

midtown
HOUSTON

**MIDTOWN REDEVELOPMENT AUTHORITY/
TIRZ#2
BOARD OF DIRECTORS MEETING
JANUARY 29, 2026 29, 2025**



**MIDTOWN REDEVELOPMENT AUTHORITY
and
REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS
(ALSO KNOWN AS THE MIDTOWN REINVESTMENT ZONE)**

**TO: THE BOARD OF DIRECTORS OF THE MIDTOWN REDEVELOPMENT AUTHORITY AND
THE MIDTOWN REINVESTMENT ZONE AND TO ALL OTHER INTERESTED PERSONS:**

Notice is hereby given that the Board of Directors of the Midtown Redevelopment Authority (the "Authority") will hold a joint regular meeting, open to the public, with the Board of Directors of the Midtown Reinvestment Zone on Thursday, January 29, 2026, at 12:30 p.m. at 410 Pierce Street, 1st Floor Conference Room (enter at the Pierce St. and Brazos St. door), Houston, Texas 77002.

The meeting location will be open to the public during open portions of the meeting. Members of the public may attend and/or offer comments in person as provided on the agenda and as permitted by the presiding officer during the meeting, or may view the meeting through the following link:

<https://midtownhouston.com/event/mra-board-meeting-jan-2026/>

Click big blue button "TEAMs Meeting Link"

Meeting ID: 247 576 862 826

Passcode: GddGFQ

Or dial in by phone and enter the phone ID when prompted

Phone: +1 872-256-8243

Phone ID 355 736 852#

The Board of Directors of each of the Authority and the Midtown Reinvestment Zone will (i) consider, present and discuss orders, resolutions or motions; (ii) adopt, approve and ratify such orders, resolutions or motions; and (iii) take other actions as may be necessary, convenient or desirable, with respect to the following matters:

AGENDA

1. Call to Order, Introduction of Guests and Board Comments
2. Public Comment
3. Consent Agenda for the Midtown Reinvestment Zone
 - a. Minutes for November 20, 2025
4. Consent Agenda for the Authority
 - a. Minutes for November 20, 2025
 - b. Monthly financial reports for November 30 and December 31, 2025
5. Investment Report for Quarter Ending December 31, 2025

6. Board Governance and Committee Composition
 - a. Election of Officers
7. Affordable Housing Program
 - a. Affordable Housing Operations Campus and Related Administrative Matters
8. Capital Improvements Program
 - a. Maintenance and Operation of Authority Parks, Facilities and Street Improvements
 - i. Assignment and Assumption of Agreement for Maintenance Services at Midtown Park and Plaza and Bagby Park
 - ii. Midtown Planting Improvements Phase 1 (Bagby Street, Bagby Park and Midtown Park) – Construction Contract Award
 - iii. Main Street Planting Improvements – Construction Contract Award
 - b. FIFA World Cup 2026
 - i. Landscape Architecture Design Proposal – OJB
 - c. Street Overlay and Sidewalk Program
 - d. Mobility & Pedestrian Improvements
 - i. Pedestrian Lighting Assessment
9. Executive Director Employment Agreement
10. Delegation of Authority to Board Chair
11. Urban Place Consulting Engagement
12. With respect to the foregoing agenda items, the Authority may conduct an executive session with regards to the following, as appropriate and necessary:
 - a. Consultation with attorney (Section 551.071, Texas Government Code);
 - b. The purchase, exchange, lease or value of real property (Section 551.072, Texas Government Code);
 - c. Personnel matters (Section 551.074, Texas Government Code);
 - d. Security personnel or devices (Section 551.076, Texas Government Code); and
 - e. Economic development negotiations (Sections 551.087, Texas Government Code).

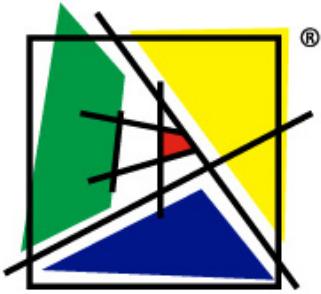
Upon entering into the executive session, the presiding officer shall announce which agenda items will be discussed.

Adjourn.



Matt Thibodeaux

Executive Director MT/ks



midtown
HOUSTON

ZONE
MINUTES

**MINUTES OF THE BOARD OF DIRECTORS OF
REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS**

November 20, 2025

A special meeting of the Board of Directors (the "Board") of Reinvestment Zone Number Two, City of Houston, Texas, was held at 410 Pierce Street, First Floor Conference Room, Houston, Texas 77002 and via video conference on Thursday, November 20, 2025, at 12:30 p.m. The meeting was open to the public. The roll was called of the duly appointed members of the Board, to-wit:

Pos. # Name

1	Camille Foster
2	Terence Fontaine
3	Michael Lewis
4	Tiffani Robinson
5	Allen Douglas

Pos. # Name

6	Christopher M. Johnston
7	Chris Williams
8	James Gilford
9	Zoe Middleton

and all of the above were present in person at the meeting location except Director Gilford, who attended via video conference, and Directors Lewis, Fontaine and Williams, who were absent.

In attendance were Authority staff members Matt Thibodeaux, Marlon Marshall, Jeremy Rocha, David Thomas, Kayler Williams and Vernon Williams; Cynthia Alvarado and Sharita Bohanna of the Midtown Management District; Barron Wallace of Bracewell LLP; Algenita Davis and Sean Haley of CCPPI; Roberta Burroughs of Roberta F. Burroughs and Associates; Zack Martin of Martin Construction Management and Designs, LLC; Alex Ramirez of Design Workshop; Maire Kelley of Walter P Moore; Carol Harrison of IDS Engineering Group; Tim Medrano of The Morgan Group; Linda Ragland of Womack Development & Investment Realtors; Jennifer Curley of the City of Houston; Yige Eagle Tang of The Goodman Corporation; Mike Morris of the Houston Chronicle; and Jack Valinski of Super Neighborhood 24.

In attendance via video conference were Authority staff members Kandi Schramm, Sally Adame and Madison Walkes; Lorenzo Salinas and Angie Gomez of CCPPI; Melissa Morton of The Morton Accounting Services; Chrystal Davis and Chandler Snipe of the Midtown Management District; Corey Glenn of the City of Houston; Lynda Guidry and Giselle Martinez of Super Neighborhood 62; Tara Green of OJB Landscape Architecture; and one person unidentified by first name.

Director Douglas called the meeting to order.

MINUTES FOR OCTOBER 23, 2025

Director Foster made a motion to approve the minutes for October 23, 2025. The motion was seconded by Director Johnston and unanimously approved.

EXECUTIVE SESSION

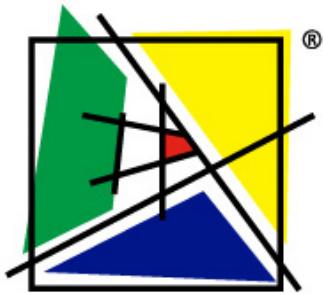
The Board did not enter a closed executive session.

ADJOURN

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

Camille Foster, Assistant Secretary

Date



midtown
HOUSTON

**AUTHORITY
MINUTES**

MINUTES OF THE BOARD OF DIRECTORS OF THE MIDTOWN REDEVELOPMENT AUTHORITY

November 20, 2025

A special meeting of the Board of Directors (the "Board") of the Midtown Redevelopment Authority (the "Authority") was held at 410 Pierce Street, First Floor Conference Room, Houston, Texas 77002 and via video conference Thursday, November 20, 2025, at 12:30 p.m. The meeting agenda is attached hereto and incorporated herein. The meeting was open to the public. The roll was called of the duly appointed members of the Board, to-wit:

<u>Pos. #</u>	<u>Name</u>	<u>Pos. #</u>	<u>Name</u>
1	Camille Foster	6	Christopher M. Johnston
2	Terence Fontaine	7	Chris Williams
3	Michael Lewis	8	James Gilford
4	Tiffani Robinson	9	Zoe Middleton
5	Allen Douglas		

and all of the above were present in person at the meeting location except Director Gilford, who attended via video conference, and Directors Lewis, Fontaine and Williams, who were absent.

In attendance were Authority staff members Matt Thibodeaux, Marlon Marshall, Jeremy Rocha, David Thomas, Kayler Williams and Vernon Williams; Cynthia Alvarado and Sharita Bohanna of the Midtown Management District; Barron Wallace of Bracewell LLP; Algenita Davis and Sean Haley of CCPPI; Roberta Burroughs of Roberta F. Burroughs and Associates; Zack Martin of Martin Construction Management and Designs, LLC; Alex Ramirez of Design Workshop; Maire Kelley of Walter P Moore; Carol Harrison of IDS Engineering Group; Tim Medrano of The Morgan Group; Linda Ragland of Womack Development & Investment Realtors; Jennifer Curley of the City of Houston; Yige Eagle Tang of The Goodman Corporation; Mike Morris of the Houston Chronicle; and Jack Valinski of Super Neighborhood 24.

In attendance via video conference were Authority staff members Kandi Schramm, Sally Adame and Madison Walkes; Lorenzo Salinas and Angie Gomez of CCPPI; Melissa Morton of The Morton Accounting Services; Chrystal Davis and Chandler Snipe of the Midtown Management District; Corey Glenn of the City of Houston; Lynda Guidry and Giselle Martinez of Super Neighborhood 62; Tara Green of OJB Landscape Architecture; and one person unidentified by first name.

Director Douglas called the meeting to order.

PUBLIC COMMENT

Yige Eagle Tang of The Goodman Corporation introduced herself.

Jack Valinski of Super Neighborhood 24 requested that the dates and times of Board meetings be consistent with the information posted on the Authority's website and noted that sidewalk transitions into Midtown need to be extended for accessibility.

CONSENT AGENDA FOR THE AUTHORITY

MINUTES FOR OCTOBER 23, 2025

MONTHLY FINANCIAL REPORTS FOR OCTOBER 31, 2025

Matt Thibodeaux, Executive Director, presented the Consent Agenda.

Director Foster made a motion to approve the consent agenda items as presented. The motion was seconded by Director Middleton and carried by unanimous vote.

FISCAL YEAR 2025 BUDGET

Melissa Morton of The Morton Accounting Services provided an overview of the fiscal year 2025 budget, including sources of funds and capital improvement plans.

Following discussion, Director Foster made a motion to approve the fiscal year 2025 budget as presented. The motion was seconded by Director Robinson and carried by unanimous vote.

MRA BOARD GOVERNANCE AND COMMITTEE COMPOSITION DISCUSSION

Director Douglas provided a general overview of a forthcoming proposal for the Board to consider the composition and responsibilities of advisory committees, which will be discussed in more depth at the January Board meeting.

AFFORDABLE HOUSING PROGRAM

AFFORDABLE HOUSING OPERATIONS CAMPUS AND RELATED ADMINISTRATIVE MATTERS

There were no updates on this item.

GRANT AGREEMENT WITH BOYNTON HOUSTON COMMUNITY DEVELOPMENT CORPORATION – EXTENSION PROJECT COMPLETION DATE AND CONVEYANCE OF 2406 LIVE OAK STREET IN EXCHANGE FOR 3224 ROSALIE STREET

Barron Wallace of Bracewell LLP presented a request from Boynton Houston Community Development Corporation ("Boynton") to replace one of the Authority

lots previously conveyed to Boynton with another Authority lot and to extend its project completion deadline for an additional eight months to accommodate permitting and other administrative delays in the construction schedule. The lot at 3224 Rosalie that the Authority conveyed to Boynton has an active sanitary sewer line running through it that was not discovered until Boynton was in the permit stage with the City. Boynton cannot construct a home on this lot without having the line abandoned and relocated by the City at Boynton's cost, so the lot at 2406 Live Oak has been identified as a replacement lot.

Director Middleton moved to approve the extension project completion date for Boynton Homes Community Development Corporation for an additional eight months and to convey 2406 Live Oak Street to Boynton in exchange for Boynton's conveyance of 3224 Rosalie Street to the Authority. The motion was seconded by Director Foster and carried by unanimous vote.

CAPITAL IMPROVEMENTS PROGRAM

STREET OVERLAY AND SIDEWALK PROGRAM

Marlon Marshall, Sr. Director of Engineering/Strategic Development, provided an update on the street overlay project, which includes comprehensive mill and asphalt overlay to improve the road surface condition and sidewalks constructed to generally 5 feet width on local streets and 6 feet width on major thoroughfares. Isabella and Truxillo Streets and Chenevert, Jackson, and Hadley Streets are currently in the 60% design plan phase and Caroline and Cleburne Streets are currently in the topographic survey and geotechnical exploration phase.

URBAN REDEVELOPMENT PLAN

i. PROFESSIONAL SERVICES AGREEMENT – ARUP US, INC.

Mr. Marshall presented the following work order from Arup US, Inc. under its professional services agreement for lighting design consulting services for the Midtown Pedestrian Lighting Assessment and Nighttime Safety Framework:

Work Order # 1 – Cost Plus, Time & Materials in the amount of \$167,300.

Director Johnston moved to approve Work Order #1 for Arup US, Inc. in the amount of \$167,300 for cost plus, time and materials. The motion was seconded by Director Middleton and carried by unanimous vote.

FIFA WORLD CUP 2026

i. **LANDSCAPE ARCHITECTURE ADDITIONAL SERVICES REQUEST – OJB**

Mr. Marshall reported that Midtown was selected by the FIFA World Cup 2026 Sustainability Committee as a World Cup Green Corridor project showcase site for innovation and resiliency demonstrations. The Authority is partnering with the World Cup 2026 Sustainability Committee, METRO, Rice University, and Trees for Houston on temporary and permanent innovation and resiliency installations at demonstration sites in Midtown, including the Wheeler Transit Station/Ion District, McGowen Station/Midtown Park and the HCC/Ensemble Rail Station.

Tara Green, Principal of OJB Landscape Architecture (“OJB”), provided a overview of the demonstration and reported that OJB is currently working on conceptual design and budget development for the demonstration sites.

Director Robinson moved to approve the Landscape Architecture Additional Services Request from OJB Landscape Architecture in the amount of \$49,135.00. The motion was seconded by Director Johnston and carried by unanimous vote.

EXECUTIVE DIRECTOR

AFFORDABLE HOUSING

Matt Thibodeaux, Executive Director, reported on the grand opening of New Hope Housing’s newest affordable housing development, The Gray. The Authority contributed land for this development, which will provide an enduring benefit to the community. Residents of The Gray will have access to financial literacy and workforce readiness programs, along with a tuition-free Montessori preschool operated by Bezos Academy.

HUEMAN: SHELTER

Cynthia Alvarado, Director of Operations and Strategic Planning for the Midtown Management District, provided an update on Hueman: Shelter, a temporary public art project supported by a \$1 million grant from Bloomberg Philanthropies. Hueman: Shelter, which is a joint effort of the City of Houston, Career and Recovery Resources, Inc., and the Midtown Management District, developed six public art installations aimed at challenging traditional narratives surrounding homelessness and bringing art to public spaces while creating employment opportunities for unhoused individuals.

DEVELOPMENT AGREEMENT WITH PEARL RESIDENCES AT MIDTOWN OWNER, LLC

The Board discussed this item in a closed executive session. Upon returning to open session, no action was taken on this agenda item.

EXECUTIVE SESSION

The Board entered a closed executive session for this meeting at 2:11 p.m. to confer with its attorney regarding the Development Agreement with Pearl Residences at Midtown Owner, LLC pursuant to Section 551.071, Texas Government Code. The Board returned to open session at 2:31 p.m. No action was taken upon reconvening in open session.

ADJOURN

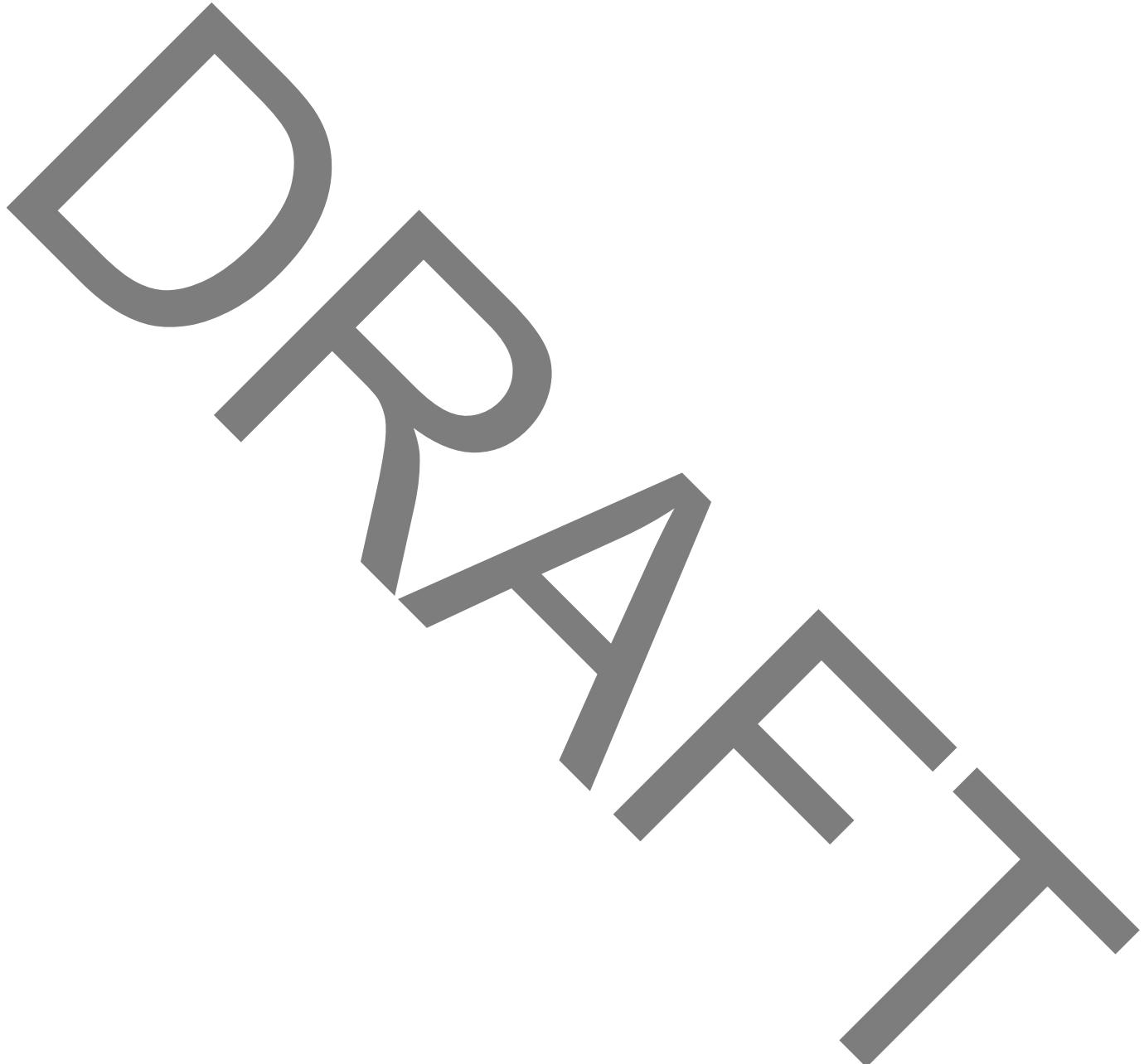
There being no further business to come before the Board, the meeting was adjourned.

Camille Foster, Assistant Secretary

Date

AGENDA OF NOVEMBER 20, 2025

[attached]





**MIDTOWN REDEVELOPMENT AUTHORITY
and
REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS
(ALSO KNOWN AS THE MIDTOWN REINVESTMENT ZONE)**

**TO: THE BOARD OF DIRECTORS OF THE MIDTOWN REDEVELOPMENT AUTHORITY AND
THE MIDTOWN REINVESTMENT ZONE AND TO ALL OTHER INTERESTED PERSONS:**

Notice is hereby given that the Board of Directors of the Midtown Redevelopment Authority (the "Authority") will hold a joint special meeting, open to the public, with the Board of Directors of the Midtown Reinvestment Zone on Thursday, November 20, 2025, at 12:30 p.m. at 410 Pierce Street, 1st Floor Conference Room (enter at the Pierce St. and Brazos St. door), Houston, Texas 77002.

The meeting location will be open to the public during open portions of the meeting. Members of the public may attend and/or offer comments in person as provided on the agenda and as permitted by the presiding officer during the meeting, or may view the meeting through the following link:

<https://midtownhouston.com/event/mra-board-meeting-2511/>

Click big blue button "TEAMs Meeting Link"

Meeting ID: 247 576 862 826

Passcode: GddGFQ

Or dial in by phone and enter the phone ID when prompted

Phone: +1 872-256-8243

Phone ID 355 736 852#

The Board of Directors of each of the Authority and the Midtown Reinvestment Zone will (i) consider, present and discuss orders, resolutions or motions; (ii) adopt, approve and ratify such orders, resolutions or motions; and (iii) take other actions as may be necessary, convenient or desirable, with respect to the following matters:

AGENDA

1. Call to Order, Introduction of Guests and Board Comments
2. Public Comment
3. Consent Agenda for the Midtown Reinvestment Zone
 - a. Minutes for October 23, 2025
4. Consent Agenda for the Authority
 - a. Minutes for October 23, 2025
 - b. Monthly financial reports for October 31, 2025
5. Fiscal Year 2025 Budget

In accordance with the requirements of Section 551.043(c)(1) of the Texas Government Code, as amended, the proposed fiscal year 2025 budget is accessible on the home page of the Authority's Internet website through the following link: <https://midtownhouston.com/wp-content/uploads/2025/11/Budget.pdf>

In order to comply with the requirements of Section 551.043(c)(2) of the Texas Government Code, the Authority hereby provides the following taxpayer impact statement:

The Midtown Redevelopment Authority is not a taxing unit as defined by Section 1.04, Texas Tax Code, and has no authority to impose ad valorem taxes on property. For a median-valued homestead property, adoption of the proposed budget does not have an effect on the property tax bill in dollars pertaining to the property for the current fiscal year as compared to an estimate of the property tax bill in dollars for the same property for the upcoming fiscal year.

6. MRA Board Governance and Committee Composition Discussion
7. Affordable Housing Program
 - a. Affordable Housing Operations Campus and Related Administrative Matters
 - b. Grant Agreement with Boynton Houston Community Development Corporation—Extension Project Completion Date and Conveyance of 2406 Live Oak Street in exchange for 3224 Rosalie Street
8. Capital Improvements Program
 - a. Street Overlay and Sidewalk Program
 - b., Urban Redevelopment Plan
 - i. Professional Services Agreement – Arup US, Inc.
 - c, FIFA World Cup 2026
 - i. Landscape Architecture Additional Services Request - OJB
9. Executive Director
 - a. Affordable Housing
 - b. HueMan:Shelter
10. Development Agreement with Pearl Residences at Midtown Owner, LLC
11. With respect to the foregoing agenda items, the Authority may conduct an executive session with regards to the following, as appropriate and necessary:
 - a. Consultation with attorney (Section 551.071, Texas Government Code);
 - b. The purchase, exchange, lease or value of real property (Section 551.072, Texas Government Code);
 - c. Personnel matters (Section 551.074, Texas Government Code);
 - d. Security personnel or devices (Section 551.076, Texas Government Code); and
 - e. Economic development negotiations (Sections 551.087, Texas Government Code).

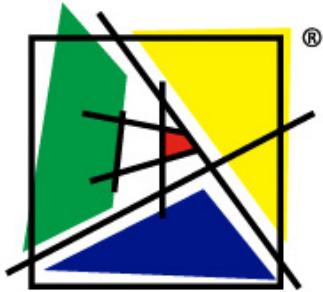
Upon entering into the executive session, the presiding officer shall announce which agenda items will be discussed.

Adjourn.



Matt Thibodeaux

Executive Director MT/ks



midtown
HOUSTON

**FINANCIALS -
DECEMBER 2025**

Midtown Redevelopment Authority

Profit & Loss

July through December 2025

Jul - Dec 25

Ordinary Income/Expense	
Income	
400000 · Revenue & Support	
400025 · Interest-Debt Service & Reserve	146,763.06
400026 · Interest-Other Bond Funds	109.04
400029 · Interest - Affordable Housing	259,317.22
400030 · Interest-Operating Funds	485,608.67
400031 · Interest Income	19,109.82
400040 · 3131 EMANCIPATION	225,858.14
400041 · Affordable Housing Apts Units	56,901.24
400042 · 402 & 410 Tenant Inome	107,822.55
Total 400000 · Revenue & Support	1,301,489.74
40010 · Other Revenue	635,120.13
400441 · Bagby Park Kiosk Lease	47,690.46
451000 · Gain/Loss on Cancelled Leases	-82,177.20
Total Income	1,902,123.13
Gross Profit	1,902,123.13
Expense	
500000 · BOND FUND EXPENSES	
504000 · Projects & Expenses	
500007 · T-0234 Parks and Open Space	4,214.00
500015 · T-0222 Street Rehab	173,235.01
500021 · T-0203 Entry Portals	-20,000.00
500412 · T-0239 Brazos St Recon	11,380.90
Total 504000 · Projects & Expenses	168,829.91
Total 500000 · BOND FUND EXPENSES	168,829.91
510000 · INCREMENT PROJECTS/EXPENSE	
510008 · T-0220 Afford Housing Land Bnk	1,579,141.18
510019 · T-0214 Caroline St	107,166.58
510024 · T-0204 Infrastruc/Street Lights	187,890.50
510040 · Developer Reimbursement	274,524.85
510041 · CIP Program Expenses	26,224.00
510043 · T-0234 Parks & Open Space & Mob	41,591.18
510045 · T-0224 HTC I - Bldg Maintenance	118,061.57
510046 · T-0221 Midtown Pk	2,598.51
510096 · T-0207 Opr of Zone Prj Faciliti	523,219.94
510102 · HMAAC Interest Expense	1,495.69
510400 · Kiosk at Bagby Park	21,387.68
510534 · T-0225 Mobility & Pedest Imprv	45,010.91
510700 · Municipal Services Costs	
510710 · Municipal Services Supplemental	67,586.34
510700 · Municipal Services Costs - Other	9,580.00
Total 510700 · Municipal Services Costs	77,166.34
Total 510000 · INCREMENT PROJECTS/EXPENSE	3,005,478.93
550000 · General & Admin. Expense	
550002 · Contract Labor	5,607.00
550003 · Rent Expense	5,400.00
550004 · Salaries	985,584.62

No assurance is provided on these financial statements

Midtown Redevelopment Authority

Profit & Loss

July through December 2025

	Jul - Dec 25
550006 · Advertising & Promotions	29,393.93
550007 · Courier Service	387.88
550008 · Office Supply & Expense	17,453.49
550010 · Telephone & Utilities	3,196.27
550012 · Postage	397.98
550022 · Bank Charges & Fees	16,389.55
550023 · Trust Expenses	6,695.00
550025 · Professional Services	16,525.00
550026 · Accounting Consultants	108,357.53
550027 · Financial Audit	45,000.00
550028 · Legal Consultants	294,892.00
550029 · Admin Insurance	932.68
550030 · Planning Consultants	94,962.07
550032 · Engineering Consultants	31,226.41
550033 · Professional Fees/Other Consult	50,429.50
550034 · Equip Rent & Lease Expense	4,631.07
550036 · Licenses & Fees	562.70
550037 · Workman's Comp Insurance	5,407.48
550038 · Insurance - All	32,114.21
550039 · Computers & Repairs & Maint	20,762.47
550040 · Repair & Maintenance	2,378.94
550045 · Payroll Fees	16,377.59
550046 · Reimb. Employee Office Exp.	444.24
550050 · Depreciation Expense	776,123.66
550052 · Depre Expense-Midtown Park	318,242.56
550053 · Deprec Expense-Works of Art	22,140.54
550054A · Depre Expense Operations Cnt	312,301.08
550058 · Travel	1,424.52
550061 · Public Relations	231.82
550065 · Training and Conferences	-65.35
 Total 550000 · General & Admin. Expense	 3,225,908.44
550051 · Dep Exp - Midtown Park/Garage	231,048.90
55052A · Dep Exp Midtown Park Phase 2&3	91,770.04
 Total Expense	 6,723,036.22
 Net Ordinary Income	 -4,820,913.09
 Net Income	 -4,820,913.09

