	\$ 75,000	\$ 925,000	\$ -	\$ -	\$ 1,800,000	\$ 1,825,000		

*NOTE:

TAX YEAR	2022	2023	2024	2025	2026	2027	2028
TIRZ 13	FY2023 Estimate	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029
City	\$ 3,595,896	\$ 4,091,539	\$ 4,105,519	\$ 4,534,170	\$ 4,737,204	\$ 4,948,360	\$ 5,167,963
County	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ISD	\$ 387,348	\$ 329,085	\$ 329,085	\$ 407,424	\$ 417,222	\$ 427,019	\$ 436,816
ISD - Pass Through	\$ 179,456	\$ 265,871	\$ 284,407	\$ 284,407	\$ 284,407	\$ 284,407	\$ 284,407
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INCREMENT REVENUES (1)	\$ 4,162,700	\$ 4,686,495	\$ 4,719,011	\$ 5,226,001	\$ 5,438,833	\$ 5,659,786	\$ 5,889,186
CITY OF HOUSTON	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRANT PROCEEDS (5)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MISCELLANEOUS REVENUE	\$ 124,457	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INTEREST INCOME	\$ -	\$ -	\$ 4,796	\$ 6,284	\$ 6,284	\$ 6,284	\$ 6,284
PROCEEDS FROM BANK LOAN	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL RESOURCES	\$ 4,287,157	\$ 4,686,495	\$ 4,723,807	\$ 5,232,285	\$ 5,445,117	\$ 5,666,070	\$ 5,895,470
ISD Education Set-Aside	\$ 136,955	\$ 139,269	\$ 142,778	\$ 147,199	\$ 150,739	\$ 154,279	\$ 157,819
ISD Education Set-Aside - Pass Through	\$ 125,637	\$ 143,105	\$ 189,605	\$ 189,605	\$ 189,605	\$ 189,605	\$ 189,605
Affordable Housing							
City	\$ 1,198,632	\$ 1,363,846	\$ 1,368,506	\$ 1,511,390	\$ 1,579,068	\$ 1,649,453	\$ 1,722,654
County	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ISD	\$ 188,935	\$ 181,248	\$ 204,497	\$ 190,467	\$ 139,074	\$ 142,340	\$ 145,605
Municipal Services	\$ 138,982	\$ 142,891	\$ 142,891	\$ 142,891	\$ 142,891	\$ 142,891	\$ 142,891
Administrative Fees							
City	\$ 179,795	\$ 204,577	\$ 205,276	\$ 226,709	\$ 236,860	\$ 247,418	\$ 258,398
County	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ISD	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
TRANSFERS	\$ 1,993,936	\$ 2,199,936	\$ 2,278,553	\$ 2,433,261	\$ 2,463,237	\$ 2,550,986	\$ 2,641,972
Management Consulting Services	\$ 184,211	\$ 148,169	\$ 148,169	\$ 266,250	\$ 292,875	\$ 322,163	\$ 354,379
Loan (CO Due to City)							
Principal	\$ 170,000	\$ 211,122	\$ 205,797	\$ 211,122	\$ 216,172	\$ 255,947	\$ 235,309
Interest	\$ 71,595	\$ 26,172	\$ 31,122	\$ 26,172	\$ 20,947	\$ 15,309	\$ 9,259
Other Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEBT SERVICE	\$ 241,595	\$ 237,294	\$ 236,919	\$ 237,294	\$ 237,119	\$ 271,256	\$ 244,568
TOTAL EXPENSES	\$ 425,806	\$ 385,463	\$ 385,088	\$ 503,544	\$ 529,994	\$ 593,419	\$ 598,947
CASH FLOW FROM OPERATIONS	\$ 1,867,415	\$ 2,101,096	\$ 2,060,166	\$ 2,295,480	\$ 2,451,886	\$ 2,521,666	\$ 2,654,551
BEGINNING FUND BALANCE (7)	\$ 3,493,790	\$ 5,223,514	\$ 6,847,203	\$ 8,647,369	\$ 6,322,849	\$ 4,199,735	\$ 5,046,401
DEBT ISSUANCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FUNDS AVAILABLE FOR PROJECTS	\$ 5,361,205	\$ 7,324,610	\$ 8,907,369	\$ 10,942,849	\$ 8,774,735	\$ 6,721,401	\$ 7,700,952
Projects							
MMP 2411 Washington	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1818 Washington							
DEVELOPER AGREEMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1310 Hemphill Road	\$ -	\$ -	\$ 150,000	\$ 2,600,000	\$ 500,000	\$ -	\$ -
T-1317 Washington Ave Pedestrian Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1319 Sawyer Street Re-Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 4,550,000
T-1320 Improvements on Silver Street at Washington and North Memorial Way	\$ 18,248	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -
T-1322 Multimodal Safety Improvements	\$ 119,443	\$ -	\$ 30,000	\$ 800,000	\$ -	\$ -	\$ -
T-1324 Silver Street Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600,000	\$ 3,000,000
T-1328 Improvements to Washington and Sawyer Intersection	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
T-1329 Oliver Street Reconstruction	\$ -	\$ -	\$ 50,000	\$ 420,000	\$ 4,000,000	\$ -	\$ -
T-1399 Safe Intersection Crossing and Sidewalk Program	\$ -	\$ -	\$ 25,000	\$ 800,000	\$ 75,000	\$ 925,000	\$ -
CAPITAL PROJECTS	\$ 137,691	\$ -	\$ 260,000	\$ 4,620,000	\$ 4,575,000	\$ 1,675,000	\$ 7,550,000
TOTAL PROJECTS	\$ 137,691	\$ -	\$ 260,000	\$ 4,620,000	\$ 4,575,000	\$ 1,675,000	\$ 7,550,000
RESTRICTED Funds - Capital Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RESTRICTED Funds - Affordable Housing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RESTRICTED Funds - Bond Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Unrestricted Funds/Net Current Activity	\$ 5,223,514	\$ 7,324,610	\$ 8,647,369	\$ 6,322,849	\$ 4,199,735	\$ 5,046,401	\$ 150,952
Ending Fund Blance	\$ 5,223,514	\$ 7,324,610	\$ 8,647,369	\$ 6,322,849	\$ 4,199,735	\$ 5,046,401	\$ 150,952

