



**MIDTOWN REDEVELOPMENT AUTHORITY/
TIRZ#2
BOARD OF DIRECTORS MEETING
FEBRUARY 26, 2026**



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

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

Notice is hereby given that the Board of Directors of the Midtown Redevelopment Authority (the "Authority") will hold a joint regular meeting, open to the public, with the Board of Directors of the Midtown Reinvestment Zone on Thursday, February 26, 2026, at 12:30 p.m. at 410 Pierce Street, 1st Floor Conference Room (enter at the Pierce St. and Brazos St. door), Houston, Texas 77002.

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

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

Click big blue button "TEAMs Meeting Link"

Meeting ID: 247 576 862 826

Passcode: GddGFQ

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

Phone: +1 872-256-8243

Phone ID 355 736 852#

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

AGENDA

1. Call to Order, Introduction of Guests and Board Comments
2. Public Comment
3. Consent Agenda for the Midtown Reinvestment Zone (**Board Action**)
 - a. Minutes for January 29, 2026
4. Consent Agenda for the Authority (Board Action)
 - a. Minutes for January 29, 2026
 - b. Monthly financial reports for January 31, 2026
 - c. Notification of procured items

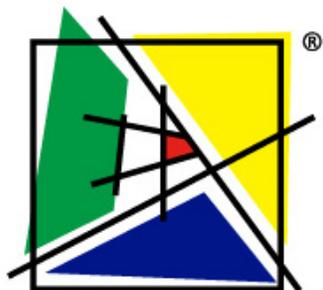
5. Funding to C 60 Inc. (LULAC) pursuant to Cultural Facilities Grant Agreement **(Board Action)**
6. Funding to Buffalo Soldiers National Museum & Heritage Center pursuant to Cultural Facilities Grant Agreement **(Board Action)**
7. Affordable Housing Program
 - a. Affordable Housing Operations Campus and Related Administrative Matters
 - i. 3131 Emancipation Office Campus Budget for 2026. **(Board Action)**
8. Midtown Planting Improvements Phase 1
 - a. Construction Management and Inspection Work Order **(Board Action)**
 - b. Construction Phase Observation Work Order **(Board Action)**
9. Main Street Planting Improvements
 - a. Construction Management and Inspection Work Order **(Board Action)**
 - b. Construction Phase Observation Work Order **(Board Action)**
10. Street Overlay and Sidewalk Program
11. Pedestrian Lighting Assessment
12. FIFA World Cup 2026
13. Urban Place Consulting Update
14. With respect to the foregoing agenda items, the Authority may conduct an executive session with regards to the following, as appropriate and necessary:
 - a. Consultation with attorney (Section 551.071, Texas Government Code);
 - b. The purchase, exchange, lease or value of real property (Section 551.072, Texas Government Code);
 - c. Personnel matters (Section 551.074, Texas Government Code);
 - d. Security personnel or devices (Section 551.076, Texas Government Code); and
 - e. Economic development negotiations (Sections 551.087, Texas Government Code).

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

Adjournment.



Executive Director AJD/ks



midtown
H O U S T O N

3.a.

ZONE CONSENT AGENDA

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

January 29, 2026

A special meeting of the Board of Directors (the “Board”) of Reinvestment Zone Number Two, City of Houston, Texas, was held at 410 Pierce Street, First Floor Conference Room, Houston, Texas 77002 and via video conference on Thursday, January 29, 2026, at 12:30 p.m. The meeting was open to the public. The roll was called of the duly appointed members of the Board, to-wit:

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

and all of the above were present in person at the meeting location except Directors Middleton and Foster, who attended via video conference.

In attendance were Authority staff members Kandi Schramm, Marlon Marshall, Jeremy Rocha, Vernon Williams, David Thomas, Kayler Williams, Amaris Salinas, and Madison Walkes; Cynthia Alvarado, Chrystal Davis, Jaime Giraldo, Chandler Snipe, Sharita Bohanna of the Midtown Management District. Clark Lord and Mary Buzak of Bracewell LLP; Rachel Ray-Welsh of Walter P. Moore Engineers; Alex Ramirez of Design Workshop; Melissa Morton of The Morton Accounting Services; Jennifer Curley, CeCe Scott and Tucker Toole of the City of Houston; Mike Morris of the Houston Chronicle; Zack Martin of Martin Construction Management and Designs; Roberta Burroughs of Roberta F. Burroughs and Associates; Amanda Hansen and Jay Hickman of the Amanda Hansen Group; Lynda Guidry, Giselle Martinez and Marylene Chen of Super Neighborhood 62; Sean Haley of CCPPI; Syliva Opusunju of Daggett Development; Rich Fuller of IDS; Kate Davis and Ken Rogge of Davis Holdings, LP; Kamal Rasheed; and Deidre Rasheed.

In attendance via video conference were Authority staff members Mechelle Phillips and Sally Adame; Ashley Segura of Co-Create Strategies; Tara Green, Marissa Garcia and Samuel Heritage of OJB Landscape Architecture; Angie Gomez, Lorenzo Salinas and Algenita Davis of CCPPI; Emily Anderson of Hallf; Siddhi Sunil Hol of University of Houston; Cynthia Aceves-Lewis of Super Neighborhood 62; Andrea Moore of Partners; Stephen Gibson of Urban Place Consulting; Kirbi Thomas; Jeanette Criglar; and two persons unidentified by name.

Director Douglas called the meeting to order.

MINUTES FOR NOVEMBER 20, 2025

Director Lewis made a motion to approve the minutes for November 20, 2025. The motion was seconded by Director Johnston and unanimously approved.

EXECUTIVE SESSION

The Board did not enter a closed executive session.

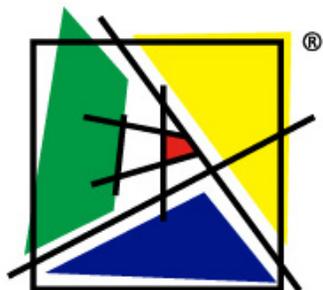
ADJOURN

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

Christopher M. Johnston, Secretary

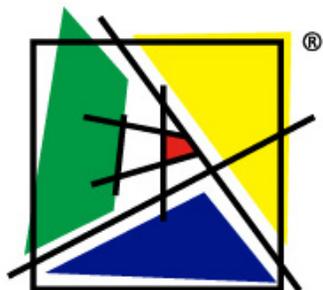
Date

DRAFT



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**AUTHORITYY
CONSENT AGENDA**



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4.a.

AUTHORITY MINUTES

**MINUTES OF THE BOARD OF DIRECTORS OF
THE MIDTOWN REDEVELOPMENT AUTHORITY**

January 29, 2026

A special meeting of the Board of Directors (the “Board”) of the Midtown Redevelopment Authority (the “Authority”) was held at 410 Pierce Street, First Floor Conference Room, Houston, Texas 77002 and via video conference Thursday, January 29, 2026, at 12:30 p.m. The meeting agenda is attached hereto and incorporated herein. The meeting was open to the public. The roll was called of the duly appointed members of the Board, to-wit:

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

and all of the above were present in person at the meeting location except Directors Foster and Middleton, who attended via video conference.

In attendance were Authority staff members Kandi Schramm, Marlon Marshall, Jeremy Rocha, Vernon Williams, David Thomas, Kayler Williams, Amaris Salinas, and Madison Walkes; Cynthia Alvarado, Chrystal Davis, Jaime Giraldo, Chandler Snipe, Sharita Bohanna of the Midtown Management District; Clark Lord and Mary Buzak of Bracewell LLP; Rachel Ray-Welsh of Walter P. Moore Engineers; Alex Ramirez of Design Workshop; Melissa Morton of The Morton Accounting Services; Jennifer Curley, CeCe Scott and Tucker Toole of the City of Houston; Mike Morris of the Houston Chronicle; Zack Martin of Martin Construction Management and Designs; Roberta Burroughs of Roberta F. Burroughs and Associates; Amanda Hansen and Jay Hickman of the Amanda Hansen Group; Lynda Guidry, Giselle Martinez and Marylene Chen of Super Neighborhood 62; Sean Haley of CCPPI; Syliva Opusunju of Daggett Development; Rich Fuller of IDS; Kate Davis and Ken Rogge of Davis Holdings, LP; Kamal Rasheed; and Deidre Rasheed.

In attendance via video conference were Authority staff members Mechelle Phillips and Sally Adame; Ashley Segura of Co-Create Strategies; Tara Green, Marissa Garcia and Samuel Heritage of OJB Landscape Architecture; Angie Gomez, Lorenzo Salinas and Algenita Davis of CCPPI; Emily Anderson of Hallf; Siddhi Sunil Hol of University of Houston; Cynthia Aceves-Lewis of Super Neighborhood 62; Andrea Moore of Partners; Stephen Gibson of Urban Place Consulting; Kirbi Thomas; Jeanette Criglar; and two persons unidentified by name.

Director Douglas called the meeting to order.

PUBLIC COMMENT

There was no public comment.

CONSENT AGENDA FOR THE AUTHORITY**MINUTES FOR NOVEMBER 20, 2025****MONTHLY FINANCIAL REPORTS FOR NOVEMBER 30 AND DECEMBER 31, 2025**

Director Douglas presented the Consent Agenda.

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

INVESTMENT REPORT FOR QUARTER ENDING DECEMBER 31, 2025

Melissa Morton of The Morton Accounting Services presented the investment report for the quarter ending December 31, 2025.

Director Lewis made a motion to approve the investment report for the quarter ending December 31, 2025 as presented. The motion was seconded by Director Robinson and carried by unanimous vote.

BOARD GOVERNANCE AND COMMITTEE COMPOSITION

Director Douglas recognized the establishment of Authority committees and the appointments to these committees.

ELECTION OF OFFICERS

Director Douglas presented the Board with a proposed slate of Board officers. Director Gilford moved to approve the election of Board officers as presented. The motion was seconded by Director Fontaine and carried unanimously.

AFFORDABLE HOUSING PROGRAM**AFFORDABLE HOUSING OPERATIONS CAMPUS AND RELATED ADMINISTRATIVE MATTERS**

There were no updates on this item.

CAPITAL IMPROVEMENTS PROGRAM

MAINTENANCE AND OPERATION OF AUTHORITY PARKS, FACILITIES AND STREET IMPROVEMENTS

Clark Lord of Bracewell LLP reported that the Authority and the Midtown Management District (the “District”) are engaged in a process to transfer the Midtown Parks Conservancy (“MPC”) responsibilities to the Authority and the District to streamline the contractual maintenance and operations obligations for each organization. MPC will continue to function but its primary role will be to receive private funds and/or grant funds that may be utilized for maintaining and improving public facilities within the Zone and the District. It is anticipated that additional items related to the transfer of MPC’s responsibilities to the Authority may be presented to the Board for consideration within the coming months.

i. ASSIGNMENT AND ASSUMPTION OF AGREEMENT FOR MAINTENANCE SERVICES AT MIDTOWN PARK AND PLAZA AND BAGBY PARK

Marlon Marshall, Sr. Director of Engineering/Strategic Development, reported on an agreement that MPC recently entered into with Lawn Management Company LLC for maintenance services at Bagby Park and Midtown Park and Plaza and presented to the Board a motion to authorize the assignment and assumption of the agreement with Lawn Management Company LLC for maintenance services at Bagby Park and Midtown Park and Plaza from MPC to the Authority.

Director Johnston moved to approve as presented a motion to authorize the assignment and assumption of an agreement with Lawn Management Company LLC for maintenance services at Bagby Park and Midtown Park and Plaza from MPC to the Authority. The motion was seconded by Director Gilford and carried unanimously.

ii. MIDTOWN PLANTING IMPROVEMENTS PHASE 1 (BAGBY STREET, BAGBY PARK AND MIDTOWN PARK — CONSTRUCTION CONTRACT AWARD

Mr. Marshall provided an overview of the Midtown Planting Improvements Phase 1 (Bagby Street, Bagby Park and Midtown Park) project and reported that Landscape Art was identified as the lowest responsible bidder for the project.

Mr. Marshall presented a motion to authorize a budget not to exceed \$1,114,674.80 to award and negotiate a construction contract with Landscape Art for the Midtown Planting Improvements Phase 1 (Bagby Street, Bagby Park and Midtown Park) project.

Following discussion by the Board, Director Johnston moved to approve as presented a motion authorize a budget not to exceed \$1,114,674.80 to award and negotiate a construction contract with Landscape Art in an amount not to exceed \$1,114,614.80 for the Midtown Planting Improvements Phase 1 (Bagby Street, Bagby Park and Midtown Park) project. The motion was seconded by Director Williams and carried unanimously.

iii. MAIN STREET PLANTING IMPROVEMENTS – CONSTRUCTION CONTRACT AWARD

Mr. Marshall provided an overview of a planting improvements project along Main Street from Gray Street to Willard Street and reported that SMC Landscape Services was identified as the lowest responsible bidder for the project.

Mr. Marshall noted that METRO leadership has encouraged the Authority to complete these improvements as expeditiously as possible in advance of the FIFA World Cup. The Authority is coordinating with the City of Houston on the project.

Mr. Marshall and presented a motion to authorize a budget not to exceed \$886,453.28 to award and negotiate a construction contract with SMC Landscape Services for the Main Street Planting Improvements (Gray Street to Willard Street) project.

Director Gilford moved to approve as presented a motion to authorize a budget not to exceed \$886,453.28 to award and negotiate a construction contract with SMC Landscape Services for the Main Street Planting Improvements (Gray Street to Willard Street) project. The motion was seconded by Director Lewis and carried by unanimous vote.

FIFA WORLD CUP 2026

i. LANDSCAPE ARCHITECTURE DESIGN PROPOSAL – OJB

Mr. Marshall reported that FIFA World Cup Sustainability Committee has selected Midtown as a World Cup Green Corridor project showcase site for sustainability demonstration of innovation and nature-based resilience. The Authority is partnering with World Cup Sustainability Committee on innovation and resiliency installations (temporary and permanent) at demonstration sites within the Zone at the Wheeler Transit Station/Ion District, McGowen Station/Midtown Park and the HCC/Ensemble Rail Station.

Following a presentation on these innovation and resiliency installations by Tara Green, Principal of OJB Landscape Architecture, Mr. Marshall presented a motion for the Board to authorize a landscape architecture design proposal

from OJB Landscape Architecture related to FIFA World Cup innovation and resiliency installations in the amount of \$70,000.00.

Following discussion by the Board, Director Lewis moved to approve as presented a motion to authorize a landscape architecture design proposal from OJB Landscape Architecture related to FIFA World Cup innovation and resiliency installations in the amount of \$70,000.00. The motion was seconded by Director Fontaine and carried by unanimous vote.

STREET OVERLAY AND SIDEWALK PROGRAM

There were no updates on this item.

MOBILITY AND PEDESTRIAN IMPROVEMENTS

i. PEDESTRIAN LIGHTING ASSESSMENT

There were no updates on this item.

EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

The Board discussed this item in a closed executive session. Upon returning to open session, Director Williams presented a motion to approve an appropriate employment agreement notice to Matt Thibodeaux, Executive Director. The motion was seconded by Director Johnston. The motion passed by a vote of 6-1, with Director Foster voting against the motion.¹

DELEGATION OF AUTHORITY TO BOARD CHAIR

The Board discussed this item in a closed executive session. Upon returning to open session, Director Johnston presented a motion to approve a resolution delegating general authority to the Board Chair to take certain managerial actions on behalf of the Authority. The motion was seconded by Director Gilford and carried by unanimous vote.

URBAN PLACE CONSULTING ENGAGEMENT

The Board discussed this item in a closed executive session. Upon returning to open session, Director Lewis moved to improve a consulting engagement with Urban Place Consulting Group, Inc. based on its proposal and authorize the Board Chair and the Authority's legal counsel to negotiate a professional services agreement with Urban Place

¹ Directors Middleton and Fontaine departed the meeting prior to consideration of this agenda item and were not present for the vote.

Consulting Group, Inc. consistent with the terms of its proposal. The motion was seconded by Director Robinson and carried unanimously.

EXECUTIVE SESSION

The Board entered a closed executive session for this meeting at 2:05 p.m. to confer with its attorney and discuss personnel matters regarding agenda items 9, 10 and 11 pursuant to Sections 551.071 and 551.074, Texas Government Code. No action was taken during the executive session.

The Board returned to open session at 3:35 p.m., at which time action was taken regarding agenda items 9, 10 and 11 as noted herein.

ADJOURN

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

Christopher M. Johnston, Secretary

Date

AGENDA OF JANUARY 29, 2026

[attached]

DRAFT



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

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

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

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AGENDA

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

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

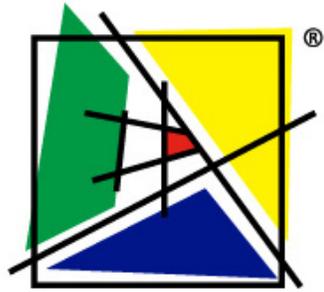
Upon entering into the executive session, the presiding officer shall announce which agenda items will be discussed.

Adjourn.



Matt Thibodeaux

Executive Director MT/ks



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4.b.

FINANCIALS

Midtown Redevelopment Authority
Profit & Loss
 July 2025 through January 2026

	Jul '25 - Jan 26
Ordinary Income/Expense	
Income	
400000 · Revenue & Support	
400025 · Interest-Debt Service & Reserve	168,964.90
400026 · Interest-Other Bond Funds	126.00
400029 · Interest - Affordable Housing	305,850.07
400030 · Interest-Operating Funds	555,147.08
400031 · Interest Income	25,073.45
400040 · 3131 EMANCIPATION	234,198.27
400041 · Affordable Housing Apts Units	64,165.56
400042 · 402 & 410 Tenant Inome	125,169.73
	1,478,695.06
Total 400000 · Revenue & Support	
40010 · Other Revenue	639,129.65
400441 · Bagby Park Kiosk Lease	62,882.52
451000 · Gain/Loss on Cancelled Leases	-82,177.20
	2,098,530.03
Total Income	
Gross Profit	2,098,530.03
Expense	
500000 · BOND FUND EXPENSES	
504000 · Projects & Expenses	
500007 · T-0234 Parks and Open Space	4,862.00
500015 · T-0222 Street Rehab	187,405.03
500021 · T-0203 Entry Portals	-20,000.00
500412 · T-0239 Brazos St Recon	33,358.90
	205,625.93
Total 504000 · Projects & Expenses	
Total 500000 · BOND FUND EXPENSES	205,625.93
510000 · INCREMENT PROJECTS/EXPENSE	
510008 · T-0220 Afford Housing Land Bnk	1,747,129.86
510019 · T-0214 Caroline St	131,654.67
510024 · T-0204 Infrastruc/Street Lights	187,890.50
510040 · Developer Reimbursement	274,524.85
510041 · CIP Program Expenses	26,724.00
510043 · T-0234 Parks & Open Space & Mob	45,315.18
510045 · T-0224 HTC I - Bldg Maintenance	126,857.14
510046 · T-0221 Midtown Pk	3,058.52
510096 · T-0207 Opr of Zone Prj Faciliti	646,108.35
510102 · HMAAC Interest Expense	1,495.69
510400 · Kiosk at Bagby Park	24,787.68
510534 · T-0225 Mobility & Pedest Imprv	45,907.31
510700 · Municipal Services Costs	
510710 · Municipal Services Supplemental	69,118.48
510700 · Municipal Services Costs - Other	9,580.00
	78,698.48
Total 510700 · Municipal Services Costs	
Total 510000 · INCREMENT PROJECTS/EXPENSE	3,340,152.23
550000 · General & Admin. Expense	
550002 · Contract Labor	5,607.00
550003 · Rent Expense	6,300.00
550004 · Salaries	1,239,940.04
550006 · Advertising & Promotions	33,192.81
550007 · Courier Service	903.36
550008 · Office Supply & Expense	17,453.49
550010 · Telephone & Utilities	3,653.11
550012 · Postage	475.97
550022 · Bank Charges & Fees	18,237.76
550023 · Trust Expenses	6,695.00
550025 · Professional Services	19,911.25
550026 · Accounting Consultants	129,081.64
550027 · Financial Audit	45,000.00

Midtown Redevelopment Authority
Profit & Loss
 July 2025 through January 2026

	Jul '25 - Jan 26
550028 · Legal Consultants	294,892.00
550029 · Admin Insurance	1,013.57
550030 · Planning Consultants	111,962.07
550032 · Engineering Consultants	35,008.23
550033 · Professional Fees/Other Consult	58,181.50
550034 · Equip Rent & Lease Expense	5,768.78
550036 · Licenses & Fees	562.70
550037 · Workman's Comp Insurance	6,187.52
550038 · Insurance - All	510,613.71
550039 · Computers & Repairs & Maint	29,489.83
550040 · Repair & Maintenance	2,629.46
550045 · Payroll Fees	19,147.51
550046 · Reimb. Employee Office Exp.	444.24
550050 · Depreciation Expense	776,123.66
550052 · Depre Expense-Midtown Park	318,242.56
550053 · Deprec Expense-Works of Art	22,140.54
550054A · Depre Expense Operations Cnt	312,301.08
550058 · Travel	1,424.52
550061 · Public Relations	231.82
550065 · Training and Conferences	-65.35
	4,032,751.38
Total 550000 · General & Admin. Expense	
550051 · Dep Exp - Midtown Park/Garage	231,048.90
55052A · Dep Exp Midtown Park Phase 2&3	91,770.04
600000 · Bond Related Expenses	
560041 · 2017 Bond Int Expense	830,687.50
560042 · 2020 Bond Int Exp	158,900.00
560045 · 2022 Bond Int Expense	336,226.78
	1,325,814.28
Total 600000 · Bond Related Expenses	
Total Expense	9,227,162.76
Net Ordinary Income	-7,128,632.73
Net Income	-7,128,632.73

Midtown Redevelopment Authority
Balance Sheet
As of January 31, 2026

	Jan 31, 26
ASSETS	
Current Assets	
Checking/Savings	
101001 · Wells Fargo Ope Acctg 64040	249,699.51
101002 · Infrastructure Projects 1731	177,396.43
101003 · Texas Capital Operating x 6020	-365,937.04
101004 · Texas Capital MM x 6052	2,142.71
101010 · WF Surplus Acct 63943	5,332,306.70
101020 · WF FTA Enhanced Path 63919	61.97
101030 · Wells Fargo 1094	480,421.19
102200 · Logic Operating Account	20,030,633.23
103200 · TexStar Operating Acct 1111	8,172.89
103600 · Wells Fargo Oper Inves 63901	307.99
103700 · WF Operating Saving 3215777180	46,263.40
104000 · Affordable Housing Accounts	
104021 · WF Afford Hous 3927	639,309.45
104022 · WF Pilot Program 3935	355.01
104024 · Texas Capital AH Ops x 6028	-160,719.38
104025 · Texas Capital AH MM x 6036	208,220.08
104116 · TexStar Aff. Hsng MM 1800	2,367.90
104200 · Logic Affordable Housing	13,931,214.59
1044000 · Wells Fargo NAI - 2259	257,094.39
Total 104000 · Affordable Housing Accounts	14,877,842.04
105000 · Trustee Investments	
105001 · Pledge Revenue Fund 422885	2,116,962.14
105002 · Debt Service Fund	451,799.93
105003 · Reserve Fund 422897	7,106,025.78
105009 · Austin Park Maint. Fund 422919	4,113.62
107000 · BOND FUNDS	5,189.44
Total 105000 · Trustee Investments	9,684,090.91
Total Checking/Savings	50,523,401.93
Accounts Receivable	331,388.01
Total Current Assets	50,854,789.94
Fixed Assets	
150000 · Fixed Assets	
150010 · Office Furniture & Equipment	68,129.62
150011 · Accumulated Depreciation-Furn.	-63,484.49
150020 · Computer Equipment	62,956.03
150021 · Accumulated Depreciation-Comp.	-49,223.18
150040 · Land - JPI Park	736,911.00
150045 · Walgreens/Lui Park Land	141,000.00
150062 · Land - Houston Tech.Center I	798,053.89
150063 · Houston Tech Center I	2,676,862.62
150064 · Accm Deprec-Houston Tech Cntr I	-2,676,862.62
150065 · Land - HTC Phase II	697,219.00
150066 · Houston Tech Center II	3,135,865.07
150067 · Accum.Deprec. HTC Phase I	-2,783,048.75
150069 · Land - Bagby Park	1,318,870.15
150070 · BagbyPark	2,453,218.83
150071 · Accum.Deprec. BagbyPark	-1,945,119.71
150075 · Midtown Park 2905 Travis St	3,506,306.26
150078 · Midtown Park Land-Tracts I & II	4,416,996.74
1500783 · Accum Deprec-Works of Art	-332,979.19
1500784 · Acc Depr Office Housng & Garage	-2,877,258.42
1500785 · Accum Depreciation - Bagby Park	-349,929.40
150078A · Midtown (Superblock) Garage	13,784.20
150078B · Midtown (Superblockj) Park	5,299,848.40
150078C · Midtown Garage - Depreciable As	
1500781 · Acc Depre - Midtown Garage	-3,696,783.22
150078C · Midtown Garage - Depreciable As - Other	23,104,895.00
Total 150078C · Midtown Garage - Depreciable As	19,408,111.78
150078D · Midtown Park - Depreciable Asse	
1500782 · Acc Depre Midtown Park	-5,197,961.62
150078D · Midtown Park - Depreciable Asse - Other	19,094,553.00
Total 150078D · Midtown Park - Depreciable Asse	13,896,591.38

Midtown Redevelopment Authority
Balance Sheet
As of January 31, 2026

	Jan 31, 26
150078E · Land - Operations Center	1,002,054.00
150078G · Operation Center	3,535.75
150078H · Midtown Park - Depr Assc 2&3	5,558,842.94
150078I · Bagby Park - Depr Asset (2020)	1,049,784.00
150078J · Opration Center Dep Asset	27,074,672.44
150078K · Midtown Park -Placed in Service	-5,506,202.00
150079B · Works of Art - Donated	1,137,027.00
150080 · Land (Resale)	
150081 · Earnest Money	-15,946.09
150082 · Option Fees	5,000.00
150803 · Affordable Housing Legal	103,280.05
150804 · Affordable Housing Misc	756,345.80
150805 · AFFORD HOUS GRANTS	126,750.28
150080 · Land (Resale) - Other	34,579,600.93
Total 150080 · Land (Resale)	35,555,030.97
150080A · Land Held for Resale	-10,723,654.68
150089 · Land HMAAC (Land)	1,206,150.00
150090 · HMAAC Property	918,850.00
150091 · Accum Depr HMAAC	-696,795.06
150098 · Rice-Ion Garage Asset	56,900,000.00
150099 · Accum Depr - ION Parking Garage	-2,086,333.00
150100 · 2800 MAIN	317,069.93
150782A · Acc Depr Midtown Park Phase 2-3	-1,147,125.11
150000 · Fixed Assets - Other	-546,027.24
Total 150000 · Fixed Assets	157,569,699.15
Total Fixed Assets	157,569,699.15
Other Assets	
180500 · Leases	
180510 · Lease Receivable	1,887,482.88
180530 · Deferred Inflow	-1,840,254.53
Total 180500 · Leases	47,228.35
Total Other Assets	47,228.35
TOTAL ASSETS	208,471,717.44
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	510,490.31
Other Current Liabilities	
200001 · Current Liabilities	
200005 · Accrued Expenses	565,063.05
201001 · MIDCORP Kiosk	-25,776.98
202000 · Project Fund Liabilities	18,578.35
2021061 · Due from FWRA for AFLAC	-258.08
2021062 · Due MMD	200,000.00
2022100 · Security Deposit - Office Rent	13,014.88
200001 · Current Liabilities - Other	13,800.00
Total 200001 · Current Liabilities	784,421.22
200006 · Property Tax Liability	125,410.82
203500 · Prepaid Rental Income Liab	3,617.71
25000 · Retainage Payable	3,500.00
Total Other Current Liabilities	916,949.75
Total Current Liabilities	1,427,440.06
Long Term Liabilities	
210000 · Long Term Liabilities	
210050 · Bond Payable Series 2017	32,625,000.00
210061 · Series 2017 Bond Premium	2,600,121.00
210063 · Series 2020 Bond Premium	1,256,000.00
210064 · Bonds Payable Series 2020	6,410,000.00
210065 · Bonds Payable Series 2022	19,595,000.00
210100 · Security Deposit LT	32,148.73
Total 210000 · Long Term Liabilities	62,518,269.73

Midtown Redevelopment Authority
Balance Sheet
As of January 31, 2026

	<u>Jan 31, 26</u>
210400 · ION Garage	
210401 · ION Deferred Tax Increment	1,725,631.00
210402 · ION Unearned Concession Fee	1,531,015.00
210403 · ION Garage - Reversion of Rice	<u>34,329,667.00</u>
Total 210400 · ION Garage	<u>37,586,313.00</u>
Total Long Term Liabilities	<u>100,104,582.73</u>
Total Liabilities	101,532,022.79
Equity	
1110 · Retained Earnings	114,068,327.38
Net Income	<u>-7,128,632.73</u>
Total Equity	<u>106,939,694.65</u>
TOTAL LIABILITIES & EQUITY	<u><u>208,471,717.44</u></u>

DRAFT

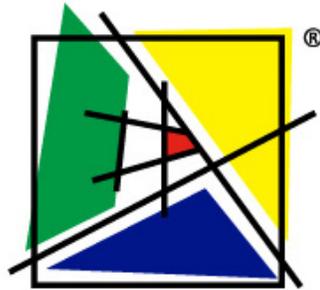
Midtown Redevelopment Authority
Affordable Housing Disbursements

As of February 20, 2026

Date	Num	Name	Memo	Credit
104000 · Affordable Housing Accounts				
104024 · Texas Capital AH Ops x 6028				
01/21/2026	ACH	City of Houston - Water	155065	25.64
01/21/2026	ACH	City of Houston - Water	155065	19.03
01/21/2026	ACH	City of Houston - Water	155065	24.35
01/21/2026	ACH	City of Houston - Water	155065	2.38
01/21/2026	ACH	City of Houston - Water	155065	24.35
01/21/2026	ACH	City of Houston - Water	155065	7.10
01/21/2026	ACH	City of Houston - Water	155065	26.79
01/21/2026	ACH	City of Houston - Water	155065	25.64
01/21/2026	ACH	City of Houston - Water	155065	3.71
01/21/2026	ACH	City of Houston - Water	155065	24.35
01/21/2026	ACH	City of Houston - Water	155065	32.82
01/21/2026	ACH	City of Houston - Water	155065	26.03
01/21/2026	ACH	City of Houston - Water	155065	25.64
01/21/2026	ACH	City of Houston - Water	155065	3.55
01/21/2026	ACH	City of Houston - Water	155065	515.51
01/21/2026	ACH	City of Houston - Water	155065	30.57
01/21/2026	ACH	City of Houston - Water	155065	155.64
01/21/2026	ACH	City of Houston - Water	155065	65.12
01/21/2026	ACH	City of Houston - Water	155065	30.20
01/21/2026	ACH	City of Houston - Water	155065	27.28
01/28/2026	5147	CCPPI	Midtown Affordable Housing Plan Grant November 2025	119,083.33
01/28/2026	5148	Four Eleven LLC	Landscape Services December 2025	24,305.34
01/28/2026	5149	Roberta F. Burroughs & Associates	Project: Midtown Affordable Housing Plan - Impl Srvs For December 2025	8,000.00
01/29/2026	5150	Bracewell LLP	Third Ward Acquisitions/Affordable Housing Legal - Through December 31, 202...	23,233.25
02/18/2026	5151	American Fence Company, Inc.		2,060.20
02/18/2026	5152	United National Insurance Agency	Flood Insurance Policy # 1152705432	4,546.00
02/18/2026	5153	United National Insurance Agency	3131 Emancipation Ave Policy # 1152556728	4,691.00
Total 104024 · Texas Capital AH Ops x 6028				187,014.82
Total 104000 · Affordable Housing Accounts				187,014.82
TOTAL				187,014.82

Midtown Redevelopment Authority
 Operating Disbursements
 As of February 20, 2026

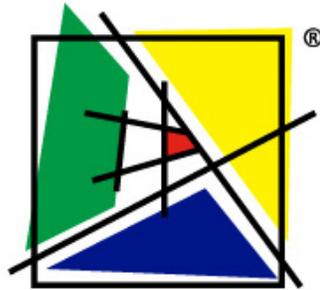
Date	Num	Name	Memo	Credit
101003 · Texas		Capital Operating x 6020		
01/21/2026	12138	Bracewell LLP		14,940.75
01/21/2026	12139	Design Workshop, Inc.	Houston Midtown District Work Order#1 Project 0068786.00 DECEMBER 2025	1,877.00
01/21/2026	12140	Flextg Financial Services	CANNON/IR-C5750I JANUARY 2026	1,137.71
01/21/2026	12141	IDS Engineering Group	Midtown PSA 2021 WO No 01B Professional Services to December 25, 2025	4,901.02
01/21/2026	12142	OJB	On Call Services - WO 1A December 2025	28,639.48
01/21/2026	12143	Padron Design Studio LLC	MRA Marketing Retainer December 2025	3,783.33
01/21/2026	12144	RLI Insurance Company	MRA Bond - #LSM1695571 02.01.26 - 02.01.27	315.00
01/21/2026	12145	The Harford	Business Travel Accident Insurance - 2/2026 - 2/2027	500.00
01/21/2026	12146	THR Enterprises, Inc.	Cleaning Services -November 2025	1,690.00
01/21/2026	12147	United National Insurance Agency	415 Gray St Policy # 1152137429	3,118.00
01/21/2026	12148	WILLIAMS SCOTSMAN, INC	Customer # 10460287 Rental Period 01.01.2026 - 01.31.2026	460.01
01/21/2026	12149	Wulfe & Co.	Consulting for Bagby Park and Midown Park -December 2025	3,400.00
01/27/2026	ACH	G&A Partners	PR 01/31/2026	138,780.08
01/28/2026	12150	Lion Heart	Project 043-001 Midtown Work order 1 - Through 12.31.25	1,727.50
01/28/2026	12151	THR Enterprises, Inc.	Cleaning Services -December 2025	1,690.00
01/28/2026	12152	CENTERPOINT ENERGY 4	Streetlight Install/Remove June 12, 2025	187,725.00
01/28/2026	12153	The Morton Accounting Services		19,160.85
01/29/2026	ACH	Reliant Energy	402 PIERCE ST - 75237953-7 JANUARY 2026	4,690.60
01/29/2026	ACH	Reliant Energy	410 PIERCE STREET - 75237956-0 JAN 2026	4,104.97
01/29/2026	11475	Midtown Parks Conservancy	Tenant Income July - December 2025 Building 402 & 410 Tenants	104,103.41
01/29/2026	12154	United National Insurance Agency	VOID: Insurance Policies - Various	
01/30/2026	12156	United National Insurance Agency	Insurance Policies - Various	465,644.50
02/18/2026	12157	Amanda Hansen Group	Crisis Communications and Public Relations Retainer - January 2026	17,000.00
02/18/2026	12158	Comcast	410 SERVICE Ste #355 to February 28, 2026	306.91
02/18/2026	12159	Condor Express Delivery, Inc	Delivery & Delivery Return January 2026	174.69
02/18/2026	12160	Design Workshop, Inc.	Houston Midtown District Work Order#1 Project 0068786.00 JANUARY 2026	3,724.00
02/18/2026	12161	Equi-Tax, Inc.	MontlyConsultation Service fee per contract February 2026	500.00
02/18/2026	12162	Gauge Engineering	Project 2501667-0000 Work Order No. 1 Through December 31, 2025	439.18
02/18/2026	12163	Goode Systems & Consulting Inc		4,190.10
02/18/2026	12164	IDS Engineering Group	Midtown PSA 2021 WO No 01B Professional Services to January 25, 2026	3,781.82
02/18/2026	12165	Jeremy Rocha	Reimbursements	443.90
02/18/2026	12166	Midtown Parks Conservancy	MRA Reimbursable Expenses	696.88
02/18/2026	12167	Midtown Scouts Square Property. LP		2,700.00
02/18/2026	12168	OJB	On Call Services - WO 1A January 2026	18,785.00
02/18/2026	12169	Padron Design Studio LLC	MRA Marketing Retainer January 2026	3,750.00
02/18/2026	12170	Purchase Power	Postage JANUARY 2026	77.99
02/18/2026	12171	The Goodman Corporation		42,017.33
02/18/2026	12172	The Harris Center for Mental Health and I	CCAP Midtown January 2026	11,532.14
02/18/2026	12173	The Morton Accounting Services	January 2026 CPA Services	25,243.04
02/18/2026	12174	THR Enterprises, Inc.	Cleaning Services -January 2026	1,690.00
02/18/2026	12175	Walter P. Moore		30,214.25
02/18/2026	12176	WILLIAMS SCOTSMAN, INC	Customer # 10460287 Rental Period 02.01.2026 - 02.28.2026	480.25
02/18/2026	12177	Wulfe & Co.	Consulting for Bagby Park and Midown Park -January 2026	3,400.00
02/18/2026	12178	Urban Place Consulting Group	Consultant Services February 2026	25,000.00
Total 101003 · Texas Capital Operating x 6020				1,188,536.69
TOTAL				1,188,536.69



midtown
H O U S T O N

4.c.

