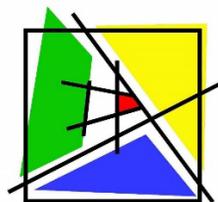


midtown
H O U S T O N

**MPC
BOARD OF DIRECTORS
MEETING
FEBRUARY 10, 2026**



midtown

**MIDTOWN PARKS CONSERVANCY
(MPC)**

TO: THE BOARD OF DIRECTORS OF MIDTOWN PARKS CONSERVANCY AND TO ALL OTHER INTERESTED PERSONS:

Notice is hereby given that the Board of Directors of the Midtown Parks Conservancy ("MPC") will hold a regular meeting, open to the public, on **Tuesday, February 10, 2026 at 12:00 P.M.** via- <https://midtownhouston.com/event/mpc-board-meeting-feb-2026/>

and join as a participant to consider and take action upon the following matters. The Board of Directors of MPC will (i) consider, present, and discuss orders, resolutions or motions; (ii) adopt and approve such orders, resolutions or motions; and (iii) take other direct or indirect actions as may be necessary, convenient or desirable, with respect to the following matters:

AGENDA

- I. Call to Order
- II. Consent Agenda
 - a) Minutes of MPC Board Meeting for August 12, 2025
 - b) Profit & Loss Statement (December 31, 2025)
 - c) Balance Sheet (December 31, 2025)
 - d) Listing of Checks {Wells Fargo Account (December 31, 2025)}
- III. Financial Matters
 - a) Overview of budget to actuals: January - December 31, 2025
 - b) Budget for 2026
 - c) Audit Report & 990 for the year January – December 31, 2024
- IV. Events & Programming Reports
 - a) Midtown, Bagby, Baldwin, & Glover Parks
- V. Communications
 - a) Social Media Platforms & PR

VI. Maintenance (combined report)

- a) Midtown & Bagby Parks; Midtown Park Plaza
- b) COH; Baldwin & Glover Parks
- c) Midtown Park Parking Garage
- d) Overall District, Legacy Projects & New Improvements

VII. Security - S.E.A.L. Security Solutions, L.L.C.

- a) Midtown & Bagby Parks

VIII. Midtown Park Parking Garage - WinPark

IX. CIP Update

X. Legal Matters/Contracts, Etc. Update

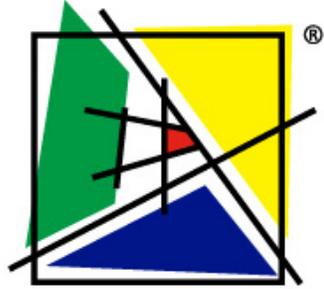
- a. Assignment of Maintenance Agreement Between MRA and MPC

XI. Other Matters

XII. Adjourn

Vernon E. Williams

Vernon E. Williams, /VEW/
Chief Operating Officer



midtown
H O U S T O N

CONSENT AGENDA

DRAFT

**MIDTOWN IMPROVEMENT AND DEVELOPMENT CORPORATION
DBA MIDTOWN PARKS CONSERVANCY**

MINUTES OF THE BOARD OF DIRECTORS MEETING

August 12, 2025

A meeting of the Board of Directors (the “Board”) of Midtown Parks Conservancy (“MPC”) was held on Tuesday, August 12, 2025, at 12:00 p.m., via video and telephonic conferencing. 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	Abe Goren	4	Willie Coleman
2	William R. Franks	5	Vacant
3	Matt Thibodeaux		

and all of the above were present except Director Franks.

In attendance were Midtown Redevelopment Authority (“MRA”) staff members Kandi Schramm, Vernon Williams, Kayler Williams, David Thomas, Jeremy Rocha, and Madison Walkes; MPC staff members Mechelle Phillips and Amaris Salinas; Cynthia Alvarado, Chrystal Davis, Chandler Snipe, Sharita Bohanna and Jaime Giraldo of the Midtown Management District (“MMD”); Jaily Moss of Winpark; Erica Rocha of S.E.A.L. Security Solutions L.L.C.; Melissa Morton of The Morton Accounting Services; Mary Buzak of Bracewell LLP, and Bob Sellingsloh of Wulfe & Co.

Director Goren called the meeting to order.

BOARD MEMBER COMMENTS

Director Goren noted that Director Franks will be stepping down from the Board and thanked Director Franks for his leadership, active participation, and commitment to collaboration, which have all contributed to MPC’s success.

CONSENT AGENDA

- A) **MINUTES OF MPC BOARD MEETING FOR MAY 13, 2025**
- B) **PROFIT & LOSS STATEMENT (JUNE 2025)**
- C) **BALANCE SHEET (JUNE 2025)**
- D) **LISTING OF CHECKS - WELLS FARGO ACCOUNT (JUNE 30, 2025)**

Vernon Williams, Chief Operating Officer, presented the Consent Agenda.

Director Coleman made a motion to approve the Consent Agenda as presented. The motion was seconded by Director Thibodeaux and carried by unanimous vote.

FINANCIAL MATTERS

A) OVERVIEW OF CURRENT FINANCIALS THROUGH JUNE 30, 2025

Melissa Morton of The Morton Accounting Services presented an overview of MPC's financials through June 30, 2025. At the beginning of March, MPC's Operating Fund Balance was \$349,030. MPC received a total of \$1,489,372 in revenue from MMD's monthly maintenance reimbursement (\$198,532) and MRA's annual contribution for maintenance and unreimbursed salaries (\$1,187,709). MPC processed \$893,761 in disbursements, most of which related to payments for maintenance expenses and professional services expenses.

The ending fund balance as of June 30, 2025, was \$944,641.

B) AUDIT 2024

Ms. Morton reported that Carr, Riggs & Ingram L.L.C. is in the process of finalizing MPC's FY 2024 audit, which will be circulated to the Board for review and presented at the next Board meeting.

EVENTS & PROGRAMMING REPORTS

A) MIDTOWN, BAGBY, BALDWIN & GLOVER PARKS

Mechelle Philips, Event Director, provided an overview of parks programming for the second quarter of 2025, including programs and events hosted by MPC, third party events and photo opportunities for visitors and attendance statistics.

COMMUNICATIONS

A) GENERAL & SOCIAL MEDIA PLATFORMS

Madison Walkes, Sr. Marketing & Communications Manager, presented summaries of the April and June marketing reports for MPC, as well as MRA and MMD, including statistics related to the various social media platforms that overall reflect consistent output and growing community interest in public art, local events, and neighborhood storytelling.

MAINTENANCE (COMBINED REPORT)

A) MIDTOWN & BAGBY PARKS; MIDTOWN PARK PLAZA

B) COH: BALDWIN & GLOVER PARKS

C) MIDTOWN PARK PARKING GARAGE

D) OVERALL DISTRICT, LEGACY PROJECTS & NEW IMPROVEMENTS

Jeremy Rocha, MRA's Sr. Manager of Engineering and Facilities, provided a summary of maintenance team operations to ensure the assets maintained by MPC are operational and the green spaces are functioning.

Midtown Park Infrastructure, including the Midtown Park plaza and garage

- Midtown Park mowing and trash pickup service is scheduled weekly on Thursdays and Fridays.
- Bayou and fountain maintenance cleaning and trash pickup is scheduled every Thursday.
- The repair and equipment for the fountain is ongoing and expected to be completed in the third quarter of 2025.
- Midtown Park garage exhaust system repairs were completed in the third quarter of 2025.
- Repairs to the drinking fountain near the dog park were completed in the second quarter of 2025.
- Midtown Park garage elevator core glass repairs are ongoing. A replacement panel has been ordered and installation is expected in the third quarter of 2025.
- Installation of a wi-fi connection at Midtown Park is ongoing and expected to be completed in the fourth quarter of 2025.

Bagby Park Infrastructure, including dog park & kiosk

- Bagby Park mowing and trash pickup service is scheduled weekly on Tuesdays.
- Bagby Park fountain maintenance cleaning and trash pickup is scheduled every Thursday.
- Repairs to the fountain equipment were completed in the third quarter of 2025.
- Replacement of the drinking fountain was completed in the third quarter of 2025.

Overall District, Legacy Projects & New Improvements

- Staff continues to coordinate with the service maintenance team for lawn service, trash service and irrigation system repairs as needed.
- Updates to the irrigation system and replanting along the Pierce/Brazos portal into Midtown are ongoing and expected to be completed in the third quarter of 2025.
- Main Street irrigation system repairs are ongoing. The section from McGowen to Holman was completed in the third quarter of 2025, and completion of the remaining sections is expected in the fourth quarter of 2025.
- The Elgin Street replanting refresh project was completed in the third quarter of 2025.

COH-Owned Parks

- Baldwin Park and Glover Park mowing and trash pickup is scheduled on Wednesdays and Thursdays.
- Replacement of the drinking fountain, BBQ pits and trash cans at Baldwin Park was completed in the third quarter of 2025.
- The Baldwin Park surfaces were power washed in the second quarter of 2025.
- The Glover Park lighting update/refurbishment project is ongoing while the vendor identifies replacements for discontinued fixtures and is expected to be completed in the first quarter of 2026.

- The City of Houston will remove one dead pecan tree at Glover Park. This project is expected to be completed in the third quarter of 2025.

Office Buildings

- The 402 and 410 Pierce roof seal coating project was completed in the second quarter of 2025.
- The 402 and 410 Pierce HVAC update and refurbishment is 85% complete and is expected to be complete in the fourth quarter of 2025.
- The 402 and 410 Pierce water meter reconfiguration project was completed in the second quarter of 2025.
- The 402 and 410 Pierce elevator repairs/refurbishment project is ongoing. The initial repairs were completed in the third quarter of 2025, and the remaining repairs are expected to be complete in the fourth quarter of 2025.
- Building system assessments to aid the maintenance team with categorizing and prioritizing future building maintenance needs are ongoing.

Upcoming Projects

- Staff intends to engage an elevator maintenance vendor to ensure operational functionality the 402 and 410 Pierce elevators.
- The project to refresh hardscape and softscape landscaping elements along Bagby Street and Main Street and at Midtown Park and Bagby Park will bring landscaping elements back to baseline conditions.

SECURITY – S.E.A.L. SECURITY SOLUTIONS L.L.C.

Jaime Giraldo, Director of Public Safety, introduced Sharita Bohanna, Public Safety Administrative Coordinator and gave a brief report on items relating to the unhoused population in Midtown, including the City of Houston's civility ordinance and an interlocal agreement between MRA and The Harris Center of Mental Health and IDD to deliver behavioral health support, clinical engagement, case management, and care coordination services to unhoused individuals within Midtown.

A) MIDTOWN & BAGBY PARKS

Erica Rocha, Vice President of S.E.A.L. Security L.L.C., presented a summary of the documented incidents during January – July 2025, including park rules violations, information requests, assistance requests, suspicious persons activity reports, EMS/HFD/HPD calls, property damage/defacing reports and suspicious loitering activity reports.

Ms. Rocha also noted that an additional officer is patrolling Bagby Park as an added presence in the park.

MIDTOWN PARK PARKING GARAGE – WINPARK

Jailyn Moss of Winpark presented the parking garage operations summary for 2025, which includes the addition of new monthly contracts and efforts to identify new prospective monthly tenants for the garage through marketing on Facebook and Google as well as coordinating with clubs, restaurants and car dealerships in Midtown to discuss their parking needs and boost community awareness of the garage as a parking option for local businesses.

Ms. Moss also gave a brief update of the Lighting Pay technology implemented at the garage, which allows garage users to pay for parking via QR codes located throughout the garage.

CIP UPDATE

Director Thibodeaux reported that all new capital improvement projects are currently on hold with the City of Houston.

LEGAL MATTERS/CONTRACTS, ETC. UPDATE

No report was provided on this item.

OTHER MATTERS

Bob Sellingsloh of Wulfe & Co. reported that MRA's lease with La Calle, LLC for the Bagby Park kiosk has been extended for an additional four years.

ADJOURN

There being no further business, the meeting was adjourned.

Matt Thibodeaux, Secretary

Date



**Midtown Park Conservancy
Financial Report Summary
February Board Meeting
Tuesday, February 10, 2026**

At the beginning of July, the Midtown Park Conservancy (MPC) beginning Operating Fund Balance was \$944,641. MPC received a total of \$556,152 in revenue, mainly from Midtown Management District's monthly reimbursement from the maintenance of Legacy and New Improvement locations (\$333,853) and Midtown Redevelopment Authority for Tenant rental income, Kiosk rental income and reimbursement for expenses (\$166,652). During the period, MPC processed \$1,161,936 in disbursements during the period. The majority of the disbursements (69%) related to payments for Maintenance expenses (\$533,498) and Professional Services expenses (\$268,740). The largest spending in these category going towards – The main cost drivers of Maintenance expenses were towards Landscaping (\$199,528) and Irrigation Repairs (\$156,068). The main cost drivers for Professional Services expenses were Security costs associated with the parks and garage (\$151,617). The ending Fund Balance as of month end December 31, 2025 was \$338,857. See attached financial statements on page 2-12.

MIDTOWN IMPROVEMENT AND DEVELOPMENT CORP Profit & Loss Budget vs. Actual

Accrual Basis

January through December 2025

	Jan - Dec 25	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
40005 · Unrestricted Income			
40010 · Contributions			
40015 · MRA Semi-Annual Contributions	1,789,962.05	1,725,009.00	64,953.05
Total 40010 · Contributions	1,789,962.05	1,725,009.00	64,953.05
40050 · Lease Income			
40051 · Kiosk Lease Income	50,261.82	46,100.00	4,161.82
40050 · Lease Income - Other	199,233.71	215,800.00	-16,566.29
Total 40050 · Lease Income	249,495.53	261,900.00	-12,404.47
40150 · Parking Revenue			
40151 · Parking Midtown Garage Revenue	27,002.51	70,000.00	-42,997.49
Total 40150 · Parking Revenue	27,002.51	70,000.00	-42,997.49
40200 · Park Rental Revenue			
40201 · Bagby Park	2,200.00	30,000.00	-27,800.00
40202 · Midtown Park	36,885.00	45,000.00	-8,115.00
Total 40200 · Park Rental Revenue	39,085.00	75,000.00	-35,915.00
40500 · Investments			
40501 · Interest-Checking	29,152.51	10,000.00	19,152.51
Total 40500 · Investments	29,152.51	10,000.00	19,152.51
Total 40005 · Unrestricted Income	2,134,697.60	2,141,909.00	-7,211.40
41000 · Restricted Income			
41001 · MMD Contributions	289,236.29	675,000.00	-385,763.71
Total 41000 · Restricted Income	289,236.29	675,000.00	-385,763.71
Total Income	2,423,933.89	2,816,909.00	-392,975.11
Gross Profit	2,423,933.89	2,816,909.00	-392,975.11
Expense			
60000 · Operating Expenses			
60500 · Employee Related Expenses			
60501 · Salaries	789,962.05	725,009.00	64,953.05
Total 60500 · Employee Related Expenses	789,962.05	725,009.00	64,953.05
60550 · Professional Services			
60551 · Accounting Services	66,710.97	75,000.00	-8,289.03
60552 · Audit & Tax Fees	19,200.00	22,000.00	-2,800.00
60580 · Bank Fees	2,840.03	500.00	2,340.03
60583 · IT Services	1,258.75	0.00	1,258.75
60584 · Legal Fees	33,980.00	42,000.00	-8,020.00
60590 · Security			
60591 · Security - Bagby Park	5,574.24	9,000.00	-3,425.76
60594 · Security - Midtown Park	195,614.64	140,000.00	55,614.64
60595 · Security - Midtown Garage	116,978.31	215,000.00	-98,021.69
Total 60590 · Security	318,167.19	364,000.00	-45,832.81
60610 · Web Hosting	18,449.41	500.00	17,949.41
60621 · Parking Garage Mgmt	26,170.35	70,000.00	-43,829.65
60622 · Maintenance Dept. Staff Support	9,728.19	8,000.00	1,728.19
60623 · Communications Consultants	24,523.11	48,000.00	-23,476.89
60630 · Park Cleaning Services			
60632 · Midtown Park	8,320.00	9,600.00	-1,280.00
Total 60630 · Park Cleaning Services	8,320.00	9,600.00	-1,280.00

MIDTOWN IMPROVEMENT AND DEVELOPMENT CORP
Profit & Loss Budget vs. Actual

Accrual Basis

January through December 2025

	Jan - Dec 25	Budget	\$ Over Budget
60640 · Event Planner/Consultants	0.00	15,000.00	-15,000.00
Total 60550 · Professional Services	529,348.00	654,600.00	-125,252.00
60750 · Office Administrative Expenses			
60752 · Software Subscriptions	6,160.42	2,000.00	4,160.42
60761 · Permits & Licenses			
60762 · Permits/Licenses - Bagby Park	2,746.18	1,350.00	1,396.18
60763 · Permits/Licenses - Baldwin Park	0.00	50.00	-50.00
60765 · Permits/Licenses - Midtown Park	438.14	3,600.00	-3,161.86
Total 60761 · Permits & Licenses	3,184.32	5,000.00	-1,815.68
60770 · Postage, Mailing Service	308.54	0.00	308.54
60772 · Office Supplies	6,118.24	4,000.00	2,118.24
60774 · Staff Meetings	0.00	2,000.00	-2,000.00
Total 60750 · Office Administrative Expenses	15,771.52	13,000.00	2,771.52
60800 · Office Facility Costs			
60801 · Computer Equipment	23,112.47	9,000.00	14,112.47
60802 · Communication Services	10,615.69	10,000.00	615.69
60804 · Office Equipment Rental	3,731.32	4,000.00	-268.68
60805 · Equipment & Furniture	0.00	5,000.00	-5,000.00
60820 · Office Rent	914.21	1,000.00	-85.79
60830 · Utilities			
60831 · Irrigation Systems-Water Bills			
60832 · Water Bill - Midtown Park	1,552.23	15,000.00	-13,447.77
60833 · Water Bill - Bagby Street	4,713.77	40,000.00	-35,286.23
60834 · Water Bill - Elgin Street	5,263.47	11,000.00	-5,736.53
60835 · Water Bill - McGowen Street	218.31	1,000.00	-781.69
60836 · Water Bill - Entry Plaza	2,164.79	7,500.00	-5,335.21
60837 · Water Bill - Holman Street	11,021.57	13,000.00	-1,978.43
60839 · Water Bill - Metro Median/Main	3,126.93	8,000.00	-4,873.07
60840 · Water Bill - Bagby Park	8,740.95	7,000.00	1,740.95
60843 · Water Bill - Caroline Street	20,792.79	30,000.00	-9,207.21
Total 60831 · Irrigation Systems-Water Bills	57,594.81	132,500.00	-74,905.19
60850 · Electricity			
60851 · Electricity - Midtown Park	73,193.54	47,000.00	26,193.54
60852 · Electricity - Bagby Park	18,901.41	22,000.00	-3,098.59
60854 · Electricity - Bagby Street	2,408.84	5,000.00	-2,591.16
60858 · Electricity - Holman Street	1,787.82	2,000.00	-212.18
60859 · Electricity - Entry Portals	69.30	500.00	-430.70
60860 · Electricity - Metro Median/Main	9,592.30	11,000.00	-1,407.70
Total 60850 · Electricity	105,953.21	87,500.00	18,453.21
Total 60830 · Utilities	163,548.02	220,000.00	-56,451.98
Total 60800 · Office Facility Costs	201,921.71	249,000.00	-47,078.29
60880 · Equipment Rental (Non-Office)			
60881 · Equipment Rental - Midtown Park	12,116.00	13,000.00	-884.00
Total 60880 · Equipment Rental (Non-Office)	12,116.00	13,000.00	-884.00
60890 · Depreciation Expense	0.00	4,700.00	-4,700.00
60900 · Training, Education & Conferenc			
60902 · Conferences & Conventions	3,571.41	3,000.00	571.41
Total 60900 · Training, Education & Conferenc	3,571.41	3,000.00	571.41
60915 · Travel			
60916 · Travel Expense	22,791.50	10,000.00	12,791.50
60917 · Transportation/Mileage	6,849.08	15,000.00	-8,150.92
Total 60915 · Travel	29,640.58	25,000.00	4,640.58

No assurance is provided on these financial statements

MIDTOWN IMPROVEMENT AND DEVELOPMENT CORP
Profit & Loss Budget vs. Actual

Accrual Basis

January through December 2025

	Jan - Dec 25	Budget	\$ Over Budget
60930 · Insurance			
60931 · Commerical General Liability	40,644.88	35,000.00	5,644.88
60932 · Directors & Officers - Insuranc	1,622.00		
Total 60930 · Insurance	42,266.88	35,000.00	7,266.88
60940 · Pest Control			
60941 · Pest Control - Bagby Park	5,231.07	6,500.00	-1,268.93
60942 · Pest Control - Mditown Park	12,114.85	13,000.00	-885.15
60943 · Pest Control - Bagby Street	3,003.06	2,880.00	123.06
Total 60940 · Pest Control	20,348.98	22,380.00	-2,031.02
60950 · Miscellaneous Expenses			
60951 · Miscellaneous Expenses	60.81		
Total 60950 · Miscellaneous Expenses	60.81		
60960 · Maintenance Expenses			
60961 · Artwork			
60962 · Artwork- Midtown Park	0.00	1,000.00	-1,000.00
Total 60961 · Artwork	0.00	1,000.00	-1,000.00
60970 · Fountains			
60971 · Fountains - Midtown Park	71,574.77	70,000.00	1,574.77
60972 · Fountains - Bagby Park	19,128.23	30,000.00	-10,871.77
Total 60970 · Fountains	90,703.00	100,000.00	-9,297.00
61020 · Irrigation Systems Repairs			
61021 · Irrigation Repairs - Midtown Par	19,763.05	36,000.00	-16,236.95
61022 · Irrigation Repairs - Bagby St.	14,016.00	39,000.00	-24,984.00
61023 · Irrigation Repairs - Elgin St.	359.88	2,000.00	-1,640.12
61024 · Irrigation Repairs - McGowen St	0.00	4,000.00	-4,000.00
61026 · Irrigation Repairs -Holman St.	3,766.87	1,000.00	2,766.87
61027 · Irrigation Repairs - Entry Port	1,216.11	6,500.00	-5,283.89
61028 · Irrigation Repairs - Metro Medi	148,869.09	1,000.00	147,869.09
61029 · Irrigation Repairs - Bagby Park	21,581.60	19,000.00	2,581.60
61032 · Irrigation Repairs -Caroline St	7,018.47	16,500.00	-9,481.53
Total 61020 · Irrigation Systems Repairs	216,591.07	125,000.00	91,591.07
61036 · Irrigation System Supplies			
61037 · Irrigation Supplies	937.78		
Total 61036 · Irrigation System Supplies	937.78		
61040 · Landscaping			
61041 · Landscaping - Midtown Park	48,973.90	0.00	48,973.90
61042 · Landscaping - Bagby Park	15,108.10	0.00	15,108.10
61043 · Landscaping - Gray Street	33,480.00	0.00	33,480.00
61045 · Landscaping - Bagby Street	71,594.94	0.00	71,594.94
61046 · Landscaping - Elgin Street	19,800.00	0.00	19,800.00
61047 · Landscaping - McGowen St.	12,860.00	0.00	12,860.00
61048 · Landscaping - Entry Plaza	18,849.14	0.00	18,849.14
61049 · Landscaping - Holman St.	24,320.00	0.00	24,320.00
61050 · Landscaping - Entry Portals	37,200.00	0.00	37,200.00
61051 · Landscaping - Metro Median/Main	89,280.00	0.00	89,280.00
61052 · Landscaping - Caroline Street	74,371.80	0.00	74,371.80
61040 · Landscaping - Other	0.00	554,200.00	-554,200.00
Total 61040 · Landscaping	445,837.88	554,200.00	-108,362.12
61100 · Street Furniture			
61101 · Street Furniture - Midtown Park	0.00	2,000.00	-2,000.00
61102 · Street Furniture - Bagby Park	0.00	1,000.00	-1,000.00
61105 · Street Furniture - Bagby Street	0.00	2,000.00	-2,000.00
Total 61100 · Street Furniture	0.00	5,000.00	-5,000.00

No assurance is provided on these financial statements

MIDTOWN IMPROVEMENT AND DEVELOPMENT CORP

Profit & Loss Budget vs. Actual

Accrual Basis

January through December 2025

	Jan - Dec 25	Budget	\$ Over Budget
61120 · Pavers			
61123 · Pavers - Gray Street	2,325.50		
61126 · Pavers - Elgin Street	800.00		
61127 · Pavers - McGowen St	800.00		
Total 61120 · Pavers	3,925.50		
61140 · Street Signs			
61150 · Street Signs - Other Streets	11,985.00		
Total 61140 · Street Signs	11,985.00		
61195 · Elevator	11,580.98	15,000.00	-3,419.02
61196 · HVAC	10,926.40	5,000.00	5,926.40
61210 · Equipment Repairs			
61211 · Equipment Repairs - Bagby Park	2,791.50	10,000.00	-7,208.50
61212 · Equipment Repairs -Midtown Park	59,478.57	50,000.00	9,478.57
Total 61210 · Equipment Repairs	62,270.07	60,000.00	2,270.07
61220 · Storage Rental	7,886.00	8,118.00	-232.00
61290 · Supplies & Tools			
61291 · Supplies/Tools - Legacy	1,044.66	250.00	794.66
61292 · Supplies/Tools -New Improvement	0.00	150.00	-150.00
61293 · Supplies/Tools - Other	3,990.46	3,600.00	390.46
Total 61290 · Supplies & Tools	5,035.12	4,000.00	1,035.12
61310 · Miscellaneous Maintenance Exp			
61311 · Misc. Maintenance - Bagby Park	0.00	18,000.00	-18,000.00
61312 · Misc. Maintenance -Midtown Park	28,770.80	83,000.00	-54,229.70
61313 · Misc. Maintenance - Other	598.87	20,000.00	-19,401.13
Total 61310 · Miscellaneous Maintenance Exp	29,369.17	121,000.00	-91,630.83
61900 · Property Management			
61901 · Pierce Street Buldings	76,094.24	20,000.00	56,094.24
Total 61900 · Property Management	76,094.24	20,000.00	56,094.24
Total 60960 · Maintenance Expenses	973,142.21	1,018,318.00	-45,175.79
Total 60000 · Operating Expenses	2,618,150.15	2,763,007.00	-144,856.85
62000 · Non Operating Expenses			
62050 · Program Expenses			
62027 · Security - Events	0.00	1,500.00	-1,500.00
62028 · Marketing/Advertising/Promotion	17,558.56	15,000.00	2,558.56
62030 · Miscellaneous Program Expense	5,645.52	2,000.00	3,645.52
62031 · Testing & Setup	27,475.00	2,000.00	25,475.00
62032 · Equipment - Events	934.99	8,000.00	-7,065.01
62060 · Events			
62061 · Events - Bagby Park	68,042.06	30,000.00	38,042.06
62062 · Events - Baldwin Park	4,172.50	2,500.00	1,672.50
62063 · Events - Glover Park	0.00	3,000.00	-3,000.00
62064 · Events - Midtown Park	23,678.16	25,000.00	-1,321.84
62060 · Events - Other	9,064.87		
Total 62060 · Events	104,957.59	60,500.00	44,457.59
Total 62050 · Program Expenses	156,571.66	89,000.00	67,571.66
Total 62000 · Non Operating Expenses	156,571.66	89,000.00	67,571.66
Total Expense	2,774,721.81	2,852,007.00	-77,285.19
Net Ordinary Income	-350,787.92	-35,098.00	-315,689.92
Net Income	-350,787.92	-35,098.00	-315,689.92

No assurance is provided on these financial statements

MIDTOWN IMPROVEMENT AND DEVELOPMENT CORP
Balance Sheet Prev Year Comparison

Accrual Basis

As of December 31, 2025

	Dec 31, 25	Dec 31, 24	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
10000 · Cash	338,857.46	576,947.91	-238,090.45	-41.3%
Total Checking/Savings	338,857.46	576,947.91	-238,090.45	-41.3%
Accounts Receivable				
12000 · Accounts Receivable	176,502.91	214,097.39	-37,594.48	-17.6%
Total Accounts Receivable	176,502.91	214,097.39	-37,594.48	-17.6%
Other Current Assets				
12200 · Prepaid Expense	0.00	174.24	-174.24	-100.0%
12300 · Reimbursable Expenses	1,212.09	1,698.82	-486.73	-28.7%
Total Other Current Assets	1,212.09	1,873.06	-660.97	-35.3%
Total Current Assets	516,572.46	792,918.36	-276,345.90	-34.9%
Fixed Assets				
15000 · Furniture and Equipment	21,886.67	21,886.67	0.00	0.0%
Total Fixed Assets	21,886.67	21,886.67	0.00	0.0%
Other Assets				
18600 · Other Assets	0.00	94,000.00	-94,000.00	-100.0%
Total Other Assets	0.00	94,000.00	-94,000.00	-100.0%
TOTAL ASSETS	538,459.13	908,805.03	-370,345.90	-40.8%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
20000 · Accounts Payable	177,191.72	208,424.84	-31,233.12	-15.0%
Total Accounts Payable	177,191.72	208,424.84	-31,233.12	-15.0%
Credit Cards				
21000 · WF Credit Card #2419	3,419.56	3,869.49	-449.93	-11.6%
Total Credit Cards	3,419.56	3,869.49	-449.93	-11.6%
Other Current Liabilities				
23000 · Short-Term Liabilities	17,729.96	5,804.89	11,925.07	205.4%
23200 · Accrued Expense	3,374.24	3,000.00	374.24	12.5%
Total Other Current Liabilities	21,104.20	8,804.89	12,299.31	139.7%
Total Current Liabilities	201,715.48	221,099.22	-19,383.74	-8.8%
Total Liabilities	201,715.48	221,099.22	-19,383.74	-8.8%
Equity				
32000 · Unrestricted Net Assets	687,705.81	650,764.38	36,941.43	5.7%
Net Income	-350,962.16	36,941.43	-387,903.59	-1,050.1%
Total Equity	336,743.65	687,705.81	-350,962.16	-51.0%
TOTAL LIABILITIES & EQUITY	538,459.13	908,805.03	-370,345.90	-40.8%