Midtown Redevelopment Authority

Balance Sheet

As of December 31, 2025

Dec 31, 25

ASSETS	
Current Assets	
Checking/Savings	
101001 · Wells Fargo Ope Acctg 64040	251,913.41
101002 · Infrastructure Projects 1731	177,324.13
101003 · Texas Capital Operating x 6020	247,681.76
101004 · Texas Capital MM x 6052	668,489.93
101010 · WF Surplus Acct 63943	5,330,133.33
101020 · WF FTA Enhanced Path 63919	61.94
101030 · Wells Fargo 1094	458,829.30
102200 · Logic Operating Account	19,965,141.28
103200 · TexStar Operating Acct 1111	8,147.23
103600 · Wells Fargo Oper Inves 63901	307.86
103700 · WF Operating Saving 3215777180	46,244.54
104000 · Affordable Housing Accounts	
104021 · WF Afford Hous 3927	639,048.88
104022 · WF Pilot Program 3935	354.87
104024 · Texas Capital AH Ops x 6028	12,329.92
104025 · Texas Capital AH MM x 6036	300,240.26
104116 · TexStar Aff. Hsng MM 1800	2,360.45
104200 · Logic Affordable Housing	13,885,665.26
1044000 · Wells Fargo NAI - 2259	296,377.41
Total 104000 · Affordable Housing Accounts	15,136,377.05
105000 · Trustee Investments	
105001 · Pledge Revenue Fund 422885	2,111,010.11
105002 · Debt Service Fund	6,282,614.21
105003 · Reserve Fund 422897	7,083,823.94
105009 · Austin Park Maint. Fund 422919	4,102.02
107000 · BOND FUNDS	5,172.48
Total 105000 · Trustee Investments	15,486,722.76
Total Checking/Savings	57,777,374.52
Accounts Receivable	324,301.67
Total Current Assets	58,101,676.19
Fixed Assets	
150000 · Fixed Assets	
150010 · Office Furniture & Equipment	68,129.62
150011 · Accumulated Depreciation-Furn.	-63,484.49
150020 · Computer Equipment	62,956.03
150021 · Accumulated Depreciation-Comp.	-49,223.18
150040 · Land - JPI Park	736,911.00
150045 · Walgreens/Lui Park Land	141,000.00
150062 · Land - Houston Tech.Center I	798,053.89
150063 · Houston Tech Center I	2,676,862.62
150064 · Accm Deprec-Houston Tech Cntr I	-2,676,862.62
150065 · Land - HTC Phase II	697,219.00
150066 · Houston Tech Center II	3,135,865.07
150067 · Accum.Deprec. HTC Phase I	-2,783,048.75
150069 · Land - Bagby Park	1,318,870.15
150070 · BagbyPark	2,453,218.83
150071 · Accum.Deprec. BagbyPark	-1,945,119.71
150075 · Midtown Park 2905 Travis St	3,506,306.26
150078 · Midtown Park Land-Tracts I & II	4,416,996.74

No assurance is provided no these financial statements

Midtown Redevelopment Authority

Balance Sheet

As of December 31, 2025

	Dec 31, 25
1500783 · Accum Deprec-Works of Art	-332,979.19
1500784 · Acc Depr Office Housng & Garage	-2,877,258.42
1500785 · Accum Depreciation - Bagby Park	-349,929.40
150078A · Midtown (Superblock) Garage	13,784.20
150078B · Midtown (Superblockj) Park	5,299,848.40
150078C · Midtown Garage - Depreciable As	
1500781 · Acc Depre - Midtown Garage	-3,696,783.22
150078C · Midtown Garage - Depreciable As ...	<u>23,104,895.00</u>
Total 150078C · Midtown Garage - Depreciable ...	19,408,111.78
150078D · Midtown Park - Depreciable Asse	
1500782 · Acc Depre Midtown Park	-5,197,961.62
150078D · Midtown Park - Depreciable Asse -...	<u>19,094,553.00</u>
Total 150078D · Midtown Park - Depreciable As...	13,896,591.38
150078E · Land - Operations Center	1,002,054.00
150078G · Operation Center	3,535.75
150078H · Midtown Park - Depr Assc 2&3	5,558,842.94
150078I · Bagby Park - Depr Asset (2020)	1,049,784.00
150078J · Opration Center Dep Asset	27,074,672.44
150078K · Midtown Park -Placed in Service	-5,506,202.00
150079B · Works of Art - Donated	1,137,027.00
150080 · Land (Resale)	
150081 · Earnest Money	-15,946.09
150082 · Option Fees	5,000.00
150803 · Affordable Housing Legal	103,280.05
150804 · Affordable Housing Misc	756,345.80
150805 · AFFORD HOUS GRANTS	126,750.28
150080 · Land (Resale) - Other	<u>34,579,600.93</u>
Total 150080 · Land (Resale)	35,555,030.97
150080A · Land Held for Resale	-10,723,654.68
150089 · Land HMAAC (Land)	1,206,150.00
150090 · HMAAC Property	918,850.00
150091 · Accum Depr HMAAC	-696,795.06
150098 · Rice-Ion Garage Asset	56,900,000.00
150099 · Accum Depr - ION Parking Garage	-2,086,333.00
150100 · 2800 MAIN	317,069.93
150782A · Acc Depr Midtown Park Phase 2-3	-1,147,125.11
150000 · Fixed Assets - Other	<u>-546,027.24</u>
Total 150000 · Fixed Assets	<u>157,569,699.15</u>
Total Fixed Assets	<u>157,569,699.15</u>
Other Assets	
180500 · Leases	
180510 · Lease Receivable	1,887,482.88
180530 · Deferred Inflow	<u>-1,840,254.53</u>
Total 180500 · Leases	<u>47,228.35</u>
Total Other Assets	<u>47,228.35</u>
TOTAL ASSETS	<u>215,718,603.69</u>

Midtown Redevelopment Authority

Balance Sheet

As of December 31, 2025

Dec 31, 25

LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	926,451.49
Other Current Liabilities	
200001 · Current Liabilities	794,952.30
200006 · Property Tax Liability	125,410.82
203500 · Prepaid Rental Income Liab	11,292.06
205000 · Current Loan Liabilities	4,505,000.00
25000 · Retainage Payable	3,500.00
Total Other Current Liabilities	<u>5,440,155.18</u>
Total Current Liabilities	6,366,606.67
Long Term Liabilities	
210000 · Long Term Liabilities	
210050 · Bond Payable Series 2017	32,625,000.00
210061 · Series 2017 Bond Premium	2,600,121.00
210063 · Series 2020 Bond Premium	1,256,000.00
210064 · Bonds Payable Series 2020	6,410,000.00
210065 · Bonds Payable Series 2022	19,595,000.00
210100 · Security Deposit LT	32,148.73
Total 210000 · Long Term Liabilities	62,518,269.73
210400 · ION Garage	
210401 · ION Deferred Tax Increment	1,725,631.00
210402 · ION Unearned Concession Fee	1,531,015.00
210403 · ION Garage - Reversion of Rice	34,329,667.00
Total 210400 · ION Garage	<u>37,586,313.00</u>
Total Long Term Liabilities	<u>100,104,582.73</u>
Total Liabilities	106,471,189.40
Equity	
1110 · Retained Earnings	114,068,327.38
Net Income	-4,820,913.09
Total Equity	<u>109,247,414.29</u>
TOTAL LIABILITIES & EQUITY	<u>215,718,603.69</u>

Midtown Redevelopment Authority
Operating Disbursements
As of January 16, 2026

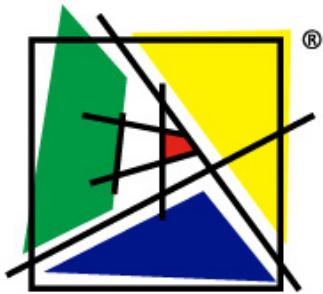
Date	Num	Name	Memo	Credit
101003 · Texas Capital Operating x 6020				
12/16/2025	12106	Bracewell LLP		34,407.25
12/16/2025	12107	Design Workshop, Inc.	Houston Midtown District Work Order#1 Project 006...	1,764.00
12/16/2025	12108	Flextg Financial Services	CANNON/IR-C5750I DECEMBER 2025	932.21
12/16/2025	12109	Goode Systems & Cons...	Network Equipment November 2025	33,954.38
12/16/2025	12110	IDS Engineering Group	Midtown PSA 2021 WO No 01B Professional Servi...	1,919.14
12/16/2025	12111	Lion Heart	Project 043-001 Midtown Work order 1 - 11.30.2025	2,250.00
12/16/2025	12112	Midtown Management D...	Reimbursable Shared Marketing Expenses Septem...	1,366.41
12/16/2025	12113	Pitney Bowes Global Fin...	Property Tax 2025	17.44
12/16/2025	12114	RLI Insurance Company	MRA Bond - #LFM0047845 02.01.26 - 02.01.27	368.00
12/16/2025	12115	The Goodman Corporati...		11,632.23
12/16/2025	12116	The Harris Center for M...	CCAP Midtown November 2025	13,888.73
12/16/2025	12117	United National Insuranc...	410 Pierce	4,080.00
12/16/2025	12118	Walter P. Moore		17,373.40
12/16/2025	12119	The Goodman Corporati...	MID 127 -November 2025	63,158.93
12/23/2025	ACH	Reliant Energy	410 PIERCE STREET - 75237956-0 DEC 2025	3,817.45
12/23/2025	ACH	Reliant Energy	402 PIERCE ST - 75237953-7 DECEMBER 2025	5,253.61
12/23/2025	ACH	G&A Partners	PR 12/31/2025	102,129.75
01/07/2026	12120	Amanda Hansen Group	Crisis Communications and Public Relations Retain...	15,500.00
01/07/2026	12121	Comcast	410 SERVICE Ste #355 to January 29, 2026	306.91
01/07/2026	12122	Kayler Williams	Meeting and travel to meeting	8.59
01/07/2026	12123	NEVA Corporation		43,863.00
01/07/2026	12124	Pitney Bowes Global Fin...	Supplies 12/3/25 - Ink Pad Replacement	76.06
01/07/2026	12125	The Morton Accounting ...	October 2025 CPA Services	24,292.54
01/07/2026	12126	WILLIAMS SCOTSMAN...	Customer # 10460287 Rental Period 12.01.2025 - 1...	452.11
01/14/2026	12127	Condor Express Deliver...	Delivery & Delivery Return December 2025	216.32
01/14/2026	12128	Goode Systems & Cons...		4,280.10
01/14/2026	12129	Goode Technology Group	System Support November 2025	468.75
01/14/2026	12130	Masterson Advisors LLC	Continuing Disclosure Annual Reporting Serv 2025	3,500.00
01/14/2026	12131	Midtown Parks Conserv...	MRA Reimbursable Expenses for WF CC Charges ...	440.47
01/14/2026	12132	Staples Advantage	Office supplies 12.25.25	913.08
01/14/2026	12133	The Harris Center for M...		33,068.81
01/14/2026	12134	The Morton Accounting ...	November 2025 CPA Services	27,123.76
01/14/2026	12135	Walter P. Moore		15,671.00
01/14/2026	12136	Midtown Parks Conserv...	MRA Reimbursable Expenses for WF CC Charges ...	1,636.58
01/14/2026	12137	Equi-Tax, Inc.	MontlyConsultation Service fee per contract January...	500.00
Total 101003 · Texas Capital Operating x 6020				470,631.01
TOTAL				470,631.01

Midtown Redevelopment Authority
Affordable Housing Disbursements

As of January 16, 2026

Date	Num	Name	Memo	Credit
104000 · Affordable Housing Accounts				
104024 · Texas Capital AH Ops x 6028				
12/16/2025 5137	Bracewell LLP	Third Ward Acquisitions/Affordable Housing Legal - Thro...	13,781.25	
12/16/2025 5138	CCPPI	Midtown Affordable Housing Plan Grant October 2025	119,083.33	
12/16/2025 5139	Four Eleven LLC	Landscape Services October 2025	21,798.76	
12/17/2025 ACH	BBG Real Estate Services	VOID: Appraisal Fees December 2025		
12/22/2025 ACH	City of Houston - Water	155065	3.81	
12/23/2025 ACH	City of Houston - Water	155065	25.62	
12/23/2025 ACH	City of Houston - Water	155065	20.28	
12/23/2025 ACH	City of Houston - Water	155065	24.35	
12/23/2025 ACH	City of Houston - Water	155065	3.63	
12/23/2025 ACH	City of Houston - Water	155065	8.35	
12/23/2025 ACH	City of Houston - Water	155065	26.77	
12/23/2025 ACH	City of Houston - Water	155065	25.62	
12/23/2025 ACH	City of Houston - Water	155065	4.96	
12/23/2025 ACH	City of Houston - Water	155065	24.35	
12/23/2025 ACH	City of Houston - Water	155065	32.82	
12/23/2025 ACH	City of Houston - Water	155065	25.62	
12/23/2025 ACH	City of Houston - Water	155065	4.80	
12/23/2025 ACH	City of Houston - Water	155065	515.51	
12/23/2025 ACH	City of Houston - Water	155065	30.57	
12/23/2025 ACH	City of Houston - Water	155065	155.64	
12/23/2025 ACH	City of Houston - Water	155065	65.12	
12/23/2025 ACH	City of Houston - Water	155065	30.20	
12/23/2025 ACH	City of Houston - Water	155065	27.28	
12/23/2025 ACH	City of Houston - Water	155065	26.01	
12/23/2025 ACH	City of Houston - Water	155065	16.22	
12/23/2025 ACH	City of Houston - Water	155065	18.14	
12/23/2025 ACH	City of Houston - Water	155065	3.81	
12/23/2025 ACH	City of Houston - Water	155065	3.81	
12/23/2025 ACH	City of Houston - Water	155065	3.81	
12/23/2025 ACH	City of Houston - Water	155065	42.58	
12/23/2025 ACH	City of Houston - Water	155065	3.81	
12/23/2025 ACH	City of Houston - Water	155065	3.81	
12/23/2025 ACH	City of Houston - Water	155065	3.81	
12/23/2025 ACH	City of Houston - Water	155065	3.81	
12/23/2025 ACH	City of Houston - Water	155065	3.81	
12/23/2025 ACH	City of Houston - Water	155065	3.81	
12/23/2025 ACH	City of Houston - Water	155065	3.81	
12/23/2025 ACH	City of Houston - Water	155065	21.08	
12/23/2025 ACH	City of Houston - Water	155065	134.25	
12/23/2025 ACH	City of Houston - Water	155065	33.84	
01/07/2026 5141	American Fence Company, Inc.	Landscape Services November 2025	2,060.20	
01/07/2026 5142	Four Eleven LLC	Checking MRA Owned Properties Sept 26 - Nov 19, 202...	23,436.51	
01/07/2026 5143	Jaime Giraldo	Project: Midtown Affordable Housing Plan - Impl Svrs F...	46.20	
01/07/2026 5144	Roberta F. Burroughs & Associ...	November 2025 Landscaping	8,000.00	
01/07/2026 5145	TransTeQ	December 2025 Landscaping	34,582.28	
01/14/2026 5146	TransTeQ		29,206.49	
Total 104024 · Texas Capital AH Ops x 6028				253,391.97
Total 104000 · Affordable Housing Accounts				253,391.97
TOTAL				253,391.97

No assurance is provided on these financial statements



midtown
HOUSTON

**FINANCIALS-
NOVEMBER 2025**

Midtown Redevelopment Authority

Profit & Loss

July through November 2025

Jul - Nov 25

Ordinary Income/Expense	
Income	
400000 · Revenue & Support	
400025 · Interest-Debt Service & Reserve	123,933.40
400026 · Interest-Other Bond Funds	91.72
400029 · Interest - Affordable Housing	211,351.94
400030 · Interest-Operating Funds	413,570.93
400031 · Interest Income	13,156.42
400040 · 3131 EMANCIPATION	209,177.88
400041 · Affordable Housing Apts Units	51,787.60
400042 · 402 & 410 Tenant Inome	83,885.49
Total 400000 · Revenue & Support	1,106,955.38
40010 · Other Revenue	371,778.14
400441 · Bagby Park Kiosk Lease	25,929.78
451000 · Gain/Loss on Cancelled Leases	-41,088.60
Total Income	1,463,574.70
Gross Profit	1,463,574.70
Expense	
500000 · BOND FUND EXPENSES	
504000 · Projects & Expenses	
500007 · T-0234 Parks and Open Space	3,130.00
500015 · T-0222 Street Rehab	169,355.01
500021 · T-0203 Entry Portals	-20,000.00
500412 · T-0239 Brazos St Recon	2,389.90
Total 504000 · Projects & Expenses	154,874.91
Total 500000 · BOND FUND EXPENSES	154,874.91
510000 · INCREMENT PROJECTS/EXPENSE	
510008 · T-0220 Afford Housing Land Bnk	1,371,169.92
510019 · T-0214 Caroline St	107,166.58
510024 · T-0204 Infrastruc/Street Lights	165.50
510040 · Developer Reimbursement	274,524.85
510041 · CIP Program Expenses	16,905.25
510043 · T-0234 Parks & Open Space & Mob	37,986.68
510045 · T-0224 HTC I - Bldg Maintenance	109,014.56
510046 · T-0221 Midtown Pk	2,146.40
510096 · T-0207 Opr of Zone Prj Faciliti	287,038.80
510102 · HMAAC Interest Expense	1,495.69
510400 · Kiosk at Bagby Park	17,987.68
510534 · T-0225 Mobility & Pedest Imprv	45,010.91
510700 · Municipal Services Costs	
510710 · Municipal Services Supplemental	57,586.34
510700 · Municipal Services Costs - Other	9,580.00
Total 510700 · Municipal Services Costs	67,166.34
Total 510000 · INCREMENT PROJECTS/EXP...	2,337,779.16
550000 · General & Admin. Expense	
550002 · Contract Labor	5,607.00
550003 · Rent Expense	4,500.00
550004 · Salaries	961,229.36

No assurance is provided on these financial statements

Midtown Redevelopment Authority

Profit & Loss

July through November 2025

	Jul - Nov 25
550006 · Advertising & Promotions	24,195.31
550007 · Courier Service	622.35
550008 · Office Supply & Expense	16,770.19
550010 · Telephone & Utilities	5,017.91
550012 · Postage	397.98
550022 · Bank Charges & Fees	14,825.67
550023 · Trust Expenses	3,195.00
550025 · Professional Services	13,725.00
550026 · Accounting Consultants	153,016.75
550027 · Financial Audit	45,000.00
550028 · Legal Consultants	288,770.00
550029 · Admin Insurance	770.90
550030 · Planning Consultants	79,462.07
550032 · Engineering Consultants	26,325.39
550033 · Professional Fees/Other Consult	50,429.50
550034 · Equip Rent & Lease Expense	4,319.06
550036 · Licenses & Fees	562.70
550037 · Workman's Comp Insurance	4,648.14
550038 · Insurance - All	27,351.21
550039 · Computers & Repairs & Maint	36,018.55
550040 · Repair & Maintenance	3,943.68
550045 · Payroll Fees	13,607.67
550046 · Reimb. Employee Office Exp.	444.24
550050 · Depreciation Expense	388,061.83
550052 · Depre Expense-Midtown Park	159,121.28
550053 · Deprec Expense-Works of Art	11,070.27
550054A · Depre Expense Operations Cnt	156,150.54
550058 · Travel	1,415.93
550061 · Public Relations	231.82
Total 550000 · General & Admin. Expense	2,500,807.30
550051 · Dep Exp - Midtown Park/Garage	115,524.45
55052A · Dep Exp Midtown Park Phase 2&3	45,885.02
Total Expense	5,154,870.84
Net Ordinary Income	-3,691,296.14
Net Income	-3,691,296.14

Midtown Redevelopment Authority

Balance Sheet

As of November 30, 2025

Nov 30, 25

ASSETS

Current Assets

Checking/Savings	
101001 · Wells Fargo Ope Acctg 64040	236,392.03
101002 · Infrastructure Projects 1731	177,251.85
101003 · Texas Capital Operating x 6020	214,410.89
101004 · Texas Capital MM x 6052	1,183,072.67
101010 · WF Surplus Acct 63943	5,327,960.85
101020 · WF FTA Enhanced Path 63919	61.92
101030 · Wells Fargo 1094	434,892.24
102200 · Logic Operating Account	19,898,359.44
103200 · TexStar Operating Acct 1111	8,120.84
103600 · Wells Fargo Oper Inves 63901	307.74
103700 · WF Operating Saving 3215777180	46,225.70
104000 · Affordable Housing Accounts	
104021 · WF Afford Hous 3927	638,788.41
104022 · WF Pilot Program 3935	354.73
104024 · Texas Capital AH Ops x 6028	13,884.55
104025 · Texas Capital AH MM x 6036	473,875.92
104116 · TexStar Aff. Hsng MM 1800	2,352.82
104200 · Logic Affordable Housing	13,839,218.78
1044000 · Wells Fargo NAI - 2259	364,194.31
Total 104000 · Affordable Housing Accounts	15,332,669.52
105000 · Trustee Investments	
105001 · Pledge Revenue Fund 422885	2,105,068.23
105002 · Debt Service Fund	6,282,614.21
105003 · Reserve Fund 422897	7,060,994.28
105009 · Austin Park Maint. Fund 422919	4,090.50
107000 · BOND FUNDS	
107018 · LOGIC 2017 PROJECT FUND	5,155.16
Total 107000 · BOND FUNDS	5,155.16
Total 105000 · Trustee Investments	15,457,922.38
Total Checking/Savings	58,317,648.07
Accounts Receivable	23,341.56
Other Current Assets	1,662.76
Total Current Assets	58,342,652.39

Fixed Assets

150000 · Fixed Assets	
150010 · Office Furniture & Equipment	68,129.62
150011 · Accumulated Depreciation-Furn.	-60,000.47
150020 · Computer Equipment	62,956.03
150021 · Accumulated Depreciation-Comp.	-46,648.27
150040 · Land - JPI Park	736,911.00
150045 · Walgreens/Lui Park Land	141,000.00
150062 · Land - Houston Tech.Center I	798,053.89
150063 · Houston Tech Center I	2,676,862.62
150064 · Accm Deprec-Houston Tech Cntr I	-2,676,862.62
150065 · Land - HTC Phase II	697,219.00
150066 · Houston Tech Center II	3,092,002.07
150067 · Accum.Deprec. HTC Phase I	-2,743,776.33

No assurance is provided no these financial statements

Midtown Redevelopment Authority

Balance Sheet

As of November 30, 2025

	Nov 30, 25
150069 · Land - Bagby Park	1,318,870.15
150070 · BagbyPark	2,453,218.83
150071 · Accum.Deprec. BagbyPark	-1,915,871.26
150075 · Midtown Park 2905 Travis St	3,506,306.26
150078 · Midtown Park Land-Tracts I & II	4,416,996.74
1500783 · Accum Deprec-Works of Art	-321,908.92
1500784 · Acc Depr Office Housng & Garage	-2,721,107.88
1500785 · Accum Depreciation - Bagby Park	-332,433.00
150078A · Midtown (Superblock) Garage	13,784.20
150078B · Midtown (Superblockj) Park	5,299,848.40
150078C · Midtown Garage - Depreciable As	
1500781 · Acc Depre - Midtown Garage	-3,581,258.77
150078C · Midtown Garage - Depreciable As ...	<u>23,104,895.00</u>
Total 150078C · Midtown Garage - Depreciable ...	19,523,636.23
150078D · Midtown Park - Depreciable Asse	
1500782 · Acc Depre Mldtown Park	-5,038,840.34
150078D · Midtown Park - Depreciable Asse -...	<u>19,094,553.00</u>
Total 150078D · Midtown Park - Depreciable As...	14,055,712.66
150078E · Land - Operations Center	1,002,054.00
150078H · Midtown Park - Depr Assc 2&3	5,540,156.38
150078I · Bagby Park - Depr Asset (2020)	1,049,784.00
150078J · Opration Center Dep Asset	27,074,672.44
150078K · Midtown Park -Placed in Service	-5,506,202.00
150079B · Works of Art - Donated	1,137,027.00
150080 · Land (Resale)	
150081 · Earnest Money	-15,946.09
150082 · Option Fees	5,000.00
150803 · Affordable Housing Legal	103,280.05
150804 · Affordable Housing Misc	756,345.80
150805 · AFFORD HOUS GRANTS	126,750.28
150080 · Land (Resale) - Other	<u>34,579,600.93</u>
Total 150080 · Land (Resale)	35,555,030.97
150080A · Land Held for Resale	-10,723,654.68
150089 · Land HMAAC (Land)	1,206,150.00
150090 · HMAAC Property	918,850.00
150091 · Accum Depr HMAAC	-685,309.43
150098 · Rice-Ion Garage Asset	56,900,000.00
150099 · Accum Depr - ION Parking Garage	-1,801,833.00
150100 · 2800 MAIN	317,069.93
150782A · Acc Depr Midtown Park Phase 2-3	-1,101,240.09
150000 · Fixed Assets - Other	-546,027.24
Total 150000 · Fixed Assets	<u>158,379,427.23</u>
Total Fixed Assets	158,379,427.23

Midtown Redevelopment Authority

Balance Sheet

As of November 30, 2025

Nov 30, 25

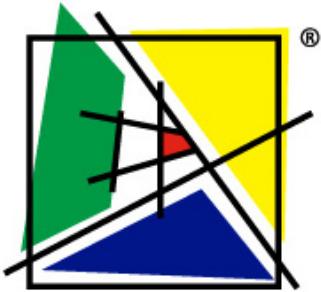
Other Assets	
180500 · Leases	
180510 · Lease Receivable	2,494,714.31
180530 · Deferred Inflow	-2,406,397.36
Total 180500 · Leases	88,316.95
Total Other Assets	88,316.95
TOTAL ASSETS	216,810,396.57
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	900,043.58
Other Current Liabilities	
200001 · Current Liabilities	783,536.14
200006 · Property Tax Liability	125,410.82
203500 · Prepaid Rental Income Liab	11,292.06
205000 · Current Loan Liabilities	4,505,000.00
25000 · Retainage Payable	3,500.00
Total Other Current Liabilities	5,428,739.02
Total Current Liabilities	6,328,782.60
Long Term Liabilities	
210000 · Long Term Liabilities	
210050 · Bond Payable Series 2017	32,625,000.00
210061 · Series 2017 Bond Premium	2,600,121.00
210063 · Series 2020 Bond Premium	1,256,000.00
210064 · Bonds Payable Series 2020	6,410,000.00
210065 · Bonds Payable Series 2022	19,595,000.00
210100 · Security Deposit LT	32,148.73
Total 210000 · Long Term Liabilities	62,518,269.73
210400 · ION Garage	
210401 · ION Deferred Tax Increment	1,725,631.00
210402 · ION Unearned Concession Fee	1,531,015.00
210403 · ION Garage - Reversion of Rice	34,329,667.00
Total 210400 · ION Garage	37,586,313.00
Total Long Term Liabilities	100,104,582.73
Total Liabilities	106,433,365.33
Equity	
1110 · Retained Earnings	114,068,327.38
Net Income	-3,691,296.14
Total Equity	110,377,031.24
TOTAL LIABILITIES & EQUITY	216,810,396.57