**NOTIFICATION
OF PROCURED
ITEMS**



midtown
H O U S T O N

5.
C60(LULAC)
CULTURAL
FACILITIES GRANT
AGREEMENT

AGENDA ITEM	Funding to C60 Inc. (LULAC) pursuant to Cultural Facilities Grant Agreement approved by Board in 2025
REQUEST	Authorize the initial funding of grant proceeds in the amount of \$210,000 to C60 Inc. (LULAC) for capital development of the Historic Council 60 Clubhouse urban park/cultural destination project.
ITEM HISTORY	<p>August 2024: Midtown Redevelopment Authority Board authorizes award of Cultural Facilities Grant to C60 Inc. (LULAC) in amount of \$500,000.</p> <p>March 2025: MRA Board approves Cultural Facilities Grant Agreement with C60 Inc. in amount of \$500,000.</p>
DESCRIPTION	<p>Authority Staff is requesting authorization of \$210,000.00 of the budget allocated for T-0232 – Public and Cultural Facilities to fund the initial grant disbursement request to C60 Inc. In accordance with the grant agreement, the Initial Disbursement of \$210,000, reflects the \$250,000 allocation less the \$15,000 Authority reimbursement amount and 10% retainage.</p> <p>The grant supports Phase II of the LULAC Council 60 Clubhouse Master Plan, which is designed to transform the Clubhouse into a vibrant multi-use cultural facility and the new headquarters for LULAC Council 60. Phase II focuses on exterior site redevelopment to create a unique space for special events on an outdoor patio and covered pavilion. An immersive walking tour will be developed to guide visitors through the building and site, illustrating its remarkable history.</p> <p>The Authority established a Chapter 380 Economic Development Program to enhance, encourage, and promote cultural facilities within the designated Cultural and Tourism District designated by Midtown TIRZ 2. The Cultural District contains many existing cultural facilities, including museums, theaters, and other arts and entertainment venues that attract residents and visitors to the Zone and enhance other commercial enterprises in the Zone and in the City. The Cultural District is intended to enhance and ensure the continued vitality of the existing cultural facilities, as well as promote the creation and sustainability of new cultural facilities that would add to the economic impact of the cultural facilities within the Cultural District.</p> <p>The Economic Development Program includes making grants and loans from the tax increment fund for public infrastructure improvements, parking facilities, and the establishment or promotion of public or private facilities that demonstrate public benefit and enhance the economic development of the Zone through increased business, commerce, and tourism.</p>
CONTACTS	MRA: Marlon Marshall, Sr. Director, Engineering and Strategic Development

December 16, 2025

Mr. Marlon Marshall
Midtown Redevelopment Authority
Reinvestment Zone Number Two
410 Pierce Street, Suite 355
Houston, TX 77002

Re: Cultural Facilities 380 Program Grant – Initial Disbursement Request

Dear Marlon,

On behalf of C60, Inc., I am writing to request the initial disbursement of funds awarded through the Cultural Facilities 380 Program Grant. We are deeply grateful for the Midtown Redevelopment Authority's support of the Historic Council 60 Clubhouse project and Houston's cultural infrastructure.

C60, Inc. has secured the below listed capital support toward our \$1.1 million construction budget.

Sources of Support

Midtown TIRZ	\$ 500,000
Cash	\$ 507,908
Line of Credit	\$ 153,000
Capital Campaign Matching Gifts	\$ 61,000

Total **\$1,221,908**

In accordance with the grant agreement, we respectfully request release of the **Initial FY2025 Disbursement of \$210,000, reflecting the \$250,000 allocation less the \$15,000 Authority reimbursement amount and 10% retainage.**

Again, we remain honored to partner with the Midtown Redevelopment Authority in preserving and promoting this National Treasure.

Best regards,
DocuSigned by:

Raymond Valdez

Raymond Valdez

Board President
206-650-1065
rvaldez@council60clubhouse.com

GRANT AGREEMENT

By and Between

REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS

And

MIDTOWN REDEVELOPMENT AUTHORITY

And

C 60 INC.

TABLE OF CONTENTS

ARTICLE 1

Representations

Section 1.01	Representation of the Authority	3
Section 1.02	Representation of the Zone	3
Section 1.03	Representations of the Grantee	4

ARTICLE 2

Project and Cultural Facility

Section 2.01	The Project	4
Section 2.02	Purpose of the Cultural Facility	4

ARTICLE 3

Grant Amount and Project Funding

Section 3.01	Grant	5
Section 3.02	Funding for the Project	5
Section 3.03	Use of Funding	5
Section 3.04	Supplemental Grants	5

ARTICLE 4

Grantee Covenants

Section 4.01	Use of the Cultural Facility	6
Section 4.02	Use of the Grant Proceeds	6
Section 4.03	Conflicts of Interest Disclosure	6
Section 4.04	Recognition of the Authority	6
Section 4.05	Inspections; Audits	6
Section 4.06	Authority and Zone Relieved From Responsibility	6

ARTICLE 5

Default

Section 5.01	Events of Default	7
Section 5.02	Remedies	7

ARTICLE 6

Indemnification and Release

Section 6.01	Indemnification	8
Section 6.02	Release	9

ARTICLE 7

General

Section 7.01	Parties in Interest.....	9
Section 7.02	Governing Law	9
Section 7.03	Court Proceedings.....	9
Section 7.04	No Personal Liability of Public Officials.....	10
Section 7.05	Disclosure of Interested Parties (Form 1295)	10
Section 7.06	Notices	10
Section 7.07	Amendments and Waivers.....	11
Section 7.08	Invalidity	11
Section 7.09	Successors and Assigns.....	11
Section 7.10	Exhibits and Schedules; Titles of Articles, Sections and Subsections.....	11
Section 7.11	Entire Agreement.....	11
Section 7.12	Suspension and Termination.....	11
Section 7.13	Singular and Plural.....	11
Section 7.14	Counterparts.....	11
Exhibit A	Project Summary and Budget	A-1
Exhibit B	Grantee Conflict of Interest Statement.....	B-1

GRANT AGREEMENT

This Grant Agreement (this “**Agreement**”), dated as of the date it is countersigned by the City (the “**Effective Date**”), is made by and among REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS (the “**Zone**”), a tax increment reinvestment zone created by the City of Houston, Texas (the “**City**”) in accordance with Chapter 311, Texas Tax Code; the MIDTOWN REDEVELOPMENT AUTHORITY (the “**Authority**”), a public nonprofit local government corporation created and organized under the provisions of Chapter 431, Texas Transportation Code; and C 60 INC. (the “**Grantee**”), a Texas nonprofit corporation.

RECITALS

WHEREAS, by Ordinance No. 94-1345, passed and adopted by the City Council of the City (the “**City Council**”) on December 14, 1994, the City created the Zone pursuant to Chapter 311, Texas Tax Code, as amended (the “**Act**”); and

WHEREAS, by Resolution No. 95-96, adopted on June 28, 1995, the City authorized the creation of the Authority to aid, assist and act on behalf of the City in the performance of the City’s governmental and proprietary functions with respect to the common good and general welfare of the Zone and neighboring areas; and

WHEREAS, the Board of Directors of the Zone (the “**Zone Board**”) adopted and the City approved, by City Ordinance No. 97-600, passed and adopted by City Council on May 28, 1997, the project plan and reinvestment zone financing plan for the Zone (the “**Original Plan**”); and

WHEREAS, the Zone Board adopted and the City approved, by Ordinance No. 1997-1338, passed and adopted on October 22, 1997, a First Amendment to the Original Plan (the “**First Amendment**”); the Zone Board adopted and the City approved, by Ordinance No. 1999-850, passed and adopted on August 11, 1999, a Second Amendment to the Original Plan (the “**Second Amendment**”); the Zone Board adopted and the City approved, by Ordinance No. 2009-1395, passed and adopted on December 29, 2009, a Third Amendment to the Original Plan (the “**Third Amendment**”); the Zone Board adopted and the City approved, by Ordinance No. 2011-534, passed and adopted on June 22, 2011, a Fourth Amendment to the Original Plan (the “**Fourth Amendment**”); the Zone Board adopted and the City approved, by Ordinance No. 2013-638, passed and adopted on July 10, 2013, a Fifth Amendment to the Original Plan (the “**Fifth Amendment**”); the Zone Board adopted and the City approved, by Ordinance No. 2015-1001, passed and adopted on October 14, 2015, a Sixth Amendment to the Original Plan (the “**Sixth Amendment**”); and the Zone Board adopted and the City approved, by Ordinance No. 2020-1102, passed and adopted on December 16, 2020, a Seventh Amendment to the Original Plan (the “**Seventh Amendment**,” and together with the Original Plan and the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment, the “**Project Plan**”); and

WHEREAS, the Project Plan authorizes the Zone to fund economic development programs (“**380 Programs**”) to induce private development paired with public investment to (i) support appropriate operation and maintenance of public infrastructure and facilities, including

parks and recreational facilities; (ii) develop and diversify the economy of the Zone and (iii) develop or expand transportation, business and commercial activity in the Zone, pursuant to Chapter 380 of the Texas Local Government Code and Chapter 311 of the Texas Tax Code; and

WHEREAS, the Zone contains current and proposed cultural facilities, including museums, theaters, and other arts and entertainment venues that attract residents and visitors to the Zone and enhance other commercial enterprises in the Zone and in the City (the “**Cultural Facilities**”); and

WHEREAS, the Third Amendment designated a Cultural and Tourism District within the then-existing boundaries of the Zone (the “**Cultural District**”) which contains various Cultural Facilities; and

WHEREAS, in conjunction with the Third Amendment, the City approved, by City Ordinance No. 2009-1397, passed and adopted by the City Council on December 29, 2009, the establishment of one of the Zone’s 380 Programs (the “**Cultural Facilities 380 Program**”) to enhance, encourage and promote Cultural Facilities within the Cultural District; and

WHEREAS, the Seventh Amendment provides for the annexation and funding of the LULAC 60 Clubhouse located at 3004 Bagby Street, Houston Texas 77006 (the “**Clubhouse**”), and incorporates, restates and affirms the goals and objectives included in the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment, including the Cultural Facilities 380 Program; and

WHEREAS, the Clubhouse is a Cultural Facility within the Zone that is outside the boundaries of the Cultural District but otherwise satisfies the criteria for financial assistance via the Cultural Facilities 380 Program; and

WHEREAS, the Grantee is planning a three-phase enhancement and renovation project for the Clubhouse, Phases I and II of which are anticipated to be completed by November 30, 2027 (the “**Completion Date**”); and

WHEREAS, the Zone and the Authority now desire, pursuant to the Project Plan and the 380 Programs, to establish a program for economic development incentives for Cultural Facilities annexed into the Zone after the establishment of the Cultural Facilities 380 Program within the Zone to enhance, encourage and promote Cultural Facilities within the Zone that are outside the boundaries of the Cultural District (the “**Annexed Cultural Facilities 380 Program**”); and

WHEREAS, the 380 Programs, including the Cultural Facilities 380 Program and the Annexed Cultural Facilities 380 Program, meet the requirements of Section 380.001, Texas Local Government Code, which allows the governing body of a municipality to establish programs, including programs for making loans and grants of public money, to promote state or local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, the Zone, the Authority and the Grantee desire to enter into this Grant Agreement to restore and redevelop the Clubhouse through an Annexed Cultural Facilities 380

Program grant for establishment or promotion of public or private facilities that demonstrate public benefit and enhance the economic development of the Zone through increased business, commerce and tourism under the Project Plan; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements and benefits to the City, the Zone, the Authority and the Grantee, it is hereby agreed as follows:

ARTICLE 1

Representations

Section 1.01 Representation of the Authority. The Authority hereby represents to the Grantee that as of the date hereof:

(A) The Authority is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

(B) The Authority has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, will not violate any applicable judgment, order, law or regulation, and (ii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Authority under any agreement or instrument to which the Authority is a party or by which the Authority or its assets may be bound or affected.

(C) This Agreement has been duly authorized, executed and delivered by the Authority and constitutes a legal, valid and binding obligation of the Authority, enforceable in accordance with its terms.

(D) The execution, delivery and performance of this Agreement by the Authority does not require the consent or approval of any person which has not been obtained.

Section 1.02 Representation of the Zone. The Zone hereby represents to the Grantee that as of the date hereof:

(A) The Zone is duly authorized, created and existing under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

(B) The Zone has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, will not violate any applicable judgment, order, law or regulation, and (ii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Zone under any agreement or instrument to which the Zone is a party or by which the Zone or its assets may be bound or affected.

(C) This Agreement has been duly authorized, executed and delivered by the Zone and constitutes a legal, valid and binding obligation of the Zone, enforceable in accordance with its terms.

(D) The execution, delivery and performance of this Agreement by the Zone does not require the consent or approval of any person which has not been obtained.

Section 1.03 Representations of the Grantee. The Grantee hereby represents to the Authority and the Zone that as of the date hereof:

(A) The Grantee is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Texas and is duly qualified to do business wherever necessary to carry on the operations contemplated by this Agreement.

(B) The Grantee has the power, authority and legal right to enter into and perform its obligations as set forth in this Agreement and the execution, delivery and performance has been duly authorized and constitutes a legal, valid and binding obligation of the Grantee, enforceable in accordance with its terms.

(C) There is no action, suit or proceeding pending against the Grantee, or to the knowledge of the Grantee, threatened against or affecting the Grantee before any court, arbitrator, governmental authority or official in which there is a reasonable possibility of an adverse decision which could reasonably be expected to have a material adverse effect on the Grantee or which could in any manner draw into question the validity of this Agreement.

(D) The Project (defined below) qualifies as a Cultural Facility and furthers the purposes of the Annexed Cultural Facilities 380 Program as defined in this Agreement.

ARTICLE 2

Project and Cultural Facility

Section 2.01 The Project. The Project consists of providing funding to cause the acquisition and construction of enhancements to the Clubhouse, as further described as Phase I and Phase II in Exhibit A, and is consistent with, furthers and complies with the Authority's Annexed Cultural Facilities 380 Program (collectively referred to as the "Project"). For the avoidance of doubt, Phase III, as described in Exhibit A, is not included in the Project.

Section 2.02 Purpose of the Cultural Facility. The parties hereby agree and acknowledge that the Clubhouse, as a Cultural Facility and as enhanced by the Project, shall provide contributions to the Zone, economic and otherwise, through the preservation of cultural artifacts, collection of fine arts, teaching and promotion of history, cultural heritage, and the arts and sciences through the hosting of community events and public access to this historic landmark. The Cultural Facility, as enhanced by the Project, shall contribute to the Zone by attracting residents and visitors to the Zone and enhancing other commercial enterprises in the Zone and the City.

ARTICLE 3

Grant Amount and Project Funding

Section 3.01 Grant. Subject to the conditions described in Section 3.02 below, a Cultural Facilities 380 Program grant (the “Grant”) is hereby authorized to be awarded to the Grantee, and the proceeds of such grant, in a total aggregate amount not to exceed \$500,000, shall be funded as follows: (i) an amount not to exceed \$250,000 in the Authority’s fiscal year ending June 30, 2025 (the “FY 2025 Grant Amount”) and (ii) an amount not to exceed \$250,000 in the Authority’s fiscal year ending June 30, 2026 (the “FY 2026 Grant Amount”, and, together with the FY 2025 Grant Amount, the “Grant Proceeds”). The Grant Proceeds shall be allocated to, and used by, the Grantee for the Project as specifically provided in this Agreement.

Section 3.02 Funding for the Project.

(A) Upon (i) a showing by the Grantee, adequate to the Authority, of the Grantee’s having secured 100% of funds required for the Project (inclusive of the Grant Proceeds), as described in the budget provided in Exhibit A, in the form of cash, loans or written commitments, (ii) the execution of this Agreement, (iii) reimbursement of the Authority in the amount of \$15,000 for its costs associated with awarding the Grant to Grantee (the “**Authority Reimbursement Amount**”) and (iv) the Authority’s receipt of a signed conflict of interest affidavit as required pursuant to Section 4.03(B) hereto, the Authority shall fund an amount equal to 90% of the FY 2025 Grant Amount less the Authority Reimbursement Amount (the “**Initial FY 2025 Disbursement**”).

(B) Upon a showing by the Grantee, adequate to the Authority, that Grantee has expended such Initial FY 2025 Disbursement in accordance with Section 3.03 below, the Authority shall fund an amount equal to the remaining 10% of the FY 2025 Grant Amount less the Authority Reimbursement Amount (the “**Final FY 2025 Disbursement**”).

(C) Upon a showing by Grantee, adequate to the Authority, that Grantee has expended the FY 2025 Grant Amount in accordance with Section 3.03 below, the Authority shall fund an amount equal to 90% of the FY 2026 Grant Amount (the “**Initial FY 2026 Disbursement**”).

(D) Upon a showing by the Grantee, adequate to the Authority, that Grantee has expended such Initial FY 2026 Disbursement in accordance with Section 3.03 below, the Authority shall fund an amount equal to the remaining 10% of the FY 2026 Grant Amount (the “**Final FY 2026 Disbursement**”).

Section 3.03 Use of Funding. Not less than 95% of the Grant Proceeds will be used to pay capital costs associated with the construction and completion of the Project.

Section 3.04 Supplemental Grants. Subject to the funds being available under the Authority’s budget in the fiscal years ending June 30, 2025, and June 30, 2026, the Grantee may request additional funds for this Project or any other additional project in such fiscal year.

ARTICLE 4

Grantee Covenants

Section 4.01 Use of the Clubhouse. As a condition of the Grant, the Grantee hereby covenants and agrees (i) to use the Grant Proceeds for the Project and (ii) cause the operation and function of the Clubhouse as described in Section 2.02 for a term commencing on the Effective Date and expiring ten (10) years after the Effective Date (such term, the “**Grant Agreement Term**”).

Section 4.02 Use of the Grant Proceeds. As a condition of the Grant, the Grantee hereby covenants and agrees to use the Grant Proceeds only for such purposes as are described in Section 3.03 and to, within 30 days of the Completion Date, provide a certificate to the Authority, describing the costs to which the Grant Proceeds were applied and certifying that all Grant Proceeds were applied in accordance with Section 3.03.

Section 4.03 Conflicts of Interest Disclosure.

(A) Prior to the receipt of any Grant Proceeds under this Agreement, the Grantee shall disclose to the Authority any pecuniary benefit any director, officer, employee or agent of the Grantee may receive due to an expenditure of the Grant Proceeds or the implementation of any transaction contemplated under this Agreement.

(B) Prior to the receipt of any Grant Proceeds under this Agreement, the Grantee shall execute a sworn statement, attached hereto as Exhibit B, stating that to the knowledge of the Grantee, based upon reasonable investigation, no member of the board of directors of the Grantee or board of directors of the Authority will receive any pecuniary benefit due to the expenditure of Grant Proceeds or implementation of any transaction contemplated under this Agreement, and such statement should be in accordance with Chapters 171 and 176, Local Government Code.

Section 4.04 Recognition of the Authority. Prior to distribution of Grant Proceeds, the Authority and Grantee shall mutually develop and agree upon a plan to recognize the Authority as a benefactor of the Clubhouse. Notwithstanding, any marketing, public awareness campaigns or signage related to the Clubhouse shall recognize the Authority’s contributions in a prominent manner and, in the case of written materials, the Authority’s name shall be in text no smaller than one-half (1/2) of the size of the Grantee’s name.

Section 4.05 Inspections: Audits. The Grantee agrees to keep such operating records as may be required by the Authority, the City or by state and federal law or regulation. The Grantee shall allow the Authority reasonable access to documents and records in the Grantee’s possession, custody or control relating to the Project that the Authority deems necessary to assist the Authority in determining the Grantee’s compliance with this Agreement.

Section 4.06 Authority and Zone Relieved From Responsibility. The Grantee hereby expressly acknowledges that the Authority and the Zone are under no responsibility to insure or maintain the Clubhouse or to pay taxes (in the event the Clubhouse is not exempt from ad

valorem taxes) and the Grantee shall relieve the Authority and the Zone from any such responsibility.

ARTICLE 5

Default

Section 5.01 Events of Default. One or more of the following events shall constitute an “Event of Default”:

- (A) The Project is not completed by the Completion Date.
- (B) The Grantee ceases use of the Clubhouse consistent with and pursuant to Section 2.02 during the Grant Agreement Term.
- (C) The Grantee fails to use the Grant Proceeds only for such purposes as are described in Section 3.03.
- (D) The Authority shall fail to fund the Grant under the terms of this Agreement.
- (E) Any representation or warranty made or deemed made by or on behalf of the Grantee in this Agreement or in any amendment or modification of this Agreement or in any waiver under any of the foregoing, or in any report, certificate or any other document furnished pursuant to or in connection with this Agreement, shall prove to have been incorrect or misleading in any material respect when made or deemed made.

Section 5.02 Remedies.

- (A) In the case of an Event of Default under Section 5.01(A), the Authority shall have the right to terminate or suspend this Agreement and receive a refund of all Grant Proceeds provided to the Grantee.
- (B) In the case of an Event of Default under Section 5.01(B), the Authority shall have a right to receive a refund from the Grantee for all or a portion of the Grant Proceeds. This refund shall be determined by the year of the Event of Default, and the refund amount will be reduced by ten (10) percent each year the Event of Default does not occur during the Grant Agreement Term. The refund amount will be determined according to the following schedule:

<u>Year</u>	<u>Percent of Grant Refunded</u>
Year 1	100%
Year 2	90%
Year 3	80%
Year 4	70%
Year 5	60%
Year 6	50%
Year 7	40%
Year 8	30%

Year 9	20%
Year 10	10%

(C) In the case of an Event of Default under Section 5.01(C), the Authority shall have a right to request reimbursement for the portion of the Grant Proceeds expended on non-complying purposes.

(D) In the case of an Event of Default under Section 5.01(D), the Grantee, in addition to the other rights given to the Grantee under this Agreement, may enforce specific performance or seek actual damages incurred by the Grantee for any such default.

(E) In the case of an Event of Default under Section 5.01(E), the Grantee shall have the right to cure any misrepresentation within thirty (30) days, or the right to cure shall expire. If the Grantee does not utilize the right to cure, the Authority may take any of the following actions: (i) seek actual damages incurred from such default, (ii) terminate or suspend this Agreement, and (iii) pursue all other rights and remedies provided under this Agreement and/or available at law and equity.

ARTICLE 6

Indemnification and Release

Section 6.01 Indemnification. TO THE EXTENT ALLOWED UNDER THE LAWS OF THE STATE OF TEXAS, THE GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, THE AUTHORITY AND THE ZONE, THEIR AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE “**INDEMNIFIED PERSONS**”) HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

(A) **THE GRANTEE AND/OR ITS AGENTS’, EMPLOYEES’, OFFICERS’, DIRECTORS’, CONTRACTORS’, OR SUBCONTRACTORS’ (COLLECTIVELY, “THE GRANTEE’S”) ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**

(B) **THE INDEMNIFIED PERSONS’ AND THE GRANTEE’S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER THE GRANTEE IS IMMUNE FROM LIABILITY OR NOT; and**

(C) **THE INDEMNIFIED PERSONS’ AND THE GRANTEE’S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER THE GRANTEE IS IMMUNE FROM LIABILITY OR NOT.**

Section 6.02 Release. THE GRANTEE SHALL RELEASE 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 CONCURRENT NEGLIGENCE AND/OR THE INDEMNIFIED PERSON'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, BUT NOT SUCH INDEMNIFIED PERSON'S SOLE NEGLIGENCE OR FROM ANY DAMAGE OR LOSS TO THE EXTENT RESULTING FROM THE GROSS NEGLIGENCE, RECKLESSNESS OR INTENTIONAL ACT OR OMISSION OF THE INDEMNIFIED PERSON.

TO THE EXTENT POSSIBLE, THE GRANTEE SHALL REQUIRE ALL CONTRACTORS ENGAGED BY IT TO CONSTRUCT THE PROJECT (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE INDEMNIFIED PERSONS TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE OF AND INDEMNITY TO THE INDEMNIFIED PERSONS HEREUNDER.

TO THE EXTENT POSSIBLE, THE GRANTEE SHALL ALSO REQUIRE THAT ALL GENERAL CONTRACTORS INDEMNIFY THE CITY, THE AUTHORITY, AND THE ZONE AND THEIR RESPECTIVE OFFICIALS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITIES ARISING OUT OF SUCH CONTRACTOR'S WORK AND ACTIVITY RELATED TO THE PROJECT.

ARTICLE 7

General

Section 7.01 Parties in Interest. This Agreement shall not bestow any rights upon any third-party, but rather shall bind and benefit the Zone, the Authority and the Grantee only.

Section 7.02 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

Section 7.03 Court Proceedings. Any suit, action or proceeding, which is permitted to be brought by a Party against any other Party arising out of or relating to this Agreement or any transaction contemplated hereby or any judgment entered by any court in respect thereof shall be brought in any federal or state court located in the City, and each Party hereby submits to the nonexclusive jurisdiction of such courts for the purpose of any such suit, action or proceeding. To the extent that service of process by mail is permitted by applicable laws, each Party irrevocably consents to the service of process in any such suit, action or proceeding in such courts by the mailing of such process by registered or certified mail, postage prepaid, at its address for notice provided for pursuant to this Agreement. Each Party irrevocably agrees not to assert any objection that it may ever have to the laying of venue of any such suit, action or proceeding in any federal or state court located in the City or any claim that any such suit, action

or proceeding brought in any such court has been brought in an inconvenient forum. Each Party agrees not to bring any action, suit or proceeding against the other Party arising out of or relating to this Agreement or any transaction contemplated hereby except in a federal or state court located in the City.

Section 7.04 No Personal Liability of Public Officials. To the extent permitted by law, no director, officer, employee or agent of the Zone or the Authority, and no officer, employee or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement.

Section 7.05 Disclosure of Interested Parties (Form 1295). Grantee will provide a completed and notarized Form 1295 generated by the Texas Ethics Commission's electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the Texas Ethics Commission, in connection with entry into this Agreement. Upon receipt of Grantee's Form 1295, the Authority agrees to acknowledge Grantee's Form 1295 through its electronic filing application. Grantee and the Authority understand and agree that, with the exception of information identifying the Authority and the contract identification number, the Authority is not responsible for the information contained in Grantee's Form 1295 and the Authority has not verified such information.

Section 7.06 Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic transmission confirmed by mailing written confirmation at substantially the same time as such electronic transmission, or personally delivered to an officer of the receiving party, at the following addresses:

Reinvestment Zone Number Two, City of Houston, Texas
Attn: Executive Director
410 Pierce Street, Suite 355
Houston, Texas 77002

Midtown Redevelopment Authority
Attn: Executive Director
410 Pierce Street, Suite 355
Houston, Texas 77002

C 60 Inc.
Attn: Board Chair
502 Avondale Street
Houston, Texas 77006

Each party may change its address by 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, any notice so sent by electronic transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by the Zone, the Authority or the Grantee, as the case may be.

Section 7.07 Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the Zone, the Authority and the Grantee. No course of dealing on the part of the Grantee, nor any failure or delay by the Grantee with respect to exercising any right, power or privilege of the Grantee under this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.

Section 7.08 Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement.

Section 7.09 Successors and Assigns. All covenants and agreements contained by or on behalf of the Authority and the Zone in this Agreement shall bind their successors and assigns and shall inure to the benefit of the Grantee and their successors and assigns. No party may assign its rights and obligations under this Agreement or any interest herein, without the prior written consent of the other parties.

Section 7.10 Exhibits and Schedules; Titles of Articles, Sections and Subsections. The exhibits and schedules attached to this Agreement are 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 exhibits or schedules 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 or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit or schedule shall be considered a reference to the applicable exhibit or schedule attached hereto unless otherwise stated.

Section 7.11 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.

Section 7.12 Suspension and Termination. The Grantee acknowledges and agrees that suspension or termination of this Agreement may occur if the Grantee fails to comply with any terms of this Agreement.

Section 7.13 Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

Section 7.14 Counterparts. This Agreement may be executed in counterparts (including by electronic signature, and including execution by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the Effective Date.

REINVESTMENT ZONE NUMBER TWO,
CITY OF HOUSTON, TEXAS

By: [Signature]
Name: AL Odum
Title: Board Chair

ATTEST:
By: [Signature]
Name: Michael Murphy
Title: Board Member, Asst. Sec.

MIDTOWN REDEVELOPMENT
AUTHORITY

By: [Signature]
Name: AL Odum
Title: Board Chair

ATTEST:
By: [Signature]
Name: Michael Murphy
Title: Board Member, Asst. Sec.

DRAFT

C 60 INC.

By:  6/17/2025
Name: RAYMOND L. VALDEZ
Title: BOARD PRESIDENT

ATTEST:

By: 
Name: Yaneth Martel-Gonzalez
Title: Project Manager

DRAFT

APPROVED BY CITY:

CHIEF ECONOMIC DEVELOPMENT OFFICER

Signed by:

DS
JC

By: Gwendolyn Tillotson-Bell

Name: Gwendolyn F. Tillotson - Bell

Title: Chief Economic Development Officer

Date: 8/20/25

DRAFT

Exhibit A

PROJECT SUMMARY AND BUDGET¹

[Attached]

DRAFT

¹ Notwithstanding any reference in this Exhibit to the contrary, the Authority's contribution to the Project shall not exceed the amount of the Grant as defined in this Agreement.

February 6, 2025

Mr. Marlon Marshall
Midtown TIRZ
410 Pierce Street, Suite 355
Houston, TX 77002



C60, Inc.
a 501(c)(3)
nonprofit organization

**PRESERVING A
NATIONAL TREASURE IN
THE HEART OF HOUSTON**

Dear Marlon,

On behalf of C60, Inc., I am writing to thank you for the funding commitment of \$500,000 from the Midtown TIRZ toward the Historic LULAC Council 60 Clubhouse urban park/cultural destination project.

I also want to update you on the status of the project. Since our initial application, the campaign has secured the funding needed for Phase I interior renovation of the Clubhouse. Approximately \$844,000 has been raised through a combination of public and private support including \$750,000 from FY2022 Community Project Funding. You will be pleased to know that this funding is actively being utilized as we begin preparations to launch Phase I construction.

To expedite the completion of the project, the C60, Inc. Board has decided to move the acquisition of the adjacent lot at 3001 Anita Street and associated permeable parking component to Phase III. We must postpone property acquisition until we can reach a successful agreement with the seller to include a formal Letter of Intent. Which we hope to attain at a later time.

As a result of this and value engineering, the project's Phase II budget has been reduced to \$1,146,842. Therefore, we respectfully request that the grant agreement drafted by Bracewell be amended to reflect this revised budget amount. Phase II now focuses on site improvements fully under our control. By deferring the acquisition, we can direct our resources toward completing Phases I and II to activate the historic site by Fall 2026. To reach the 100% funds raised threshold we plan to utilize the following sources.

Phase II 100% Funding:

- \$500,000 Midtown TIRZ
- \$303,000 Cash on Hand
- \$343,842 Bridge Loan and new Philanthropic Commitments

Additionally, we continue to approach philanthropic donors for support for remaining funds needed to fully equip the space and its toward its future programs. Among them, the Brown Foundation, Latinos in Heritage Conservation, the Institute of Museum and Library Services, the Summerlee Foundation, and others.

We appreciate the continued support of the Midtown TIRZ and look forward to working together to bring this important cultural and historic project to fruition. Please feel free to contact me if you have any questions or need additional information.

Sincerely,

Ray Valdez
Board Chair
C60, Inc.

Exhibit A council60clubhouse.com
The Historic LULAC Mollie Valdez, 503 Avondale Street, Houston, TX 77006
Phone: 206-650-1065

Phase I (Funded) The Clubhouse Renovations

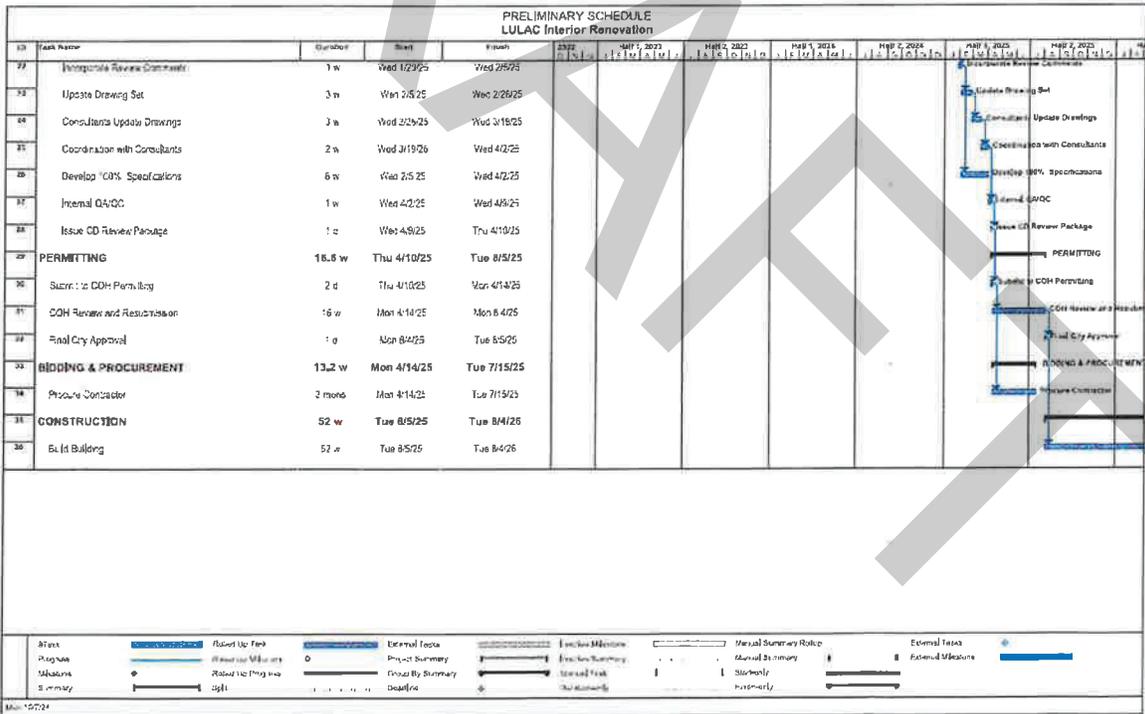
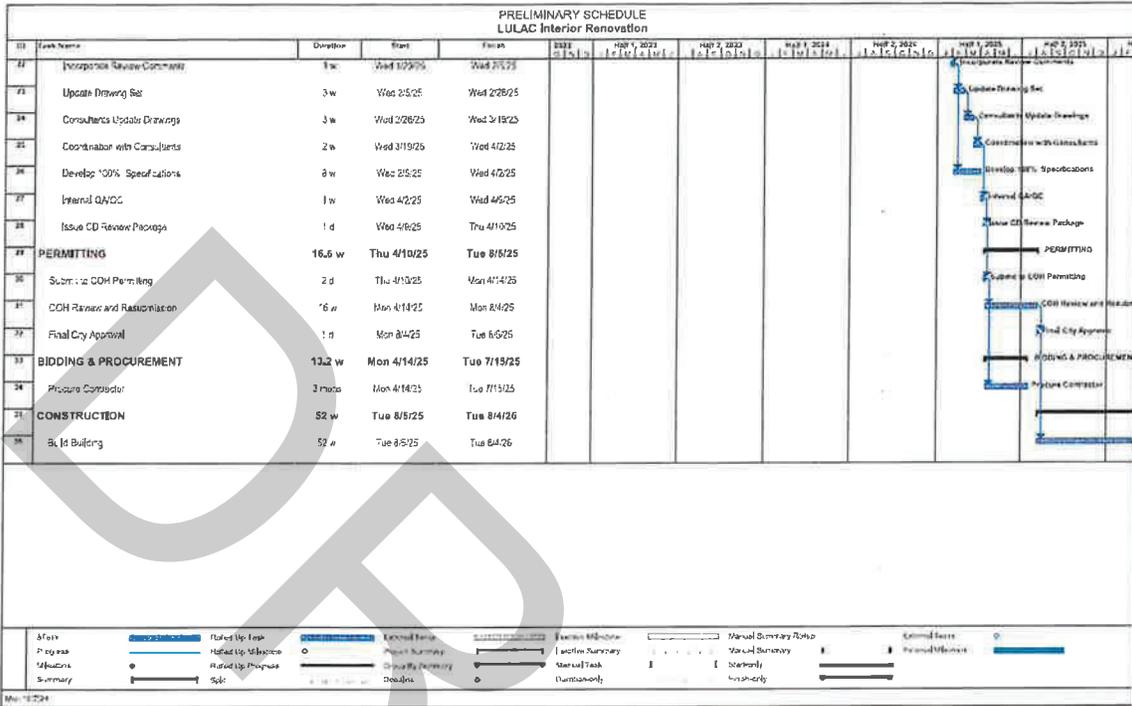
Phase I at a cost of \$844,352, will transform gutted spaces to create an expansive open floor plan including ample community spaces, museum quality display and storage for historic documents, memorabilia, and a café to nurture community engagement.

The second floor is dedicated to shared/flexible office spaces providing affordable venues for community partner gathering. A compact but efficient media studio will be dedicated to the creation of important community content.