No assurance is provided on these financial statements

MIDTOWN IMPROVEMENT AND DEVELOPMENT CORP Check Register

As of December 31, 2025

Accrual Basis

Type	Date	Num	Name	Memo	Amount
Aug - Dec 25					
Check	08/05/2025	ACH	PUBLIC STORAGE		-415.00
Check	08/05/2025	ACH	PUBLIC STORAGE	MPC STORAGE UNIT PAYMENT FOR UNIT#A332 - AUGUST 2025	-451.00
Bill Pmt -Check	08/06/2025	6066	Ayden William Trejo	DJ Services - TYT August Music August 2025	-300.00
Bill Pmt -Check	08/06/2025	6067	BAKER'S SAFE & LOCK CO., INC.	402/410 Building Standard Keys Look Alike July 2025	-15.00
Bill Pmt -Check	08/06/2025	6068	Midtown Redevelopment Authority	CPA Services - April, May and June 2025 CPA Services	-25,133.19
Bill Pmt -Check	08/06/2025	6069	Morgan Newton	Event Support July 29, 2025	-50.00
Bill Pmt -Check	08/06/2025	6070	Pop Shop America	Citrus Stamped Tea Towels/Napkins Workshop August 2025	-1,508.44
Bill Pmt -Check	08/06/2025	6071	Winpark Management, LLC	Midtown Park's Parking Garage Operating Expenses -May 2025	-3,749.13
Bill Pmt -Check	08/06/2025	6072	Zaladium Analytics LLC	Video Monitoring 07/01/2025 - 07/31/2025 Bagby Park Monitoring Fee- including off-ho...	-650.00
Bill Pmt -Check	08/08/2025	ACH	City of Houston-Water Dept. {Travis}	2905 Travis St Midtown Park Water bill acct# 4328-7435-7078 JULY 2025	-130.29
Bill Pmt -Check	08/08/2025	ACH	City of Houston-Water Dept. {Legas...	402 PIERCE Water bill acct#5101-6570-6357 JULY 2025	-845.89
Bill Pmt -Check	08/08/2025	ACH	City of Houston-Water Dept. {Legas...	410 PIERCE Water bill acct#5101-6480-7743 JULY 2025	-692.29
Bill Pmt -Check	08/13/2025	6073	Blue Triton Brands Inc.	06.25.2025 - 07.24.2025	-372.93
Bill Pmt -Check	08/13/2025	6074	DEWAYNE MARTIN, JR	MPC Events and Programs August 2025	-275.00
Bill Pmt -Check	08/13/2025	6075	Dj Mav Holdings	Movie Night July 2025	-2,100.00
Bill Pmt -Check	08/13/2025	6076	Fit Lifestyle Enterprise LLC	August 9, 2025 Classes	-400.00
Bill Pmt -Check	08/13/2025	6077	Green Team Services		-1,700.00
Bill Pmt -Check	08/13/2025	6078	Padron & Co	MPC Marketing Retainer August 2025	-1,500.00
Bill Pmt -Check	08/13/2025	6079	J&A PLUMBING	MIDTOWN PARK: Flush Valve Repair {materials&repairs}; June 2025	-505.00
Bill Pmt -Check	08/13/2025	6080	KILGORE Industries, LP	Commercial Plumbing Service Call 06.25.25	-2,766.05
Bill Pmt -Check	08/13/2025	6081	Lake Management Services LP		-15,640.48
Bill Pmt -Check	08/13/2025	6082	Medley Incorporated	Blogs and PR	-3,108.00
Bill Pmt -Check	08/13/2025	6083	MLN Service Company	Drinking Water Fountain Repairs July 2025	-1,063.78
Bill Pmt -Check	08/13/2025	6084	NEVA Corporation	HTC Repairs 410 Pierce St- August 2025	-362.25
Bill Pmt -Check	08/13/2025	6085	OSO promotions Inc.		-885.95
Bill Pmt -Check	08/13/2025	6086	Ramiro Delgado	Mileage 07.28.25 - 08.08.25	-126.70
Bill Pmt -Check	08/13/2025	6087	SEAL Security Solutions LLC		-1,321.25
Bill Pmt -Check	08/13/2025	6088	Sheldon Williams	Event Management - June - August 2025	-450.00
Bill Pmt -Check	08/13/2025	6089	SHINE UR LIGHT LLC	Event: Sound Meditation - July 16, 2025 @ Baldwin Park	-175.00
Bill Pmt -Check	08/13/2025	6090	Steven Smith	Expense Reimbursement: Mileage for District 07.28 - 08.08.2025	-91.00
Bill Pmt -Check	08/13/2025	6091	THR Enterprises, Inc dba JNE Gre...	Garbage (5) Pick-Ups JULY 2025	-800.00
Bill Pmt -Check	08/13/2025	6092	William Gregory Williams	July & August 2025	-337.50
Bill Pmt -Check	08/13/2025	6093	Construction ECO Service II, Inc.	{Material & Services}Monthly Landscape Maintenance July 2025	-1,584.28
Bill Pmt -Check	08/13/2025	6094	SEAL Security Solutions LLC	Security Officer with Vehicle 07.01.25 -07.31.25	-24,759.12
Bill Pmt -Check	08/13/2025	6095	Dj Mav Holdings	AV Team Hours July 2025	-2,450.00
Bill Pmt -Check	08/19/2025	6096	WELLS FARGO {CC}		-8,392.77
Bill Pmt -Check	08/20/2025	6097	Antonio Munoz Gonzalez	August 2025 Contract Maint	-833.69
Bill Pmt -Check	08/20/2025	6098	CENTERPOINT ENERGY	VOID: 410 Pierce St Gas Charges- August 2025	0.00
Bill Pmt -Check	08/20/2025	6099	Holders Pest Solutions		-1,112.78
Bill Pmt -Check	08/20/2025	6100	KILGORE Industries, LP	HVAC Service Call 06.03.2025	-2,202.60
Bill Pmt -Check	08/20/2025	6101	Landscape Art, Inc.	Bagby Street Tree Removal- May 2025	-6,820.98
Bill Pmt -Check	08/20/2025	6102	Megan Kingsley	Park Program Staff - July & August 2025	-250.00
Bill Pmt -Check	08/20/2025	6103	Morgan Newton	Event Support August 5, 2025	-100.00
Bill Pmt -Check	08/20/2025	6104	PopLife Popping Co.	AUGUST 2025 @ Bagby Park {Goodie Bags}	-200.00
Bill Pmt -Check	08/20/2025	6105	SHINE UR LIGHT LLC	Event: Sound Meditation - August 13, 2025 @ Baldwin Park	-175.00
Bill Pmt -Check	08/20/2025	6106	Winpark Management, LLC	Midtown Park's Parking Garage Operating Expenses -June 2025	-71.67
Bill Pmt -Check	08/26/2025	6107	Comcast	Ethernet August 2025	-1,505.73
Bill Pmt -Check	08/26/2025	6108	COMCAST BUSINESS	-Account #8777703332913170 {Mitown Park Phones Lines} Service - AUG 13 - SEP...	-313.60
Bill Pmt -Check	08/26/2025	6109	Lake Management Services LP	Rain Fountain Weekly Maintenance August 2025	-5,233.00
Bill Pmt -Check	08/26/2025	6110	Megan Kingsley	Park Program Staff - August 2025	-175.00
Bill Pmt -Check	08/26/2025	6111	Ramiro Delgado	Mileage 08.11.25 - 08.22.25	-125.30
Bill Pmt -Check	08/26/2025	6112	Robert K Hall	Midtown Park on Travis - 2 Gates Near Main Street - August 2025	-1,150.00
Bill Pmt -Check	08/26/2025	6113	Steven Smith	Expense Reimbursement: Mileage for District 08.11 - 08.15.2025	-52.50
Bill Pmt -Check	08/27/2025	ACH	City of Houston-Water Dept. {Travis}	2905 Travis St Midtown Park Water bill acct# 4328-7435-7078 AUGUST 2025	-130.29
Bill Pmt -Check	08/27/2025	ACH	City of Houston-Water Dept. {Legas...	402 PIERCE Water bill acct#5101-6570-6357 AUGUST 2025	-174.73
Bill Pmt -Check	08/27/2025	ACH	RELIANT (Midtown Park)	ELECTRICAL BILL (2911 Travis St MIDTOWN PARK) - AUGUST 2025	-7,529.41
Bill Pmt -Check	08/29/2025	ACH	RELIANT (New Improvement)	ELECTRICAL BILL 500 1/2 ELGIN ST--New Improvement Projects--AUG	-5.94
Bill Pmt -Check	08/29/2025	ACH	RELIANT (New Improvement)	ELECTRICAL BILL 902 1/2 Isabella ST--New Improvement Projects AUG	-24.47
Bill Pmt -Check	08/29/2025	ACH	RELIANT (New Improvement)	ELECTRICAL BILL 920 1/2 Winbern ST--New Improvement Projects AUG	-28.09
Bill Pmt -Check	08/29/2025	ACH	RELIANT- {Holman St}	ELECTRICAL BILL (970 1/2 Holman St) -New Improvement Projects-- AUG	-39.53
Bill Pmt -Check	08/29/2025	ACH	RELIANT (New Improvement)	ELECTRICAL BILL 1551 1/2 Heiner St----New Improvement Projects--AUG	-6.08
Bill Pmt -Check	08/29/2025	ACH	RELIANT- {Holman St}	ELECTRICAL BILL 3500 Milam St} Holman St - ----New Improvement Projects--AUG	-33.37
Check	09/03/2025	ACH	PUBLIC STORAGE		-415.00
Check	09/03/2025	ACH	PUBLIC STORAGE	MPC STORAGE UNIT PAYMENT FOR UNIT#A332 - SEPTEMBER 2025	-451.00
Bill Pmt -Check	09/04/2025	ACH	RELIANT {Legacy}	ELECTRICAL BILL (415 Gray St) - Bagby Park- AUGUST	-1,111.86
Bill Pmt -Check	09/04/2025	ACH	RELIANT (New Improvement)	ELECTRICAL BILL 980 1/2 Hadley ST--New Improvement Projects-AUGUST	-66.94
Bill Pmt -Check	09/04/2025	ACH	RELIANT (New Improvement)	ELECTRICAL BILL 1010 1/2 Isabella ST--New Improvement Projects-AUGUST	-25.36
Bill Pmt -Check	09/04/2025	ACH	RELIANT (New Improvement)	ELECTRICAL BILL 1010 1/2 Webster ST--New Improvement Projects-AUGUST	-44.79
Bill Pmt -Check	09/04/2025	ACH	RELIANT- {Holman St}	ELECTRICAL BILL (1010 1/2 Winbern St) -New Improvement Projects AUGUST	-27.48
Bill Pmt -Check	09/04/2025	ACH	RELIANT (New Improvement)	ELECTRICAL BILL 1011 1/2 Drew ST--New Improvement Projects-AUGUST	-221.37
Bill Pmt -Check	09/04/2025	ACH	RELIANT- {Holman St}	ELECTRICAL BILL (1020 1/2 Francis St) --New Improvement Projects AUGUST	-53.53
Bill Pmt -Check	09/04/2025	ACH	RELIANT (New Improvement)	ELECTRICAL BILL 1050 1/2 Anita ST--New Improvement Projects-AUGUST	-47.51
Bill Pmt -Check	09/04/2025	ACH	RELIANT- {Holman St}	ELECTRICAL BILL (1201 1/2 Holman St) -New Improvement Projects--AUGUST	-6.38
Bill Pmt -Check	09/04/2025	ACH	RELIANT- {Holman St}	ELECTRICAL BILL (1625 1/2 Holman St) -New Improvement Projects--ELECTRICAL ...	-23.56
Bill Pmt -Check	09/04/2025	ACH	RELIANT {Legacy}	ELECTRICAL BILL (2050 1/2 Brazos St) - Bagby Street--AUGUST	-120.34
Bill Pmt -Check	09/04/2025	ACH	City of Houston-Water Dept. {Main}	2401 CAROLINE ST Water bill acct#9000-1812-9016 JULY & AUGUST 2025	-1,396.22
Bill Pmt -Check	09/04/2025	ACH	City of Houston-Water Dept. {Main}	2402 CAROLINE ST Water bill acct#9000-1813-0014 JULY & AUGUST 2025	-2,156.92
Bill Pmt -Check	09/04/2025	ACH	City of Houston-Water Dept. {Main}	2211 MAIN 1/2 Water bill acct#4328-0203-4038 AUGUST 2025	-19.26
Bill Pmt -Check	09/04/2025	ACH	City of Houston-Water Dept. {Main}	2600 MAIN 1/2 Water bill acct#4328-0311-3047 AUGUST 2025	-11.70
Bill Pmt -Check	09/04/2025	ACH	City of Houston-Water Dept. {Main}	3011 MAIN 1/2 Water bill acct#4328-0203-5035 JULY & AUGUST 2025	-389.98
Bill Pmt -Check	09/04/2025	ACH	City of Houston-Water Dept. {Main}	4015 MAIN 1/2 Water bill acct#4328-0203-6033 AUGUST 2025	-19.26
Bill Pmt -Check	09/04/2025	ACH	City of Houston-Water Dept. {Holm...	811 Holman Street 1/2 ESPL Water bill acct# 9000-0236-8018 AUGUST 2025	-24.63
Bill Pmt -Check	09/04/2025	ACH	City of Houston-Water Dept. {Holm...	1300 Holman Street 1/2 B ESPL Water bill acct# 9000-0228-2011 AUGUST 2025	-2,272.03
Bill Pmt -Check	09/04/2025	ACH	City of Houston-Water Dept. {Holm...	1619 Holman Street 1/2 ESPL Water bill acct# 9000-0105-4015 AUGUST 2025	-11.49
Bill Pmt -Check	09/08/2025	ACH	City of Houston-Water Dept. {Legas...	410 PIERCE ST STE 355 Water bill acct#8599-0000-7013 07.01.25 - 09.30.25	-1,081.30
Bill Pmt -Check	09/10/2025	6114	ASCAP	Music performance licenses to publically play musuc in the Parks -	-315.56
Bill Pmt -Check	09/10/2025	6115	Ayden William Trejo	DJ Services - TYT Music September 2025	-300.00
Bill Pmt -Check	09/10/2025	6116	Blue Triton Brands Inc.	07.25.2025 - 08.24.2025	-201.96
Bill Pmt -Check	09/10/2025	6117	Dj Mav Holdings	AV Team Hours August 2025	-2,750.00
Bill Pmt -Check	09/10/2025	6118	FIRETRON, INC.	Misc Repair - Outside Tamper - September 2025	-1,339.00
Bill Pmt -Check	09/10/2025	6119	FOSTER FENCE LTD.	Broken Chain Repair - August 2025	-175.00
Bill Pmt -Check	09/10/2025	6120	Holders Pest Solutions		-731.27

MIDTOWN IMPROVEMENT AND DEVELOPMENT CORP Check Register

As of December 31, 2025

Accrual Basis

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	09/10/2025	6121	Houston Business Journal	Midtown Park & Bagby Park Landscape & Field Maintenance August 2025	-528.00
Bill Pmt -Check	09/10/2025	6122	Irene Valentin	Hispanic Heritage Month Mosaic DIY Art/Coasters- August 2025	-1,350.00
Bill Pmt -Check	09/10/2025	6123	Landscape Art, Inc.	Bagby Park Water Fountain July 2025	-8,307.00
Bill Pmt -Check	09/10/2025	6124	Meyerland Glass & Mirror Co	M & Q Broken Glass Elevator Vestibule July 2025	-4,241.11
Bill Pmt -Check	09/10/2025	6125	MLN Service Company	Troubleshoot all exhaust fans that are not running- belt replacements August 2025	-3,855.47
Bill Pmt -Check	09/10/2025	6126	Morgan Newton	Event Support August 13-15, 2025	-162.50
Bill Pmt -Check	09/10/2025	6127	Oakmont Maintenance & Rental	(2) Special Event Portable Restrooms; (1) Handicap Restroom (1) Hand Washing Statio...	-932.00
Bill Pmt -Check	09/10/2025	6128	Placer Labs, Inc	Platform Access	-13,000.00
Bill Pmt -Check	09/10/2025	6129	Ramiro Delgado		-138.05
Bill Pmt -Check	09/10/2025	6130	Schindler Elevator Corporation	Preventative Maintenance 08.01.2025 - 07.31.2026	-7,200.00
Bill Pmt -Check	09/10/2025	6131	SEAL Security Solutions LLC	Security Officer with Vehicle 06.18.2025	-188.75
Bill Pmt -Check	09/10/2025	6132	Sheldon Williams		-562.50
Bill Pmt -Check	09/10/2025	6133	SMC Landscape Services	March Irrigation Repairs	-5,222.70
Bill Pmt -Check	09/10/2025	6134	Steven Smith	Expense Reimbursement: Mileage for District 08.25 - 09.05.2025	-108.50
Bill Pmt -Check	09/10/2025	6135	Winpark Management, LLC	Midtown Park's Parking Garage Operating Expenses -July 2025	-1,149.48
Bill Pmt -Check	09/10/2025	6136	Zaladium Analytics LLC	Video Monitoring 08/01/2025 - 08/31/2025 Bagby Park Monitoring Fee- including off-ho...	-650.00
Bill Pmt -Check	09/10/2025	6137	DJ May Holdings	International Women's Festival August 2025	-1,800.00
Bill Pmt -Check	09/10/2025	6138	Lake Management Services LP	VOID:	0.00
Bill Pmt -Check	09/10/2025	6139	Robert K Hall	Bagby Parking Lot Driveway Gate Repair - August 2025	-375.00
Bill Pmt -Check	09/10/2025	6140	Medley Incorporated	Social Media Marketing June Retainer FINAL Payment	-1,586.66
Bill Pmt -Check	09/17/2025	6141	Bracewell	Vendor Contracts-August 2025	-2,062.50
Bill Pmt -Check	09/17/2025	6142	Construction ECO Service II, Inc.		-1,892.28
Bill Pmt -Check	09/17/2025	6143	DJ Mav Holdings	Movie Night September 2025	-2,100.00
Bill Pmt -Check	09/17/2025	6144	FOSTER FENCE LTD.	Operator Control Box Repair - August 20, 2025	-175.00
Bill Pmt -Check	09/17/2025	6145	Green Team Services	Pressure Washing @ 2811 Travis- 5 Stairwells- August 2025	-850.00
Bill Pmt -Check	09/17/2025	6146	Padron & Co	MPC Marketing Retainer September 2025	-2,635.14
Bill Pmt -Check	09/17/2025	6147	KILGORE Industries, LP	VOID:	0.00
Bill Pmt -Check	09/17/2025	6148	Lake Management Services LP	Rain Fountain Weekly Maintenance - Chlorine September 2025	-140.40
Bill Pmt -Check	09/17/2025	6149	Landscape Art, Inc.		-1,991.88
Bill Pmt -Check	09/17/2025	6150	McDonald & Wessendorff	Policy # APIN 09/01/2025-09/01/2026 { Renewal Policy Insurance Invoice}	-44,432.17
Bill Pmt -Check	09/17/2025	6151	Megan Kingsley	Park Program Staff - August 2025	-262.50
Bill Pmt -Check	09/17/2025	6152	MLN Service Company	Repair exhaust fan serving the fountain pump room- fan motor and blade replacements ...	-3,491.01
Bill Pmt -Check	09/17/2025	6153	Morgan Newton	Event Support August 26-September 07, 2025	-575.00
Bill Pmt -Check	09/17/2025	6154	NEVA Corporation	VOID: Condenser Coil Leak Repairs 410 Pierce St- September 2025	0.00
Bill Pmt -Check	09/17/2025	6155	PopLife Popping Co.	SEPTEMBER 2025 @ Bagby Park {Goodie Bags}	-200.00
Bill Pmt -Check	09/17/2025	6156	SEAL Security Solutions LLC	Security Officer with Vehicle 08.01.25 -08.31.25	-24,366.00
Bill Pmt -Check	09/17/2025	6157	SMC Landscape Services	Field Maintenance Services -July 2025 Legacy & New Improvement projects	-31,000.00
Bill Pmt -Check	09/17/2025	6158	THR Enterprises, Inc dba JNE Gre...	Garbage (4) Pick-Ups AUGUST 2025	-640.00
Bill Pmt -Check	09/17/2025	6159	Twirl Cotton Candy	TAKEAWAY BAGS SEPTEMBER 2025	-98.75
Bill Pmt -Check	09/17/2025	6160	WELLS FARGO (CC)		-8,854.86
Bill Pmt -Check	09/17/2025	6161	Landscape Art, Inc.		-1,310.38
Bill Pmt -Check	09/22/2025	ACH	CENTERPOINT ENERGY		-85.96
Bill Pmt -Check	09/24/2025	6162	Ayden William Trejo	DJ Services - Yappy Hour Music September 2025	-300.00
Bill Pmt -Check	09/24/2025	6163	BAKER'S SAFE & LOCK CO., INC.	Master Padlocks September 2025	-74.00
Bill Pmt -Check	09/24/2025	6164	City of Houston - Boilers	Permit Number: 12743-ABP 10.01.25 - 13.31.25	-122.91
Bill Pmt -Check	09/24/2025	6165	COMCAST BUSINESS	-Account #877770332913170 {Midtown Park Phones Lines} Service - SEP 13 - OCT ...	-313.60
Bill Pmt -Check	09/24/2025	6166	David T. Thomas	Building Maintenance Supplies Reimbursements	-62.63
Bill Pmt -Check	09/24/2025	6167	Dj Mav Holdings	El Festival de la Salsa September 2025	-2,100.00
Bill Pmt -Check	09/24/2025	6168	Fit Lifestyle Enterprise LLC	September 13, 2025 Classes	-400.00
Bill Pmt -Check	09/24/2025	6169	Goode Systems & Consulting, Inc.		-618.00
Bill Pmt -Check	09/24/2025	6170	KILGORE Industries, LP	Commercial Plumbing Service Call 06.05.25	-347.50
Bill Pmt -Check	09/24/2025	6171	Lake Management Services LP		-5,542.40
Bill Pmt -Check	09/24/2025	6172	Minor Design Group, Inc.	Design/Printing/Packaging June 2025	-3,050.00
Bill Pmt -Check	09/24/2025	6173	NEVA Corporation	Condenser Coil Leak Repairs, Evacuate & Recharge System 410 Pierce St- September ...	-6,312.75
Bill Pmt -Check	09/24/2025	6174	Oakmont Maintenance & Rental	(2) Special Event Portable Restrooms; (1) Handicap Restroom (1) Hand Washing Statio...	-932.00
Bill Pmt -Check	09/24/2025	6175	Ramiro Delgado	Mileage 09.08.25 - 09.19.25	-126.70
Bill Pmt -Check	09/24/2025	6176	SEAL Security Solutions LLC		-377.50
Bill Pmt -Check	09/24/2025	6177	SHINE UR LIGHT LLC	Event: Sound Meditation - September 10, 2025 @ Baldwin Park	-175.00
Bill Pmt -Check	09/24/2025	6178	SMC Landscape Services	Field Maintenance Services -August 2025 Legacy & New Improvement Projects	-31,000.00
Bill Pmt -Check	09/24/2025	6179	Steven Smith	Expense Reimbursement: Mileage for District 09.08 - 09.19.2025	-94.50
Bill Pmt -Check	09/24/2025	6180	Zaladium Analytics LLC	Video Monitoring 07/13- 08/12/2025 Bagby Park - including off-hour and armed response	-450.00
Bill Pmt -Check	09/24/2025	6181	Comcast	Ethernet September 2025	-1,505.73
Bill Pmt -Check	09/24/2025	ACH	RELIANT {Legacy}	ELECTRICAL BILL (415 Gray St) - Bagby Park- SEPTEMBER	-1,378.81
Bill Pmt -Check	09/24/2025	ACH	RELIANT {New Improvement}	ELECTRICAL BILL 500 1/2 ELGIN ST--New Improvement Projects--SEP	-5.94
Bill Pmt -Check	09/24/2025	ACH	RELIANT {New Improvement}	ELECTRICAL BILL902 1/2 Isabella ST--New Improvement Projects SEP	-28.96
Bill Pmt -Check	09/24/2025	ACH	RELIANT {New Improvement}	ELECTRICAL BILL920 1/2 Winbern ST--New Improvement Projects SEP	-53.32
Bill Pmt -Check	09/24/2025	ACH	RELIANT- {Holman St}	ELECTRICAL BILL (970 1/2 Holman St) -New Improvement Projects-- SEP	-67.05
Bill Pmt -Check	09/24/2025	ACH	RELIANT {New Improvement}	ELECTRICAL BILL980 1/2 Hadley ST--New Improvement Projects--SEPTEMBER	-77.12
Bill Pmt -Check	09/24/2025	ACH	RELIANT {New Improvement}	ELECTRICAL BILL1010 1/2 Isabella ST--New Improvement Projects--SEPTEMBER	-28.71
Bill Pmt -Check	09/24/2025	ACH	RELIANT {New Improvement}	ELECTRICAL BILL1010 1/2 Webster ST--New Improvement Projects SEPTEMBER	-51.33
Bill Pmt -Check	09/24/2025	ACH	RELIANT- {Holman St}	ELECTRICAL BILL (1010 1/2 Winbern St) -New Improvement Projects SEPTEMBER	-31.23
Bill Pmt -Check	09/24/2025	ACH	RELIANT {New Improvement}	ELECTRICAL BILL1011 1/2 Drew ST--New Improvement Projects--SEPTEMBER	-238.28
Bill Pmt -Check	09/24/2025	ACH	RELIANT- {Holman St}	ELECTRICAL BILL (1020 1/2 Francis St) -New Improvement Projects SEPTEMBER	-33.56
Bill Pmt -Check	09/24/2025	ACH	RELIANT {New Improvement}	ELECTRICAL BILL 1050 1/2 Anita ST--New Improvement Projects--SEPTEMBER	-54.16
Bill Pmt -Check	09/24/2025	ACH	RELIANT- {Holman St}	ELECTRICAL BILL (1201 1/2 Holman St) -New Improvement Projects--SEPTEMBER	-6.23
Bill Pmt -Check	09/24/2025	ACH	RELIANT {New Improvement}	ELECTRICAL BILL 1551 1/2 Heiner ST----New Improvement Projects--SEPTEMBER	-6.08
Bill Pmt -Check	09/24/2025	ACH	RELIANT- {Holman St}	ELECTRICAL BILL (1625 1/2 Holman St) -New Improvement Projects--ELECTRICAL ...	-26.10
Bill Pmt -Check	09/24/2025	ACH	RELIANT {Legacy}	ELECTRICAL BILL (2050 1/2 Brazos St) - Bagby Street--SEPTEMBER	-149.53
Bill Pmt -Check	09/24/2025	ACH	RELIANT {Midtown Park}	ELECTRICAL BILL (2911 Travis St MIDTOWN PARK) - SEPTEMBER 2025	-10,110.16
Bill Pmt -Check	09/24/2025	ACH	RELIANT- {Holman St}	ELECTRICAL BILL 3500 Milam St} Holman St - ----New Improvement Projects--SEPTE...	-57.48
Bill Pmt -Check	09/25/2025	ACH	City of Houston-Water Dept. {Lega...	410 PIERCE Water bill acct#5101-6480-7743 SEP 2025	-613.33
Bill Pmt -Check	10/01/2025	6182	Co-Create Strategies, LLC	MPC Event Photography September 2025	-1,250.00
Bill Pmt -Check	10/01/2025	6183	Landscape Art, Inc.	Project # 5349 August 2025	-62,179.95
Bill Pmt -Check	10/01/2025	6184	Layla's Barkery, LLC	Treats for Pets September 2025	-224.50
Bill Pmt -Check	10/01/2025	6185	Midtown Management District	Quarterly Reimbursable Shared Marketing Expenses June - August 2025	-1,013.73
Bill Pmt -Check	10/01/2025	6186	MLN Service Company		-12,108.82
Bill Pmt -Check	10/01/2025	6187	Morgan Newton	Event Support September 09-September 21, 2025	-350.00
Bill Pmt -Check	10/01/2025	6188	OTIS ELEVATOR COMPANY	MAINTENANCE SERVICE CONTRACT CHARGES 10/1/2025 - 12/31/2025	-1,162.17
Bill Pmt -Check	10/01/2025	6189	Papas Haddad Ventures	Teach You Tuesday Offsite - Workshop @ Bagby Park { Tuesday Oct 7, 2025 }	-1,750.00
Bill Pmt -Check	10/01/2025	6190	Rebekah Tee	Yappy Hour Travis Park Drawings for Dogs September 2025	-150.00
Bill Pmt -Check	10/01/2025	6191	Rocio Rodriguez	Yappy Hour September 26, 2025	-151.00
Bill Pmt -Check	10/01/2025	6192	Antonio Munoz Gonzalez		-613.28
Payment	10/01/2025	10949	MIDTOWN MANAGEMENT DIST.		35,831.72