Midtown Redevelopment Authority
Operating Disbursements
As of December 15, 2025

Date	Num	Name	Memo	Credit
101003 · Texas Capital Operating x 6020				
11/19/2025	12074	Bracewell LLP		33,796.50
11/19/2025	12075	Design Workshop, Inc.	Houston Midtown District Work Order#1 Project 006...	3,906.48
11/19/2025	12076	IDS Engineering Group	Midtown PSA 2021 WO No 01B Professional Servi...	4,829.29
11/19/2025	12077	Lion Heart	Project 043-001 Midtown Work order 1 - 10.31.2025	8,727.50
11/19/2025	12078	OJB	On Call Services - WO 1A October 2025	32,736.25
11/19/2025	12079	Padron Design Studio L...	MRA Marketing Retainer October 2025	3,750.00
11/25/2025	12080	Gauge Engineering	Project 2501667-0000 Work Order No. 1 Through O...	1,745.12
11/25/2025	12081	Goode Systems & Cons...	3rd Floor Board/Conference Room- Split 3 Ways Oc...	2,433.95
11/25/2025	12082	Goode Technology Group	System Support November 2025	1,375.00
11/25/2025	12083	Houston Public Works	Project # 51501294 - 400 Gray St ROW 77002 11...	562.70
11/25/2025	12084	Lion Heart	Project 043-001 Midtown Work order 1 - 08.31.2025	3,622.50
11/25/2025	12085	Padron Design Studio L...	MRA Marketing Retainer September 2025	3,750.00
11/25/2025	12086	Equi-Tax, Inc.		800.00
11/25/2025	12087	Flextg Financial Services	CANNON/IR-C5750I NOVEMBER 2025	1,043.97
11/25/2025	ACH	Reliant Energy	402 PIERCE ST - 75237953-7 NOVEMBER 2025	5,371.03
11/25/2025	ACH	Reliant Energy	410 PIERCE STREET - 75237956-0 NOV 2025	4,223.12
11/25/2025	ACH	G&A Partners	PR 11/30/2025	102,480.18
12/02/2025	12088	Amanda Hansen Group	Crisis Communications and Public Relations Retain...	15,500.00
12/02/2025	12089	Carr Riggs & Ingram, LLC	FY25 Audit Final Billing	2,500.00
12/02/2025	12090	Equi-Tax, Inc.	MonthlyConsultation Service fee per contract Decem...	500.00
12/02/2025	12091	Midtown Parks Conserv...	MRA Reimbursable Expenses for WF CC Charges ...	2,284.55
12/02/2025	12092	Midtown Scouts Square ...	Contract Parking Spaces - 12 November 2025	900.00
12/02/2025	12093	Purchase Power	Postage NOVEMBER 2025	300.00
12/02/2025	12094	Staples Advantage	Office supplies 11.25.25	1,275.04
12/02/2025	12095	The Morton Accounting ...	Sept 2025 CPA Services	26,872.46
12/02/2025	12096	THR Enterprises, Inc.	Cleaning Services -October 2025	1,690.00
12/10/2025	12097	Carr Riggs & Ingram, LLC	CentraLease Quarterly Fee (Sept 2025 - Nov 2025)	362.50
12/10/2025	12098	Comcast	410 SERVICE Ste #355 to DECEMBER 29, 2025	306.91
12/10/2025	12099	Condor Express Deliver...	Delivery & Delivery Return November 2025	289.15
12/10/2025	12100	Goode Systems & Cons...		5,703.30
12/10/2025	12101	Lake Management Servi...	Rain Fountain Proposal	18,686.56
12/10/2025	12102	Padron Design Studio L...	MRA Marketing Retainer November 2025	3,750.00
12/10/2025	12103	Pitney Bowes Global Fin...	LEASE Dec 30, 2025 - March 29, 2026	163.20
12/10/2025	12104	Walter P. Moore		29,044.00
12/10/2025	12105	Wulfe & Co.	Consulting for Bagby Park and Midown Park -Nove...	3,400.00
12/11/2025	ACH	G&A Partners	PR 12/15/2025	129,770.73
12/12/2025	ACH	AT&T	550010	690.67
Total 101003 · Texas Capital Operating x 6020				459,142.66
TOTAL				459,142.66

Midtown Redevelopment Authority
Affordable Housing Disbursements
As of December 15, 2025

Date	Num	Name	Memo	Credit
104000 · Affordable Housing Accounts				
104024 · Texas Capital AH Ops x 6028				
11/19/2025	5127	Bracewell LLP	Third Ward Acquisitions/Affordable Housing Legal - T...	17,793.75
11/19/2025	5128	CCPPI	Midtown Affordable Housing Plan Grant September 2...	119,083.33
11/19/2025	5129	TransTeQ		62,731.55
11/25/2025	5130	Abacas Plumbing	3246 Beulah Street Repairs	4,286.00
11/25/2025	5131	American Fence Compa...		773.00
11/25/2025	5132	Roberta F. Burroughs & ...	Project: Midtown Affordable Housing Plan - Impl Srv...	8,000.00
11/25/2025	5133	Jasmine Ruth Coleman ...	Appraisal Report 3131 Emancipation Ave	9,300.00
11/25/2025	ACH	City of Houston - Water	155065	25.62
11/25/2025	ACH	City of Houston - Water	155065	24.35
11/25/2025	ACH	City of Houston - Water	155065	24.35
11/25/2025	ACH	City of Houston - Water	155065	26.77
11/25/2025	ACH	City of Houston - Water	155065	25.62
11/25/2025	ACH	City of Houston - Water	155065	24.35
11/25/2025	ACH	City of Houston - Water	155065	32.82
11/25/2025	ACH	City of Houston - Water	155065	26.01
11/25/2025	ACH	City of Houston - Water	155065	25.62
11/25/2025	ACH	City of Houston - Water	155065	30.57
11/25/2025	ACH	City of Houston - Water	155065	30.20
11/25/2025	ACH	City of Houston - Water	155065	27.28
11/25/2025	ACH	City of Houston - Water	155065	24.35
12/01/2025	ACH	City of Houston - Water	155065	1,041.92
12/01/2025	ACH	City of Houston - Water	155065	7,611.72
12/02/2025	5134	American Fence Compa...		358.40
12/10/2025	5135	American Fence Compa...		1,371.80
12/10/2025	5136	Vergel Gay & Associates...	Project Mgt Sevices Emanicipation Bld Tenant Impr ...	1,049.00
Total 104024 · Texas Capital AH Ops x 6028				233,748.38
Total 104000 · Affordable Housing Accounts				233,748.38
TOTAL				233,748.38



midtown
HOUSTON

**INVESTMENT
REPORT FOR
QUARTER ENDING
DECEMBER 31, 2026**



midtown
HOUSTON

January 22, 2026

Board of Directors
Midtown Redevelopment Authority
410 Pierce, Suite 355
Houston, Texas 77002

Re: Investment Report – Quarter Ending December 31, 2025

Dear Board of Directors:

In my capacity as Investment Officer and in compliance with Article III, Section 3.03 and Article IV, Section 4.06 of the Investment Policy of the District, please find attached the 2nd Quarter Fiscal Year 2026 Investment Report.

These reports reflect compliance of the Investment Policies of the District, and in accordance with the Investment provisions of the Public Funds Investment Act. The enclosed report is presented to the Board of Directors for review and approval.

Kindest regards,

Matt Thibodeaux
Executive Director

CC: Carr, Riggs & Ingram (CRI)



January 22, 2026

Board of Directors
Matt Thibodeaux, Executive Director
Midtown Redevelopment Authority
410 Pierce Street, Suite 355
Houston, Texas 77002

Re: Investment Report – Quarter Ending December 31, 2025

Dear Board of Directors:

I have prepared the Quarterly Investment Report for the 2nd Quarter FY2026 in my capacity as Midtown District CPA. This report is presented in accordance with Article III, Section 3.03 and Article IV, Section 4.06 of the Investment Policy of the District.

The average yield rate on all investment accounts this quarter is 4.01992% with the highest yield from the Logic accounts at 4.09% on average. The amount of interest earned from investment accounts for the quarter was \$361,290. The report reflects the compliance of your investment portfolio with the Investment Policies of the District and is in accordance with the Investment provisions of the Public Funds Investment Act.

This report is presented to the Board of Directors for review and approval.

Respectfully,

Melissa C. Morton

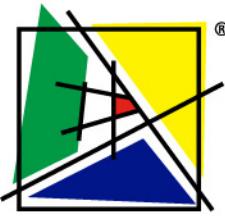
Melissa Morton, CPA
Midtown District CPA

CC: Carr, Riggs & Ingram (CRI)



MIDTOWN REDEVELOPMENT AUTHORITY
INVESTMENT REPORT
QUARTER ENDED DECEMBER 2025

ACCOUNT NAME / FUND	QTR BEGINNING BOOK VALUE	TRANSACTIONS		ENDING BOOK VALUE	INTEREST - By Qtr FY 2026			QTRLY AVG INTEREST YIELD RATE
		DEPOSITS	WITHDRAWALS/TRANSFERS		1st Qtr	2nd Qtr	QUARTER TO DATE TOTAL	
OPERATING FUNDS	21,851,386.27	1,530,392.17	2,740,000.00	20,641,778.44	248,954.44	217,387.87	466,342.31	
LOGIC Operating	21,255,473.36	209,667.92	1,500,000.00	19,965,141.28	241,454.79	209,667.92	451,122.71	4.09%
TexSTAR Operating	8,066.15	81.08		8,147.23	86.12	81.08	167.20	3.97%
Texas Capital MM	587,846.76	1,320,643.17	1,240,000.00	668,489.93	7,413.53	7,638.87	15,052.40	3.98%
AFFORDABLE HOUSING	10,534,428.14	4,153,837.83	500,000.00	14,188,265.97	119,334.71	131,085.74	250,420.45	
TexSTAR Affordable Housing	2,337.01	23.44		2,360.45	24.82	23.44	48.26	3.97%
LOGIC Affordable Housing	9,760,409.93	4,125,255.33	-	13,885,665.26	113,177.58	125,255.33	238,432.91	4.09%
Texas Capital AH MM	771,681.20	28,559.06	500,000.00	300,240.26	6,132.31	5,806.97	11,939.28	3.98%
PLEDGE REVENUE	2,098,283.12	12,726.99	-	2,111,010.11	6,308.75	12,726.99	19,035.74	
677 Fund U.S. Treasury Money Mk	2,098,283.12	12,726.99	-	2,111,010.11	6,308.75	12,726.99	19,035.74	0.00%
DEBT SERVICE FUND	6,282,614.21	-	-	6,282,614.21	-	-	-	
Debit Service 2896	6,282,614.21		-	6,282,614.21	-	-	-	0.00%
RESERVE FUND	6,980,045.78	70,153.76	-	7,050,199.54	76,609.30	-	76,609.30	
TexSTAR Debit Service Money Mk	6,980,045.78	70,153.76	-	7,050,199.54	76,609.30		76,609.30	3.97%
AUSTIN MAINTENANCE FUND	4,066.02	36.00	-	4,102.02	38.08	36.00	74.08	
677 Fund U.S. Treasury Money Mk	4,066.02	36.00	-	4,102.02	38.08	36.00	74.08	0.00%
PROJECT FUND	5,119.43	53.05	-	5,172.48	145.99	53.05	199.04	
LOGIC 2017 Project	5,119.43	53.05	-	5,172.48	145.99	53.05	199.04	4.09%
REPORT GRAND TOTAL	47,755,942.97	5,767,199.80	3,240,009.99	50,283,142.77	451,391.27	361,289.65	812,680.92	



midtown
HOUSTON

DP

**MMIDTOWN
CAPITAL
IMPROVEMENTS**

Capital Improvements Program

Maintenance and Operation of Authority Parks, Facilities and Street Improvements

- **Assignment and Assumption of Agreement for Maintenance Services at Midtown Park and Plaza and Bagby Park**
 - o Current Agreement for Maintenance Services is between Midtown Parks Conservancy and Lawn Management Company LLC
 - o Services generally include landscape maintenance and general cleanup services at MRA owned parks, Midtown Park & Plaza and Bagby Park
 - o Midtown Parks Conservancy held public procurement process in September 2025
 - o Evaluation Committee selected contractor through competitive procurement process and identified as the highest-ranked proposer.
 - o Annual cost of services - \$68,176.08 (\$5,681.34/month)
 - o Initial term through December 31, 2027 with option to renew for two additional one-year periods
- **Midtown Planting Improvements Phase 1 (Bagby Street, Bagby Park and Midtown Park) – Construction Contract Award**
 - o Midtown Parks Conservancy held public procurement process in March 2025
 - o Project includes landscape replacement at Midtown Park, Bagby Park, and Bagby Street streetscape (St Joseph Parkway to Tuam Street)
 - o Scope of work includes site preparation, installation of new plant material (shrubs, perennials, groundcover, trees), installation of aggregate surfacing (black star or decomposed granite), and one-year maintenance period.
 - o Request authorization for the budget allocated for T-0207 – Operating of Zone & Project Facilities to enter into an agreement with the contractor selected through competitive procurement process and identified as the responsible bidder whose bid is the lowest in price, conforms to terms and conditions of procurements, and results in the most advantageous bid to owner (MRA). (bid tab attached)
 - o Funds authorized will cover costs associated with landscape replacement and owner contingency to address miscellaneous project expenditures necessary for successful project delivery.
- **Main Street Planting Improvements – Construction Contract Award**
 - o Midtown Parks Conservancy held public procurement process in September 2025
 - o Project includes landscape replacement along Main Street streetscape and rail esplanade (Gray Street to Wheeler Avenue)
 - o Scope of work includes site preparation, installation of new plant material (shrubs, perennials, groundcover, trees), and one-year maintenance period.
 - o Request authorization for the budget allocated for T-0207 – Operating of Zone & Project Facilities to enter into an agreement with the contractor selected through competitive procurement process and identified as the responsible bidder whose bid is the lowest in price, conforms to terms and conditions of procurements, and results in the most advantageous bid to owner (MRA). (bid tab attached)
 - o Funds authorized will cover costs associated with landscape replacement and owner contingency to address miscellaneous project expenditures necessary for successful project delivery.

FIFA World Cup 206

- FIFA World Cup Sustainability Committee selected Midtown as World Cup Green Corridor project showcase site for sustainability demonstration of innovation and nature-based resilience.
- Midtown partnering with World Cup Sustainability Committee on innovation and resiliency installations (temporary and permanent) at demonstration sites in Midtown (Wheeler Transit Station/Ion District, McGowen Station/Midtown Park, HCC/Ensemble Rail Station)

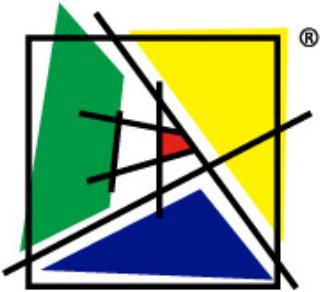
- In November 2025, MRA Board authorized OJB to continue work on conceptual design and budget development for demonstration sites
- Current efforts focus on schematic design of interventions at Ensemble/HCC Rail Station and McGowen Rail Station including Midtown Park and Plaza and the streetscape and pedestrian experience on McGowen between Main Street and Bagby Street.
- Request authorization for the budget allocated for T-0221- Midtown Park and T-0225 – Mobility & Pedestrian Improvements to enter into work order with OJB for landscape architecture design services
- Funds authorized will cover costs associated with landscape architecture design phase services for construction plans and programmatic interventions along Main Street between Ensemble/HCC METRO Station and McGowen METRO Station including Midtown Park and Plaza and the streetscape and pedestrian experience on McGowen between Main Street and Bagby Street and other connecting corridors.

Street Overlay and Sidewalk Program

- Projects will include comprehensive mill and asphalt overlay to improve the road surface condition and sidewalks constructed to generally 5 feet width on local streets and 6 feet width on major thoroughfares.
- Project locations based on the City's Pavement Condition Index (PCI) ratings and Midtown Sidewalk Conditions Assessment.
- Current phase includes segments on:
 - o Isabella and Truxillo Streets
 - o Caroline and Cleburne Streets
 - o Chenevert, Jackson, and Hadley Street
- Stakeholder engagement meetings will begin in late February/March

Mobility & Pedestrian Improvements

- In November 2025, Board approved work order with ARUP to provide a comprehensive review of existing pedestrian lighting conditions and planning for future lighting improvements focused on enhancing perceived safety at night.
- Partnership project is funded by Midtown Redevelopment Authority and Midtown Management District
- ARUP staff is scheduled to begin Existing Lighting Assessment and Nighttime Vulnerability Assessment during week of February 2 – 6.
- Stakeholder Engagement Nighttime Walk scheduled to be held on February 24 from 6:00 PM – 9:00 PM and will provide residents and businesses an opportunity to share feedback and help inform future lighting recommendations.



midtown
HOUSTON

**AGREEMENT FOR
MAINTENANCE FOR
MIDTOWN PARK &
BAGBY PARK**

ASSIGNMENT AGREEMENT

This Assignment Agreement (this “Assignment Agreement”), dated effective as of _____, 2026 (the “Assignment Effective Date”), is entered into by and between **Midtown Improvement and Development Corporation d/b/a Midtown Parks Conservancy**, a Texas nonprofit corporation (the “Assignor”), and **Midtown Redevelopment Authority**, a public non-profit local government corporation (the “Assignee” or the “Authority”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in that certain Agreement for Maintenance Services, dated as of January 1, 2026 (the “Maintenance Services Agreement”), by and between **Lawn Management Company LLC (“LMC”)** and the Assignor, attached hereto as **Exhibit A**.

WHEREAS, the Assignor wishes to transfer and assign to the Authority all of Assignor’s rights and responsibilities related to the Maintenance Services Agreement, and the Authority is willing to assume such rights and responsibilities of the Assignor under the Maintenance Services Agreement; and

WHEREAS, such transfers and assignments are expressly permitted by the Maintenance Services Agreement in Section 15, provided that the Assignor delivers written notice thereof to LMC ten days before the Assignment Effective Date;

NOW, THEREFORE, in consideration of the mutual conveyances, agreement and benefits to both parties hereto, the Assignor and the Assignee hereby agree as follows:

1. Assignment and Assumption. The Assignor hereby transfers and assigns to the Authority, and the Authority hereby assumes and agrees to perform all obligations, duties, liabilities and commitments of the Assignor under the Maintenance Services Agreement.
2. Governing Law; Binding Effect. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
3. Notice. In conjunction with its approval and execution of this Assignment Agreement, the Assignor has delivered to LMC a written notice of its intention to enter into this Assignment Agreement pursuant to the requirements of Section 15 of the Maintenance Services Agreement, which is attached hereto as **Exhibit B**.
4. Counterparts. This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Assignment Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. Delivery of such counterparts by electronic mail shall be deemed effective as manual delivery.

IN WITNESS WHEREOF, the Assignee and Assignor have executed this Assignment Agreement to be made effective as of the Assignment Effective Date.

ASSIGNEE:

MIDTOWN REDEVELOPMENT AUTHORITY

By: _____
Name: _____
Title: _____

ASSIGNOR:

MIDTOWN IMPROVEMENT AND
DEVELOPMENT CORPORATION D/B/A
MIDTOWN PARKS CONSERVANCY

By: _____
Name: _____
Title: _____

Exhibit A
Maintenance Services Agreement
[Attached]

DRAFT

AGREEMENT BY AND BETWEEN
MIDTOWN IMPROVEMENT AND DEVELOPMENT CORPORATION
D/B/A MIDTOWN PARKS CONSERVANCY AND
LAWN MANAGEMENT COMPANY LLC
FOR MAINTENANCE SERVICES

This Agreement for Maintenance Services (this “*Agreement*”) is made by and between the MIDTOWN IMPROVEMENT AND DEVELOPMENT CORPORATION D/B/A MIDTOWN PARKS CONSERVANCY (“*MPC*”), a Texas nonprofit corporation, and LAWN MANAGEMENT COMPANY LLC (the “*Contractor*”), a Texas limited liability company, and shall be effective as of January 1, 2026 (the “*Effective Date*”).

W I T N E S S E T H:

WHEREAS, MPC was created and organized pursuant to Chapter 3, Texas Business Organizations Code, to aid and assist the Midtown Redevelopment Authority (the “*Authority*”) with the implementation of the project plan and reinvestment zone financing plan for Reinvestment Zone Number Two, City of Houston, Texas (the “*Zone*”), by, among other things, providing management and maintenance services within the boundaries of the Zone; and

WHEREAS, pursuant to that certain Operating Agreement by and between MPC and the Authority made effective July 1, 2015, MPC has agreed to operate, manage, maintain, and preserve the Parks (as defined herein) on behalf of the Authority; and

WHEREAS, the Board of Directors of MPC (the “*Board*”) has determined that it is in MPC’s best interest to enter into this Agreement, pursuant to which MPC will engage the Contractor to provide certain landscape and maintenance services and general cleanup services, including the removal of trash, debris, and other unsightly objects, at the Parks; and

WHEREAS, the Parties wish to specify their respective rights and obligations with respect to the services to be performed under this Agreement; and

NOW THEREFORE, for and in consideration of the premises and mutual covenants and agreements herein contained, the Parties agree as follows:

Section 1. **Definitions**

The terms “*Agreement*,” “*Authority*,” “*Board*,” “*Contractor*,” “*Effective Date*,” “*MPC*,” and “*Zone*” shall have the meanings assigned them in the introductory paragraphs of this Agreement. Unless otherwise set forth herein, all capitalized terms used herein shall have the following meanings:

“*Basic Contract Services*” means such landscape and maintenance services and general cleanup services, including the removal of trash, debris and other unsightly objects, and other services described in this Agreement and in Exhibits A and B attached hereto.

“*Chief Operating Officer*” means the individual serving as the Chief Operating Officer of MPC and includes his or her designated representative.

“City” means the City of Houston, Texas.

“Expenses” means those reasonable and necessary out-of-pocket costs expressly authorized in writing by the Chief Operating Officer or the Board in accordance with the terms of this Agreement.

“Parks” means (a) Bagby Park, which is located within the Zone at the corner of Bagby and Gray Streets, Houston, Texas, and consists of approximately 0.6887 acre of public park improvements, landscaping and related facilities, but excludes the retail restaurant facility, restrooms, and fountain located thereon; and (b) Midtown Park and Plaza, which is located within the Zone on that certain City block bounded by McGowen Street, Anita Street, Main Street, and Travis Street, Houston, Texas, and consists of the following two parcels, excluding the retail restaurant facilities, restrooms, and fountain located thereon: (i) a 0.5096 acre of public park improvements, landscaping, and related facilities, and (ii) 2.522 acres of public park improvements, landscaping, and related facilities.

“Parties” means MPC and the Contractor, each a “Party” to this Agreement.

“State” means the State of Texas.

“Supplemental Contract Services” means supplemental landscape maintenance services, including labor, materials, and equipment, that the Contractor provides on weekends, for special events, or under other special conditions of the Project, as requested from time to time by MPC.

Section 2. Service Area

The services referenced herein are to be provided at the Parks within the Zone (the “Service Area”). The Service Area is more specifically depicted in the maps attached hereto as Exhibit C.

Section 3. Engagement of Contractor and Scope of Services

(a) MPC hereby engages the Contractor, and the Contractor hereby accepts such engagement and agrees to provide, furnish, or perform the Basic Contract Services in an efficient and workmanlike manner.

(b) Contractor acknowledges and understands that the services to be provided under this Agreement are being performed for the public benefit.

(c) Contractor agrees to comply with all applicable municipal codes and ordinances of the City, including, but not limited to, safety measures and procedures; and all applicable laws and regulations of the State and the United States of America, including but not limited to applicable environmental laws and regulations.

(d) Contractor agrees that any personnel provided by it in the performance of this Agreement shall be experienced, competent, and careful workers skilled in the duties necessary to provide the services required under this Agreement. MPC may demand the replacement of any of Contractor’s personnel who, in MPC’s sole discretion, do not meet the standards for safety, professionalism, or horticultural knowledge required to fulfill the requirements of this Agreement.

(e) Contractor is an independent contractor and neither Contractor nor any employees or personnel supplied or used by Contractor in the performance of this Agreement shall be considered employees, agents, or subcontractors of MPC for any purpose whatsoever. MPC shall not be responsible for the supervision or compensation of any such personnel; for withholding of income, social security, other payroll taxes; or for the coverage of any worker's compensation benefits. All matters pertaining to such personnel shall be the sole responsibility of the Contractor.

Section 4. **Compensation**

(a) MPC will pay the Contractor a sum not to exceed **FIVE THOUSAND SIX HUNDRED EIGHTY-ONE DOLLARS AND THIRTY-FOUR CENTS (\$5,681.34)**, including tax, per month as compensation for the performance of Basic Contract Services under this Agreement. Compensation for a partial month shall be prorated based on 260 workdays per year and Contractor shall be paid for the days for which services were provided at the prorated amount.

(b) As consideration for the compensation to be paid hereunder, Contractor agrees to cause its employees to work a minimum of eight (8) hours per day per person, five days per week. If the Contractor provides fewer than the required number of man-hours per day, the monthly compensation shall be reduced by \$31.00 per man-hour for each man-hour not worked. Contractor shall submit supporting documentation evidencing the man-hours worked in form and substance acceptable to the Chief Operating Officer.

(c) If inclement weather conditions prevent all or a portion of Contractor's employees from providing the services contemplated by this Agreement, Contractor shall immediately notify the Chief Operating Officer that Contractor is unable to perform its services due to inclement weather conditions. If the Contractor and MPC agree by 9:00 a.m. on the day of such inclement weather conditions that such conditions will prevent the Contractor from providing all or a portion of the services scheduled to be performed that day, that day shall be deemed a weather day ("Weather Day").

(d) Upon the determination of a Weather Day, the Contractor shall submit to the Chief Operating Officer a plan of action detailing how and when Contractor will provide the services that Contractor was unable to provide due to inclement weather conditions. If such a plan of action is not presented within five days of the Contractor's inclement weather notice to the Chief Operating Officer, then MPC shall deduct the sum of \$31.00 per hour for each man-hour not worked from the monthly compensation.

(e) No deductions shall be made from the monthly compensation for man-hours not worked on the MPC-approved holidays set forth in Appendix I, attached hereto and incorporated herein. Any modification of the number of days and man-hours to be provided under this Agreement, must be in writing and signed by the Chief Operating Officer.

(f) MPC may request from time-to-time that the Contractor provide certain Supplemental Contract Services. As compensation for such Supplemental Contract Services, MPC shall pay Contractor a daily rate of \$992.00 for the services of four (4) workers to work eight (8)

hours per day. MPC shall pay Contractor a one-half day rate of \$496.00 for the services of four (4) workers to work four (4) hours per day.

(g) Contractor shall submit a written invoice and any supporting documentation in form and substance acceptable to the Chief Operating Officer for services performed in accordance with this Agreement. Contractor will not be compensated separately for attending meetings of the Board or with MPC staff regarding services performed pursuant to this Agreement. Invoices for fees and reimbursement of Expenses, if any, shall be submitted to MPC each month on or before the 15th day of the month and are due and payable on or before the 30th day of the following month; provided however, that no payment of such fees or Expenses is due until the Chief Operating Officer reviews such invoice and the same is reviewed and approved by the Board. Neither the Chief Operating Officer nor the Board shall unreasonably delay the review or payment of any invoice from the Contractor.

(h) Invoices and supporting documentation shall be emailed to David Thomas at accounting@midtown-tx.org with a copy to dthomas@midtown-tx.org or may be mailed or hand-delivered to the following address:

Midtown Parks Conservancy
Attention: David Thomas
410 Pierce Street, Suite 355
Houston, TX 77002

Section 5. Reimbursement of Expenses

(a) MPC will not reimburse Contractor for any Expenses unless Contractor shall submit, in advance of incurring such Expense, a written request for approval of such reimbursement of Expenses to the Chief Operating Officer or the Board. Before or concurrent with payment of such approved reimbursement, Contractor shall provide MPC a true and correct copy of any and all receipts/invoices for such Expenses incurred by Contractor, together with appropriate certifications/representations that such Expenses were reasonable and necessary and incurred in connection with the performance of services for and on behalf of MPC.

(b) The Contractor is solely responsible for costs of providing any and all materials and supplies necessary to perform the services required under this Agreement, including but not limited to the cost of tools, equipment, fuel, fertilizers, etc.

(c) The Contractor is solely responsible for any and all costs associated with removal and proper disposal of any trash and debris. Contractor agrees to properly dispose of all trash and debris in accordance with any applicable federal or state law and any municipal ordinance. Failure to do so may result in the termination of this Agreement. MPC reserves the right to request satisfactory evidence from the Contractor regarding the disposal of any trash and debris. Contractor agrees to provide such evidence upon request. Failure to provide such satisfactory evidence may result in the termination of this Agreement.

Section 6. Workmanship and Inspection

The Contractor warrants that all work shall be performed in a good and workmanlike

manner and to the satisfaction of MPC and in complete accordance with the specifications set forth in this Agreement, including Exhibits A and B attached hereto. MPC may conduct periodic random inspections of the work performed. MPC may require at its option joint inspections with the Contractor at a mutually convenient date and time or upon at least 24 hours prior written notification to the Contractor of the date and time of a joint inspection.