Phase II: LA PLAZA
Total Cost: \$1,146,842

RDLR Architects
 Conceptual Budget Summary

La Plaza - Exterior Site Improvements	Cost
Division 1 - General Requirements	\$22,963
Division 2 - Existing Conditions	\$112,752
Division 4 - Masonry	\$134,040
Division 10 - Specialties	\$140,000
Division 26 - Electrical	\$70,110
Division 31 - Earthwork	\$43,110
Division 32 - Exterior Improvements	\$296,677
Division 33 - Utilities	\$85,000
Contingency 8%	\$78,665
Cost of Work Subtotal	\$983,316
Building Permit	by owner
Builders Risk & Gen. Liability	\$49,166
Payment & Performance Bond	\$39,333
Project Subtotal	\$1,071,815
Project Management Fee 7%	\$75,027
La Plaza Exterior Site Improvements	\$1,146,842



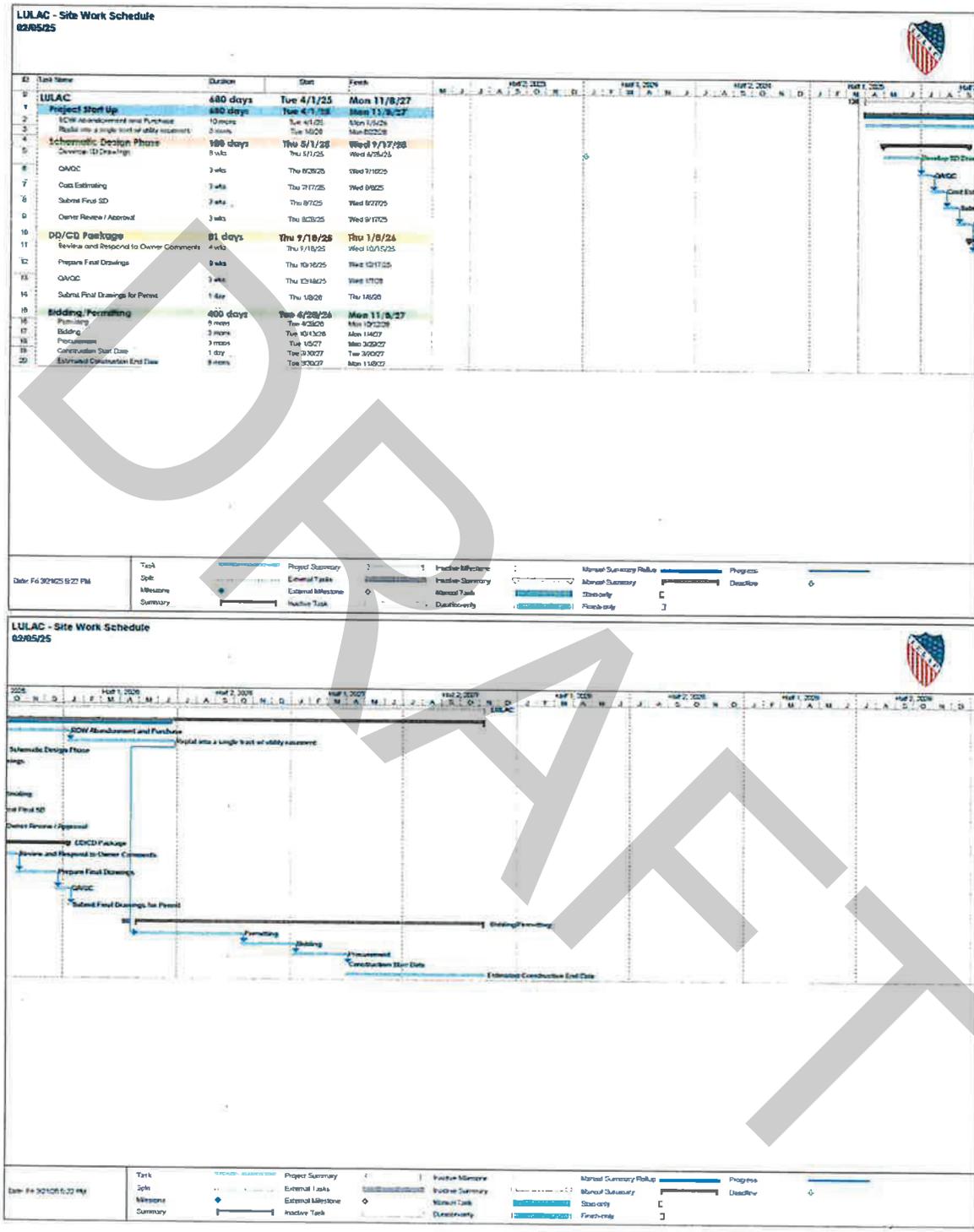


Exhibit B

GRANTEE CONFLICT OF INTEREST STATEMENT

[Attached]

DRAFT

**C 60 INC.
CONFLICT OF INTEREST STATEMENT**

The undersigned, Ray Valdez, the Board Chair of C 60 INC. in Houston, Texas (the "Grantee") executes this statement pursuant to Section 4.03 of the Grant Agreement among the Grantee, REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS (the "Zone"), and MIDTOWN REDEVELOPMENT AUTHORITY (the "Authority"), and Chapters 171 and 176, Texas Local Government Code, and hereby certifies as follows:

No member of the Authority's Board of Directors has a substantial interest in C 60 Inc. ("C 60") under Section 171.002, Texas Local Government Code.

If any member of the Authority's Board of Directors or any person appointing any member of the Authority's Board of Directors (in either case, a "Director") has an employment or other business relationship with the Grantee under Chapter 176, Texas Local Government Code, the Grantee shall provide a disclosure statement which includes:

The Director's business relationship with the Grantee, and gifts accepted by the Director or family member of the Director;

An acknowledgement from the Director that the disclosure applies to each family member of the Director, which covers a 12-month period; and

The signature of the Director acknowledging that the statement is made under oath under penalty of perjury.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this Conflict of Interest Statement to be executed on the ___ day of _____, 2025.

C 60 INC.

By: _____
Name: Ray Valdez
Title: Board Chair

September 1, 2023

Matt Thibodeaux
Executive Director
Midtown TIRZ
410 Pierce Street, Suite 355
Houston, TX 77002



C60, Inc.

a 501 (c)(3)
nonprofit organization

PRESERVING A
NATIONAL TREASURE IN
THE HEART OF HOUSTON

Dear Matt,

I am writing on behalf of the C60 Inc., a non-profit organization dedicated to preserving and revitalizing the Historic LULAC Council 60 Clubhouse located at 3004 Bagby Street in the Midtown TIRZ area. We are seeking financial support for Phase II of our ambitious two-phased Master Plan, which is designed to transform the Clubhouse into a vibrant multi-use cultural facility and the new headquarters for LULAC Council 60. This project will provide a central location for delivering cultural, educational, civic participation, and economic empowerment programs to the Latino and broader community in Houston.

Phase II, estimated to cost \$1,619,978 focuses on exterior site redevelopment to create a unique space for special events on an outdoor patio, and covered pavilion. An immersive walking tour will be developed to guide visitors through the building and site, illustrating its remarkable history. Inspiring public art will honor cultural heritage.

Furthermore, Anita Street streetscape enhancements will improve the pedestrian experience and create a more attractive and functional environment, including new curbs, sidewalks, street lighting, landscaping, and public art. Phase II also includes the purchase of adjacent land to further expand programming in future.

The completion of Phase II will not only double our available programming space but also serve as a catalyst for further economic development and community engagement in the Midtown area. The redeveloped Clubhouse will offer educational programs aimed at improving the economic conditions, educational attainment, civic engagement, housing, health, and civil rights of Houston's Latino community.

At this time, C60 Inc. has made significant progress toward its restoration goals, including securing protected status by the City of Houston Planning Department and a prestigious National Treasure designation. Additionally, the Board has secured funding for Phase I, and architectural, educational, and historic professional services to ensure the highest quality project.

We believe this project aligns with the Midtown TIRZ's mission of promoting economic growth and enhancing the quality of life for the residents of Midtown Houston.

We respectfully request a grant of \$1,500,000 to fund Phase II of the Clubhouse restoration project. Your support will play a crucial role in preserving the legacy of the Historic LULAC Council 60 Clubhouse, honoring its rich history, and inspiring a new generation of civic service.

Enclosed is a detailed project description. We appreciate your consideration and would be happy meet to discuss answer any questions you may have. We look forward to the possibility of partnering with the Midtown TIRZ to restore the Historic LULAC Council 60 Clubhouse and create a lasting impact on the community. Thank you for your consideration of this request.

Sincerely,

Ray Valdez
Board Chair

1. Please describe the location of the project to be funded by the grant investment.

The historic LULAC Council 60 Clubhouse, a historic two-story, 1,837 sf single-family stucco clad structure, is located at 3004 Bagby Street, Houston, Texas 77006, at the corner of Bagby Street and Anita Street, in the heart of Midtown Houston.

Site Description:

Lot 3 and 4, Fairgrounds Subdivision, City of Houston, Harris County, Texas. Lot size: 2,700sq.ft.

2. Please explain how the grant investment would assist the applicant in attaining a key element of its master plan that supports its mission.

The Historic LULAC Council 60 Clubhouse (the Clubhouse) Capital Campaign is a \$5 million Historic Revitalization project of immense cultural significance that will preserve and transform a designated “National Treasure” into a historic and cultural hub over two phases. In Houston, there are only two places deemed National Treasures by the National Trust for Historic Preservation, the LULAC C60 Clubhouse, and the Astrodome.

The building once served as the national headquarters of the League of United Latin American Citizens (LULAC) in the 1950s and '60s, playing a vital role in Mexican American civil rights advocacy. Over time the building fell into disrepair, threatening its existence and the preservation of its rich legacy. Countless functions, discussions, and coordination of political and civic import for the Latino community and others, happened in this building including the creation of many nationally important housing (HUD, educational (Head Start) and employment programs (SER-Jobs). The Historic LULAC Council 60 also had a historic fateful visit by President John F. Kennedy to Houston the day before he was assassinated.

Unfortunately, within the last decade, the Clubhouse has suffered deterioration and has ceased to host LULAC meetings. LULAC members were forced to gut the building after Hurricane Harvey to save it from demolition. Today, the modest two-story 1,837 sf structure first built in 1907 sits largely overlooked, unknown, and in need of repair. Its legacy is at risk.

Under the guidance of C60 Inc., a Latino-led 501c3 organization founded by LULAC Council 60, the project aims to transform this once-dilapidated former LULAC national headquarters into a dynamic Cultural Hub and Urban Park.

Master Plan

The Master Plan was developed in collaboration with the National Trust for Historic Preservation, RLDR Architects, the C60 Board and educational consultants and calls for an extensive rehabilitation of the 1907 building to create a new multi-use cultural and community hub and urban park dedicated to preserving Latino history and activating a new generation of civic service.

The restored Clubhouse will feature new community amenities and serve as the new headquarters for LULAC Council 60 while also providing a central location for delivery of educational, civic, and economic empowerment programs in collaboration with community partners.

New Community Amenities

First Floor: Community Meeting Spaces, Museum-quality Exhibit, and Café

Second Floor: Nonprofit Office Space; Media Studio for Community Content Production

The Plaza/Park: Versatile Venue for Events and Activities; Covered Plaza, Stage, Walkways, Seating and Lawn

Parking: Acquisition of Adjacent Property for permeable parking

Phase I (Funded) The Clubhouse Renovations

Phase I, at a cost of \$844,352, will transform gutted spaces to create an expansive open floor plan including ample community spaces, museum quality display and storage for historic documents, memorabilia, and a café to nurture community engagement.

The second floor is dedicated to shared/flexible office spaces providing affordable venues for community partner gathering. A compact but efficient media studio will be dedicated to the creation of important community content.

Phase II (Campaign Underway) Exterior Plaza and Urban Park

Phase II of the redevelopment, costing \$1,619,978 will transform the exterior site into a dynamic outdoor gathering space that doubles the available programming space and encourages social and civic interaction. The centerpiece of the exterior site redevelopment will be a large, covered fully paved plaza for events and activities, complemented by the purchase of an adjacent property for additional programming opportunities in the future.

Phase II Improvements

Site Grading and Earthwork

- Leveling and preparing the site for construction
- Excavation and filling as needed

Utility Demolition and Installation

- Removal and replacement of existing utilities on Anita Street
- Installation of new water lines, meters, and backflow preventers
- Sanitary sewer system installation
- Storm drainage system installation

Electrical and Lighting Systems

- Site electrical work, including lighting and power distribution
- Installation or upgrading of energy-efficient and visually appealing lighting systems

Outdoor Plaza and Gathering Space

- Creation of a large, covered, fully paved plaza for events and activities
- Acquisition of an adjacent property for additional programming opportunities in the future

Canopies and Art Installations

- Installation of canopies for shade and shelter during outdoor gatherings and events
- Commissioning or installation of a sculpture reflecting the spirit and values of the Clubhouse and its community

Anita Street Streetscape Enhancements

- Improvement of the pedestrian experience with new curbs, 4-inch sidewalks, street lighting, and landscaping
- Creation of a more attractive and functional environment for visitors and the community

Stone Clad Timeline Wall

- Construction of a masonry wall with a stone finish displaying a timeline of significant events in the history of the Clubhouse and LULAC Council 60

Landscaping

- Landscaping, including green spaces, plants, and trees
- Installation of fences and gates for safety and security

Community Challenge:

Latino history, culture, and achievements are underrepresented at an alarming 9% inclusion rate among cultural institutions.

Community Impact

The scope of work for Phase II of the LULAC Council 60 Clubhouse project, for which we seek funding will enhance the usability and aesthetic appeal of the site while preserving its historic character. The improvements will provide a safe and welcoming environment for visitors and enhance the Clubhouse's role as a community and civic engagement hub within the heart of the Midtown District.

The restored LULAC Chapter 60 Clubhouse is projected to welcome nearly 20,000 visitors in its first year, including many residents from the Midtown area, which has a significant Latino population and is home to historic Latino communities.

Benefits:

- Preservation of an historic landmark and its legacy
- Restoration of a blighted structure in the neighborhood
- Creation of a dynamic new multi-use community hub
- Enhancement of the neighborhood's streetscape through landscaping and curb improvements
- Creation of a vibrant outdoor green space in a dense urban area
- Provision of a central meeting place for LULAC Chapter 60
- Acquisition of adjacent property for additional future programming space
- Increased property values and economic development in the neighborhood
- Increased foot traffic and patronage to businesses in the Midtown area
- Job creation during and after construction the project

The Clubhouse's central location will provide easy access for various nonprofit organizations, serving as a convenient meeting place for community leaders to collaborate, network, and work towards common goals. This added benefit will strengthen community ties and contribute to a vibrant and engaged civil society.

Community Program Partners

LULAC Council 60
Arte Publico Press
Mister McKinney's Historic Houston
Latinos in Heritage Conservation
David G. Barnett Elementary School

Heritage Society
UH, Downtown, Associate Professor Dr.
Gene Preuss Talking Texas History Podcast
City of Houston MOCA

3. Please provide an expected budget for the project, demonstrating that at least 80% of the grant investment will be expended on capital projects or to eliminate debt that has financed a capital project.

ARCHITECTURAL/ENGINEERING	\$75,000
CONSTRUCTION HARD COSTS	\$844,352
EXTERIOR PLAZA, PUBLIC ART	\$1,144,978
PRESERVATION/ HISTORICAL EXHIBIT <i>(Preliminary Estimate)</i>	\$399,119
FURNITURE, FIXTURES, EQUIPMENT	\$150,000
SOFT COSTS <i>(Legal, Accounting, Historical and Campaign Counsel)</i>	\$100,000
LAND COSTS <i>(3001 Anita Street)</i>	\$475,000
PERMEABLE PARKING <i>(3001 Anita Street)</i>	\$321,551
RAMP-UP OPERATING RESERVE FUND	\$1,490,000
TOTAL BUDGET	\$5,000,000

4. Please provide a description of what purpose the grant will serve (ex. increase the visitation and attendance of the institution, fund capital improvements, enhance Midtown's cultural district).

We are seeking \$1.5 million in funding to accelerate the development of the Plaza and toward land acquisition, key capital improvements that will catalyze these ambitious plans.

By investing in the Clubhouse Master Plan, the Midtown Redevelopment Authority will contribute to preserving a national treasure while simultaneously transforming it into a dynamic cultural hub and urban park. This multifaceted initiative enriches the area's cultural identity, fosters community engagement, and provides versatile spaces for events, arts, and continued community and civil rights advocacy. The creation of urban green spaces and infrastructure further align with Midtown's objectives for sustainable growth, economic vitality, and inclusive community building. We hope you will join us on this mission.

5. Please provide a timeline of the project for which the grant investment will be used in order to demonstrate that the grant investment will be structured over a period equivalent to the project.

DESIGN AND PERMITTING	4 Months
SITE PREP, INFRASTRUCTURE	2 Months
CONSTRUCTION	8-10 Months
OPEN TO PUBLIC	

6. Will the grant investment be matched by an individual(s) or institution(s)? If so, please provide information regarding this match, including the name of the individual(s) or institution(s) providing the matched funds and any match limitations.

Currently, the project does not have a matching grant but is leveraging \$1.6 million in public and private investments including FY 2023 Community Project Funding from the U.S. Congress, and funding from Houston Endowment.

7. If the applicant has received other grants, please provide copies of the grant award documents for such grants.

FY 2023 Community Project Funding	\$ 750,000
American Express/National Trust for Historic Preservation	\$ 140,000
Comcast	\$ 22,250
Texas Historic Commission	\$ 30,000
Golf Tournament	\$ 20,000
Go Fund Me	\$ 18,275
Individuals	\$ 11,975
LULAC Council 60 Membership Gifts	\$ 7,238
Houston Endowment (<i>Operational Support</i>)	\$ 600,000
TOTAL	\$1,599,738

Ray Valdez (206) 650-1065

Board President C 60, Inc.

Historic LULAC Council 60 Clubhouse

LULAC - Clubhouse Building Renovation - Cost Estimate ⁶⁰

RDLR Architects

Conceptual Budget summary		
Client:	LULAC Council 60 - Clubhouse	
Project Location:	3004 Bagby St.	
Gross Square Feet:	1,837	
Gross Site Area:	12,219	
Clubhouse- Building Renovation/Construction	Cost	Cost Per Remodel Sq. Ft.
Division 1 - General Requirements	\$22,963	12.50
Division 2 - Existing Conditions	\$106,260	57.84
Division 7 - Thermal, and Moisture Protection	\$134,040	72.97
Division 9 - Finishes	\$77,925	42.42
Division 10 - Specialties	\$170,800	92.98
Division 22 - Plumbing	\$13,685	7.45
Division 23 - Heating, Ventilating & Air Conditioning	\$45,925	25.00
Division 26 - Electrical	\$70,110	38.17
General Conditions	\$0	0.00
Contingency 8%	\$67,548	36.77
Cost of Work Subtotal	\$709,256	386.09
Building Permit		0.00
Builders Risk & Gen. Liability	\$42,218	22.98
Payment & Performance Bond	\$33,774	18.39
Project Subtotal	\$785,247	427.46
Project Management Fee 7%	\$59,105	32.17
Building Renovation Total	\$844,352	459.64

La Plaza - Exterior Site Improvements	Cost	Cost Per Remodel Sq. Ft.
Division 1 - General Requirements	\$22,963	12.50
Division 2 - Existing Conditions	\$112,752	61.38
Division 4 - Masonry	\$134,040	72.97
Division 10 - Specialties	\$140,000	76.21
Division 26 - Electrical	\$70,110	38.17
Division 31 - Earthwork	\$43,110	
Division 32 - Exterior Improvements	\$296,677	
Division 33 - Utilities	\$85,000	
Contingency 8%	\$78,665	42.82
Cost of Work Subtotal	\$983,316	535.28
Building Permit	by owner	0.00
Builders Risk & Gen. Liability	\$49,166	26.76
Payment & Performance Bond	\$39,333	21.41
Project Subtotal	\$1,071,815	583.46
Project Management Fee 7%	\$75,027	40.84
Escalation 7%	68,832.12	
La Plaza Exterior Site Improvements	\$1,146,842	624.30

Tota Building and Plaza

\$1,215,674



May 7, 2024

Matt Thibodeaux
Executive Director
Midtown District
410 Pierce Street, Suite 355
Houston, TX 77002

Dear Matt and Members of the Board of Directors,

I am writing to you on behalf of C 60 Inc., a nonprofit dedicated to restoring the historic LULAC Council 60 Clubhouse while preserving the history of the Latino Civil Rights movement, to extend my wholehearted support of Midtown District Funding.

While the Clubhouse is a modest building at 3004 Bagby Street, it is a representation of the struggles and victories of the Latino community of Houston. Not only has the Clubhouse been an epicenter of Latino civil rights advocacy since the 1950s, it is also a designated "National Trust" by the National Trust for Historic Preservation. Continuing to the present day, the League of United Latin American Citizens (LULAC) has been a pivotal champion of issues critical to the Latino community nationally and a galvanizing force for political and social advancement here in Houston.

Unfortunately, the Clubhouse has deteriorated in the past decade, including significant damage sustained during Hurricane Harvey. But with your help, the Clubhouse can be restored as an essential hub of civic engagement as well as a national historic landmark. As I understand from the Master Plan developed in collaboration with the National Trust for Historic Preservation, RLDR Architects, and educational consultants, this renovation will include extensive exterior and interior repairs to develop an open space plan for community gatherings including museum-quality display of historical archives.

Funding requested will create an outdoor Plaza for cultural and community events and develop the surrounding site into an urban park with lush landscaping, bike rental and other amenities. The project will remove blight and create a cultural hub and greenspace in alignment with the community development goals of the Midtown District which is also a designated Cultural Arts District. These spaces will serve as an homage to the Clubhouse's rich historical tradition of political organizing, a cultural attraction and generator of economic activity and a convivial meeting place for the community.

I urge you to award funding in support of this historic restoration and renewal of civic engagement for generations to come.

Rodney Ellis

A handwritten signature in black ink that reads "Rodney Ellis". The signature is fluid and cursive.

Harris County Commissioner Precinct One



Houston City Council Member, District C

May 13, 2024

Matt Thibodeaux
Executive Director, Midtown District
410 Pierce Street, Suite 355
Houston, TX 77002

Re: LULAC Council 60 Funding Request

Dear Director Thibodeaux,

Please allow this letter to serve as my respectful request for support for Midtown District Funding on behalf of *C 60 Inc.*, a nonprofit for the restoration of our historic LULAC Council 60 Clubhouse (the Clubhouse). As the Council Member for District C, which is proudly home to the Clubhouse, I can attest not only to the historical significance of this cherished landmark, but the importance of the historical preservation effort that will protect the legacy and history of the Latino Civil Rights movement for future generations.

While the Clubhouse is a modest building located at 3004 Bagby Street, it is a representation of the struggles and victories of Houston's Latinx community. Not only has the Clubhouse been an epicenter of Latino civil rights advocacy since the 1950s, it is recognized as a National Historic Landmark and designated "National Trust" by the National Trust for Historic Preservation. Continuing to the present day, the League of United Latin American Citizens (LULAC) has been a pivotal champion of issues critical to the community nationally and a galvanizing force for political and social advancement here in Houston. Unfortunately, over the past decade the Clubhouse has deteriorated, including significant damage sustained during Hurricane Harvey.

These funds will go a long way to enabling the restoration of the Clubhouse as an essential hub of civic engagement. Under the Master Plan that was developed in collaboration with the National Trust for Historic Preservation, RLDR Architects, and educational consultants, the renovation will include extensive exterior and interior repairs to develop an open space plan for community gatherings as well as museum-quality displays of historical archives.

This funding support will create an outdoor Plaza for cultural and community events and develop the surrounding site into an urban park with lush landscaping, bike rental, and other amenities. Overall, the project will remove blight and create a cultural hub and greenspace in alignment with the community development goals of the Midtown District which is also a designated Cultural Arts District. These spaces will serve as a tribute to the Clubhouse's rich historical tradition of political organizing, a cultural attraction and generator of economic activity and a convivial meeting place for the community.

I appreciate your time and careful consideration of this request. Thank you for your past partnership and all the Midtown District continues to do for our city and our communities.

Most respectfully,

Abbie Kamin
Houston City Council Member, District C



CITY OF HOUSTON

Office of Council Member Joaquin Martinez, District I

May 16, 2024

Matt Thibodeaux
Executive Director
Midtown District
410 Pierce Street, Suite 355
Houston, TX 77002

Dear Mr. Thibodeaux and Members of the Board of Directors,

I am writing to you on behalf of C 60 Inc., a nonprofit dedicated to restoring the historic League of United Latin American Citizens (LULAC) Council 60 Clubhouse while preserving the history of the Latino Civil Rights movement, to extend my wholehearted support of Midtown District Funding.

While the Clubhouse is a modest building at 3004 Bagby Street, it is a representation of the struggles and victories of the Latino community of Houston. Not only has the Clubhouse been an epicenter of Latino civil rights advocacy since the 1950s, it is also a designated "National Trust" by the National Trust for Historic Preservation. Continuing to the present day, LULAC has been a pivotal champion of issues critical to the Latino community nationally and a galvanizing force for political and social advancement here in Houston.

Unfortunately, the Clubhouse has deteriorated in the past decade, including significant damage sustained during Hurricane Harvey. But with your help, the Clubhouse can be restored as an essential hub of civic engagement as well as a national historic landmark. As I understand from the Master Plan developed in collaboration with the National Trust for Historic Preservation, RLDR Architects, and educational consultants, this renovation will include extensive exterior and interior repairs to develop an open space plan for community gatherings including museum-quality display of historical archives.

Funding requested will create an outdoor Plaza for cultural and community events and develop the surrounding site into an urban park with lush landscaping, bike rental and other amenities. The project will remove blight and create a cultural hub and greenspace in alignment with the community development goals of the Midtown District which is also a designated Cultural Arts District. These spaces will serve as an homage to the Clubhouse's rich historical tradition of political organizing, a cultural attraction and generator of economic activity and a convivial meeting place for the community.

I urge you to award funding in the amount of \$1,000,000 in support of this historic restoration and renewal of civic engagement for generations to come.

Sincerely,

A handwritten signature in black ink, appearing to read "Joaquin Martinez".

Joaquin Martinez
Houston Council Member
District I



JULIAN RAMIREZ
Houston City Council Member, At-Large 1

May 14, 2024

Matt Thibodeaux
Executive Director
Midtown District
410 Pierce Street, Suite 355
Houston, TX 77002

Dear Mr. Thibodeaux,

As the Houston Council Member for At-Large Position 1, I am writing to express my support for funding for C60 Inc., a nonprofit dedicated to restoring the historic LULAC Council 60 Clubhouse.

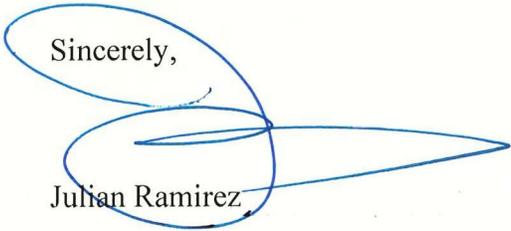
While the Clubhouse is a modest building at 3004 Bagby Street, it is a representation of the struggles and victories of the Latino community of Houston. Not only has the Clubhouse been an epicenter of Latino civil rights advocacy since the 1950s, it is also a designated "National Trust" by the National Trust for Historic Preservation. Continuing to the present day, the League of United Latin American Citizens (LULAC) has been a pivotal champion of issues critical to the Latino community nationally and locally.

Unfortunately, the Clubhouse has deteriorated in the past decade, including significant damage sustained during Harvey. With your help, the Clubhouse can be restored as an essential hub of civic engagement as well as a national historic landmark. As I understand from the Master Plan developed in collaboration with the National Trust for Historic Preservation, this renovation will include extensive exterior and interior repairs to develop an open space plan for community gatherings including museum-quality display of historical archives.

The project will create a cultural hub and greenspace in alignment with the community development goals of the Midtown District which is also a designated Cultural Arts District. These spaces will serve as an homage to the Clubhouse's rich historical tradition of a meeting place for the community.

I urge you to award funding in support of this historic restoration and renewal of civic engagement for generations to come. Thank you for allowing me to express my support for funding for the Clubhouse.

Sincerely,



Julian Ramirez



MARIO CASTILLO
Houston City Council Member, District H

May 2nd, 2024

Matt Thibodeaux
Executive Director
Midtown District
410 Pierce Street, Suite 355
Houston, TX 77002

Dear Executive Director Thibodeaux,

I am writing to you on behalf of C 60 Inc., a nonprofit dedicated to restoring the historic LULAC Council 60 Clubhouse while preserving the history of the Latino Civil Rights movement, to extend my wholehearted support of Midtown District Funding.

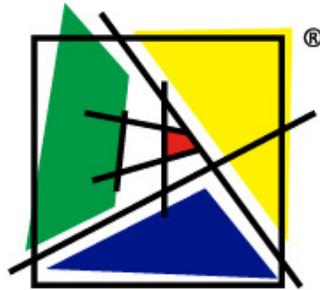
While the Clubhouse is a modest building at 3004 Bagby Street, it is a representation of the struggles and victories of the Latino community of Houston. Not only has the Clubhouse been an epicenter of Latino civil rights advocacy since the 1950s, it is also a designated "National Trust" by the National Trust for Historic Preservation. Continuing to the present day, the League of United Latin American Citizens (LULAC) has been a pivotal champion of issues critical to the Latino community nationally and a galvanizing force for political and social advancement here in Houston.

Unfortunately, the Clubhouse has deteriorated in the past decade, including significant damage sustained during Hurricane Harvey. But with your help, the Clubhouse can be restored as an essential hub of civic engagement as well as a national historic landmark. As I understand from the Master Plan developed in collaboration with the National Trust for Historic Preservation, RLDR Architects, and educational consultants, this renovation will include extensive exterior and interior repairs to develop an open space plan for community gatherings including museum-quality display of historical archives.

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I urge you to award funding in support of this historic restoration and renewal of civic engagement for generations to come.





midtown
H O U S T O N

6.

**BUFFALO SOLDIERS
NATIONAL MUSEUM
HERITAGE CENTER
CULTURAL
FFACILITIES GRANT
AGREEMENT**

AGENDA ITEM	Funding to Buffalo Soldiers National Museum & Heritage Center pursuant to Cultural Facilities Grant Agreement approved by Board in 2025
REQUEST	Authorize the initial funding of grant proceeds in the amount of \$210,000 to Buffalo Soldiers National Museum & Heritage Center for repairs and renovations of the museum facility to expand and improve exhibition and programming spaces.
ITEM HISTORY	<p>August 2024: Midtown Redevelopment Authority Board authorizes award of Cultural Facilities Grant to Buffalo Soldiers National Museum & Heritage Center in amount of \$500,000.</p> <p>March 2025: MRA Board approves Cultural Facilities Grant Agreement with Buffalo Soldiers National Museum & Heritage Center in amount of \$500,000.</p>
DESCRIPTION	<p>Authority Staff is requesting authorization of \$210,000.00 of the budget allocated for T-0232 – Public and Cultural Facilities to fund the initial grant disbursement request to Buffalo Soldiers National Museum & Heritage Center (BSNM). In accordance with the grant agreement, the Initial Disbursement of \$210,000, reflects the \$250,000 allocation less the \$15,000 Authority reimbursement amount and 10% retainage.</p> <p>The grant supports repairs and renovations of the museum facility to expand and improve exhibition and programming spaces and accommodate both a wider range of programs and increased number of visitors. This includes flexible teaching space to accommodate a greater number of student visits, and performance space which will benefit not just BSNM, but community partners who collaborate with BSNM.</p> <p>The Authority established a Chapter 380 Economic Development Program to enhance, encourage, and promote cultural facilities within the designated Cultural and Tourism District designated by Midtown TIRZ 2. The Cultural District contains many existing cultural facilities, including museums, theaters, and other arts and entertainment venues that attract residents and visitors to the Zone and enhance other commercial enterprises in the Zone and in the City. The Cultural District is intended to enhance and ensure the continued vitality of the existing cultural facilities, as well as promote the creation and sustainability of new cultural facilities that would add to the economic impact of the cultural facilities within the Cultural District.</p> <p>The Economic Development Program includes making grants and loans from the tax increment fund for public infrastructure improvements, parking facilities, and the establishment or promotion of public or private facilities that demonstrate public benefit and enhance the economic development of the Zone through increased business, commerce, and tourism.</p>
CONTACTS	MRA: Marlon Marshall, Sr. Director, Engineering and Strategic Development



December 22, 2025
Mr. Marlon Marshall
Midtown Redevelopment Authority
Reinvestment Zone Number Two
410 Pierce Street, Suite 355
Houston, TX 77002

Re: Cultural Facilities 380 Program Grant – Initial Disbursement Request

Dear Marlon,

On behalf of the Board of the Center for African American Military History dba Buffalo Soldiers National Museum, thank you for the Midtown Redevelopment Authority’s \$500,000 Cultural Grant award. We are deeply grateful for this investment and respectfully request the initial disbursement of funds. Your support helps drive economic development, job creation, and tourism in Midtown.

Buffalo Soldiers National Museum has secured the following capital support toward our \$5.2 M construction budget:

Sources of Support

Capital Campaign Gifts	\$ 5,400,000
Midtown TIRZ	\$ 500,000
Total	\$ 5,900,000

In accordance with the grant agreement, we respectfully request release of the Initial FY2025 Disbursement of \$210,000, representing the \$250,000 allocation, less the \$15,000 Authority reimbursement, and 10% retainage.

As we approach our 25th anniversary in 2026, this partnership is helping ensure the Museum reopens stronger than ever—welcoming residents, students, veterans, and visitors with upgraded facilities and an enhanced visitor experience.

We are proud to partner with the Midtown Redevelopment Authority to preserve and share the legacy of Black military service and its enduring impact on our nation and our city.

Ready and Forward,

Desmond Bertrand-Pitts

Desmond Bertrand-Pitts,
CEO
Buffalo Soldiers National Museum

Desmond Bertrand-Pitts, MBA, M.Ed.
Chief Executive Officer

BOARD OF TRUSTEES

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Lauren Bankston, ERIS

GRANT AGREEMENT

By and Between

REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS

And

MIDTOWN REDEVELOPMENT AUTHORITY

And

BUFFALO SOLDIERS NATIONAL MUSEUM & HERITAGE CENTER

TABLE OF CONTENTS

ARTICLE 1

Representations

Section 1.01	Representation of the Authority	2
Section 1.02	Representation of the Zone	3
Section 1.03	Representations of the Grantee	3

ARTICLE 2

Project and Cultural Facility

Section 2.01	The Project	4
Section 2.02	Purpose of the Cultural Facility	4

ARTICLE 3

Grant Amount and Project Funding

Section 3.01	Grant	4
Section 3.02	Funding for the Project	4
Section 3.03	Use of Funding.....	5
Section 3.04	Supplemental Grants.....	5

ARTICLE 4

Grantee Covenants

Section 4.01	Use of the Museum	5
Section 4.02	Use of the Grant Proceeds.....	5
Section 4.03	Conflicts of Interest Disclosure	5
Section 4.04	Recognition of the Authority	6
Section 4.05	Inspections; Audits.....	6
Section 4.06	Authority and Zone Relieved From Responsibility	6

ARTICLE 5

Default

Section 5.01	Events of Default	6
Section 5.02	Remedies.....	7

ARTICLE 6

Indemnification and Release

Section 6.01	Indemnification	8
Section 6.02	Release	8

ARTICLE 7

General

Section 7.01	Parties in Interest	9
Section 7.02	Governing Law	9
Section 7.03	Court Proceedings	9
Section 7.04	No Personal Liability of Public Officials.....	9
Section 7.05	Disclosure of Interested Parties (Form 1295)	9
Section 7.06	Notices	10
Section 7.07	Amendments and Waivers	10
Section 7.08	Invalidity	10
Section 7.09	Successors and Assigns.....	10
Section 7.10	Exhibits and Schedules; Titles of Articles, Sections and Subsections.....	10
Section 7.11	Entire Agreement	11
Section 7.12	Suspension and Termination.....	11
Section 7.13	Singular and Plural.....	11
Section 7.14	Counterparts.....	11
Exhibit A	Project Summary and Budget.....	A-1
Exhibit B	Grantee Conflict of Interest Statement.....	B-1

GRANT AGREEMENT

This Grant Agreement (this “**Agreement**”), dated as of the date it is countersigned by the City (the “**Effective Date**”), is made by and among REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS (the “**Zone**”), a tax increment reinvestment zone created by the City of Houston, Texas (the “**City**”), in accordance with Chapter 311, Texas Tax Code; the MIDTOWN REDEVELOPMENT AUTHORITY (the “**Authority**”), a public nonprofit local government corporation created and organized under the provisions of Chapter 431, Texas Transportation Code; and BUFFALO SOLDIERS NATIONAL MUSEUM & HERITAGE CENTER (the “**Grantee**”), a Texas nonprofit corporation.

RECITALS

WHEREAS, by Ordinance No. 94-1345, passed and adopted by the City Council of the City (“**City Council**”) on December 14, 1994, the City created the Zone pursuant to Chapter 311, Texas Tax Code, as amended (the “**Act**”); and

WHEREAS, by Resolution No. 95-96, adopted on June 28, 1995, the City authorized the creation of the Authority to aid, assist and act on behalf of the City in the performance of the City’s governmental and proprietary functions with respect to the common good and general welfare of the Zone and neighboring areas; and

WHEREAS, the Board of Directors of the Zone (the “**Zone Board**”) adopted and the City approved, by City Ordinance No. 97-600, passed and adopted by City Council on May 28, 1997, the project plan and reinvestment zone financing plan for the Zone (the “**Original Plan**”); and

WHEREAS, the Zone Board adopted and the City approved, by Ordinance No. 1997-1338, passed and adopted on October 22, 1997, a First Amendment to the Original Plan (the “**First Amendment**”); the Zone Board adopted and the City approved, by Ordinance No. 1999-850, passed and adopted on August 11, 1999, a Second Amendment to the Original Plan (the “**Second Amendment**”); the Zone Board adopted and the City approved, by Ordinance No. 2009-1395, passed and adopted on December 29, 2009, a Third Amendment to the Original Plan (the “**Third Amendment**”); the Zone Board adopted and the City approved, by Ordinance No. 2011-534, passed and adopted on June 22, 2011, a Fourth Amendment to the Original Plan (the “**Fourth Amendment**”); the Zone Board adopted and the City approved, by Ordinance No. 2013-638, passed and adopted on July 10, 2013, a Fifth Amendment to the Original Plan (the “**Fifth Amendment**”); the Zone Board adopted and the City approved, by Ordinance No. 2015-1001, passed and adopted on October 14, 2015, a Sixth Amendment to the Original Plan (the “**Sixth Amendment**”); and the Zone Board adopted and the City approved, by Ordinance No. 2020-1102, passed and adopted on December 16, 2020, a Seventh Amendment to the Original Plan (the “**Seventh Amendment**,” and together with the Original Plan and the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment, the “**Project Plan**”); and

WHEREAS, the Project Plan authorizes the Zone to fund economic development programs (“**380 Programs**”) to induce private development paired with public investment to (i)

support appropriate operation and maintenance of public infrastructure and facilities, including parks and recreational facilities; (ii) develop and diversify the economy of the Zone and (iii) develop or expand transportation, business and commercial activity in the Zone, pursuant to Chapter 380 of the Texas Local Government Code and Chapter 311 of the Texas Tax Code; and

WHEREAS, the Third Amendment designated a Cultural and Tourism District within the Zone (the “**Cultural District**”) which contains current and proposed cultural facilities, including museums, theaters, and other arts and entertainment venues that attract residents and visitors to the Zone and enhance other commercial enterprises in the Zone and in the City (the “**Cultural Facilities**”); and

WHEREAS, in conjunction with the Third Amendment, the City approved, by City Ordinance No. 2009-1397, passed and adopted by the City Council on December 29, 2009, the establishment of one of the Zone’s 380 Programs (the “**Cultural Facilities 380 Program**”), to enhance, encourage and promote Cultural Facilities within the Cultural District; and

WHEREAS, the Seventh Amendment incorporates and restates and affirms the goals and objectives included in the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment, including the Cultural Facilities 380 Program; and

WHEREAS, the Buffalo Soldiers National Museum (the “**Museum**”) is a Cultural Facility located within the Cultural District within the Zone and is planning an enhancement project that is anticipated to be completed by February 28, 2026 (the “**Completion Date**”); and

WHEREAS, the Zone, the Authority and the Grantee desire to enter into this Grant Agreement to build and sustain the Museum through a Cultural Facilities 380 Program grant for establishment or promotion of public or private facilities that demonstrate public benefit and enhance the economic development of the Zone through increased business, commerce and tourism under the Project Plan; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements and benefits to the City, the Zone, the Authority and the Grantee, it is hereby agreed as follows:

ARTICLE 1

Representations

Section 1.01 Representation of the Authority. The Authority hereby represents to the Grantee that as of the date hereof:

(A) The Authority is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

(B) The Authority has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, will not violate any applicable judgment, order, law or regulation, and (ii) do not

constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Authority under any agreement or instrument to which the Authority is a party or by which the Authority or its assets may be bound or affected.