MIDTOWN IMPROVEMENT AND DEVELOPMENT CORP Check Register

As of December 31, 2025

Accrual Basis

Type	Date	Num	Name	Memo	Amount
Payment	10/01/2025	11954	MidtownRedevelopmentAuthority		39,461.82
Payment	10/01/2025	11946	MidtownRedevelopmentAuthority		95,130.30
Payment	10/03/2025	10923	MIDTOWN MANAGEMENT DIST.		35,751.27
Check	10/03/2025	ACH	PUBLIC STORAGE		-415.00
Check	10/03/2025	ACH	PUBLIC STORAGE	MPC STORAGE UNIT PAYMENT FOR UNIT#A332 - OCTOBER 2025	-451.00
Bill Pmt -Check	10/06/2025	ACH	City of Houston-Water Dept. {Holm...	811 Holman Street 1/2 ESPL Water bill acct# 9000-0236-8018 SEPTEMBER 2025	-12.76
Bill Pmt -Check	10/06/2025	ACH	City of Houston-Water Dept. {Holm...	1300 Holman Street 1/2 B ESPL Water bill acct# 9000-0228-2011 SEPTEMBER 2025	-752.93
Bill Pmt -Check	10/06/2025	ACH	City of Houston-Water Dept. {Holm...	1619 Holman Street 1/2 ESPL Water bill acct# 9000-0105-4015 SEPTEMBER 2025	-11.49
Bill Pmt -Check	10/08/2025	6193	Austen Meza		-1,400.00
Bill Pmt -Check	10/08/2025	6194	BlueTriton Brands Inc.	08.25.2025 - 09.24.2025	-201.96
Bill Pmt -Check	10/08/2025	6195	BRAZALIAN CULTURAL INSTITU...		-150.00
Bill Pmt -Check	10/08/2025	6196	Carey's Frozen Delights	Yappy Hour September 26, 2025	-300.00
Bill Pmt -Check	10/08/2025	6197	DEWAYNE MARTIN, JR	MPC Events and Programs September 2025	-450.00
Bill Pmt -Check	10/08/2025	6198	Landscape Art, Inc.		-2,395.90
Bill Pmt -Check	10/08/2025	6199	Megan Kingsley	Park Program Staff - September & October 2025	-325.00
Bill Pmt -Check	10/08/2025	6200	Morgan Newton	Event Support September 26 & October 05, 2025	-262.50
Bill Pmt -Check	10/08/2025	6201	Oakmont Maintenance & Rental	(2) Special Event Portable Restrooms; (1) Handicap Restroom (1) Hand Washing Statio...	-932.00
Bill Pmt -Check	10/08/2025	6202	Ramiro Delgado	Mileage 09.22.25 - 10.05.25	-124.60
Bill Pmt -Check	10/08/2025	6203	SEAL Security Solutions LLC	Security Officer with Vehicle 09.23.2025	-188.75
Bill Pmt -Check	10/08/2025	6204	Sheldon Williams		-487.50
Bill Pmt -Check	10/08/2025	6205	Steven Smith	Expense Reimbursement: Mileage for District 09.22 - 10.03.2025	-112.00
Bill Pmt -Check	10/08/2025	6206	THR Enterprises, Inc dba JNE Gre...	Garbage (4) Pick-Ups SEPTEMBER 2025	-640.00
Bill Pmt -Check	10/08/2025	6207	William Gregory Williams	Sept & Oct 2025	-287.50
Bill Pmt -Check	10/08/2025	6208	Zaladium Analytics LLC	Video Monitoring 09/01/2025 - 09/30/2025 Bagby Park Monitoring Fee- including off-ho...	-650.00
Bill Pmt -Check	10/08/2025	6209	Comcast	Ethernet October 2025	-1,505.73
Bill Pmt -Check	10/09/2025	ACH	City of Houston-Water Dept. {Leg...	415 GRAY ST (BAGBY PARK) Water bill acct#4328-6453-0014 SEP 2025	-1,015.43
Bill Pmt -Check	10/09/2025	ACH	City of Houston-Water Dept. {Leg...	402 PIERCE Water bill acct#5101-6570-6357 SEPTEMBER 2025	-214.21
Bill Pmt -Check	10/09/2025	ACH	City of Houston-Water Dept. {Travis}	2905 Travis St Midtown Park Water bill acct# 4328-7435-7078 SEPTEMBER 2025	-130.29
Bill Pmt -Check	10/09/2025	ACH	City of Houston-Water Dept. {Main}	2211 MAIN 1/2 Water bill acct#4328-0203-4038 SEPTEMBER 2025	-19.26
Bill Pmt -Check	10/09/2025	ACH	City of Houston-Water Dept. {Main}	2600 MAIN 1/2 Water bill acct#4328-0311-3047 SEPTEMBER 2025	-11.70
Bill Pmt -Check	10/09/2025	ACH	City of Houston-Water Dept. {Main}	3011 MAIN 1/2 Water bill acct#4328-0203-5035 SEPTEMBER 2025	-72.22
Bill Pmt -Check	10/09/2025	ACH	City of Houston-Water Dept. {Main}	4015 MAIN 1/2 Water bill acct#4328-0203-6033 SEPTEMBER 2025	-19.26
Bill Pmt -Check	10/09/2025	ACH	City of Houston-Water Dept. {Main}	2401 CAROLINE ST Water bill acct#9000-1812-9016 SEPTEMBER 2025	-1,330.02
Bill Pmt -Check	10/09/2025	ACH	City of Houston-Water Dept. {Main}	2402 CAROLINE ST Water bill acct#9000-1813-0014 SEPTEMBER 2025	-1,038.74
Bill Pmt -Check	10/15/2025	6210	Austen Meza	Pop Up on the Plaza DJ Payment October 05, 2025	-700.00
Bill Pmt -Check	10/15/2025	6211	Construction ECO Service II, Inc.		-3,916.12
Bill Pmt -Check	10/15/2025	6212	Dj Mav Holdings	Movie Night October 2025	-2,100.00
Bill Pmt -Check	10/15/2025	6213	Goode Systems & Consulting, Inc.		-380.00
Bill Pmt -Check	10/15/2025	6214	Lake Management Services LP		-1,295.50
Bill Pmt -Check	10/15/2025	6215	Landscape Art, Inc.		-4,150.69
Bill Pmt -Check	10/15/2025	6216	Mechelle Phillips	09.04.25 - 09.22.25	-3,678.63
Bill Pmt -Check	10/15/2025	6217	MLN Service Company	3RD FLOOR ACCESSIBLE BATHROOM TOILET REPAIRS SEP 2025	-540.23
Bill Pmt -Check	10/15/2025	6218	PopLife Popping Co.	OCTOBER 2025 @ Bagby Park {Goodie Bags}	-250.00
Bill Pmt -Check	10/15/2025	6219	Rambler Hospitality LLC'		-180.00
Bill Pmt -Check	10/15/2025	6220	Twirl Cotton Candy	TAKEAWAY BAGS OCTOBER 2025	-118.50
Bill Pmt -Check	10/15/2025	6221	Zaladium Analytics LLC		-900.00
Bill Pmt -Check	10/15/2025	6222	CENTERPOINT ENERGY	410 Pierce St Gas Charges- October 2025	-42.98
Bill Pmt -Check	10/15/2025	6223	Holders Pest Solutions		-3,438.97
Payment	10/16/2025	11122	MIDTOWN MANAGEMENT DIST.		30,000.00
Bill Pmt -Check	10/21/2025	6224	COMCAST BUSINESS	-Account #877703332913170 {Midtown Park Phones Lines} Service - OCT 13 - NOV ...	-313.60
Bill Pmt -Check	10/21/2025	6225	DEWAYNE MARTIN, JR	MPC Events and Programs October 2025	-275.00
Bill Pmt -Check	10/21/2025	6226	Dj Mav Holdings		-3,232.41
Bill Pmt -Check	10/21/2025	6227	Fit Lifestyle Enterprise LLC		-800.00
Bill Pmt -Check	10/21/2025	6228	Goode Systems & Consulting, Inc.	Laptop for Vernon (July 2025)	-1,419.98
Bill Pmt -Check	10/21/2025	6229	Houston Business Journal	Midtown Park & Bagby Park Landscape & Field Maintenance August 22, 2025	-628.00
Bill Pmt -Check	10/21/2025	6230	La Calle Tacos	Evet Give Aways March - August 2025	-3,110.42
Bill Pmt -Check	10/21/2025	6231	Lake Management Services LP		-5,411.10
Bill Pmt -Check	10/21/2025	6232	Landscape Art, Inc.	VOID:	0.00
Bill Pmt -Check	10/21/2025	6233	Megan Kingsley	Park Program Staff - October 2025	-225.00
Bill Pmt -Check	10/21/2025	6234	Ramiro Delgado	Mileage 10.06.25 - 10.17.25	-124.60
Bill Pmt -Check	10/21/2025	6235	SEAL Security Solutions LLC		-25,671.87
Bill Pmt -Check	10/21/2025	6236	SMC Landscape Services	Field Maintenance Services -September 2025 Legacy & New Improvement Projects	-31,000.00
Bill Pmt -Check	10/21/2025	6237	Steven Smith	Expense Reimbursement: Mileage for District 10.06 - 10.17.2025	-77.00
Check	10/21/2025	6238	WELLS FARGO {CC}	Wells Fargo CC Payment for statement 9/13/25 - 10/14/25	-8,555.53
Check	10/22/2025	6239	Space City Events, LLC	REFUND less deductions: Park Security Deposit - April 26, 2025" OMG Festival " Event...	-998.52
Check	10/22/2025	6240	FLAMART	REFUND less deductions: Park Security Deposit - Sept 21, 2025" El Festival de la Sals...	-2,051.70
Check	10/22/2025	6241	Roque Foundation	REFUND less deductions: Park Security Deposit - Sept 6, 2025" Women's International...	-1,424.71
Check	10/22/2025	6242	Future Fortunes, Inc	Licensing Booking Deposit Reimbursement 50% of Booking Fee Forfeited-Balance Due ...	-1,200.00
Check	10/22/2025	6243	La Calle Tacos	REFUND less deductions: Park Security Deposit - November 2022" Taco Eating Conte...	-500.00
Bill Pmt -Check	10/22/2025	6244	Jacquelyn Joy Saxton	30 Copies at Wholesale Price @ \$9.95 each Joy Goes to Mexico Books June 21, 2025	-298.50
Bill Pmt -Check	10/24/2025	ACH	RELIANT {Legacy}	ELECTRICAL BILL {415 Gray St} - Bagby Park- OCTOBER	-1,249.93
Bill Pmt -Check	10/24/2025	ACH	RELIANT {New Improvement}	ELECTRICAL BILL 500 1/2 ELGIN ST--New Improvement Projects--OCT	-5.77
Bill Pmt -Check	10/24/2025	ACH	RELIANT {New Improvement}	ELECTRICAL BILL902 1/2 Isabella ST--New Improvement Projects OCT	-27.27
Bill Pmt -Check	10/24/2025	ACH	RELIANT {New Improvement}	ELECTRICAL BILL920 1/2 Winbern ST--New Improvement Projects OCT	-31.34
Bill Pmt -Check	10/24/2025	ACH	RELIANT- {Holman St}	ELECTRICAL BILL {970 1/2 Holman St} -New Improvement Projects-- OCT	-43.94
Bill Pmt -Check	10/24/2025	ACH	RELIANT {New Improvement}	ELECTRICAL BILL980 1/2 Hadley ST--New Improvement Projects-OCT	-80.40
Bill Pmt -Check	10/24/2025	ACH	RELIANT {New Improvement}	ELECTRICAL BILL1010 1/2 Isabella ST--New Improvement Projects-OCT	-30.15
Bill Pmt -Check	10/24/2025	ACH	RELIANT {New Improvement}	ELECTRICAL BILL1010 1/2 Webster ST--New Improvement Projects OCT	-54.39
Bill Pmt -Check	10/24/2025	ACH	RELIANT- {Holman St}	ELECTRICAL BILL {1010 1/2 Winbern St} -New Improvement Projects OCT	-32.40
Bill Pmt -Check	10/24/2025	ACH	RELIANT {New Improvement}	ELECTRICAL BILL1011 1/2 Drew ST--New Improvement Projects-OCT	-236.57
Bill Pmt -Check	10/24/2025	ACH	RELIANT- {Holman St}	ELECTRICAL BILL {1020 1/2 Francis St} -New Improvement Projects OCT	-33.76
Bill Pmt -Check	10/24/2025	ACH	RELIANT {New Improvement}	ELECTRICAL BILL 1050 1/2 Anita ST--New Improvement Projects-OCT	-56.62
Bill Pmt -Check	10/24/2025	ACH	RELIANT- {Holman St}	ELECTRICAL BILL {1201 1/2 Holman St} -New Improvement Projects-OCT	-6.38
Bill Pmt -Check	10/24/2025	ACH	RELIANT {New Improvement}	ELECTRICAL BILL 1551 1/2 Heiner ST----New Improvement Projects--OCT	-6.23
Bill Pmt -Check	10/24/2025	ACH	RELIANT- {Holman St}	ELECTRICAL BILL {1625 1/2 Holman St} -New Improvement Projects--ELECTRICAL ...	-27.30
Bill Pmt -Check	10/24/2025	ACH	RELIANT {Legacy}	ELECTRICAL BILL {2050 1/2 Brazos St} - Bagby Street--OCT	-131.74
Bill Pmt -Check	10/24/2025	ACH	RELIANT {Midtown Park}	ELECTRICAL BILL {2911 Travis St MIDTOWN PARK} - OCT 2025	-7,348.36
Bill Pmt -Check	10/24/2025	ACH	RELIANT- {Holman St}	ELECTRICAL BILL 3500 Milam St - ----New Improvement Projects--OCT	-34.91
Bill Pmt -Check	10/29/2025	6245	Antonio Munoz Gonzalez		-651.18
Bill Pmt -Check	10/29/2025	6246	Ayden William Trejo	DJ Services - Yappy Hour Music October 2025	-300.00
Bill Pmt -Check	10/29/2025	6247	Israel Munoz	Salsa Fest September 2025	-360.00
Bill Pmt -Check	10/29/2025	6248	Juan Munoz Navarro	MPC Support August - October 2025	-1,460.00
Bill Pmt -Check	10/29/2025	6249	Maria Gonzalez Trejo	MPC Support September - October 2025	-1,460.00

MIDTOWN IMPROVEMENT AND DEVELOPMENT CORP Check Register

As of December 31, 2025

Accrual Basis

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	10/29/2025	6250	Pop Shop America	Holiday Classes October 2025	-1,508.44
Bill Pmt -Check	10/29/2025	6251	Rocio Rodriguez	Yappy Hour October 2025	-150.00
Bill Pmt -Check	10/29/2025	6252	SEAL Security Solutions LLC	Security Officer with Vehicle 10.17.2025	-188.75
Bill Pmt -Check	10/29/2025	6253	SHINE UR LIGHT LLC	Event: Sound Meditation - October 8, 2025 @ Baldwin Park	-175.00
Bill Pmt -Check	10/29/2025	6254	Xavier Rojas	MPC Support September - October 2025	-600.00
Bill Pmt -Check	10/31/2025	ACH	City of Houston-Water Dept. {Leg...	402 PIERCE Water bill acct#5101-6570-6357 OCTOBER 2025	-115.51
Bill Pmt -Check	10/31/2025	ACH	City of Houston-Water Dept. {Main}	2401 CAROLINE ST Water bill acct#9000-1812-9016 OCTOBER 2025	-1,237.34
Bill Pmt -Check	10/31/2025	ACH	City of Houston-Water Dept. {Main}	2402 CAROLINE ST Water bill acct#9000-1813-0014 OCTOBER 2025	-999.02
Bill Pmt -Check	10/31/2025	ACH	City of Houston-Water Dept. {Travis}	2905 Travis St Midtown Park Water bill acct# 4328-7435-7078 OCTOBER 2025	-130.29
Bill Pmt -Check	10/31/2025	ACH	City of Houston-Water Dept. {Leg...	415 GRAY ST (BAGBY PARK) Water bill acct#4328-6453-0014 OCT 2025	-1,187.31
Bill Pmt -Check	10/31/2025	ACH	City of Houston-Water Dept. {Holm...	811 Holman Street 1/2 ESPL Water bill acct# 9000-0236-8018 OCTOBER 2025	-12.76
Bill Pmt -Check	10/31/2025	ACH	City of Houston-Water Dept. {Holm...	1300 Holman Street 1/2 B ESPL Water bill acct# 9000-0228-2011 OCTOBER 2025	-766.17
Bill Pmt -Check	10/31/2025	ACH	City of Houston-Water Dept. {Holm...	1619 Holman Street 1/2 ESPL Water bill acct# 9000-0105-4015 OCTOBER 2025	-11.49
Bill Pmt -Check	10/31/2025	ACH	City of Houston-Water Dept. {Main}	2211 MAIN 1/2 Water bill acct#4328-0203-4038 OCTOBER 2025	-19.26
Bill Pmt -Check	10/31/2025	ACH	City of Houston-Water Dept. {Main}	2600 MAIN 1/2 Water bill acct#4328-0311-3047 OCTOBER 2025	-11.70
Bill Pmt -Check	10/31/2025	ACH	City of Houston-Water Dept. {Main}	3011 MAIN 1/2 Water bill acct#4328-0203-5035 OCTOBER 2025	-19.26
Bill Pmt -Check	10/31/2025	ACH	City of Houston-Water Dept. {Main}	4015 MAIN 1/2 Water bill acct#4328-0203-6033 OCTOBER 2025	-19.26
Check	11/04/2025	ACH	PUBLIC STORAGE		-415.00
Check	11/04/2025	ACH	PUBLIC STORAGE	MPC STORAGE UNIT PAYMENT FOR UNIT#A332 - NOVEMBER 2025	-451.00
Bill Pmt -Check	11/05/2025	6255	Blue Triton Brands Inc.	09.25.2025 - 10.24.2025	-201.96
Bill Pmt -Check	11/05/2025	6256	Carr, Riggs & Ingram CPAs and A...	Second Progress billing for Financial Statement Audit {12 months} ended Dec. 31, 2024	-4,000.00
Bill Pmt -Check	11/05/2025	6257	Goode Systems & Consulting, Inc.		-220.00
Bill Pmt -Check	11/05/2025	6258	KILGORE Industries, LP	Commercial Plumbing Service Call 10.20.25	-2,432.44
Bill Pmt -Check	11/05/2025	6259	Oakmont Maintenance & Rental	(2) Special Event Portable Restrooms; (1) Handicap Restroom (1) Hand Washing Statio...	-932.00
Bill Pmt -Check	11/05/2025	6260	Papas Haddad Ventures	Chalk on the Block {November 15, 2025 }	-1,365.00
Bill Pmt -Check	11/05/2025	6261	SEAL Security Solutions LLC		-377.50
Bill Pmt -Check	11/05/2025	6262	Sheldon Williams	Event Management - Sept & Oct 2025	-325.00
Bill Pmt -Check	11/05/2025	6263	Zaladium Analytics LLC	Video Monitoring 10/01/2025 - 10/31/2025 Bagby Park Monitoring Fee- including off-ho...	-650.00
Bill Pmt -Check	11/07/2025	ACH	City of Houston-Water Dept. {Leg...	410 PIERCE Water bill acct#5101-6480-7743 OCT 2025	-652.81
Bill Pmt -Check	11/10/2025	6264	Alexus Rendon	Chalk on the Block November 2025	-400.00
Bill Pmt -Check	11/10/2025	6265	Amaris O. Salinas	Expense Reimbursement: 10.24.2025	-31.66
Bill Pmt -Check	11/10/2025	6266	Ayden William Trejo	DJ Services - TYT Music November 4, 2025	-300.00
Bill Pmt -Check	11/10/2025	6267	BRAZILIAN CULTURAL INSTITU...		-150.00
Bill Pmt -Check	11/10/2025	6268	Bridgett D. Luevano	Live Hand Drawn Caricatures of Guests and Pets Yappy Hour 10.24.25	-300.00
Bill Pmt -Check	11/10/2025	6269	City of Houston- Fire Marshal's Offi...	VOID: Permit Renewal- Houston Technology Center Nov 2025	0.00
Bill Pmt -Check	11/10/2025	6270	CRAIG CARTER	"CHALK ON THE BLOCK" Pavement Art Performance & Supplies -November 2025	-450.00
Bill Pmt -Check	11/10/2025	6271	Danielle Johnson	Chalk on the Block - November 2025	-400.00
Bill Pmt -Check	11/10/2025	6272	Darla Lovett	Chalk on the Block November 2025	-400.00
Bill Pmt -Check	11/10/2025	6273	David Rychlik	Chalk on the Block November 15, 2025	-400.00
Bill Pmt -Check	11/10/2025	6274	Dj Mav Holdings	Chalk on the Block Q4 2025	-5,250.00
Bill Pmt -Check	11/10/2025	6275	Dj Mav Holdings	VOID: Movie Night November 2025	0.00
Bill Pmt -Check	11/10/2025	6276	Dj Mav Holdings	Midtown Park AV Team Hours October 2025	-3,103.94
Bill Pmt -Check	11/10/2025	6277	Angus Weatherly	COB November 2025	-450.00
Bill Pmt -Check	11/10/2025	6278	Entertainment Connect, LLC	Performance November 15, 2025 @ Bagby Park	-1,500.00
Bill Pmt -Check	11/10/2025	6279	Isabel Vallecillo	Chalk on the Block November 2025	-400.00
Bill Pmt -Check	11/10/2025	6280	Katie Cunningham	Chalk on the Block Artist November 2025	-450.00
Bill Pmt -Check	11/10/2025	6281	Lake Management Services LP		-5,581.40
Bill Pmt -Check	11/10/2025	6282	Maria Rychlik	Chalk Art November 15, 2025	-400.00
Bill Pmt -Check	11/10/2025	6283	Millennium Age, LLC	Chalk on the Block Equipment Rental - November 2025	-550.00
Bill Pmt -Check	11/10/2025	6284	MLN Service Company	Unclogged drain line for Bagby Park Drinking Fountain 09.04.2025	-915.00
Bill Pmt -Check	11/10/2025	6285	Nasha Scott	Chalk on the Block Artist November 2025	-450.00
Bill Pmt -Check	11/10/2025	6286	NEVA Corporation	HTC Repairs- October 2025	-618.75
Bill Pmt -Check	11/10/2025	6287	Ramiro Delgado	Mileage 10.20.25 - 10.31.25	-123.90
Bill Pmt -Check	11/10/2025	6288	Rock Solid Events LLC	Fall in Bloom Design Class -COB November 15, 2025	-975.00
Bill Pmt -Check	11/10/2025	6289	SARAH WEATHERLY	"CHALK ON THE BLOCK" Pavement Art Performance & Supplies -November 15, 2025	-450.00
Bill Pmt -Check	11/10/2025	6290	Steven Smith	Expense Reimbursement: Mileage for District 10.20 - 10.31.2025	-88.90
Bill Pmt -Check	11/10/2025	6291	Studio Jexxi	Chalk on the Block Sidewalk Chalk Art - November 2025	-400.00
Bill Pmt -Check	11/19/2025	6292	Chamberlin Houston, LLC	WP Repairs & Water Testing Investigation Sept 2025	-2,989.00
Bill Pmt -Check	11/19/2025	6293	Comcast	Ethernet November 2025	-1,505.73
Bill Pmt -Check	11/19/2025	6294	COMCAST BUSINESS	-Account #8777703332913170 {Midtown Park Phones Lines} Service - NOV 13 - DEC ...	-313.60
Bill Pmt -Check	11/19/2025	6295	Dj Mav Holdings	Micro-Grant: Loop 38 October 2025	-1,135.00
Bill Pmt -Check	11/19/2025	6296	Elisabet Gonzalez-Barranco	Chalk on thr Block November 2025	-600.00
Bill Pmt -Check	11/19/2025	6297	Padron & Co		-5,383.47
Bill Pmt -Check	11/19/2025	6298	Landscape Art, Inc.		-3,170.36
Bill Pmt -Check	11/19/2025	6299	Morgan Newton		-631.25
Bill Pmt -Check	11/19/2025	6300	Ramiro Delgado	Mileage 11.03.25 - 11.14.25	-112.00
Bill Pmt -Check	11/19/2025	6301	Rebekah Tee	Chalk on the Block November 2025	-400.00
Bill Pmt -Check	11/19/2025	6302	SEAL Security Solutions LLC	Security Officer with Vehicle 10.01.25 -10.31.25	-24,366.00
Bill Pmt -Check	11/19/2025	6303	Shawn Artis	Chalk on the Block Artist November 2025	-450.00
Bill Pmt -Check	11/19/2025	6304	SMC Landscape Services		-31,242.35
Bill Pmt -Check	11/19/2025	6305	Sonya R. Hill	Chalk on the Block Artist November 2025	-400.00
Bill Pmt -Check	11/19/2025	6306	Steven Smith	Expense Reimbursement: Mileage for District 11.03 - 11.14.2025	-77.00
Bill Pmt -Check	11/19/2025	6307	THR Enterprises, Inc dba JNE Gre...	Garbage (5) Pick-Ups OCTOBER 2025	-800.00
Bill Pmt -Check	11/19/2025	6308	Wimpark Management, LLC	Midtown Park's Parking Garage Operating Expenses -August 2025	-4,497.90
Bill Pmt -Check	11/19/2025	6309	Holders Pest Solutions		-4,132.92
Bill Pmt -Check	11/19/2025	6310	Lake Management Services LP	Rain Fountain Weekly Maintenance - Chlorine November 10, 2025	-141.70
Bill Pmt -Check	11/19/2025	6311	Green Team Services	Pressure Washing @ 2811 Travis- 5 Stairwells- October 2025	-850.00
Bill Pmt -Check	11/21/2025	ACH	CENTERPOINT ENERGY	VOID: 410 Pierce St Gas Charges- November 2025	0.00
Bill Pmt -Check	11/25/2025	6312	BAKER'S SAFE & LOCK CO., INC.		-1,306.00
Bill Pmt -Check	11/25/2025	6313	CENTERPOINT ENERGY	410 Pierce St Gas Charges- November 2025	-47.02
Bill Pmt -Check	11/25/2025	6314	Construction ECO Service II, Inc.	{Material & Services}Monthly Landscape Maintenance August 2025	-2,023.84
Bill Pmt -Check	11/25/2025	6315	Dj Mav Holdings	Pop Up on The Plaza Lighting November 2025	-400.00
Bill Pmt -Check	11/25/2025	6316	Holders Pest Solutions	FLEA SERVICE- 415 GREY ST OCT 2025	-64.27
Bill Pmt -Check	11/25/2025	6317	Landscape Art, Inc.		-4,731.20
Bill Pmt -Check	11/25/2025	6318	Megan Kingsley	Park Program Staff - November 2025	-437.50
Bill Pmt -Check	11/25/2025	6319	SEAL Security Solutions LLC		-951.50
Bill Pmt -Check	11/25/2025	6320	Sheldon Williams	Event Management - November 2025	-375.00
Bill Pmt -Check	11/25/2025	6321	Zaladium Analytics LLC	Video Monitoring 10/13- 11/12/2025 Bagby Park - including off-hour and armed response	-450.00
Bill Pmt -Check	11/25/2025	6322	Landscape Art, Inc.	Project # 5349 July 2025	-48,087.48
Bill Pmt -Check	11/26/2025	ACH	RELIANT {Legacy}	ELECTRICAL BILL (415 Gray St) - Bagby Park- NOVEMBER	-1,297.29
Bill Pmt -Check	11/26/2025	ACH	RELIANT {New Improvement}	ELECTRICAL BILL 500 1/2 ELGIN ST--New Improvement Projects--NOV	-5.94
Bill Pmt -Check	11/26/2025	ACH	RELIANT {New Improvement}	ELECTRICAL BILL902 1/2 Isabella ST--New Improvement Projects NOV	-28.86
Bill Pmt -Check	11/26/2025	ACH	RELIANT {New Improvement}	ELECTRICAL BILL920 1/2 Winbern ST--New Improvement Projects NOV	-33.53

MIDTOWN IMPROVEMENT AND DEVELOPMENT CORP Check Register

As of December 31, 2025

Accrual Basis

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	11/26/2025	ACH	RELIANT- {Holman St}	ELECTRICAL BILL (970 1/2 Holman St) -New Improvement Projects-- NOV	-46.50
Bill Pmt -Check	11/26/2025	ACH	RELIANT (New Improvement)	ELECTRICAL BILL980 1/2 Hadley ST--New Improvement Projects-NOV	-81.00
Bill Pmt -Check	11/26/2025	ACH	RELIANT (New Improvement)	ELECTRICAL BILL1010 1/2 Isabella ST--New Improvement Projects-NOV	-29.92
Bill Pmt -Check	11/26/2025	ACH	RELIANT (New Improvement)	ELECTRICAL BILL1010 1/2 Webster ST--New Improvement Projects NOV	-54.63
Bill Pmt -Check	11/26/2025	ACH	RELIANT- {Holman St}	ELECTRICAL BILL {1010 1/2 Winbern St} -New Improvement Projects NOV	-33.08
Bill Pmt -Check	11/26/2025	ACH	RELIANT (New Improvement)	ELECTRICAL BILL1011 1/2 Drew ST--New Improvement Projects-NOV	-224.90
Bill Pmt -Check	11/26/2025	ACH	RELIANT- {Holman St}	ELECTRICAL BILL (1020 1/2 Francis St) -New Improvement Projects NOV	-33.99
Bill Pmt -Check	11/26/2025	ACH	RELIANT (New Improvement)	ELECTRICAL BILL 1050 1/2 Anita ST--New Improvement Projects-NOV	-57.64
Bill Pmt -Check	11/26/2025	ACH	RELIANT- {Holman St}	ELECTRICAL BILL (1201 1/2 Holman St) -New Improvement Projects-NOV	-6.24
Bill Pmt -Check	11/26/2025	ACH	RELIANT (New Improvement)	ELECTRICAL BILL 1551 1/2 Heiner ST----New Improvement Projects-NOV	-6.08
Bill Pmt -Check	11/26/2025	ACH	RELIANT- {Holman St}	ELECTRICAL BILL (1625 1/2 Holman St) -New Improvement Projects--ELECTRICAL ...	-26.27
Bill Pmt -Check	11/26/2025	ACH	RELIANT (Legacy)	ELECTRICAL BILL (2050 1/2 Brazos St) - Bagby Street--NOV	-139.93
Bill Pmt -Check	11/26/2025	ACH	RELIANT (Midtown Park)	ELECTRICAL BILL (2911 Travis St MIDTOWN PARK) - NOV 2025	-6,772.74
Bill Pmt -Check	11/26/2025	ACH	RELIANT- {Holman St}	ELECTRICAL BILL 3500 Milam St} Holman St - ----New Improvement Projects--NOV	-36.54
Bill Pmt -Check	11/26/2025	6323	DEWAYNE MARTIN, JR	MPC Events and Programs November 2025	-187.50
Bill Pmt -Check	12/02/2025	6324	Austen Meza	Pop Up on the Plaza DJ Payment November 16, 2025	-700.00
Bill Pmt -Check	12/02/2025	6325	Leopoldo C Ramirez	Portacan Rental 11.22.25	-200.00
Bill Pmt -Check	12/02/2025	6326	Ramiro Delgado	Mileage 11.17.25 - 11.28.25	-98.70
Bill Pmt -Check	12/02/2025	6327	SEAL Security Solutions LLC		-566.25
Bill Pmt -Check	12/02/2025	6328	Steven Smith	Expense Reimbursement: Mileage for District 11.17 - 11.28.2025	-80.50
Bill Pmt -Check	12/02/2025	6329	WELLS FARGO (CC)		-6,097.97
Bill Pmt -Check	12/02/2025	6330	YUYO Corp		-1,950.00
Bill Pmt -Check	12/02/2025	6331	Zaladium Analytics LLC	Video Monitoring 11/01/2025 - 11/30/2025 Bagby Park Monitoring Fee- including off-ho...	-650.00
Bill Pmt -Check	12/04/2025	ACH	City of Houston-Water Dept. {Travis}	2905 Travis St Midtown Park Water bill acct# 4328-7435-7078 NOVEMBER 2025	-130.29
Bill Pmt -Check	12/04/2025	ACH	City of Houston-Water Dept. {Leg...	402 PIERCE Water bill acct#5101-6570-6357 NOVEMBER 2025	-174.73
Bill Pmt -Check	12/04/2025	ACH	City of Houston-Water Dept. {Main}	2211 MAIN 1/2 Water bill acct#4328-0203-4038 NOVEMBER 2025	-19.26
Bill Pmt -Check	12/04/2025	ACH	City of Houston-Water Dept. {Main}	2600 MAIN 1/2 Water bill acct#4328-0311-3047 NOVEMBER 2025	-11.70
Bill Pmt -Check	12/04/2025	ACH	City of Houston-Water Dept. {Main}	4015 MAIN 1/2 Water bill acct#4328-0203-6033 NOVEMBER 2025	-19.26
Bill Pmt -Check	12/04/2025	ACH	City of Houston-Water Dept. {Holm...	1619 Holman Street 1/2 ESPL Water bill acct# 9000-0105-4015 NOVEMBER 2025	-11.49
Check	12/04/2025	ACH	PUBLIC STORAGE		-457.00
Check	12/04/2025	ACH	PUBLIC STORAGE	MPC STORAGE UNIT PAYMENT FOR UNIT#A332 - DECEMBER 2025	-494.00
Bill Pmt -Check	12/10/2025	6332	Antonio Munoz Gonzalez		-1,985.71
Bill Pmt -Check	12/10/2025	6333	Ayden William Trejo	DJ Services - TYT Music December 2, 2025	-450.00
Bill Pmt -Check	12/10/2025	6334	BlueTriton Brands Inc.	10.25.2025 - 11.24.2025	-201.96
Bill Pmt -Check	12/10/2025	6335	BRAZILIAN CULTURAL INSTITU...	" CAPOEIRA FAMILY CLASS " -Nov 15, 2025	-75.00
Bill Pmt -Check	12/10/2025	6269	City of Houston- Fire Marshal's Offi...	Permit Renewal- Houston Technology Center Nov 2025	-1,174.92
Bill Pmt -Check	12/10/2025	6337	Co-Create Strategies, LLC	MPC Event Photography October 2025	-625.00
Bill Pmt -Check	12/10/2025	6338	Construction ECO Service II, Inc.		-3,916.12
Bill Pmt -Check	12/10/2025	6339	Dj Mav Holdings	Midtown Park AV Team Hours November 2025	-2,900.00
Bill Pmt -Check	12/10/2025	6340	Fit Lifestyle Enterprise LLC	November 8, 2025 Classes	-400.00
Bill Pmt -Check	12/10/2025	6341	Goode Systems & Consulting, Inc.		-220.00
Bill Pmt -Check	12/10/2025	6342	Goode Technology Group	Network Set-Up for Buffalo Soldiers Suites 110, 231-233 September 2025	-906.25
Bill Pmt -Check	12/10/2025	6343	Green Team Services	Pressure Washing @ 2811 Travis- 5 Stairwells- November 2025	-850.00
Bill Pmt -Check	12/10/2025	6344	Padron & Co	MPC Marketing Retainer November 2025	-2,902.22
Bill Pmt -Check	12/10/2025	6345	Irene Valentin	TYT - Winter Bloom Ornament Workshop-Nov 2025	-1,350.00
Bill Pmt -Check	12/10/2025	6346	Juan Munoz Navarro	MPC Support 10.18- 11.30. 2025	-1,780.00
Bill Pmt -Check	12/10/2025	6347	KILGORE Industries, LP		-5,653.42
Bill Pmt -Check	12/10/2025	6348	Lake Management Services LP		-11,778.96
Bill Pmt -Check	12/10/2025	6349	Landscape Art, Inc.		-4,764.62
Bill Pmt -Check	12/10/2025	6350	Marcos Hernandez	Chalk on the Block Artist November 15, 2025	-400.00
Bill Pmt -Check	12/10/2025	6351	Maria Gonzalez Trejo	MPC Support September - October- November 2025	-2,260.00
Bill Pmt -Check	12/10/2025	6352	Mechelle Phillips	08.01.25 - 08.11.25	-2,839.44
Bill Pmt -Check	12/10/2025	6353	Oakmont Maintenance & Rental	(2) Special Event Portable Restrooms, (1) Handicap Restroom (1) Hand Washing Statio...	-932.00
Bill Pmt -Check	12/10/2025	6354	Reynolds Electrical Services Ventu...	Breaker Box Repairs December 2025	-431.20
Bill Pmt -Check	12/10/2025	6355	Rubycela Rodriguez	TYT December 2, 2025	-675.00
Bill Pmt -Check	12/10/2025	6356	SEAL Security Solutions LLC		-443.00
Bill Pmt -Check	12/10/2025	6357	SMC Landscape Services		-1,656.62
Bill Pmt -Check	12/10/2025	6358	Xavier Rojas	MPC Support September - 10.18.25 - 11.30.25	-1,400.00
Bill Pmt -Check	12/10/2025	6359	Holder Pest Solutions		-2,031.01
Bill Pmt -Check	12/16/2025	6360	Ariel Munoz	International Women's Festival 8:00 am - 12:00 am 16 hrs @ \$20/hour 09.06.25	-320.00
Bill Pmt -Check	12/16/2025	6361	CENTERPOINT ENERGY	410 Pierce St Gas Charges- December 2025	-141.13
Bill Pmt -Check	12/16/2025	6362	Co-Create Strategies, LLC		-1,150.00
Bill Pmt -Check	12/16/2025	6363	Comcast		-1,776.88
Bill Pmt -Check	12/16/2025	6364	Fit Lifestyle Enterprise LLC	Ethernet December 2025	-400.00
Bill Pmt -Check	12/16/2025	6365	Lemonade Retreat, LLC	December 13, 2025 Classes	-895.00
Bill Pmt -Check	12/16/2025	6366	Mechelle Phillips	TYT December 2025	-6,435.44
Bill Pmt -Check	12/16/2025	6367	Midtown Management District		-1,366.40
Bill Pmt -Check	12/16/2025	6368	Midtown Redevelopment Authority	Quarterly Reimbursable Expenses for Monthly Newsletter and FB Post	-12,554.30
Bill Pmt -Check	12/16/2025	6369	Reynolds Electrical Services Ventu...	CPA Services - July, Aug and Sept 2025 CPA Services	-7,890.00
Bill Pmt -Check	12/16/2025	6370	Roque Hernandez	Misc. Repairs 2811 Travis Street December 2025	-400.00
Bill Pmt -Check	12/16/2025	6371	SEAL Security Solutions LLC	Fall Chalk on the Block	-23,973.12
Bill Pmt -Check	12/16/2025	6372	SHINE UR LIGHT LLC	Security Officer with Vehicle 11.01.25 -11.30.25	-350.00
Bill Pmt -Check	12/16/2025	6373	Steven Smith	Event: Sound Meditation - Nov 12, & Dec 10, 2025 @ Baldwin Park	-101.50
Bill Pmt -Check	12/16/2025	6374	Zaladium Analytics LLC	Expense Reimbursement: Mileage for District 12.01 - 12.12.2025	-450.00
Bill Pmt -Check	12/16/2025	6375	Midtown Redevelopment Authority	Video Monitoring 11/13- 12/12/2025 Bagby Park - including off-hour and armed response	-12,820.80
Bill Pmt -Check	12/18/2025	ACH	City of Houston-Water Dept. {Holm...	Expense Reimbursement Quarter Ending September 2025	-1,060.65
Bill Pmt -Check	12/18/2025	ACH	City of Houston-Water Dept. {Holm...	Texas Capital Bank Fees for MPC June-Oct2025	-12.76
Bill Pmt -Check	12/18/2025	ACH	City of Houston-Water Dept. {Main}	811 Holman Street 1/2 ESPL Water bill acct# 9000-0236-8018 NOVEMBER 2025	-792.65
Bill Pmt -Check	12/18/2025	ACH	City of Houston-Water Dept. {Main}	1300 Holman Street 1/2 B ESPL Water bill acct# 9000-0228-2011 NOVEMBER 2025	-1,382.98
Bill Pmt -Check	12/18/2025	ACH	City of Houston-Water Dept. {Main}	2401 CAROLINE ST Water bill acct#9000-1812-9016 NOVEMBER 2025	-1,051.98
Bill Pmt -Check	12/18/2025	ACH	City of Houston-Water Dept. {Main}	2402 CAROLINE ST Water bill acct#9000-1813-0014 NOVEMBER 2025	-19.26
Bill Pmt -Check	12/23/2025	ACH	RELIANT (New Improvement)	3011 MAIN 1/2 Water bill acct#4328-0203-5035 NOVEMBER 2025	-6.24
Bill Pmt -Check	12/23/2025	ACH	RELIANT (Legacy)	ELECTRICAL BILL 1551 1/2 Heiner ST----New Improvement Projects-DEC	-1,289.26
Bill Pmt -Check	12/23/2025	ACH	RELIANT (Legacy)	ELECTRICAL BILL (415 Gray St) - Bagby Park- DECEMBER	-161.59
Bill Pmt -Check	12/23/2025	ACH	RELIANT (New Improvement)	ELECTRICAL BILL (2050 1/2 Brazos St) - Bagby Street--DEC	-5.94
Bill Pmt -Check	12/23/2025	ACH	City of Houston-Water Dept. {Leg...	ELECTRICAL BILL 500 1/2 ELGIN ST--New Improvement Projects--DEC	-634.34
Bill Pmt -Check	12/23/2025	ACH	City of Houston-Water Dept. {Leg...	410 PIERCE Water bill acct#5101-6480-7743 NOV 2025	-1,081.30
Bill Pmt -Check	12/29/2025	ACH	City of Houston-Water Dept. {Leg...	410 PIERCE ST STE 355 Water bill acct#8599-0000-7013 10.01.25 - 12.31.25	-154.99
Payment	12/29/2025	11224	MIDTOWN MANAGEMENT DIST.	402 PIERCE Water bill acct#5101-6570-6357 DECEMBER 2025	63,791.42
Payment	12/29/2025	11225	MIDTOWN MANAGEMENT DIST.		56,555.90
Bill Pmt -Check	12/29/2025	ACH	RELIANT (New Improvement)		-34.17
Bill Pmt -Check	12/29/2025	ACH	RELIANT (New Improvement)	ELECTRICAL BILL920 1/2 Isabella ST--New Improvement Projects DEC	-40.53
Bill Pmt -Check	12/29/2025	ACH	RELIANT- {Holman St}	ELECTRICAL BILL (970 1/2 Holman St) -New Improvement Projects-- DEC	-56.63