TAB 5.b.

ENGINEERING CONSULTANT'S REPORT



10011 Meadowglen Lane
Houston, Texas 77042
EHRAinc.com | 713.784.4500
TBPE No. F-726 | TBPLS No. 10092300

T.I.R.Z. NO. 13/OLD SIXTH WARD REDEVELOPMENT AUTHORITY ENGINEERING REPORT

Date: Through June 13, 2025

Date of Board Meeting: June 16, 2025

Engineer: Kyle Macy, P.E.

Signature

Agenda Item 5 b, Engineering

b. Engineering Consultant's Report

i. Edwards and Sawyer Multimodal Improvements

1. Project Update:

Work Authorization No. T-1322 & 1325-WA1-2022-Sawyer & Edwards

Project has been updated. EHRA is coordinating flashing beacon details with the City of Houston and plans to re-submit plans for review this week.

ACTION ITEM: None at this time

ii. Hemphill Street Improvements

1. Project Update:

Work Authorization No. T-1310-WA1-2023

EHRA has completed the rework. EHRA plans to submit 100% plans in the next week.

ACTION ITEM: None at this time

iii. Oliver Street Reconstruction Planning Phase Services

1. Project Update:
Work Authorization No. T-1329-WA1-2024

Consultant work on the drainage impact analysis is nearly complete. Once complete, EHRA will complete the DCR report and meet with the COH at their next DCR meeting for review.

ACTION ITEM: None at this time.

iv. Safe Intersection Crossing and Sidewalk Program Planning Phase Services

1. Project Update:
Work Authorization No. T-1399-WA1-2024

The project is now in Design. 60% plans should be submitted to the COH in the next 1-2 weeks.