(C) This Agreement has been duly authorized, executed and delivered by the Authority and constitutes a legal, valid and binding obligation of the Authority, enforceable in accordance with its terms.

(D) The execution, delivery and performance of this Agreement by the Authority does not require the consent or approval of any person which has not been obtained.

Section 1.02 Representation of the Zone. The Zone hereby represents to the Grantee that as of the date hereof:

(A) The Zone is duly authorized, created and existing under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

(B) The Zone has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, will not violate any applicable judgment, order, law or regulation, and (ii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Zone under any agreement or instrument to which the Zone is a party or by which the Zone or its assets may be bound or affected.

(C) This Agreement has been duly authorized, executed and delivered by the Zone and constitutes a legal, valid and binding obligation of the Zone, enforceable in accordance with its terms.

(D) The execution, delivery and performance of this Agreement by the Zone does not require the consent or approval of any person which has not been obtained.

Section 1.03 Representations of the Grantee. The Grantee hereby represents to the Authority and the Zone that as of the date hereof:

(A) The Grantee is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Texas and is duly qualified to do business wherever necessary to carry on the operations contemplated by this Agreement.

(B) The Grantee has the power, authority and legal right to enter into and perform its obligations as set forth in this Agreement and the execution, delivery and performance has been duly authorized and constitutes a legal, valid and binding obligation of the Grantee, enforceable in accordance with its terms.

(C) There is no action, suit or proceeding pending against the Grantee, or to the knowledge of the Grantee, threatened against or affecting the Grantee before any court, arbitrator, governmental authority or official in which there is a reasonable possibility of an

adverse decision which could reasonably be expected to have a material adverse effect on the Grantee or which could in any manner draw into question the validity of this Agreement.

(D) The Project (defined below) qualifies as a Cultural Facility and furthers the purposes of the Cultural Facilities 380 Program as defined in this Agreement.

ARTICLE 2

Project and Cultural Facility

Section 2.01 The Project. The Project consists of providing funding to cause the acquisition and construction of certain enhancements to the Museum, as further described in Exhibit A, and is consistent with, furthers and complies with the Authority's Cultural Facilities 380 Program (collectively referred to as the "**Project**").

Section 2.02 Purpose of the Cultural Facility. The parties hereby agree and acknowledge that the Museum, as a Cultural Facility and as enhanced by the Project, shall provide contributions to the Zone, economic and otherwise, through the preservation of cultural artifacts, collection of fine arts, teaching and promotion of history, cultural heritage, and the arts and sciences through public access to its holdings and exhibits. The Cultural Facility, as enhanced by the Project, shall contribute to the Cultural District within the Zone, which includes museums, theaters, and other arts and entertainment venues that attract residents and visitors to the Zone and enhance other commercial enterprises in the Zone and the City.

ARTICLE 3

Grant Amount and Project Funding

Section 3.01 Grant. Subject to the conditions described in Section 3.02 below, a Cultural Facilities 380 Program grant (the "**Grant**") is hereby authorized to be awarded to the Grantee, and the proceeds of such grant, in a total aggregate amount not to exceed \$500,000, shall be funded as follows: (i) an amount not to exceed \$250,000 in the Authority's fiscal year ending June 30, 2025 (the "**FY 2025 Grant Amount**") and (ii) an amount not to exceed \$250,000 in the Authority's fiscal year ending June 30, 2026 (the "**FY 2026 Grant Amount**"), and, together with the FY 2025 Grant Amount, the "**Grant Proceeds**"). The Grant Proceeds shall be allocated to, and used by, the Grantee for the Project as specifically provided in this Agreement.

Section 3.02 Funding for the Project.

(A) Upon (i) a showing by the Grantee, adequate to the Authority, of the Grantee's having secured 100% of funds required for the Project (inclusive of the Grant Proceeds), as described in the budget provided in Exhibit A, in the form of cash, loans or written commitments, (ii) the execution of this Agreement, (iii) reimbursement of the Authority in the amount of \$15,000 for its costs associated with awarding the Grant to Grantee (the "**Authority Reimbursement Amount**") and (iv) the Authority's receipt of a signed conflict of interest affidavit as required pursuant to Section 4.03(B) hereto, the Authority shall fund an amount

equal to 90% of the FY 2025 Grant Amount less the Authority Reimbursement Amount (the “**Initial FY 2025 Disbursement**”).

(B) Upon a showing by the Grantee, adequate to the Authority, that Grantee has expended such Initial FY 2025 Disbursement in accordance with Section 3.03 below, the Authority shall fund an amount equal to the remaining 10% of the FY 2025 Grant Amount less the Authority Reimbursement Amount (the “**Final FY 2025 Disbursement**”).

(C) Upon a showing by Grantee, adequate to the Authority, that Grantee has expended the FY 2025 Grant Amount in accordance with Section 3.03 below, the Authority shall fund an amount equal to 90% of the FY 2026 Grant Amount (the “**Initial FY 2026 Disbursement**”).

(D) Upon a showing by the Grantee, adequate to the Authority, that Grantee has expended such Initial FY 2026 Disbursement in accordance with Section 3.03 below, the Authority shall fund an amount equal to the remaining 10% of the FY 2026 Grant Amount (the “**Final FY 2026 Disbursement**”).

Section 3.03 Use of Funding. Not less than 95% of the Grant Proceeds will be used to pay capital costs associated with the construction and completion of the Project.

Section 3.04 Supplemental Grants. Subject to the funds being available under the Authority’s budget in the fiscal years ending June 30, 2025, and June 30, 2026, the Grantee may request additional funds for this Project or any other additional project in such fiscal year.

ARTICLE 4

Grantee Covenants

Section 4.01 Use of the Museum. As a condition of the Grant, the Grantee hereby covenants and agrees (i) to use the Grant Proceeds for the Project and (ii) cause the operation and function of the Museum as described in Section 2.02 for a term commencing on the Effective Date and expiring ten (10) years after the Effective Date (such term, the “**Grant Agreement Term**”).

Section 4.02 Use of the Grant Proceeds. As a condition of the Grant, the Grantee hereby covenants and agrees to use the Grant Proceeds only for such purposes as are described in Section 3.03 and to, within 30 days of the Completion Date, provide a certificate to the Authority, describing the costs to which the Grant Proceeds were applied and certifying that all Grant Proceeds were applied in accordance with Section 3.03.

Section 4.03 Conflicts of Interest Disclosure.

(A) Prior to the receipt of any Grant Proceeds under this Agreement, the Grantee shall disclose to the Authority any pecuniary benefit any director, officer, employee or agent of the Grantee may receive due to an expenditure of the Grant Proceeds or the implementation of any transaction contemplated under this Agreement.

(B) Prior to the receipt of any Grant Proceeds under this Agreement, the Grantee shall execute a sworn statement, attached hereto as Exhibit B, stating that to the knowledge of the Grantee, based upon reasonable investigation, no member of the board of directors of the Grantee or board of directors of the Authority will receive any pecuniary benefit due to the expenditure of Grant Proceeds or implementation of any transaction contemplated under this Agreement, and such statement should be in accordance with Chapters 171 and 176, Local Government Code.

Section 4.04 Recognition of the Authority. Prior to distribution of Grant Proceeds, the Authority and Grantee shall mutually develop and agree upon a plan to recognize the Authority as a benefactor of the Museum. Notwithstanding, any marketing, public awareness campaigns or signage related to the Museum shall recognize the Authority's contributions in a prominent manner and, in the case of written materials, the Authority's name shall be in text no smaller than one-half (1/2) of the size of the Grantee's name.

Section 4.05 Inspections: Audits. The Grantee agrees to keep such operating records as may be required by the Authority, the City or by state and federal law or regulation. The Grantee shall allow the Authority reasonable access to documents and records in the Grantee's possession, custody or control relating to the Project that the Authority deems necessary to assist the Authority in determining the Grantee's compliance with this Agreement.

Section 4.06 Authority and Zone Relieved From Responsibility. The Grantee hereby expressly acknowledges that the Authority and the Zone are under no responsibility to insure or maintain the Museum or to pay taxes (in the event the Museum is not exempt from ad valorem taxes) and the Grantee shall relieve the Authority and the Zone from any such responsibility.

ARTICLE 5

Default

Section 5.01 Events of Default. One or more of the following events shall constitute an "Event of Default":

- (A) The Project is not completed by the Completion Date.
- (B) The Grantee ceases use of the Museum consistent with and pursuant to Section 2.02 during the Grant Agreement Term.
- (C) The Grantee fails to use the Grant Proceeds only for such purposes as are described in Section 3.03.
- (D) The Authority shall fail to fund the Grant under the terms of this Agreement.
- (E) Any representation or warranty made or deemed made by or on behalf of the Grantee in this Agreement or in any amendment or modification of this Agreement or in any waiver under any of the foregoing, or in any report, certificate or any other document furnished

pursuant to or in connection with this Agreement, shall prove to have been incorrect or misleading in any material respect when made or deemed made.

Section 5.02 Remedies.

(A) In the case of an Event of Default under Section 5.01(A), the Authority shall have the right to terminate or suspend this Agreement and receive a refund of all Grant Proceeds provided to the Grantee.

(B) In the case of an Event of Default under Section 5.01(B), the Authority shall have a right to receive a refund from the Grantee for all or a portion of the Grant Proceeds. This refund shall be determined by the year of the Event of Default, and the refund amount will be reduced by ten (10) percent each year the Event of Default does not occur during the Grant Agreement Term. The refund amount will be determined according to the following schedule:

<u>Year</u>	<u>Percent of Grant Refunded</u>
Year 1	100%
Year 2	90%
Year 3	80%
Year 4	70%
Year 5	60%
Year 6	50%
Year 7	40%
Year 8	30%
Year 9	20%
Year 10	10%

(C) In the case of an Event of Default under Section 5.01(C), the Authority shall have a right to request reimbursement for the portion of the Grant Proceeds expended on non-complying purposes.

(D) In the case of an Event of Default under Section 5.01(D), the Grantee, in addition to the other rights given to the Grantee under this Agreement, may enforce specific performance or seek actual damages incurred by the Grantee for any such default.

(E) In the case of an Event of Default under Section 5.01(E), the Grantee shall have the right to cure any misrepresentation within thirty (30) days, or the right to cure shall expire. If the Grantee does not utilize the right to cure, the Authority may take any of the following actions: (i) seek actual damages incurred from such default, (ii) terminate or suspend this Agreement, and (iii) pursue all other rights and remedies provided under this Agreement and/or available at law and equity.

ARTICLE 6

Indemnification and Release

Section 6.01 Indemnification. TO THE EXTENT ALLOWED UNDER THE LAWS OF THE STATE OF TEXAS, THE GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, THE AUTHORITY AND THE ZONE, THEIR AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE "INDEMNIFIED PERSONS") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

(A) THE GRANTEE AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY, "THE GRANTEE'S") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

(B) THE INDEMNIFIED PERSONS' AND THE GRANTEE'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER THE GRANTEE IS IMMUNE FROM LIABILITY OR NOT; AND

(C) THE INDEMNIFIED PERSONS' AND THE GRANTEE'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER THE GRANTEE IS IMMUNE FROM LIABILITY OR NOT.

Section 6.02 Release. THE GRANTEE SHALL RELEASE 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 CONCURRENT NEGLIGENCE AND/OR THE INDEMNIFIED PERSON'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, BUT NOT SUCH INDEMNIFIED PERSON'S SOLE NEGLIGENCE OR FROM ANY DAMAGE OR LOSS TO THE EXTENT RESULTING FROM THE GROSS NEGLIGENCE, RECKLESSNESS OR INTENTIONAL ACT OR OMISSION OF THE INDEMNIFIED PERSON.

TO THE EXTENT POSSIBLE, THE GRANTEE SHALL REQUIRE ALL CONTRACTORS ENGAGED BY IT TO CONSTRUCT THE PROJECT (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE INDEMNIFIED PERSONS TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE OF AND INDEMNITY TO THE INDEMNIFIED PERSONS HEREUNDER.

TO THE EXTENT POSSIBLE, THE GRANTEE SHALL ALSO REQUIRE THAT ALL GENERAL CONTRACTORS INDEMNIFY THE CITY, THE AUTHORITY, AND THE ZONE AND THEIR RESPECTIVE OFFICIALS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITIES ARISING OUT OF SUCH CONTRACTOR'S WORK AND ACTIVITY RELATED TO THE PROJECT.

ARTICLE 7

General

Section 7.01 Parties in Interest. This Agreement shall not bestow any rights upon any third-party, but rather shall bind and benefit the Zone, the Authority and the Grantee only.

Section 7.02 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

Section 7.03 Court Proceedings. Any suit, action or proceeding, which is permitted to be brought by a Party against any other Party arising out of or relating to this Agreement or any transaction contemplated hereby or any judgment entered by any court in respect thereof shall be brought in any federal or state court located in the City, and each Party hereby submits to the nonexclusive jurisdiction of such courts for the purpose of any such suit, action or proceeding. To the extent that service of process by mail is permitted by applicable laws, each Party irrevocably consents to the service of process in any such suit, action or proceeding in such courts by the mailing of such process by registered or certified mail, postage prepaid, at its address for notice provided for pursuant to this Agreement. Each Party irrevocably agrees not to assert any objection that it may ever have to the laying of venue of any such suit, action or proceeding in any federal or state court located in the City or any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Each Party agrees not to bring any action, suit or proceeding against the other Party arising out of or relating to this Agreement or any transaction contemplated hereby except in a federal or state court located in the City.

Section 7.04 No Personal Liability of Public Officials. To the extent permitted by law, no director, officer, employee or agent of the Zone or the Authority, and no officer, employee or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement.

Section 7.05 Disclosure of Interested Parties (Form 1295). Grantee will provide a completed and notarized Form 1295 generated by the Texas Ethics Commission's electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the Texas Ethics Commission, in connection with entry into this Agreement. Upon receipt of Grantee's Form 1295, the Authority agrees to acknowledge Grantee's Form 1295 through its electronic filing application. Grantee and the Authority understand and agree that, with the exception of information identifying the Authority and the contract identification number, the Authority is not responsible for the information contained in Grantee's Form 1295 and the Authority has not verified such information.

Section 7.06 Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic transmission confirmed by mailing written confirmation at substantially the same time as such electronic transmission, or personally delivered to an officer of the receiving party, at the following addresses:

Reinvestment Zone Number Two, City of Houston, Texas
Attn: Executive Director
410 Pierce Street, Suite 355
Houston, Texas 77002

Midtown Redevelopment Authority
Attn: Executive Director
410 Pierce Street, Suite 355
Houston, Texas 77002

Buffalo Soldiers Museum and Heritage Center
Attn: Chief Executive Officer
3916 Caroline Street
Houston, Texas 77004

Each party may change its address by 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, any notice so sent by electronic transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by the Zone, the Authority or the Grantee, as the case may be.

Section 7.07 Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the Zone, the Authority and the Grantee. No course of dealing on the part of the Grantee, nor any failure or delay by the Grantee with respect to exercising any right, power or privilege of the Grantee under this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.

Section 7.08 Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement.

Section 7.09 Successors and Assigns. All covenants and agreements contained by or on behalf of the Authority and the Zone in this Agreement shall bind their successors and assigns and shall inure to the benefit of the Grantee and their successors and assigns. No party may assign its rights and obligations under this Agreement or any interest herein, without the prior written consent of the other parties.

Section 7.10 Exhibits and Schedules: Titles of Articles, Sections and Subsections. The exhibits and schedules attached to this Agreement are 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 exhibits or schedules 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 or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit or schedule shall be considered a reference to the applicable exhibit or schedule attached hereto unless otherwise stated.

Section 7.11 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.

Section 7.12 Suspension and Termination. The Grantee acknowledges and agrees that suspension or termination of this Agreement may occur if the Grantee fails to comply with any terms of this Agreement.

Section 7.13 Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

Section 7.14 Counterparts. This Agreement may be executed in counterparts (including by electronic signature and including execution by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the Effective Date.

REINVESTMENT ZONE NUMBER TWO,
CITY OF HOUSTON, TEXAS

MIDTOWN REDEVELOPMENT
AUTHORITY

By: [Signature]
Name: Al Odom
Title: Board Chair

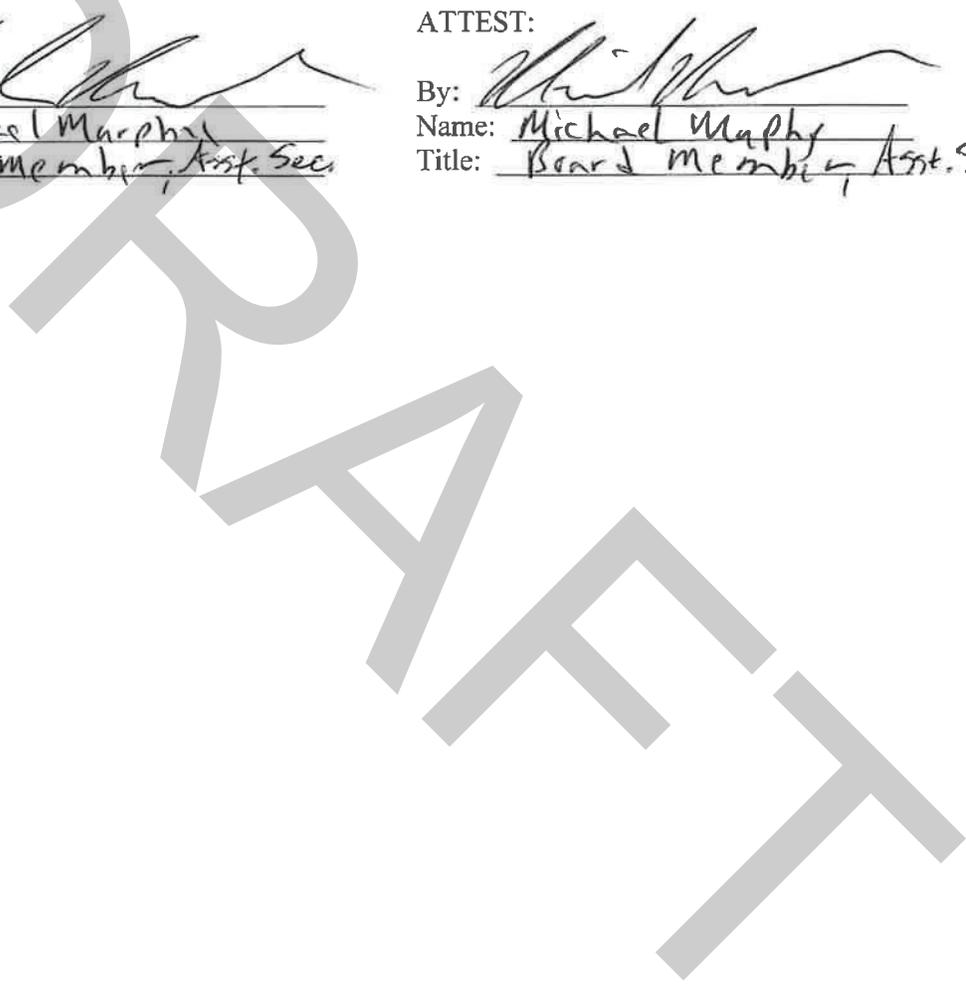
By: [Signature]
Name: Al Odom
Title: Board Chair

ATTEST:

ATTEST:

By: [Signature]
Name: Michael Murphy
Title: Board member, Asst. Sec.

By: [Signature]
Name: Michael Murphy
Title: Board member, Asst. Sec.



**BUFFALO SOLDIERS MUSEUM AND
HERITAGE CENTER**

By: 
Name: Desmond Bertrand-P.H.S
Title: CEO

ATTEST:

By: _____
Name: _____
Title: _____

DRAFT

APPROVED BY CITY:

CHIEF ECONOMIC DEVELOPMENT OFFICER

DS
je

Signed by:

By: Gwendolyn Tillotson-Bell

Name: Gwendolyn F. Tillotson-Bell

Title: Chief Economic Development Officer

Date: 8/20/2025

DRAFT

Exhibit A

PROJECT SUMMARY AND BUDGET

DRAFT

BUFFALO SOLDIERS NATIONAL MUSEUM



Proposal to the Midtown Redevelopment Authority

1. Please describe the location of the project to be funded by the grant investment.

The Buffalo Soldiers National Museum is located at 3816 Caroline Street Houston, Texas 77004 housed in the Historic Houston Light Guard Armory, built in 1925 with the primary façade on Caroline Street between Truxillo and Alabama, a priority street in the Midtown Parks and Public Spaces Master Plan. It is also close to the Ensemble/HCC METRO Rail stop and the Houston Community College Central Campus.

2. Please explain how the grant investment would assist the applicant in attaining a key element of its master plan that supports its mission.

The Buffalo Soldiers National Museum (BSNM) is dedicated to exploring and displaying the stories and contributions of African Americans in the military by way of performing and visual arts, educational programming, and exhibitions. Our purpose is to educate, preserve, promote, and perpetuate the history, tradition, and outstanding contributions of the Buffalo Soldiers towards the development and defense of America from The Revolutionary War to the present.

Our vision is to extend public knowledge of the achievements of all the nation's African American armed forces personnel to the general public thus building pride and patriotism throughout all of the communities we serve. To do that, we need a facility that can support a dynamic range of exhibitions and programs to serve a growing number of visitors.

To fulfill our mission and purpose and realize our vision, it is imperative that we prepare both our building and the people who comprise our institution for a new era of growth. This campaign will:

- Protect the historic elements of our building and outfit them to meet the needs of a 21st century museum.
- Serve as a critical investment in the care and maintenance of the collection itself, including preparing the archive to reach a much larger audience by making a growing portion of the collection accessible digitally from anywhere in the world.

Buffalo Soldiers Museum Ready and Forward Capital Campaign Estimated Budget

Budget item	Amount	
Construction - Buildings		
<i>Includes interior renovation of Buffalo Soldiers National Museum</i>		
<i>1st floor: Museum Archives, Offices, Gift Shop, Classroom</i>		
<i>2nd Floor: 4 Exhibit Halls, Gift shop and reception</i>		
<i>3rd Floor: 1 Exhibit Hall, Offices, Board room, Café</i>		
General requirements, finishes, and demolition	\$607,000	
Construction Materials	\$642,000	
Mechanical and Electrical	\$179,000	
Insurance and Performance Bond	\$150,000	
Exhibition construction and fabrication	\$450,000	
Artifact acquisition and display	\$300,000	
Graphic and signage	\$130,000	
Installation and set up	\$200,000	
Café renovation and construction	\$115,000	
Construction - Buildings total		\$2,773,000
Construction - Outdoor		
<i>Includes construction of Youth Outdoor Activity Center</i>		
Interactive installations	\$75,000	
Artifact acquisition and display	\$55,000	
Landscaping and infrastructure	\$40,000	
Educational materials	\$45,000	
Construction - Outdoor total		\$215,000
Exhibition technology		
<i>Includes new and upgraded exhibition technology focused on guest and student interaction and engagement. 2nd, 3rd floor exhibitions</i>		
Interactive display development, design, and education	\$545,000	
Exhibit construction, set up, installation, and calibration	\$335,000	
Technology total		\$880,000
Furniture, fixtures and equipment		
Furniture	\$75,000	
Lighting and fixtures	\$288,000	
Audio visual equipment	\$35,000	
Display enhancements	\$22,000	
Security and surveillance	\$13,000	
Signage and wayfinding	\$12,000	
Installation and setup	\$35,000	
Café kitchen equipment, seating, and supplies	\$142,000	
Furniture, fixtures and equipment total		\$622,000
Soft costs		
Exhibit space concept development and design	\$350,000	
Outdoor space concept and design	\$35,000	
Cafe permitting and licensing	\$9,000	
Exhibit permits and engineering	\$95,000	
Soft costs total		\$489,000
Contingency		\$300,000
Project total		\$5,279,000

Preliminary Renderings

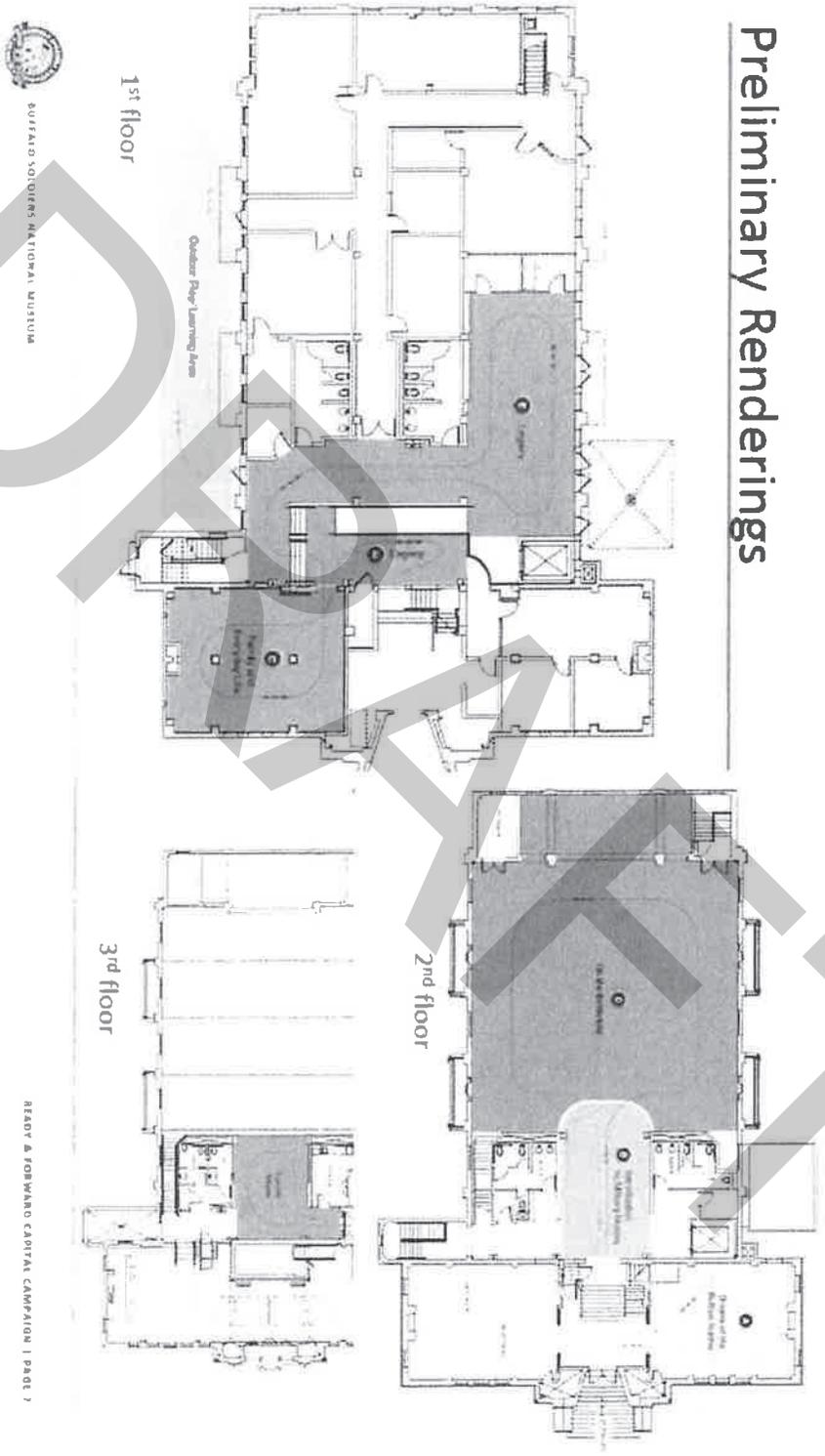


Exhibit B

GRANTEE CONFLICT OF INTEREST STATEMENT

DRAFT

**BUFFALO SOLDIERS MUSEUM & HERITAGE CENTER
CONFLICT OF INTEREST STATEMENT**

The undersigned, Melanie Richard, BBA, the Board Chair of BUFFALO SOLDIERS MUSEUM & HERITAGE CENTER in Houston, Texas (the "Grantee"), executes this statement pursuant to Section 4.03 of the Grant Agreement among the Grantee, REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS (the "Zone"), and MIDTOWN REDEVELOPMENT AUTHORITY (the "Authority"), and Chapters 171 and 176, Texas Local Government Code, and hereby certifies as follows:

No member of the Authority's Board of Directors has a substantial interest in the Buffalo Soldiers Museum under Section 171.002, Texas Local Government Code.

If any member of the Authority's Board of Directors or any person appointing any member of the Authority's Board of Directors (in either case, a "Director") has an employment or other business relationship with the Grantee under Chapter 176, Texas Local Government Code, the Grantee shall provide a disclosure statement which includes:

The Director's business relationship with the Grantee, and gifts accepted by the Director or family member of the Director;

An acknowledgement from the Director that the disclosure applies to each family member of the Director, which covers a 12-month period; and

The signature of the Director acknowledging that the statement is made under oath under penalty of perjury.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this Conflict of Interest Statement to be executed on the 11 day of June, 2025.

BUFFALO SOLDIERS MUSEUM &
HERITAGE CENTER

By: Melanie Richard BBA
Name: Melanie Richard, BBA
Title: Board Chair

Certificate Of Completion

Envelope Id: 8486D355-1E16-4E07-B258-D5C34B6E23E8

Status: Completed

Subject: Complete with Docusign: MRA Grant Agreement_Execution - Buffalo Soldiers Museum_2025_BSNM_MRAsi...

Source Envelope:

Document Pages: 23

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 1

Jennifer Curley

AutoNav: Enabled

611 Walker St.

Envelopeld Stamping: Enabled

HITS

Time Zone: (UTC-06:00) Central Time (US & Canada)

Houston, TX 77002

Jennifer.Curley@houstontx.gov

IP Address: 204.235.229.249

Record Tracking

Status: Original

Holder: Jennifer Curley

Location: DocuSign

8/7/2025 11:07:03 AM

Jennifer.Curley@houstontx.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: City of Houston IT Services

Location: Docusign

Signer Events

Jennifer Curley

jennifer.curley@houstontx.gov

City of Houston IT Services

Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style

Using IP Address: 204.235.229.249

Timestamp

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Signed: 8/7/2025 11:10:12 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Gwendolyn Tillotson-Bell

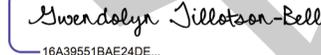
Gwendolyn.Tillotson-Bell@houstontx.gov

Chief Economic Development Officer

City of Houston

Security Level: Email, Account Authentication (None)

Signed by:



16A39551BAE24DE...

Signature Adoption: Pre-selected Style

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Viewed: 8/13/2025 9:44:23 AM

Signed: 8/20/2025 5:24:48 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Keisha Fenton

Keisha.Fenton@houstontx.gov

AC

MYR

Security Level: Email, Account Authentication (None)

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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	8/7/2025 11:09:36 AM
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Signing Complete	Security Checked	8/20/2025 5:24:48 PM
Completed	Security Checked	8/20/2025 5:24:49 PM

Payment Events	Status	Timestamps
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DRAFT

BUFFALO SOLDIERS NATIONAL MUSEUM



November 27, 2023

Matt Thibodeaux
Executive Director
Midtown District
410 Pierce Street, Suite 355
Houston, TX 77002

Dear Matt,

With deep gratitude for your guidance and interest in the Buffalo Soldiers National Museum's future, I am pleased to submit the enclosed request to the Midtown District requesting your consideration of a \$2,500,000 commitment to support our Ready & Forward capital campaign to renovate our historic facility, expand our exhibits and programs, and ensure the museum's long-term sustainability.

Over 20 years ago, my grandfather Paul J. Mathews sought to preserve and expand the legacy of the Buffalo Soldiers by creating the current Buffalo Soldiers National Museum (BSNM), now the largest private collection of African American military memorabilia anywhere in the world. The exhibits attract more than 30,000 visitors per year, with more than 500,000 local, national, and international guests walking through its doors since it opened.

Today, the museum is positioned to make a historic investment in its future. Our \$13 million Ready & Forward campaign will secure the legacy of African American military contributions and expand our reach to new audiences. Our campaign has secured early support from Kinder Foundation, Houston Endowment, The Brown Foundation, The Elkins Foundation, Texas Historical Commission, The Wortham Foundation, and the National Trust for Historic Preservation: African American Cultural Heritage Fund. Through strong support from 100% participation from our Board of Directors and these major funders, we have raised just over \$6.5 million, putting us more than halfway to our goal.

With the support of the Midtown District, we can do much more to honor the service of courageous African American men and women who have served in the U.S. military, remain a premier arts and history destination in Houston, and ensure the museum's long-term sustainability for years to come. And we can do it in a manner that pays ongoing economic and cultural dividends to the Midtown District while reinforcing and complementing the Midtown Houston Redevelopment Master Plan.

On behalf of our Board, The Buffalo Soldiers National Museum's staff, and our Midtown community, thank you for your consideration of this leadership commitment.

Sincerely,

A handwritten signature in blue ink that reads "Desmond Bertrand-Pitts".

Desmond Bertrand-Pitts, MBA, M.Ed.
Chief Executive Officer

BUFFALO SOLDIERS NATIONAL MUSEUM



Proposal to the Midtown Redevelopment Authority

1. Please describe the location of the project to be funded by the grant investment.

The Buffalo Soldiers National Museum is located at 3816 Caroline Street Houston, Texas 77004 housed in the Historic Houston Light Guard Armory, built in 1925 with the primary façade on Caroline Street between Truxillo and Alabama, a priority street in the Midtown Parks and Public Spaces Master Plan. It is also close to the Ensemble/HCC METRORail stop and the Houston Community College Central Campus.

2. Please explain how the grant investment would assist the applicant in attaining a key element of its master plan that supports its mission.

The Buffalo Soldiers National Museum (BSNM) is dedicated to exploring and displaying the stories and contributions of African Americans in the military by way of performing and visual arts, educational programming, and exhibitions. Our purpose is to educate, preserve, promote, and perpetuate the history, tradition, and outstanding contributions of the Buffalo Soldiers towards the development and defense of America from The Revolutionary War to the present.

Our vision is to extend public knowledge of the achievements of all the nation's African American armed forces personnel to the general public thus building pride and patriotism throughout all of the communities we serve. To do that, we need a facility that can support a dynamic range of exhibitions and programs to serve a growing number of visitors.

To fulfill our mission and purpose and realize our vision, it is imperative that we prepare both our building and the people who comprise our institution for a new era of growth. This campaign will:

- Protect the historic elements of our building and outfit them to meet the needs of a 21st century museum.
- Serve as a critical investment in the care and maintenance of the collection itself, including preparing the archive to reach a much larger audience by making a growing portion of the collection accessible digitally from anywhere in the world.

- Prepare our institution to accommodate a much larger number of visitors and engage them through an expanded range of programs.
- Allow us to recruit and retain staff that have the training and expertise to carry out our work effectively and efficiently.

A grant from the Midtown District will advance these goals and help us build momentum for the closing half of our campaign, but will also be an investment that reinforces the work envisioned by the Midtown Parks and Public Spaces Master Plan.

3. Please provide an expected budget for the project, demonstrating that at least 80% of the grant investment will be expended on capital projects or to eliminate debt that has financed a capital project.

Buffalo Soldiers National Museum Ready and Forward Capital Campaign	
Enhancing the Armory - Renovation & Exhibits	
Preservation	\$2,500,000
Interior Renovations	\$1,500,000
Contingency	\$600,000
Exhibit & Technology Enhancements	\$2,000,000
Director of Exhibitions	\$240,000
Exhibition & Collection Growth	\$100,000
Outdoor Exhibition	\$250,000
Elevating Archival Capabilities	
Collection Preservation	\$385,000
Archival Space	\$1,500,000
Expanding Educational Programs & Community Reach	
Museum Exhibit Programming	\$400,000
Educational Programming	\$400,000
Learning Lab Development	\$250,000
Director of Education	\$240,000
Communications Manager	\$180,000
Performing Arts Theater	\$225,000
Education Department Growth	\$100,000
Building for Sustainability & Protecting the Investment	
Staff & Wage Adjustment	\$115,000
Financial Management	\$180,000
Human Capital Growth	\$460,000
Endowment	\$1,000,000
Campaign Costs	
Donor Recognition	\$50,000
Campaign Events	\$20,000

Campaign Management	\$405,000
CAMPAIGN TOTAL	\$13,000,000
<i>*Staff salary costs are projected over three years None of the budget for this campaign is for debt service.</i>	

As of January 2024, gifts and pledges stand at \$6.79 million, which is 52% of our campaign goal. Key campaign supporters include: The Brown Foundation, The Elkins Foundation, Houston Endowment Inc, The Kinder Foundation, Texas Historical Commission, and the National Trust for Historic Preservation’s African American Cultural Heritage Action Fund Grant, as well as 100% participation from our dedicated Board of Trustees.

4. Please provide a description of what purpose the grant will serve (ex. increase the visitation and attendance of the institution, fund capital improvements, enhance Midtown's cultural district).

Cultural heritage tourism, defined as “traveling to experience the places, artifacts, and activities that authentically represent the stories and people of the past and present,” is one of the fastest growing sectors of the tourism industry. As more and more travelers plan their trips specifically to visit cultural destinations, or are incorporating such destinations into their travel plans, research has shown the impact their visits have. As cultural tourists tend to stay longer and spend more than the average traveler, their tourism dollars strengthen local economies by creating jobs and increasing local spending. Strong cultural institutions also foster community pride and enhance local quality of life by bringing people together for programs and events.

To see ongoing benefit from cultural heritage tourism, communities must have a variety of distinctive, authentic cultural offerings that are best in class. Their investments in protecting and preserving cultural assets are what will sustain them for the long term. The BSNM is incredibly well-positioned to be an economic anchor in Midtown, attracting these highly sought-after visitors from around the country and even the world.

The grant will underwrite repairs and renovations to the museum facility that will expand and improve exhibition and programming spaces and accommodate both a wider range of programs and increased number of visitors. This includes flexible teaching space, to accommodate a greater number of student visits, and performance space, which will benefit not just BSNM, but community partners who collaborate with us.