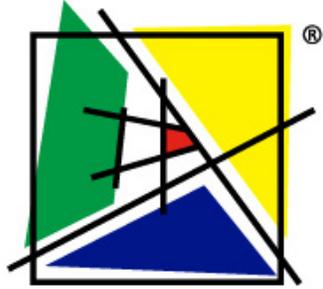
MIDTOWN IMPROVEMENT AND DEVELOPMENT CORP
Check Register

As of December 31, 2025

Accrual Basis

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	12/29/2025	ACH	RELIANT- {Holman St}	ELECTRICAL BILL 3500 Milam St} Holman St - ----New Improvement Projects--DEC	-43.73
Bill Pmt -Check	12/29/2025	ACH	RELIANT {New Improvement}	ELECTRICAL BILL980 1/2 Hadley ST--New Improvement Projects-DEC	-93.36
Bill Pmt -Check	12/29/2025	ACH	RELIANT- {Holman St}	ELECTRICAL BILL {1201 1/2 Holman St} -New Improvement Projects-DEC	-6.39
Bill Pmt -Check	12/29/2025	ACH	RELIANT- {Holman St}	ELECTRICAL BILL {1625 1/2 Holman St} -New Improvement Projects--ELECTRICAL ...	-28.56
Bill Pmt -Check	12/29/2025	ACH	RELIANT {New Improvement}	ELECTRICAL BILL1010 1/2 Isabella ST--New Improvement Projects-DEC	-34.02
Bill Pmt -Check	12/29/2025	ACH	RELIANT {New Improvement}	ELECTRICAL BILL1010 1/2 Webster ST--New Improvement Projects DEC	-62.09
Bill Pmt -Check	12/29/2025	ACH	RELIANT- {Holman St}	ELECTRICAL BILL {1010 1/2 Winbern St} -New Improvement Projects DEC	-33.86
Bill Pmt -Check	12/29/2025	ACH	RELIANT {New Improvement}	ELECTRICAL BILL1011 1/2 Drew ST--New Improvement Projects-DEC	-242.60
Bill Pmt -Check	12/29/2025	ACH	RELIANT- {Holman St}	ELECTRICAL BILL {1020 1/2 Francis St} -New Improvement Projects DEC	-38.27
Bill Pmt -Check	12/29/2025	ACH	RELIANT {New Improvement}	ELECTRICAL BILL 1050 1/2 Anita ST--New Improvement Projects-DEC	-66.05
Bill Pmt -Check	12/30/2025	ACH	RELIANT {Midtown Park}	ELECTRICAL BILL {2911 Travis St MIDTOWN PARK} - DEC 2025	-6,737.42
Aug - Dec 25					-604,820.15

Aug - Dec 25



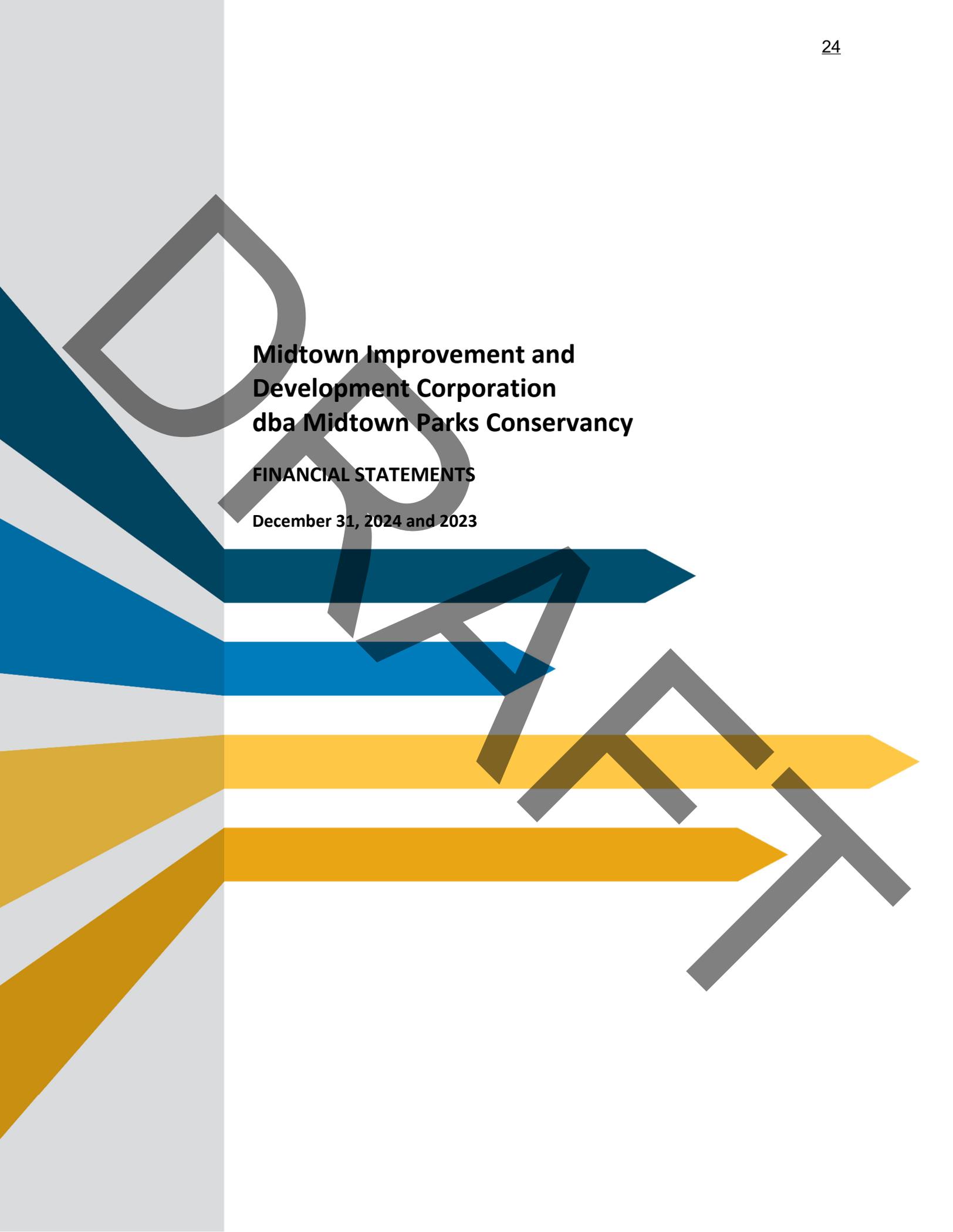
midtown
H O U S T O N

FINANCIALS

**Midtown Parks Conservancy
Budget Summary
January - December 2026**

	2026 Budget	2025 Budget	2025 Actuals (Unaudited)	Variance to 2025 Actuals	
				\$	%
Income					
Contributions					
MMD	-	675,000	344,236	(330,764)	51.0%
MRA	1,775,000	1,725,009	1,782,420	57,411	103.3%
Other	-	26,098	10	(26,088)	0.0%
Total Contributions	1,775,000	2,426,107	2,126,667	(299,440)	87.7%
Other					
Interest	10,000	10,000	29,153	19,153	291.5%
Property Management	261,000	261,900	203,396	(58,504)	77.7%
Parks Rental	35,000	75,000	39,085	(35,915)	52.1%
Parking Garage	10,000	70,000	18,000	(52,000)	25.7%
Reserves	-	-	-	-	-
Total Other	316,000	416,900	289,633	(127,267)	69.5%
Total Income	2,091,000	2,843,007	2,416,300	(426,707)	85.0%
Expense					
Employee Related	775,000	725,009	772,420	47,411	106.5%
Park Furniture & Equipment	13,000	19,000	12,116	(6,884)	63.8%
Insurance	47,000	35,000	42,267	7,267	120.8%
Maintenance & Repairs	306,768	1,018,318	968,824	(49,494)	95.1%
Administrative	17,500	17,700	15,869	(1,831)	89.7%
Communication Services	10,000	10,000	9,146	(854)	91.5%
Office Equipment	5,000	4,000	3,598	(402)	90.0%
Computer Equipment	9,000	9,000	14,381	5,381	159.8%
Professional Services	507,600	667,980	548,003	(119,977)	82.0%
Park Programming & Events	158,500	89,000	156,572	67,572	175.9%
Utilities	126,000	220,000	163,548	(56,452)	74.3%
Conferences	3,000	3,000	3,571	571	119.0%
Travel	40,000	25,000	29,641	4,641	118.6%
Depreciation Expense	5,000	-	4,000	4,000	100.0%
Total Expense	2,023,368	2,843,007	2,743,955	(99,052)	96.5%
Net Income	67,632	-	(327,655)	(327,655)	100.0%





**Midtown Improvement and
Development Corporation
dba Midtown Parks Conservancy**

FINANCIAL STATEMENTS

December 31, 2024 and 2023



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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Midtown Improvement and Development Corporation
dba Midtown Parks Conservancy
Houston, Texas

Opinion

We have audited the accompanying financial statements of Midtown Improvement and Development Corporation, dba Midtown Parks Conservancy (the Conservancy), which comprise the statements of financial position as of December 31, 2024 and 2023, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Conservancy as of December 31, 2024 and 2023, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Conservancy and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Conservancy's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Conservancy's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Conservancy's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Houston, Texas

[DATE]

Midtown Improvement and Development Corporation
dba Midtown Parks Conservancy
Statements of Financial Position

<i>December 31,</i>	2024	2023
Assets		
Current assets		
Cash and cash equivalents	\$ 576,947	\$ 735,992
Contributions receivable, net	309,969	248,314
Total current assets	886,916	984,306
Property and equipment, net	21,887	-
Total assets	\$ 908,803	\$ 984,306
Liabilities and Net Assets		
Liabilities		
Accounts payable and accrued expenses	\$ 221,099	\$ 333,540
Total liabilities	221,099	333,540
Net assets		
Without donor restrictions	652	100,078
With donor restrictions	687,052	550,688
Total net assets	687,704	650,766
Total liabilities and net assets	\$ 908,803	\$ 984,306

The accompanying notes are an integral part of these financial statements.

Midtown Improvement and Development Corporation
dba Midtown Parks Conservancy
Statement of Activities

<i>For the year ended December 31, 2024</i>	Without Donor Restrictions	With Donor Restrictions	Total
Revenue and Other Support			
Contributions	\$ 1,027,434	\$ 1,060,198	\$ 2,087,632
Contributions of non financial assets	688,903	-	688,903
Facilities revenues	2,202	-	2,202
Investment income	10,775	-	10,775
Net assets released from restrictions	923,834	(923,834)	-
Total revenue and other support	2,653,148	136,364	2,789,512
Expenses			
<i>Program services</i>			
Legacy and new improvements	1,045,363	-	1,045,363
Park series	1,025,759	-	1,025,759
Park - art	38,390	-	38,390
Midtown Park garage	339,257	-	339,257
Total program services	2,448,769	-	2,448,769
<i>Supporting services</i>			
Management and general	303,805	-	303,805
Total supporting services	303,805	-	303,805
Total expenses	2,752,574	-	2,752,574
Change in net assets	(99,426)	136,364	36,938
Net assets at beginning of year	100,078	550,688	650,766
Net assets at end of year	\$ 652	\$ 687,052	\$ 687,704

The accompanying notes are an integral part of these financial statements.

Midtown Improvement and Development Corporation
dba Midtown Parks Conservancy
Statement of Activities

<i>For the year ended December 31, 2023</i>	Without Donor Restrictions	With Donor Restrictions	Total
Revenue and Other Support			
Contributions	\$ 870,985	\$ 913,174	\$ 1,784,159
Contributions of non financial assets	667,539	-	667,539
Investment income	12,037	-	12,037
Net assets released from restrictions	1,267,200	(1,267,200)	-
Total revenue and other support	2,817,761	(354,026)	2,463,735
Expenses			
<i>Program services</i>			
Legacy and new improvements	940,044	-	940,044
Park series	1,114,494	-	1,114,494
Park - art	36,493	-	36,493
Midtown Park garage	335,789	-	335,789
Total program services	2,426,820	-	2,426,820
<i>Supporting services</i>			
Management and general	286,720	-	286,720
Total supporting services	286,720	-	286,720
Total expenses	2,713,540	-	2,713,540
Change in net assets	104,221	(354,026)	(249,805)
Net assets at beginning of year	(4,143)	904,714	900,571
Net assets at end of year	\$ 100,078	\$ 550,688	\$ 650,766

The accompanying notes are an integral part of these financial statements.

**Midtown Improvement and Development Corporation
dba Midtown Parks Conservancy
Statement of Functional Expenses**

For the year ended December 31, 2024

	Program Services					Supporting Services		Total Expenses
	Legacy and New Improvements	Park Series	Park - Art	Midtown Parking Garage	Programs Subtotal	Management and General		
Salaries and benefits	\$ 183,225	\$ 246,939	\$ 30,410	\$ 121,274	\$ 581,848	\$ 107,055	\$ 688,903	
Services and professional fees	15,000	381,284	7,980	206,080	610,344	94,734	705,078	
Maintenance expenses	836,530	301,449	-	11,903	1,149,882	21,952	1,171,834	
Office and occupancy	-	3,575	-	-	3,575	19,609	23,184	
Office expenses	-	3,534	-	-	3,534	9,229	12,763	
Travel and meeting	10,608	-	-	-	10,608	10,779	21,387	
Insurance	-	-	-	-	-	31,560	31,560	
Park programming	-	88,978	-	-	88,978	8,887	97,865	
Total expenses	\$ 1,045,363	\$ 1,025,759	\$ 38,390	\$ 339,257	\$ 2,448,769	\$ 303,805	\$ 2,752,574	

The accompanying notes are an integral part of these financial statements.

**Midtown Improvement and Development Corporation
dba Midtown Parks Conservancy
Statement of Functional Expenses**

For the year ended December 31, 2023

	Program Services				Programs Subtotal	Supporting Services	Total Expenses
	Legacy and New Improvements	Park Series	Park - Art	Midtown Parking Garage		Management and General	
Salaries and benefits	\$ 173,391	\$ 241,083	\$ 28,330	\$ 114,152	\$ 556,956	\$ 110,583	\$ 667,539
Services and professional fees	21,951	332,233	8,163	199,355	561,702	109,987	671,689
Maintenance expenses	729,586	424,433	-	16,594	1,170,613	14,058	1,184,671
Office and occupancy	-	17,936	-	-	17,936	27,000	44,936
Travel and meeting	15,116	24,283	-	5,688	45,087	1,232	46,319
Insurance	-	-	-	-	-	15,182	15,182
Park programming	-	74,526	-	-	74,526	8,678	83,204
Total expenses	\$ 940,044	\$ 1,114,494	\$ 36,493	\$ 335,789	\$ 2,426,820	\$ 286,720	\$ 2,713,540

The accompanying notes are an integral part of these financial statements.

Midtown Improvement and Development Corporation
dba Midtown Parks Conservancy
Statements of Cash Flows

<i>For the years ended December 31,</i>	2024	2023
Operating activities		
Change in net assets	\$ 36,938	\$ (249,805)
Adjustments to reconcile change in net assets to net cash used in operating activities		
Depreciation expense	1,563	-
Change in operating assets and liabilities		
Contributions receivable, net	(61,655)	51,639
Accounts payable and accrued expenses	(112,441)	61,265
Net cash used in operating activities	(135,595)	(136,901)
Investing activities		
Purchase of property and equipment	(23,450)	-
Net cash used in investing activities	(23,450)	-
Net change in cash and cash equivalents	(159,045)	(136,901)
Cash and cash equivalents, beginning of year	735,992	872,893
Cash and cash equivalents, end of year	\$ 576,947	\$ 735,992

The accompanying notes are an integral part of these financial statements.

**Midtown Improvement and Development Corporation
dba Midtown Parks Conservancy
Notes to Financial Statements**

Note 1: DESCRIPTION OF THE ORGANIZATION

Midtown Improvement and Development Corporation (MIDCorp), is a Texas not-for-profit organization formed on December 30, 2013. In October 2016, MIDCorp filed with the State of Texas to assume the name Midtown Parks Conservancy (the Conservancy). MIDCorp was formed to aid and assist Midtown Redevelopment Authority (the Authority) and Midtown Management District (the District) with the promotion, development, encouragement and maintenance of employment, commerce, transportation, housing, tourism, recreation, the arts, entertainment, economic development, safety and the public welfare in Midtown Houston. In addition, the Conservancy maintains and operates several Authority owned facilities including Midtown Park, Midtown Park Parking Garage and Bagby Park. The Conservancy conducts the following programs:

Legacy and New Improvements - improvements to property owned by the Authority and the District under the management and maintenance agreement discussed in Note 5.

Park Series - programming responsibilities assumed over parks owned by the Authority under the management and maintenance agreement discussed in Note 5.

Park – Art - consists of costs of artists contracted for the design and installation of works of art in the parks owned by the Authority and its upkeep.

Midtown Parking Garage - consists of costs associated to manage, operate and maintain Midtown Park Parking Garage under the parking management agreement discussed in Note 6.

Note 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). The Financial Accounting Standards Board (FASB) provides authoritative guidance regarding U.S. GAAP through the Accounting Standards Codification (ASC) and related Accounting Standards Updates (ASUs).

Use of Estimates

The preparation of U.S. GAAP financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and changes therein, and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Estimates that are particularly susceptible to significant change in the near term are related to allocation of functional expenses.

Cash and Cash Equivalents

Cash and cash equivalents include cash and all highly liquid investments with an original maturity of 90 days or less.

**Midtown Improvement and Development Corporation
dba Midtown Parks Conservancy
Notes to Financial Statements**

Note 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Contributions Receivable

Conditional contributions are not recognized in the financial statements until the conditions are substantially met or explicitly waived by the donor. Unconditional contributions that are expected to be collected within one year are recorded at net realizable value. Unconditional contributions that are expected to be collected in more than one year are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the contributions are received. Amortization of the discounts is included in contribution revenue. In the absence of donor stipulations to the contrary, contributions with payments due in future periods are restricted to use after the due date. Contributions that remain uncollected more than one year after their due dates are written off unless the donors indicate that payment is merely postponed. Management considers contributions receivable to be fully collectible as of December 31, 2024 and 2023; accordingly, no allowance for doubtful accounts has been recorded.

Property and Equipment

All acquisitions of property and equipment in excess of \$5,000 and all expenditures for maintenance, renewals, and betterments that materially prolong the useful lives of assets are capitalized. Repairs and maintenance are expensed as incurred. Property and equipment are carried at cost or, if donated, at the approximate fair value at the date of donation. Depreciation is computed using the straight-line method over the estimated useful lives of the assets.

Net Assets

The Conservancy reports information regarding its financial position and activities according to two classes of net assets that are based upon the existence or absence of restrictions on use that are placed by its donors: net assets without donor restrictions and net assets with donor restrictions.

Net assets without donor restrictions are resources available to support operations and not subject to donor restrictions. The only limits on the use of net assets without donor restrictions are the broad limits resulting from the nature of the Conservancy, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations.

Net assets with donor restrictions are resources that are subject to donor-imposed restrictions. Some restrictions are temporary in nature, such as those that are restricted by a donor for use for a particular purpose or in a particular future period. Other restrictions may be perpetual in nature; such as those that are restricted by a donor that the resources be maintained in perpetuity.

When a donor's restriction is satisfied, either by using the resources in the manner specified by the donor or by the passage of time, the expiration of the restriction is reported in the financial statements by reclassifying the net assets from net assets with donor restrictions to net assets without donor restrictions.

**Midtown Improvement and Development Corporation
dba Midtown Parks Conservancy
Notes to Financial Statements**

Note 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition

Facilities revenues including park rental revenue and parking garage revenue are accounted for under FASB ASC Topic 606, *Revenue from Contracts with Customers (ASC 606)*, recognizing revenue when performance obligations under the terms of the contracts with the customers are satisfied, that is, when the event for which the park is rented occurs; or over a period of time (monthly) as the parking garage service is provided. See also Note 6. There were no contract assets, receivables, or contract liabilities outstanding at December 31, 2024, 2023 and January 1, 2023.

Contributions are recognized when cash, other assets, an unconditional promise to give, or notification of a beneficial interest is received. Conditional promises to give are not recognized until the conditions on which they depend have been substantially met or the donor has explicitly removed the conditions. Contributions received with donor-imposed restrictions that are met in the same year in which the contributions are received are classified as net assets without donor restrictions.

Donated Services

Donated services are recognized as contributions if the services (a) create or enhance nonfinancial assets or (b) require specialized skills, are performed by people who possess those skills, and would otherwise be purchased by the Conservancy. The Conservancy's salaries and related benefits, office space, and equipment is paid for by a related party (See Note 9). The Conservancy records the related revenue and expense in the statements of activities based on actual costs incurred by the related party on its behalf.

Functional Allocation of Expenses

Directly identifiable expenses are charged to programs and supporting services. Expenses related to salaries and benefits, services and professional fees, and office and occupancy have been allocated among the programs and supporting services benefited on the basis of estimates of time and effort.

Income Taxes

The Conservancy is a not-for-profit organization that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and is classified as a public charity under Section 509(a)(2).

The Conservancy utilizes the accounting requirements associated with uncertainty in income taxes using the provisions of FASB ASC 740, *Income Taxes*. Using that guidance, tax positions initially need to be recognized in the financial statements when it is more-likely-than-not the positions will be sustained upon examination by the tax authorities. It also provides guidance for derecognition, classification, interest and penalties, accounting in interim periods, disclosure and transition. As of December 31, 2024 and 2023, the Conservancy has no uncertain tax provisions that qualify for recognition or disclosure in the financial statements.

Subsequent Events

Management has evaluated subsequent events through the date that the financial statements were available to be issued, [DATE] and determined there were no events that occurred that required disclosure. No subsequent events occurring after this date have been evaluated for inclusion in these financial statements.

**Midtown Improvement and Development Corporation
dba Midtown Parks Conservancy
Notes to Financial Statements**

Note 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Reclassifications

Certain reclassifications were made to prior year balances to conform with current year presentation.

Note 3: LIQUIDITY AND FINANCIAL ASSETS AVAILABILITY

The Conservancy maintains its financial assets primarily in cash and cash equivalents to provide liquidity to ensure funds are available as the Conservancy's expenditures come due. The following reflects the Conservancy's financial assets as of the statement of financial position date, reduced by amounts not available for general use within one year of the statement of financial position date because of contractual or donor-imposed restrictions.

<i>December 31,</i>	2024	2023
Total assets at year end	\$ 908,803	\$ 984,306
Less non-financial assets		
Property and equipment, net	(21,887)	-
Financial assets at year-end	886,916	984,306
Less those not available for general expenditures within one year, due to contractual or donor-imposed restrictions		
Restricted by donor with purpose restrictions	(687,052)	(550,688)
Financial assets available to meet cash needs for general expenditures within one year	\$ 199,864	\$ 433,618

Note 4: PROPERTY AND EQUIPMENT

Property and equipment consist of the following:

<i>December 31,</i>	Estimated Useful Lives (in years)	2024	2023
Park equipment	10	\$ 23,450	\$ -
Total depreciable property and equipment		23,450	-
Accumulated depreciation		(1,563)	-
Total property and equipment, net		\$ 21,887	\$ -

Depreciation expense for the year ended December 31, 2024 amounted to \$1,563. There was no depreciation expense for the year ended December 31, 2023.

**Midtown Improvement and Development Corporation
dba Midtown Parks Conservancy
Notes to Financial Statements**

Note 5: AGREEMENTS WITH MIDTOWN REDEVELOPMENT AUTHORITY AND MIDTOWN MANAGEMENT DISTRICT

In July 2015, MIDCorp and the Authority and the District entered into a Management and Maintenance Agreement. Also in July 2015, MIDCorp entered into an Operating Agreement with the Authority. The Authority is a public non-profit local government corporation created and organized under the provisions of Chapter 431, Texas Transportation Code, and authorized and approved by the City of Houston, Texas (the City) and the District is a special purpose district created under Chapter 3809, Texas Special District Local Laws.

Management and Maintenance Agreement

Under the terms of the Management and Maintenance Agreement, the Conservancy will provide management and maintenance services related to certain public improvements (the Improvements) that are beyond the maintenance responsibility of the City and are within the boundaries of the Service Area, as defined in the agreement. The Agreement is effective for ten years from July 1, 2015 and automatically renews in consecutive ten year periods.

Both the Authority and the District will budget and contribute funds annually to fund the maintenance obligations as defined in the agreement. Beginning February 1, 2016, the District shall make a contribution totaling \$200,000, and in each subsequent year, the District's contribution shall be equal to the prior year's contribution plus 3% subject to the District's budget and approval. The Authority will provide an annual contribution equal to 25% of the annual District contribution beginning February 1, 2016. The Authority's annual budget is subject to approval by City Council. Contributions from the District will be used to maintain, repair and replace, as needed, the Legacy Improvements as defined in the agreement. The agreement may also be amended to include additional improvements acquired, constructed, and installed by or on behalf of the Authority. The Authority and the District shall share the maintenance cost on a 50%-50% basis, provided the District agrees to assume maintenance responsibility for such additional improvements. The Agreement was subject to amendment on or after July 1, 2018. However, as of the date of this report, no amendments have been made to the Agreement.

In addition, the Authority will also assist the Conservancy in establishing a Renewal and Replacement Fund, to which the Authority will budget and contribute a minimum of \$25,000 annually until the Renewal and Replacement Fund reaches five percent of the value of the Improvements in the Service Area. The value of the improvements is subject to reevaluation every five years.

Operating Agreement

Under the terms of the Operating Agreement, the Conservancy will operate, manage, maintain and preserve the Park Facilities (including Bagby Park, Midtown Park and Midtown Park Parking Garage), as defined in the agreement. Revenue from these facilities is remitted to, or retained by, MIDCorp to support its operations. The agreement is effective for 40 years and automatically renews for two consecutive 20 year periods. Under the terms of the Operating Agreement, the Authority shall pay an Annual Management Fee totaling \$250,000 per year for the first two years, then each year thereafter an amount not to exceed \$500,000 per year based on the Conservancy's Annual Operating Plan. Certain credits are applied towards the Annual Maintenance Fee based on excess facilities revenues as defined by the terms of the agreement. The Authority's annual budget is subject to approval by City Council.

**Midtown Improvement and Development Corporation
dba Midtown Parks Conservancy
Notes to Financial Statements**

Note 5: AGREEMENTS WITH MIDTOWN REDEVELOPMENT AUTHORITY AND MIDTOWN MANAGEMENT DISTRICT (Continued)

Operating Agreement (Continued)

In addition, the Authority shall pay to the Conservancy for the first ten years of the Operating Agreement, \$50,000 to be applied to the Renewal and Replacement Fund as described in the Management and Maintenance Agreement.

Joint Landscaping Maintenance Agreement

In 2020, the District entered into an agreement with the Metropolitan Transit Authority of Harris County, Texas (Metro) in which the District is responsible for the maintenance of three esplanades that are adjacent to the railway for the Metro Rail Red Line train on Main Street between the Wheeler Transit Center and Gray Street, and located in the District's operational area. The District's responsibilities are effectuated through the Conservancy. Therefore, all expenses incurred by the Conservancy under this agreement are fully reimbursed by the District.