Section 7. **Drug Abuse Detection and Deterrence**

(a) It is the policy of MPC to achieve a drug-free workforce and workplace; therefore, the manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by Contractor or its employees or subcontractors while providing services to or on behalf of MPC or while on premises owned by the Authority or the City (including the Parks) is strictly prohibited.

(b) Contractor shall have a drug-free workplace policy and shall comply with the requirements of such policy while performing the services required under this Agreement. Such policy shall prohibit employees from performing services required under this Agreement while under the influence of any drugs or alcohol or while in possession of any drug-related paraphernalia on company property, or on premises owned by the Authority or the City (including the Parks).

Section 8. **Authorization to Begin Work**

The parties agree that Contractor shall not perform any work on behalf of MPC for which compensation is to be paid hereunder, unless and until such work has been authorized in writing by the Chief Operating Officer.

Section 9. **Term and Termination; Effect of Assignment**

(a) Except as otherwise provided by subsection (b) hereof, the initial term of this Agreement shall commence on the Effective Date and remain in effect until January 31, 2026 (the "*Initial Term*"). At the conclusion of the Initial Term, this Agreement will automatically renew on a month-to-month basis, unless otherwise terminated as provided herein.

(b) If MPC causes an assignment of its rights and obligations under this Agreement or any interest therein to become effective on or before December 31, 2026 (the "*Assignment Effective Date*"), the term of this Agreement under such assignment (the "*Assigned Agreement*") will remain effective from the Assignment Effective Date until December 31, 2027, which term will constitute the initial term of the Assigned Agreement.

(c) Additionally, the Assigned Agreement may be renewed or extended by a majority vote of the Board for two additional one-year periods on the same terms and conditions as set forth herein or such other terms and conditions as the Board deems appropriate.

(d) MPC may terminate this Agreement at any time with or without cause by giving 30 days' written notice to Contractor. On receiving such notice of termination, Contractor shall, unless the notice directs otherwise, discontinue all services under this Agreement 30 days after receipt of such notice. **TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR**

MPC'S EXERCISE OF IT'S RIGHT TO TERMINATE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN A CLAIM FOR PAYMENT FOR SERVICES RENDERED), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM MPC'S TERMINATION.

(e) MPC may terminate this Agreement immediately and without notice for good cause in the event of a default by Contractor. Default by Contractor occurs if:

- (i) Contractor fails to perform any of its duties under this Agreement;
- (ii) Contractor becomes insolvent;
- (iii) all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
- (iv) a receiver or trustee is appointed for Contractor.

(f) In the event of a default by Contractor for failure to satisfactorily perform any of its duties under this Agreement, MPC may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date.

(g) MPC may, at its sole option, extend the termination date to a later date to allow Contractor to cure the default. If MPC allows Contractor to cure the default and Contractor does so to MPC's satisfaction before the termination date, then the termination is ineffective. If Contractor fails to cure the default before the termination date, then this Agreement shall terminate on the date set forth in the notice.

(h) Contractor may terminate its performance under this Agreement only if MPC defaults and fails to cure the default after receiving written notice of such default. Default by MPC occurs if MPC fails to perform one or more of its material duties under this Agreement.

(i) If a default occurs and Contractor wishes to terminate the Agreement, Contractor must deliver a written notice to the Chief Operating Officer, with a copy to the Board Chair, describing the default and the proposed termination date. The date must be at least 30 days after the Chief Operating Officer and the Board Chair receives such written notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If MPC cures the default before the proposed termination date, then the proposed termination is ineffective. If MPC fails to cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

Section 10. Insurance

(a) With no intent to limit Contractor's liability or obligation for indemnification, Contractor must provide and maintain insurance in full force and effect at all times during the term of this Agreement and shall take appropriate action to ensure that MPC, the Authority, and the City are named as additional insureds under Contractor's insurance policies. All such insurance policies shall be obtained from insurance companies with (1) a Certificate of Authority to transact

business in the State or (2) that are eligible non-admitted insurers in the State and have a Best's Credit Ratings rating of at least B+ or better and is assigned a Best's Financial Size Category of Class VI or higher, according to the current year's A.M. Best's Credit Ratings.

(b) The insurance, at a minimum, must include the following coverages and limits of liability:

<u>Coverage</u>	<u>Limit of Liability</u>
Worker's Compensation	Statutory for Workers Compensation
Employer's Liability	Bodily Injury of \$1,000,000
Comprehensive Commercial General Liability: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations	Combined limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
Automobile Liability Insurance (for automobiles used by the Contractor in the course of its performance under this Agreement including employer's non-owned and hired auto coverage)	\$1,000,000 combined single limit per occurrence

Defense costs are excluded from the face amount of the policy. Aggregate limits are per 12-month policy period.

(c) Each insurance policy must require, on its face or by endorsement, that the insurance carrier waives any rights of subrogation against MPC, the Authority, and the City, and that the carrier shall give 30 days' written notice to MPC before any policy is canceled or non-renewed. Within the 30-day period, Contractor shall provide other suitable policies in lieu of those about to be canceled or non-renewed to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Chief Operating Officer in his or her sole discretion may immediately terminate this Agreement and in such event, MPC will be immediately excused from any further performance under this Agreement.

Section 11. Indemnification and Release

A. INDEMNITY FOR PERSONAL INJURIES. THE CONTRACTOR COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY AND HOLD HARMLESS AND DEFEND MPC, THE AUTHORITY, AND THE CITY, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (THE "INDEMNIFIED PERSONS"), FROM AND AGAINST ANY AND ALL SUITS OR CLAIMS FOR DAMAGES OR INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH ANY ACT, ERROR, OR OMISSION ON THE PART OF THE

CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, OR SUBCONTRACTORS, AND THE CONTRACTOR DOES HEREBY ASSUME ALL LIABILITY AND RESPONSIBILITY FOR INJURIES, CLAIMS OR SUITS FOR THE DAMAGES TO PERSONS OR PROPERTY, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, OCCURRING DURING OR ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT AS A RESULT OF ANY ACT OR OMISSION ON THE PART OF THE CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, OR SUBCONTRACTORS. SUCH INDEMNIFICATION SHALL INCLUDE WORKERS' COMPENSATION CLAIMS OF OR BY ANYONE WHOMSOEVER IN ANY WAY RESULTING FROM OR ARISING OUT OF THE CONTRACTOR'S WORK, SERVICES, AND OPERATIONS IN CONNECTION HEREWITH, INCLUDING OPERATIONS OF SUBCONTRACTORS, IF ANY, AND THE ACTS, ERRORS, OR OMISSIONS OF EMPLOYEES OR AGENTS OF THE CONTRACTOR.

B. INDEMNITY TO PROPERTY. CONTRACTOR SHALL LIKEWISE INDEMNIFY AND HOLD HARMLESS MPC, THE AUTHORITY, AND THE CITY, FOR ANY AND ALL INJURY OR DAMAGE TO PROPERTY OF THE DISTRICT OR THE CITY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, OR INVITEES.

C. RELEASE. THE CONTRACTOR RELEASES EACH INDEMNIFIED PERSON FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE INDEMNIFIED PERSON'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE INDEMNIFIED PERSON'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

Section 12. Cooperation; Inspection of Records; Audits

Contractor agrees to keep such operating records relating to the services to be provided hereunder as may be reasonably required by MPC, or by state and federal law or regulation for a period of four years following the termination of this Agreement. Contractor agrees to allow MPC reasonable access to documents and records in Contractor's possession, custody, or control that MPC deems necessary to assist MPC in determining compliance with this Agreement. Contractor further agrees to cooperate with MPC and, upon request, to provide necessary information to the Chief Operating Officer in order to assist MPC in complying with agreements with or requirements imposed by third parties, including but not limited to the City, the State and/or the United States of America. Contractor's obligations under this Section 12 shall survive the termination of this Agreement.

Section 13. Personal Liability of Public Officials

To the extent permitted by State law, no director, officer, employee or agent of MPC shall be personally responsible for any liability arising under or growing out of the Agreement.

Section 14. Notices

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed or personally delivered to an officer of the receiving Party at the following addresses:

IF TO MPC:

Midtown Parks Conservancy
Attention: Chair, Board of Directors
410 Pierce Street, Suite 355
Houston, Texas 77002

with a copy to:

Bracewell LLP
Attention: Clark Lord
711 Louisiana Street, Suite 2300
Houston, Texas 77002

IF TO THE CONTRACTOR:

Lawn Management Company, LLC
Attention: Amanda Avila
2048 Johanna Drive
Houston, Texas 77407

Each Party may change its address by providing written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed, and any communication so delivered in person shall be deemed to be given when received by MPC or Contractor, as the case may be.

Section 15. Successors and Assigns

All covenants and agreements contained by or on behalf of MPC in this Agreement shall bind their successors and assigns and shall inure to the benefit of Contractor and its successors and assigns. Contractor may not assign its rights and obligations under this Agreement or any interest therein, without the prior written consent of MPC. MPC may assign its rights and obligations under this Agreement or any interest therein, without the prior written consent of the Contractor, provided it gives Contractor 10 days' written notice prior to the Assignment Effective Date.

Section 16. Governing Law

This Agreement is subject to all applicable laws, codes and regulations of the Federal Government, the State and any other governmental entity having jurisdiction over the Parties or activities set out herein. The laws of the State governs the interpretation, validity, or performance and enforcement of this Agreement. Any action brought to enforce or interpret this Agreement shall be brought in a court of appropriate jurisdiction in Harris County, Texas. Should any provision of this Agreement require judicial interpretation, MPC and the Contractor agree and stipulate that the court interpreting or considering the same will not apply the presumption that the terms hereof will be construed against the Party who prepared the same, it being agreed that both Parties hereto have participated in the preparation of this Agreement and that each Party had full opportunity to consult legal counsel of its choice before the execution of this Agreement. If any of the provisions contained in this Agreement is held unenforceable in any respect, such

unenforceability will not affect any other provision of this Agreement.

Section 17. **Amendments and Waivers**

Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is approved by the Board and signed by a duly authorized representative of MPC acting on behalf of the Board.

Section 18. **Dispute Resolution**

(a) In the event of any claim, dispute or controversy arising out of or relating to the implementation of or performance of this Agreement (whether such claim, dispute or controversy is allegedly extra-contractual in nature, whether such claim, dispute or controversy arises under the law of tort, contract, property, or otherwise, or at law or in equity, or under state or federal laws, or by statute or common law, for damages or any other relief) (all of which are referred to herein as "*Disputes*") which MPC and Contractor have been unable to resolve within 30 days after such Dispute arises, an authorized representative of Contractor shall meet with the Chief Operating Officer at a mutually agreed upon time and place not later than 30 days after such Dispute arises to attempt to resolve such Dispute. In the event such representatives are unable to resolve any such Dispute within 15 days after such meeting, either Party may, by written notice to the other, submit such Dispute to non-binding mediation before a mutually agreeable mediator. If the Parties are unable to agree upon a mediator within 20 days after such written notice of submission to mediation, the American Arbitration Association shall be empowered to appoint a qualified mediator. If the Dispute is technical in nature, the mediator appointed by the American Arbitration Association shall be qualified by at least ten years' experience in construction, engineering, and/or public works operations. The mediation shall be conducted within 30 days of the selection or appointment of the mediator, as applicable. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held at a mutually agreeable location in Houston, Texas. If the Parties are unable to agree upon a location, the mediation shall be held at the offices of the American Arbitration Association in Houston, Texas. Any mediated settlement agreement is subject to final approval by the Board.

(b) Subject to Contractor's obligation to comply with the requirements of the foregoing Section 16, for purposes of all legal or equitable proceedings arising out of, relating to or connected with this Agreement, Contractor hereby agrees that this Agreement is performable in whole or in part in Houston, Harris County, Texas, and hereby submits to the jurisdiction of the state courts within Houston, Harris County, Texas, and agrees that such jurisdiction shall be exclusive with respect to any such proceeding filed by Contractor. For the avoidance of doubt Contractor hereby expressly, clearly and unequivocally agrees that MPC has the right to choose the forum in which any legal or equitable proceeding arising out of, relating to or connected with this Agreement shall be heard; and, having so agreed, Contractor hereby irrevocably waives its right to remove any such proceeding to any federal court should MPC choose to bring any proceeding in any state court of Texas. Furthermore, to the fullest extent permitted by law, Contractor hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any proceeding arising out of, relating to or connected with this Agreement in any state court in Houston, Harris County, Texas. Finally, Contractor hereby irrevocably waives any claim which it may now or hereafter

have that any such proceeding brought in any state court in Houston, Harris County, Texas, has been brought in an inconvenient forum.

(c) If Contractor brings any claim against MPC and Contractor does not prevail with respect thereto, Contractor shall be liable for all attorneys' fees incurred by MPC as a result thereof.

Section 19. **Exhibits: Titles of Articles, Sections and Subsections**

Any exhibit attached to this Agreement is incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibit and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a Section shall be considered a reference to such Section of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

Section 20. **Entire Agreement**

This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, in multiple originals, each having equal force, to be made effective as of the Effective Date hereof.

MIDTOWN IMPROVEMENT AND
DEVELOPMENT CORPORATION D/B/A
MIDTOWN PARKS CONSERVANCY

By: _____
Name: MATT THIBODEAUX
Title: Chief Operating Officer

LAWN MANAGEMENT COMPANY LLC

By: Brandon Crumpler
Name: Brandon Crumpler
Title: Vice President of Operations

EXHIBIT A

Midtown Parks Maintenance Scope of Services

(General Provisions)

Unless otherwise defined herein, capitalized terms used herein shall have the meanings respectively ascribed thereto in the Agreement.

Section 1. Contractor's Staff and Responsibilities

(a) Contractor will supply all personnel, materials, tools, equipment, and services required to provide daily maintenance, landscaping and general cleanup services including but not limited to mowing, edging, weeding, blowing, hand irrigation, power washing, tree trimming, trash collection, debris and litter removal ("Basic Contract Services") in the Service Area.

(b) Contractor will provide at least eight full-time employees who shall be assigned solely to perform services under this Agreement on behalf of MPC at least five days a week. Each full-time employee shall work a minimum of 40 hours per week within MPC and must be dressed appropriately at all times. Specifically, all employees staffed by Contractor must wear an identifiable uniform which will be supplied by Contractor.

(c) Contractor will provide one full-time employee who will oversee the duties of the on-site personnel (the "Site Manager"). The Site Manager will monitor the overall appearance and health of the site and maintain client relationships with MPC staff and personnel. Site Manager may be counted as one of the eight full-time employees required under this Agreement.

(d) Contractor's key staff, including but not limited to, the Site Manager (the "Contractor's Key Staff"), shall have current knowledge of best management practices regarding safety, hazardous materials spill response, plant health, pruning, integrated pest management, pesticide application, and irrigation maintenance.

(e) Contractor has retained at least one permanent staff member who is a licensed commercial pesticide applicator, who is certified by the Texas Department of Agriculture, and who has complied and shall comply with all applicable local, state and federal requirements regarding materials, methods of work, and disposal of excess and waste materials.

(f) Contractor has retained at least one arborist, who is certified by the International Society of Arboriculture, to monitor all work related to trees, which includes but is not limited to, corrective pruning, structural pruning, and disease treatment.

(g) Contractor has retained an irrigation technician who is licensed by the appropriate authority and has a minimum of five years of experience in irrigation operation and repairs for projects with two wire systems. All irrigation maintenance and repairs shall be performed by, or under the direct supervision of, a Certified Irrigation Technician (CIT) or Certified Irrigation Auditor.

(h) To the extent the Basic Contract Services or Supplemental Contract Services to be performed hereunder entail landscape maintenance, such services shall be provided in accordance with the Scope of Services (Specific Provisions) attached hereto as Exhibit B.

(i) Contractor shall provide, at its sole cost and expense, a facility located within the Zone for storage and security of its materials, tools, and equipment required to provide the services required under this Agreement. MPC will have no responsibility for any theft, loss, or damage to any of the Contractor's materials, tools or equipment.

Section 2. Communication between MPC and Contractor

(a) Contractor will provide MPC with a list of emergency contact information, identifying the names, phone numbers, and positions of Contractor's Key Staff and account manager.

(b) Contractor will provide weekly written reports in form and substance as is required by the Chief Operating Officer. The form, substance, and frequency of such reports shall be in the sole discretion of and may be changed periodically by the Chief Operating Officer. Contractor shall be given at least one week's advance notice of such changes in reporting requirements.

(c) Contractor shall coordinate weekly with the Chief Operating Officer for work assignments and to determine an appropriate schedule for performance of such Basic Contract Services. If a change in such schedule occurs or is anticipated for any reason, Contractor will notify the Chief Operating Officer immediately of such change.

(d) Contractor will meet with the Chief Operating Officer, upon his or her request, to assess the site conditions on-site and any items of concern regarding the Agreement. Contractor shall receive notice of such request in accordance with Section 6 of the Agreement.

(e) Contractor will submit to MPC a monthly irrigation report that includes water usage per zone, run times from the previous month, and adjustments made during the month. Contractor will also submit the irrigation inspection report.

(f) Contractor will submit to MPC a yearly soil test report in accordance with Section 2.10 of the Specific Provisions attached hereto as Exhibit B.

(g) If Contractor will be unable to perform the Basic Contract Services due to inclement weather as described in Section 4(c) of the Agreement, such notice will be communicated as provided under Section 4(c) and such services will be performed at the next earliest possible date when inclement weather no longer prohibits Contractor from performing such services.

Section 3. Performance

(a) Contractor must respond within four hours to emergency or complaint calls made during a business day, and within eight hours to emergency calls not made on a business day, regarding conditions in the public right-of-way that require immediate attention, including, but not limited to, fallen trees or branches, emergency preparedness for damage prevention in the event of severe weather forecasts, and irrigation mainline breaks.

(b) Contractor will take all necessary precautions to safeguard and protect existing utilities and structures, and other property within MPC from damage that may result from activities performed by or on behalf of Contractor.

Section 4. Schedule and Frequency

(a) Contractor must perform Basic Contract Services according to the frequency chart agreed upon by Contractor and MPC (the "*Frequency Schedule*"), which is attached hereto as Exhibit D.

(b) The Frequency Schedule must be fulfilled throughout the term of this Agreement.

(c) If any service cannot be performed due to a Weather Day or Quiet Time (as defined below), the Contractor must shift the day of service according to the Frequency Schedule.

Section 5. Equipment

(a) Specifications regarding equipment and machinery in this Agreement are not intended to serve as restrictions for any specific manufacturers. The mention of specific manufacturers is intended to help guide Contractor towards the intended maintenance outcomes of this Agreement.

(i) Fertilizer application tools must be handheld. No visible underlapping of applications will be permitted.

(ii) Pruning tools must be maintained in good working order, cutting edges should be sharp. All tools used or to be used for removal of diseased or infected plant material shall be disinfected.

(iii) All noise-generating equipment shall be operated in compliance with the City's Noise and Sound Level Regulation, Chapter 30 of City Code of Ordinances. The use of noise-generating equipment may be restricted or prohibited by MPC during hours designated by MPC as quiet times ("*Quiet Time*").

(iv) All electric powered equipment must meet any emissions requirements provided under applicable local, state or federal laws, codes and regulations.

(b) Contractor must provide personal protective equipment, including, but not limited to pollen filter face masks, respirators, hardhats, reflective vests, eye protection, and hearing protection; and must require personnel to wear such equipment as required by Occupational Safety and Health Standards, or other local and state codes and regulations. MPC will not be responsible for any bodily harm caused due to lack of personal protective equipment.

(c) Contractor shall provide at its sole cost and expense two E-Z-Go Carts or similar golf carts for use in trash and debris collection within the Zone. Vehicles must display clearly visible signage containing MPC's name and logo at all times while in the Zone. Any such signage will be provided by MPC for use by the Contractor and must be surrendered to MPC upon termination of this Agreement. Contractor will be solely responsible for the disposal of trash and

debris collected and shall properly dispose of any such trash and debris in accordance with any applicable municipal, state or federal law.

(d) Contractor will provide at its sole cost and expense a pressure washer and water tank, as needed, for pressure washing and hand irrigation within the Service Area.

Section 6. Safety

(a) All employees or agents of Contractor who are required to perform services required under this Agreement shall complete the Rail Safety Training provided by METRO prior to beginning performance of such services.

(b) Contractor acknowledges and understands that landscaping services carry an inherent risk of wildlife interaction and shall take precautions to avoid reasonably foreseeable risks related to or arising from such wildlife interaction.

(c) MPC reserves the right to ask Contractor employees or agents to leave the site if such personnel is acting in an unsafe manner or condition.

Section 7. Supplemental Contract Services

(a) All services not covered under Basic Contract Services shall be considered Supplemental Contract Services and charged separately according to the nature of the item of work. Contractor shall obtain written authorization from the Chief Operating Officer prior to the performance of any Supplemental Contract Services.

(b) Supplemental Contract Services shall include, but are not limited to:

(i) Repair of damage to the irrigation system caused by parties other than employees or agents of Contractor.

(ii) Plant removals and replacements that are not covered by warranty or are a result of damage caused by parties other than employees or agents of Contractor.

(iii) Repair of damage to the sites within Service Area caused by parties other than employees or agents of Contractor.

(c) Contractor may submit project or service proposals to MPC for any services not included in Basic Contract Services. Such proposals must include an itemized pricing estimate for equipment, materials, labor and related expenses, and must be approved by the Chief Operating Officer prior to beginning performance of any project or service.

EXHIBIT B

Midtown Parks Maintenance Scope of Services

(Specific Provisions)

ARTICLE 1 - HORTICULTURE EXPECTATIONS

1.1. SUMMARY

A. The scope of the work is detailed within the document. The following items are an outline -but not a complete list- of general expected duties and responsibilities that will be required of the Contractor:

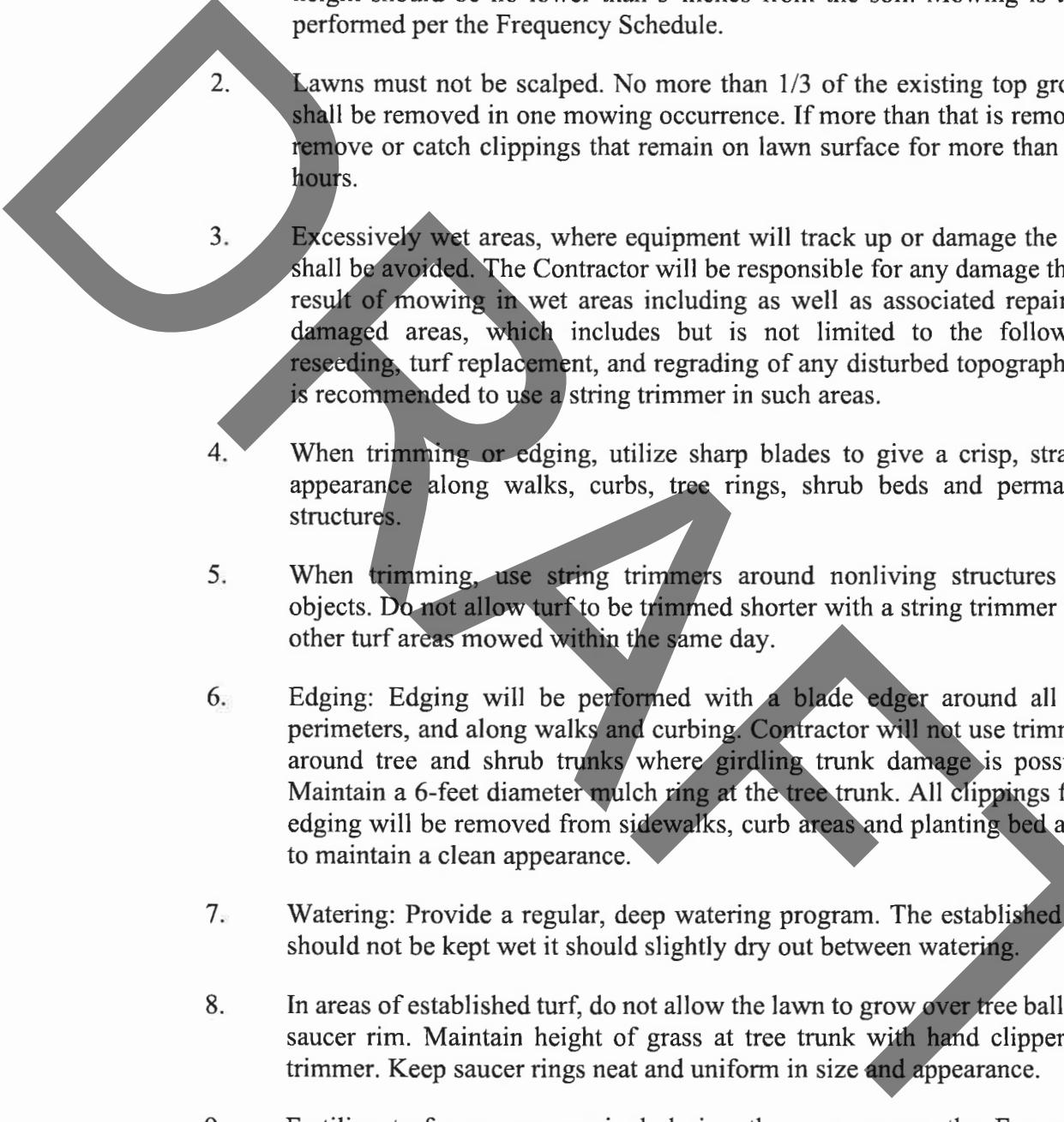
1. Plant Species Knowledge: Specialty pruning and plant care requirements.
2. Weeding, cultivating, cleaning and mulching of planting beds and tree wells.
3. Pruning and trimming of trees, shrubs and ground covers.
4. Fertilizing.
5. Chemical application of fungicides, herbicides and insecticides on turf, ornamental trees, shrubs, ground covers and herbicides on hardscapes.
6. Debris removal.
7. Irrigation system maintenance.
8. Reporting of services performed.

1.2. TURF CARE

A. DEFINITION

1. Turf refers to the surface layer of ground consisting of grass and its root system, often cultivated for lawns, sports fields, and landscaping. It can be natural (sod) or synthetic (artificial turf), with natural turf offering ecological benefits such as erosion control, temperature regulation, and carbon absorption. Turf is valued for its aesthetic appeal, recreational functionality, and ability to create soft, green outdoor spaces. Proper maintenance, including mowing, irrigation, and fertilization—is essential to keep turf healthy and visually appealing.