These improvements are projected to result in a significantly enhanced visitor experience and a tripling of our annual visitor numbers. Attracting more visitors will not only help BSNM preserve and maintain the museum for years to come but will benefit the larger Midtown community both culturally and economically.

5. Please provide a timeline of the project for which the grant investment will be used in in order to demonstrate that the grant investment will be structured over a period equivalent to the project.

Q3 and Q4 2024:

- Finalize renovation plan
- Continue Phase 2 of exhibit planning-specifications

Q1 and Q2 2025:

- Begin interior renovation
- Complete Phase 2
- Begin Phase 3 of exhibit planning- fabrication

Q3 and Q4 2025:

- Complete interior museum renovation
- Complete Phase 3
- Install new exhibitions
- Prepare for re-opening

Q1 2026:

- Reopening Ceremony January 5, 2026
- 25th Anniversary Celebration- Military Ball February 27, 2026

To stay on track with this timeline, we need to secure \$11 million in commitments by the end of 2024 and complete the \$13 million campaign by midyear 2025. We are confident that we will reach these campaign goals. We have several large proposals pending, and a strong plan and committee and continue to reach out to individuals, foundations, and corporations in the greater Houston area to inspire them to partner with us in this exciting endeavor.

6. Will the grant investment be matched by an individual(s) or institution(s)? If so, please provide information regarding this match, including the name of the individual(s) or institution(s) providing the matched funds and any match limitations.

There are currently not any matching investments, however in 2022 we received a \$1million challenge grant from the Kinder Foundation which we met within 6 months of the challenge and exceeded by \$500,000 with support from The Houston Endowment.

7. If the applicant has received other grants, please provide copies of the grant award documents for such grants.

The following institutions and individuals have committed to the campaign. BSNM can provide copies of grant contracts upon request. Also included is a list of proposals that are either pending or will be submitted by the end of Q2 2024.

BSNM Board of Trustees	\$175,500
Kinder Foundation	\$2,000,000
Houston Endowment Inc.	\$1,600,000
Brown Foundation	\$1,550,000
Elkins Foundation	\$500,000
Cullen Foundation	\$250,000
Texas Historical Commission	\$250,000
Confidential Corporation	\$150,000
Wortham Foundation	\$100,000
Jerry C. Dearing Family Foundation	\$100,000
National Trust for Historic Preservation	\$50,000
The Honorable James A. Baker	\$10,000
Strake Foundation	\$5,000
Individual Supporters	\$52,687
<hr/>	
<i>Commitments through January 2024</i>	<i>\$6,793,187</i>
HEB	\$500,000
The Fondren Foundation	\$500,000
Midtown TIRZ	\$2,500,000
The Powell Foundation	\$250,000
Institute of Museum and Library Services	\$500,000
<hr/>	
<i>Pending proposals</i>	<i>\$4,250,000</i>

Budget item	Amount	
Construction - Buildings		
<i>Includes interior renovation of Buffalo Soldiers National Museum</i>		
<i>1st floor: Museum Archives, Offices, Gift Shop, Classroom</i>		
<i>2nd Floor: 4 Exhibit Halls, Gift shop and reception</i>		
<i>3rd Floor: 1 Exhibit Hall, Offices, Board room, Café</i>		
General requirements, finishes, and demolition	\$607,000	
Construction Materials	\$642,000	
Mechanical and Electrical	\$179,000	
Insurance and Performance Bond	\$150,000	
Exhibition construction and fabrication	\$450,000	
Artifact acquisition and display	\$300,000	
Graphic and signage	\$130,000	
Installation and set up	\$200,000	
Café renovation and construction	\$115,000	
Construction - Buildings total		\$2,773,000
Construction – Outdoor		
<i>Includes construction of Youth Outdoor Activity Center</i>		
Interactive installations	\$75,000	
Artifact acquisition and display	\$55,000	
Landscaping and infrastructure	\$40,000	
Educational materials	\$45,000	
Construction – Outdoor total		\$215,000
Exhibition technology		
<i>Includes new and upgraded exhibition technology focused on guest and student interaction and engagement. 2nd, 3rd floor exhibitions</i>		
Interactive display development, design, and education	\$545,000	
Exhibit construction, set up, installation, and calibration	\$335,000	
Technology total		\$880,000
Furniture, fixtures and equipment		
Furniture	\$75,000	
Lighting and fixtures	\$288,000	
Audio visual equipment	\$35,000	
Display enhancements	\$22,000	
Security and surveillance	\$13,000	
Signage and wayfinding	\$12,000	
Installation and setup	\$35,000	
Café kitchen equipment, seating, and supplies	\$142,000	
Furniture, fixtures and equipment total		\$622,000
Soft costs		
Exhibit space concept development and design	\$350,000	
Outdoor space concept and design	\$35,000	
Cafe permitting and licensing	\$9,000	
Exhibit permits and engineering	\$95,000	
Soft costs total		\$489,000
Contingency		\$300,000
Project total		\$5,279,000



Buffalo Soldiers National Museum

READY & FORWARD CAPITAL CAMPAIGN



History of the Buffalo Soldier

BACKGROUND

African Americans have served proudly in every great American war. In 1866, through an act of Congress, legislation was adopted to create six all African American Army units. These units were identified as the 9th and 10th cavalry and the 38th, 39th, 40th, and 41st infantry regiments. The four infantry regiments were later reorganized to form the 24th and 25th infantry regiments.

These fighting men represented the first Black professional soldiers in a peacetime army. The recruits came from varied backgrounds including the formerly enslaved and veterans from service in the Civil War.

THE BUFFALO SOLDIER

Buffalo Soldiers originally were members of the 9th Cavalry, formed in Greenville, Louisiana; and the 10th Cavalry Regiment of the United States Army, formed on September 21, 1866, at Fort Leavenworth, Kansas. This nickname was given to the Colored Cavalry by Native American tribes who fought in the Indian Wars.



About the Buffalo Soldiers National Museum (BSNM)

MISSION

Dedicated to exploring and displaying the stories and contributions of African Americans in the military by way of performing and visual arts, educational programming, and exhibitions.

VISION

Extend public knowledge of achievements of all of America's African American armed forces personnel to the full general public, thus building pride and patriotism throughout all of America's communities, with particular emphasis on youth.

PURPOSE

Educate the public and preserve, promote, and perpetuate the history, traditions and outstanding contributions of America's Buffalo Soldiers from the Revolutionary War to the present.

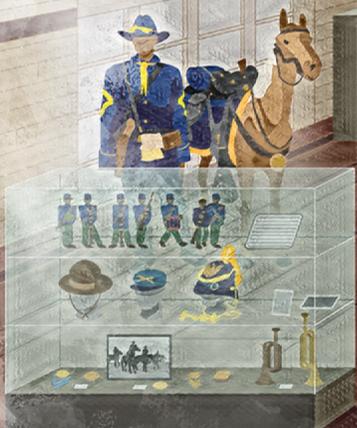


BSNM Goals

The museum tells a compelling story of the contributions and history of American African soldiers who served in the United States Armed Forces, from the Revolutionary War to present. With this legacy in mind, our plan for Ready & Forward is rooted in the following aspirations:

- **Lead the Nation** as an institution for research and continuing education about African American service to the U.S Armed Forces;
- **Build Pride** in all who come to know the unique legacy and impact that men and women of color have had on our armed forces;
- **Inspire Support** among regional and national leaders for BSNM and the growth of its mission;
- **Increase Access** to performing and visual arts through historical and cultural content;
- **Impact Hearts** by offering a personal encounter with history and the impact of African American soldiers; and
- **Connect Communities** by serving 60,000 visitors annually, representing diverse backgrounds to encourage interaction and bolster pride.





Buffalo Soldier

Buffalo Soldier, dreadlock Rasta
There was a Buffalo Soldier
In the heart of America
Shipped from Africa, brought to America
Fighting for arrival, fighting for survival
I mean it, when I analyze the stench
To me, it makes a lot of sense
How the dreadlock Rasta was the Buffalo Soldier
And he was taken from Africa, brought to America
Fighting for arrival, fighting for survival.



Ready & Forward

ENHANCING

The Armory



enabling the museum to make essential improvements and enhancements to the Armory that will expand the exhibition and archival spaces and build an enhanced visitor experience that incorporates modern museum field-based standards and space for rotating exhibits.

ELEVATING

Archival Capabilities



by developing a space for proper collection, preservation, and cataloging of treasured artifacts, including a classroom for the community to use in their research of the Buffalo Soldiers.

EXPANDING

Reach & Education



by creating curriculum and programming materials that enhance and extend the legacy of the Buffalo Soldiers beyond the Armory and into classrooms and the community both in person and virtually.

ACHIEVING

Sustainability



by expanding organizational capacity to accommodate increased visitorship, enhance their museum experience and expand educational and community partnerships.

BSNM

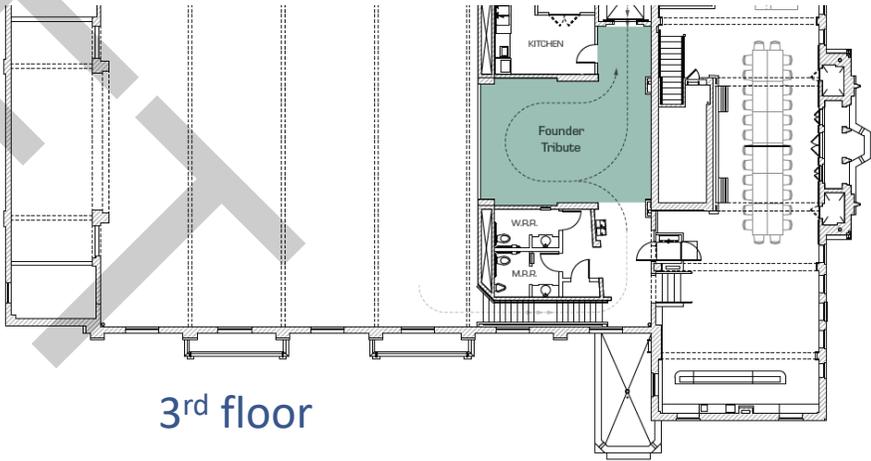
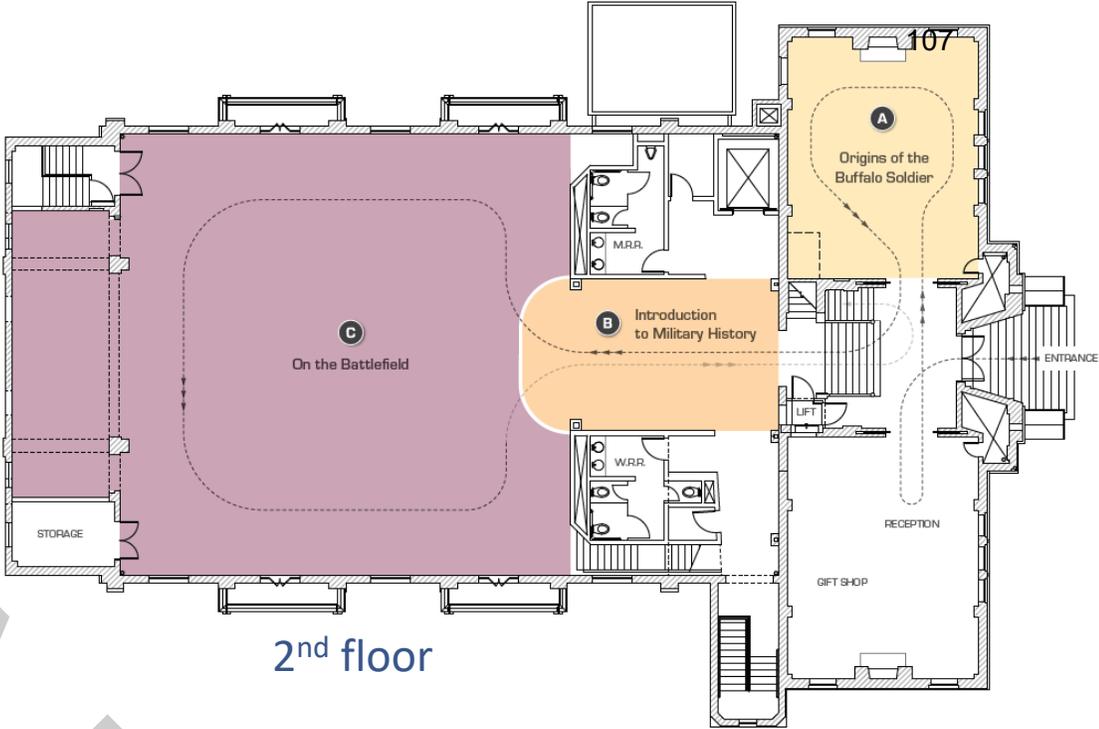
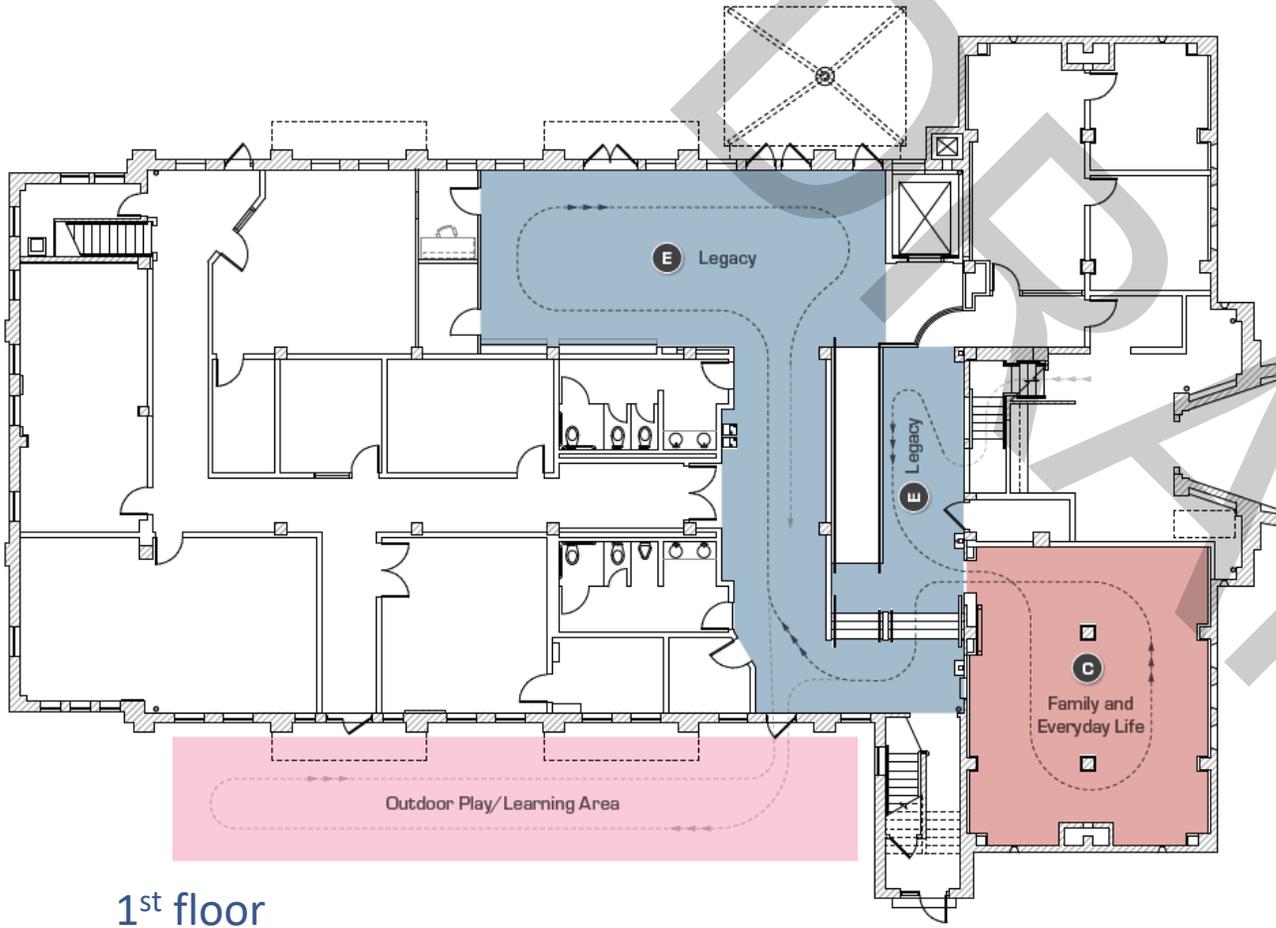
Endowment



ensuring the financial stability that will allow for sustained enhancements and growth of the BSNM.



Preliminary Renderings



Project Budget and Sources of Support

Estimated Costs	
Enhance the Armory	\$7,190,000
Elevate Archival Capabilities	\$1,885,000
Expand Reach & Educational Programs	\$1,695,000
Endowment	\$1,000,000
Establish Sustainability for Staff Growth	\$755,000
Campaign Costs	\$475,000
Total	\$13,000,000

Funds Raised to Date	
Board of Directors	\$175,500
Kinder Foundation	\$2,000,000
Houston Endowment	\$1,600,000
Brown Foundation	\$1,550,000
Elkins Foundation	\$500,000
Texas Historical Commission	\$250,000
Cullen Foundation	\$250,000
Confidential Corporation	\$150,000
Wortham Foundation	\$100,000
Dearing Foundation	\$100,000
National Trust for Historic Preservation: African American Cultural Heritage Fund	\$50,000
James Baker, Honorary Chair 2020	\$10,000
Strake Foundation	\$5,000
Individual Support	\$52,687
Total Support Raised to Date	\$6,793,187



Economic Impact

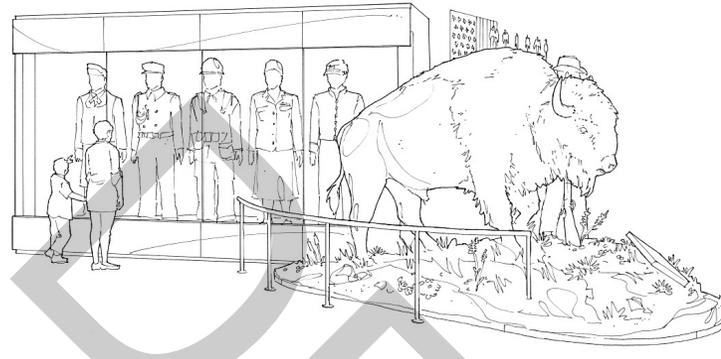
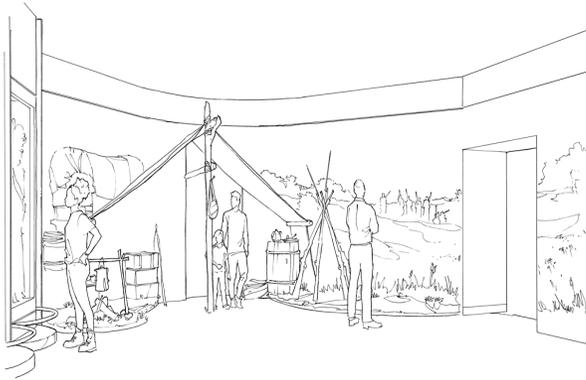
According to the Arts & Economic Prosperity 6 national economic study completed by *Americans for the Arts*, the nonprofit arts and culture industry generates over \$1.3 billion in annual economic activity in the greater Houston region—supporting 21,378 full-time equivalent jobs and generating \$251.7 million in tax revenue to local, state and federal governments, completed in 2022.

- 86.7% of arts and culture attendees agree that the activity or venue where they were surveyed “is inspiring a sense of pride in this neighborhood or community”
- 86.6% agree that “I would feel a great sense of loss if this activity or venue were no longer available”
- 83.7% agree that the venue or facility where they were surveyed is “an important pillar for me within the community”

Arts and Economic Prosperity in Midtown

Region	Midtown Cultural District (Houston, TX)
Type of Region	Individual Cultural District
Geographic Definition of Region	An individual cultural district located in Houston, Texas
Estimated Population	2,304,580
Local or Statewide Research Partner	Houston Arts Alliance
Partner URL	www.haatx.com
Total Spending by Arts and Culture Organizations	\$3,463,225
Total Spending by the entire Nonprofit Arts And Culture Industry	\$15,530,890





“If a race has no history, if it has no worthwhile tradition, it becomes a negligible factor in the thought of the world, and it stands in danger of being exterminated.”

-DR. CARTER G. WOODSON, 1875-1950
A child of former slaves, he became a historian, author, educator, and the founding father of Black History Month



Thank you for your interest in this vital project. With your support, we can do much more to share the stories and honor the service of courageous African American men and women who have served in the U.S. military over time.

Desmond Bertrand-Pitts
Chief Executive Officer
Center for African American Military History
dba Buffalo Soldiers National Museum
3816 Caroline Street | Houston, Texas 77004
d: (713) 696-9933
desmond@buffalosoldiersmuseum.org
www.buffalosoldiersmuseum.org



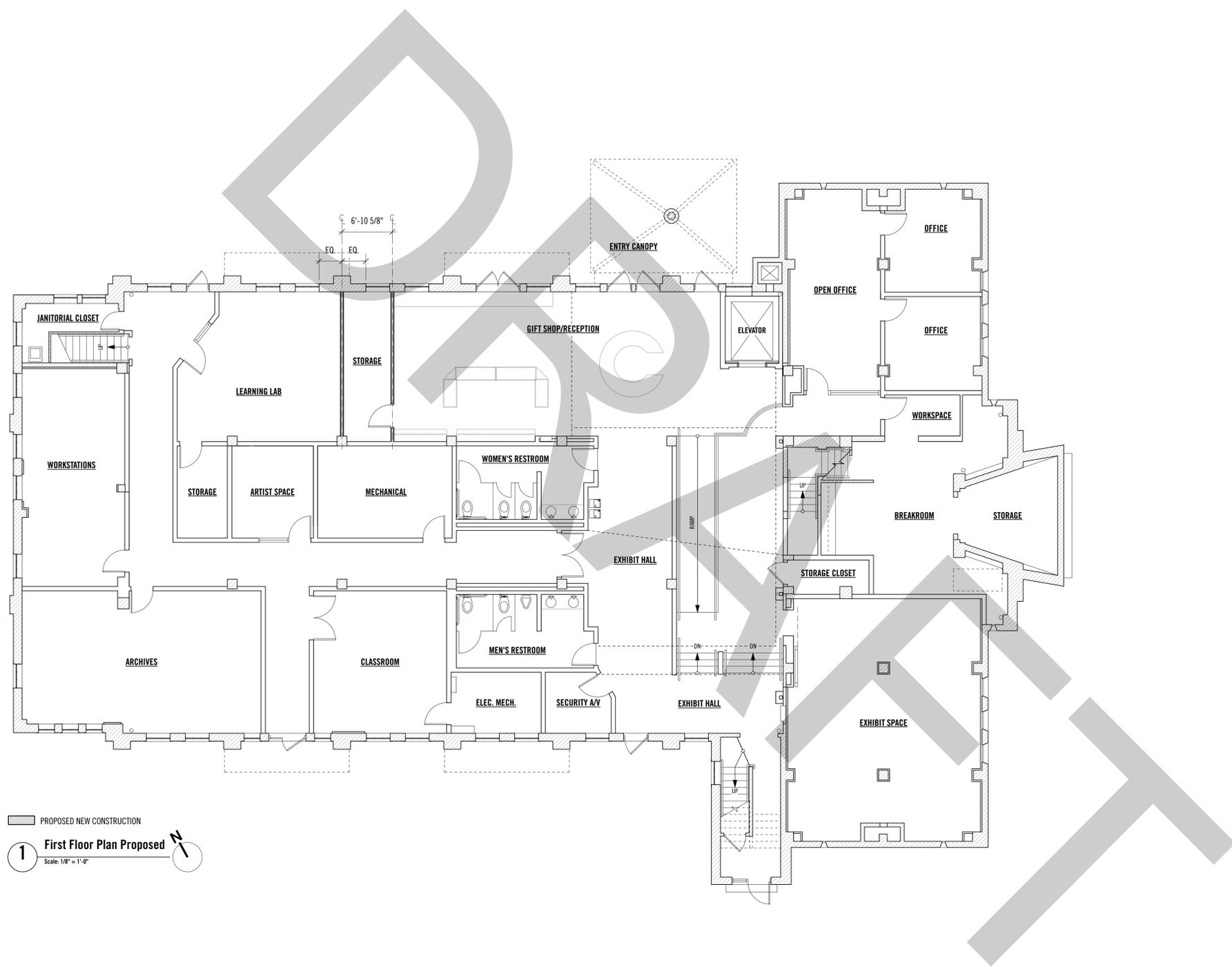
Stern and Bucek Architects

1610 COMMERCE STREET
HOUSTON, TEXAS 77002
TEL 713 527 0186
FAX 713 527 8190

Buffalo Soldiers National Museum

3816 CAROLINE STREET
HOUSTON, TEXAS 77004

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PROPOSED NEW CONSTRUCTION

1 First Floor Plan Proposed
Scale: 1/8" = 1'-0"

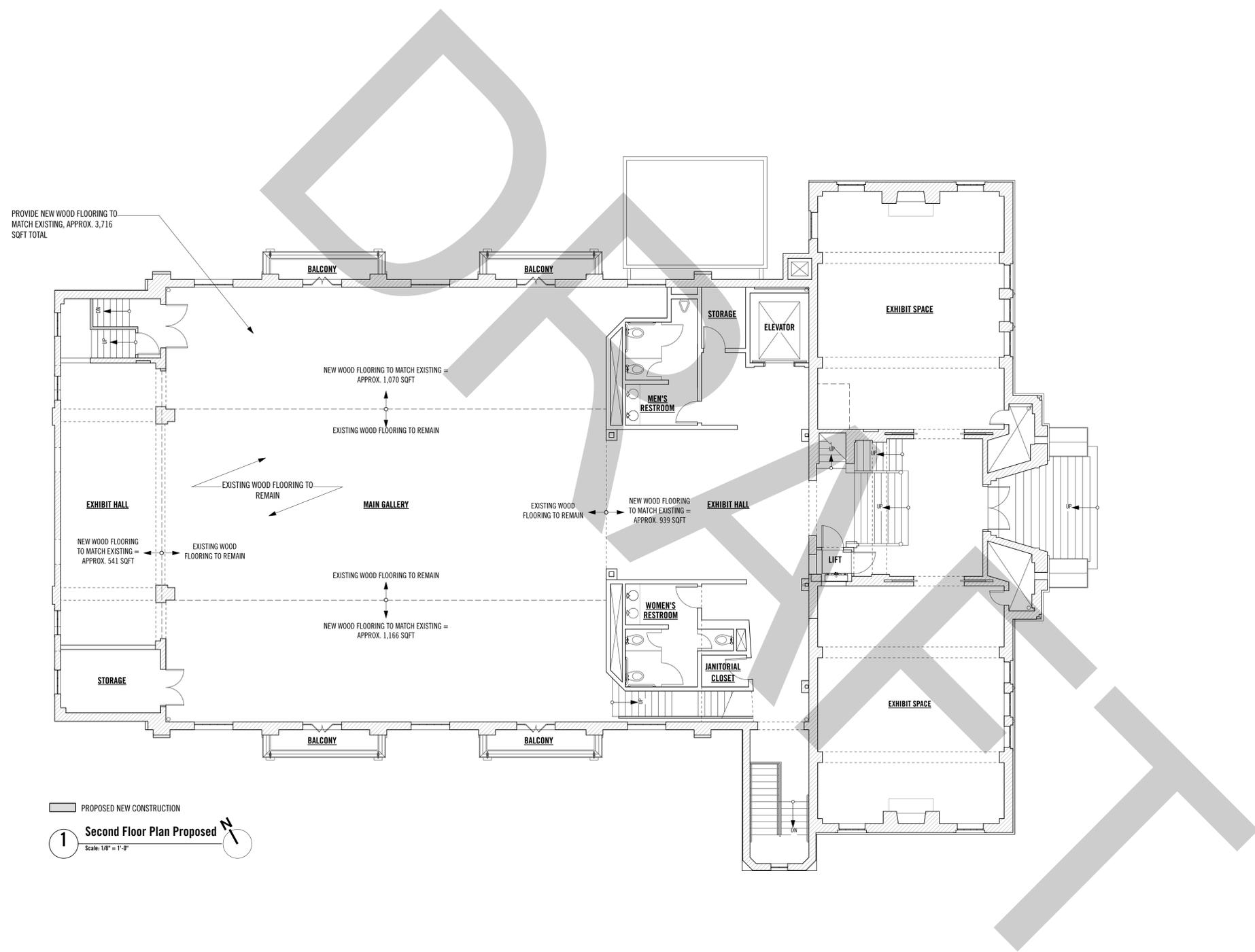
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PROPOSED NEW CONSTRUCTION
1 Second Floor Plan Proposed
Scale: 1/8" = 1'-0"

2ND FLOOR PLAN Proposed

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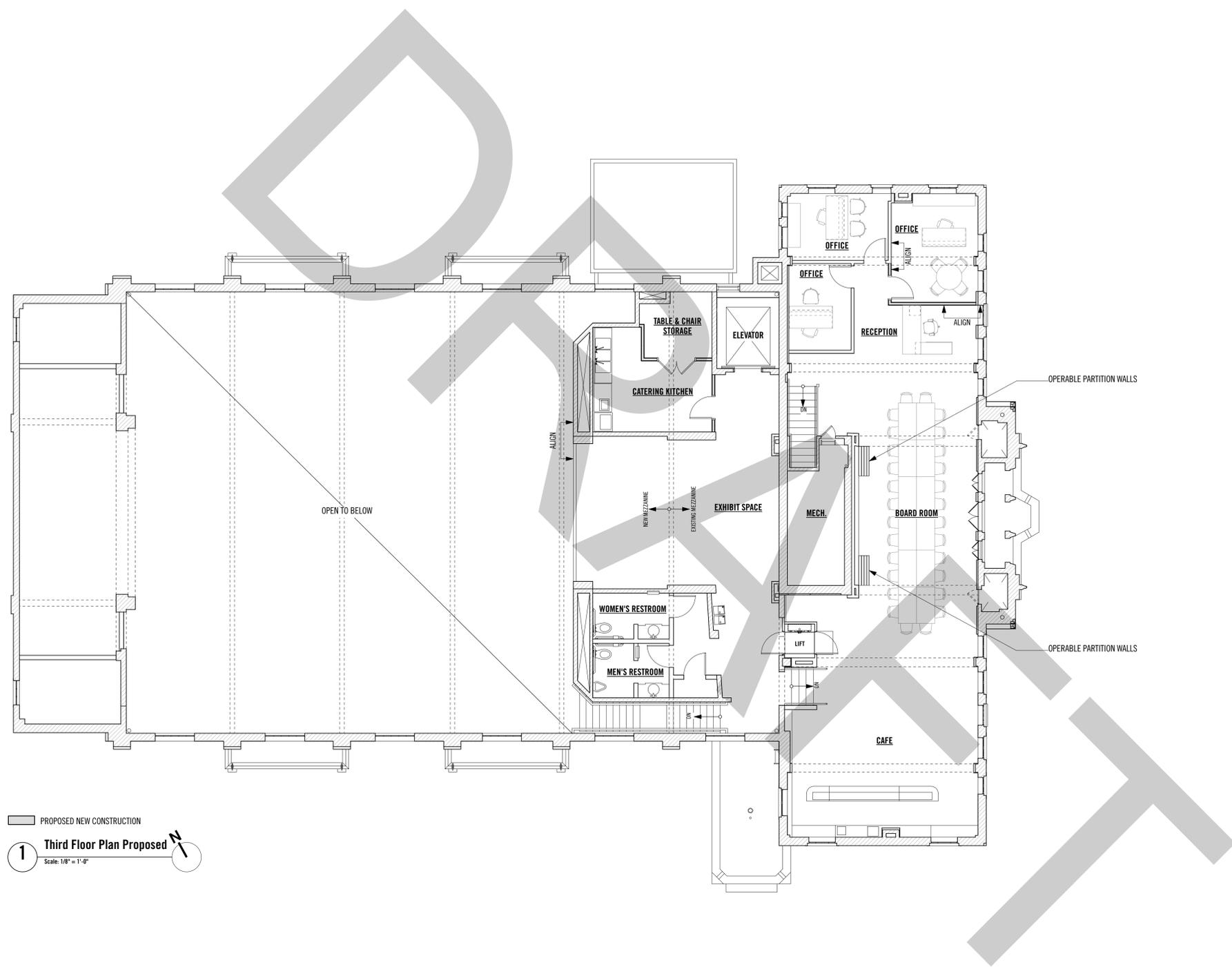
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PROPOSED NEW CONSTRUCTION
1 Third Floor Plan Proposed
 Scale: 1/8" = 1'-0"

May 16, 2024

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

Dear Matt and Board of Directors,

With deep gratitude for your guidance and interest in the Buffalo Soldiers National Museum's future, I am pleased to offer my support for the \$2,500,000 request from Midtown Redevelopment Authority in support of their Ready & Forward capital campaign to renovate the historic facility, expand exhibits and programs, and ensure the museum's long-term sustainability.

Over 20 years ago, Captain Paul J. Matthews sought to preserve and expand the legacy of the Buffalo Soldiers by creating the current Buffalo Soldiers National Museum (BSNM), now one of the largest private collections of African American military memorabilia anywhere in the world. The exhibits attract more than 15,000 visitors per year, with more than 500,000 local, national, and international guests walking through its doors since it opened.

Today, the museum is positioned to make a historic investment in its future. The \$13 million Ready & Forward campaign will secure the legacy of African American military contributions and expand their reach to new audiences. The campaign has secured early support from Kinder Foundation, Houston Endowment, The Brown Foundation, The Elkins Foundation, The Cullen Foundation, Texas Historical Commission, The Wortham Foundation, and the National Trust for Historic Preservation. Through strong support from 100% participation from our Board of Directors and these major funders, they have raised just over \$6.7 million, placing them more than halfway to their goal.

With the support of Midtown, BSNM can do much more to honor the service of courageous African American men and women who have served in the U.S. military, remain a premier arts and history destination in Houston, and ensure the museum's long-term sustainability for years to come. And we can do it in a manner that pays ongoing economic and cultural dividends to the Midtown District while reinforcing and complementing the Midtown Houston Redevelopment Master Plan.

On behalf of The Brown Foundation, thank you for your consideration of this leadership commitment.

Sincerely,



Ryan Smith
Chief Grants Officer



May 15, 2024

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

To Whom It May Concern,

As an enthusiastic supporter of the Buffalo Soldiers National Museum, I am pleased to express my support for its current grant request to The Midtown TIRZ for the *Ready & Forward* campaign.

This unique museum honors the rich history and vital contributions of African American servicemen and women. The *Ready & Forward* campaign seeks to raise \$13 million to restore the museum's home, the historic Houston Light Guard building; to enhance its exhibit, restoration, and archival capabilities; to expand and further strengthen its outreach and educational programs; and to establish an endowment that will ensure the organization's long-term strength and sustainability.

As a Texas Senator and County Commissioner, I have been an ardent supporter of preserving Texas's Buffalo Soldier history and of BSNM since its founding. I am proud to have worked with the museum's founder, Captain Paul J. Matthews and his grandson (and current museum CEO) Desmond Bertrand-Pitts. I am pleased to learn that their fundraising campaign is off to a strong start. More than \$5.7 million in commitments toward their goal have been secured to date.

I hope the Elkins Foundation will join other community leaders and endorse the efforts of a true asset to our community and assist BSNM realize their plans to enrich and expand visitors' experience at their facility. Your support for this project will provide crucial momentum for the campaign and benefit our community for many years to come.

Sincerely,

Rodney Ellis
 Harris County Commissioner, Precinct One

May 15, 2024

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

Dear Matt and Midtown Redevelopment Authority Board of Directors,

I am writing to encourage your support of the Buffalo Soldiers National Museum's \$2,500,000 request from Midtown Redevelopment Authority in support of their Ready & Forward capital campaign.

In addition to its hometown history, Buffalo Soldiers represents scholarship and preservation that is rare in the country, making it a rare and special Houston treasure that is of national significance.

The Ready & Forward campaign's success will renovate the historic facility, expand exhibits and programs, and ensure the museum's long-term sustainability, protecting decades of collecting important American artifacts and documenting an often-erased part of American history.

Buffalo Soldiers National Museum (BSNM) is now one of the largest private collections of African American military memorabilia anywhere in the world, attracting 15,000 visitors per year and 500,000 local, national, and international guests since it opened.

Today, the museum is positioned to make a critical, historic, and permanent positive change. The Ready & Forward campaign will secure our knowledge and access to African American military history for a generation or more. With broad, existing support from the area's most important funders as well as the National Trust for Historic Preservation, the campaign is more than halfway complete.

I urge Midtown Redevelopment Authority to support this vital, Midtown institution at this significant moment. There is much more work for BSNM to do, but it cannot do so without our investment.

Sincerely,

John Abodeely
CEO



KINDER FOUNDATION

NANCY G. KINDER

PRESIDENT & CEO

May 21, 2024

Mr. Matt Thibodeaux, Executive Director
Board of Directors, Midtown Redevelopment Authority
Midtown District
410 Pierce Street, Suite 355
Houston, TX 77002

Dear Mr. Thibodeaux and Board of Directors,

With the utmost appreciation for your valuable insight and attentiveness to the Buffalo Soldiers National Museum's (BSNM's) future, it is my true pleasure, as an unwavering supporter of BSNM, to endorse BSNM's \$2,500,000 request from Midtown Redevelopment Authority in support of their *Ready & Forward* capital campaign to renovate the historic structure, expand exhibits and programs, and ensure the museum's long-term sustainability.

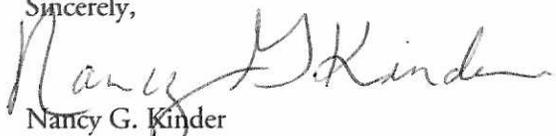
Captain Paul J. Matthews, over 20 years ago, first sought to preserve and expand the significant legacy of the Buffalo Soldiers by creating the current Museum, now one of the largest private collections of African American military memorabilia anywhere in the world. The sheer number of visitors to the facility speaks volumes for the need, desire, and interest to share this historical era with the 15,000 visitors per year, in addition to the more than 500,000 local, national, and international guests who have walked through BSNM's doors since it opened.