Note 6: PARKING MANAGEMENT AGREEMENT

Under the terms of the Parking Management Agreement, effective December 1, 2016, WINPARK Management, LLC (WINPARK) will manage, operate and maintain Midtown Park Parking Garage (Garage), as defined in the agreement. The agreement is effective for 5 years and can be extended for 1 year extension terms, upon written request. The Conservancy shall pay a monthly management fee totaling \$2,000 through December 31, 2020 and \$1,500, as amended on January 1, 2021. The amount of management fee shall not be increased before April 1, 2022, and is only subject to revision by mutual agreement of the parties. Under the terms of this agreement, WINPARK shall remit monthly receipts collected from charges for use of the parking facility net of operating expenses paid by WINPARK. If the monthly charges do not cover the monthly operating expenses, the Conservancy shall pay any deficit to WINPARK. The parking garage net receipts for the year ended December 31, 2024 totaled \$2,202 and are included in revenues on the statements of activities. There were no parking garage net receipts for the year ended December 31, 2023.

Note 7: NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are available for the following purposes:

<i>December 31,</i>	2024	2023
Purpose restricted		
Renewal and replacement	\$ 27,941	\$ 90,470
Maintenance of Legacy Improvements	242,526	57,777
Maintenance of New Improvements	416,585	402,441
Total net assets with donor restrictions	\$ 687,052	\$ 550,688

Midtown Improvement and Development Corporation
dba Midtown Parks Conservancy
Notes to Financial Statements

Note 7: NET ASSETS WITH DONOR RESTRICTIONS (Continued)

A summary of the release of donor restrictions consists of the following:

<i>For the years ended December 31,</i>	2024	2023
Purpose restrictions		
Capital campaign	\$ -	\$ 477,539
Renewal and replacement	137,530	138,558
Maintenance of Legacy Improvements	394,922	454,045
Maintenance of New Improvements	391,382	197,058
Total net assets released from donor restrictions	\$ 923,834	\$ 1,267,200

Note 8: CONCENTRATIONS

The Conservancy's primary sources of operating income are contributions from local government corporations and private corporate donors. Two contributors accounted for 98% and 100% of contribution revenue for each of the years ended December 31, 2024 and 2023, respectively. For the years ended December 31, 2024 and 2023, the Authority contributed an additional \$1,638,000 and \$1,539,000, respectively, to the Conservancy in cash and in-kind contributions for general operations.

Cash and cash equivalents are maintained at three financial institutions in Houston, Texas. The Conservancy maintains cash deposits with a financial institution at December 31, 2024 and 2023 in excess of federally insured limits of \$228,739 and \$300,460, respectively.

Note 9: RELATED PARTY TRANSACTIONS

The Conservancy has an administrative contract with the Authority whereby the Authority provides administrative and management services to the Conservancy beginning January 1, 2016. The Authority provides office space, certain equipment and certain staff services to the Conservancy. Effective April 2019, the Conservancy entered into a verbal agreement with the Authority in which all services under the administrative contract for the operations of the Conservancy's programs as well as the administrative overhead would be provided by the Authority without request for reimbursement to the Conservancy.

The Conservancy recognized contributed nonfinancial assets within revenue, including program and support related donations based on the actual costs incurred by the Authority. There were no donor-imposed restrictions associated with donated services and all donated services were used by the Conservancy.

**Midtown Improvement and Development Corporation
dba Midtown Parks Conservancy
Notes to Financial Statements**

Note 9: RELATED PARTY TRANSACTIONS (Continued)

The components of the Authority's donations to the Conservancy consists of the following:

<i>For the years ended December 31,</i>	2024	2023
Program services		
Legacy and New Improvements	\$ 183,225	\$ 173,392
Park Series	246,939	241,083
Park - Art	30,410	28,330
Midtown Parking Garage	121,274	114,152
Supporting services		
Management and general	107,055	110,582
Total contributed services	\$ 688,903	\$ 667,539

For the years ended December 31, 2024 and 2023, the Authority contributed approximately \$351,000 and \$348,000, respectively, to fund the Conservancy's maintenance obligations pursuant to the terms of the management and maintenance agreement (see Note 5). At December 31, 2024 and 2023, there was approximately \$199,000 and \$158,000 in contributions receivable from the Authority which included expenses paid by the Conservancy on behalf of the Authority.

For the years ended December 31, 2024 and 2023, the District contributed approximately \$710,000 and \$565,000, respectively, to fund the Conservancy's maintenance obligations pursuant to the terms of the management and maintenance agreement (see Note 5). At December 31, 2024 and 2023, there was approximately \$108,000 and \$90,000 in contributions receivable from the District which included expenses paid by the Conservancy on behalf of the District.

In addition, a board member of the Authority serves on the board of the Conservancy and a member of the Conservancy's board serves as the Executive Director of both the Authority and the District.

November 17, 2025

Midtown Improvement and Development Corp
410 Pierce Street, Suite 355
Houston, TX 77002

Enclosed is the organization's 2024 Exempt Organization return.

Specific filing instructions are as follows.

FORM 990 RETURN:

This return has qualified for electronic filing. After you have reviewed the return for completeness and accuracy, please sign, date and return Form 8879-TE to our office. We will transmit the return electronically to the IRS and no further action is required. Return Form 8879-TE to us by November 17, 2025.

We prepared the return from information you furnished us without verification. Upon examination of the return by tax authorities, requests may be made for underlying data. We therefore recommend that you preserve all records which you may be called upon to produce in connection with such possible examinations.

We sincerely appreciate the opportunity to serve you. Please contact us if you have any questions concerning the tax return.

We have provided you tax advice in connection with the preparation of your U.S. federal tax return and associated tax planning services we have furnished. This advice is not intended or written to be used by any taxpayer for the purpose of avoiding penalties that may be imposed on the taxpayer by the Internal Revenue Service, and it cannot be used by any taxpayer for such purpose.

CRI Advisors, LLC

TAX RETURN FILING INSTRUCTIONS

FORM 990

FOR THE YEAR ENDING

December 31, 2024

Prepared For:

Midtown Improvement and Development Corp
410 Pierce Street, Suite 355
Houston, TX 77002

Prepared By:

CRI Advisors, LLC
Two Riverway, 15th Floor
Houston, TX 77056

Amount Due or Refund:

Not applicable

Make Check Payable To:

Not applicable

Mail Tax Return and Check (if applicable) To:

Not applicable

Return Must be Mailed On or Before:

Not applicable

Special Instructions:

This return has qualified for electronic filing. After you have reviewed the return for completeness and accuracy, please sign, date and return Form 8879-TE to our office using our secure file transfer website – <https://criadv.hubsync.com/> . We will transmit the return electronically to the IRS and no further action is required. Return Form 8879-TE to us by November 17, 2025

Form **8879-TE**

IRS E-file Signature Authorization for a Tax Exempt Entity

For calendar year 2024, or fiscal year beginning _____, 2024, and ending _____, 20____

2024

Department of the Treasury
Internal Revenue Service

Do not send to the IRS. Keep for your records.

Go to www.irs.gov/Form8879TE for the latest information.

Name of filer

MIDTOWN IMPROVEMENT AND DEVELOPMENT CORP

EIN or SSN

47-3549741

Name and title of officer or person subject to tax

**MATT THIBODEAUX
SECRETARY/TREASURER**

Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a, or 10a below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b, or 10b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not complete more than one line in Part I.**

1a Form 990 check here <input checked="" type="checkbox"/>	b Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1b <u>2,100,609.</u>
2a Form 990-EZ check here <input type="checkbox"/>	b Total revenue, if any (Form 990-EZ, line 9)	2b _____
3a Form 1120-POL check here <input type="checkbox"/>	b Total tax (Form 1120-POL, line 22)	3b _____
4a Form 990-PF check here <input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part V, line 5)	4b _____
5a Form 8868 check here <input type="checkbox"/>	b Balance due (Form 8868, line 3c)	5b _____
6a Form 990-T check here <input type="checkbox"/>	b Total tax (Form 990-T, Part III, line 4)	6b _____
7a Form 4720 check here <input type="checkbox"/>	b Total tax (Form 4720, Part III, line 1)	7b _____
8a Form 5227 check here <input type="checkbox"/>	b FMV of assets at end of tax year (Form 5227, Item D)	8b _____
9a Form 5330 check here <input type="checkbox"/>	b Tax due (Form 5330, Part II, line 19)	9b _____
10a Form 8038-CP check here <input type="checkbox"/>	b Amount of credit payment requested (Form 8038-CP, Part III, line 22)	10b _____

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that I am an officer of the above entity or I am a person subject to tax with respect to (name of entity) _____, (EIN) _____ and that I have examined a copy of the 2024 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

I authorize CRI ADVISORS, LLC to enter my PIN 12345
ERO firm name Enter five numbers, but do not enter all zeros

as my signature on the tax year 2024 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2024 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax

Date

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

76193876113

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2024 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163**, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature

CRI ADVISORS, LLC

Date

11/17/25

ERO Must Retain This Form - See Instructions

Do Not Submit This Form to the IRS Unless Requested To Do So

For Privacy Act and Paperwork Reduction Act Notice, see instructions.

Form **8879-TE** (2024)

Return of Organization Exempt From Income Tax

Form 990

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.

2024

Open to Public Inspection

A For the 2024 calendar year, or tax year beginning and ending

B Check if applicable: C Name of organization: MIDTOWN IMPROVEMENT AND DEVELOPMENT CORP. D Employer identification number: 47-3549741. E Telephone number: (713) 526-7577. G Gross receipts \$: 2,100,609. H(a) Is this a group return for subordinates? H(b) Are all subordinates included? H(c) Group exemption number. J Website: N/A. K Form of organization: X Corporation. L Year of formation: 2013. M State of legal domicile: TX.

Part I Summary

Table with 3 columns: Description, Prior Year, Current Year. Rows include: 1 Briefly describe the organization's mission... 2 Check this box... 3-7 Governance metrics. 8-12 Revenue. 13-19 Expenses. 20-22 Net Assets or Fund Balances.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of officer: MATT THIBODEAUX, SECRETARY/TREASURER. Date: 11/17/25. Preparer: KRISTEN SIMPSON, CRI ADVISORS, LLC. Date: 11/17/25. PTIN: P01268482. Firm's EIN: 99-4625061. Firm's address: TWO RIVERWAY, 15TH FLOOR, HOUSTON, TX 77056. Phone no. 713-621-8090.

May the IRS discuss this return with the preparer shown above? See instructions. X Yes [] No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III [X]

1 Briefly describe the organization's mission: AID AND ASSIST THE MIDTOWN REDEVELOPMENT AUTHORITY OF THE CITY OF HOUSTON, TEXAS WITH THE IMPLEMENTATION OF THE PROJECT PLAN FOR THE REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS, AND THE MIDTOWN MANAGEMENT DISTRICT, A SPECIAL DISTRICT CREATED UNDER CHAPTER 3809,

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? [] Yes [X] No

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? [] Yes [X] No

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ 1,866,921. including grants of \$) (Revenue \$) AID AND ASSIST THE MIDTOWN REDEVELOPMENT AUTHORITY OF THE CITY OF HOUSTON, TEXAS WITH THE IMPLEMENTATION OF THE PROJECT PLAN FOR THE REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS, AND THE MIDTOWN MANAGEMENT DISTRICT, A SPECIAL DISTRICT CREATED UNDER CHAPTER 3809, TEXAS SPECIAL DISTRICT LOCAL LAWS CODE, WITH THE PROMOTION, DEVELOPMENT, ENCOURAGEMENT AND MAINTENANCE OF EMPLOYMENT, COMMERCE, TRANSPORTATION, HOUSING, TOURISM, RECREATION, THE ARTS, ENTERTAINMENT, ECONOMIC DEVELOPMENT, SAFETY AND THE PUBLIC WELFARE IN THE MIDTOWN AREA OF THE CITY OF HOUSTON, TEXAS.

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe on Schedule O.) (Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses 1,866,921.

Part IV Checklist of Required Schedules

Table with 3 columns: Question ID, Question Text, Yes, No. Rows include questions 1 through 21 regarding organizational requirements and schedules A through I.

Part IV Checklist of Required Schedules (continued)

Table with 3 columns: Question ID, Question Text, and Yes/No columns. Rows include questions 22 through 38 regarding grants, compensation, tax-exempt bonds, excess benefit transactions, and other IRS filings.

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

Table with 3 columns: Question ID, Question Text, and Yes/No columns. Rows include questions 1a, 1b, and 1c regarding Form 1096, Forms W-2G, and backup withholding rules.

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

Table with columns for question number, question text, and Yes/No columns. Includes rows 2a through 17 with various tax compliance questions and answers like '0', 'N/A', and 'X'.

Part VI Governance, Management, and Disclosure. For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI [X]

Section A. Governing Body and Management

Table with 3 columns: Question, Yes, No. Rows include: 1a Enter the number of voting members of the governing body at the end of the tax year; 1b Enter the number of voting members included on line 1a, above, who are independent; 2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?; 3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?; 4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?; 5 Did the organization become aware during the year of a significant diversion of the organization's assets?; 6 Did the organization have members or stockholders?; 7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?; 7b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?; 8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following: a The governing body? b Each committee with authority to act on behalf of the governing body?; 9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O.

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

Table with 3 columns: Question, Yes, No. Rows include: 10a Did the organization have local chapters, branches, or affiliates?; 10b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?; 11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?; 11b Describe on Schedule O the process, if any, used by the organization to review this Form 990.; 12a Did the organization have a written conflict of interest policy? If "No," go to line 13; 12b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?; 12c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe on Schedule O how this was done; 13 Did the organization have a written whistleblower policy?; 14 Did the organization have a written document retention and destruction policy?; 15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?; 15a The organization's CEO, Executive Director, or top management official; 15b Other officers or key employees of the organization; 16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?; 16b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed NONE
18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply. [X] Own website [] Another's website [X] Upon request [] Other (explain on Schedule O)
19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
20 State the name, address, and telephone number of the person who possesses the organization's books and records
THE ORGANIZATION - (713) 526-7577
410 PIERCE STREET, SUITE 355, HOUSTON, TX 77002

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

checkbox

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's current officers, directors, trustees... List all of the organization's current key employees... List the organization's five current highest compensated employees... List all of the organization's former officers, key employees, and highest compensated employees... List all of the organization's former directors or trustees...

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

Table with 6 main columns: (A) Name and title, (B) Average hours per week, (C) Position, (D) Reportable compensation from the organization, (E) Reportable compensation from related organizations, (F) Estimated amount of other compensation. Includes entries for WILLIAM R. FRANKS, MATT THIBODEAUX, ABE S. GOREN, and WILLIE T. COLEMAN.

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

Table with 6 main columns: (A) Name and title, (B) Average hours per week, (C) Position, (D) Reportable compensation from the organization, (E) Reportable compensation from related organizations, (F) Estimated amount of other compensation. Includes subtotal rows for 1b, 1c, and 1d.

1b Subtotal 0. 0. 0.
1c Total from continuation sheets to Part VII, Section A 0. 0. 0.
1d Total (add lines 1b and 1c) 0. 0. 0.

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization 0

Table with 3 columns: Question, Yes, No. Contains questions 3, 4, and 5 regarding compensation reporting.

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

Table with 3 columns: (A) Name and business address, (B) Description of services, (C) Compensation. Row 1 contains 'NONE' in column A.

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization 0

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

Table with columns: (A) Total revenue, (B) Related or exempt function revenue, (C) Unrelated business revenue, (D) Revenue excluded from tax under sections 512 - 514. Rows include Contributions, Gifts, Grants and Other Similar Amounts; Program Service Revenue; Other Revenue; and Miscellaneous Revenue.

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21 ...				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages				
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes				
11 Fees for services (nonemployees):				
a Management				
b Legal	42,000.	36,357.	5,643.	
c Accounting	80,148.	69,379.	10,769.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Sch O.)	578,423.	500,707.	77,716.	
12 Advertising and promotion				
13 Office expenses	33,533.	6,632.	26,901.	
14 Information technology	4,257.	3,685.	572.	
15 Royalties				
16 Occupancy	851.	168.	683.	
17 Travel	18,552.	9,202.	9,350.	
18 Payments of travel or entertainment expenses for any federal, state, or local public officials ...				
19 Conferences, conventions, and meetings	2,835.	1,406.	1,429.	
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	1,563.	309.	1,254.	
23 Insurance	31,560.		31,560.	
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a LEGACY IMPROVEMENT PROJ	836,530.	836,530.		
b PARK SERIES	301,449.	301,449.		
c PARK PROGRAMMING	97,865.	88,978.	8,887.	
d MANAGEMENT AND GENERAL	21,952.		21,952.	
e All other expenses	12,153.	12,119.	34.	
25 Total functional expenses. Add lines 1 through 24e	2,063,671.	1,866,921.	196,750.	0.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
Assets	1 Cash - non-interest-bearing	735,993.	1	504,673.
	2 Savings and temporary cash investments		2	72,274.
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	247,743.	4	308,097.
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges		9	174.
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 23,450.		
	b Less: accumulated depreciation	10b 1,563.	0.	10c 21,887.
	11 Investments - publicly traded securities		11	
	12 Investments - other securities. See Part IV, line 11		12	
	13 Investments - program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11	570.	15	1,698.
16 Total assets. Add lines 1 through 15 (must equal line 33)	984,306.	16	908,803.	
Liabilities	17 Accounts payable and accrued expenses	327,571.	17	217,230.
	18 Grants payable		18	
	19 Deferred revenue		19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties	5,969.	24	3,869.
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26 Total liabilities. Add lines 17 through 25	333,540.	26	221,099.
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	100,078.	27	652.
	28 Net assets with donor restrictions	550,688.	28	687,052.
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
	32 Total net assets or fund balances	650,766.	32	687,704.
	33 Total liabilities and net assets/fund balances	984,306.	33	908,803.

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

Table with 10 rows for reconciliation of net assets. Line 1: Total revenue 2,100,609. Line 2: Total expenses 2,063,671. Line 3: Revenue less expenses 36,938. Line 4: Net assets at beginning 650,766. Line 10: Net assets at end 687,704.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

Table with 6 rows for financial reporting questions. Row 1: Accounting method (Accrual checked). Row 2a: Financial statements compiled (No). Row 2b: Financial statements audited (Yes). Row 2c: Committee oversight (Yes). Row 3a: Federal award audit (No). Row 3b: Required audit (No).

Form 990 (2024)

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Table with 7 columns: (a) 2020, (b) 2021, (c) 2022, (d) 2023, (e) 2024, (f) Total. Rows include: 1 Gifts, grants, contributions, and membership fees received; 2 Tax revenues levied for the organization's benefit; 3 The value of services or facilities furnished by a governmental unit; 4 Total. Add lines 1 through 3; 5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f); 6 Public support. Subtract line 5 from line 4.

Section B. Total Support

Table with 7 columns: (a) 2020, (b) 2021, (c) 2022, (d) 2023, (e) 2024, (f) Total. Rows include: 7 Amounts from line 4; 8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources; 9 Net income from unrelated business activities, whether or not the business is regularly carried on; 10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.); 11 Total support. Add lines 7 through 10; 12 Gross receipts from related activities, etc. (see instructions); 13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here.

Section C. Computation of Public Support Percentage

Table with 2 columns: Line number, Percentage. Rows include: 14 Public support percentage for 2024 (line 6, column (f), divided by line 11, column (f)); 15 Public support percentage from 2023 Schedule A, Part II, line 14; 16a 33 1/3% support test - 2024. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization; b 33 1/3% support test - 2023. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization; 17a 10% -facts-and-circumstances test - 2024. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization; b 10% -facts-and-circumstances test - 2023. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization; 18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions.

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	1483794.	2092576.	1551921.	2233316.	1808464.	9170071.
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5	1483794.	2092576.	1551921.	2233316.	1808464.	9170071.
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						0.
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						0.
c Add lines 7a and 7b						0.
8 Public support. (Subtract line 7c from line 6.)						9170071.

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
9 Amounts from line 6	1483794.	2092576.	1551921.	2233316.	1808464.	9170071.
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	970.	1,044.	4,699.	12,037.	10,775.	29,525.
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b	970.	1,044.	4,699.	12,037.	10,775.	29,525.
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)	1484764.	2093620.	1556620.	2245353.	1819239.	9199596.

14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here**

Section C. Computation of Public Support Percentage

15 Public support percentage for 2024 (line 8, column (f), divided by line 13, column (f))	15	99.68 %
16 Public support percentage from 2023 Schedule A, Part III, line 15	16	99.79 %

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2024 (line 10c, column (f), divided by line 13, column (f))	17	.32 %
18 Investment income percentage from 2023 Schedule A, Part III, line 17	18	.21 %

19a 33 1/3% support tests - 2024. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

b 33 1/3% support tests - 2023. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

Part IV Supporting Organizations

(Complete only if you checked a box on line 12 of Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer lines 3b and 3c below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer line 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

Part IV Supporting Organizations (continued)

Table with 3 columns: Question, Yes, No. Row 11: Has the organization accepted a gift or contribution from any of the following persons? a A person who directly or indirectly controls... b A family member... c A 35% controlled entity...

Section B. Type I Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 1: Did the governing body, members of the governing body, officers acting in their official capacity... Row 2: Did the organization operate for the benefit of any supported organization other than the supported organization(s)...

Section C. Type II Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 1: Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)?

Section D. All Type III Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 1: Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year... Row 2: Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body... Row 3: By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice...

Section E. Type III Functionally Integrated Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 1: Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions). a The organization satisfied the Activities Test... b The organization is the parent of each of its supported organizations... c The organization supported a governmental entity... Row 2: Activities Test. Answer lines 2a and 2b below. a Did substantially all of the organization's activities during the tax year directly further the exempt purposes... b Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement... Row 3: Parent of Supported Organizations. Answer lines 3a and 3b below. a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees... b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations?

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions.
All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C - Distributable Amount		(A) Prior Year	Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

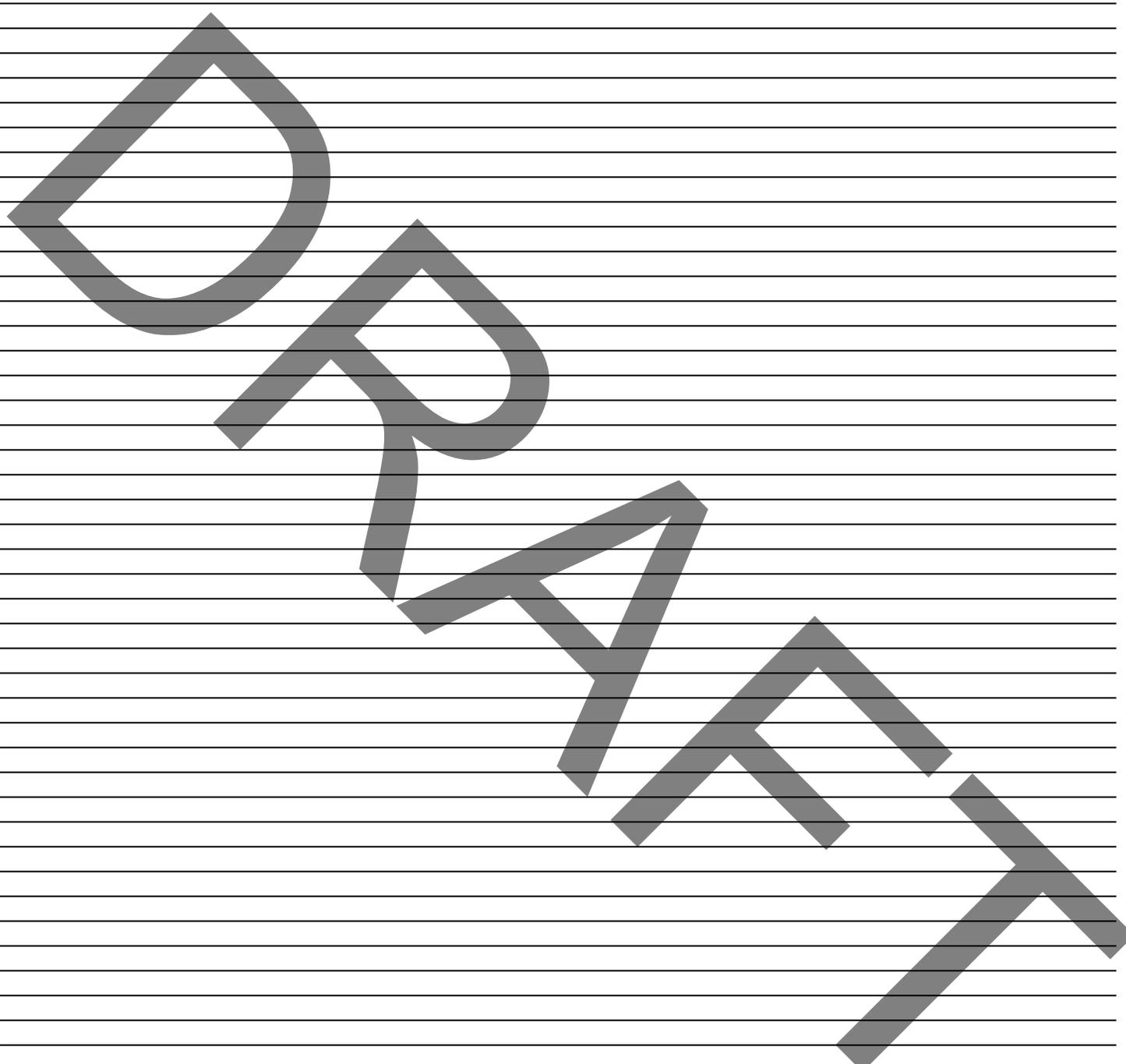
Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3
4	Amounts paid to acquire exempt-use assets	4
5	Qualified set-aside amounts (prior IRS approval required - <i>provide details in Part VI</i>)	5
6	Other distributions (describe in Part VI). See instructions.	6
7	Total annual distributions. Add lines 1 through 6.	7
8	Distributions to attentive supported organizations to which the organization is responsive (<i>provide details in Part VI</i>). See instructions.	8
9	Distributable amount for 2024 from Section C, line 6	9
10	Line 8 amount divided by line 9 amount	10

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2024	(iii) Distributable Amount for 2024
1 Distributable amount for 2024 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2024 (reasonable cause required - <i>explain in Part VI</i>). See instructions.			
3 Excess distributions carryover, if any, to 2024			
a From 2019			
b From 2020			
c From 2021			
d From 2022			
e From 2023			
f Total of lines 3a through 3e			
g Applied to under distributions of prior years			
h Applied to 2024 distributable amount			
i Carryover from 2019 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4 Distributions for 2024 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2024 distributable amount			
c Remainder. Subtract lines 4a and 4b from line 4.			
5 Remaining underdistributions for years prior to 2024, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, <i>explain in Part VI</i> . See instructions.			
6 Remaining underdistributions for 2024. Subtract lines 3h and 4b from line 1. For result greater than zero, <i>explain in Part VI</i> . See instructions.			
7 Excess distributions carryover to 2025. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2020			
b Excess from 2021			
c Excess from 2022			
d Excess from 2023			
e Excess from 2024			

Part VI

Supplemental Information. Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)



**Schedule B
(Form 990)**

(Rev. December 2024)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

Attach to Form 990, 990-EZ, or 990-PF.
Go to www.irs.gov/Form990 for the latest information.

Name of the organization

MIDTOWN IMPROVEMENT AND DEVELOPMENT CORP

Employer identification number

47-3549741

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

501(c)(3) (enter number) organization

4947(a)(1) nonexempt charitable trust **not** treated as a private foundation

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

4947(a)(1) nonexempt charitable trust treated as a private foundation

501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** \$5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year \$ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

Name of organization

Employer identification number

MIDTOWN IMPROVEMENT AND DEVELOPMENT CORP

47-3549741

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	MIDTOWN REDEVELOPMENT AUTHORITY 410 PIERCE ST, SUITE 355 HOUSTON, TX 77002	\$ 1,299,302.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	MIDTOWN MANAGEMENT DISTRICT 410 PIERCE ST, SUITE 355 HOUSTON, TX 77002	\$ 709,693.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
		\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
		\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
		\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
		\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
		\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

Employer identification number

MIDTOWN IMPROVEMENT AND DEVELOPMENT CORP

47-3549741

Part II Noncash Property (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____

Name of organization MIDTOWN IMPROVEMENT AND DEVELOPMENT CORP	Employer identification number 47-3549741
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Part III Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of \$1,000 or less for the year. (Enter this info. once.) \$ _____
Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4

Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4

Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4

Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4

Relationship of transferor to transferee

SCHEDULE D (Form 990)

(Rev. December 2024) Department of the Treasury Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b. Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

Open to Public Inspection

Name of the organization MIDTOWN IMPROVEMENT AND DEVELOPMENT CORP Employer identification number 47-3549741

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

Table with 2 columns: (a) Donor advised funds, (b) Funds and other accounts. Rows include: 1 Total number at end of year, 2 Aggregate value of contributions to (during year), 3 Aggregate value of grants from (during year), 4 Aggregate value at end of year, 5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? (Yes/No), 6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? (Yes/No)

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

Table with 2 columns: Held at the End of the Tax Year. Rows include: 1 Purpose(s) of conservation easements held by the organization (check all that apply): Preservation of land for public use, Protection of natural habitat, Preservation of open space, Preservation of a historically important land area, Preservation of a certified historic structure; 2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year: a Total number of conservation easements, b Total acreage restricted by conservation easements, c Number of conservation easements on a certified historic structure included on line 2a, d Number of conservation easements included on line 2c acquired after July 25, 2006, and not on a historic structure listed in the National Register; 3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year; 4 Number of states where property subject to conservation easement is located; 5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? (Yes/No); 6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year; 7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year; 8 Does each conservation easement reported on line 2d above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? (Yes/No); 9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets. Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

Table with 2 columns: \$. Rows include: 1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.; 1b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items: (i) Revenue included on Form 990, Part VIII, line 1; (ii) Assets included in Form 990, Part X; 2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items: a Revenue included on Form 990, Part VIII, line 1; b Assets included in Form 990, Part X

For Paperwork Reduction Act Notice, see the Instructions for Form 990. Schedule D (Form 990) (Rev. 12-2024)

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

- 3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply).
a Public exhibition
b Scholarly research
c Preservation for future generations
d Loan or exchange program
e Other
4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?

Part IV Escrow and Custodial Arrangements Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian, or other intermediary for contributions or other assets not included on Form 990, Part X?
b If "Yes," explain the arrangement in Part XIII and complete the following table:
Table with columns: Amount, 1c Beginning balance, 1d Additions during the year, 1e Distributions during the year, 1f Ending balance
2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability?
b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided in Part XIII

Part V Endowment Funds Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

Table with 5 columns: (a) Current year, (b) Prior year, (c) Two years back, (d) Three years back, (e) Four years back. Rows include: 1a Beginning of year balance, b Contributions, c Net investment earnings, gains, and losses, d Grants or scholarships, e Other expenditures for facilities and programs, f Administrative expenses, g End of year balance.

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
a Board designated or quasi-endowment %
b Permanent endowment %
c Term endowment %
The percentages on lines 2a, 2b, and 2c should equal 100%.
3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
(i) Unrelated organizations?
(ii) Related organizations?
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?
4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Table with 4 columns: (a) Cost or other basis (investment), (b) Cost or other basis (other), (c) Accumulated depreciation, (d) Book value. Rows include: 1a Land, b Buildings, c Leasehold improvements, d Equipment, e Other. Total: 21,887.

Part VII Investments - Other Securities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

Table with 3 columns: (a) Description of security or category, (b) Book value, (c) Method of valuation. Rows include (1) Financial derivatives, (2) Closely held equity interests, (3) Other, and sub-rows (A) through (H). Total line at the bottom.

Part VIII Investments - Program Related

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

Table with 3 columns: (a) Description of investment, (b) Book value, (c) Method of valuation. Rows numbered (1) through (9). Total line at the bottom.

Part IX Other Assets

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

Table with 2 columns: (a) Description, (b) Book value. Rows numbered (1) through (9). Total line at the bottom.

Part X Other Liabilities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

Table with 2 columns: (a) Description of liability, (b) Book value. Row 1 includes (1) Federal income taxes. Rows numbered 1 through 9. Total line at the bottom.

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ... [X]

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

Table with 5 main rows and sub-rows (a-e) for adjustments. Total revenue reported as 2,100,609.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

Table with 5 main rows and sub-rows (a-e) for adjustments. Total expenses reported as 2,063,671.