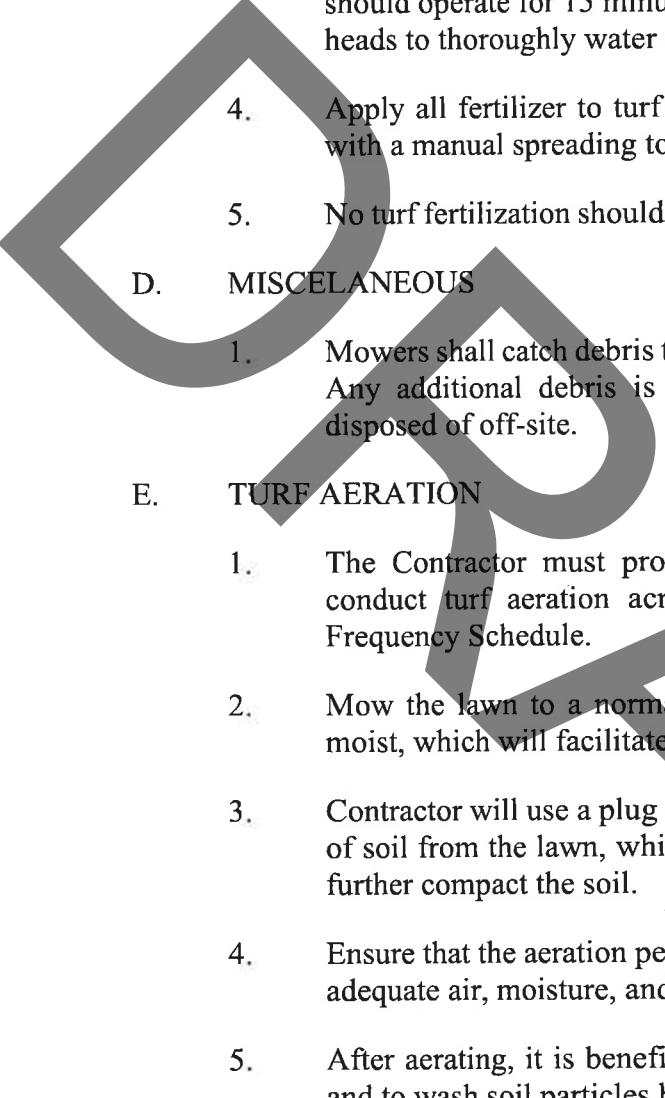
B. GENERAL CARE



1. Mowing: During periods of cool weather (when the soil temperature is below 64 degrees Fahrenheit), mow at 2.5-inch height (with exception to scalping lawn in preparation for winter rye). However, during hot weather (when soil temperature average is above 64 degrees Fahrenheit), the cut height should be no lower than 3 inches from the soil. Mowing is to be performed per the Frequency Schedule.
2. Lawns must not be scalped. No more than 1/3 of the existing top growth shall be removed in one mowing occurrence. If more than that is removed, remove or catch clippings that remain on lawn surface for more than four hours.
3. Excessively wet areas, where equipment will track up or damage the turf, shall be avoided. The Contractor will be responsible for any damage that is result of mowing in wet areas including as well as associated repairs of damaged areas, which includes but is not limited to the following: reseeding, turf replacement, and regrading of any disturbed topography. It is recommended to use a string trimmer in such areas.
4. When trimming or edging, utilize sharp blades to give a crisp, straight appearance along walks, curbs, tree rings, shrub beds and permanent structures.
5. When trimming, use string trimmers around nonliving structures and objects. Do not allow turf to be trimmed shorter with a string trimmer than other turf areas mowed within the same day.
6. Edging: Edging will be performed with a blade edger around all turf perimeters, and along walks and curbing. Contractor will not use trimmers around tree and shrub trunks where girdling trunk damage is possible. Maintain a 6-feet diameter mulch ring at the tree trunk. All clippings from edging will be removed from sidewalks, curb areas and planting bed areas to maintain a clean appearance.
7. Watering: Provide a regular, deep watering program. The established turf should not be kept wet it should slightly dry out between watering.
8. In areas of established turf, do not allow the lawn to grow over tree ball and saucer rim. Maintain height of grass at tree trunk with hand clippers or trimmer. Keep saucer rings neat and uniform in size and appearance.
9. Fertilize turf areas as required during the year as per the Frequency Schedule.

C. FERTILIZATION

1. Contractor will apply fertilizer in the Parks based on the results of the soil test reports and Frequency Schedule.



2. The March and September applications shall be at least 50% slow release and 1 lb. N/1000 square feet shall be applied. The September application shall have 1 lb. K/1000 square feet applied.
3. Operate the irrigation system on the same day of application. The system should operate for 15 minutes for spray heads and 45-60 minutes for rotary heads to thoroughly water in the fertilizer.
4. Apply all fertilizer to turf areas by spreading with a cyclone spreader, or with a manual spreading tool where necessary.
5. No turf fertilization should occur in the streets improvements or entry areas.

D. MISCELLANEOUS

1. Mowers shall catch debris to be bagged and removed from the Service Area. Any additional debris is to be hand raked, bagged, and removed and disposed of off-site.

E. TURF AERATION

1. The Contractor must provide all supervision, labor, and equipment to conduct turf aeration across all turfgrass in park areas based on the Frequency Schedule.
2. Mow the lawn to a normal height before aerating and ensure the soil is moist, which will facilitate easier penetration of the aerator tines.
3. Contractor will use a plug aerator for the process, as it removes small cores of soil from the lawn, which is more effective than spike aerators that can further compact the soil.
4. Ensure that the aeration penetrates 2-3 inches deep into the soil to allow for adequate air, moisture, and nutrient circulation.
5. After aerating, it is beneficial to water the lawn to help the grass recover and to wash soil particles back into the holes created by aeration.
6. Refrain from aerating Bermuda grass in the fall since it is preparing for dormancy and will not benefit as much from the aeration process.
7. Turf aeration will be performed immediately before, or at least eight weeks after, pre-emergent application so as to not affect the pre-emergent barrier.

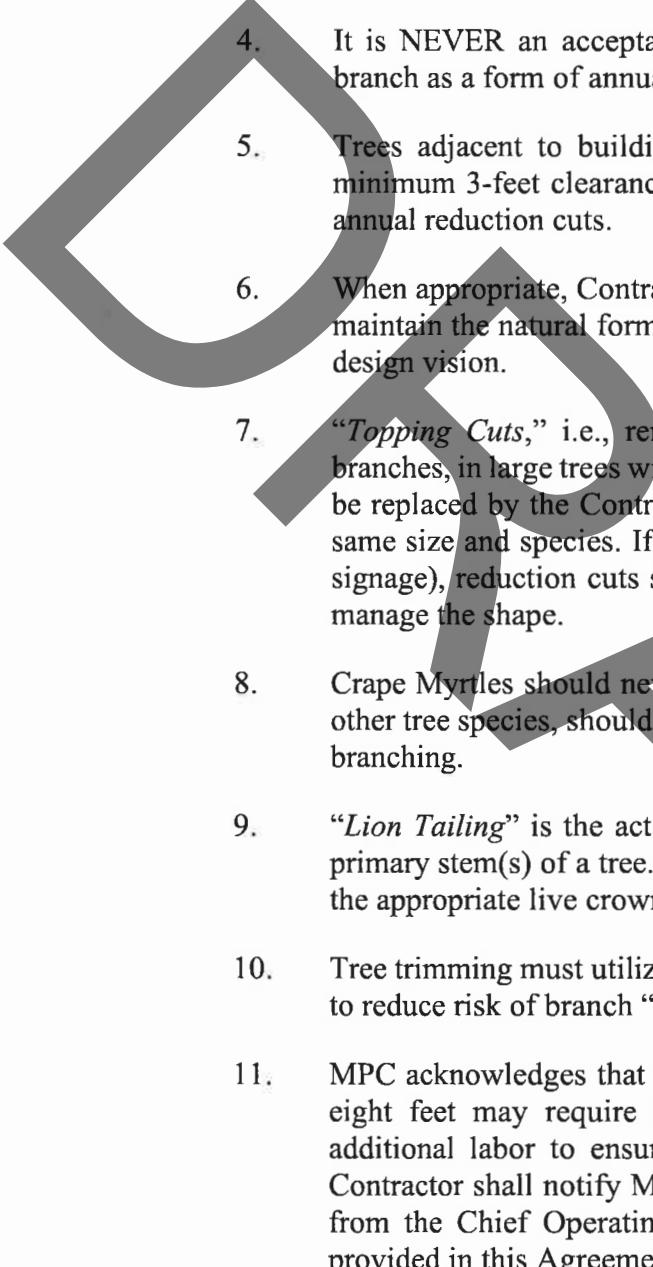
1.3. TREE CARE

A. DEFINITION

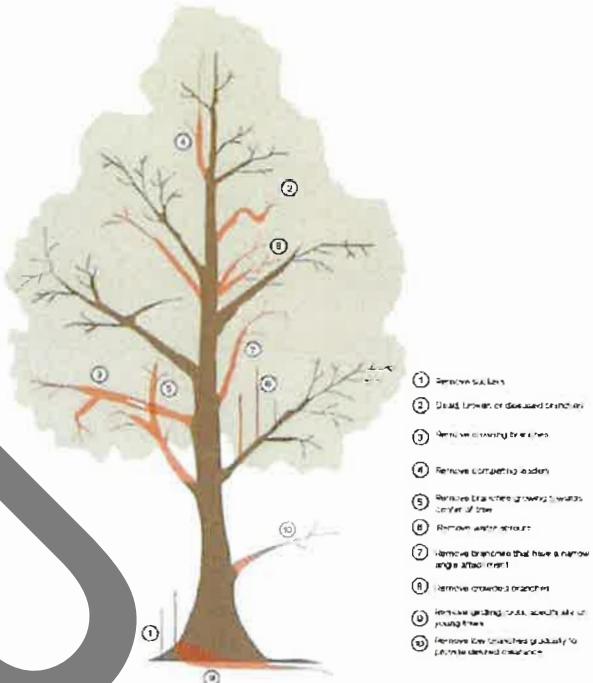
1. Trees are large woody plants that typically have trunk(s) supporting a canopy of branches and leaves. Unlike shrubs, trees generally grow taller and have a more defined structure with a prominent central trunk. They can be either deciduous, shedding their leaves annually, or evergreen, retaining their foliage year-round. Trees are often used in landscaping for their ability to provide shade, enhance aesthetic appeal, and contribute to the ecological balance by producing oxygen and offering habitats for wildlife.

B. GENERAL PRUNING

1. All ornamental trees shall be pruned under the direction of a certified arborist in a natural format. The Contractor must follow ANSI A300 pruning standards and develop prescription pruning specifications that define both short term and long-term objectives.
 - a. Location of the tree to be pruned.
 - b. Conditions of concern
 - c. Pruning Objectives
 - d. Pruning Systems
 - e. Pruning cut types
 - 1) Reduction: This type of cut shortens a branch by cutting the terminal portion back to a living lateral branch of equal or smaller diameter. This is the most common type of cut that should be utilized to reduce weight load and to manage tree growth.
 - 2) Removal: This type of cut removes a branch back to a larger branch or back to the trunk.
 - 3) Heading: This type of cut is made to a lateral branch that is smaller than one third the diameter of the cut or a node between branches. This type of cut should only be utilized in rare circumstances (i.e. storm damage rejuvenation).
 - f. Diameter range and cut quantity
 - g. Location in crown of parts to be removed.
2. Suckers on trees and broken, damaged, or obstructing limbs of trees must be continually removed from trees. Suckers are to be removed to a height of six feet.



3. If applicable, limbs shall be pruned to allow for a clearance height of eight feet over sidewalks and 14 feet over roads. New trees do not need to meet this requirement upon installation unless there is a visible and potential concern. Reduction cuts can be made to the lower limbs until the tree has developed enough caliper to remove.
4. It is NEVER an acceptable form of pruning to only remove the lowest branch as a form of annual pruning.
5. Trees adjacent to buildings must be pruned so that they maintain at a minimum 3-feet clearance from any building facade through a process of annual reduction cuts.
6. When appropriate, Contractor should remove dead or damaged branches to maintain the natural form of the plant and create the effect intended by the design vision.
7. *"Topping Cuts,"* i.e., removal of the trees' central leader(s) and upper branches, in large trees will not be tolerated. Trees given Topping Cuts must be replaced by the Contractor, at no cost to MPC, with a specimen of the same size and species. If height is a concern (i.e. trees next to building or signage), reduction cuts should be made early on to deter the height or to manage the shape.
8. Crape Myrtles should never be given Topping Cuts or pollarded, but, like other tree species, should be pruned to retain a dominant leader with lateral branching.
9. *"Lion Tailing"* is the act of curating abnormal limb clearance around the primary stem(s) of a tree. Lion Tailing will not be tolerated. Please refer to the appropriate live crown ratios established for each tree typology.
10. Tree trimming must utilize the three-cut method on limbs larger than 1 inch to reduce risk of branch "peeling."
11. MPC acknowledges that trees that require trimming at a height taller than eight feet may require Contractor to employ specialized personnel or additional labor to ensure the safety of the employee(s) on the ladder. Contractor shall notify MPC of such requirement and obtain authorization from the Chief Operating Officer prior to performing the trimming, as provided in this Agreement.



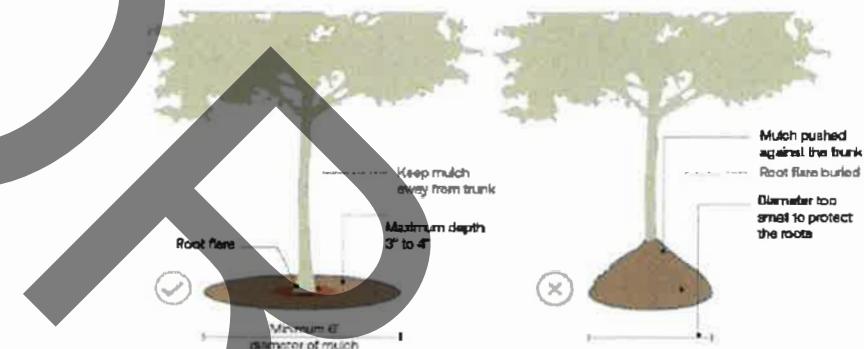
C. WOOD MULCHING

1. Mulching must be consistent across all established tree typologies unless otherwise specified by the MPC.
2. Tree rings are to be mulched annually in March. Use a decomposed, shredded hardwood mulch that can be cultivated into topsoil during regular bed maintenance. All wood mulch must be 2 inches in depth at any time. If mulch exceeds 4 inches in thickness, then the Contractor must remove excess mulch before a new application is installed.
3. A mulch sample is to be submitted to and approved by the Chief Operating Officer, prior to installation. While dark-colored brown wood mulch is preferred, the color of new mulch should closely resemble the color of existing mulch.
4. Material should be Double Ground Hardwood Mulch. Medium- to coarse-textured woodchips are preferred, as fine material (e.g.: finely shredded bark mulch) can pack down and inhibit water from reaching the roots. No dyes shall be added to the mulch.
5. Contractor must monitor and provide corrective action to keep mulch from piling on the base of tree trunks. (i.e. volcano mulch piles). Mulch must always be held 3 inches away from the primary stem of any tree specimen.
6. Tree rings must be uniformly 6 feet in diameter from the base of the tree.

7. All residual material left from transporting mulch must be cleaned after mulching has concluded. Residual material should be swept with a push-broom, collected, and disposed of, not blown into the surrounding landscape. Any staining on hardscape areas (concrete, pavers, or asphalt) that is a result of mulching is to be cleaned with water and a push-broom.

D. MONITORING

1. Contractor must monitor and report girdling roots.



E. DEEP ROOT FERTILIZATION

1. Contractor shall deep root fertilize based on the Frequency Schedule, attached hereto as Exhibit D, or if it is dictated deficiency in soil nutrients from the soil test report.
2. Contractor shall follow ANSI A300 Soil Management protocols regarding the process of injecting nutrients into the soil medium.
3. Max PSI will be 150 and should average around 110 PSI during the process.

F. MISCELLANEOUS

1. After construction, or whenever applicable, wooden lance poles may be utilized to support the tree, typically during root establishment period. It is the Contractor's responsibility to remove stakes and guys as soon as they are no longer needed. Stakes and guys are to be inspected and adjusted as needed, which aids in the prevention of girdling of trunks and branches and rubbing that results in bark wounds. Contractor must notify MPC prior to removal.
2. Contractor will straighten and stake all trees to maintain proper appearance. Stakes are to be removed when deemed unnecessary.
3. Contractor is responsible for loosening tree lighting and staking wires to avoid girdling trunks or branches.

4. Contractor will deeply water all trees transplanted within the past three years during dry periods. Supplemental watering is expected to occur July through September bi-monthly to amend rainfall as necessary within the limits of the irrigation system.

1.4. SHRUBS

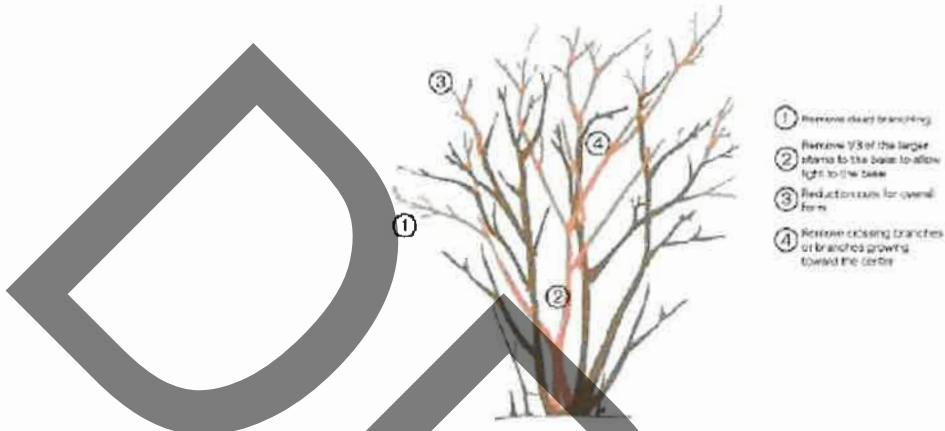
A. DEFINITION

1. Shrubs are small- to medium-sized perennial woody plants that typically have multiple trunks. Unlike trees, shrubs generally do not have a single main trunk and are shorter in height. They can be either deciduous or evergreen and are often used in landscaping for their aesthetic appeal and ability to provide structure and form to gardens.

B. PRUNING

1. The pruning of shrubs should create a uniformly dense plant by utilizing a feathering technique (NEVER SHEAR). Selectively thin and tip back per the Frequency Schedule in Exhibit D. Prune to enhance natural branching effect of plants. Pruning shall be performed after bloom cycles unless otherwise authorized. Do not change the dominant shape of shrubs by pruning. Refer to the Frequency Schedule.
2. Renewal pruning is the process of removing the oldest branches of shrubs at ground, leaving the younger, more vigorous branches, and removing weak stems. On overgrown plants, this method may best be done over a three-year period.
3. Thinning pruning is the process of removing undesirable and already bloom spent branches, water sprouts and suckers by cutting them back to their point of origin on parent stems. This method results in a more open plant, without stimulating excessive growth.
4. All ornamental shrubs shall be pruned when appropriate to remove dead or damaged branches, maintain the natural form of the plant, and create the effect intended by the landscape architect or designer.
5. Infected or infested branches on shrubs should be removed completely to prevent the spread of disease. By practicing sound sanitation methods, including timely removals, damage caused by certain diseases or harmful insects can be slowed down or stopped in a given area. Always disinfect tools with a 70% isopropyl alcohol solution before and after cutting infected plant material.
6. Refrain from cutting too much plant material at once, as it can stress the plant. For shrubs, aim to remove no more than one-third of the plant's overall growth in a single pruning session.

7. If the shrub has become overgrown, consider gradually reducing its size over multiple pruning sessions. Minor touch-up pruning may be necessary to address any new growth that disrupts the even appearance.



8. Collect and remove all pruned branches, leaves and debris from the area. Dispose of trimmings appropriately, by composting, if possible.

C. WOOD MULCHING

1. Mulch the bed once in early spring at a $\frac{1}{2}$ inch to 2 inches depth. If soil is bare in late fall, re-mulch lightly.

D. FERTILIZER

1. Review soil test results first and decide if the soil has a deficiency.
2. If applicable, fertilize perennials with a slow-release fertilizer or any 50% organic fertilizer; or mulch perennials with compost 1 inch deep.
3. The fertilization area shall be defined prior to application. Consideration shall be given to root accessibility, root location, fertilization objectives, and plant species. The area to be fertilized for shrubs shall be the area under the drip line of the plant. Overlapping fertilization areas shall be calculated once.

E. MISCELLANEOUS

1. All beds shall be weeded on a continual basis throughout the growing season to maintain a neat appearance at all times.
2. Pre- and post-emergent (foliar applied) herbicides shall be used where and when applicable and in accordance with the product's label.
3. Contractor will be responsible for monitoring the landscape site on a regular basis. The monitoring frequency shall be determined by joint consensus

between MPC and Contractor. Trained personnel shall monitor for plant damaging insect activity, plant pathogenic diseases, and potential cultural problems in the landscape.

1.5. PERENNIALS

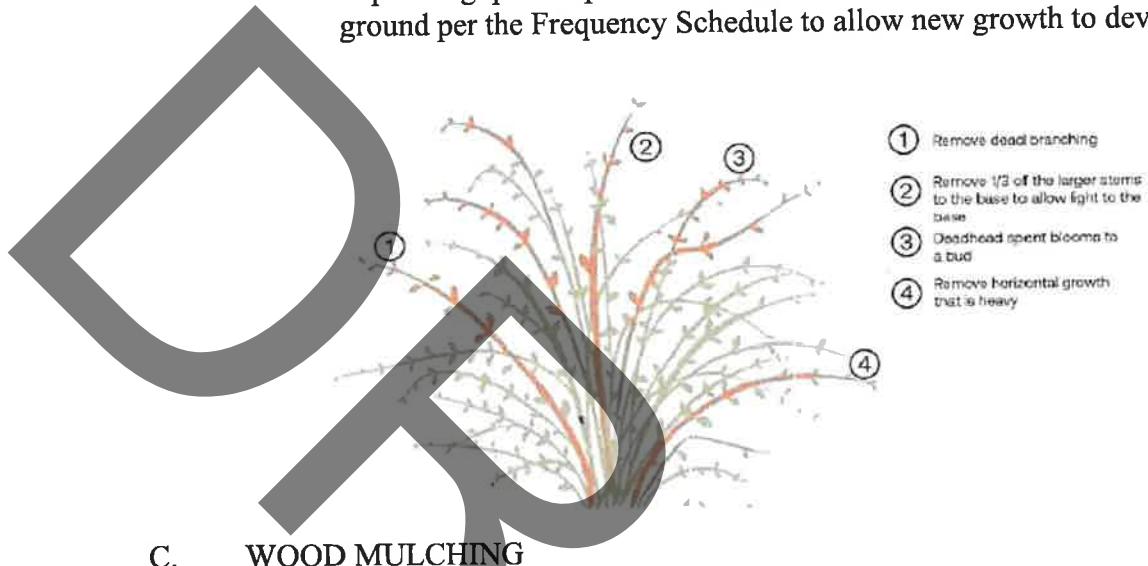
A. DEFINITION

1. *"Perennials"* refers to herbaceous perennial plant species. Perennials are plants that live for more than two years. Unlike annuals, which complete their life cycle in one growing season, Perennials go dormant in the winter and return the following year. They can include herbaceous plants that die back to the ground each winter and regrow in the spring, as well as woody plants like trees and shrubs.

B. PRUNING

1. Renewal pruning is the process of removing the oldest branches of shrubs at ground, leaving the younger, more vigorous branches. Also remove weak stems. On overgrown plants, this method may best be done over a three-year period.
2. Thinning pruning is the process of removing undesirable and already bloom spent branches, water sprouts and suckers by cutting them back to their point of origin on parent stems. This method results in a more open plant, without stimulating excessive growth.
3. Infected or infested branches on Perennials should be removed completely to prevent the spread of disease. By practicing sound sanitation methods, including timely removals, damage caused by certain diseases or harmful insects can be slowed down or stopped in a given area. Always disinfect tools with a 70% isopropyl alcohol solution before and after cutting infected plant material.
4. Prune those that flower before the end of June immediately after flowering. Flower buds develop during the previous growing season. Fall, winter, or spring pruning would reduce the spring flowering display.
5. Prune those that flower in summer or autumn in winter or spring before new growth begins, since these plants develop flowers on new growth.
6. Perennials may be pruned back by more than one-third of the total size if it is a species that experiences complete dormancy. Perennials are to be pruned or deadheaded to aid in proper flower growth and plant performance throughout the growing season.
7. Collect and remove all pruned branches, leaves and debris from the area. Dispose of trimmings appropriately- composting if possible.

8. Perennials must be cut back in accordance with the best horticultural practices during the appropriate time of the season to ensure a successful growing season the following year. Failure to cut back or prune Perennials appropriately can result in long-term health implications and aesthetically unpleasing plant specimens. Cut all deciduous perennials flush to the ground per the Frequency Schedule to allow new growth to develop freely.



C. WOOD MULCHING

1. Mulch the Perennials once in early spring at a $\frac{1}{2}$ inch to 2 inches depth. If soil is bare in late fall, re-mulch lightly.

D. FERTILIZER

1. Fertilize perennials with a slow-release hybrid organic fertilizer; or mulch Perennials with compost 1 inch deep.
2. The fertilization area shall be defined prior to application. Contractor will consider root accessibility, root location, fertilization objectives, and plant species. Overlapping fertilization areas shall be calculated once.

E. DIVIDING PERENNIALS

1. Perennials will be divided when the center of the plant begins to die out or when plants display less vigor or flowering. Plants will be dug with a spading fork and divided by hand, nursery spade, or a sharp knife. Strongest divisions will be kept for replanting. Divisions will be large enough to make a good display for the following season.
2. Divide plants that overcrowd the space provided. Divide according to the species. Some need frequent dividing (e.g., Yarrow every two years).

F. MISCELLANEOUS

1. All beds shall be weeded on a continual basis throughout the growing season to maintain a neat appearance at all times.
2. Contractor will be responsible for monitoring the landscape site on a regular basis. The monitoring frequency shall be determined by joint consensus between MPC and Contractor. Trained personnel shall monitor plant damaging insect activity, plant pathogenic diseases, and potential cultural problems in the landscape.

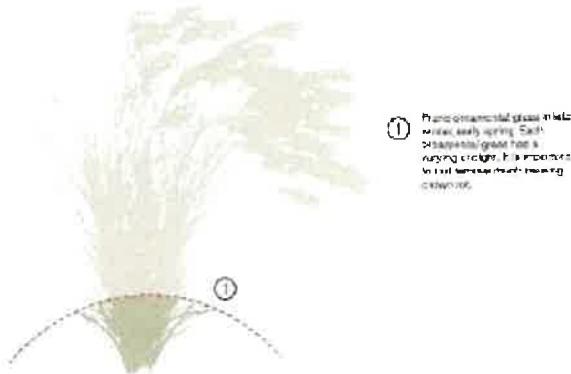
1.6. ORNAMENTAL GRASSES

A. DEFINITION

1. “Ornamental Grasses” refers to warm season and cool season species of grasses that are grown for decorative purposes in landscape beds.

B. PRUNING

1. Ornamental grasses must be cut back in accordance with the best horticultural practices during the appropriate time of the season to assure a successful growing season the following year. Failure to cut back or prune ornamental grasses appropriately can result in long-term health implications and aesthetically unpleasing plant specimens.
2. For warm-season grasses, cut back the old foliage to a few inches above the ground in late winter or early spring before new growth begins. For cool-season grasses, trim back by one-third in early spring to remove dead tips and encourage fresh growth.
3. Cutting back ornamental grasses (when applicable) 4 to 12 inches above the ground during their dormant season (late winter to early spring), helps rejuvenate the plant and promote vigorous new growth.
4. It is critical that the plant receives sufficient moisture after being cutback. Lack of moisture can cause the ornamental grass to die.
5. Remove any dead, damaged, or weak stems at their base to improve air circulation and maintain the plant’s shape. This can be done throughout the growing season as needed.
6. Collect and remove all pruned material from the area. Compost, if possible, or dispose of appropriately to maintain a tidy garden space.



C. WOOD MULCHING

1. Do not over mulch ornamental grasses, as excessive moisture can be more detrimental than good. The best time to mulch is after the ornamental grasses have been pruned back exposing bare soil,

D. FERTILIZATION

1. If soil reports indicate the need for fertilization, or if there is a lack of adequate growth from spring flush, fertilize the individual ornamental grasses with a slow-release hybrid organic fertilizer or mulch with compost 1 inch deep to provide essential nutrients.

E. MISCELLANEOUS

1. Divide ornamental grasses when the center of the plant begins to die out or when plants display less vigor or flowering. Use a spading fork, nursery spade, or sharp knife to dig and divide the plants. Keep the strongest divisions for replanting, ensuring they are large enough to make a good display for the following season.
2. Divide grasses that overcrowd the space provided. Some species may need frequent dividing (e.g., Miscanthus every 3-4 years), while others may rarely need it (e.g., Pennisetum).
3. Weed all beds on a continual basis throughout the growing season to maintain a neat appearance at all times.
4. Do not utilize pre-emergent in beds as this has shown damage to ornamental grasses.
5. If there is concern with reproduction of seed heads, remove the seed heads before they mature.

1.7. VINES

A. DEFINITION

1. Vines are plants with a growth habit characterized by trailing or climbing stems. They often use tendrils, twining stems, or other structures to support themselves as they grow upwards or spread across the ground. Vines can be herbaceous or woody and are commonly used in landscaping for their ability to cover walls, trellises, and other structures.

B. PRUNING

1. Vines usually have an indeterminate habit of growth. Most need to be restrained or restricted.
2. Prune vines away from windows, doorways, and other openings.
3. Prune to maintain integrity of design. Do not permit vines to escape through the landscape. Understand the vine's growth habit.