ACTION ITEM: None at this time

NOTE: For Active Work Authorizations Summary and General Timeline see attached Exhibits 1 and 2.

- b. Approve related pay estimates or change orders, work authorizations or other design, construction, or management contract administration items, and authorize other appropriate action.

Request Approval for the following action and work authorizations:

WA 26-00 General Engineering Services for Fiscal Year 2026

Other matters, if any –

**T.I.R.Z. NO. 13/OLD SIXTH WARD REDEVELOPMENT AUTHORITY
WORK AUTHORIZATION SUMMARY - (THROUGH JUNE 12, 2025)**



**10011 Meadowglen Lane
Houston, Texas 77042
EHRAinc.com | 713.784.4500
TBPE No. F-726 | TBPLS No. 10092300**

EXHIBIT 1: Active Work Authorization SUMMARY

CIP # & WA #	Current Phase	Description	Total Value	Spent	Percent Complete	Expected Bid Phase	Expected Completion
T-1322 & 1325-WA1- 2022	Design	Edwards & Sawyer Multimodal Improvements	\$21,000.00	\$5,500	26%	Q3 2025	Q1 2026
T-1329-WA1- 2024	Planning	Oliver Street Reconstruction Planning & Investigation	\$25,000.00	\$12,500.00	50%	TBD	TBD
T-1399-WA1- 2024	Design	Safe Intersection Crossing and Sidewalk Program	\$87,500.00	\$27,500.00	31%	Q3 2025	Q1 2026
T-1310-WA1- 2023	Design & Bid	Hemphill Street reconstruction to include sidewalk and storm water improvements.	\$205,900.00	\$185,300.00	90%	Q1 2025	Q3 2025



**TIRZ NO. 13/OLD 6TH WARD REDEVELOPMENT AUTHORITY
WORK AUTHORIZATION NO. 26-00
GENERAL ENGINEERING AND CONSULTING SERVICES FOR FY2026
EHRA PROJECT NO. 021-001-32 (00)
JUNE 18, 2025**

On August 25, 2003, Old 6th Ward Redevelopment Authority and Tax Increment Reinvestment Zone Number 13 ("TIRZ 13") and Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA ("EHRA" or "Engineer") entered into a Consultant Contract Agreement (the "Agreement") for professional services to be performed on a periodic basis pursuant to individual Work Authorizations. This is Work Authorization No. 26-00, and as such, all terms of the Agreement will apply herein except in cases of conflicts between this Work Authorization No. 26-00 (this "Authorization") and the Agreement. In such instances, the terms of this Authorization will control.

EHRA will provide general engineering and consulting services for items not directly associated with currently approved Work Authorizations, as requested and necessary.

SCOPE OF SERVICES

Scope of Services shall include general engineering, planning, and consulting services for items not directly associated with currently approved Work Authorizations, as requested and necessary. Services include, but are not limited to:

- Communicate and coordinate with TIRZ No. 13 Board of Directors and Projects Committee.
- Coordinate with City of Houston representatives, and all other parties and/or stakeholders involved, for items not directly associated with current Work Authorizations, as requested and necessary.
- Prepare monthly status reports and attend monthly Board Meetings and Projects Committee Meetings as requested.
- As directed, review planning commission agendas to inform the Board of new developments within the Zone; engage and coordinate with new or potential developers; and discuss potential public/private sector development incentives.
- Engage and coordinate with new or potential developers; and discuss potential public/private sector development incentives as requested.
- Coordinate with Zone Administrator to review and refine annual 5-year CIP budget.
- Attend meetings with stakeholders within the Zone as requested by the Projects Committee.
- Coordinate potential projects with governmental agencies and stakeholders as requested by the Projects Committee.
- Perform general tasks as directed by the Board and/or Projects Committee.

TIRZ NO. 13/OLD 6TH WARD REDEVELOPMENT AUTHORITY
WORK ORDER AUTHORIZATION NO. 26-00
GENERAL ENGINEERING AND CONSULTING SERVICES FOR FY2026
June 18, 2025
Page 2

COMPENSATION

The above-described Scope of Services will be provided on **an hourly basis, plus reimbursable expenses. EHRA has estimated the fee for these services to be \$50,000.00.** EHRA will not exceed this estimated fee without prior written authorization by Client.