Part XIII Supplemental Information

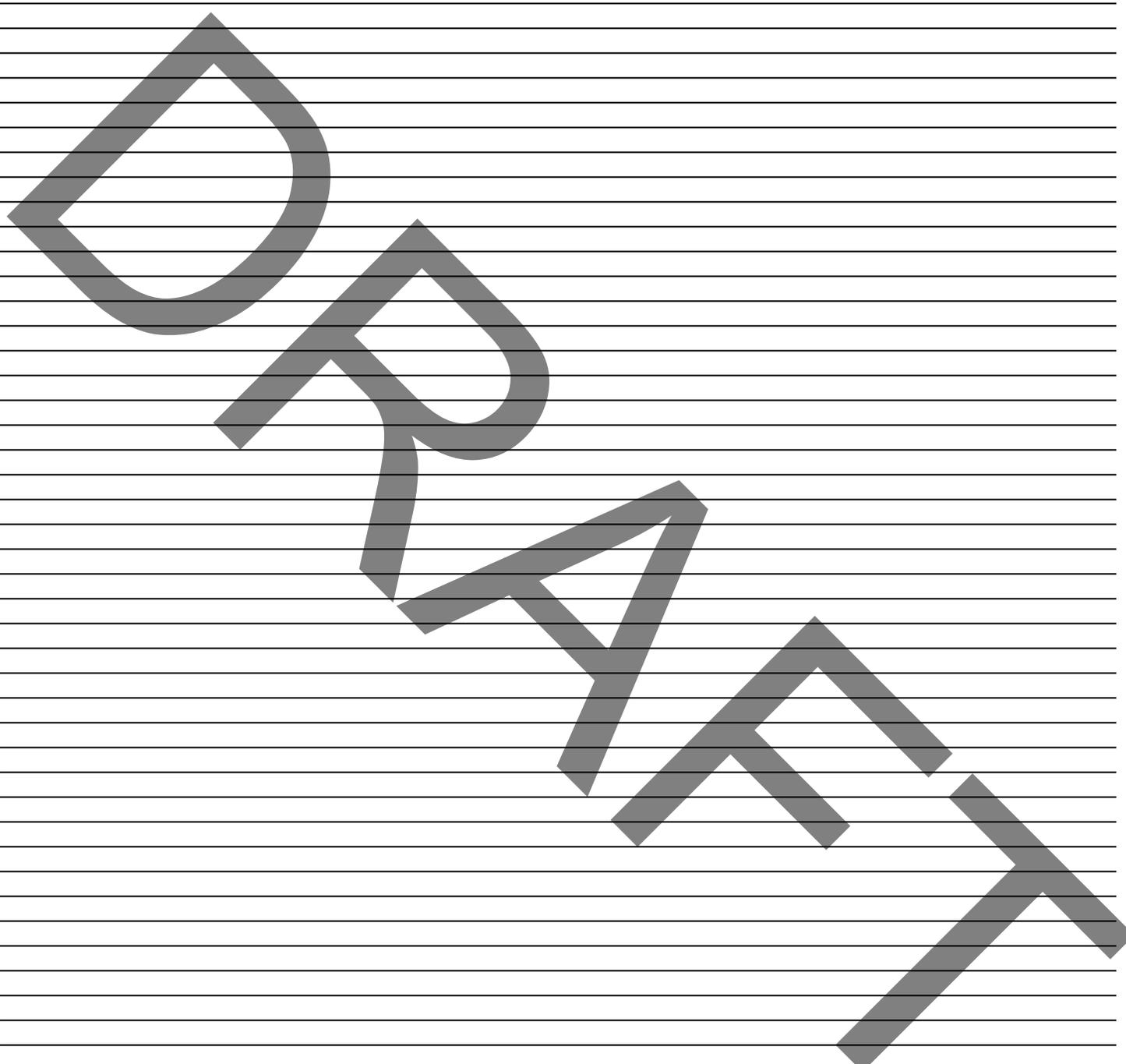
Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART X, LINE 2:

THE CONSERVANCY IS A NOT-FOR-PROFIT ORGANIZATION THAT IS EXEMPT FROM INCOME TAXES UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE AND IS CLASSIFIED AS A PUBLIC CHARITY UNDER SECTION 509(A)(2).

THE CONSERVANCY UTILIZES THE ACCOUNTING REQUIREMENTS ASSOCIATED WITH UNCERTAINTY IN INCOME TAXES USING THE PROVISIONS OF FINANCIAL ACCOUNTING STANDARDS BOARD (FASB) ASC 740, INCOME TAXES. USING THAT GUIDANCE, TAX POSITIONS INITIALLY NEED TO BE RECOGNIZED IN THE FINANCIAL STATEMENTS WHEN IT IS MORE-LIKELY-THAN-NOT THE POSITIONS WILL BE SUSTAINED UPON EXAMINATION BY THE TAX AUTHORITIES. IT ALSO PROVIDES GUIDANCE FOR DERECOGNITION, CLASSIFICATION, INTEREST AND PENALTIES, ACCOUNTING IN INTERIM PERIODS, DISCLOSURE AND TRANSITION. AS OF DECEMBER 31, 2024 AND 2023, THE CONSERVANCY HAS NO UNCERTAIN TAX PROVISIONS THAT QUALIFY FOR RECOGNITION OR DISCLOSURE IN THE FINANCIAL STATEMENTS.

Part XIII Supplemental Information *(continued)*



**SCHEDULE O
(Form 990)**

(Rev. December 2024)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

74

OMB No. 1545-0047

Open to Public
Inspection

Name of the organization MIDTOWN IMPROVEMENT AND DEVELOPMENT CORP	Employer identification number 47-3549741
---	---

FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:
 AID AND ASSIST THE MIDTOWN REDEVELOPMENT AUTHORITY OF THE CITY OF HOUSTON, TEXAS WITH THE IMPLEMENTATION OF THE PROJECT PLAN FOR THE REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS, AND THE MIDTOWN MANAGEMENT DISTRICT, A SPECIAL DISTRICT CREATED UNDER CHAPTER 3809, TEXAS SPECIAL DISTRICT LOCAL LAWS CODE, WITH THE PROMOTION, DEVELOPMENT, ENCOURAGEMENT AND MAINTENANCE OF EMPLOYMENT, COMMERCE, TRANSPORTATION, HOUSING, TOURISM, RECREATION, THE ARTS, ENTERTAINMENT, ECONOMIC DEVELOPMENT, SAFETY AND THE PUBLIC WELFARE IN THE MIDTOWN AREA OF THE CITY OF HOUSTON, TEXAS.

FORM 990, PART III, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:
 TEXAS SPECIAL DISTRICT LOCAL LAWS CODE, WITH THE PROMOTION, DEVELOPMENT, ENCOURAGEMENT AND MAINTENANCE OF EMPLOYMENT, COMMERCE, TRANSPORTATION, HOUSING, TOURISM, RECREATION, THE ARTS, ENTERTAINMENT, ECONOMIC DEVELOPMENT, SAFETY AND THE PUBLIC WELFARE IN THE MIDTOWN AREA OF THE CITY OF HOUSTON, TEXAS.

FORM 990, PART VI, SECTION B, LINE 11B:
 A COPY OF THE FORM 990 IS SUBMITTED TO THE BOARD BEFORE IT IS FILED WITH THE IRS.

FORM 990, PART VI, SECTION B, LINE 12C:
 COMPANY ANNUALLY GIVES OUT AN ADMINISTRATIVE POLICY AND PROCEDURES MANUAL WHICH INCLUDES CONFLICT OF INTEREST AND WHISTLEBLOWER POLICIES.

FORM 990, PART VI, SECTION C, LINE 19:
 ALL DOCUMENTS ARE AVAILABLE UPON REQUEST.

FORM 990, PART IX, LINE 11G, OTHER FEES:

SECURITY:	
PROGRAM SERVICE EXPENSES	340,154.
MANAGEMENT AND GENERAL EXPENSES	52,797.
FUNDRAISING EXPENSES	0.
TOTAL EXPENSES	392,951.

PARK CLEANING & MAINTENANCE:	
PROGRAM SERVICE EXPENSES	10,981.
MANAGEMENT AND GENERAL EXPENSES	1,704.
FUNDRAISING EXPENSES	0.
TOTAL EXPENSES	12,685.

PARKING GARAGE:	
PROGRAM SERVICE EXPENSES	48,218.
MANAGEMENT AND GENERAL EXPENSES	7,484.
FUNDRAISING EXPENSES	0.
TOTAL EXPENSES	55,702.

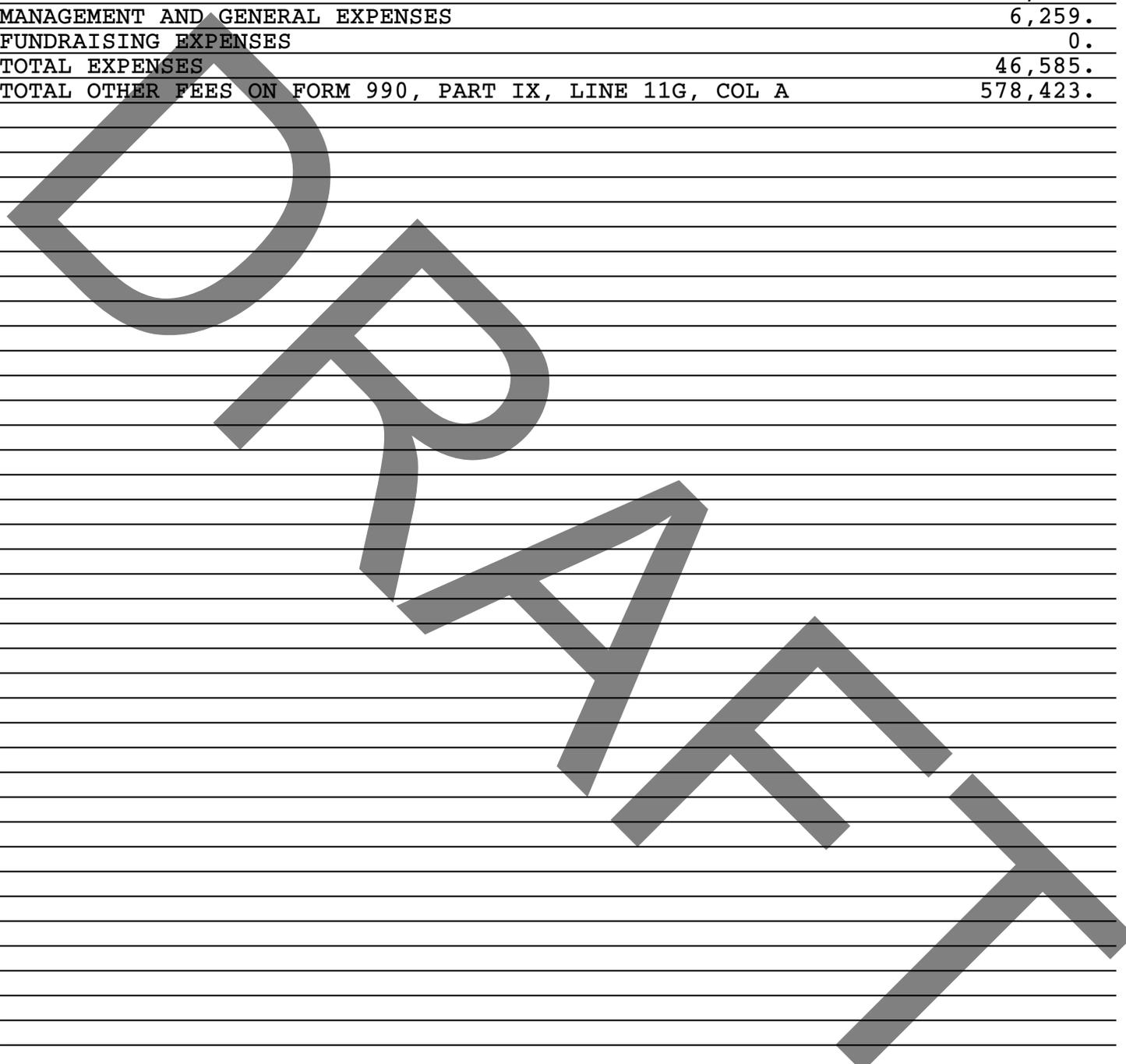
EVENT PLANNER:	
PROGRAM SERVICE EXPENSES	61,028.
MANAGEMENT AND GENERAL EXPENSES	9,472.
FUNDRAISING EXPENSES	0.

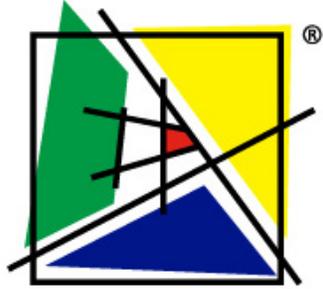
For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule O (Form 990) (Rev. 12-2024)

LHA 432211 01-15-25

Name of the organization	MIDTOWN IMPROVEMENT AND DEVELOPMENT CORP	Employer identification number	47-3549741
TOTAL EXPENSES			70,500.
COMMUNICATION CONSULTANT:			
PROGRAM SERVICE EXPENSES			40,326.
MANAGEMENT AND GENERAL EXPENSES			6,259.
FUNDRAISING EXPENSES			0.
TOTAL EXPENSES			46,585.
TOTAL OTHER FEES ON FORM 990, PART IX, LINE 11G, COL A			578,423.





midtown
H O U S T O N

PROGRAMMING

DRAMA

MPC PROGRAMS + EVENTS REPORT



KEY HIGHLIGHTS 2025

- **140** Total Midtown Events Hosted (135 in 2024)
- **50** 3rd Party Events Hosted (10 in 2024)
- **20,899** Total Park Attendees (14,921 in 2024)
- **13,677** Event Tickets Sold (13,450 in 2024)
- ***67** Media Placements (111 in 2024)

SPECIAL NOTES:

*Eventbrite was retired in Q4 and event ticketing began to transition to the Midtown website;
Media placements for Q1, April, Q3, and Q4 are noted; some are not available due to PR/Marketing transition.*

HIGHLIGHTS

MMD Events Attendance

EVENT	PARK	ATTENDANCE
Blooming Arts Reveal (micro grant winner)	Midtown	30
Coffee with a Cop	Bagby	70
HueMan:Shelter: Urban Paths Walks	Midtown	152
HueMan Shelter Day	Bagby	875
Juneteenth Line Dancing Class/Make Music Day Houston	Bagby	25
National Night Out	Bagby	335
Sounds of Midtown	Bagby	36
Sounds of Midtown	Midtown	775
Transformative Theater (micro grant winner)	Midtown	52

Bagby Park Sign Wraps



Houston Rodeo



Roaring 20's

Bagby Park Sign Wraps



Houston Pride Month



Hispanic Heritage Month

Bagby Park Sign Wraps



Hueman Shelter + Homeless Awareness



Holiday Elves

HIGHLIGHTS

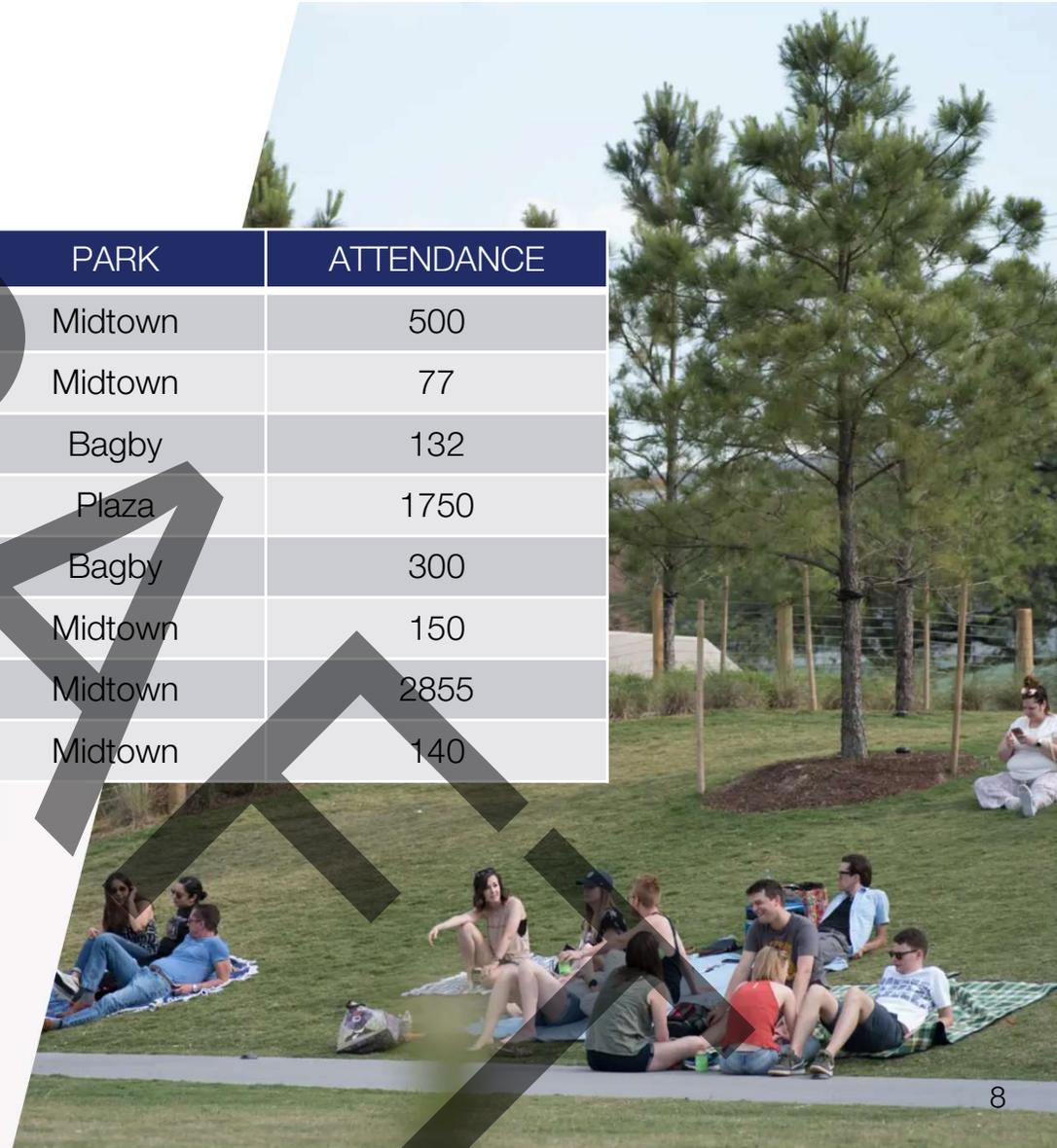
3rd Party Events

EVENT	PARK	ATTENDANCE
El Festival de la Salsa	Midtown	3000
Exposure	Bagby	445
F45 Community Event	Midtown	48
Field Trip: Clear Creek ISD	Midtown	100
Field Trip: Hempstead ISD	Midtown	75
Field Trip: Lanier Middle School (HISD)	Midtown	750
Field Trip: Magnolia Elementary School (Pearland ISD)	Midtown	75
Field Trip: Unknown Schools	Midtown	600
Hip Hop in the Park	Plaza	120
Houston Food Fest	Midtown	2000

HIGHLIGHTS

3rd Party Events

EVENT	PARK	ATTENDANCE
International Women's Fest	Midtown	500
Keeping Clients Active (Jab Lab)	Midtown	77
La Calle Taco Eating Contest	Bagby	132
OMG Food Fest	Plaza	1750
Reliant + Space City Weather 10-year Anniversary	Bagby	300
Soleties Field Day	Midtown	150
Soleties Run & Sip	Midtown	2855
Soleties Women's Yoga Wellness	Midtown	140



HIGHLIGHTS

MPC Programs + Events Attendance

EVENT	PARK	GOAL	TICKETS	2025	#	TICKETS	2024	#
Chalk on the Block	Bagby	350	809	500	2	437	500	4
Children's Storytime	Midtown	50	184	61	3	121	75	2
Family Capoeira	Midtown	30	65	112	10	58	79	9
HIIT	Bagby	50	554	148	12	385	139	10
Movie Night	Bagby	200	5046	1150	5	4317	974	5
Pop Up on the Plaza	Plaza	250	1851	1234	6	276	260	3
Sound Bath Meditation	Baldwin	50	1292	384	10	863	213	8
Teach You Tuesday	Bagby	50	526	364	10	510	297	7
Yappy Hour	Bagby	50	92	125	2	116	60	1
Yappy Hour (*moved to Bagby)	Glover	50	33	*N/A	0	61	30	1
Yappy Hour	Midtown	50	65	35	1	28	N/A	0
Yoga	Bagby	50	1061	309	12	337	244	11
Zumba	Midtown	75	587	1669	45	448	1642	38

BAGBY PARK PROGRAMMING



CHALK ON THE BLOCK

Chalk Art



CHALK ON THE BLOCK

Music



CHALK ON THE BLOCK

Hands-on Creative Activities

BAGBY PARK PROGRAMMING



HIIT

Fitness Series



YOGA

Fitness Series



YOGA

Fitness Series

BAGBY PARK PROGRAMMING



MOVIE NIGHT

Pre-movie Games + Entertainment



MOVIE NIGHT

New + Classic Films



YAPPY HOUR

Pet Friendly Program

BAGBY PARK PROGRAMMING



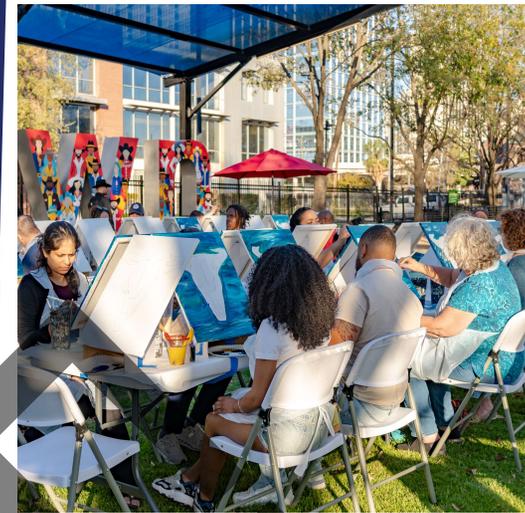
TEACH YOU TUESDAY

DIY



TEACH YOU TUESDAY

Arts + Crafts



TEACH YOU TUESDAY

Painting

BALDWIN PARK PROGRAMMING



**SOUND BATH
MEDITATION**



**SOUND BATH
MEDITATION**



**SOUND BATH
MEDITATION**

MIDTOWN PARK PROGRAMMING



CHILDREN'S STORYTIME
Children's Summer Series



FAMILY CAPOEIRA
Family Fitness



ZUMBA
Dance Fitness

MIDTOWN PARK PLAZA PROGRAMMING



POP UP ON THE PLAZA

Games



POP UP ON THE PLAZA

DJs



POP UP ON THE PLAZA

Dance

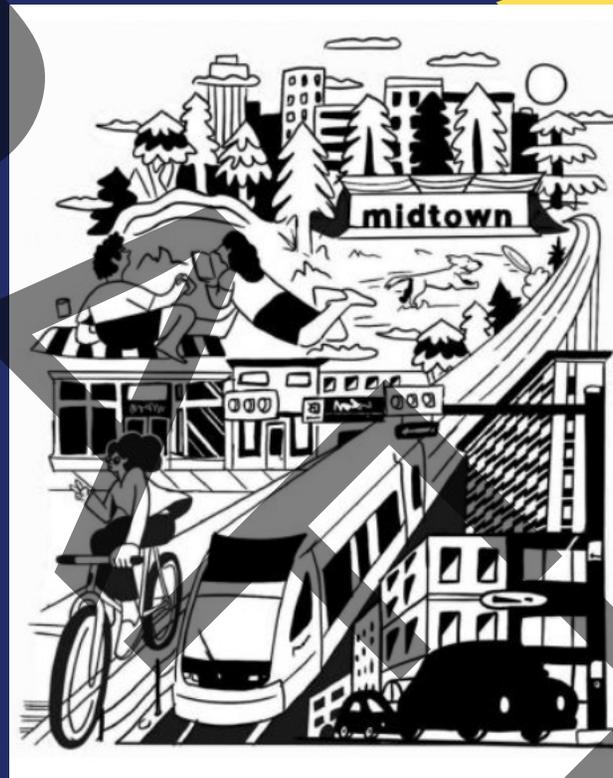
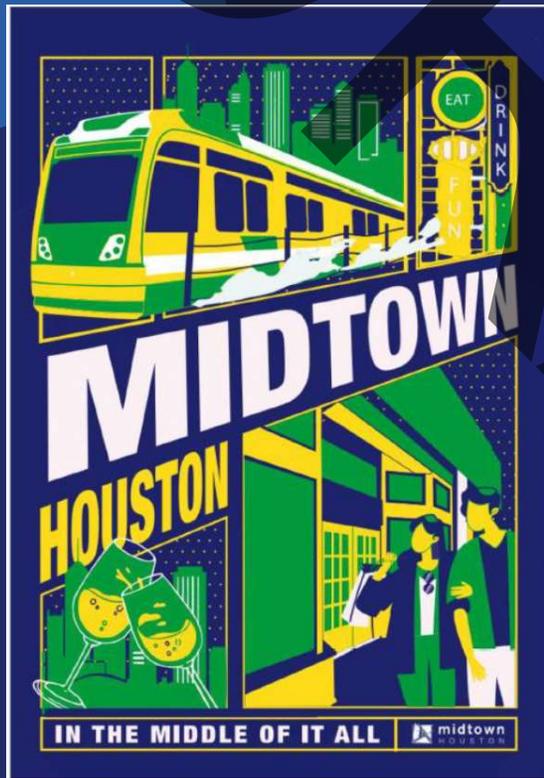
2026 PROGRAMMING SCHEDULE

EVENT	DATE	TIME	PARK
Chalk on the Block	Spring + Fall	12pm – 4pm	Bagby
Children’s Storytime	Summer Series	11:30am-1PM	Midtown
Family Capoeira	3rd Saturday	10am - 11am	Midtown
HIIT	2nd & 4th Saturday	9:30am - 10:30am	Bagby
Movie Night	3 rd Friday	6pm – 9pm	Bagby
Pop Up on the Plaza	1 st Sunday	4pm – 8pm	Plaza
Sound Bath Meditations	2 nd Wednesday	6:30pm – 7:30pm	Baldwin
Teach You Tuesday	1 st Tuesday	5:30pm – 7:30pm	Bagby
Yappy Hour Bagby Park	Spring	5:00pm -7:00 pm	Bagby
Yappy Hour Midtown Park	Summer	5:00pm - 7:00pm	Midtown
Yoga	2nd & 4th Saturday	10:30am – 11:30am	Bagby
Zumba	Tuesday	6:30pm – 7:30pm	Midtown

2026 3RD PARTY + RENTALS

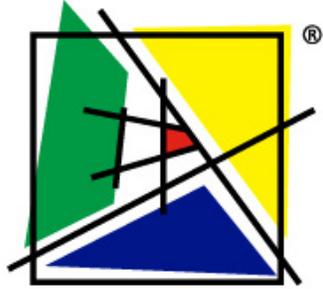
EVENT	DATE	PARK
Soleties Run & Sip	1 st Saturday	Bagby
Houston Holi Festival of Colors	February 28 th	Midtown
Exposure	March 15 th	Bagby
Earned Recovery	March 28 th	Midtown
Houston Latin Fest	April 11 th	Midtown
Exposure	May 17 th	Bagby
Lemon Drop Festival	August 2	Midtown
El Festival de la Salsa	September 19 th	Midtown
Exposure	September 20 th	Bagby
Exposure	November 15 th	Bagby

NEW MERCHANDISE GRAPHICS



EVENT CALENDAR





midtown
H O U S T O N

DRAPER
COMMUNICATIONS

MPC MARKETING REPORT



2025 MARKETING REPORT

Overview:

Across **Q3 and Q4 2025**, Midtown's communications performance showed strong momentum across press, email, web, and social. Social ad reporting is available from late July forward (Aug–Dec 2025), and MPC event reporting reflects the September 2025 shift from Eventbrite to the Midtown website—so results are based on registrants (not attendees) given available access and evolving check-in workflows.

After a Q2 transition, proactive media outreach ramped up in Q3 and generated positive coverage on Midtown's dining, retail, development activity, and approval of the new Service and Improvement Plan; Hue:Man Shelter coverage began in August, peaked in September, and continued through November, with a Q4 impressions lift supported by a Conde Nast Traveler feature (also republished by MSN).



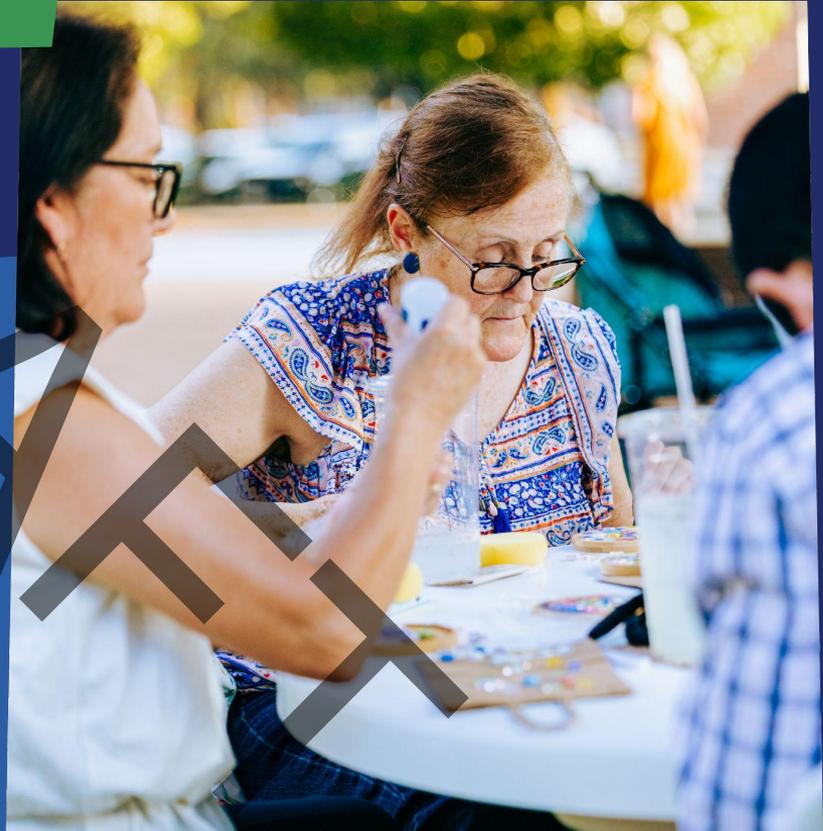
2025 MARKETING REPORT

Overview:

Email performance stabilized after the move from Constant Contact to Mailchimp, with a cleaned list and a more skimmable, website-driving format; while Q1–Q2 data is unavailable during the transition, Q3–Q4 monthly newsletters reached nearly 40,000 inboxes per quarter and engagement strengthened in Q4.

Website results were especially favorable in 2025, reaching **280,000 page views**—with half occurring in Q4—and Q4 2025 doubling site traffic compared to Q4 2024; notably, MPC event pages now account for **32% of total site traffic (up from 5.6% in January)**, reflecting the impact of moving event registration onto the Midtown site.

On social, audience growth remained a major bright spot, with significant year-over-year gains in both Q3 and Q4 (**2,306 new followers in Q3; 2,701 in Q4**) and impressions continuing to climb (1.24M in Q3; 1.50M in Q4), providing a strong foundation as communications transitioned in-house and strategies evolve into 2026.



2025 Press Mentions

Overview:

During Q2 of this past year, the communications team underwent transition, but was fully engaged with active media outreach for Midtown by Q3. The Q3 and Q4 media coverage reflects this activity, with positive news reports on Midtown's restaurant, lounge and retail offerings, development projects, and approval of Midtown's new Service and Improvement Plan, among other topics.

The Hue:Man Shelter project started to receive coverage in August, peaking in September and continuing through November. In October, Conde Nast Traveler published a story on Houston's "Melting-Pot Communities" (including a feature on Midtown), that was also picked up by MSN, which has a global, digital readership of more than 100 million people; this contributed to the spike in impressions in Q4.