C. WOOD MULCHING

1. Do not over mulch vines. A thin layer to help reduce weed germination can be beneficial.

D. FERTILIZATION

1. If soil reports indicate the need for fertilization, or if there is a lack of adequate growth from the spring flush, fertilize with a slow-release hybrid organic fertilizer or mulch with compost 1 inch deep to provide essential nutrients.

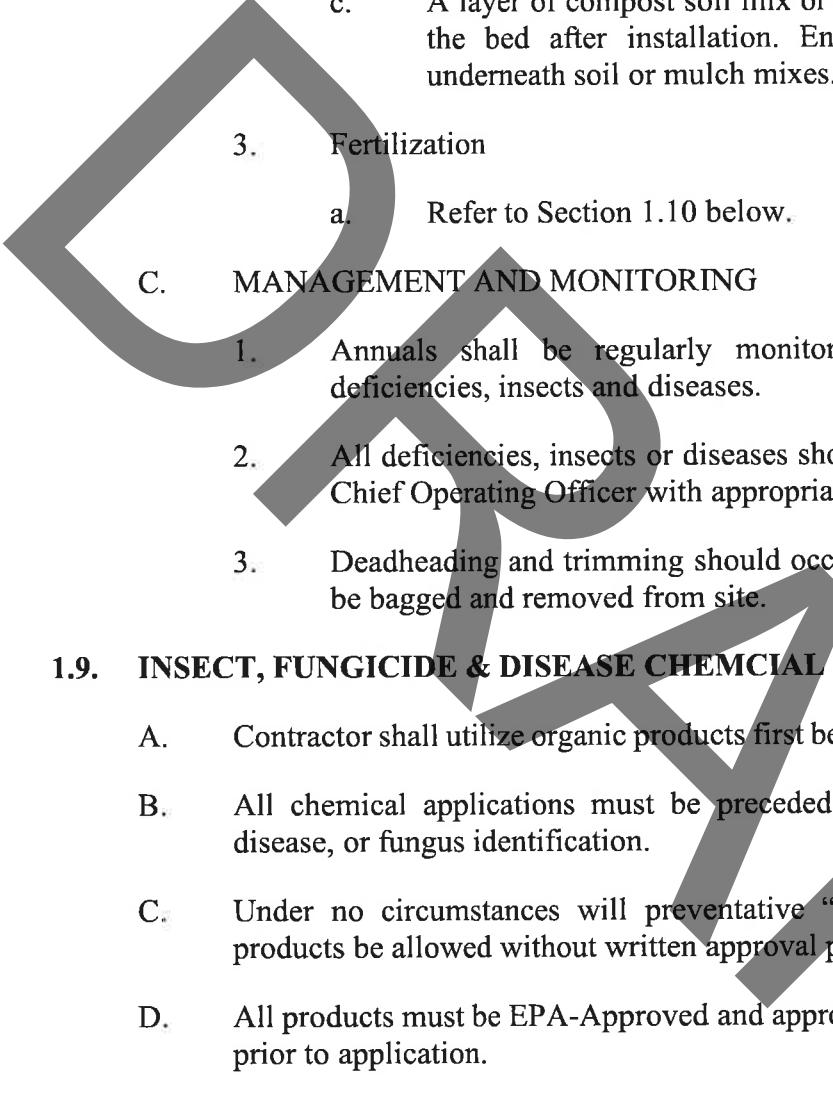
1.8. ANNUAL CARE

A. MATERIAL

1. Plant material should be consistent throughout the Service Area. All material shall be presented to and approved by the Chief Operating Officer prior to installation.

B. INSTALLATION

1. Soil and Bed Preparation
 - a. Soil is to be amended to consist of at least 50% organic matter. Beds shall be raised to a minimum of 4-6 inches above adjacent grade to provide drainage and optimal air flow.
2. Planting



- a. Annuals are to be thoroughly rooted-in containers and have full dense foliage prior to installation.
- b. Plant material shall be immediately watered after installation.
- c. A layer of compost soil mix or mulch shall be applied to top-dress the bed after installation. Ensure no plant material is buried underneath soil or mulch mixes.

3. Fertilization
 - a. Refer to Section 1.10 below.

C. MANAGEMENT AND MONITORING

1. Annuals shall be regularly monitored for weeds in beds, nutrient deficiencies, insects and diseases.
2. All deficiencies, insects or diseases should be immediately reported to the Chief Operating Officer with appropriate corrective action to be taken.
3. Deadheading and trimming should occur, when necessary, all debris shall be bagged and removed from site.

1.9. INSECT, FUNGICIDE & DISEASE CHEMCIAL CONTROL

- A. Contractor shall utilize organic products first before resorting to synthetic products.
- B. All chemical applications must be preceded by monitoring and positive pest, disease, or fungus identification.
- C. Under no circumstances will preventative “blanket” chemical applications of products be allowed without written approval prior to the application.
- D. All products must be EPA-Approved and approved by the Chief Operating Officer prior to application.
- E. Control problems with regular applications as problems arise. Use an organic, commercial product per the manufacturer’s recommendations. Mechanical methods (hand removal) may also be employed.
- F. If Contractor determines that calendar-based or “blanket” applications are necessary, Contractor must provide a two-week notice of request. The Chief Operating Officer will determine if such applications are permissible. Contractor must provide the following information in a request for calendar-based or “blanket” application of any product:
 1. Identification of pest, disease or fungus and reasons for the control is required.

2. Description of the cultural, non-chemical, and/or spot application of products previously attempted and assessment of success or failure of those remedies.

3. Reasonable Integrated Pest Management based alternatives that are available locally.



4. Exceptions will be granted to invasive species (like the control of fire ants infesting the site), especially in critical areas.

1.10. FERTILIZATION

A. GENERAL INFORMATION

1. The Contractor must take soil samples before application of any fertilizer. See Section 2.10 below for additional directions.

2. Fertilizer requirements for trees, shrubs, and groundcovers shall be:

a. All shrub and groundcover beds shall be fertilized with a 100% slow-release fertilizer to meet adequate requirements based on soil sample.

b. Apply fertilizer for shrubs and groundcover two times per year during April and October.

3. Fertilization for the control of Iron Chlorosis:

a. Mix chelated iron with herbicides to prevent yellowing of treated turf areas.

b. Apply chelated iron to turf areas as needed for control of iron deficiency.

c. Chelated Iron shall be applied to any tree, shrub, or groundcover as a part of routine maintenance. Apply per the instructions of the manufacturer. Water after application to prevent chemical burning.

B. APPROVED CHEMICAL AND USE

1. Brands are stated to demonstrate the level of quality required. The Contractor shall select an organic product or the least toxic product available for use. It is not the intent of the specification to prohibit the use on an “equal” product.
2. Application rates and dates of applications of any amendments, chemical or fertilizer must be recorded and submitted with regular reports to MPC.
3. The name and license number of the Contractor’s chemical applicator must be provided to MPC.

1.11. HERBICIDE

A. HERBICIDE AND WEED CONTROL

1. Undesirable plants and weeds of concern are to be controlled with ongoing healthy landscape management techniques.
2. Contact herbicides shall be used to prevent growth in paved areas or areas where vegetative growth is not permitted. No products with dyes or colorants may be used in paved areas.
3. Do not utilize pre-emergent in beds as this damages perennials and ornamental grasses in beds.

ARTICLE 2 - MISCELLANEOUS

2.1. IRRIGATION SYSTEM

- A. The Contractor must manage, monitor, and program any automatic controlling devices to produce optimum moisture levels in all planted areas.
- B. Irrigation damage that is a result of the Contractor’s employees or agents, which includes but is not limited to, damage from pruning devices, devices breaks caused by digging, and irrigation head damage, are to be replaced or repaired at the expense of the Contractor.
- C. The Contractor shall perform minor additions, subtractions, and/or adjustments to irrigation equipment (i.e. additions of drip hosing) as it may be required to conform to the irrigation requirements herein specified. Such additions, subtractions, and/or realignments to irrigation system equipment must not materially reduce the extent or value of the irrigation system equipment and are to be accomplished upon authorization to proceed from the Chief Operating Officer.
- D. Supplemental irrigation where there is no irrigation system or in areas that are not serviceable by the irrigation system, are to be hand watered. Contractor is responsible for monitoring the moisture levels and watering accordingly.

- E. During times in which the irrigation system is inoperable, or water is cut off, the Contractor must monitor the landscape and notify MPC if hand watering is necessary. The Contractor is to provide hand watering upon the written approval of the Chief Operating Officer at the expense of MPC.
- F. The Contractor is responsible for obtaining and abiding by all regulatory requirements regarding water restrictions or bans from local, state, or federal authorities. The Contractor must adjust the irrigation system in accordance to any applicable regulations or restrictions within seven days of receiving information from MPC.
- G. The Contractor will be responsible for any fines incurred as a result of failing to comply to regulatory guidelines.
- H. The Contractor will not be held responsible for any adjustments made to the irrigation system by a third party, but only if, the Contractor makes the necessary changes in compliance with the restrictions or bans.
- I. Repairs and estimated amounts necessary to correct damage caused by parties not associated with the Contractor are considered Supplemental Contract Services, as set forth in Section 7 of Exhibit A to the Agreement, and must be reported to MPC for authorization to repair. Repairs of this nature are a separate contract and shall be performed by qualified sprinkler personnel within one week after authorization is received.
- J. Monthly inspections of all systems are required. A full report of all systems, including listing the adjustments required per valve, are to be included in the monthly report. The report must be written and submitted with the monthly checklist. The Contractor is to notify MPC, when inspections will occur. MPC may have a designated representative present at the monthly inspections.
- K. The Contractor must respond to emergency calls regarding irrigation system failure within 24 hours of the first call to repair the system.
- L. All repairs of irrigation systems caused by parties that are not affiliated with the Contractor shall be at the expense of MPC.

2.2. DEBRIS REMOVAL

- A. Contractor must perform debris removal services at the designated landscape site per the Frequency Schedule.
- B. The Contractor is responsible for the removal of all visible debris, including but not limited to fallen leaves, branches, twigs, and litter, from all areas within the landscape site.
- C. The Contractor must collect and properly dispose of all trash, including wrappers, bottles, cans, and any other litter within the landscape.

- D. The Contractor shall separate recyclable materials and green waste (e.g., leaves and grass clippings) from general trash and dispose of it properly, abiding by any required recycling ordinances.
- E. The Contractor shall ensure the safe and proper handling of debris and trash removal, taking necessary precautions to prevent injury or damage during the process.
- F. The Contractor must provide the required equipment, tools, and personnel necessary to efficiently complete the debris and trash removal tasks.

2.3. GENERAL CLEAN-UP

- A. The Contractor must furnish supervision, labor, and equipment necessary to maintain a litter-free site unrelated to horticultural maintenance.
- B. Contractor shall utilize brooms, electric blowers, etc. to clean the paved surfaces of the sites.
- C. Do not utilize blowers in the beds.
- D. The Contractor must remove and dispose of all waste materials from their operations immediately after maintenance functions have been performed.
- E. All paved areas and hardscape surface areas, including but not limited to streets, sidewalks, pavilions, street drop-off zone and gutters shall be cleaned of leaves, debris, and dirt piles after each service. It is never acceptable to blow and leave debris in the surrounding streetscape.
- F. The Contractor is responsible for cleaning tire tracks off all hardscape areas.
- G. The Contractor is responsible for the cost of material (including trash liners that fit each unit) and labor to empty all trash cans and dog waste collection units throughout Service Area. Contractor should follow the Frequency Schedule and map showing locations of trash cans, which is attached hereto as Exhibit C.
- H. Any overflow or adjacent trash and debris is the Contractor's responsibility to pick up.
- I. Dog waste found within the dog parks is to be picked up by the Contractor.
- J. Contractor does not have access to a dumpster located in the Service Area. Trash must never be stored on-site and shall be hauled away offsite daily. Contractor is responsible for all labor, equipment use, material cost and dumps fees.
- K. Contractor is expected to remove litter, debris, and limbs before mowing, excluding material that has been illegally dumped. Litter and debris shall be defined as an object not intentionally placed in the Service Area for a specific purpose. This will

include, without limitation, paper, wrappers, cans, bottles, building materials, disposable diapers, and small limbs. Such litter and debris must be cleaned before cutting the landscape.

- L. Contractor must pick up all litter and debris before mowing and immediately following the actual mowing and trimming to further ensure that all such litter debris that may have been mowed or trimmed is cleared from the Service Area.
- M. Up to three cubic yards of litter and debris must be disposed of properly, outside of the Zone, at the Contractor's expense. MPC will pay Contractor a negotiated rate per cubic yard for quantities of litter and debris that exceed three cubic yards.
- N. Contractor will immediately notify MPC of all sites containing more than three cubic yards of trash and debris on lots, and in such cases, Contractor will cut the lot or portion of the Service Area and store the debris at the front of such area until MPC verifies the amount of debris. Upon verification by MPC, the Contractor must provide documentation including, without limitation, all landfill receipts, used coupons, or monthly statements, that the disposal has occurred at designated sites or processing facilities.
- O. If Contractor encounters obstructive conditions on Service Area sites that are scheduled to be mowed, including, but not limited to, junk motor vehicles, illegally dumped materials, existence of additional structures, excessive litter, inability to access property, or inability to mow for any reason, the Contractor will notify MPC of the location of the property and provide before pictures documenting such conditions before attempting to mow.
- P. The Contractor must remove from the Service Area and properly dispose of all tree limbs measuring up to six inches in diameter.

2.4. HEAVY TRASH

- A. The Contractor shall perform heavy trash removal services at the MPC-designated sites, including the collection and disposal of large and bulky items such as:
 1. Furniture (e.g., chairs, tables, sofas),
 2. Mattresses and box springs,
 3. Appliances (excluding hazardous materials unless otherwise specified), and
 4. Other oversized debris not classified as standard litter or green waste.
- B. Heavy trash removal shall be removed timely to ensure site cleanliness and safety.
- C. The Contractor must:

1. Use appropriate equipment and techniques to safely handle and transport heavy items.
2. Take precautions to prevent injury, property damage, or disruption to surrounding areas during removal.
3. Ensure that all personnel involved are trained in proper lifting and safety procedures.

D. All heavy trash must be disposed of in accordance with local regulations and ordinances. All heavy trash must be documented with disposal receipts or logs upon request.

E. The Contractor shall provide all necessary tools, vehicles, and staffing to complete heavy trash removal efficiently and safely.

F. Hazardous materials, construction debris, or items requiring special permits for disposal are excluded.

G. The Contractor will properly transport and legally dispose of all tires from the Service Area to an appropriate municipal solid waste facility as defined by the Texas Administrative Code. The Contractor will be paid a negotiated rate per tire removed from the Service Area.

H. Tires that must be removed from the Service Area include, but are not limited to, (1) passenger tires, which are most found on passenger cars, SUVs, motorcycles, and pick-up trucks; (2) commercial truck tires, which are most found on semi-trailer trucks, or “18-wheelers;” and (3) commercial industrial off-road and agricultural tires, which are most found on construction and farm equipment; all with or without wheels attached. Contractor must notify MPC prior to removal of 20 or more tires.

I. Contractor will plan to remove 30 cubic yards of heavy trash each frequency.

2.5. DECOMPOSED AGGREGATE

A. Aggregate areas shall be maintained as per the following specification:

B. Weekly Maintenance

1. Remove debris, such as paper, grass clippings, weeds, leaves or other organic material, by mechanically blowing or hand raking the surface as needed.
2. Redefine bed edges that have been kicked, raked or traveled outside of the intended bedding area into adjacent beds or turf areas.
3. Inspect edging and raise and/or replace where necessary (broken, damaged, excessive rusting).

4. Inspect for divots, ruts or trails that have been created by traffic and redistribute or top-dress as needed.

C. Annual Maintenance

1. During the first year, a minor amount of loose aggregate will appear on the surface (1/16 to 1/4 inch). If this material exceeds a 1/4 of an inch redistribute the material over the entire surface. Water thoroughly to the depth of one inch. Compact with power roller of no less than 1000 pounds. This process should be repeated as needed.

D. Repair

1. If cracking occurs, sweep fines into the cracks, water thoroughly and hand tamp with an 8- to 10-inch hand tamp plate. Do not use a power plate compactor as it will damage the stabilizing solution.

E. Subgrade Preparation

1. The subgrade preparation shall include the following: Prepare the subgrade to 8 inches below finished grade of the decomposed granite. Compact subgrade to 95% density. If needed, lay filter fabric over the compacted subgrade, without wrinkles and carefully cut around necessary elements. Utilize metal filter fabric staples as required to keep the fabric in place during installation.
2. Blending stabilizer 15 pounds per ton of decomposed granite or crushed $\frac{1}{4}$ minus aggregate screenings. It is critical that stabilizer be thoroughly and uniformly mixed throughout the decomposed granite screenings. Bucket blending is not acceptable. Blending with a rake and/or shovel is not acceptable. Blend material dry.
3. Placement of Decomposed Granite Screenings shall be in two 2-inch lifts. Dampen thoroughly, roll and compact each layer separately to achieve finished grade per plans. Ensure positive drainage.
4. Upon thorough moisture penetration, compact aggregate screenings to 95% relative compaction by compaction equipment, such as double drum roller or single drum roller. DO NOT USE VIBRATORY PLATE TAMP OR VIBRATION FUNCTION ON ROLLER. Do not begin compaction for 6 hours after placement and up to 48 hours.
5. Do not compact decomposed granite within 3 feet of a tree trunk.
6. Finished surface of pathway shall be smooth, uniform and solid. There shall be no evidence of chipping or cracking.

F. Environmental Conditions

1. Do not install decomposed granite paving during rainy conditions or below 40 degrees Fahrenheit and falling.

G. Other

1. Decomposed granite and Black Star Gravel to be re-dressed when needed.
2. All decomposed granite paths within the prairie planting mix and native areas shall have a 36-inch pass on each side of path mowed and edged quarterly.

2.6. RAIN GARDEN MAINTENANCE

- A. Rain garden areas are designed to collect stormwater from the adjacent landscape to increase rainfall runoff reabsorption, these systems are also designed to collect and filter pollutants. As an integral component within the design of the Parks, these features are to be treated as a manicured system. Poor maintenance is a common critical fail-point of green stormwater infrastructure long-term.
- B. Bed Maintenance: Landscape beds within rain garden areas are designed to filter, direct, and hold specific quantities of stormwater by utilizing slopes and engineered soils. Proper bed maintenance is critical for overall system performance.
 1. Dying, dead, senesced, or decaying plant material should be promptly removed from rain garden beds on a regular basis.
 2. The edge condition, especially adjacent to hardscape or turf areas, must be trimmed in a natural, kept form to maintain orderly aesthetics and reception. Please refer to pruning procedures outlined above.
 3. Mulch shall be maintained to a depth of no more than 4 inches maximum, and no less than 2 inches minimum. This is applicable to both the slopes and infiltration basin of the rain garden.
 4. Contractor is responsible for removing any trash or litter that has been placed or migrated to the rain garden beds.
 5. Sediment build-up within rain garden areas is not uncommon- it can result in poor performance in terms of rainwater absorption. The Chief Operating Officer may request sediment removal within rain garden areas as a Supplemental Contract Service.
 6. Contractor is responsible for the care of the aquatic plants with the rain garden. This includes removing invasive species.
- C. Stormwater Drainage and Cleanout
 1. Contractor is responsible for cleaning out drain and stormwater inlets.

2. Contractor will make sure drains are in operable condition on a quarterly basis as part of their services, especially with drains in gravel. Gravel and debris should be removed from drains every quarter.
- D. FocalPoint® High Performance Modular Biofiltration System (“HPMBS”) General Specifications
 1. The FocalPoint® HPMBS utilizes physical, chemical and biological mechanisms of a soil, plant and microbe complex to remove pollutants typically found in urban stormwater runoff. The FocalPoint® HPMBS is a fully equipped, modular, constructed-in-place system designed to treat contaminated runoff.
 2. Stormwater enters the FocalPoint® HPMBS, is filtered by the High Flow Biofiltration Media, and passes through to the underdrain/storage system where the treated water is detained, retained, or infiltrated to sub-soils, prior to discharge to the storm sewer system of any remaining flow.
 3. Higher flows bypass the FocalPoint® HPMBS via a downstream inlet or other overflow conveyance. Maintenance is a simple, inexpensive, and safe operation that does not require confined space entry, pumping, or vacuum equipment, or specialized tools. Properly trained landscape personnel can effectively maintain the FocalPoint® HPMBS by following the instructions manual. MPC will provide Contractor with a copy of the FocalPoint® HPMBS instructions manual.
 4. Each maintenance visit will consist of the following tasks:
 - a. Inspection of FocalPoint® HPMBS and surrounding area;
 - b. Removal of debris, trash, and mulch;
 - c. Mulch replacement;
 - d. Plant health evaluation (including measurements) and pruning or replacement as necessary;
 - e. Clean area around FocalPoint® HPMBS; and
 - f. Complete paperwork, including date-stamped photos of the tasks listed above.

Inspection of FocalPoint® HPMBS and surrounding area											
<p>Record individual unit before maintenance with photograph (numbered). Record on Maintenance Report (see example in this document) the following:</p> <table border="1"> <tr> <td>Standing Water</td> <td>yes no</td> <td>Damage to HPMBS System to Overflow conveyance</td> <td>yes no</td> </tr> <tr> <td>Is Bypass Inlet Clear?</td> <td>yes no</td> <td></td> <td>yes no</td> </tr> </table>				Standing Water	yes no	Damage to HPMBS System to Overflow conveyance	yes no	Is Bypass Inlet Clear?	yes no		yes no
Standing Water	yes no	Damage to HPMBS System to Overflow conveyance	yes no								
Is Bypass Inlet Clear?	yes no		yes no								
Removal of Silt / Sediment / Clay											
<p>Dig out silt (if any) and mulch and remove trash & foreign items.</p> <table border="1"> <tr> <td>Silt / Clay Found?</td> <td>yes no</td> <td>Leaves?</td> <td>yes no</td> </tr> <tr> <td>Caps / Bugs Found?</td> <td>yes no</td> <td>Volume of material removed _____ (volume or weight)</td> <td></td> </tr> </table>				Silt / Clay Found?	yes no	Leaves?	yes no	Caps / Bugs Found?	yes no	Volume of material removed _____ (volume or weight)	
Silt / Clay Found?	yes no	Leaves?	yes no								
Caps / Bugs Found?	yes no	Volume of material removed _____ (volume or weight)									
Removal of debris, trash and mulch											
<p>After removal of mulch and debris, measure distance from the top of the FocalPoint® HPMBS engineered media soil to the flow line elevation of the adjacent overflow conveyance. If this distance is greater than that specified on the plans (typ. 6"-12"), add media (not top soil or other) to recharge to the distance specified.</p> <table border="1"> <tr> <td>Distance to media surface to flow line of overflow conveyance (inches)</td> <td></td> </tr> <tr> <td># of Buckets of Media Added</td> <td></td> </tr> </table>				Distance to media surface to flow line of overflow conveyance (inches)		# of Buckets of Media Added					
Distance to media surface to flow line of overflow conveyance (inches)											
# of Buckets of Media Added											
Mulch Replacement											
<p>Most maintenance visits require only replacement mulch (if utilized) which must be, aged, double shredded hardwood mulch with fines removed. For smaller projects, one cubic foot of mulch will cover four square feet of biofiltration bed, and for larger projects, one cubic yard of mulch will cover 108 square feet of biofiltration bed. Some visits may require additional FocalPoint® HPMBS engineered soil/media available from the VAR/Contractor.</p> <table border="1"> <tr> <td>Add double shredded, aged hardwood mulch which has been screened to remove fines, evenly across the entire biofiltration media bed to a depth of 3".</td> </tr> <tr> <td>Clean accumulated sediment from energy dissipation system at the inlet to the FocalPoint® HPMBS to allow for entry of trash during a storm event.</td> </tr> </table>				Add double shredded, aged hardwood mulch which has been screened to remove fines, evenly across the entire biofiltration media bed to a depth of 3".	Clean accumulated sediment from energy dissipation system at the inlet to the FocalPoint® HPMBS to allow for entry of trash during a storm event.						
Add double shredded, aged hardwood mulch which has been screened to remove fines, evenly across the entire biofiltration media bed to a depth of 3".											
Clean accumulated sediment from energy dissipation system at the inlet to the FocalPoint® HPMBS to allow for entry of trash during a storm event.											
Plant health evaluation and pruning or replacement as necessary											
<p>Examine the plant's health and replace if dead or dying.</p> <p>Prune as necessary to encourage growth in the correct directions.</p> <table border="1"> <tr> <td>Height above Grate (feet)</td> <td>Health</td> </tr> <tr> <td>Width at Widest point (feet)</td> <td>Damage to Plant</td> </tr> </table>				Height above Grate (feet)	Health	Width at Widest point (feet)	Damage to Plant				
Height above Grate (feet)	Health										
Width at Widest point (feet)	Damage to Plant										
alive dead											
yes no											
Clean area around FocalPoint® HPMBS											
<p>Clean area around unit and remove all refuse to be disposed of appropriately.</p>											
Complete paperwork											
<p>Deliver Maintenance Report and photographs as appropriate.</p> <p>Some jurisdictions may require submission of maintenance reports in accordance with approvals.</p> <p>It is the responsibility of the Owner to comply with local regulations.</p>											

2.7. DRAINAGE

- A. Drainage is to be flushed and tested quarterly including the inspection and clearing of pipes or catch basins to ensure each is clear and free of clogs.

2.8. PLAYGROUND MULCH

- A. Contractor is not responsible for the general maintenance of the "Active Play Areas," which are defined as areas that are within the Safety Impact Zones of play equipment and the respective play equipment. "Safety Impact Zones" are areas surrounding play equipment, characterized by a transition in surfacing material

from hardscape material to either artificial play turf surfacing or engineered wood fiber surfacing.

- B. Contractor is responsible for maintaining areas that are adjacent to Active Play Areas, including, but not limited to, hardscape paver areas, planting beds, natural turf areas, or wood decking material. Contractor is responsible for generally maintaining all associated furnishings such as benches, railings, trash receptacles, etc. as provided in the Frequency Schedule, unless the Chief Operating Officer provides written authorization for other routine maintenance services with respect to such furnishings.
- C. Any damages to play equipment, play surfacing, or the Active Play Areas that are a result of operations by or on behalf of the Contractor shall be fully repaired or replaced by Contractor as determined by a certified playground inspector retained by MPC. Applicable damages include, but are not limited to, impact attenuation failure due to heavy equipment (vehicle) use and improper edge maintenance of landscape beds adjacent to play areas.
- D. As provided in this Agreement, equipment should never be left unsecure. This is especially true of areas near Active Play Areas. Any resulting damage due to equipment left by the Contractor near these areas shall be the responsibility of the Contractor.
- E. Maintenance within 30 feet of Active Play Areas is to be coordinated with MPC.
- F. The maintenance of engineered wood fiber surfacing may be a Supplemental Contract Service upon request of MPC. Such services include utilizing a magnet to remove any foreign metallic objects out of the playground mulch area, replenishing mulch to a depth of 12 inches, and removing any soil or trash from the substrate.
- G. MPC acknowledges that Contractor guarantees only the mulch installed by Contractor. Discoloration or loss due to erosion, negligence, vandalism, accidents, or weather extremes beyond Contractor's control cannot be warranted.