The museum is now at the point where it is positioned to make a historic investment in its future. The \$13 million *Ready & Forward* campaign will secure the legacy of the African Americans who bravely served the military and ensure that their contributions are recognized and shared to expand its reach to new audiences. The Kinder Foundation provided early support to the campaign towards their preservation efforts and operational needs. We have been pleased to know that the BSNM has been successful in raising just over \$6.7 million from other local, state, and national funders, placing them more than halfway to their goal.

With the support of Midtown, BSNM can do much more to honor the service of courageous African American men and women who have served in the U.S. military, remain a premier arts and history destination in Houston, and ensure the museum's long-term sustainability for years to come. This may be accomplished if done in a thoughtful manner that would also pay ongoing economic and cultural dividends to the Midtown District while reinforcing and complementing the Midtown Houston Redevelopment Master Plan.

On behalf of the Kinder Foundation, thank you for your consideration of this leadership commitment towards a worthy cause.

Sincerely,

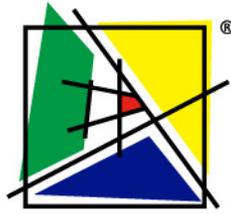


Nancy G. Kinder
President & CEO

2229 San Felipe Street, Suite 1700, Houston, TX 77019

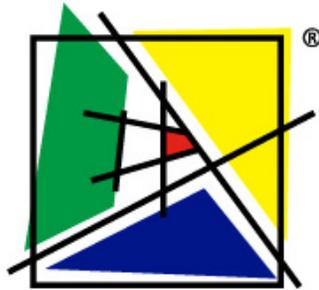
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www.kinderfoundation.org



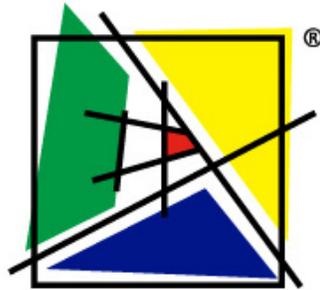
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7.
MIDTOWN
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**3131 EMANCIPATION
BUDGET FOR 2026**

AGENDA ITEM	3131 Emancipation Office Campus Budget for 2026 for approval
REQUEST	Authorize the approval of the 2026 budget for 3131 Emancipation Ave. The budget outlines the expected income and expenses associated with managing the property.
ITEM HISTORY	<p>Per the terms of the Management Agreement, Agent will submit to Owner a proposed annual budget for approval.</p> <p>December 2024: The 2025 annual budget was presented to and approved by the Midtown Redevelopment Authority Board at the December 4, 2024 meeting. The budgeted income for 2025 was \$1,270,813 or \$22.15/SF and the budgeted expenses were \$1,055,033 or \$18.39/SF. The budgeted Net Operating Income for 2025 was \$215,780 or \$3.76/SF.</p>
DESCRIPTION	<p>Partners Real Estate is requesting approval of the 2026 budget. The budgeted income for 2026 is \$1,029,889 reflecting a rate of \$17.95/SF. The operating expense budget for 2026 is \$1,038,325 reflecting a rate of \$18.10/SF. This would result in an anticipated Net Operating Income of (\$8,436) for 2026. The projected negative NOI is primarily due to the Civic Heart lease default.</p> <p>Partners is projecting a decrease of \$0.29/SF in operating expenses from the 2025 budget to the 2026 budget. This decrease is primarily due to bidding the access monitoring contract resulting in cost savings in 2026 and a decrease in the property insurance renewal.</p> <p>Notable expenses included in the 2026 budget:</p> <p>Elevator Repairs - \$2,586 to waterproof the garage elevator pit to prevent water intrusion. Elevator Contract - \$8,740 includes required 5-year load test. Parking Lot Sweeping Contract - \$9,473 includes cost to power wash and re-stripe the garage.</p> <p>The 2026 budget highlights the focus on maintaining property standards and addressing rising operational costs. These adjustments ensure the property continues to meet tenant expectations while positioning Midtown Redevelopment Authority for effective financial management in the upcoming year.</p>
CONTACTS	Partners Real Estate: Andrea Moore, Property Manager and Brad Kovach, Senior Vice President, Property Management



2026 Operating Budget

One Emancipation Center
3131 Emancipation Avenue
Houston, Texas 77004

Table of Contents

- 1. Executive Summary**
 - 2026 Executive Summary
 - 2025 vs. 2026 Variance Analysis Report
- 2. Leasing Assumption Projections**
 - 2026 Prospective Tenants
- 3. 2026 Cash Flow Summary Report**
 - 2026 Detail Budget with Explanations
- 4. Rent Rolls**
 - 2025 Rent Roll
 - 2026 Rent Roll
- 5. 2026 Recovery Estimated Report**
 - 2026 CAM, Tax and Insurance Report

2026 Budget Executive Summary

2025 vs. 2026 Variance Analysis Report

DRAFT

Executive Summary

Midtown Redevelopment Authority 2026 Business Plan

Executive Summary

Partners Real Estate presents the 2026 Operating Budget to Midtown Redevelopment Authority for the property at 3131 Emancipation Avenue. This document outlines the expected income and expenses associated with managing the property, detailing significant changes and projections for the upcoming year.

2026 Business Plan Narrative

Net Operating Income (NOI)

- **2026 Budgeted NOI:** \$(8,436)
- **2025 Reforecast NOI:** (\$246,010)
- **Difference:** \$(254,446.86)

The anticipated difference in the 2025 Reforecast NOI and the 2026 Budgeted NOI is primarily due to Civic Heart lease default and Centerwell early termination resulting in lower income in 2025.

Total Income

- **2026 Budgeted Total Income:** \$1,029,889
- **2025 Reforecast Total Income:** \$817,782
- **Difference:** \$212,107.05

Budgeted income for 2026 is set at \$1,029,889 reflecting a rate of \$17.95 per square foot, compared to \$817,782 or \$14.25 per square foot in 2025. This decrease is driven by unrealized leasing projections in 2025, Civic Heart lease default and Centerwell early termination.

Total Recoverable Operating Expenses

- **2026 Operating Expenses:** \$1,038,325
- **2025 Reforecast Operating Expenses:** \$1,063,792
- **Difference:** \$25,467

The 2026 Budgeted operating expenses are \$1,038,325 reflecting a rate of \$18.10 per square foot, compared to \$1,063,792 or \$18.54 per square foot in 2025. This decrease is mainly driven by bidding access control services that will result in cost savings to the property in 2026.

Operating Budget Analysis

2025 Reforecast Increases Over the 2026 Operating Budget

The following increases from the 2025 reforecast to the 2026 operating budget reflect necessary expenditures to maintain and improve the property:

- | | |
|---|---------------------------------|
| 1. Electrical Supplies & Repairs/Maintenance: | \$7,611 / \$0.13 p.s.f. |
| Troubleshooting of the UPS system located in the garage due to a power outage which required new batteries for the UPS. Additionally the network cabinet in the garage was relocated inside the elevator machine room to protect the equipment from the elements. | |
| 2. Plumbing Supplies: | \$1,048 / \$0.02 p.s.f. |
| Repairs to a pipe leak on the 2 nd floor. | |
| 3. Fire & Life Safety Supplies/Repairs: | \$2,310 / \$0.04 p.s.f. |
| Annual inspection repairs and winterizing the garage sprinkler system. | |
| 4. Irrigation/Landscape Repairs | \$1,933 / \$0.03 p.s.f. |
| Winterizing the irrigation system and irrigation water leak repairs. | |
| 5. Window/Glass Repair | \$2,389 / \$0.04 p.s.f. |
| 2025 budget included contingency for window replacement twice per year. Based on historicals, 2026 budget was reduced to once per year. | |
| 6. Window Washing | \$1,800 / \$0.03 p.s.f. |
| 2025 budget included cleaning of all interior windows. The 2026 budget only includes cleaning the 1 st floor interior windows only. | |
| 7. Misc. Repairs/Maintenance | \$2,276 / \$0.04 p.s.f. |
| Repairs to the lobby entrance doors. | |
| 8. Access Monitoring Contract | \$12,493 / \$0.22 p.s.f. |
| The access monitoring services were bid resulting in cost savings in 2026. | |
| 9. Janitorial Contract | \$4,251 / \$0.07 p.s.f. |
| 2026 janitorial services are lower in 2026 due to reduced occupancy. | |

10. Electricity	\$1,619 / \$0.03 p.s.f.
Reflects December 2024 invoice paid in January 2025.	
11. Water/Irrigation	\$1,350 / \$0.02 p.s.f
Increase due to irrigation leak in February 2025.	
12. Property Insurance	\$89,462 / \$1.56 p.s.f.
2025 includes a true-up of expenses when the policy renewed in May 2025.	

2026 Operating Budget Increases Over the 2025 Reforecast

These increases for the 2026 operating budget are aimed at addressing rising costs and maintaining quality service levels:

1. Salaries:	(\$3,762 / \$0.07 p.s.f.)
3% increase for the engineer and property manager.	
2. Building Exterior	(\$580 / \$0.01 p.s.f.)
Repairs of the wooden fence in the parking lot.	
3. Elevator Repairs	(\$2,586 / \$0.05 p.s.f.)
2026 includes waterproofing the garage elevator pit to prevent water intrusion.	
4. HVAC Supplies & R&M	(\$5,677 / \$0.10 p.s.f.)
Savings were realized in 2025 due to HVAC filter stock not requiring purchase.	
5. Janitorial Supplies:	(\$2,470 / \$0.04 p.s.f.)
2025 janitorial supplies were lower due to decreased occupancy from Civic Heart default. 2026 includes leasing projections.	
6. Metal Refinishing:	(\$680 / \$0.01 p.s.f.)
Quarterly maintenance of the interior elevator cabs and a one-time cleaning of restroom partitions.	
7. HVAC Contract	(\$1,482 / \$0.03 p.s.f.)
2026 includes annual contract increase.	
8. Elevator Contract:	(\$8,740 / \$0.15 p.s.f.)
2026 includes required 5-year load test.	
9. Elevator Phone Monitoring:	(\$792 / \$0.01 p.s.f.)
Increase is due to new equipment installation due to vendor change in 2026. Annual savings of \$1,590 will be realized going forward.	
10. Landscape Seasonal:	(\$1,739 / \$0.03 p.s.f.)
Increase represents new contract for holiday decorations in 2026 as the prior 3-year contract expires in 2025.	
11. Parking Lot Sweeping Contract:	(\$9,473 / \$0.17 p.s.f.)
2026 includes cost to power wash and re-stripe the garage.	
12. Security/Patrol:	(\$1,862 / \$0.03 p.s.f.)
Annual contract increase.	

13. Fire Alarm Contract:	(\$730 / \$0.01 p.s.f.)
Increase in annual inspections and City of Houston Permits.	
14. Office Internet & Telephones:	(\$1,689 / \$0.03 p.s.f.)
Comcast building internet services.	
15. License/Fees/Permits	(\$2,929 / \$0.05 p.s.f.)
2026 includes addition of City of Houston Stormwater Permit renewal not included in 2025.	
16. Miscellaneous General Administration	(\$838 / \$0.01 p.s.f.)
Includes software allocation.	
17. Liability insurance	(\$55,548 / \$0.10 p.s.f.)
2025 reflected all insurance policies included in Property Insurance. In 2026 each expense is coded to the proper account.	
18. Flood Insurance	(\$1,320 / \$0.02 p.s.f.)
2025 reflected all insurance policies included in Property Insurance. In 2026 each expense is coded to the proper account.	

Summary

The detailed analysis of increases in both the 2025 reforecast and the 2026 operating budget highlights the focus on maintaining property standards and addressing rising operational costs. These adjustments ensure that the property continues to meet tenant expectations while positioning Midtown Redevelopment Authority for effective financial management in the upcoming year.

Leasing Assumptions

As of December 31, 2025, the property is projected to be 40% occupied. This number includes Civic Heart lease default. There are no planned lease renewals and nine new lease projections anticipated in 2026. The building is projected to be 80 % occupied by the end of 2026.

Prospective Lease Details:

- **Suite:** 350
- **Space:** 1,737 s.f.
- **Lease Start Date:** July 1, 2026
- **Lease Term:** 60 months
- **Average Rental Rate:** \$18.00
- **Tenant Finish Allowance:** \$100.00 per square foot - \$173,700
- **Commission:** 5.5% - \$8,598

- **Suite:** 360
- **Space:** 1,732 s.f.
- **Lease Start Date:** October 1, 2026
- **Lease Term:** 60 months
- **Average Rental Rate:** \$18.00
- **Tenant Finish Allowance:** \$100.00 per square foot - \$173,200
- **Commission:** 5.5% - \$8,573

- **Suite:** 375
- **Space:** 1,352 s.f.
- **Lease Start Date:** April 1, 2026
- **Lease Term:** 60 months
- **Average Rental Rate:** \$14.00
- **Tenant Finish Allowance:** \$100.00 per square foot - \$135,200
- **Commission:** 5.5% - \$5,205

- **Suite:** 400
- **Space:** 1,722 s.f.
- **Lease Start Date:** October 1, 2026
- **Lease Term:** 60 months
- **Average Rental Rate:** \$21.00
- **Tenant Finish Allowance:** N/A
- **Commission:** 5.5% - \$9,945

- **Suite:** 401
- **Space:** 5,653 s.f.
- **Lease Start Date:** July 1, 2026
- **Lease Term:** 60 months
- **Average Rental Rate:** \$21.00
- **Tenant Finish Allowance:** N/A
- **Commission:** 5.5% - \$32,646

- **Suite:** 402
- **Space:** 5,653 s.f.
- **Lease Start Date:** April 1, 2026
- **Lease Term:** 60 months
- **Average Rental Rate:** \$21.00
- **Tenant Finish Allowance:** N/A
- **Commission:** 5.5% - \$32,646

- **Suite:** 500
 - **Space:** 2,490 s.f.
 - **Lease Start Date:** May 1, 2026
 - **Lease Term:** 60 months
 - **Average Rental Rate:** \$22.00
 - **Tenant Finish Allowance:** \$100.00 per square foot - \$249,000
 - **Commission:** 5.5% - \$15,065
-
- **Suite:** 550
 - **Space:** 1,756 s.f.
 - **Lease Start Date:** July 1, 2026
 - **Lease Term:** 60 months
 - **Average Rental Rate:** \$18.00
 - **Tenant Finish Allowance:** \$100.00 per square foot - \$175,600
 - **Commission:** 5.5% - \$8,692
-
- **Suite:** 575
 - **Space:** 1,333 s.f.
 - **Lease Start Date:** September 1, 2026
 - **Lease Term:** 60 months
 - **Average Rental Rate:** \$18.00
 - **Tenant Finish Allowance:** \$100.00 per square foot - \$133,300
 - **Commission:** 5.5% - \$6,598

This budget outlines a comprehensive strategy for managing 3131 Emancipation, aiming to sustain occupancy, optimize income, and maintain tenant satisfaction amidst anticipated changes in the leasing landscape.

Variance Analysis Report

Report Date : 11/19/2025

Comparative Comparative

Account	Description	1		2		Variance \$ (USD)	Variance %	Notes
		Midtown Redevelopment Authority Reforecast 1/2025 to 12/2025	Midtown Redevelopment Authority Annual Budget 1/2026 to 12/2026					
4001	Net Operating Income	-	-	-	-	-	-	
4002	Operating Income	-	-	-	-	-	-	
4003	Rental Income	-	-	-	-	-	-	
4007	Base Rent	340,964.89	484,535.28	143,570.39	42.11			
4011	Abated Rent	(66,615.05)	-	66,615.05	100.00			
4199	Total Rental Income	274,349.84	484,535.28	210,185.44	76.61			
4205	Expense Recovery	-	-	-	-	-	-	
4207	Prior Year Exp Recovery	38,485.73	-	(38,485.73)	(100.00)			
4208	CAM Recovery	316,416.74	527,293.77	210,877.03	66.65			
4215	Total Expense Recovery	354,902.47	527,293.77	172,391.30	48.57			
4499	Other Income	-	-	-	-	-	-	
4530	Late Charges Fees	(2,180.22)	-	2,180.22	100.00			
4542	Parking Income	25,755.00	18,060.00	(7,695.00)	(29.88)			
4551	Termination Fees	163,579.91	-	(163,579.91)	(100.00)			
4575	HVAC Tenant Billback	1,375.00	-	(1,375.00)	(100.00)			
4996	Total Other Income	188,529.69	18,060.00	(170,469.69)	(90.42)			
4997	Total Operating Income	817,782.00	1,029,889.05	212,107.05	25.94			
5000	Operating Expenses	-	-	-	-	-	-	
5001	Payroll & Benefits	-	-	-	-	-	-	
5002	Management-Salaries	71,316.00	73,455.48	(2,139.48)	(3.00)			
5011	Bldg. Engineer-Salaries	54,084.00	55,706.52	(1,622.52)	(3.00)			
5012	Bldg. Engineer-Overtime	93.60	-	93.60	100.00			
5025	Payroll Taxes & Benefits	3,783.16	3,818.16	(35.00)	(0.93)			
5070	Uniform Rental/ Purchase	-	400.00	(400.00)	(100.00)			
5081	Total Payroll & Benefits	129,276.76	133,380.16	(4,103.40)	(3.17)			
5082	General Maintenance Exp.	-	-	-	-	-	-	
5099	Repairs & Maintenance	-	-	-	-	-	-	
5115	Building -Exterior	1,360.00	1,940.00	(580.00)	(42.65)			
5120	Building -Interior	100.00	-	100.00	100.00			
5130	Electrical Supplies & R/M	21,010.61	13,400.00	7,610.61	36.22	New batteries for the UPS system and relocated the network cabinet.		
5135	Elevators Repairs	2,113.72	4,700.00	(2,586.28)	(122.36)	2026 includes waterproofing the garage elevator pit to prevent water intrusion.		
5142	Garage Repairs	200.00	300.00	(100.00)	(50.00)			
5150	HVAC Supplies & R/M	8,723.19	14,400.00	(5,676.81)	(65.08)	Savings were realized in 2025 due to HVAC filter stock not requiring purchase.		
5157	Janitorial Supplies	5,429.84	7,900.00	(2,470.16)	(45.49)	2025 janitorial supplies were lower due to decreased occupancy from Civic Heart default. 2026 includes leasing projections.		
5160	Locks Keys & Graphics	336.32	200.00	136.32	40.53			
5165	Maintenance Supplies	1,235.45	1,500.00	(264.55)	(21.41)			
5167	Metal Refinishing/Cleanin	10,920.00	11,600.00	(680.00)	(6.23)	Quarterly maintenance of the interior elevator cabs and a one time cleaning of restroom partitions.		
5175	Plumbing Supplies/Repairs	2,947.97	1,900.00	1,047.97	35.55	Repairs to a pipe leak on the 2nd floor.		
5185	Fire & Safety Suppl/Repai	9,260.00	6,950.00	2,310.00	24.95	Annual inspection repairs and winterizing the garage sprinkler system.		
5188	Irrigation/Landscape Rprs	4,283.00	2,350.00	1,933.00	45.13	Winterizing the irrigation system and irrigation water leak repairs.		
5190	Window / Glass Repair	4,589.00	2,200.00	2,389.00	52.06	2025 budget included contingency for window replacement twice per year. Based on historicals, 2026 budget was reduced to once per year.		
5191	Window Washing	10,200.00	8,400.00	1,800.00	17.65	2025 budget included cleaning of all interior windows. The 2026 budget only includes cleaning the 1st floor.		
5195	Misc. Repairs/Maintenance	9,475.71	7,200.00	2,275.71	24.02	Repairs to the lobby entrance doors.		
5298	Total Repairs & Maintenance	92,184.81	84,940.00	7,244.81	7.86			

Account	Description	Midtown Redevelopment Authority Reforecast 1/2025 to 12/2025	Midtown Redevelopment Authority Annual Budget 1/2026 to 12/2026	Variance \$ (USD)	Variance %	Notes
4001	Net Operating Income	-	-	-	-	
5499	Contract Services	-	-	-	-	
5500	Access Monitoring Contract	46,642.93	34,150.00	12,492.93	26.78	Access monitoring services were bid resulting in cost savings in 2026.
5515	HVAC Contract	17,889.92	19,372.32	(1,482.40)	(8.29)	2026 includes annual contract increase.
5520	Elevator Contract	22,155.00	30,895.00	(8,740.00)	(39.45)	2026 includes required 5-year load test.
5521	Fire Alarm Monitoring	780.00	780.00	-	-	
5523	Elevator Phone Monitoring	2,832.00	3,624.00	(792.00)	(27.97)	Increase is due to new equipment installation due to vendor change in 2026. Annual savings of \$1,590 will be realized going forward.
5524	Interior Plant Contract	4,685.88	4,500.00	185.88	3.97	
5526	Janitorial Contract	50,455.05	46,204.00	4,251.05	8.43	2026 janitorial services are lower in 2026 due to reduced occupancy.
5535	Landscape Maintenance	10,994.16	11,440.00	(445.84)	(4.06)	
5536	Landscape -Seasonal	3,261.34	5,000.00	(1,738.66)	(53.31)	Increase represents new contract for holiday decorations in 2026 as the prior 3-year contract expires in 2025.
5542	Parking Lot Sweeping Cont	3,885.00	13,358.00	(9,473.00)	(243.84)	2026 includes cost to power wash and re-stripe the garage.
5545	Security/Patrol/Courtesy	190,941.82	192,804.00	(1,862.18)	(0.98)	Annual contract increase.
5550	Pest Control Contract	1,966.48	1,752.00	214.48	10.91	
5560	Trash Removal Contract	2,969.07	2,880.00	89.07	3.00	
5580	Fire Alarm Contract	5,644.00	6,374.00	(730.00)	(12.93)	Increase in annual inspections and City of Houston Permits.
5597	Total Contract Services	365,102.65	373,133.32	(8,030.67)	(2.20)	
5598	Total General Maintenance Exp.	457,287.46	458,073.32	(785.86)	(0.17)	
5599	General & Administrative	-	-	-	-	
5600	Advert/Marketing/Promo	-	-	-	-	
5640	Signage	100.00	200.00	(100.00)	(100.00)	
5689	Total Advert/Marketing/Promo	100.00	200.00	(100.00)	(100.00)	
5699	Office Expenses	-	-	-	-	
5710	Office Internet and Telephones	8,931.04	10,620.00	(1,688.96)	(18.91)	Comcast building internet services.
5730	Office Supplies	726.96	800.00	(73.04)	(10.05)	
5735	Postage & Delivery	80.00	-	80.00	100.00	
5740	Telephone Expense	1,462.14	1,620.00	(157.86)	(10.80)	
5798	Total Office Expenses	11,200.14	13,040.00	(1,839.86)	(16.43)	
5799	Other General & Admin	-	-	-	-	
5800	Association Fees/Memb Due	1,069.00	900.00	169.00	15.81	
5815	Computer and Software Expense	3,932.84	3,500.00	432.84	11.01	
5817	Yardi Software Fees	5,592.00	5,592.00	-	-	
5835	Licenses/Fees/Permits	751.40	3,680.00	(2,928.60)	(389.75)	2026 includes addition of City of Houston Stormwater Permit renewal not included in 2025.
5850	Travel Expense	150.00	300.00	(150.00)	(100.00)	
5855	Misc. General/Admin	1,166.00	2,004.00	(838.00)	(71.87)	Includes software allocation.
5898	Total Other General & Admin	12,661.24	15,976.00	(3,314.76)	(26.18)	
5899	Utilities	-	-	-	-	
5900	Electric	112,382.29	110,763.00	1,619.29	1.44	Reflects December 2024 invoice paid in January 2025.
5925	Water / Sewer	9,046.55	9,346.00	(299.45)	(3.31)	
5926	Water Irrigation	6,529.40	5,179.00	1,350.40	20.68	Increase due to irrigation leak in February 2025.
5998	Total Utilities	127,958.24	125,288.00	2,670.24	2.09	
5999	Management Fees	-	-	-	-	
6000	Management Fees	42,584.06	42,238.25	345.81	0.81	
6089	Total Management Fees	42,584.06	42,238.25	345.81	0.81	
6199	Property Insurance	-	-	-	-	
6200	Property Insurance	275,934.10	186,471.74	89,462.36	32.42	2025 includes a true-up of expenses when the policy renewed in May 2025.
6205	Liability Insurance	3,190.44	58,738.00	(55,547.56)	(1,741.06)	2025 reflected all insurance policies included in Property Insurance. In 2026 each expense is coded to the proper account.
6220	Flood Insurance	3,600.00	4,920.00	(1,320.00)	(36.67)	2025 reflected all insurance policies included in Property Insurance. In 2026 each expense is coded to the proper account.
6239	Total Property Insurance	282,724.54	250,129.74	32,594.80	11.53	

Account	Description	Midtown Redevelopment Authority Reforecast 1/2025 to 12/2025	Midtown Redevelopment Authority Annual Budget 1/2026 to 12/2026	Variance \$ (USD)	Variance %	Notes
4001	Net Operating Income	-	-	-	-	
6240	Total General & Administrative	477,228.22	446,871.99	30,356.23	6.36	
6241	Total Operating Expenses	1,063,792.44	1,038,325.47	25,466.97	2.39	
6998	Total Net Operating Income	(246,010.44)	(8,436.42)	254,446.86	103.43	
6999	Non Operating Expenses	-	-	-	-	
7000	Routine Replacement Exp	-	-	-	-	
7028	Landscape -Upgrades	2,400.00	-	2,400.00	100.00	
7198	Total Routine Replacement Exp	2,400.00	-	2,400.00	100.00	
8000	Non-Recoverable Expenses	-	-	-	-	
8015	NonRec-General & Admin	1,976.02	-	1,976.02	100.00	
8081	Prior Year Expenses	(48,302.64)	-	(48,302.64)	(100.00)	
8099	Total Non-Recoverable Expenses	(46,326.62)	-	(46,326.62)	(100.00)	
9902	Total Non-Operating Expenses	(43,926.62)	-	(43,926.62)	(100.00)	
9998	Total Net Income	(202,083.82)	(8,436.42)	210,520.24	104.17	
	ADJUSTMENTS	-	-	-	-	
1000	Assets	-	-	-	-	
1001	Current Assets	-	-	-	-	
1002	Cash	-	-	-	-	
1010	Operating Account	(149,419.52)	-	149,419.52	100.00	
1060	Total Cash	(149,419.52)	-	149,419.52	100.00	
1089	Other Current Assets	-	-	-	-	
1299	Accounts Receivable	-	-	-	-	
1300	A/R -Rents	(197,789.47)	-	197,789.47	100.00	
1398	Total Accounts Receivable	(197,789.47)	-	197,789.47	100.00	
1399	Prepaid Expenses	-	-	-	-	
1400	Prepaid -Insurance	127,746.30	-	(127,746.30)	(100.00)	
1410	Prepaid -Miscellaneous	4,372.70	-	(4,372.70)	(100.00)	
1415	Total Prepaid Expenses	132,119.00	-	(132,119.00)	(100.00)	
1497	Total Other Current Assets	(65,670.47)	-	65,670.47	100.00	
1498	Total Current Assets	(215,089.99)	-	215,089.99	100.00	
1499	Fixed Assets	-	-	-	-	
1515	Building	-	-	-	-	
1520	Accum Depr-Bldg Sec 754	4,775.25	-	(4,775.25)	(100.00)	
1521	Total Building	4,775.25	-	(4,775.25)	(100.00)	
1522	Building Improvements	-	-	-	-	
1523	Building Improvements	(4,775.25)	-	4,775.25	100.00	
1527	Total Building Improvements	(4,775.25)	-	4,775.25	100.00	
1528	Tenant Improvements	-	-	-	-	
1529	Tenant Improvements	-	(1,041,200.00)	(1,041,200.00)	(100.00)	
1532	Total Tenant Improvements	-	(1,041,200.00)	(1,041,200.00)	(100.00)	
1579	Total Fixed Assets	-	(1,041,200.00)	(1,041,200.00)	(100.00)	
1580	Capital Renovation	-	-	-	-	
1699	Unit Upgrades	-	-	-	-	
1785	Construction Mgmt Fee	-	(21,110.00)	(21,110.00)	(100.00)	
1847	Total Unit Upgrades	-	(21,110.00)	(21,110.00)	(100.00)	
1848	Total Capital Renovation	-	(21,110.00)	(21,110.00)	(100.00)	
1849	Intangible Assets	-	-	-	-	
1888	Leasing Commissions	-	(113,740.20)	(113,740.20)	(100.00)	
1949	Total Intangible Assets	-	(113,740.20)	(113,740.20)	(100.00)	
1999	Total Assets	(215,089.99)	(1,176,050.20)	(960,960.21)	(446.77)	
2000	Liabilities and Owners Equity	-	-	-	-	
2001	Liabilities	-	-	-	-	
2002	Current Liabilities	-	-	-	-	
2003	Accounts Payable	-	-	-	-	
2004	A/P -Trade	8,656.30	-	(8,656.30)	(100.00)	
2010	A/P - Accrued Expenses	52,650.36	-	(52,650.36)	(100.00)	
2015	A/P - Miscellaneous	27,500.00	-	(27,500.00)	(100.00)	
2035	Total Accounts Payable	88,806.66	-	(88,806.66)	(100.00)	
2051	Prepaid Rent	-	-	-	-	
2052	Prepaid Rent	(21,832.22)	-	21,832.22	100.00	
2054	Total Prepaid Rent	(21,832.22)	-	21,832.22	100.00	
2098	Total Current Liabilities	66,974.44	-	(66,974.44)	(100.00)	
2999	Total Liabilities	66,974.44	-	(66,974.44)	(100.00)	

Account	Description	Midtown Redevelopment Authority Reforecast 1/2025 to 12/2025	Midtown Redevelopment Authority Annual Budget 1/2026 to 12/2026	Variance \$ (USD)	Variance %	Notes
4001	Net Operating Income	-	-	-	-	
3000	Owners Equity	-	-	-	-	
3001	Contributed Capital	-	-	-	-	
3002	Contributions	(58,947.06)	-	58,947.06	100.00	
3010	Total Contributed Capital	(58,947.06)	-	58,947.06	100.00	
3450	Retained Earnings	-	-	-	-	
3498	Retained Earnings Prior Year	(232,703.08)	-	232,703.08	100.00	
3500	Total Retained Earnings	(232,703.08)	-	232,703.08	100.00	
3501	Current Year Profit (loss)	-	-	-	-	
3502	Year to Date Profit (Loss)	232,703.08	-	(232,703.08)	(100.00)	
3505	Total Current Year Profit (loss)	232,703.08	-	(232,703.08)	(100.00)	
3998	Total Owners Equity	(58,947.06)	-	58,947.06	100.00	
3999	Total Liabilities and Owners Equity	8,027.38	-	(8,027.38)	(100.00)	
	TOTAL ADJUSTMENTS	(207,062.61)	(1,176,050.20)	(968,987.59)	(467.97)	
	CASH FLOW	(409,146.43)	(1,184,486.62)	(775,340.19)	(189.50)	

2026 Budget Reports

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2026 Cash Flow Budget Report

Detailed Budget Explanations

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2026 Operating Budget Summary YTD

138

	2025 Reforecast	2026 Budget	\$ Variance
Income	\$817,782	\$1,029,889	\$212,107
Operating expenses	\$1,063,792	\$1,038,325	\$ 25,467
Net operating income	(\$246,010)	(\$8,436)	\$254,447
Net cash flow	(\$409,146)	(\$ 1,184,487)	(\$ 775,340)

Account	Description	Annual \$/	Annual Total	1/2026	2/2026	3/2026	4/2026	5/2026	6/2026	7/2026	8/2026	9/2026	10/2026	11/2026	12/2026
6239	Total Property Insurance	4,3591	250,129.74	20,206.40	20,206.40	20,206.40	20,226.40	20,226.40	21,216.82	21,216.82	21,486.82	21,216.82	21,216.82	21,216.82	21,486.82
6240	Total General & Administrative	7,7878	446,871.99	39,721.40	38,147.40	37,407.40	35,845.40	38,114.40	38,054.82	36,491.82	36,435.82	36,077.82	36,318.24	35,783.24	38,474.23
6241	Total Operating Expenses	18,0953	1,038,325.47	98,298.08	96,827.16	83,152.08	86,798.08	93,383.16	75,730.50	81,898.50	80,445.58	77,302.50	98,087.92	85,102.00	79,299.91
6998	Total Net Operating Income	(0.1470)	(8,436.42)	(53,192.90)	(53,721.98)	(38,046.90)	(19,611.46)	(17,851.05)	(198.39)	22,746.47	24,199.39	31,788.71	21,226.03	34,211.95	40,013.71
9998	Total Net Income	(0.1470)	(8,436.42)	(53,192.90)	(53,721.98)	(38,046.90)	(19,611.46)	(17,851.05)	(198.39)	22,746.47	24,199.39	31,788.71	21,226.03	34,211.95	40,013.71
	ADJUSTMENTS														
1000	Assets														
1499	Fixed Assets														
1528	Tenant Improvements														
1529	Tenant Improvements	(18,1454)	(1,041,200.00)	(1,700.00)	-	-	(135,200.00)	(249,000.00)	-	(348,800.00)	-	(133,300.00)	(173,200.00)	-	-
1532	Total Tenant Improvements	(18,1454)	(1,041,200.00)	(1,700.00)	-	-	(135,200.00)	(249,000.00)	-	(348,800.00)	-	(133,300.00)	(173,200.00)	-	-
1579	Total Fixed Assets	(18,1454)	(1,041,200.00)	(1,700.00)	-	-	(135,200.00)	(249,000.00)	-	(348,800.00)	-	(133,300.00)	(173,200.00)	-	-
1580	Capital Renovation														
1699	Unit Upgrades														
1785	Construction Mgmt Fee	(0,3679)	(21,110.00)	-	-	-	-	(12,450.00)	-	-	-	-	(8,660.00)	-	-
1847	Total Unit Upgrades	(0,3679)	(21,110.00)	-	-	-	-	(12,450.00)	-	-	-	-	(8,660.00)	-	-
1848	Total Capital Renovation	(0,3679)	(21,110.00)	-	-	-	-	(12,450.00)	-	-	-	-	(8,660.00)	-	-
1849	Intangible Assets														
1888	Leasing Commissions	(1,9822)	(113,740.20)	-	-	-	(37,507.20)	(16,434.00)	-	(41,901.60)	-	-	(17,897.40)	-	-
1949	Total Intangible Assets	(1,9822)	(113,740.20)	-	-	-	(37,507.20)	(16,434.00)	-	(41,901.60)	-	-	(17,897.40)	-	-
1999	Total Assets	(20,4955)	(1,176,050.20)	(1,700.00)	-	-	(172,707.20)	(277,884.00)	-	(390,701.60)	-	(133,300.00)	(199,757.40)	-	-
	TOTAL ADJUSTMENTS	(20,4955)	(1,176,050.20)	(1,700.00)	-	-	(172,707.20)	(277,884.00)	-	(390,701.60)	-	(133,300.00)	(199,757.40)	-	-
	CASH FLOW	(20,6425)	(1,184,486.62)	(54,892.90)	(53,721.98)	(38,046.90)	(192,318.66)	(295,735.05)	(198.39)	(367,955.13)	24,199.39	(101,511.29)	(178,531.37)	34,211.95	40,013.71

2026 Prospective Tenants

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Current Rent Roll
2026 Rent Roll

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Tenancy Schedule I

Property: 3130 As of Date: 12/31/2025 By Property

147

Notes : 1. * Future Active lease / Future Active Amendment 2. ** Pending Amendments 3. *** Past / Superseded Amendments

Property	Unit(s)	Lease	Lease Type	Area	Lease From	Lease To	Term	Tenancy Years	Monthly Rent	Monthly Rent/Area	Annual Rent	Annual Rent/Area	Annual Rec./Area	Annual Misc/Area	Security Deposit Received	LOC Amount/ Bank Guarantee
Midtown Redevelopment Authority (3130)	3130_100	Honeycomb Clinic, LLC (t0000984)	Office Net	9,239.00	10/01/2025	12/31/2030	63	0.25	0.00	0.00	0.00	0.00	18.42	1.23	30,750.47	0.00
	Rent Steps	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount		
		ABT	Rent	3130_100	GLA	9,239.00	10/01/2025	12/31/2025	-14,243.46	-1.54	-	-18.50	0.00	-		
		RNT	Rent	3130_100	GLA	9,239.00	10/01/2025	08/31/2026	14,243.46	1.54	170,921.52	18.50	0.00	170,921.52		
		RNT	Rent	3130_100	GLA	9,239.00	09/01/2026	08/31/2027	14,674.61	1.58	176,095.32	19.06	0.00	176,095.32		
		RNT	Rent	3130_100	GLA	9,239.00	09/01/2027	08/31/2028	15,113.46	1.63	181,361.52	19.63	0.00	181,361.52		
		RNT	Rent	3130_100	GLA	9,239.00	09/01/2028	08/31/2029	15,567.72	1.68	186,812.64	20.22	0.00	186,812.64		
		RNT	Rent	3130_100	GLA	9,239.00	09/01/2029	08/31/2030	16,029.67	1.73	192,356.04	20.82	0.00	192,356.04		
		RNT	Rent	3130_100	GLA	9,239.00	09/01/2030	12/31/2030	16,507.01	1.78	198,084.12	21.44	0.00	198,084.12		
	Charge Schedules	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount		
		ABT	Rent	3130_100	GLA	9,239.00	10/01/2025	12/31/2025	-14,243.46	-1.54	-	-18.50	0.00	-		
		CAMest	CAM	3130_100	GLA	9,239.00	10/01/2025	12/31/2030	14,180.39	1.53	170,164.68	18.41	0.00	170,164.68		
		PRK	Misc	3130_100	GLA	9,239.00	10/01/2025	12/31/2030	945.00	0.10	11,340.00	1.22	0.00	11,340.00		
		RNT	Rent	3130_100	GLA	9,239.00	10/01/2025	08/31/2026	14,243.46	1.54	170,921.52	18.50	0.00	170,921.52		
Midtown Redevelopment Authority (3130)	3130_200	Community Room (t0000292)	Office Gross	1,676.00	07/01/2023	06/30/2033	120	2.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Midtown Redevelopment Authority (3130)	3130_225	Old Spanish Trail/Alameda Corridor Redevelopment (t0000019)	Office Net	3,630.00	07/01/2023	06/30/2028	60	2.50	2,568.23	0.71	30,818.76	8.49	18.39	0.69	2,722.50	0.00
	Rent Steps	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount		
		RNT	Rent	3130_225	GLA	3,630.00	07/01/2025	06/30/2026	2,568.23	0.70	30,818.76	8.49	0.00	30,818.76		
		RNT	Rent	3130_225	GLA	3,630.00	07/01/2026	06/30/2027	2,643.85	0.72	31,726.20	8.74	0.00	31,726.20		
		RNT	Rent	3130_225	GLA	3,630.00	07/01/2027	06/30/2028	2,722.50	0.75	32,670.00	9.00	0.00	32,670.00		
	Charge Schedules	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount		
		PRK	Misc	3130_225	GLA	3,630.00	10/23/2023	06/30/2028	210.00	0.05	2,520.00	0.69	0.00	2,520.00		