Q3 - Top Press Mentions

20

Total Number of Placements + Mentions

30,415,009

Total Media Reach

Midtown murals share stories of homeless people in Houston who helped paint them



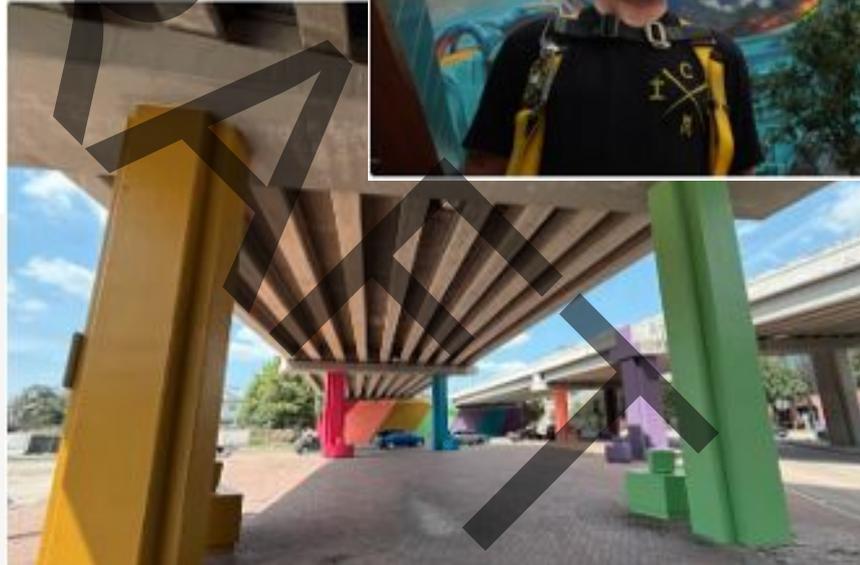
The six public art installations are part of the Hummer Shelter project, where unhoused Houstonians get paid to help with the artwork.

Towering mural reflects Earth and Big Dreams

102



Wednesday, July 30, 2025



Q4 - Top Press Mentions

26

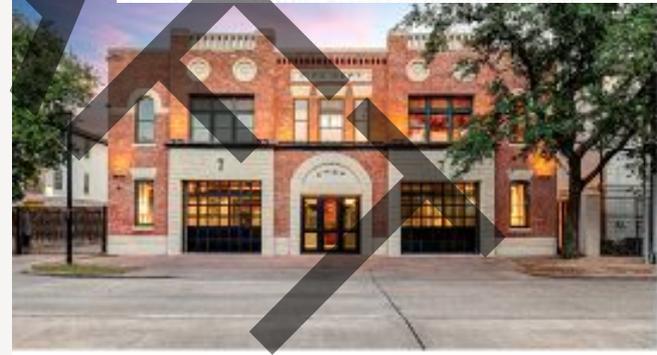
Total Number of Placements + Mentions

135,652,580

Total Media Reach



A man walks his dog in Midtown Park in Houston, Monday, Sept. 29, 2025.



The Houston Fire Museum.
Courtesy of Houston Fire Museum

Web Data 2025

Overview:

In September of 2025, we switched from Eventbrite to the Midtown website for event listings and registration. With this switch, MPC event pages now account for **32% of all site traffic**, compared to 5.6% in January.

There were 280,000 web page views in 2025, and half of those views occurred in Q4. Compared Q4 2024, Q4 2025 doubled in site traffic.

If we maintain our year round marketing efforts, we project that we can go from 100,000 views to 400,000 views per year.



MPC Event Data

280,000

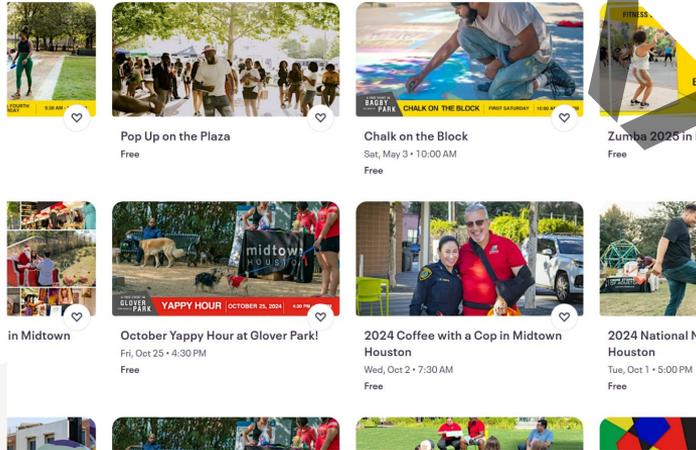
Web Views

28

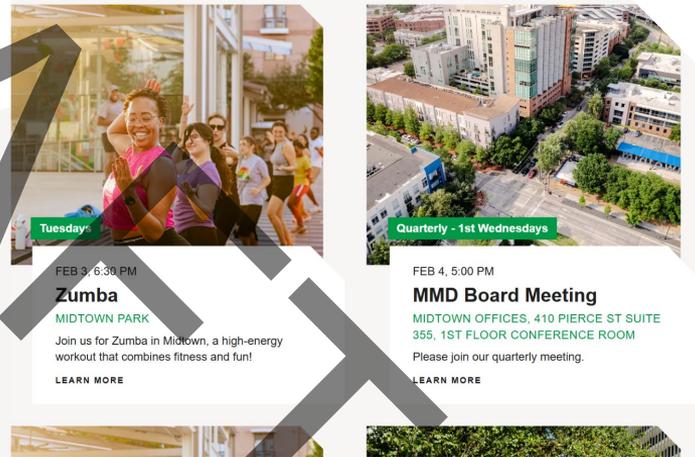
Event Pages

1,133

Event Registrants



Eventbrite Profile Page



Midtown Event Page

Social Media Data 2025

Overview:

In **Q3**, Midtown's social media performance saw strong year-over-year growth, driven by increased visibility and audience expansion. Engagement reached **4.86%**, up from **4.55%** in 2024, while new followers surged to **2,306**, an increase of **597%** compared to last year. Impressions totaled **1,236,391**, up more than **1,700%** from 2024. Post link clicks saw a slight decline, decreasing to **73** (-13.1%), as content during this period focused more on awareness and storytelling than direct traffic-driving campaigns.

In **Q4**, performance reflected a shift in strategy and initiatives. Engagement decreased slightly to **0.9%** compared to **4.5%** in 2024, and post link clicks declined to **136** (-92.1%), largely due to the absence of major seasonal initiatives such as Mistletoe Market and influencer-led campaigns that previously drove high traffic. Despite this, audience growth remained strong, with **2,701** new followers gained—up more than **1,300%** from 2024—and page and profile impressions increased to **1,495,098** (+27.9%). This quarter also marked a transition to an in-house communications team, reflecting a strategic shift in how content is planned, executed, and measured moving forward.



Digital Outcomes

@MidtownHou	All Channels
Engagements	4.86%
New Followers	2,306
Impressions	1,236,391
Post Link Clicks	73



Digital Outcomes

@MidtownHou	All Channels
Engagements	4.46%
New Followers	2,701
Impressions	1,495,098
Post Link Clicks	136

DRAFT

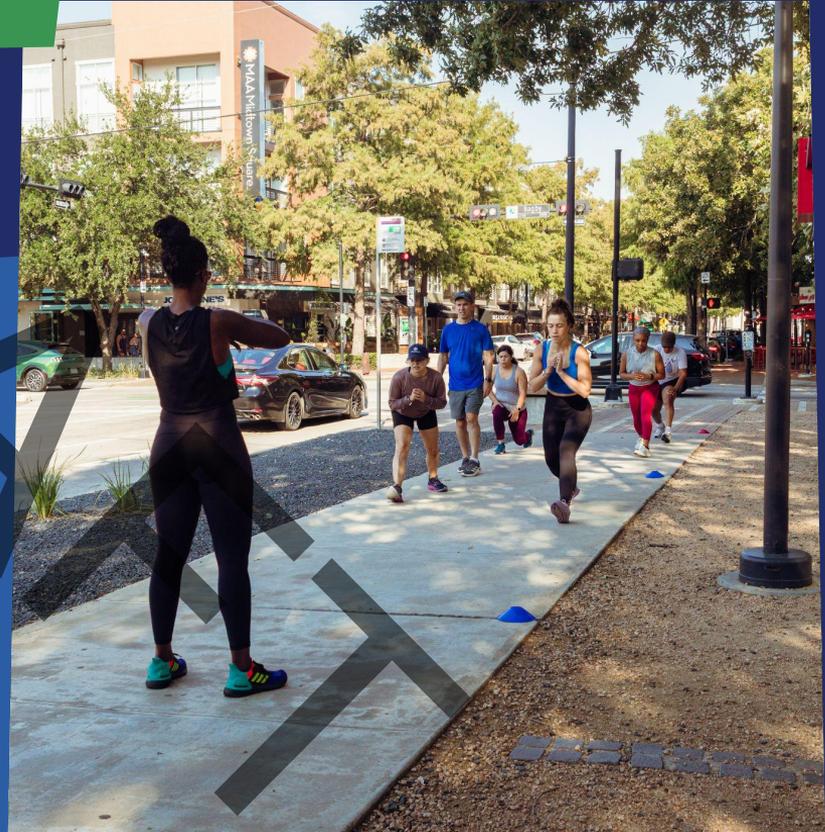


Newsletter Data 2025

In 2025, Midtown transitioned its email newsletter from Constant Contact to Mailchimp to modernize the look and feel of the newsletter and improve how residents engage with content. During this transition between agencies and platforms, Q1 and Q2 data is not available, so reporting focuses on Q3 and Q4, when the new system was fully in place.

Alongside the platform change, Midtown cleaned up the email list and shifted from a long, text-heavy newsletter to a more skimmable format designed to drive readers to the Midtown website. This helped ensure emails were reaching the right audience and made it easier for residents to quickly find relevant information.

In Q3 and Q4, Midtown sent monthly newsletters reaching nearly 40,000 inboxes per quarter. Engagement strengthened in Q4, with more residents opening and interacting with the newsletters as year-end programming and community updates increased. Overall, the updated newsletter approach proved to be an effective and reliable way to keep residents informed and engaged.



Q3 Newsletter Data



July - September 2025

During the third quarter, Midtown sent three newsletters to residents, reaching nearly 40,000 total inboxes. Thousands of people opened the emails and hundreds clicked to learn more about events, businesses, and community updates, showing steady interest throughout the summer.

Engagement increased as the quarter went on, with the September newsletter performing especially well. This tells us that as Midtown programming picked up toward fall, residents were more likely to read and interact with the content.

Overall, the newsletter continues to be a dependable way to share information with the community and keep residents informed, even during slower summer months.

39,637

Emails Sent

16.9%

Open Rate

1.3%

Click-Through Rate

Q4 Newsletter Data



Midtown in Motion

From community walks to creative milestones, Midtown was full of movement this month. Here's what you might've missed.

October - December 2025

During the fourth quarter, Midtown sent three newsletters to residents, reaching nearly 39,000 inboxes. More people opened and read the emails in Q4 than in the previous quarter, showing increased interest as Midtown programming and year-end updates picked up.

Each monthly newsletter performed well, with October and December seeing especially strong readership. The December newsletter had the highest engagement of the quarter, indicating that residents were paying close attention to year-end updates, events, and community highlights.

Overall, the Q4 newsletters were an effective and reliable way to communicate with residents, helping keep the community informed and engaged during a busy and important time of year.

38,941

Emails Sent

20.2%

Open Rate

1%

Click-Through Rate

Digital Ad Data 2025

Overview:

The digital ad data in this report highlights Q3 & Q4.

Recurring ads returned on a consistent basis, targeting the greater Houston area to come to Midtown.

All non recurring ads were in Q4, falling in conjunction with special events and the holiday season.

Excluding the ads with larger budgets, **the highest performing ads were event specific** (Sounds of Midtown / Chalk on the Block) **or detail specific** (Movie Night). For the Movie Night events we included the specific movie in the visuals which in turn provided a higher reach and link clicks.



ZUMBA

EVERY TUESDAY

Midtown Park | 6:30 - 7:30 PM

Digital Ads Highlights



Movie Night (October)

Views: **125,350** Reach: 71,620
 Link Clicks: 1,375 Cost: \$295.49

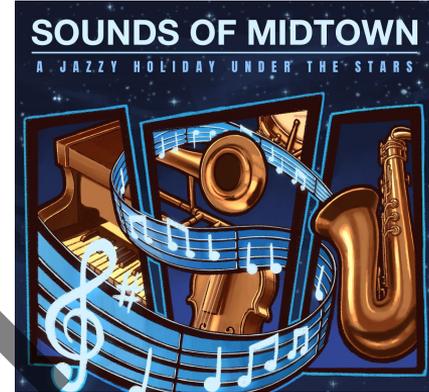
MOST VIEWS



Movie Night (October)

Views: 125,350 Reach: **71,620**
 Link Clicks: 1,375 Cost: \$295.49

HIGHEST REACH



Sounds Of Midtown (Dec)

Views: 86,212 Reach: 46,436
 Link Clicks: **5,739** Cost: \$500.14

MOST LINK CLICKS

Q3 - Digital Ads

Ad	Views	Reach	Link Clicks	Total Spent
Pop Up On The Plaza	177,360	114,433	2,830	\$635.47
Movie Night	198,253	115,492	3,681	\$599.60
Teach You Tuesday	30,777	20,671	904	\$99.93
Sound Bath Meditation	62,738	40,823	1,087	\$199.75
Family Capoeira	34,191	28,266	1,131	\$199.76
Zumba	16,701	14,584	835	\$99.56
HIIT	54,275	40,297	561	\$199.79
Yoga	57,289	42,586	775	\$199.83

Q4 - Digital Ads

Ad	Views	Reach	Link Clicks	Total Spent
Pop Up On The Plaza	153,886	85,221	4,385	\$589.39
Movie Night	203,308	120,525	4,416	\$551.02
Teach You Tuesday	50,987	31,028	2,427	\$149.74
Sound Bath Meditation	98,269	67,824	2,809	\$299.29
Family Capoeira	43,759	34,743	2,410	\$299.52
Zumba	22,481	19,833	1,639	\$149.60
HIIT	22,081	17,358	768	\$124.81
Yoga	20,475	15,853	665	\$112.27
Yappy Hour	28,404	16,701	326	\$99.88
Pan Afro Techno	85,788	53,887	737	\$199.59
Chalk on the Block	106,832	57,765	4,387	\$299.52
Sounds of Midtown	86,212	46,436	5,739	\$500.14

MPC 2026 Projects:

In 2026, Midtown Parks Conservancy plans to:

Midtown Parks Conservancy merchandise

Launch Midtown-branded **t-shirts** and **tote bags** (design, production, and roll-out)

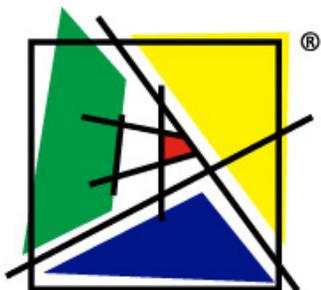
Promote parks programming + events

Ongoing promotion of park classes, activations, and events through **social media** and **paid ads**
Add/refresh promotion through the **Ike kiosk** to support park visibility and attendance

Segmented email marketing

Build and send **segmented newsletters** focused on **parks programming** and **event updates** (separate from the general e-news)





midtown
H O U S T O N

PROGRAM

MAINTENANCE



MAINTENANCE TEAM UPDATE – February 2026

Midtown park infrastructure including MP plaza and garage –

- *LMC new contracted Landscape Vendor*
- *LMS new contracted Fountain Services Vendor*
- *Midtown Park weekly service scheduled weekly on Wednesdays and Thursdays for mowing and trash pickup.*
- *Bayou maintenance scheduled weekly for general cleaning and trash pickup with quarter and annual deep cleans.*
- *Midtown Park Garage stairwells power washed first week every month.*
- *Dog Park wash down weekly*
- *Maintenance proposals submitted for lift stations and HVAC submitted for approval.*
- *Project to repair all Midtown Park lighting. Proposal submitted for approval.*
- *Midtown Park landscape refresh project approved by MRA Board.*
- *Midtown Park playground mulch refresh project February 2026 per LMC contract.*
- *Midtown Park Dog Lawn replacement project March 2026 per LMC contract*
- *Midtown Park lawn fertilization project March 2026 per LMC contract*
- *Midtown Park mulch replacement project March 2026 per LMC contract*

Bagby Park infrastructure including dog park & kiosk

- *LMC new contracted Landscape Vendor*
- *LMS new contracted Fountain Services Vendor*
- *Bagby Park weekly service scheduled weekly on Tuesdays for mowing and trash pickup.*
- *Bagby Park fountain maintenance scheduled weekly for general cleaning and trash pickup with quarter and annual deep cleans.*
- *Maintenance proposals submitted for lift stations and HVAC submitted for approval.*
- *Bagby Park landscape refresh project approved by MRA Board.*
- *Bagby Park Dog Lawn replacement project March 2026 per LMC contract*
- *Bagby Park mulch replacement project March 2026 per LMC contract*

District overall

- *Continue to coordinate with our service maintenance team including lawn service, trash service and irrigation repairs when needed along the Midtown maintained right-of-way throughout the District.*

COH owned parks

- *Baldwin Park and Glover Park maintenance scheduled on Tuesdays. This includes mowing and biweekly trash removal.*
- *Baldwin Park playground mulch refresh completed 2025.*
- *Baldwin Park DG trail refresh completed 2025*
- *Baldwin Park playground mulch refresh project February 2026 per LMC contract.*
- *Baldwin Park lawn fertilization project March 2026 per LMC contract*



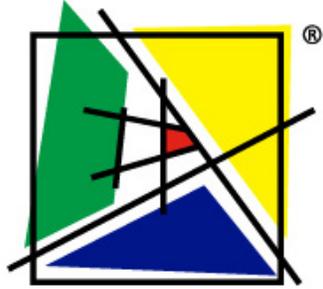
- *Baldwin Park mulch replacement project March 2026 per LMC contract*
- *Glover Park lawn and tree fertilization project March 2026 per LMC contract*
- *Glover Park mulch replacement project March 2026 per LMC contract*
- *Glover Park and Baldwin Park seasonal planting March 2026 per LMC contract*
- *City of Houston will remove one dead pecan tree at the park. This project is expected to be completed by end of Q2.*

Office buildings

- *Roof coating project completed 2025.*
- *HVAC repairs completed 2025.*
- *Water system update (backflow and water meter) completed 2025*
- *Maintenance proposals for roofing, and HVAC system submittal for approval*
- *Obtaining proposals for duct cleaning.*
- *Schindler Elevators new contract Elevator vendor.*

Upcoming Projects

- Duct cleaning
- Bagby Street, Bagby Park, Main Street and Midtown Park Refresh project. Project to refresh hardscape and softscape landscaping elements along Bagby Street and at Midtown and Bagby Park. The project goal bring landscaping elements back to baseline conditions and make necessary material adjustments when necessary.



midtown
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DRAMA

SECURITY



Midtown Parks Conservancy

2025

Annual Review

TX PSB C15942 | C15942A | C20262



Midtown Parks Conservancy



About Incident Reports

The report is a month-long summary of notable incidents, as reported in the officers' daily reports. During an officer's patrol, he or she will do many things that aren't recorded, including but not limited to showing a presence to proactively ward off unwanted activity, speaking with residents about problems and concerns, and checking out suspicious vehicles, people, and activities.

Additionally, the S.E.A.L. Security Dispatch Center may receive calls concerning dangerous or potentially threatening situations, activity, and observations of incidents that occurred in the area. All calls have been recorded to provide the Midtown Parks Conservancy information that could impact operations and reputation.

About S.E.A.L. Security Solutions LLC

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S.E.A.L. Security's expanded canine (K9) division may include foot patrol in your community. In addition to patrol services, some K9s are trained in drug and explosive detection. S.E.A.L. Security's specially trained experts and their K9 partners can be one of the most effective security tools to deter and prevent crime. In the interest of safety, it is asked that clients and residents do not approach the K9s or attempt to pet them. Everyone's assistance is greatly appreciated.

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S.E.A.L. Security Services

Dedicated
Hotline

Alarm
Response

K9 Accompanied
Officer Foot and
Vehicle Patrols

GPS
Tracking

24/7 Emergency
Dispatch

Health and
Welfare Checks

Clearing
Residential Homes
Upon Request

Criminal Trespass
Warning Issuance

Trespasser
Removal

Emergency
Response Teams

Suspicious Activity
Response

Electronic
Reporting System

Daily and Monthly
Incident Reporting

Vacation
Watch

Off-Duty
Emergency
Response *



*Off-duty response times vary based on nearest available officer. When appropriate, law enforcement is notified.

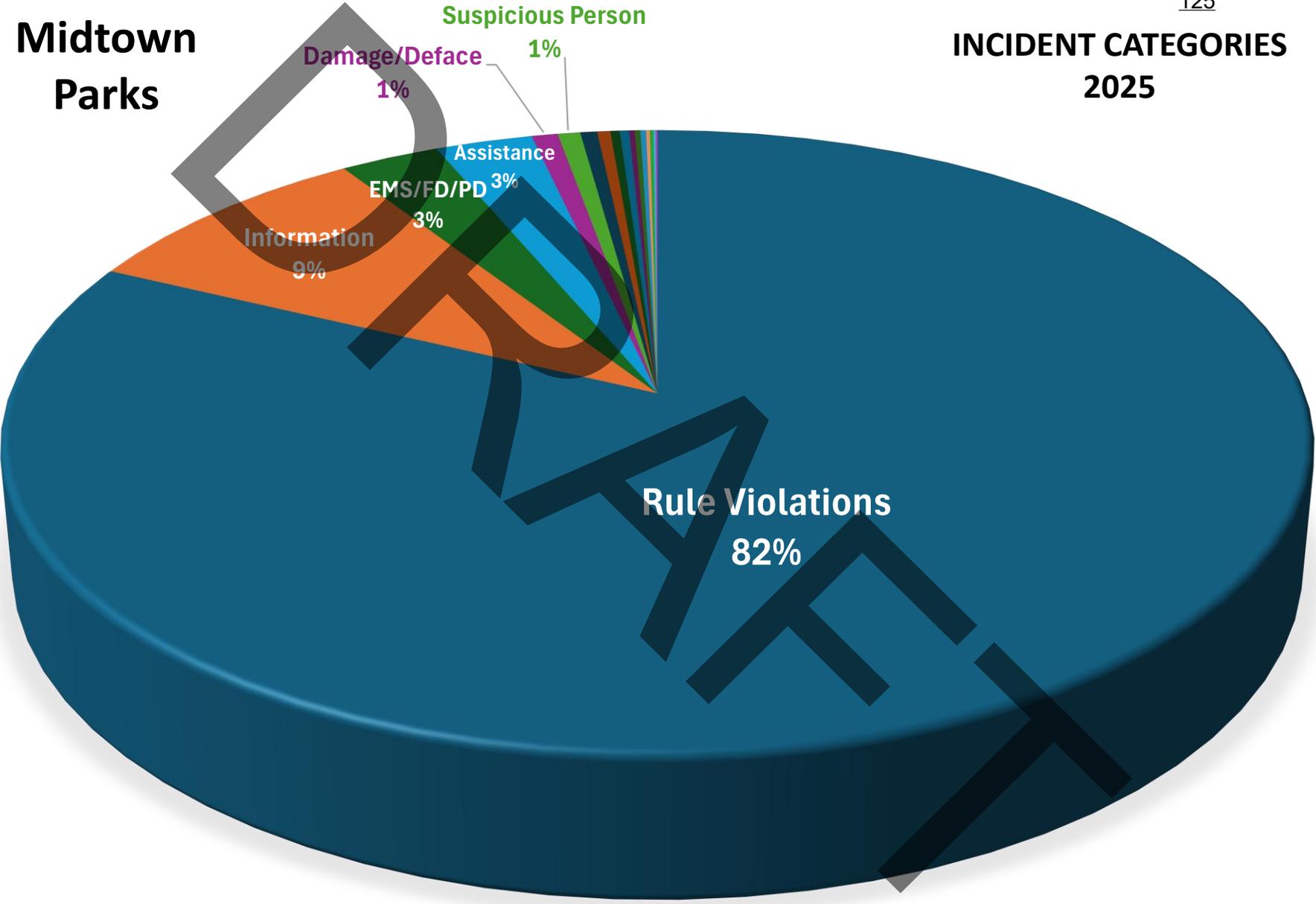
2025 Summary

124
Midtown Parks

Category	2025												Totals	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025	2024
Rule Violations	72	91	152	146	247	190	179	126	72	129	65	59	1,528	1,720
Information	18	20	22	13	8	12	14	16	10	13	11	5	162	400
EMS/FD/PD	2	3	5	2	5	3	7	3	9	5	2	7	53	79
Assistance	4	5	9	5	10	3	5	3	4	1	1	2	52	200
Damage/Deface	3	2	1	1	2	2	2	-	-	-	1	-	14	53
Suspicious Person	-	-	-	-	2	-	-	-	6	2	-	2	12	111
CTW	-	1	1	-	2	-	3	1	-	-	-	1	9	9
Suspicious Vehicle	1	1	2	1	2	-	-	-	-	-	-	-	7	29
BMV	1	-	-	-	-	-	-	-	-	4	-	-	5	2
Disturbance/Noise	-	2	-	-	-	-	3	-	-	-	-	-	5	6
Alarm	1	2	-	-	-	-	-	-	-	-	-	-	3	4
Theft	-	-	-	-	1	-	-	-	-	1	1	-	3	4
Vehicle Collision	1	-	-	-	1	1	-	-	-	-	-	-	3	2
Arrest	-	-	-	-	-	-	-	-	1	-	-	1	2	6
Assault	-	-	-	-	-	-	-	-	-	-	1	1	2	7
Animal	1	-	-	-	-	-	-	-	-	-	-	-	1	2
Suspicious Activity	-	1	-	-	-	-	-	-	-	-	-	-	1	19
Dispute	-	-	-	-	-	-	-	-	-	-	-	-	-	2
Robbery	-	-	-	-	-	-	-	-	-	-	-	-	-	-