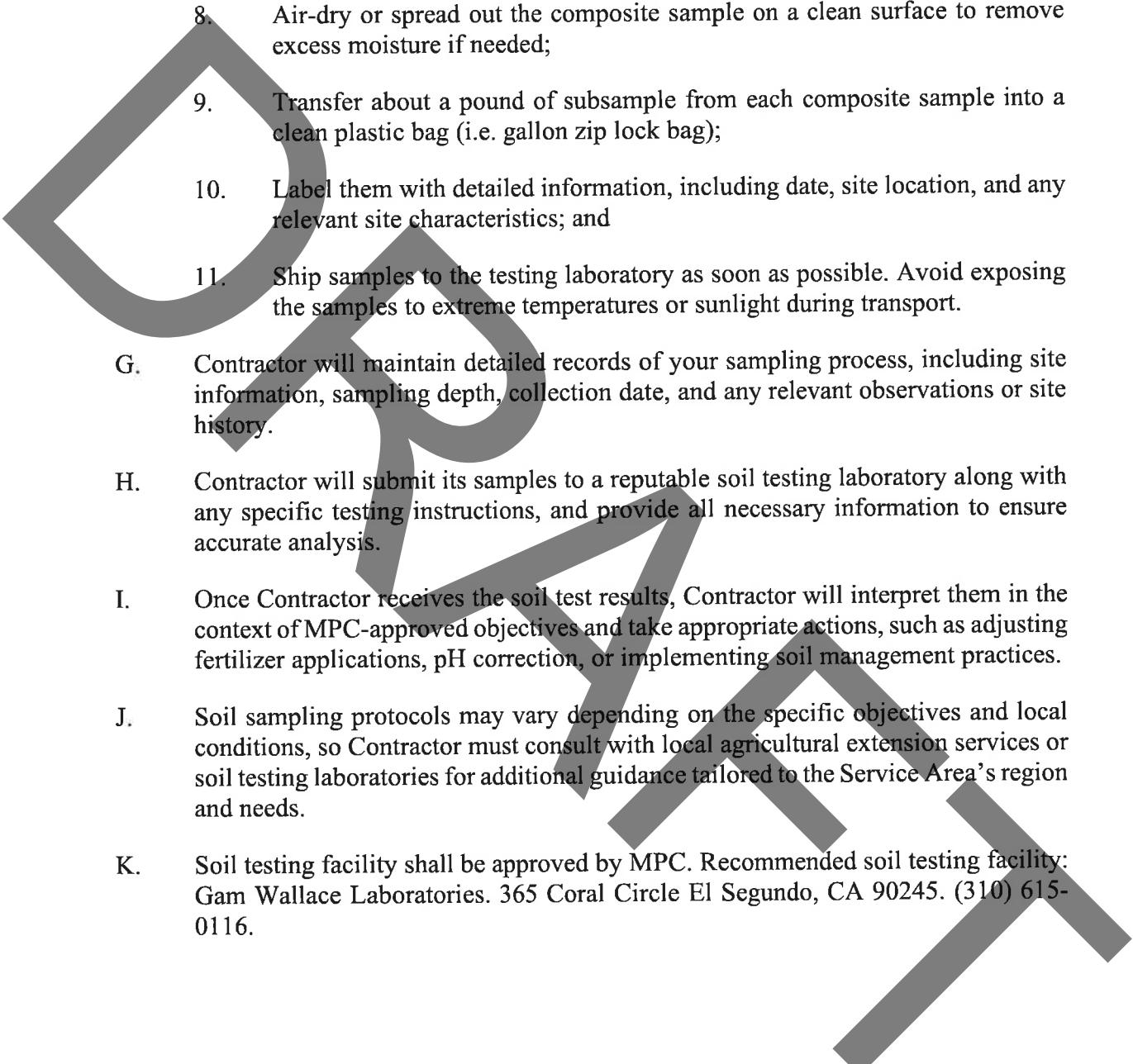
2.9. PRESSURE WASHING

- A. Contractor shall furnish supervision, labor, and equipment necessary to pressure wash brick pavers, planters, and hardscape materials in MPC-designated areas, including, without limitation:
 1. Ground surface perimeter of buildings;
 2. Dog park and surrounding hardscape;
 3. Walking and trail areas; and
 4. Ground surface at entrances and high traffic areas.

B. Contractor shall assume 8 hours of labor per frequency task.

2.10. SOIL TESTING

- A. The Contractor will be responsible for 10 annual soil tests. Contractor will submit a map of proposed testing areas to MPC for approval prior to testing.
- B. Tests shall be made in strict compliance with the standards of the Association of Official Analytical Chemists and follow standards from ASTM, EPA, and/or Methods of Soil Analysis, SSSA.
- C. Contractor will propose 10 specific locations or areas where to annually collect soil samples. These areas are based on factors such as soil type, land use, topography, and historical practices. MPC shall have one conglomerate sample made for the entire Service Area.
- D. Contractor will supply the necessary tools and equipment, including:
 1. Soil auger or soil probe,
 2. Clean buckets or containers,
 3. GPS or marking flags for site identification,
 4. Gloves and safety gear,
 5. Clean plastic bags or containers for sample storage, and
 6. Labels and permanent markers.
- E. Contractor will determine the appropriate sampling depth based on MPC-approved objectives. For most routine soil tests, collecting samples from 0 to 6 inches (0 to 15 centimeters) deep is sufficient. For specific analyses, Contractor may adjust the depth as needed.
- F. Contractor will follow these steps to collect soil samples:
 1. Clean all sample tools to prevent contamination between samples;
 2. Remove any surface debris or vegetation from the sampling area;
 3. Insert the soil auger or probe to a depth of 6-inches and collect a sample core, ensuring that the core is representative of the entire depth and area;
 4. Place the soil sample into a clean bucket or container and label it with a unique identifier that corresponds to the sampling location;
 5. Repeat the process for each sampling location, collecting multiple samples per zone;



6. Handle soil samples with care to maintain their integrity;
7. Mix multiple cores from the same location in the bucket to create a composite sample;
8. Air-dry or spread out the composite sample on a clean surface to remove excess moisture if needed;
9. Transfer about a pound of subsample from each composite sample into a clean plastic bag (i.e. gallon zip lock bag);
10. Label them with detailed information, including date, site location, and any relevant site characteristics; and
11. Ship samples to the testing laboratory as soon as possible. Avoid exposing the samples to extreme temperatures or sunlight during transport.

G. Contractor will maintain detailed records of your sampling process, including site information, sampling depth, collection date, and any relevant observations or site history.

H. Contractor will submit its samples to a reputable soil testing laboratory along with any specific testing instructions, and provide all necessary information to ensure accurate analysis.

I. Once Contractor receives the soil test results, Contractor will interpret them in the context of MPC-approved objectives and take appropriate actions, such as adjusting fertilizer applications, pH correction, or implementing soil management practices.

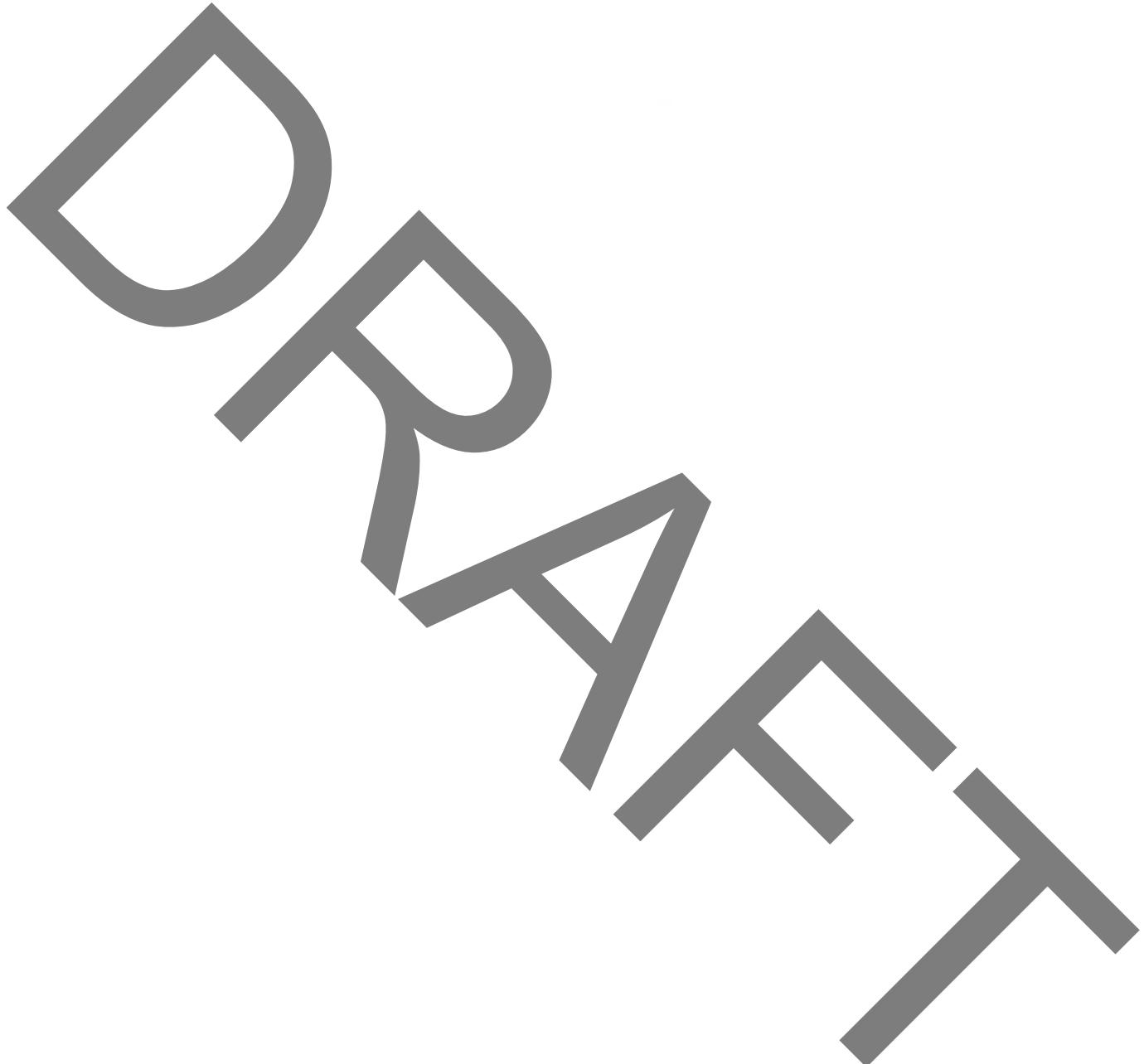
J. Soil sampling protocols may vary depending on the specific objectives and local conditions, so Contractor must consult with local agricultural extension services or soil testing laboratories for additional guidance tailored to the Service Area's region and needs.

K. Soil testing facility shall be approved by MPC. Recommended soil testing facility: Gam Wallace Laboratories. 365 Coral Circle El Segundo, CA 90245. (310) 615-0116.

EXHIBIT C

Depictions of the Service Area

[Attached]



Freedmen's Town/ Fourth Ward

W CLAY ST
W BELL ST
W PIERCE ST
W GRAY ST
PEDEN ST
BOMAH ST
MILLARD ST
WELCH ST
WEST DREW ST
FARGO ST
AIRVIEW AVE
SYDE PARK BLVD
APACIFIC ST
STANFORD ST
VONDALE ST
HOPKINS ST
WHITNEY ST

OVETT BLVD

AWTHORNE ST

AROLD ST

ALABAMA 9

JUL. ROSS 3

51

6

CAEDEN

midtown

The map illustrates several urban improvement projects in downtown Houston:

- Bagby Park:** Located in the Museum District, featuring S. 8 Pierce St, P. 1 Bagby Park, and S. 1 Gray Street Pedestrian Enhancements.
- Midtown Park + Plaza:** Located in the Montrose area, featuring S. 2 Bagby Street Improvements and S. 6 Elgin Street Pedestrian Enhancements.
- Baldwin Park:** Located in the Third Ward, featuring S. 4 McGowen Street Reconstruction and S. 7 Holman Street Pedestrian Enhancements.
- Entry Portals:** Six yellow circles mark entry points: Entry Portal 1 (Downtown), Entry Portal 2 (Third Ward), Entry Portal 3 (Third Ward), Entry Portal 4 (Montrose), Entry Portal 5 (Montrose), and Entry Portal 6 (Downtown).

The map also shows a large grey area representing the Third Ward, which includes the Museum District and parts of Montrose. Numerous streets are labeled, including Arthur, Cushing, Mathews, and Wilson Streets in the Museum District; and Clay, Bell, and Leeland Streets in the Third Ward.

Museum District

Third Ward

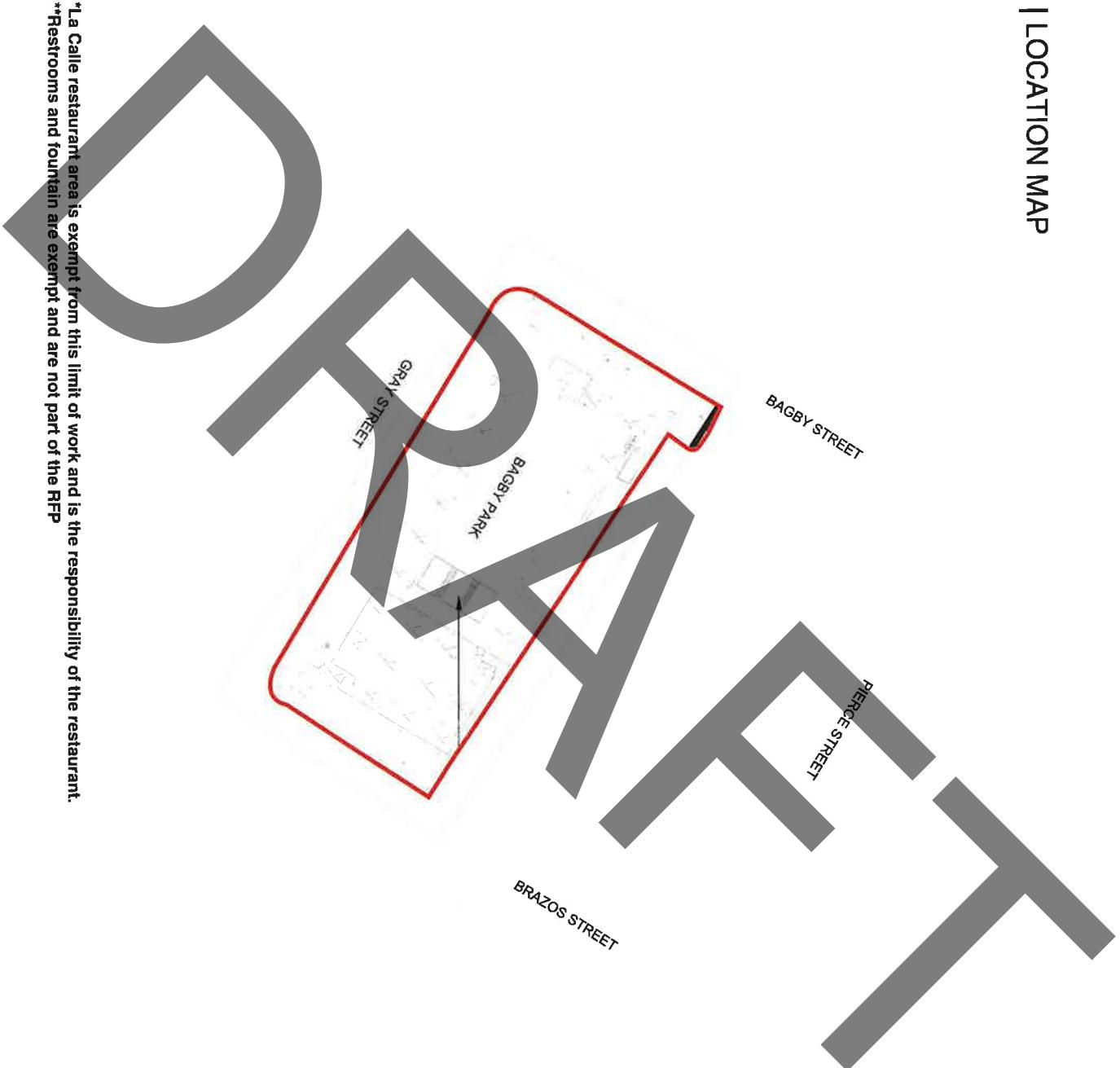
ENNS ST

0 0.25 Miles



Service Area (Parks 1 and 2)

P.1 BAGBY PARK | LOCATION MAP



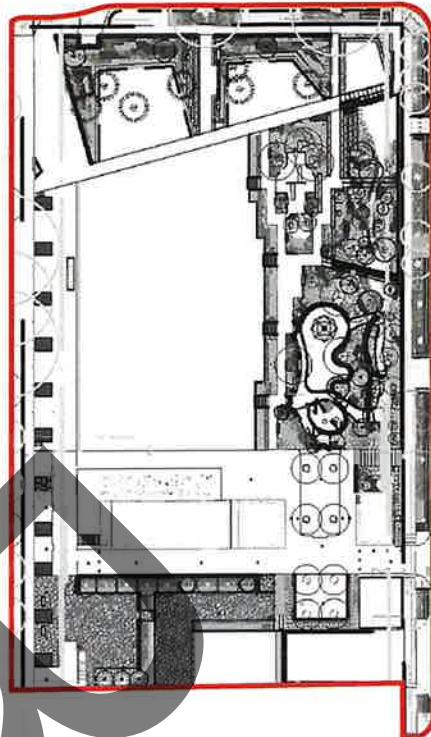
*La Calle restaurant area is exempt from this limit of work and is the responsibility of the restaurant.

**Restrooms and fountain are exempt and are not part of the RFP

P.2 MIDTOWN PARK + PLAZA | LOCATION MAP

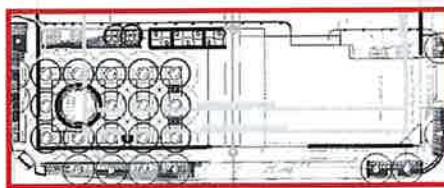
DRAFT

ANITA STREET



TRAVIS STREET

MAIN STREET



MCGOWEN STREET

*Restrooms and fountain are exempt and are not part of the RFP
**No motorized vehicles (with the exception of lawn mowers) on lawn areas.

Freedmen's Town/
Fourth Ward

Downtown

Montrose

Third Ward

Museum District

288

0 0.25 Mi
GIS Parcels obtained from the City of Houston, December 2015



MPC Trash Bins

22 Trash Cans

EXHIBIT D

Frequency Schedule

[Attached]

D
P
A
F
T

Bagby Park Landscape Services Frequency Schedule

Midtown Park & Midtown Park Plaza Landscape Services Frequency Schedule

APPENDIX I

to

AGREEMENT BY AND BETWEEN
MIDTOWN IMPROVEMENT AND DEVELOPMENT CORPORATION
D/B/A MIDTOWN PARKS CONSERVANCY AND
LAWN MANAGEMENT COMPANY LLC
FOR MAINTENANCE SERVICES

MIDTOWN PARKS CONSERVANCY APPROVED HOLIDAYS

New Year's Day

Memorial Day

Independence Day

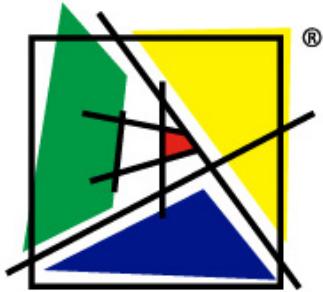
Labor Day

Thanksgiving Day

Christmas Day

Exhibit B
Notice of Assignment
[Attached]

DRAFT



midtown
HOUSTON

**MIDTOWN PLANTING
IMPROVEMENTS**

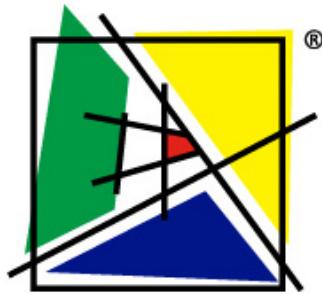
Midtown Planting Improvements

Bid Summary

Midtown Parks Conservancy

Mar-25

Project Area	Landecor	HLS	Landscape Art
Bagby Street	\$571,578.71	\$616,637.00	\$507,152.04
Bagby Park	\$184,683.39	\$115,458.00	\$110,330.64
Midtown Park	\$442,388.19	\$433,825.00	\$395,858.04
Grand Total	\$1,198,650.29	\$1,165,920.00	\$1,013,340.72



midtown
HOUSTON

**MAIN STREET
PLANTING
IMPROVEMENTS**

Main Street Planting Improvements

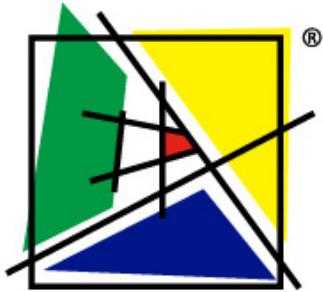
Bid Summary

Midtown Parks Conservancy

Sep-25

SMC Landscape Services	TWL Construction	Landscape Art
------------------------	------------------	---------------

Grand Total	\$805,866.62	\$1,216,069.20	\$967,574.88
-------------	--------------	----------------	--------------



midtown
HOUSTON

FIFA WORLD CUP 2026R

OJB

Mr. Marlon Marshall
Midtown Redevelopment
Authority
410 Pierce St., Suite 355
Houston, TX 77002

Proposal for Landscape Architecture Consulting Services Midtown Houston – FIFA World Cup 2026 Green Corridor

Dear Marlon,

Thank you for the opportunity to propose landscape architectural services for the Midtown portion of the FIFA World Cup 2026 Green Corridor project. This is of special interest to OJB because of the opportunity to continue working together. We are excited to work with your team to show how landscape can enhance the sustainability, resilience, and activation practices Midtown Houston is aiming to achieve and capitalize on the opportunity of hosting the World Cup in Houston.

Provided that you find our proposal acceptable, this letter, once executed by both parties, along with the Scope & Fee Proposal, attached as Exhibit A, the Limit of Work, attached as Exhibit B, and the Standard Terms & Conditions, attached as Exhibit C, shall be the Agreement entered into by and between Midtown Redevelopment Authority "Client" and The Office of James Burnett, Inc. (dba OJB Landscape Architecture) ("OJB" or "Landscape Architect"), effective as of 24 January 2026. In the event that this Agreement is not fully executed by the parties, it shall nonetheless be effective and binding on Client and OJB provided that Client has received a copy of this Agreement and OJB has commenced performing Services under this Agreement.

Approved and accepted by:

LANDSCAPE ARCHITECT
THE OFFICE OF JAMES BURNETT, INC.
dba OJB LANDSCAPE ARCHITECTURE



Name Chip Trageser

Title Partner

Date 23 January 2026

CLIENT
MIDTOWN REDEVELOPMENT AUTHORITY

Name

Title

Date

Houston
TEXAS

Boston
MASSACHUSETTS

San Diego
CALIFORNIA

Philadelphia
PENNSYLVANIA

Dallas
TEXAS

Denver
COLORADO

2850 Clinton Drive
Suite 302
Houston, TX 77020
713.529.9919

Copy: Tara Green, Principal, Public Realm Strategies

This Agreement incorporates the following Exhibits:

- Exhibit A – Scope and Fee Proposal
- Exhibit B – Limit of Work Diagram
- Exhibit C - Standard Terms & Conditions

EXHIBIT A

Scope and fee proposal for landscape architecture consulting services

The Office of James Burnett, Inc. dba OJB Landscape Architecture ("Landscape Architect" or "OJB") is pleased to submit this Proposal for Landscape Architecture consulting services for: World Cup 2026 Green Corridor Streetscape Enhancements for Midtown Houston Redevelopment Authority, Houston, TX.

A. STREETSCAPE ENHANCEMENTS

Midtown Houston District covers approximately 725 acres in Houston, TX. The Midtown Redevelopment Authority works with Tax Increment Reinvestment Zone No. 2 to drive the revitalization of Midtown Houston. The district includes dining, retail, residential, and parks. The project site focuses on interventions along Main Street between Ensemble/HCC Metro Station, and McGowen Metro Station. It includes Midtown Park and Midtown Plaza and the streetscape and pedestrian experience on McGowen between Main Street and Bagby Street.

- 1.1 The project budget is as follows:
 - a. Total project budget is unknown.
 - b. Estimated total cost of construction is unknown.
- 1.2 The project's phasing is as follows:
 - a. The project's permitting and construction strategy is unknown.
- 1.3 Elements of the project include:
 - a. Design and Activation Interventions at (4) Four METRO rail stations
 - b. Design and Activation Interventions at (4) Four Streetscapes
 - i. Main Street (McGowen Station to Ensemble Station)
 - ii. McGowen Street (Main Street to Bagby Street)
 - iii. Anita Street (Main Street to Travis Street)
 - iv. Holman Street (Main Street to Travis Street)
 - c. Midtown Park
 - i. Activation Scope Only
 - d. Midtown Plaza
 - i. Lawn area redesign
 - ii. Shade Structure
 - iii. Art Elements
 - iv. Activation
 - v. Landscaping
- 1.4 The scope of this proposal excludes:
 - a. Design and documentation of open spaces over structure
 - b. Interactive water feature design and engineering
 - c. Design of art, interpretive and experiential design elements
 - d. Environmental graphics or signage design
 - e. Irrigation design
 - f. Telecommunications, Security, Wireless or Audiovisual Design
 - g. Waterproofing design
 - h. Audio visual and telecom systems design
 - i. Grading documentation
 - j. Subsurface drainage design

- k. Structural Engineering of site elements
- l. Mechanical, Electrical or Plumbing Engineering of site elements
- m. Geotechnical Engineering
- n. Environmental Engineering
- o. Traffic Engineering & Signalization
- p. Hazardous Material Abatement
- q. Lighting photometric studies
- r. Preparation of Cost Estimates
- s. Professional photography or videography
- t. Scope within right of way development and permitting
- u. Site surveying
- v. Tree Survey or Health Assessment
- w. Professional renderings or animations
- x. In-house renderings after the conclusion of Design Development
- y. Detailed wind studies or analysis
- z. Sustainability certifications, including LEED, SITES, WELL, Living Building Challenge or Envision
- aa. Revit/BIM modeling and documentation
- bb. Entitlements

B. PROJECT TEAM

- 1.1 Client: Midtown Redevelopment Authority
- 1.2 Prime Consultant: OJB Landscape Architecture
- 1.3 The Prime Consultant will coordinate with District sub-consultants and contractors provided by Client.