Tenancy Schedule I

Property: 3130 As of Date: 12/31/2025 By Property

Notes : 1. * Future Active lease / Future Active Amendment 2. ** Pending Amendments 3. *** Past / Superseded Amendments

Property	Unit(s)	Lease	Lease Type	Area	Lease From	Lease To	Term	Tenancy Years	Monthly Rent	Monthly Rent/Area	Annual Rent	Annual Rent/Area	Annual Rec./Area	Annual Misc./Area	Security Deposit Received	LOC Amount/ Bank Guarantee
		CAMest	CAM	3130_225	GLA	3,630.00	01/01/2025	06/30/2028	5,561.90	1.53	66,742.80	18.38	0.00	66,742.80		
		RNT	Rent	3130_225	GLA	3,630.00	07/01/2025	06/30/2026	2,568.23	0.70	30,818.76	8.49	0.00	30,818.76		
Midtown Redevelopment Authority (3130)	3130_250	Center for Civic & Public Policy Improvement (CCPPI) (t0000291)	Office Gross	3,061.00	07/01/2023	06/30/2033	120	2.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Midtown Redevelopment Authority (3130)	3130_270	Third Ward Community and Houston Urban League (t0000017)	Office Net	3,395.00	04/01/2024	03/31/2029	60	1.75	2,263.33	0.67	27,159.96	8.00	18.39	1.24	2,263.33	0.00
	Rent Steps	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount		
		RNT	Rent	3130_270	GLA	3,395.00	04/01/2025	03/31/2026	2,263.33	0.66	27,159.96	8.00	0.00	27,159.96		
		RNT	Rent	3130_270	GLA	3,395.00	04/01/2026	03/31/2027	2,263.33	0.66	27,159.96	8.00	0.00	27,159.96		
		RNT	Rent	3130_270	GLA	3,395.00	04/01/2027	03/31/2028	2,263.33	0.66	27,159.96	8.00	0.00	27,159.96		
		RNT	Rent	3130_270	GLA	3,395.00	04/01/2028	03/31/2029	2,263.33	0.66	27,159.96	8.00	0.00	27,159.96		
	Charge Schedules	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount		
		PRK	Misc	3130_270	GLA	3,395.00	04/01/2024	03/31/2029	350.00	0.10	4,200.00	1.23	0.00	4,200.00		
		CAMest	CAM	3130_270	GLA	3,395.00	04/01/2025	03/31/2029	5,201.83	1.53	62,421.96	18.38	0.00	62,421.96		
		RNT	Rent	3130_270	GLA	3,395.00	04/01/2025	03/31/2026	2,263.33	0.66	27,159.96	8.00	0.00	27,159.96		
Midtown Redevelopment Authority (3130)	3130_279	Management Office (t0000704)	Office Gross	152.00	04/01/2024	12/31/2033	117	1.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Midtown Redevelopment Authority (3130)	3130_400	Change Happens! (00002777)	Office Net	13,028.00	06/01/2023	03/31/2034	130	2.58	23,884.67	1.83	286,616.04	22.00	18.39	1.15	27,684.50	0.00
	Rent Steps	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount		
		ABT	Rent	3130_400	GLA	13,028.00	06/01/2026	06/30/2026	-24,427.50	-1.87	-	-22.50	0.00	-		
		ABT	Rent	3130_400	GLA	13,028.00	06/01/2027	06/30/2027	-24,970.33	-1.91	-	-23.00	0.00	-		
		RNT	Rent	3130_400	GLA	13,028.00	06/01/2025	05/31/2026	23,884.67	1.83	286,616.04	22.00	0.00	286,616.04		
		RNT	Rent	3130_400	GLA	13,028.00	06/01/2026	05/31/2027	24,427.50	1.87	293,130.00	22.50	0.00	293,130.00		
		RNT	Rent	3130_400	GLA	13,028.00	06/01/2027	05/31/2028	24,970.33	1.91	299,643.96	23.00	0.00	299,643.96		

Tenancy Schedule I

Property: 3130 As of Date: 12/31/2025 By Property

149

Notes : 1. * Future Active lease / Future Active Amendment 2. ** Pending Amendments 3. *** Past / Superseded Amendments

Property	Unit(s)	Lease	Lease Type	Area	Lease From	Lease To	Term	Tenancy Years	Monthly Rent	Monthly Rent/Area	Annual Rent	Annual Rent/Area	Annual Rec./Area	Annual Misc/Area	Security Deposit Received	LOC Amount/ Bank Guarantee
		RNT	Rent	3130_400	GLA	13,028.00	06/01/2028	05/31/2029	25,513.17	1.95	306,158.04	23.50	0.00	306,158.04		
		RNT	Rent	3130_400	GLA	13,028.00	06/01/2029	05/31/2030	26,056.00	2.00	312,672.00	24.00	0.00	312,672.00		
		RNT	Rent	3130_400	GLA	13,028.00	06/01/2030	05/31/2031	26,598.83	2.04	319,185.96	24.50	0.00	319,185.96		
		RNT	Rent	3130_400	GLA	13,028.00	06/01/2031	05/31/2032	27,141.67	2.08	325,700.04	25.00	0.00	325,700.04		
		RNT	Rent	3130_400	GLA	13,028.00	06/01/2032	03/31/2034	27,684.50	2.12	332,214.00	25.50	0.00	332,214.00		
Charge Schedules	Charge	Type	Unit	Area Label	Area	From	To	Monthly Amt	Amt/Area	Annual	Annual/Area	Management Fee	Annual Gross Amount			
	PRK	Misc	3130_400	GLA	13,028.00	06/01/2023	10/31/2028	-250.00	-0.01	-3,000.00	-0.23	0.00	-3,000.00			
	PRK	Misc	3130_400	GLA	13,028.00	06/01/2023	03/31/2034	450.00	0.03	5,400.00	0.41	0.00	5,400.00			
	PRK	Misc	3130_400	GLA	13,028.00	06/01/2023	03/31/2034	1,050.00	0.08	12,600.00	0.96	0.00	12,600.00			
	CAMest	CAM	3130_400	GLA	13,028.00	01/01/2025	03/31/2034	19,961.55	1.53	239,538.60	18.38	0.00	239,538.60			
	RNT	Rent	3130_400	GLA	13,028.00	06/01/2025	05/31/2026	23,884.67	1.83	286,616.04	22.00	0.00	286,616.04			
Midtown Redevelopment Authority (3130)	3130_525	CCPPI (t0000321)	Office Gross	1,699.00	10/23/2023	06/30/2033	117	2.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Midtown Redevelopment Authority (3130)	3130_300	VACANT		6,837.00												
Midtown Redevelopment Authority (3130)	3130_325	VACANT		1,821.00												
Midtown Redevelopment Authority (3130)	3130_350	VACANT		1,737.00												
Midtown Redevelopment Authority (3130)	3130_375	VACANT		1,352.00												
Midtown Redevelopment Authority (3130)	3130_500	VACANT		2,490.00												
Midtown Redevelopment Authority (3130)	3130_550	VACANT		1,756.00												
Midtown Redevelopment Authority (3130)	3130_575	VACANT		1,333.00												
Midtown Redevelopment Authority (3130)	330	VACANT		0.00												
Midtown Redevelopment Authority (3130)	340	VACANT		0.00												

Tenancy Schedule I

Property: 3130 As of Date: 12/31/2025 By Property

150

Notes : 1. * Future Active lease / Future Active Amendment 2. ** Pending Amendments 3. *** Past / Superseded Amendments

Property	Unit(s)	Lease	Lease Type	Area	Lease From	Lease To	Term	Tenancy Years	Monthly Rent	Monthly Rent/Area	Annual Rent	Annual Rent/Area	Annual Rec./Area	Annual Misc/Area	Security Deposit Received	LOC Amount/ Bank Guarantee
Midtown Redevelopment Authority (3130)	360	VACANT		0.00												
Midtown Redevelopment Authority (3130)	X-FACTOR	VACANT		4,175.00												

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Rent Roll															
Property: 3130 From Date: 12/31/2026 By Property															
Property	Unit(s)	Lease	Lease Type	Area	Lease From	Lease To	Term	Monthly Rent	Monthly Rent	Annual Rent	Annual Rent	Annual Rec.	Annual Misc	Security Deposit	LOC Amount/ Bank Guarantee
								Per Area	Per Area	Per Area	Per Area				
3130 - Midtown Redevelopment Authority,Houston															
Current Leases															
3130	3130_100	Honeycomb Clinic, LLC	Office Net	9,239.00	10/1/2025	12/31/2030	63.00	14,674.61	1.59	176,095.32	19.06	18.42	1.23	30,750.47	0.00
3130	3130_200	Community Room	Office Gross	1,676.00	7/1/2023	6/30/2033	120.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3130	3130_225	Old Spanish Trail/Alameda Corridor Redevelopment	Office Net	3,630.00	7/1/2023	6/30/2028	60.00	2,643.85	0.73	31,726.20	8.74	18.39	0.69	2,722.50	0.00
3130	3130_250	Center for Civic & Public Policy Improvement (CCPPI)	Office Gross	3,061.00	7/1/2023	6/30/2033	120.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3130	3130_270	Third Ward Community and Houston Urban League	Office Net	3,395.00	4/1/2024	3/31/2029	60.00	2,263.33	0.67	27,159.96	8.00	18.39	1.24	2,263.33	0.00
3130	3130_279	Management Office	Office Gross	152.00	4/1/2024	12/31/2033	117.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3130	3130_400	Change Happens!	Office Net	13,028.00	6/1/2023	3/31/2034	130.00	24,427.50	1.88	293,130.00	22.50	18.39	1.15	27,684.50	0.00
3130	3130_525	CCPPI	Office Gross	1,699.00	10/23/2023	6/30/2033	117.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3130	3130_300	VACANT		6,837.00				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3130	3130_325	VACANT		1,821.00				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3130	3130_350	VACANT		1,737.00				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3130	3130_375	VACANT		1,352.00				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3130	3130_500	VACANT		2,490.00				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3130	3130_550	VACANT		1,756.00				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3130	3130_575	VACANT		1,333.00				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3130	330	VACANT		0.00				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3130	340	VACANT		0.00				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3130	360	VACANT		0.00				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3130	X-FACTOR	VACANT		4,175.00				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Current				57,381.00				44,009.29	0.77	528,111.48	9.20	9.39	0.58	63,420.80	0.00
	Total Units		Total Area	Percentage	Monthly Rent	Annual Rent									
Occupied	8.00		35,880.00	62.53	44,009.29	528,111.48									
Vacant	11.00		21,501.00	37.47	0.00	0.00									
Total	19.00		57,381.00		44,009.29	528,111.48									

2026 CAM, Tax and Insurance Report

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Recovery Calculation

Expense Year End: 12/2026

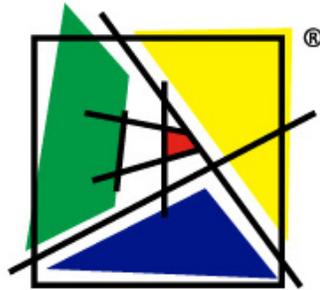
Units	Recovery Group	Expense Pool	Expense Pool	Expense Cap	Total Expenses	No of Days	Proration %	Prorated Expenses	Net Expenses Over Base	% Share	Share of Expenses	Net Share of Expenses	Share Per Area	Annual Amount	Monthly Amount
Midtown Redevelopment Authority(3130), c/o PCR Property Services : Annual Budget : 1/2026 - 12/2026															
(tC9996C4) - Honeycomb Clinic, LLC															
3130_100	CAM	ins	250,129.74	0.00	250,129.74	365	0.000000	250,129.74	250,129.74	16.10	40,273.76	40,273.76	4.36	40,273.76	
3130_100	CAM	util	120,109.00	0.00	120,109.00	365	0.000000	120,109.00	120,109.00	16.10	19,338.93	19,338.93	2.09	19,338.93	
3130_100	CAM	mgmt fee	42,238.31	0.00	42,238.31	365	0.000000	42,238.31	42,238.31	16.10	6,800.85	6,800.85	0.74	6,800.85	
3130_100	CAM	specofc	625,848.48	0.00	625,848.48	365	0.000000	625,848.48	625,848.48	16.10	100,768.79	100,768.79	10.91	100,768.79	
Total tC9996C4					1,038,325.53			1,038,325.53			167,182.33	18.10	167,182.33	13,931.86	
(tECD43F2) - Old Spanish Trail/Alameda Corridor Redevelopment															
3130_225	CAM	ins	250,129.74	0.00	250,129.74	365	0.000000	250,129.74	250,129.74	6.33	15,823.55	15,823.55	4.36	15,823.55	
3130_225	CAM	util	120,109.00	0.00	120,109.00	365	0.000000	120,109.00	120,109.00	6.33	7,598.26	7,598.26	2.09	7,598.26	
3130_225	CAM	mgmt fee	42,238.31	0.00	42,238.31	365	0.000000	42,238.31	42,238.31	6.33	2,672.05	2,672.05	0.74	2,672.05	
3130_225	CAM	specofc	625,848.48	0.00	625,848.48	365	0.000000	625,848.48	625,848.48	6.33	39,592.03	39,592.03	10.91	39,592.03	
Total tECD43F2					1,038,325.53			1,038,325.53			65,685.89	18.10	65,685.89	5,473.82	
(t00D5FDE) - Third Ward Community and Houston Urban League															
3130_270	CAM	ins	250,129.74	0.00	250,129.74	365	0.000000	250,129.74	250,129.74	5.92	14,799.16	14,799.16	4.36	14,799.16	
3130_270	CAM	util	120,109.00	0.00	120,109.00	365	0.000000	120,109.00	120,109.00	5.92	7,106.36	7,106.36	2.09	7,106.36	
3130_270	CAM	mgmt fee	42,238.31	0.00	42,238.31	365	0.000000	42,238.31	42,238.31	5.92	2,499.07	2,499.07	0.74	2,499.07	
3130_270	CAM	specofc	625,848.48	729,307.56	625,848.48	365	0.000000	625,848.48	625,848.48	5.92	37,028.91	37,028.91	10.91	37,028.91	
Total t00D5FDE					1,038,325.53			1,038,325.53			61,433.50	18.10	61,433.50	5,119.46	
(td331634) - Leasing Assumption															
3130_350	CAM	ins	250,129.74	0.00	250,129.74	184	50.411000	126,092.80	126,092.80	3.03	3,817.00	3,817.00	2.20	3,817.00	
3130_350	CAM	util	120,109.00	0.00	120,109.00	184	50.411000	60,548.10	60,548.10	3.03	1,832.87	1,832.87	1.06	1,832.87	
3130_350	CAM	mgmt fee	42,238.31	0.00	42,238.31	184	50.411000	21,292.74	21,292.74	3.03	644.56	644.56	0.37	644.56	
3130_350	CAM	specofc	625,848.48	0.00	625,848.48	184	50.411000	315,496.22	315,496.22	3.03	9,550.49	9,550.49	5.50	9,550.49	
Total td331634					1,038,325.53			523,429.86			15,844.92	9.12	15,844.92	2,640.82	
(t1c45f4c) - Leasing Assumption															
3130_360	CAM	ins	250,129.74	0.00	250,129.74	92	25.205500	63,046.40	63,046.40	3.02	1,903.01	1,903.01	1.10	1,903.01	
3130_360	CAM	util	120,109.00	0.00	120,109.00	92	25.205500	30,274.05	30,274.05	3.02	913.80	913.80	0.53	913.80	
3130_360	CAM	mgmt fee	42,238.31	0.00	42,238.31	92	25.205500	10,646.37	10,646.37	3.02	321.35	321.35	0.19	321.35	
3130_360	CAM	specofc	625,848.48	0.00	625,848.48	92	25.205500	157,748.11	157,748.11	3.02	4,761.50	4,761.50	2.75	4,761.50	
Total t1c45f4c					1,038,325.53			261,714.93			7,899.66	4.56	7,899.66	2,633.22	
(t2cf9b44) - Leasing Assumption															
3130_375	CAM	ins	250,129.74	0.00	250,129.74	275	75.342500	188,453.91	188,453.91	2.36	4,440.32	4,440.32	3.28	4,440.32	
3130_375	CAM	util	120,109.00	0.00	120,109.00	275	75.342500	90,493.08	90,493.08	2.36	2,132.18	2,132.18	1.58	2,132.18	
3130_375	CAM	mgmt fee	42,238.31	0.00	42,238.31	275	75.342500	31,823.38	31,823.38	2.36	749.82	749.82	0.55	749.82	
3130_375	CAM	specofc	625,848.48	0.00	625,848.48	275	75.342500	471,529.68	471,529.68	2.36	11,110.09	11,110.09	8.22	11,110.09	
Total t2cf9b44					1,038,325.53			782,300.05			18,432.41	13.63	18,432.41	2,048.05	
(t79c7ec0) - Leasing Assumption															
3130_400	CAM	ins	250,129.74	0.00	250,129.74	92	25.205500	63,046.40	63,046.40	3.00	1,892.02	1,892.02	1.10	1,892.02	

Recovery Calculation

Expense Year End: 12/2026

Units	Recovery Group	Expense Pool	Expense Pool	Expense Cap	Total Expenses	No of Days	Proration %	Prorated Expenses	Net Expenses Over Base	% Share	Share of Expenses	Net Share of Expenses	Share Per Area	Annual Amount	Monthly Amount
3130_400	CAM	util	120,109.00	0.00	120,109.00	92	25.205500	30,274.05	30,274.05	3.00	908.52	908.52	0.53	908.52	
3130_400	CAM	mgmt fee	42,238.31	0.00	42,238.31	92	25.205500	10,646.37	10,646.37	3.00	319.50	319.50	0.19	319.50	
3130_400	CAM	specofc	625,848.48	0.00	625,848.48	92	25.205500	157,748.11	157,748.11	3.00	4,734.01	4,734.01	2.75	4,734.01	
Total t79c7ec0					1,038,325.53				261,714.93			7,854.05	4.56	7,854.05	2,618.02
(t0a956fa) - Leasing Assumption															
3130_401	CAM	ins	250,129.74	0.00	250,129.74	184	50.411000	126,092.80	126,092.80	9.85	12,422.28	12,422.28	2.20	12,422.28	
3130_401	CAM	util	120,109.00	0.00	120,109.00	184	50.411000	60,548.10	60,548.10	9.85	5,965.01	5,965.01	1.06	5,965.01	
3130_401	CAM	mgmt fee	42,238.31	0.00	42,238.31	184	50.411000	21,292.74	21,292.74	9.85	2,097.70	2,097.70	0.37	2,097.70	
3130_401	CAM	specofc	625,848.48	0.00	625,848.48	184	50.411000	315,496.22	315,496.22	9.85	31,081.72	31,081.72	5.50	31,081.72	
Total t0a956fa					1,038,325.53				523,429.86			51,566.71	9.12	51,566.71	8,594.45
(ta4fdae9) - Leasing Assumption															
3130_402	CAM	ins	250,129.74	0.00	250,129.74	275	75.342500	188,453.91	188,453.91	9.85	18,565.90	18,565.90	3.28	18,565.90	
3130_402	CAM	util	120,109.00	0.00	120,109.00	275	75.342500	90,493.08	90,493.08	9.85	8,915.10	8,915.10	1.58	8,915.10	
3130_402	CAM	mgmt fee	42,238.31	0.00	42,238.31	275	75.342500	31,823.38	31,823.38	9.85	3,135.14	3,135.14	0.55	3,135.14	
3130_402	CAM	specofc	625,848.48	0.00	625,848.48	275	75.342500	471,529.68	471,529.68	9.85	46,453.66	46,453.66	8.22	46,453.66	
Total ta4fdae9					1,038,325.53				782,300.05			77,069.80	13.63	77,069.80	8,563.31
(te31b7eb) - Leasing Assumption															
3130_500	CAM	ins	250,129.74	0.00	250,129.74	245	67.123300	167,895.30	167,895.30	4.34	7,285.67	7,285.67	2.93	7,285.67	
3130_500	CAM	util	120,109.00	0.00	120,109.00	245	67.123300	80,621.11	80,621.11	4.34	3,498.48	3,498.48	1.41	3,498.48	
3130_500	CAM	mgmt fee	42,238.31	0.00	42,238.31	245	67.123300	28,351.74	28,351.74	4.34	1,230.30	1,230.30	0.49	1,230.30	
3130_500	CAM	specofc	625,848.48	0.00	625,848.48	245	67.123300	420,090.08	420,090.08	4.34	18,229.45	18,229.45	7.32	18,229.45	
Total te31b7eb					1,038,325.53				696,958.23			30,243.90	12.15	30,243.90	3,780.49
(tf4a8f5d) - Leasing Assumption															
3130_550	CAM	ins	250,129.74	0.00	250,129.74	184	50.411000	126,092.80	126,092.80	3.06	3,858.75	3,858.75	2.20	3,858.75	
3130_550	CAM	util	120,109.00	0.00	120,109.00	184	50.411000	60,548.10	60,548.10	3.06	1,852.92	1,852.92	1.06	1,852.92	
3130_550	CAM	mgmt fee	42,238.31	0.00	42,238.31	184	50.411000	21,292.74	21,292.74	3.06	651.61	651.61	0.37	651.61	
3130_550	CAM	specofc	625,848.48	0.00	625,848.48	184	50.411000	315,496.22	315,496.22	3.06	9,654.96	9,654.96	5.50	9,654.96	
Total tf4a8f5d					1,038,325.53				523,429.86			16,018.24	9.12	16,018.24	2,669.71
(t93b8c1a) - Leasing Assumption															
3130_575	CAM	ins	250,129.74	0.00	250,129.74	122	33.424700	83,605.01	83,605.01	2.32	1,942.20	1,942.20	1.46	1,942.20	
3130_575	CAM	util	120,109.00	0.00	120,109.00	122	33.424700	40,146.02	40,146.02	2.32	932.62	932.62	0.70	932.62	
3130_575	CAM	mgmt fee	42,238.31	0.00	42,238.31	122	33.424700	14,118.01	14,118.01	2.32	327.97	327.97	0.25	327.97	
3130_575	CAM	specofc	625,848.48	0.00	625,848.48	122	33.424700	209,187.71	209,187.71	2.32	4,859.57	4,859.57	3.65	4,859.57	
Total t93b8c1a					1,038,325.53				347,056.75			8,062.36	6.05	8,062.36	2,015.59
Total Midtown Redevelopment Authority(3130) , c/o PCR Property Se					12,459,906.36				7,817,311.11			527,293.77	136.24	527,293.77	

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8.a.

MIDTOWN PLANTING
IMPROVEMENT PHASE I
CONSTRUCTION MANAGEMENT

AGENDA ITEM	Midtown Planting Improvements Phase 1 – Construction Management & Inspection Work Order
REQUEST	Authorize the execution of work order by the appropriate officers of the Authority in an amount not to exceed \$40,858.00 as part of existing professional services agreement with IDS Engineering Group to provide construction management and inspection services for the Midtown Planting Improvements Phase 1 project.
ITEM HISTORY	<p>March 2025: Midtown Parks Conservancy held public procurement process for landscape improvements at Midtown Park, Bagby Park, and Bagby Street streetscape (St Joseph Parkway to Tuam Street)</p> <p>January 2026: Midtown Redevelopment Authority Board authorizes award of construction contract to Landscape Art in amount of \$1,013,340.72.</p>
DESCRIPTION	<p>Authority Staff is requesting authorization of \$40,858.00 of the budget allocated for T-0207 – Operating of Zone & Project Facilities to enter into an agreement to manage and inspect the construction process for landscape improvements at Midtown Park, Bagby Park, and Bagby Street streetscape (St Joseph Parkway to Tuam Street). The project includes site preparation, installation of new plant material (shrubs, perennials, groundcover, trees), and installation of aggregate surfacing.</p> <p>The Construction Management & Inspection scope of work includes construction project management, contract administration, documentation control, and technical onsite inspection to ensure contractor compliance.</p> <p>This is a continuation of work previously provided by IDS Engineering Group. IDS is a pre-qualified firm to provide Construction Management and Inspection Services to MRA as selected through a competitive Request for Qualifications (RFQ) process.</p>
CONTACTS	MRA: Marlon Marshall, Sr. Director, Engineering and Strategic Development

ATTACHMENT B

Form of Work Order

WORK ORDER NO. 7

This Work Order No. 7 (this "Work Order") is issued subject to and is governed by that certain Professional Services Agreement between Midtown and Consultant dated as of Nov. 4, 2021 (the "PSA").

Work Order Date: February 19, 2026

Consultant: IDS Engineering Group

Type of Compensation: Cost Plus, Time & Materials, Firm Fixed Price, Lump Sum (Circle and set forth price if Firm Fixed Price or Lump Sum)

Compensation: \$ 40,858

Location of Services: Midtown Planting Improvements Phase 1

Description of Services: Construction Management & Inspection Services (see attached)

Schedule Requirements: Commencement of Services: 2/19/2026

Completion of Services: 8/19/2026

Midtown:

MIDTOWN REDEVELOPMENT
AUTHORITY

By: _____

Printed Name and Title

Date: _____

Consultant:

IDS Engineering Group

By: Carol D. Harrison

Carol Harrison, P.E., Vice President of Public Works
Printed Name and Title

Date: February 19, 2026

[End of Attachment B]



February 16, 2026

Midtown Redevelopment Authority
410 Pierce, Ste. 355
Houston, Texas 77002

Attention: Mr. Marlon Marshall

Reference: Construction Management and Inspection Services (CM&I)
for Midtown Planting Improvements Phase 1
Houston, Texas
IDS Project No. 1174-017-00

Dear Mr. Marshall:

IDS Engineering Group (IDS) is pleased to present our proposal to provide construction management and inspection services (CM&I) for the Midtown Planting Improvements Phase 1 for Midtown Redevelopment Authority (Owner). The anticipated duration of the project is 90 calendar days. Project representation by the Construction Manager, Construction Administrator, and Field Observer will vary over the course of the project and will be dependent on construction activities. IDS will provide construction management, construction administration and construction observation services. No construction materials testing (CMT) is required for this project.

Specifically, our services will include the following items:

1. CONSTRUCTION PROJECT MANAGEMENT SERVICES

- A. Familiarization with studies, reports, etc., prepared in advance of or during design of the Project.
- B. Review of working drawings and specifications related to the Project design where appropriate. Provide advice and consultation concerning such documents, including particularly their adequacy, accuracy and constructability.
- C. Conduct the pre-construction conference, and record and distribute the meeting minutes.
- D. Conduct progress and coordination meetings that include the Owner, Design Team, Contractor and others prior to and during the construction phase of the Project and/or coordinate the above-mentioned parties.
- E. Discuss design clarifications and recommendations with Owner and Design Team to assist in resolving field problems relating to the construction.
- F. Monitor construction progress and schedule. Review the Contractor's schedule to ensure that it indicates duration, sequencing for major construction activities, and

- identifies critical activities. Monitor and report the status of key decisions and issues influential to the progress of the work.
- G. Administer the construction contract to achieve timely completion of the construction of the Project.
 - H. Prepare and process construction contract change orders. Maintain a record of all field orders, directives, time extensions, and requests for information, proposals, and change orders. Evaluate and negotiate change orders as authorized and approved by the Owner and make recommendations regarding change orders to the Owner.
 - I. Provide advice, reviews, and assistance to the Owner and Design Team in connection with the construction of the Project.
 - J. Assist with the analysis and defense of claims relating to the Project and maintain Project records to support this effort.
 - K. Assist Owner and Design Team with all utility corporations and governmental agencies regarding crossings, closings, and/or relocations. These shall include but not be limited to: railroads, transit lines, power companies, telephone and telegraph companies, gas line corporations, adjacent municipalities, county agencies, water supply and sewerage districts, drainage and levee districts, and other local public entities.
 - L. Perform review, coordination, and liaison work between Owner and Design Team, and interested public or private entities to achieve maximum efficiency and continuity in the construction of Project.
 - M. Perform, together with the Owner's representatives, observations of the construction site to determine the dates of substantial and final completion of the work. Construction Project Manager shall make a recommendation to the Owner as to the proper date for the issuance of the final certificate of payment.
 - N. Observe the construction site, together with the Owner, no less than thirty days and no more than forty-five days before the expiration of the correction period established by the Contract Documents. Further, the Construction Project Manager, within fourteen days after such observation, shall furnish the Owner with a written report enumerating items that require repair or replacement as provided under the correction period provisions of the Contract Documents.
 - O. Ensure that closeout documents are submitted and processed in a timely fashion, including coordination of the final estimate.
 - P. Assist in the completion and acceptance procedures and tests required for the Project.

2. CONSTRUCTION ADMINISTRATION SERVICES

- A. Processing of product submittals, laboratory, shop, and mill tests of material and equipment for general conformity with Construction Document requirements and report to the Owner in writing on such matters.
- B. Processing of all Request for Information (RFI) and maintaining a log of all such documents for the duration of the construction process.
- C. Establish and Maintain Document Control (Filing) System to include all records, certificates, guarantees, warranties and releases required from the construction contractor(s). Maintain an all-inclusive file for transmittal to the Owner at the completion of the Project.

3. PROJECT CONTROLS SERVICES

- A. Prepare and distribute, as required, monthly status reports to include budget information, current estimates of Construction Cost and schedule, obligations and action items required, status of change orders, anticipated change orders, expenditures and estimated cost at completion, contractor payment reports, and other information necessary to define the current Project status.
- B. Maintain a record of all field orders, directives, time extensions, and requests for information, proposals, and change orders.

4. CONSTRUCTION OBSERVATION SERVICES

Such services shall consist of the close, technical, on-site examination of the materials, structures, equipment and workmanship and methods used by the construction contractor to ensure that the Project is constructed in compliance with the Construction Documents and according to good construction practices. Such services shall include, but not be limited to, the following:

- A. Provide on-site observation of the progress and quality of work for the construction contract. Advise the Owner of any observed deviations from the Construction Documents in a timely manner so as to minimize delay in the progress of the work.
- B. Inspect and observe the construction contractor's activities to verify that the work complies with the Construction Documents for the Project. Notify the Owner if the construction contractor's work is not in compliance with Construction Documents including all addendums and change orders and notify the Owner of any failure of the construction contractor to take measures to place such work in compliance.
- C. Inspect and observe the materials and equipment being incorporated into the work to assure that they are handled, stored and installed properly and adequately and are in compliance with the Construction Documents for the Project.

- D. Identify problems encountered in accomplishing the work and recommend the appropriate action to the Owner for resolution of problems to minimize impact on timely completion of the Project.
- E. Attend and participate in meetings with the Owner and the construction contractor(s) when requested by the Owner.
- F. Maintain a daily progress report to record work performed and significant job events.
- G. Assemble and maintain notes, comments, sketches and supportive data relative to the Project in order to facilitate the revisions of tracings to conform to the construction records. Provide a copy of the daily progress reports to the Owner.
- H. Verify the quantities contained in the construction contractor's pay request and make recommendations to the Owner regarding payment of periodic and final requests for payment.
- I. Services to be performed based upon an average of 6 hours per week for a 10-week period.

EXCLUDED SERVICES

The following services are excluded from this proposal but may be provided under a separate proposal.

- 1) Construction Materials Testing (CMT). The scope of work for the project does not require CMT services.
- 2) Environmental investigations or development of remediation plans.
- 3) Preparation of storm water management plan reports or maintenance of storm water management practices.
- 4) Project review and evaluations during post construction warranty period. If support is needed post construction, IDS can provide a proposal and level of effort based on services needed.

FEE SUMMARY

The following fees are provided below for the scope of services described herein. These services will be invoiced monthly based on progress reported by us, subject to your verification and consistent with the terms of our existing Master Services Agreement with Midtown. Reimbursable expenses will be billed at cost and include, but are not limited to, reproduction and deliveries.

Construction Management & Inspection	\$ 39,358	Hourly
Reimbursable Expenses	\$ 1,500	Estimated
Total Fees:	\$ 40,858	Estimated

We appreciate the opportunity to submit this proposal to you and look forward to working with you on this project. Should you have any questions, please contact either of us.

Sincerely,



Carol D. Harrison, P.E., PMP, ENV SP
Vice President of Public Works



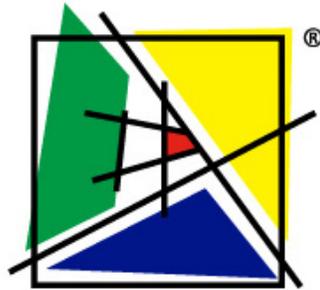
Timothy E. Buscha, P.E., CFM
President

\\idseg.com\fs\Projects\1100\117401504 PSA 2021 WO 01B\PM\010 Proposal\Midtown Planting Improvements Phase 1\Proposal for Midtown Planting Improvements Ph 1 CMI.docx

Midtown Planting Improvements Phase 1
Contract Duration: 75 Days to Substantial, 90 days to Final

TASK	DESCRIPTION/JOB CATEGORY	CONSTRUCTION MANAGER	CONSTRUCTION OBSERVER	CONSTRUCTION ADMIN	TOTAL HOURS	TOTAL LABOR COST
Construction Management & Administration						
	Pre-Construction					
	Prepare conformed contract and route for signatures	1		6	7	\$ 1,089.00
	Prepare and Attend Pre-Construction Meeting	3		1	4	\$ 1,108.00
	Prepare meeting minutes	1			1	\$ 327.00
	Project Setup	1		3	4	\$ 708.00
	Construction					
	Prepare Pay Estimates (4 total)	2		8	10	\$ 1,670.00
	Progress Meeting & Minutes (assume 6)	12		6	18	\$ 4,686.00
	Submittal Administration	5		10	15	\$ 2,905.00
	RFI Administration	3		6	9	\$ 1,743.00
	Change Orders	6		6	12	\$ 2,724.00
	Correspondence & Coordination	4		4	8	\$ 1,816.00
	Substantial Completion Inspection (assume 3 separate walks)	12		1	13	\$ 4,051.00
	Final Inspection (assume 3 separate walks)	6		1	7	\$ 2,089.00
	Closeout					
	Assemble closeout information	1		2	3	\$ 581.00
Field Observation Services						
	Pre-Construction Meeting		1		1	\$ 167.00
	Site Inspection (Approx ~10 weeks at 6 hrs/week)		60		60	\$ 10,020.00
	Review Pay Estimates (4 total @ 1 hours each)		4		4	\$ 668.00
	Substantial Completion Inspection		12		12	\$ 2,004.00
	Punchout		6		6	\$ 1,002.00
	TOTAL	57	83	54	194	\$ 39,358.00
	Contract Labor Rates	\$ 327.00	\$ 167.00	\$ 127.00		
	TOTAL LABOR COSTS	\$ 18,639.00	\$ 13,861.00	\$ 6,858.00		
Reimbursable Expenses						\$ 1,500.00
TOTAL						\$ 40,858.00

* Assumes overlap with Main Street Planting Improvements project



midtown
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8.b.

**MIDTOWN PLANTING
IMPROVEMENT PHASE I
CONSTRUCTION OBSERVATION**

AGENDA ITEM	Midtown Planting Improvements Phase 1 – Construction Phase Observation Work Order
REQUEST	Authorize the execution of work order by the appropriate officers of the Authority in an amount not to exceed \$23,400 as part of existing professional services agreement with Design Workshop to provide construction phase observation services for the Midtown Planting Improvements Phase 1 project.
ITEM HISTORY	<p>March 2025: Midtown Parks Conservancy held public procurement process for landscape improvements at Midtown Park, Bagby Park, and Bagby Street streetscape (St Joseph Parkway to Tuam Street)</p> <p>January 2026: Midtown Redevelopment Authority Board authorizes award of construction contract to Landscape Art in amount of \$1,013,340.72.</p>
DESCRIPTION	<p>Authority Staff is requesting authorization of \$23,400 of the budget allocated for T-0207 – Operating of Zone & Project Facilities to enter into an agreement for construction phase observation services of landscape improvements at Midtown Park, Bagby Park, and Bagby Street streetscape (St Joseph Parkway to Tuam Street). The project includes site preparation, installation of new plant material (shrubs, perennials, groundcover, trees), and installation of aggregate surfacing.</p> <p>The Construction Phase Observation scope of work includes construction site visits, design clarifications, progress reports, substantial completion punch list, and final completion punch list.</p> <p>This is a continuation of work previously provided by Design Workshop. Design Workshop is a pre-qualified firm to provide Landscape Architecture Services to MRA as selected through a competitive Request for Qualifications (RFQ) process.</p>
CONTACTS	MRA: Marlon Marshall, Sr. Director, Engineering and Strategic Development

ATTACHMENT B

Form of Work Order

WORK ORDER NO. 3

This Work Order No. 3 (this "Work Order") is issued subject to and is governed by that certain Professional Services Agreement between Midtown and Consultant dated as of Feb 19th, 2026 (the "PSA").

Work Order Date: February 19, 2026

Consultant: Design Workshop, Inc.

Type of Compensation: Cost Plus, Time & Materials, Firm Fixed Price, Lump Sum (Circle and set forth price if Firm Fixed Price or Lump Sum)

Compensation: \$23,400

Location of Services: Houston, Texas - Midtown District

Description of Services: Construction observation for planting improvements associated with Bagby Street, Bagby Park, and Midtown Park

Schedule Requirements: Commencement of Services: February, 2026

Completion of Services: May, 2026

Midtown:

MIDTOWN REDEVELOPMENT
AUTHORITY

By: _____

Printed Name and Title

Date: _____

Consultant:

Design Workshop, Inc.

By:  _____
Alex Ramirez, PLA Principal

Printed Name and Title

Date: February 19th, 2026

[End of Attachment B]

Proposal for Midtown Planting Improvements Phase 1

Houston, Texas

2/19/26

Project Description

Design Workshop will complete Construction Observation services for the Planting Improvements associated with Bagby Street, Bagby Park and Midtown Park.