Hourly services for TIRZ 13 FY2026 will be based on EHRA ENGINEERING PUBLIC WORKS 2025 SCHEDULE OF HOURLY RATES AND EXPENSE (see attached rate schedule).

(THIS SPACE INTENTIONALLY LEFT BLANK)

TIRZ NO. 13/OLD 6TH WARD REDEVELOPMENT AUTHORITY
WORK ORDER AUTHORIZATION NO. 26-00
GENERAL ENGINEERING AND CONSULTING SERVICES FOR FY2026
June 18, 2025
Page 3

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

**OLD 6TH WARD
REDEVELOPMENT AUTHORITY**

**TAX INCREMENT REINVESTMENT
ZONE NO. 13, HOUSTON, TEXAS**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CONSULTANT:

**EDMINSTER, HINSHAW, RUSS
& ASSOCIATES, INC. d/b/a EHRA**

Signed by:
By: Kyle Macy
50270F392998436...

Name: Kyle J. Macy, P.E.
Title: Senior Project Manager

Date: 6/12/2025

CONSULTANT:

**EDMINSTER, HINSHAW, RUSS
& ASSOCIATES, INC. d/b/a EHRA**

Signed by:
By: Hasan Syed
2B71D66186154CE...

Name: A. Hasan Syed, P.E.
Title: Managing Senior Principal

Date: 6/12/2025

KJM/sf
Attachment: Public Works 2025 Schedule of Hourly Rates



EXHIBIT "A"
EHRA ENGINEERING
PUBLIC WORKS
2025 SCHEDULE OF HOURLY RATES

Engineering, Design and Production

Engineer I	\$ 120
Engineer II	135
Engineer III	150
Project Engineer	165
Senior Project Engineer	177
Assistant Project Manager	196
Project Manager	225
Senior Project Manager I	237
Senior Project Manager II	257
Director - Engineering	280
Principal	325
CAD Technician I	122
CAD Technician II	127
CAD Technician III	132
CAD Technician IV	137
Design CAD Technician I	140
Design CAD Technician II	145
Senior Design CAD Technician	160
Project Coordinator	152
Assistant Design and Production Manager	172
Design and Production Manager	208
GIS Technician I	102
GIS Technician II	117
GIS Technician III	127
GIS Specialist	177
GIS Manager	188

Surveying

Survey Rod Person	\$ 57
Survey Instrument Person	82
Survey Party Chief	112
Survey Field Supervisor	147
Survey 1 Person GPS/Robotic Crew	160
CAD Operator	120
Survey CAD Technician	117
Senior Survey CAD Technician	147
Survey Project Manager/RPLS	212
Senior Survey Project Manager/RPLS	245
Director - Surveying	280

Construction Phase Services

Construction Inspector I	\$ 112
Construction Inspector II	122
Construction Inspector III	143
Contract Administrator	113
Contract Administration Manager	117
Assistant Construction Project Manager	170
Construction Project Manager	185
Senior Construction Project Manager	210
Director - Construction Phase Services	280

Planning and Visioning

Land Planner I	\$ 117
Land Planner II	132
Land Planner III	147
Land Planner IV	162
Planning Project Manager	185
Senior Planning Project Manager	205
Platting Coordinator	123
Senior Platting Coordinator	145
Platting Manager	182
Director - Planning and Visioning	275

Landscape Architecture

Project Landscape Designer	\$ 145
Registered Landscape Architect	200
Director - Landscape Architecture	275

General

Accounting Administrator	\$ 132
Bond Issue Supervisor	150
Administrative Assistant	105
Clerical	95

Other Direct Costs

Mileage	Cost+10%
Delivery	Cost+10%
Reprographics	Cost+10%
Sub-Consultant Fees	Cost+10%
Advertising	Cost+10%
Plan Review Fees, Governmental Fees	Cost+10%

TAB 6.a.