C. SCOPE OF LANDSCAPE ARCHITECT'S BASIC SERVICES

- 1. BASIC SERVICES
 - a. The Landscape Architect's Basic Services and OJB Public Realm Strategies Basic Services consist of those described in herein and include specific consultant services as outlined in "B. Project Team". Services not set forth herein and consultants not identified in "B. Project Team" are Additional Services.
 - b. OJB Public Realm Strategies shall coordinate its services with those services provided by the Client and the Client's consultants. OJB Public Realm Strategies shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client and/or the Client's consultants. The OJB Public Realm Strategies shall provide prompt written notice to the Client if OJB Public Realm Strategies becomes aware of any error, omission or inconsistency in such services or information.
 - c. The Landscape Architect shall coordinate its services with those services provided by the Client and the Client's consultants. The Landscape Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client and the Client's consultants. The Landscape Architect shall provide prompt written notice to the Client if the Landscape Architect becomes aware of any error, omission or inconsistency in such services or information.
 - d. As soon as is practical after the date of this Agreement, the Landscape Architect shall submit for the Client's approval a schedule for the performance of the Landscape Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for

the Substantial Completion of the Work. The schedule shall include allowances for periods of time required for Client's review, for the performance of the Client's consultants, and for the approval of submissions by authorities having jurisdiction over the project. Once approved by the Client, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Landscape Architect or Client. With the Client's approval, Landscape Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

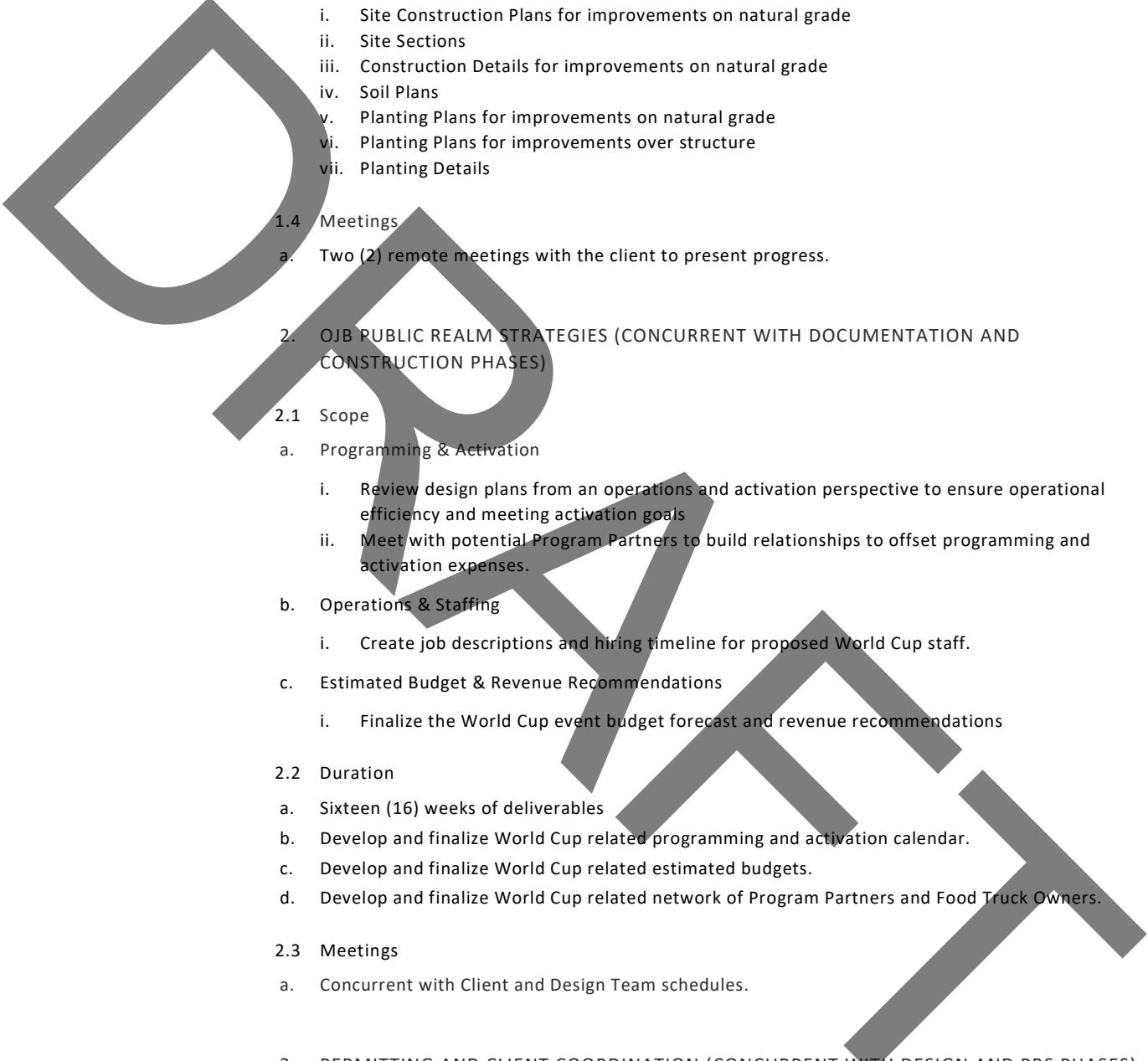
- e. The Landscape Architect shall not be responsible for a Client's directive or substitution made without the Landscape Architect's approval.
- f. The Landscape Architect shall, at appropriate times, contact the governmental Authorities Having Jurisdiction (AHJ) required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Landscape Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.
- g. The Prime Consultant shall be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the project. Refer to "Permitting", for specific scope of services provided. Cost of permitting submittals are the responsibility of the Client.
- h. The Landscape Architect will coordinate with Prime Consultant or Architect's BIM model if applicable. Project documents shall be provided to Client in AutoCAD.

D. LANDSCAPE ARCHITECTURE

1. DOCUMENTATION PHASE (CONCURRENT WITH REALM STRATEGIES SERVICES)

1.1 Scope

- a. Based on the Client's approval of the Design documents, and on the Client's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Landscape Architect shall prepare Construction Documents for the Client's approval.
- b. The Construction Documents shall illustrate and describe the further development of the approved Design documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work.
- c. The Construction Documents will be prepared from open-source data, publicly available to OJB. No certified topography, jurisdictional or utility survey's will be provided to OJB for this scope of work. Development of these documents will articulate the basis of design intent only with the installing contractor responsible for verifying all conditions in the field prior to commencement of installation.
- d. The Client and Landscape Architect acknowledge that to construct the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Landscape Architect will review in accordance with Task 6.
- e. Applicable drawings will be signed and sealed by registered professionals in the state of Texas.
- f. The Landscape Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the project.
- g. The Landscape Architect will review and comment on the Opinion of Probable Cost of the Work prepared by contractor.
- h. The Landscape Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required identified under the Cost of the Work section and request the Owner's approval.
- i. The Landscape Architect shall coordinate the Construction Document phase efforts of consultants engaged as part of this agreement.
- j. Irrigation will be design-build implemented by the contractor.



- 1.2 Duration
 - a. Four (4) Weeks
- 1.3 Deliverables
 - a. Issue for Permit plans, including:
 - i. Site Construction Plans for improvements on natural grade
 - ii. Site Sections
 - iii. Construction Details for improvements on natural grade
 - iv. Soil Plans
 - v. Planting Plans for improvements on natural grade
 - vi. Planting Plans for improvements over structure
 - vii. Planting Details
- 1.4 Meetings
 - a. Two (2) remote meetings with the client to present progress.
2. OJB PUBLIC REALM STRATEGIES (CONCURRENT WITH DOCUMENTATION AND CONSTRUCTION PHASES)
 - 2.1 Scope
 - a. Programming & Activation
 - i. Review design plans from an operations and activation perspective to ensure operational efficiency and meeting activation goals
 - ii. Meet with potential Program Partners to build relationships to offset programming and activation expenses.
 - b. Operations & Staffing
 - i. Create job descriptions and hiring timeline for proposed World Cup staff.
 - c. Estimated Budget & Revenue Recommendations
 - i. Finalize the World Cup event budget forecast and revenue recommendations
 - 2.2 Duration
 - a. Sixteen (16) weeks of deliverables
 - b. Develop and finalize World Cup related programming and activation calendar.
 - c. Develop and finalize World Cup related estimated budgets.
 - d. Develop and finalize World Cup related network of Program Partners and Food Truck Owners.
 - 2.3 Meetings
 - a. Concurrent with Client and Design Team schedules.
3. PERMITTING AND CLIENT COORDINATION (CONCURRENT WITH DESIGN AND PRS PHASES)
 - 3.1 Scope
 - a. The Landscape Architect shall submit permit drawings to the Prime Consultant, who will submit to the appropriate AHJ.
 - b. The Landscape Architect shall revise "Issue for Permit" documents as may be required to respond to review cycle comments from the AHJ's plan review process.
 - c. The Landscape Architect shall submit the "Issue for Bidding" plans to the Contractor and request the Client's approval.

- d. The Landscape Architect shall manage and coordinate the Permit phase efforts of OJB's above-referenced consultant team.
- e. The Landscape Architect shall support the client to engage and organize third party entities execute work in support of the Green Corridor.

- i. Limit of work includes:

- o Attending client organized meetings with Third Party Organizations and Vendors
 - o Sharing Documentation Phase Updates with Client and Third Party Organizations and Vendors
 - o OJB will not be responsible for scheduling or directing implementation of Third Party Organizations and Vendors

3.2 Duration

- a. Four (4) weeks

3.3 Deliverables

- a. Plan check response Addendums
- b. Issue for Bidding plans and specifications

3.4 Meetings

- a. Up to one (1) review cycle meetings with Plan Reviewers

4. CONSTRUCTION/ IMPLEMENTATION PHASE

4.1 Scope

a. General

- i. The Landscape Architect shall advise and consult with the Prime Consultant and Client during the Construction Phase services. The Landscape Architect shall have authority to act on behalf of the Client only to the extent provided in this Agreement. The Landscape Architect shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Landscape Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Landscape Architect shall be responsible for the Landscape Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

b. Evaluations of the Work

- i. The Landscape Architect shall visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Landscape Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. Based on site visits, the Landscape Architect shall keep the Client reasonably informed about the progress and quality of the portion of the Work completed, and report to the Client (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Construction Manager, and (2) defects and deficiencies observed in the Work.
- ii. The Landscape Architect has the authority to reject Work that does not conform to the Contract Documents.

4.2 Submittals

- a. The Landscape Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Landscape Architect's action in reviewing submittals shall be taken in accordance with the time limits specified in the Owner's Contract for Construction.
- b. In accordance with the Landscape Architect-approved submittal schedule, the Landscape Architect shall review and approve or take other appropriate action upon the submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not to determine the accuracy and completeness of other information such as dimensions, quantities, installation or performance of equipment or systems, which are the Contractor's responsibility. The Landscape Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Landscape Architect, of any construction means, methods, techniques, sequences, or procedures. The Landscape Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- c. If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Landscape Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Landscape Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Landscape Architect. The Landscape Architect shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications and approvals performed or provided by such design professionals.
- d. The Landscape Architect shall review and respond to requests for information about the Contract Documents. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Landscape Architect's response to such request shall be made in writing within the time limits specified in the Client's Contract for Construction. If appropriate, the Landscape Architect shall prepare and issue supplemental drawings and specifications in response to requests for information.
- e. The Landscape Architect shall keep a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the Contract Documents' requirements.

4.3 Changes in the Work

- a. With Client approval, the Landscape Architect may authorize minor changes in the Work consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or extension of the Contract Time.
- b. The Landscape Architect shall maintain records relative to changes in the work.

4.4 Project Completion

- a. The Landscape Architect's inspections shall be coordinated with the Client to verify compliance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.
- b. The Landscape Architect shall review the Operations and Maintenance package submitted by the Construction Manager and confirm its compliance with the specifications.

4.5 Duration

- a. Fourteen (14) weeks

4.6 Deliverables

- a. Three (3) Field Observation reports
- b. One (1) Final Punch List

4.7 Meetings

- a. Three (3) site observation trips by one (1) staff member for one (1) day each
- b. One (1) Final Punch List site walk by one (1) staff member for one (1) day
- c. Four (4) client check ins

E. COMPENSATION & PAYMENTS

1. COMPENSATION FOR THE SERVICES

PHASE	DURATION	MEETINGS	OBJ FEE
Documentation Phase (Concurrent)	4 weeks	2 meeting	\$30,000
Public Realm Services (Concurrent)	18 weeks	2 meeting	\$15,000
Permitting/ Coordination (Concurrent)	8 weeks	2 meeting	\$10,000 (Hourly/ NTE)
Construction/ Implementation Phase	14 weeks	4 meetings	\$15,000 (Hourly/ NTE)
Estimated Reimbursable Expenses	*per terms		
TOTAL	18 weeks	8 meetings	\$70,000

2. ADDITIONAL SERVICES

Services beyond Landscape Architect's Basic Services may be provided if confirmed in writing. Additional services may include but are not limited to:

- a. Extension to the project schedule
- b. Additional deliverables beyond what is defined in the Scope
- c. Revisions and changes to approved drawings.
- d. Design Development, Construction Documentation, Permitting, Bidding and Construction Observation.
- e. Providing public presentations and political processing for governmental approvals.
- f. Providing master plan codes, covenants and regulations controlling all future work.
- g. Presentation models, drawings, animations and professional renderings are not expressly provided for in this Proposal.
- h. Additional Subconsultants required by the project and approved by the Client.

3. HOURLY RATES

The Hourly Labor Billing Rates listed below are effective through December 31, 2026, and may be adjusted annually thereafter to compensate for any increases in OJB's labor rates.

President	\$395
Partner	\$325
Public Realm Strategies Principal	\$300
Managing Principal	\$300
Principal	\$280
Director	\$260
Associate Director	\$245
Senior Associate	\$230
Associate	\$210
Project Designer	\$195
Designer	\$180
Architectural Assistant	\$135
Clerical	\$100

4. PAYMENTS

Invoices are payable net 30 days from the date of invoice, pursuant to Paragraph 1 of OJB's Standard Terms & Conditions, attached as Exhibit C to the Agreement.

Remit payments to:

The Office of James Burnett, Inc.
2850 Clinton Drive, Suite 302
Houston, TX 77020

5. REIMBURSABLE EXPENSES

- a. Cost of copies of drawings, specifications, reports and cost estimates; xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with this contract's work.
- b. Cost of commercial carrier and public transportation, lodging, car rental and parking, sustenance and out-of-pocket expenses. Private automobile travel at the IRS standard mileage rate. Long-distance trips subject to client approval. Cost of postage and shipping expenses other than first class mail. Electronic data processing, with approval of Client.
- c. Cost of models, special renderings, promotional photography, special process printing, special equipment, special printed reports or publications, maps and documents.
- d. Fees for additional special consultants retained with the prior approval of Client.

EXHIBIT B

Limit of Work Diagram

SCOPE OF WORK

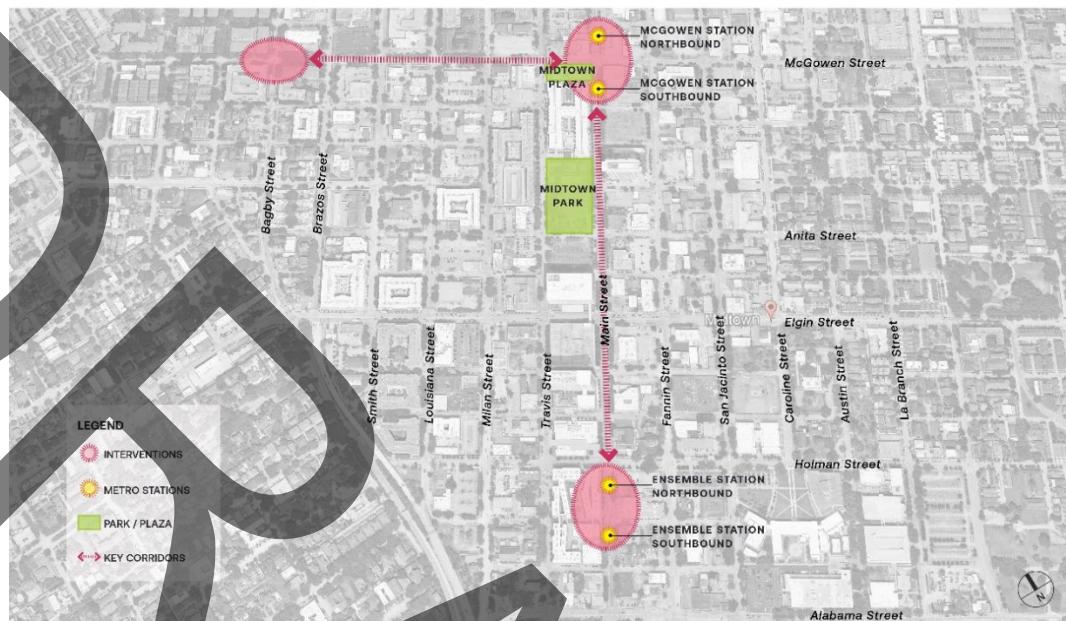
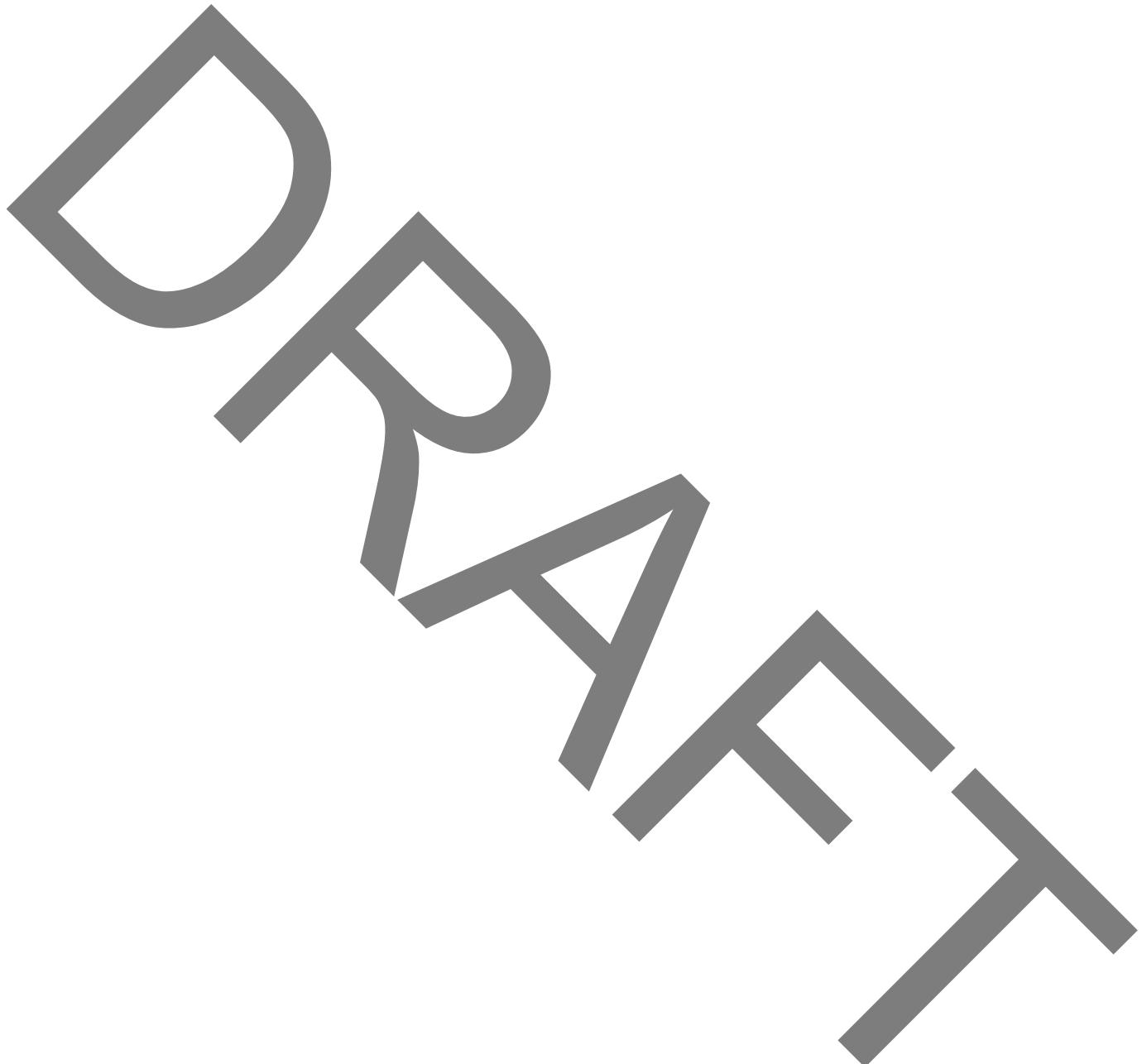


EXHIBIT C



Mr. Marlon Marshall
Midtown Redevelopment
Authority
410 Pierce St., Suite 355
Houston, TX 77002

The following Terms and Conditions are hereby incorporated by reference in the letter, proposal, or agreement (collectively, the "Agreement") to which they are attached. As used herein, the term "Client" refers to the individuals or entities described as such in the Agreement. As used herein the term "OJB" refers to The Office of James Burnett, Inc. The scope of services and compensation of OJB are set forth in Exhibit A to the Agreement.

1. PAYMENTS are due within 30 days of receipt of invoices. Invoices unpaid after 30 days shall bear interest at two points per annum above the prime rate as established by OJB's bank, and OJB shall be entitled to reimbursement of all collection costs, including legal fees. OJB shall also be entitled to suspend services if payment is overdue. OJB's compensation as described in Exhibit A to the Agreement shall be equitably adjusted if OJB's services are suspended, delayed, extended, or otherwise materially changed due to causes outside of OJB's control. If Client reasonably disputes any portion of an invoice, Client must pay undisputed portion of the invoice in accordance with the terms and conditions herein and submit a written claim to OJB for the disputed amount. All claims disputing an invoice must be submitted to OJB within three (3) months of invoice date. Client waives the right to dispute any charges not disputed within the timeframe set forth above. In the event that the dispute is resolved against Client in accordance with the procedures hereunder, Client shall pay such amounts plus interest at the rate of two points per annum above the prime rate as established by OJB's bank. Client shall not withhold amounts from OJB's compensation on account of allegedly negligent acts, errors or omissions but shall instead pursue any such claim as set forth in Section 6 (Dispute Resolution).

2. ADDITIONAL SERVICES. The Client shall pay OJB at hourly rates of its own personnel set forth in Exhibit A to the Agreement, and the amount billed to OJB by its engineers and other consultants, for services performed at the Client's request (subject to OJB's agreement) which are outside of the scope of services described in Exhibit A to the Agreement, including without limitation services in connection with changes made at the Client's request which are inconsistent with prior approvals by the Client, or a material change in the Project including, but not limited to, size, quality, complexity, the Client's schedule or budget for Work, or procurement or delivery method.

3. REIMBURSABLE EXPENSES. The Client shall reimburse OJB at OJB's actual cost for (i) printing and duplication; (ii) delivery charges; (iii) travel in connection with the Project; (iv) the fees of consultants engaged by OJB at the Client's request other than those included in Exhibit A to the Agreement as a basic service; (v) renderings and models requested by Client if not included as a basic service in Exhibit A to the Agreement; (vi) expenses of additional insurance coverage or limits requested by Client in excess of that normally carried by OJB and as set forth in Section 13, and (vii) other reimbursable expenses, if any, identified in Exhibit A to the Agreement.

4. TERMINATION. The Agreement may be terminated by either party in the case of material breach by the other, and Client may terminate the agreement for convenience upon 7 days' written notice. In case of termination for cause or convenience, the Client shall pay OJB for services performed and reimbursable expenses incurred to the date of termination plus Termination Expenses which shall be defined as OJB's expenses directly attributable to termination.

5. LIABILITY OF PARTIES. Neither party shall be liable to the other for any indirect, special, or consequential damages. Under no circumstances shall any individual person who is an Officer, Director, Shareholder, Employee or Agent of OJB, or any affiliate, successor, or assign of OJB, have any personal liability for any term, covenant, agreement or undertaking pursuant to the Agreement (express or implied), all such personal liability being expressly waived. OJB's liability to the Client shall in no event exceed the available proceeds under OJB's applicable insurance policy. Any claim against OJB for a latent design defect must be brought within five (5) years of substantial completion.

6. DISPUTE RESOLUTION. The Client and OJB agree that all disputes between them arising out of or relating to the Agreement that cannot be resolved through good faith negotiations shall be submitted to non-binding mediation in Harris County, Texas under the American Arbitration Association's ("AAA") Construction Industry Mediation Rules then applying, or such other mediation procedures as the parties may agree. Disputes not resolved by mediation shall be finally decided by binding arbitration in Harris County, Texas by a single arbitrator under the Construction Industry Arbitration Rules of the AAA then applying. No arbitration arising out of or related to the Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Agreement, except by written consent of the Client, OJB, and any person or entity sought to be joined.

7. DOCUMENTS. Drawings, specifications, and other documents produced by OJB are instruments of service, and the originals thereof and the copyright therein shall remain the property of OJB. OJB shall furnish copies of such documents in PDF format to the Client, which the Client may use for completion or in connection with the Project, subject to compliance by the Client with its payment obligations as provided in the Agreement. The Client shall release, hold harmless, indemnify and defend OJB for any claim arising from the use of such documents without OJB's involvement. This Section shall survive termination of the Agreement. Any 3D models provided to Client for the Project are intended for visual reference only and shall not be relied upon for any other purpose, including but not limited to, construction, fabrication, and cost-estimating take-offs. To the extent there is any conflict between information contained in, or generated by electronic files or models and OJB's pdf drawings and specifications, the latter documents will prevail.

8. ESTIMATES. Since OJB has no control over construction costs or contractors' prices, any cost estimates are made or reviewed by OJB on the basis of OJB's experience and judgment as a design professional, but OJB cannot and does not guarantee that contractors' proposals, bids, or costs will not vary from such estimates.

9. CLIENT'S RESPONSIBILITIES. The Client shall furnish in a timely manner such legal, accounting, and insurance counseling services as may be required for the project and such surveys, geotechnical investigations, and information relating to existing conditions at the project site as OJB may reasonably request. OJB shall be entitled to rely upon the completeness and accuracy of such services and information. If the Client becomes aware of any fault or default in the project, the Client shall promptly notify OJB.

10. CONSTRUCTION PHASE SERVICES. If so provided in Exhibit A to the Agreement, OJB shall make periodic visits to the site during the construction phase of the project to

Houston
TEXAS

Boston
MASSACHUSETTS

San Diego
CALIFORNIA

Philadelphia
PENNSYLVANIA

Dallas
TEXAS

Denver
COLORADO

2850 Clinton Drive
Suite 302
Houston, TX 77020
713.529.9919

become generally familiar with the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the drawings and specifications furnished by OJB. It is understood that the contractor, not OJB, is solely responsible for the construction of the project, for safety programs and procedures at the site, and for its own acts or omissions and those of any subcontractor. OJB shall review and take appropriate action on the contractor's submittals and application for payment, and shall furnish to the contractor such additional details, interpretations, and clarifications as are customary during the phase. All changes, substitutions, and deviations from the drawings and specifications furnished by OJB shall be subject to OJB's approval. Should Owner not retain OJB to make periodic visits to site during the construction phase of the project to become generally familiar with the progress and quality of the work, OJB will not gain sufficient familiarity with the work to issue a final affidavit for the project.

11. HIDDEN CONDITIONS. A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If OJB has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after due notification, or (2) OJB has no reason to believe that such a condition exists, OJB shall not be responsible for the existing condition nor the resulting damages to persons or property.

12. HAZARDOUS MATERIALS. Unless otherwise set forth in the Agreement, professional services relating to the existence, identification, removal, containment, or abatement of asbestos, lead paint, toxic substances, or hazardous waste are not included in the scope of OJB's services. The Client shall be solely responsible for, and shall release, indemnify, and defend OJB from and against all liability arising out of, the existence, identification, removal, containment, and/or abatement of asbestos, lead paint, toxic substances and/or hazardous waste (including those substances or conditions which affect or are alleged to affect indoor air quality) in connection with the Project.

13. INSURANCE. OJB shall maintain the following insurance for the duration of the Agreement, and provide Client with certificates of insurance evidence said coverage:

General Liability insurance policy written on an occurrence basis with policy limits of not less than 2,000,000 each occurrence and 4,000,000 aggregate.

Automobile Liability written on an occurrence basis covering all owned, rented, and non-owned vehicles operated by OJB with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage combined.

Workers' Compensation that is statutorily required, and employer's liability of not less than \$500,000 for each accident.

Professional Liability insurance which shall insure against liability arising from negligent errors or omissions of OJB in the performance of its services. The policy shall be written on a claims-made basis and shall have limits of not less than \$3,000,000 per claim and \$3,000,000 in the aggregate. OJB further agrees that it will maintain its Professional Liability insurance, which shall, at a minimum, have limits of not less than those set forth in this paragraph, on a continuous basis for five years following substantial completion. Such certificates shall provide for

thirty (30) days advance written notice to Client of cancellation, or reduction of coverage or non-renewal.

14. STANDARD OF CARE. OJB shall perform its services consistent with the professional skill and care ordinarily provided by design professionals practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care"). OJB shall perform its services so as to facilitate the orderly progress of the work in a manner which is consistent with the Project schedule, and in such a manner as to cause no delay or disruption in the Work. OJB shall, pursuant to this Standard of Care, perform its services in accordance with applicable laws, codes and regulations.

15. PROFESSIONAL CREDIT. Client shall provide professional credit to OJB in the Client's promotional materials or media submissions for the Project and shall not use any of OJB's documents, renderings or drawings in such materials or submissions without OJB's approval. To this end, at such time as one or more renderings produced by OJB are adopted by the Client as images of the Project for public presentations or other distribution, Client agrees to include on any reproductions furnished to public authorities, media consultants or the media, a legend including OJB's complete name and logo, such that subsequent reproductions in the media will be more likely to include attribution of the design to OJB. This Section shall survive termination of the Agreement.

16. MISCELLANEOUS PROVISIONS. The Agreement and incorporated exhibits represent the complete and integrated agreement between the parties; supersedes all prior agreements between the parties relating to the project; may be amended only in writing; is binding upon the parties, their successors, assigns, and legal representatives; and shall be interpreted and governed in accordance with the laws of the State of Texas. Neither party shall assign the Agreement without the written consent of the other. All payment, liability, dispute resolution, release and indemnification provisions and other obligations of the parties under the Agreement that could reasonably be expected to be exercised after the expiration or sooner termination of the Agreement shall survive such expiration or sooner termination. The Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which, together, shall constitute one and the same instrument.