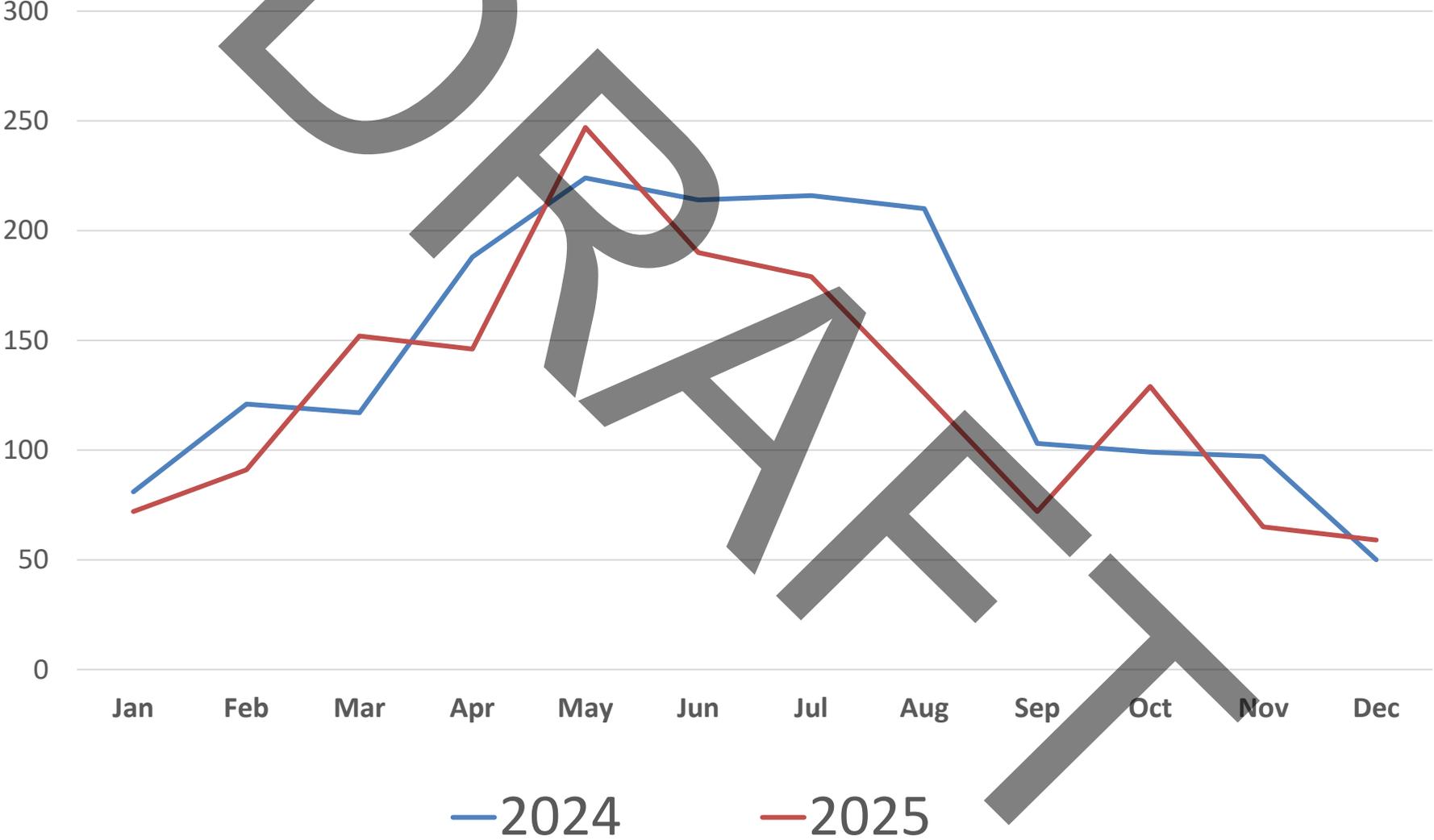
INCIDENT CATEGORIES 2025

Midtown Parks



Rule Violations

2025 Midtown Parks ¹²⁶



EMS/FD/PD

2025 Midtown Parks ¹²⁷



Damage/Deface

2025 Midtown Parks ¹²⁸



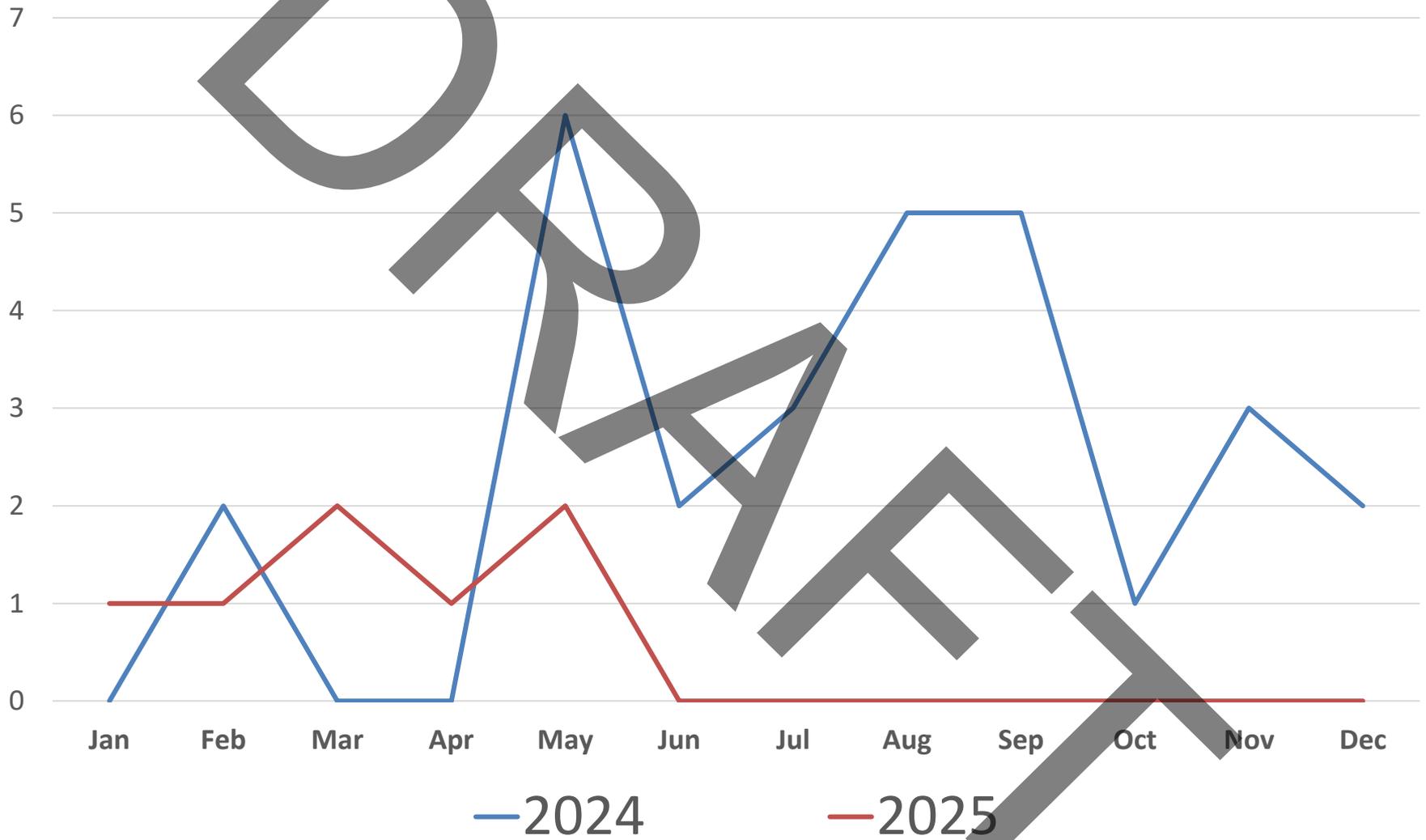
Suspicious Person

2025 Midtown Parks ¹²⁹



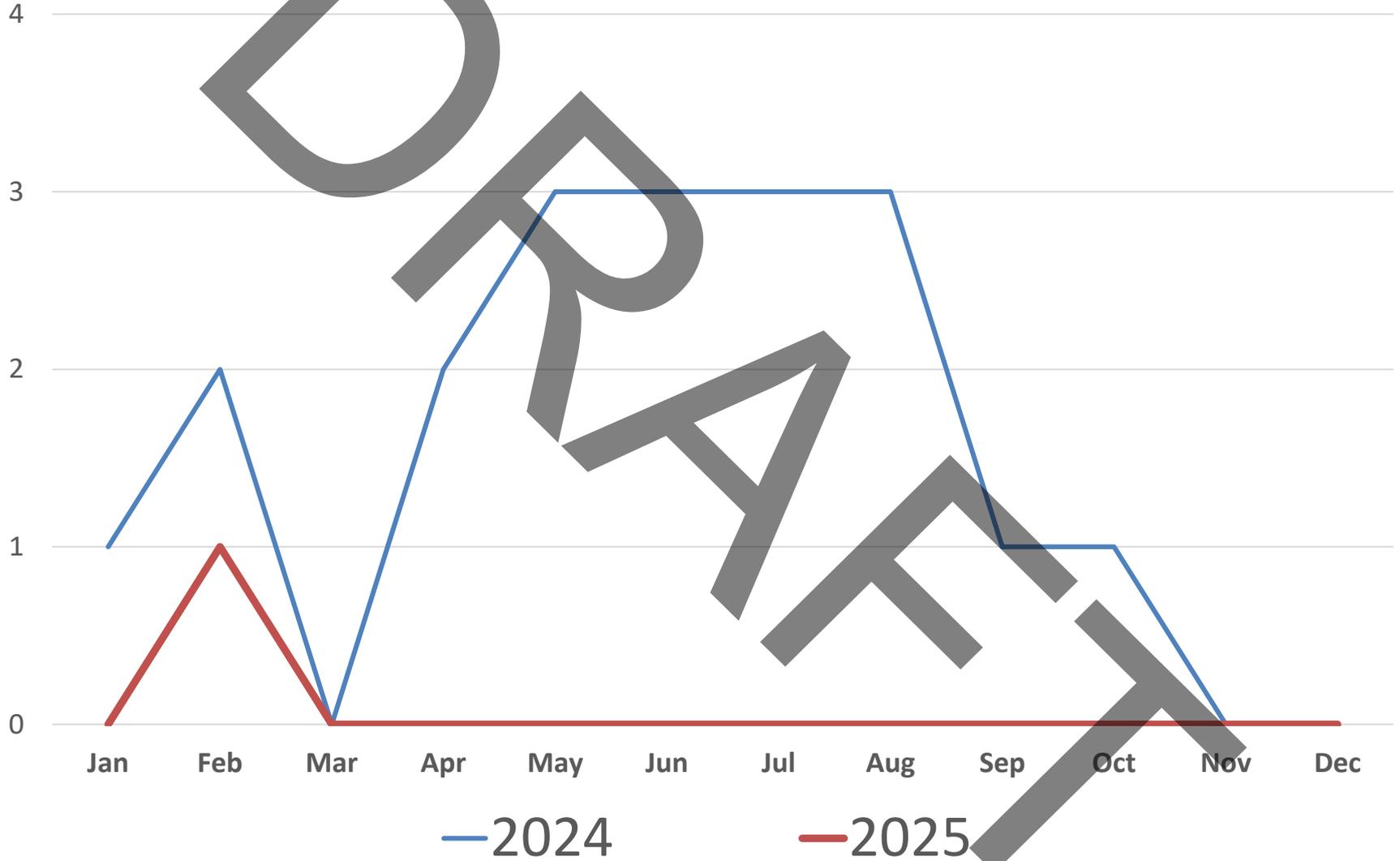
Suspicious Vehicle

2025 Midtown Parks ¹³⁰



Suspicious Activity

2025 Midtown Parks ¹³¹



THANK
YOU!





TX PSB# C15942

Midtown Parks Conservancy



INCIDENT REPORT

January 2026

Prepared for Midtown Parks Conservancy

About Incident Reports

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2026 SUMMARY PAGE

INCIDENT	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Alarm	0												0
Animal	1												1
Arrest	0												0
Assault	1												1
Assistance	0												0
BMV	0												0
CTW	1												1
Damage/Deface	3												3
Dispute	0												0
Disturbance/Noise	0												0
EMS/FD/PD	4												4
Information	10												10
Robbery	0												0
Rule Violations	26												26
Suspicious Activity	0												0
Suspicious Person	1												1
Suspicious Vehicle	1												1
Theft	0												0
Vehicle Collision	0												0

Midtown District and Parks Hotline – 832.900.7700

Please call the Midtown District Hotline to report suspicious activity or anything that seems out of place.

THURSDAY, JANUARY 1

1:00 a.m. The officer removed a homeless male sleeping at exit 4.



7:00 a.m. The officer removed a homeless individual sleeping in front of the fence gate on the McGowan side of the park.

FRIDAY, JANUARY 2

1:00 p.m. A district officer was contacted by dispatch regarding a homeless person trespassing in Bagby Park. The officer located a familiar male sleeping on a bench and instructed him to go.



SATURDAY, JANUARY 3

10:08 a.m. The officer posted pictures of park activity.



MONDAY, JANUARY 5

12:00 a.m. The officer removed a homeless male sleeping on the McGowan side of the park.



TUESDAY, JANUARY 6

4:06 p.m. A district officer conducting a property check at Bagby Park, 415 Gray, removed a familiar male sleeping on a bench.



7:00 p.m. The officer monitored an event/class and noted it ended at 8:00 p.m.



WEDNESDAY, JANUARY 7

6:00 a.m. The officer reported the glass on park signage was broken.



THURSDAY, JANUARY 8

3:05 a.m. The officer was approached by a male asking for help, who stated he was being chased by three males who were armed. The officer requested police assistance. The police arrived at 3:47 a.m., investigated, and issued a case number for the incident. The officer remained in the area until the victim exited the park.

 HOUSTON POLICE DEPARTMENT	
Incident No:	0032188-26
Title:	ASSAULT JUST OCCURRED
Address:	2811 TRAVIS
Date:	01/08/2026
Officer's Name:	K. HERNANDEZ
Unit No.:	1047-10 H 17N
Crime Prevention:	www.houstonpolice.org
Report Gang Tips:	www.stophoustongangs.org



11:00 p.m. A district officer patrolling Bagby Park removed three loiterers and another person loitering near the taco stand.

FRIDAY, JANUARY 9

9:10 p.m. The officer noticed a seated male who had fallen to the ground at the McGowen train stop on Main by Camden Apartments. Another person who was there had called EMS. When EMS arrived, they transported the subject to the hospital. The police also arrived and investigated and said the subject had been shot at another property before arriving at the Metro stop.



10:00 p.m. A district officer patrolling La Calle removed a homeless male bothering customers and park visitors.



SATURDAY, JANUARY 10

7:00 p.m. The officer removed a homeless male sleeping/loitering at exit 1.



SUNDAY, JANUARY 11

5:00 a.m. A district officer patrolling Elizabeth Glover Park removed a loitering homeless male.

6:00 a.m. The officer removed a homeless male sleeping at exit 3.



10:00 p.m. A district officer patrolling La Calle removed a homeless person who was bothering customers.

TUESDAY, JANUARY 13

5:07 p.m. A district officer was dispatched to Midtown Park to monitor an event until the park officer arrived.

6:45 p.m. The officer monitored a dance class for safety.



WEDNESDAY, JANUARY 14

2:00 a.m. While patrolling Baldwin Park, a district officer removed a loiterer.

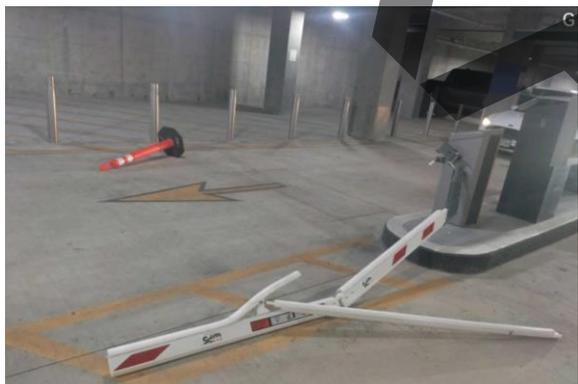
THURSDAY, JANUARY 15

1:45 p.m. The officer removed a homeless male sleeping in the grass.

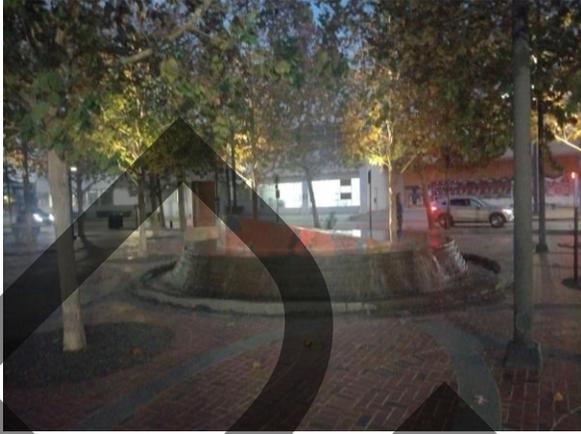


FRIDAY, JANUARY 16

2:20 a.m. The officer reported broken gate arms in front of the parking garage office.



6:00 p.m. The officer reported there had been no power for several days in an area on the McGowen side of the park.

**SUNDAY, JANUARY 18**

4:00 a.m. During a property check at Bagby Park, a district officer removed a homeless individual loitering behind the stage.

1:24 p.m. The officer reported an aggressive dog in the dog park. Other visitors trying to enter complained about the dog. When the owner was not found, the dog was reported to animal control. Incident #094448.



7:00 p.m. The officer reported fallen/broken traffic signage.



MONDAY, JANUARY 19

12:00 a.m. The officer removed a homeless male sleeping by the elevator.



TUESDAY, JANUARY 20

5:00 a.m. A district officer patrolling Baldwin Park closed an open door to a 4-door sedan.



1:30 p.m. During a property check at Bagby Park, a district officer removed a familiar loiterer sleeping on a bench.



4:57 p.m. A district officer arrived at Midtown Park to monitor an event.

6:24 p.m. The officer noted Zumba participants were arriving for a class that ended at 7:30 p.m.

THURSDAY, JANUARY 22

1:00 a.m. A district officer patrolling Elizabeth Glover Park removed two homeless people.

2:51 p.m. The officer posted a picture of items found in the park.

**FRIDAY, JANUARY 23**

6:00 a.m. The officer encountered a red Tesla idling in the garage with the doors unlocked. The police responded and turned off the vehicle.

**TUESDAY, JANUARY 27**

12:00 a.m. The officer removed a male sleeping at exit 4.



11:33 a.m. A district officer was contacted by dispatch regarding an individual hiding by the swings who was being chased by the police. The officer searched the area and found no one suspicious. The police made contact with another S.E.A.L. Security officer, who stated that the subject had taken off.

11:33 a.m. Officer was contacted by dispatch regarding someone swimming in the bayou. The officer searched for the subject but found no one there. The officer made contact with a vehicle occupant parked near the grass next to the blackboard, advised him that parking there was prohibited, and instructed him to exit.



THURSDAY, JANUARY 29

2:00 a.m. A district officer conducting a foot patrol in Elizabeth Glover Park removed a loitering homeless individual.



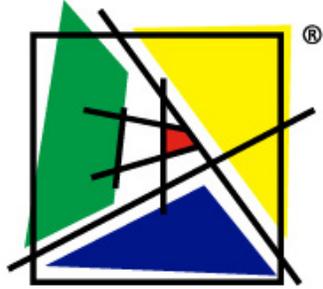
6:47 a.m. The officer removed a homeless male sleeping in the garage.



1:57 p.m. A district officer patrolling near the Front 90 fountain observed a male charging his phone and e-bike. The officer instructed him to stop and explained that he was on private property. The subject contacted the police, and when they arrived, they removed the subject. A CTW was issued.



END REPORT



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PARKING

**MIDTOWN PARK PARKING FACILITY
 OPERATIONS Overview**

2025 Summary

Events Hosted in 2025: Pride Festival, OMG Food Festival, International Women’s Festival, Salsa Festival, Cultural Arts Festivals, Reliant Food Festival.

Garage Projects completed in 2025: Pressure washing of the entry/exit ramps, Monthly pressure washing of high traffic areas

Contracts on boarded in 2025: Park Houston 50 parking spaces at \$100 per month

Revenue Report- January – December 2025

	01/31/2025	02/28/2025	03/31/2025	04/30/2025	05/31/2025	06/30/2025	07/31/2025	08/31/2025	09/30/2025	10/31/2025	11/30/2025	12/31/2025	Total
Gross Profit													
Revenue													
Daily Revenue	1,437.54	1,259.18	2,887.08	4,034.05	1,851.41	4,352.64	5,326.67	2,220.07	9,425.11	7,042.59	4,321.37	4,917.80	49,075.51
Monthly Revenue	5,412.50	5,412.50	5,412.50	5,412.50	5,412.50	5,412.50	5,912.50	5,412.50	5,827.50	12,264.00	-	25,825.00	87,716.50
Event Revenue	-	-	-	-	-	1,150.00	-	-	-	-	-	-	1,150.00
Total Revenue	6,850.04	6,671.68	8,299.58	9,446.55	7,263.91	10,915.14	11,239.17	7,632.57	15,252.61	19,306.59	4,321.37	30,742.80	137,942.01

2026 Focuses:

Winpark will continue tracking all local events and staffing appropriately.

Below you will find a list of continued efforts in 2026:

- Winpark will continue to contact surrounding establishments to foster relationships and bring awareness to the garage. This will include local dealerships ahead of hurricane season in efforts to obtain additional revenue by housing any vehicles needed. We plan to nurture our relationships with dealerships such as Knapp Chevrolet, Texas Direct Auto and Auto Alliance. We anticipate positive feedback as we have seen a recent uptick in weather-related damage in Houston.

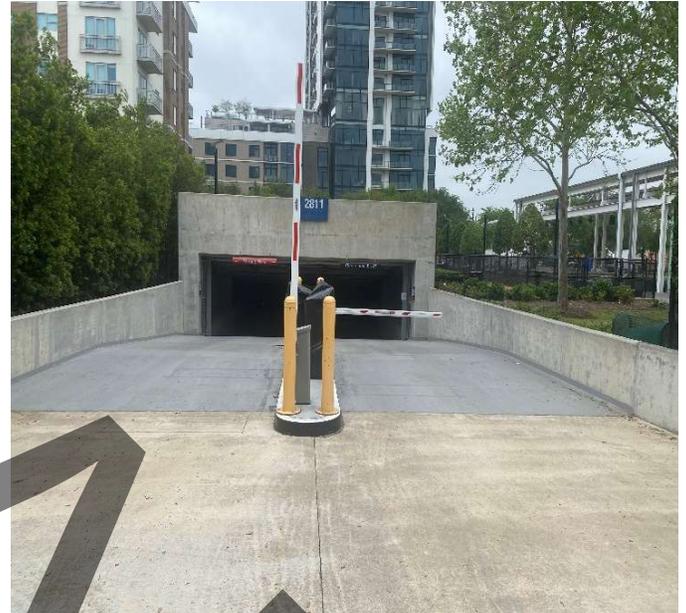
- We will continue to market the garage for use on weekends as well as offering contracts to those employees of local businesses that may be in need. This is always a focus and will continue in 2026.

2026 Monthly Contracts:

- Tarantino Properties: 50 parkers at \$100 per month per space on a month-to-month basis
- Park Houston: 50 designated parking spaces at \$100 per month per space for a duration of 12 months

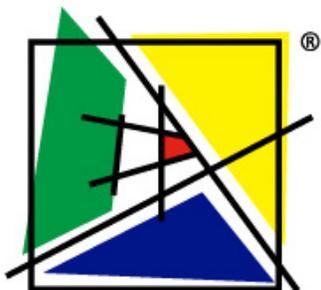
Property/Building Operations

- Monthly pressure washing of all stairwells to improve appearance of the garage
- We are looking forward to working with the MPC team for our upcoming event season. We are fully geared up for the first event of the year on 2/28/26.
- Winpark has obtained new updated quotes for pressure washing, sweeping and new trash cans to enhance the overall appearance of the garage.
- Winpark will be pressure washing the entry ramps again in Q1 in efforts to enhance the visitor experience and overall appearance of the garage. (I've included photos of the previous year's work for reference).



Garage Improvements:

- The Lightning Pay enforcement cameras have been installed and are now live at the Midtown garage. Parkers can now scan the QR codes throughout the garage within the first 10 minutes of arrival and process their payments virtually and conveniently from their cell phones. The QR codes can be set to accommodate our daily rates and can even be modified for any set prepaid event rates.
- Winpark is working with BP and Midtown to remove the inactive parking equipment at the garage. We are anticipating completion of this by 2/27.
- We have replaced the garage porter in efforts to maintain the integrity of the garage.



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LEGAL

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*").

WITNESSETH:

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.

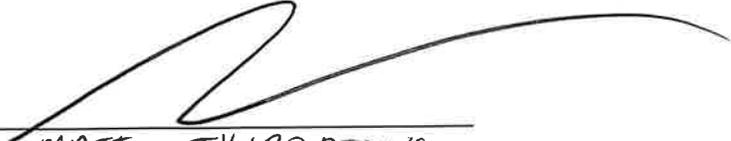
Section 20. **Entire Agreement**

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: reseeded, 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-foot 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. MISCELANEOUS

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

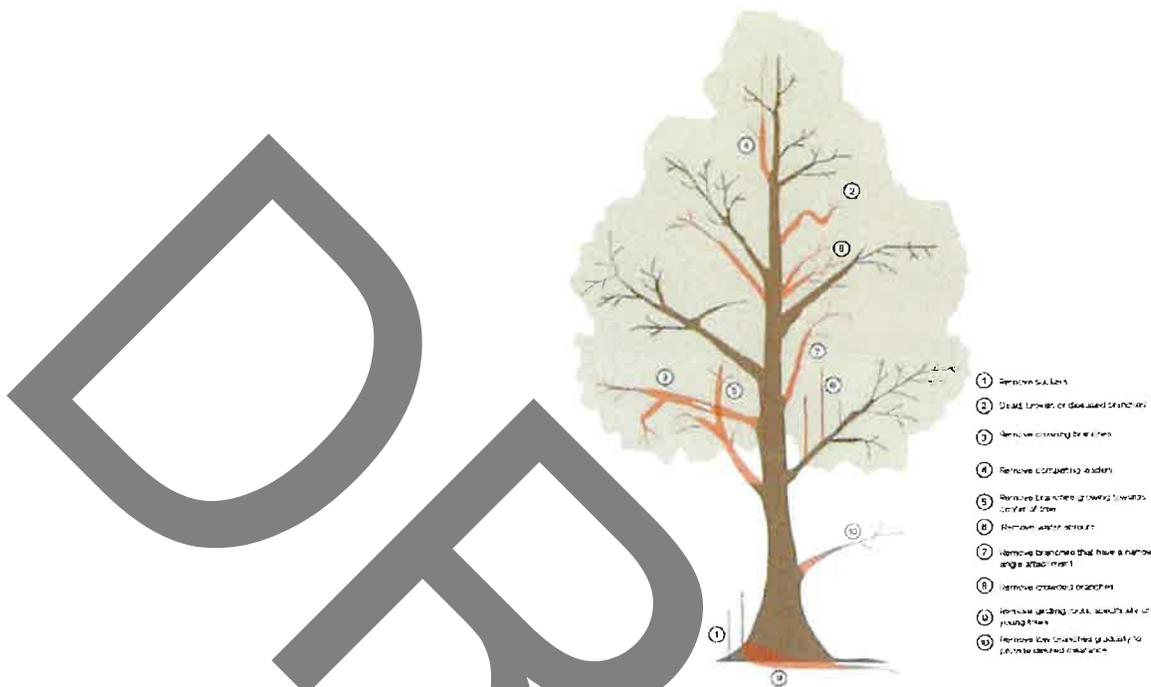
A. DEFINITION

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-foot 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.



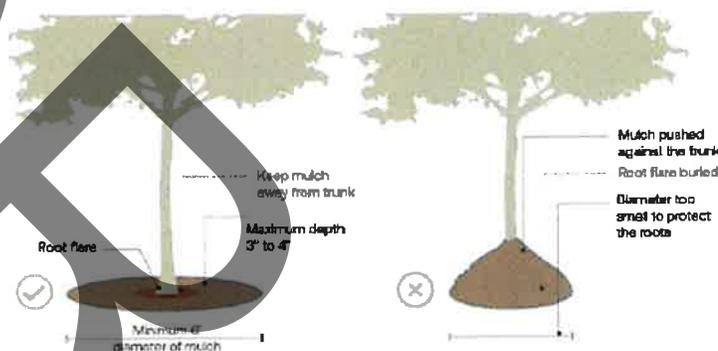
C. WOOD MULCHING

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 lodge 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

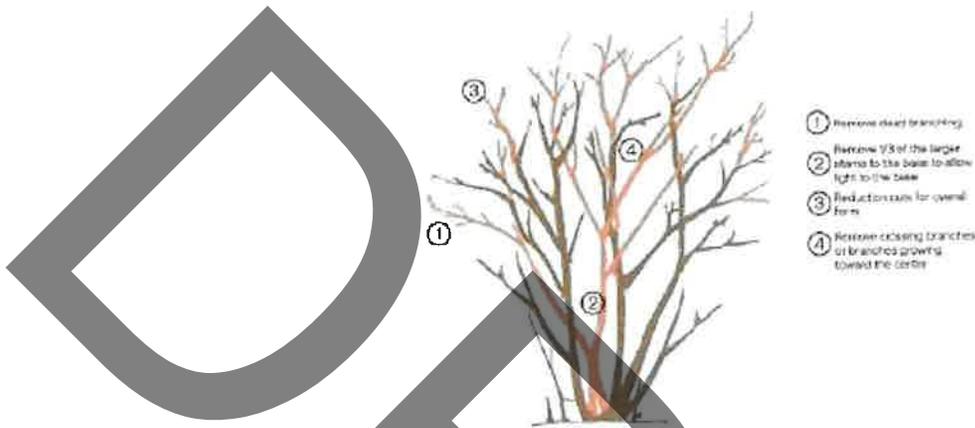
A. DEFINITION

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 ½ 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

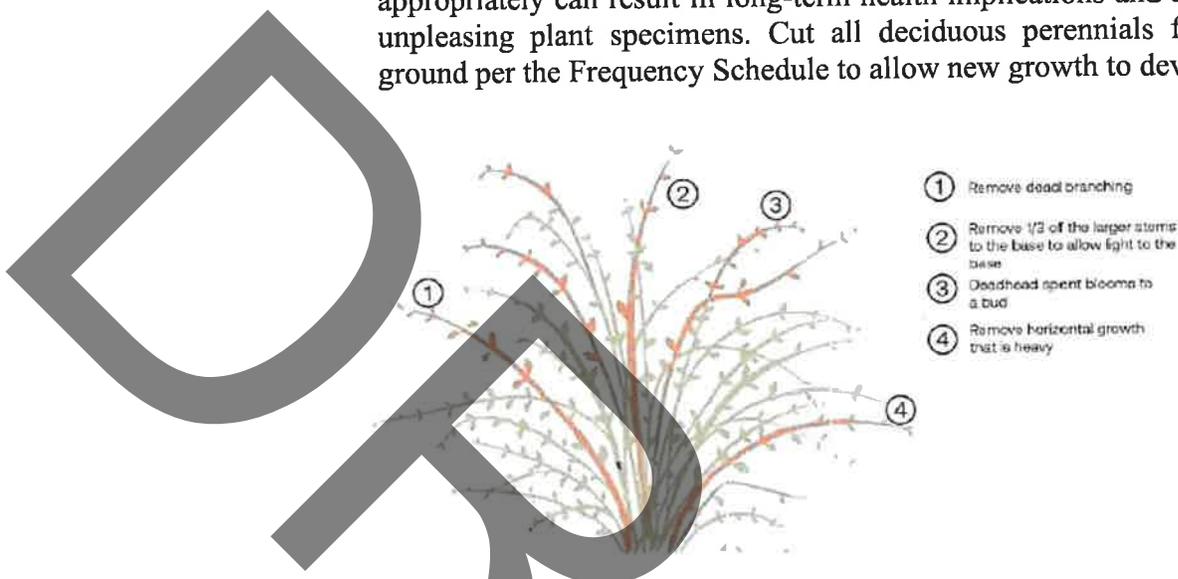
A. DEFINITION

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 ½ 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.

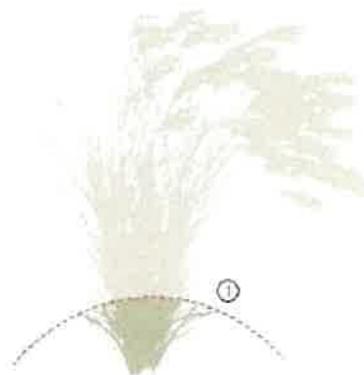
1.6. ORNAMENTAL GRASSES

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.



1. Ornamental grasses in beds should be fertilized in early spring. Early fertilization gives roots a growing edge. It is important to not fertilize until the growing season.

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 CHEMICAL 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 coned 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			
Record individual unit before maintenance with photograph (numbered). Record on Maintenance Report (see example in this document) the following:			
<input type="checkbox"/> Standing Water	yes no	<input type="checkbox"/> Damage to HPMBs System to Overflow conveyance	yes no
<input type="checkbox"/> Is Bypass Inlet Clear?	yes no	<input type="checkbox"/>	yes no
Removal of Silt / Sediment / Clay			
Dig out silt (if any) and mulch and remove trash & foreign items.			
<input type="checkbox"/> Silt / Clay Found?	yes no	<input type="checkbox"/> Leaves?	yes no
<input type="checkbox"/> Cups / Bags Found?	yes no	<input type="checkbox"/> Volume of material removed _____ (volume or weight)	
Removal of debris, trash and mulch			
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.			
<input type="checkbox"/> Distance to media surface to flow line of overflow conveyance (inches) _____			
<input type="checkbox"/> # of Buckets of Media Added _____			
Mulch Replacement			
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.			
<input type="checkbox"/> 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".			
<input type="checkbox"/> 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			
Examine the plant's health and replace if dead or dying. Prune as necessary to encourage growth in the correct directions.			
<input type="checkbox"/> Height above Grate (feet) _____		<input type="checkbox"/> Health	alive dead
<input type="checkbox"/> Width at Widest point (feet) _____		<input type="checkbox"/> Damage to Plant	yes no
Clean area around FocalPoint® HPMBs			
<input type="checkbox"/> Clean area around unit and remove all refuse to be disposed of appropriately.			
Complete paperwork			
<input type="checkbox"/> Deliver Maintenance Report and photographs as appropriate.			
<input type="checkbox"/> Some jurisdictions may require submission of maintenance reports in accordance with approvals.			
<input type="checkbox"/> It is the responsibility of the Owner to comply with local regulations.			

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 unsecured. 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]

DRAFT

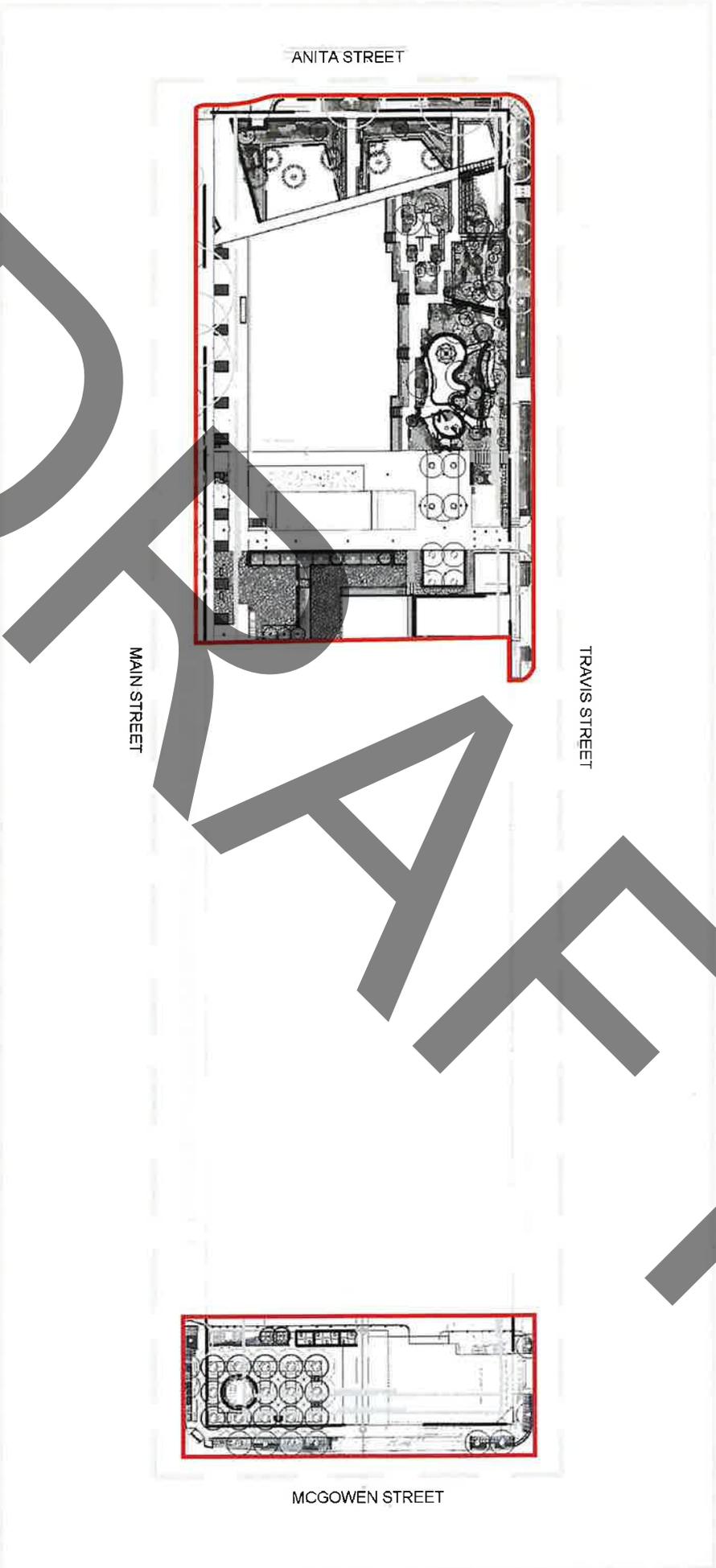
21 BAGBY PARK | LOCATION MAP



***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**

RFP MIDTOWN PARK + PLAZA | LOCATION MAP



*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



niddtown

MPC Trash Bins

0 0.25 Mi

GIS Parcels obtained from the City of Houston, December 2015

22 Trash Cans



EXHIBIT D

Frequency Schedule

[Attached]

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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]

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