ENGAGEMENT OF WORK AUTHORIZATION FOR
MY HART COMMUNICATIONS WA-FY 2025-2



**MyHart Communications Work Authorization and Scope of Work
for
Old Sixth Ward Tax Increment Reinvestment Zone (TIRZ)
Work Authorization
WA- FY 2025- 2**

This WORK AUTHORIZATION authorizes consultant services to be performed by MYHART COMMUNICATIONS (the "CONSULTANT") pursuant to the Master Agreement for Services ("AGREEMENT") between the CONSULTANT and OLD SIXTH WARD TIRZ #13 ("TIRZ"). Unless otherwise defined herein, all capitalized terms used in this WORK AUTHORIZATION are defined in the Agreement.

This WORK AUTHORIZATION consists of the following:

Communications Services – Website Completion

A significant delay in the webmaster's production of the new website and a lack of accurate changes that did not follow our structure and content provided, led to additional meetings, changes and discussion with the webmaster. We also added additional content to provide information on upcoming CIP activity and requests. This resulted in the addition of 12 hours of work at \$185.00/hour.

Cost: **\$2,200.00**

MYHART COMMUNICATIONS

By: Suzzy Hartgrove
Name: Suzzy Hartgrove
Title: co-owner

OLD SIXTH WARD TIRZ #13

By: _____
Name: _____
Title: _____

TAB 6.b.

MY HART COMMUNICATIONS - WORK
AUTHORIZATION WA-FY-2025-3



**MyHart Communications Work Authorization and Scope of Work
for
Old Sixth Ward Tax Increment Reinvestment Zone (TIRZ)
Work Authorization
WA- FY 2025-3**

This WORK AUTHORIZATION authorizes consultant services to be performed by MYHART COMMUNICATIONS (the "CONSULTANT") pursuant to the Master Agreement for Services ("AGREEMENT") between the CONSULTANT and OLD SIXTH WARD TIRZ #13 ("TIRZ"). Unless otherwise defined herein, all capitalized terms used in this WORK AUTHORIZATION are defined in the Agreement.

This WORK AUTHORIZATION consists of the following:

Communications Services – Website Completion

A significant delay in the webmaster's production of the new website and a lack of accurate changes that did not follow our structure and content provided, led to additional meetings, changes and discussion with the webmaster. We also added additional content to provide information on upcoming CIP activity and requests. This resulted in the addition of 12 hours of work at \$185.00/hour.

Cost: **\$2,200.00**

MYHART COMMUNICATIONS

By: Suzy Hartgrove
Name: Suzy Hartgrove
Title: Co-owner

OLD SIXTH WARD TIRZ #13

By: _____
Name: _____
Title: _____

TAB 6.c.

WEBSITE UPDATE



April 2, 2025

**Sherry Weesner
Board of Directors
Old Sixth Ward Redevelopment Authority (TIRZ 13)**

Re: New Website Communications Content

Dear Members of the Board,

I am writing to provide an update regarding the development of the new website for the Old Sixth Ward TIRZ. As of mid-December, MyHart Communications successfully completed the content creation, structural modifications, and photography as planned. However, despite our efforts, progress has been hindered due to ongoing issues with the webmaster.

Repeated meetings with the webmaster have either been canceled or resulted in the presentation of an incomplete and incorrect website. The site still does not reflect the approved structure or content we provided. At this stage, we have exhausted our allocated budget for our portion of the project.

We anticipate that once the webmaster delivers a draft site for review, necessary revisions will still be required, including potential additional content updates. Given these unforeseen delays and the expected revision workload, we respectfully request an additional 10–15 hours to work with the webmaster in finalizing the website. This would equate to an estimated cost of \$1,850 to \$2,775. We will strive to minimize the required time, but much will depend on the accuracy of the site we receive.

We appreciate your time and consideration of this request. Please let us know if you require any additional information.

Sincerely,

Suzy Hartgrove
MyHart Communications