Scope of Services

The following narrative describes a comprehensive list of services required to observe construction activities for the project. Efficient organization of the work will be essential to completing the project in a timely manner. Although the following narrative is organized in a linear format, several sub-tasks may occur in parallel or concurrently.

The scope of services to be provided under this agreement includes the following tasks:

Task 1 Construction Observation

Task 1. Construction Observation

The objective of this phase is to observe landscape construction for conformance with the drawings and specifications. Design Workshop will make periodic site visits, as described below, to assess the progress and quality of the work and determine whether it aligns with the design intent and contract documents. Based on these observations, the Design Workshop team will keep the Client informed and may recommend rejection of work that does not meet the contract requirements.

The Client understands that construction observation is an essential part of Design Workshop's and its subconsultants' process. These services allow Design Workshop to monitor construction at appropriate intervals, advise the contractor and Client of any issues, and document any observed problems. If the Client elects not to retain Design Workshop to provide construction observation services, the Client acknowledges and accepts the risk that deviations from the design intent or failures by the contractor to properly implement the requirements of the contract documents may not be identified.

The specific tasks to be completed are as follows:

Landscape Architecture

1. Attend weekly construction meetings, including a pre-construction meeting, with contractor and subcontractors as part of the site visit schedule.
2. Conduct weekly site visits and provide progress reports indicating the progress of the project, quality of construction, specific problem areas and state of completion.
3. Respond to requests for clarifications.
4. Prepare and submit landscape architecture-related construction change directives/supplemental instructions, as needed, for items designed by Design Workshop.
5. Select and tag plant material for conformance to specifications at place of growth including tagging replacement plant materials, if necessary, at supply source with the contractor (maximum of one (1) trip).
6. Review and approve product submittals, shop drawings, samples, mock-ups and other submissions of the contractor for compliance with Construction Documents.
7. Review and comment on contractor payment applications only. Design Workshop will not sign or otherwise authorize. This will be the responsibility of the construction administrator or manager or owner.
8. Observe hardscape layouts and quality of workmanship, as required.
9. Observe landscape grading and drainage.
10. Observe location and quality of plant material and installation.
11. Observe layout and installation of irrigation systems and specified coverage tests, as required.
12. Conduct substantial completion walk-through to review contractor punch list.
13. At the end of establishment period, Design Workshop shall conduct a final inspection and, upon finding the project acceptable, Design Workshop will recommend acceptance of the landscape installation.

Proposal for Midtown Planting Improvements Phase 1

Houston, Texas

2/19/26

This proposal includes Professional Service time for up to forty-three (43) site visits/construction observation meetings as follows:

Pre-construction meeting (virtual)	1
Weekly construction progress meeting (virtual)	13
Construction Observation site visits (2x/week)	26
Nursery visit(s)	1
Substantial completion punch list / approve beginning of maintenance/establishment	1
Final Walk/Acceptance of established landscape	1
Total Meetings and Site Visits	43

Additional meetings shall be approved in writing by the Client and billed as Additional Services.

Design Workshop will endeavor to secure compliance by the Contractor to the landscape plans and specifications. However, Design Workshop will not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work. Design Workshop will not be responsible for the Contractor's errors or omissions or failure to carry out the work in accordance with the contract documents. Any discrepancies shall be brought to the attention of Design Workshop for clarification.

Project Conditions

1. Client/Client Rep. coordination may need extra time if Design Workshop has to coordinate with multiple stakeholders.
2. Owner project delivery model is assumed to be design-bid-build with single prime General Contractor. Other delivery models may affect Design Workshop fees (Design-Bid-Build, GMP, Design Build, etc.)
3. Where landscape development will occur over structure including, but not limited to: overhead decks and patios, Design Workshop's scope of work will begin above the slab, protection board, and waterproofing level. All structural, mechanical, waterproofing, and protection of such structures are by other consultants and excluded from Design Workshop's scope of work.
4. Site improvements including roads, parking areas, curbs and gutters, underground utilities, final grading, and connections to the engineering drainage plan are designed and documented by Civil Engineers.
5. Design Workshop uses Autodesk Civil 3D® for design modeling and drawing production. All CAD products shall be provided to Design Workshop in AutoCAD-compatible formats and Design Workshop shall not be responsible for inaccuracies in such base data or lack of coordination of such. Therefore, BIM modeling and drawing production except in Civil 3D is excluded from Design Workshop's scope.
6. In the event Client uses Design Workshop's work product without retaining Design Workshop to either finalize the Construction Documents or to perform construction observation services, Client releases Design Workshop and Design Workshop's consultant(s) from all claims and causes of action arising from such uses. Client, to the fullest extent permitted by law, further agrees to indemnify and hold harmless Design Workshop and its consultants from all costs and expenses, including the cost of defense and attorneys' fees, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from such use of the documents by Client.
7. The Client shall include in its agreement with the contractor a warranty on behalf of the contractor that its work will conform to the requirements of the plans and specifications prepared by Design Workshop and any other applicable contract documents. The Client shall also include in its agreement with the contractor a requirement that the contractor not deviate from or change Design Workshop's design without prior written approval from Design Workshop. The Client shall provide Design Workshop with a complete copy of the executed agreement between Client and Contractor, including all exhibits, specifications and addenda.
8. Design Workshop does not perform construction administration, but will observe progress and quality of construction, provide interpretations of design documents and advise the Client accordingly. The term "construction administration" if used in the master agreement shall not apply to Design Workshop or its subconsultants.

Proposal for Midtown Planting Improvements Phase 1

Houston, Texas

2/19/26

Project Exclusions

1. REVISIONS TO SITE AREA OR PROJECT SCOPE OF WORK

- a. Design and engineering scope of services required because of changes to the Project including, but not limited to: changes in size or location of project area, quality and complexity, schedule, program, or budget.

2. ADDITIONAL GRAPHIC DELIVERABLES

- a. Design directions and/or alternate solutions after the completion of the construction documentation package;
- b. Preparation of marketing, fundraising, promotional, and collateral material such as renderings, graphics, etc. not listed herein;
- c. Production of fully-rendered 3D (or physical) model or fly-through.

3. CERTIFICATIONS AND PERMITS

- a. Services in conjunction with permit submissions, applications, entitlements, and/or presentations to regulatory agencies except as defined herein;
- b. Coordination and documentation of sustainable design requirements, e.g., LEED, Well Building, Living Building Challenge, or SITES, certification unless contracted.

4. VALUE ENGINEERING

- a. Value engineering work due to a change in budget allocation or change in budget after approval/completion of Documents for the Phase;
- b. Value engineering work related to delivery of the project by a Construction Manager, GC, or other such Contractor of the Owner on a "shared savings" basis.

5. CONSTRUCTION OBSERVATION

- a. Phased document (plans and technical specifications) preparation for phased Construction Observation services, including "early bid" packages, except as defined herein;
- b. Construction observation for discrete projects or items which may begin prior to completion of construction documents;
- c. Additional time required in the construction observation phase other than the hours defined herein;
- d. Deductive or additive change orders requested by Client after the completion of construction documents;
- e. Preparation of record drawings or of measured drawings of existing conditions;
- f. Rework of design documents due to misinterpretation by the Contractor, or as the result of substitution of product or materials specified.

6. MEETINGS AND SITE VISITS

- a. In person, web, and site meetings in addition to the number indicated in base scope of services of this agreement.

Schedule

Task 7	Construction Observation	13 weeks
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Proposal for Midtown Planting Improvements Phase 1

Houston, Texas

2/19/26

Fees & Expenses

Compensation to Design Workshop for the services described herein and in accordance with the conditions of this agreement shall be for a lump sum fee of \$23,400.

Compensation to Design Workshop for the services described herein and in accordance with the conditions of this agreement shall be on an hourly basis per Design Workshop's current published rate schedule. Design Workshop's fee estimate is based on Client's representation to Design Workshop regarding the scope and anticipated cost of the Project. Client shall be responsible for payment of Design Workshop's services at the hourly rates agreed to, even if the total fee exceeds the estimate.

The estimated fees are as follows:

Task 8	Construction Observation	\$23,400
Total Professional Fees (Labor Only)		\$23,400

Reimbursable Expenses

Reimbursable expenses are in addition to compensation for Basic Services. Reimbursable expenses incurred by Design Workshop and consultants directly related to the project such as, but not limited to: travel, photography, phone charges, video conference charges, and printing expenses, shall be billed at Design Workshop's cost, plus ten percent (10%).

Anticipated Reimbursable Expenses

\$1,000

Additional Services

Services in addition to those described above are to be compensated on a Time and Materials basis per Design Workshop's current published rate schedule. Additional services will include, but are not limited to: redesign of previously approved work, major revisions to program, and/or expansion of scope of services. Whenever practical, changes, additions, or modifications to the scope of services shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due Design Workshop, provided the change was in fact approved and ordered by the Client.

Payment Terms

This is a lump sum contract and will be billed monthly as a percentage completed for each phase of the work.

Invoices will be mailed from Design Workshop's office by the 10th of each month. Invoices are payable within 30 days of the date of billing. Invoicing shall be specific to each major task and will describe the completed portion of the services.

Acceptance

This Agreement is entered into between Design Workshop, Inc. and the Midtown Redevelopment Authority / owner or reputed owner of the property to be benefited by Design Workshop's services.

If this contract meets with your approval, please sign below and return one (1) copy of our file.

If this agreement is not accepted within two (2) months from the date of receipt, the offer to perform the services described may be withdrawn and Design Workshop may renegotiate this proposal.

The Client agrees that they have read and understood the Contract Provisions attached hereto and incorporated herein by reference.

Proposal for Midtown Planting Improvements Phase 1

Houston, Texas

2/19/26

DESIGN WORKSHOP, INC.

Signature: *Alex Ramirez*

Date: 2/19/26

Name: Alex Ramirez

Title: Principal

APPROVED BY CLIENT

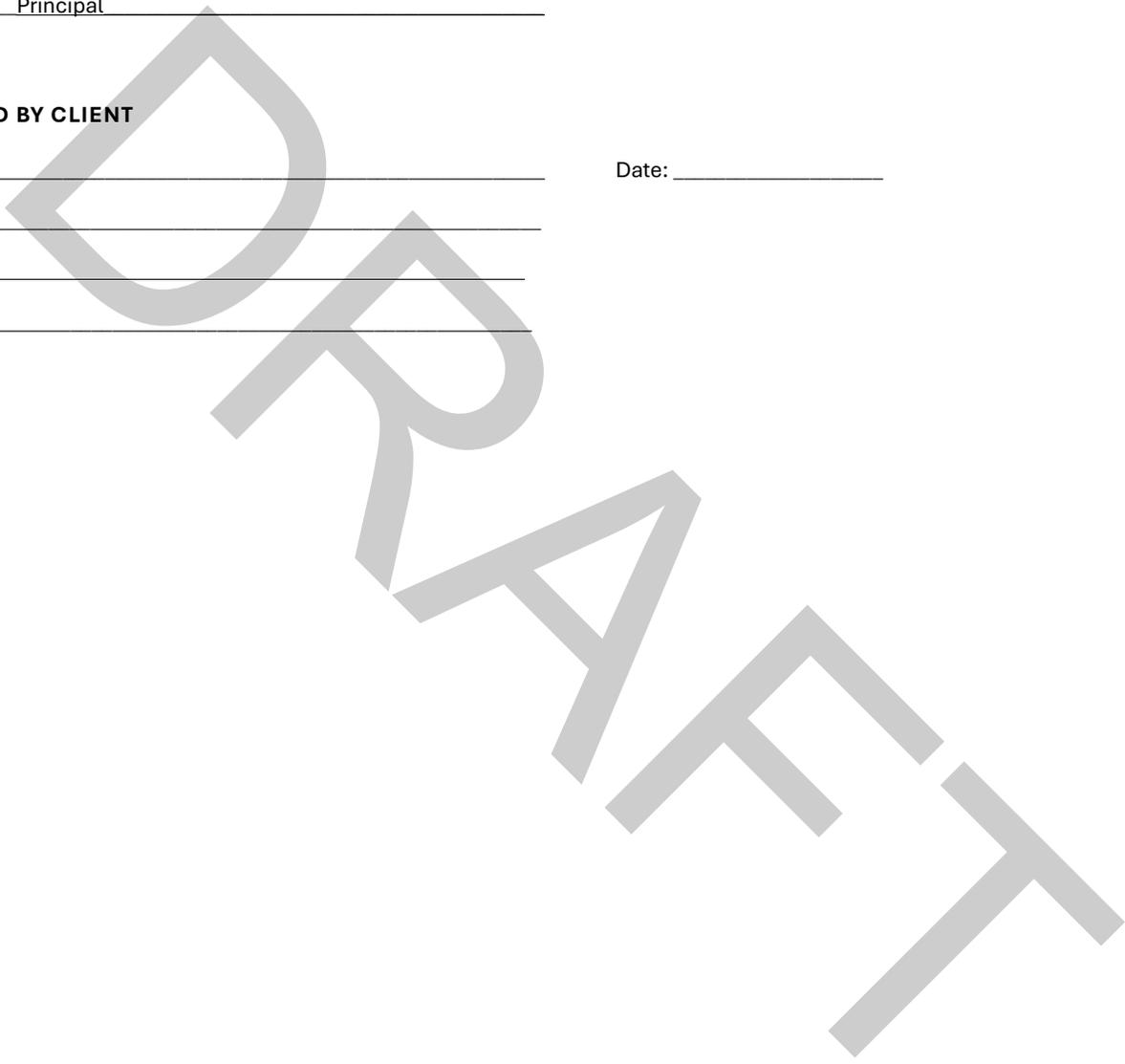
Signature: _____

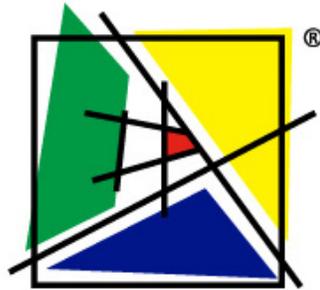
Date: _____

Name: _____

Company: _____

Title: _____





midtown
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9. a.

**MAIN STREET PLANTING
IMPROVEMENTS CONSTRUCTION
MANAGEMENT**

AGENDA ITEM	Main Street Planting Improvements – Construction Management & Inspection Work Order
REQUEST	Authorize the execution of work order by the appropriate officers of the Authority in an amount not to exceed \$37,894.00 as part of existing professional services agreement with IDS Engineering Group to provide construction management and inspection services for the Main Street Planting Improvements project.
ITEM HISTORY	<p>September 2025: Midtown Parks Conservancy held public procurement process for landscape improvements along Main Street (Gray Street to Wheeler Avenue)</p> <p>January 2026: Midtown Redevelopment Authority Board authorizes award of construction contract to SMC Landscape Services in amount of \$805,866.62.</p>
DESCRIPTION	<p>Authority Staff is requesting authorization of \$37,894.00 of the budget allocated for T-0207 – Operating of Zone & Project Facilities to enter into an agreement to manage and inspect the construction process for landscape improvements along Main Street streetscape and rail esplanade between Gray Street and Wheeler Avenue. The project includes site preparation, installation of new plant material (shrubs, perennials, groundcover, trees), and one-year maintenance period.</p> <p>The Construction Management & Inspection scope of work includes construction project management, contract administration, documentation control, and technical onsite inspection to ensure contractor compliance.</p> <p>This is a continuation of work previously provided by IDS Engineering Group. IDS is a pre-qualified firm to provide Construction Management and Inspection Services to MRA as selected through a competitive Request for Qualifications (RFQ) process.</p>
CONTACTS	MRA: Marlon Marshall, Sr. Director, Engineering and Strategic Development

ATTACHMENT B

Form of Work Order

WORK ORDER NO. 8

This Work Order No. 8 (this "Work Order") is issued subject to and is governed by that certain Professional Services Agreement between Midtown and Consultant dated as of Nov. 4, 2021 (the "PSA").

Work Order Date: February 19, 2026

Consultant: IDS Engineering Group

Type of Compensation: Cost Plus, Time & Materials, Firm Fixed Price, Lump Sum (Circle and set forth price if Firm Fixed Price or Lump Sum)

Compensation: \$ 37,894

Location of Services: Midtown Main Street Planting Improvements

Description of Services: Construction Management & Inspection Services (see attached)

Schedule Requirements: Commencement of Services: 2/19/2026

Completion of Services: 8/19/2026

Midtown:

MIDTOWN REDEVELOPMENT
AUTHORITY

By: _____

Printed Name and Title

Date: _____

Consultant:

IDS Engineering Group

By: Carol D. Harrison

Carol Harrison, P.E., Vice President of Public Works
Printed Name and Title

Date: February 19, 2026

[End of Attachment B]

February 16, 2026

Midtown Redevelopment Authority
410 Pierce, Ste. 355
Houston, Texas 77002

Attention: Mr. Marlon Marshall

Reference: Construction Management and Inspection Services (CM&I)
for Midtown Main Street Planting Improvements
Houston, Texas
IDS Project No. 1174-018-00

Dear Mr. Marshall:

IDS Engineering Group (IDS) is pleased to present our proposal to provide construction management and inspection services (CM&I) for the Midtown Main Street Planting Improvements for Midtown Redevelopment Authority (Owner). The anticipated duration of the project is 90 calendar days. Project representation by the Construction Manager, Construction Administrator, and Field Observer will vary over the course of the project and will be dependent on construction activities. IDS will provide construction management, construction administration and construction observation services. No construction materials testing (CMT) is required for this project.

Specifically, our services will include the following items:

1. CONSTRUCTION PROJECT MANAGEMENT SERVICES

- A. Familiarization with studies, reports, etc., prepared in advance of or during design of the Project.
- B. Review of working drawings and specifications related to the Project design where appropriate. Provide advice and consultation concerning such documents, including particularly their adequacy, accuracy and constructability.
- C. Conduct the pre-construction conference, and record and distribute the meeting minutes.
- D. Conduct progress and coordination meetings that include the Owner, Design Team, Contractor and others prior to and during the construction phase of the Project and/or coordinate the above-mentioned parties.
- E. Discuss design clarifications and recommendations with Owner and Design Team to assist in resolving field problems relating to the construction.
- F. Monitor construction progress and schedule. Review the Contractor's schedule to ensure that it indicates duration, sequencing for major construction activities, and

- identifies critical activities. Monitor and report the status of key decisions and issues influential to the progress of the work.
- G. Administer the construction contract to achieve timely completion of the construction of the Project.
 - H. Prepare and process construction contract change orders. Maintain a record of all field orders, directives, time extensions, and requests for information, proposals, and change orders. Evaluate and negotiate change orders as authorized and approved by the Owner and make recommendations regarding change orders to the Owner.
 - I. Provide advice, reviews, and assistance to the Owner and Design Team in connection with the construction of the Project.
 - J. Assist with the analysis and defense of claims relating to the Project and maintain Project records to support this effort.
 - K. Assist Owner and Design Team with all utility corporations and governmental agencies regarding crossings, closings, and/or relocations. These shall include, but not be limited to railroads, transit lines, power companies, telephone and telegraph companies, gas line corporations, adjacent municipalities, county agencies, water supply and sewerage districts, drainage and levee districts, and other local public entities.
 - L. Perform review, coordination, and liaison work between Owner and Design Team, and interested public or private entities to achieve maximum efficiency and continuity in the construction of Project.
 - M. Perform, together with the Owner's representatives, observations of the construction site to determine the dates of substantial and final completion of the work. Construction Project Manager shall make a recommendation to the Owner as to the proper date for the issuance of the final certificate of payment.
 - N. Observe the construction site, together with the Owner, no less than thirty days and no more than forty-five days before the expiration of the correction period established by the Contract Documents. Further, the Construction Project Manager, within fourteen days after such observation, shall furnish the Owner with a written report enumerating items that require repair or replacement as provided under the correction period provisions of the Contract Documents.
 - O. Ensure that closeout documents are submitted and processed in a timely fashion, including coordination of the final estimate.
 - P. Assist in the completion and acceptance procedures and tests required for the Project.

2. CONSTRUCTION ADMINISTRATION SERVICES

- A. Processing of product submittals, laboratory, shop, and mill tests of material and equipment for general conformity with Construction Document requirements and report to the Owner in writing on such matters.
- B. Processing of all Request for Information (RFI) and maintaining a log of all such documents for the duration of the construction process.
- C. Establish and Maintain Document Control (Filing) System to include all records, certificates, guarantees, warranties and releases required from the construction contractor(s). Maintain an all-inclusive file for transmittal to the Owner at the completion of the Project.

3. PROJECT CONTROLS SERVICES

- A. Prepare and distribute, as required, monthly status reports to include budget information, current estimates of Construction Cost and schedule, obligations and action items required, status of change orders, anticipated change orders, expenditures and estimated cost at completion, contractor payment reports, and other information necessary to define the current Project status.
- B. Maintain a record of all field orders, directives, time extensions, and requests for information, proposals, and change orders.

4. CONSTRUCTION OBSERVATION SERVICES

Such services shall consist of the close, technical, on-site examination of the materials, structures, equipment and workmanship and methods used by the construction contractor to ensure that the Project is constructed in compliance with the Construction Documents and according to good construction practices. Such services shall include, but not be limited to, the following:

- A. Provide on-site observation of the progress and quality of work for the construction contract. Advise the Owner of any observed deviations from the Construction Documents in a timely manner so as to minimize delay in the progress of the work.
- B. Inspect and observe the construction contractor's activities to verify that the work complies with the Construction Documents for the Project. Notify the Owner if the construction contractor's work is not in compliance with Construction Documents including all addendums and change orders and notify the Owner of any failure of the construction contractor to take measures to place such work in compliance.
- C. Inspect and observe the materials and equipment being incorporated into the work to assure that they are handled, stored and installed properly and adequately and are in compliance with the Construction Documents for the Project.

- D. Identify problems encountered in accomplishing the work and recommend the appropriate action to the Owner for resolution of problems to minimize impact on timely completion of the Project.
- E. Attend and participate in meetings with the Owner and the construction contractor(s) when requested by the Owner.
- F. Maintain a daily progress report to record work performed and significant job events.
- G. Assemble and maintain notes, comments, sketches and supportive data relative to the Project in order to facilitate the revisions of tracings to conform to the construction records. Provide a copy of the daily progress reports to the Owner.
- H. Verify the quantities contained in the construction contractor's pay request and make recommendations to the Owner regarding payment of periodic and final requests for payment.
- I. Services to be performed based upon an average of 6 hours per week for a 10-week period.

EXCLUDED SERVICES

The following services are excluded from this proposal but may be provided under a separate proposal.

- 1) Construction Materials Testing (CMT). The scope of work for the project does not require CMT services.
- 2) Environmental investigations or development of remediation plans.
- 3) Preparation of storm water management plan reports or maintenance of storm water management practices.
- 4) Project review and evaluations during post construction warranty period. If support is needed post construction, IDS can provide a proposal and level of effort based on services needed.

FEE SUMMARY

The following fees are provided below for the scope of services described herein. These services will be invoiced monthly based on progress reported by us, subject to your verification and consistent with the terms of our existing Master Services Agreement with Midtown. Reimbursable expenses will be billed at cost and include, but are not limited to, reproduction and deliveries.

Construction Management & Inspection	\$ 36,394	Hourly
Reimbursable Expenses	\$ 1,500	Estimated
Total Fees:	\$ 37,894	Estimated

We appreciate the opportunity to submit this proposal to you and look forward to working with you on this project. Should you have any questions, please contact either of us.

Sincerely,



Carol D. Harrison, P.E., PMP, ENV SP
Vice President of Public Works



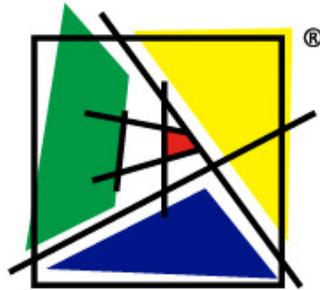
Timothy E. Buscha, P.E., CFM
President

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Planting Improvements CMI.docx

Midtown Main Street Planting Improvements
Contract Duration: 75 Days to Substantial, 90 days to Final

TASK	DESCRIPTION/JOB CATEGORY	CONSTRUCTION MANAGER	CONSTRUCTION OBSERVER	CONSTRUCTION ADMIN	TOTAL HOURS	TOTAL LABOR COST
Construction Management & Administration						
	Pre-Construction					
	Prepare conformed contract and route for signatures	1		6	7	\$ 1,089.00
	Prepare and Attend Pre-Construction Meeting	3		1	4	\$ 1,108.00
	Prepare meeting minutes	1			1	\$ 327.00
	Project Setup	1		3	4	\$ 708.00
	Construction					
	Prepare Pay Estimates (4 total)	2		8	10	\$ 1,670.00
	Progress Meeting & Minutes (assume 6)	12		6	18	\$ 4,686.00
	Submittal Administration	5		10	15	\$ 2,905.00
	RFI Administration	3		6	9	\$ 1,743.00
	Change Orders	6		6	12	\$ 2,724.00
	Correspondence & Coordination	4		4	8	\$ 1,816.00
	Substantial Completion Inspection (assume 2 walks)	8		1	9	\$ 2,743.00
	Final Inspection (assume 1 walks)	4		1	5	\$ 1,435.00
	Closeout					
	Assemble closeout information	1		2	3	\$ 581.00
Field Observation Services						
	Pre-Construction Meeting		1		1	\$ 167.00
	Site Inspection (Approx ~10 weeks at 6 hrs/week)		60		60	\$ 10,020.00
	Review Pay Estimates (4 total @ 1 hours each)		4		4	\$ 668.00
	Substantial Completion Inspection		8		8	\$ 1,336.00
	Punchout		4		4	\$ 668.00
	TOTAL	51	77	54	182	\$ 36,394.00
	Contract Labor Rates	\$ 327.00	\$ 167.00	\$ 127.00		
	TOTAL LABOR COSTS	\$ 16,677.00	\$ 12,859.00	\$ 6,858.00		
Reimbursable Expenses						\$ 1,500.00
TOTAL						\$ 37,894.00

* Assumes overlap with Midtown Planting Improvements Phase 1 project



midtown
H O U S T O N

9. b.

**MAIN STREET PLANTING
IMPROVEMENTS CONSTRUCTION
OBSERVATION**

AGENDA ITEM	Main Street Planting Improvements – Construction Phase Observation Work Order
REQUEST	Authorize the execution of work order by the appropriate officers of the Authority in an amount not to exceed \$17,600 as part of existing professional services agreement with Design Workshop to provide construction phase observation services for the Main Street Planting Improvements project.
ITEM HISTORY	<p>September 2025: Midtown Parks Conservancy held public procurement process for landscape improvements along Main Street (Gray Street to Wheeler Avenue)</p> <p>January 2026: Midtown Redevelopment Authority Board authorizes award of construction contract to SMC Landscape Services in amount of \$805,866.62.</p>
DESCRIPTION	<p>Authority Staff is requesting authorization of \$17,600 of the budget allocated for T-0207 – Operating of Zone & Project Facilities to enter into an agreement for construction for landscape improvements along Main Street streetscape and rail esplanade between Gray Street and Wheeler Avenue. The project includes site preparation, installation of new plant material (shrubs, perennials, groundcover, trees), and one-year maintenance period.</p> <p>The Construction Phase Observation scope of work includes construction site visits, design clarifications, progress reports, substantial completion punch list, and final completion punch list.</p> <p>This is a continuation of work previously provided by Design Workshop. Design Workshop is a pre-qualified firm to provide Landscape Architecture Services to MRA as selected through a competitive Request for Qualifications (RFQ) process.</p>
CONTACTS	MRA: Marlon Marshall, Sr. Director, Engineering and Strategic Development

ATTACHMENT B

Form of Work Order

WORK ORDER NO. 4

This Work Order No. 4 (this "Work Order") is issued subject to and is governed by that certain Professional Services Agreement between Midtown and Consultant dated as of Feb 19th, 2026 (the "PSA").

Work Order Date: February 19, 2026

Consultant: Design Workshop, Inc.

Type of Compensation: Cost Plus, Time & Materials, Firm Fixed Price, Lump Sum (Circle and set forth price if Firm Fixed Price or Lump Sum)

Compensation: \$17,600

Location of Services: Houston, Texas - Midtown District

Description of Services: Construction observation for planting improvements associated with Main Street.

Schedule Requirements: Commencement of Services: February, 2026

Completion of Services: May, 2026

Midtown:

MIDTOWN REDEVELOPMENT
AUTHORITY

By: _____

Printed Name and Title

Date: _____

Consultant:

Design Workshop, Inc.

By: 
Alex Ramirez, PLA Principal

Printed Name and Title

Date: February 19th, 2026

[End of Attachment B]

Proposal for Midtown Planting Improvements – Main Street

Houston, Texas

2/19/26

Project Description

Design Workshop will complete Construction Observation services for the Planting Improvements associated with Main Street.

Scope of Services

The following narrative describes a comprehensive list of services required to observe construction activities for the project. Efficient organization of the work will be essential to completing the project in a timely manner. Although the following narrative is organized in a linear format, several sub-tasks may occur in parallel or concurrently.

The scope of services to be provided under this agreement includes the following tasks:

Task 1 Construction Observation

Task 1. Construction Observation

The objective of this phase is to observe landscape construction for conformance with the drawings and specifications. Design Workshop will make periodic site visits, as described below, to assess the progress and quality of the work and determine whether it aligns with the design intent and contract documents. Based on these observations, the Design Workshop team will keep the Client informed and may recommend rejection of work that does not meet the contract requirements.

The Client understands that construction observation is an essential part of Design Workshop's and its subconsultants' process. These services allow Design Workshop to monitor construction at appropriate intervals, advise the contractor and Client of any issues, and document any observed problems. If the Client elects not to retain Design Workshop to provide construction observation services, the Client acknowledges and accepts the risk that deviations from the design intent or failures by the contractor to properly implement the requirements of the contract documents may not be identified.

The specific tasks to be completed are as follows:

Landscape Architecture

1. Attend weekly construction meetings, including a pre-construction meeting, with contractor and subcontractors as part of the site visit schedule.
2. Conduct weekly site visits and provide progress reports indicating the progress of the project, quality of construction, specific problem areas and state of completion.
3. Respond to requests for clarifications.
4. Prepare and submit landscape architecture-related construction change directives/supplemental instructions, as needed, for items designed by Design Workshop.
5. Select and tag plant material for conformance to specifications at place of growth including tagging replacement plant materials, if necessary, at supply source with the contractor (maximum of one (1) trip).
6. Review and approve product submittals, shop drawings, samples, mock-ups and other submissions of the contractor for compliance with Construction Documents.
7. Review and comment on contractor payment applications only. Design Workshop will not sign or otherwise authorize. This will be the responsibility of the construction administrator or manager or owner.
8. Observe hardscape layouts and quality of workmanship, as required.
9. Observe landscape grading and drainage.
10. Observe location and quality of plant material and installation.
11. Observe layout and installation of irrigation systems and specified coverage tests, as required.
12. Conduct substantial completion walk-through to review contractor punch list.
13. At the end of establishment period, Design Workshop shall conduct a final inspection and, upon finding the project acceptable, Design Workshop will recommend acceptance of the landscape installation.

Proposal for Midtown Planting Improvements – Main Street

Houston, Texas

2/19/26

This proposal includes Professional Service time for up to forty-three (43) site visits/construction observation meetings as follows:

Pre-construction meeting (virtual)	1
Weekly construction progress meeting (virtual)	13
Construction Observation site visits (2x/week)	26
Nursery visit(s)	1
Substantial completion punch list / approve beginning of maintenance/establishment	1
Final Walk/Acceptance of established landscape	1
Total Meetings and Site Visits	43

Additional meetings shall be approved in writing by the Client and billed as Additional Services.

Design Workshop will endeavor to secure compliance by the Contractor to the landscape plans and specifications. However, Design Workshop will not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work. Design Workshop will not be responsible for the Contractor's errors or omissions or failure to carry out the work in accordance with the contract documents. Any discrepancies shall be brought to the attention of Design Workshop for clarification.

Project Conditions

1. Client/Client Rep. coordination may need extra time if Design Workshop has to coordinate with multiple stakeholders.
2. Owner project delivery model is assumed to be design-bid-build with single prime General Contractor. Other delivery models may affect Design Workshop fees (Design-Bid-Build, GMP, Design Build, etc.)
3. Where landscape development will occur over structure including, but not limited to: overhead decks and patios, Design Workshop's scope of work will begin above the slab, protection board, and waterproofing level. All structural, mechanical, waterproofing, and protection of such structures are by other consultants and excluded from Design Workshop's scope of work.
4. Site improvements including roads, parking areas, curbs and gutters, underground utilities, final grading, and connections to the engineering drainage plan are designed and documented by Civil Engineers.
5. Design Workshop uses Autodesk Civil 3D® for design modeling and drawing production. All CAD products shall be provided to Design Workshop in AutoCAD-compatible formats and Design Workshop shall not be responsible for inaccuracies in such base data or lack of coordination of such. Therefore, BIM modeling and drawing production except in Civil 3D is excluded from Design Workshop's scope.
6. In the event Client uses Design Workshop's work product without retaining Design Workshop to either finalize the Construction Documents or to perform construction observation services, Client releases Design Workshop and Design Workshop's consultant(s) from all claims and causes of action arising from such uses. Client, to the fullest extent permitted by law, further agrees to indemnify and hold harmless Design Workshop and its consultants from all costs and expenses, including the cost of defense and attorneys' fees, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from such use of the documents by Client.
7. The Client shall include in its agreement with the contractor a warranty on behalf of the contractor that its work will conform to the requirements of the plans and specifications prepared by Design Workshop and any other applicable contract documents. The Client shall also include in its agreement with the contractor a requirement that the contractor not deviate from or change Design Workshop's design without prior written approval from Design Workshop. The Client shall provide Design Workshop with a complete copy of the executed agreement between Client and Contractor, including all exhibits, specifications and addenda.
8. Design Workshop does not perform construction administration, but will observe progress and quality of construction, provide interpretations of design documents and advise the Client accordingly. The term "construction administration" if used in the master agreement shall not apply to Design Workshop or its subconsultants.

Proposal for Midtown Planting Improvements – Main Street

Houston, Texas

2/19/26

Project Exclusions

1. REVISIONS TO SITE AREA OR PROJECT SCOPE OF WORK

- a. Design and engineering scope of services required because of changes to the Project including, but not limited to: changes in size or location of project area, quality and complexity, schedule, program, or budget.

2. ADDITIONAL GRAPHIC DELIVERABLES

- a. Design directions and/or alternate solutions after the completion of the construction documentation package;
- b. Preparation of marketing, fundraising, promotional, and collateral material such as renderings, graphics, etc. not listed herein;
- c. Production of fully-rendered 3D (or physical) model or fly-through.

3. CERTIFICATIONS AND PERMITS

- a. Services in conjunction with permit submissions, applications, entitlements, and/or presentations to regulatory agencies except as defined herein;
- b. Coordination and documentation of sustainable design requirements, e.g., LEED, Well Building, Living Building Challenge, or SITES, certification unless contracted.

4. VALUE ENGINEERING

- a. Value engineering work due to a change in budget allocation or change in budget after approval/completion of Documents for the Phase;
- b. Value engineering work related to delivery of the project by a Construction Manager, GC, or other such Contractor of the Owner on a “shared savings” basis.

5. CONSTRUCTION OBSERVATION

- a. Phased document (plans and technical specifications) preparation for phased Construction Observation services, including “early bid” packages, except as defined herein;
- b. Construction observation for discrete projects or items which may begin prior to completion of construction documents;
- c. Additional time required in the construction observation phase other than the hours defined herein;
- d. Deductive or additive change orders requested by Client after the completion of construction documents;
- e. Preparation of record drawings or of measured drawings of existing conditions;
- f. Rework of design documents due to misinterpretation by the Contractor, or as the result of substitution of product or materials specified.

6. MEETINGS AND SITE VISITS

- a. In person, web, and site meetings in addition to the number indicated in base scope of services of this agreement.

Schedule

Task 1	Construction Observation	13 weeks
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Proposal for Midtown Planting Improvements – Main Street

Houston, Texas

2/19/26

Fees & Expenses

Compensation to Design Workshop for the services described herein and in accordance with the conditions of this agreement shall be for a lump sum fee of \$17,600.

Compensation to Design Workshop for the services described herein and in accordance with the conditions of this agreement shall be on an hourly basis per Design Workshop's current published rate schedule. Design Workshop's fee estimate is based on Client's representation to Design Workshop regarding the scope and anticipated cost of the Project. Client shall be responsible for payment of Design Workshop's services at the hourly rates agreed to, even if the total fee exceeds the estimate.

The estimated fees are as follows:

Task 1	Construction Observation	\$17,600
Total Professional Fees (Labor Only)		\$17,600

Reimbursable Expenses

Reimbursable expenses are in addition to compensation for Basic Services. Reimbursable expenses incurred by Design Workshop and consultants directly related to the project such as, but not limited to: travel, photography, phone charges, video conference charges, and printing expenses, shall be billed at Design Workshop's cost, plus ten percent (10%).

Anticipated Reimbursable Expenses

\$1,000

Additional Services

Services in addition to those described above are to be compensated on a Time and Materials basis per Design Workshop's current published rate schedule. Additional services will include, but are not limited to: redesign of previously approved work, major revisions to program, and/or expansion of scope of services. Whenever practical, changes, additions, or modifications to the scope of services shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due Design Workshop, provided the change was in fact approved and ordered by the Client.

Payment Terms

This is a lump sum contract and will be billed monthly as a percentage completed for each phase of the work.

Invoices will be mailed from Design Workshop's office by the 10th of each month. Invoices are payable within 30 days of the date of billing. Invoicing shall be specific to each major task and will describe the completed portion of the services.

Acceptance

This Agreement is entered into between Design Workshop, Inc. and the Midtown Redevelopment Authority / owner or reputed owner of the property to be benefited by Design Workshop's services.

If this contract meets with your approval, please sign below and return one (1) copy of our file.

If this agreement is not accepted within two (2) months from the date of receipt, the offer to perform the services described may be withdrawn and Design Workshop may renegotiate this proposal.

The Client agrees that they have read and understood the Contract Provisions attached hereto and incorporated herein by reference.

Proposal for Midtown Planting Improvements – Main Street

Houston, Texas

2/19/26

DESIGN WORKSHOP, INC.

Signature: *Alex Ramirez*

Date: 2/19/26

Name: Alex Ramirez

Title: Principal

APPROVED BY CLIENT

Signature: _____

Date: _____

Name: _____

Company: _____

Title: _____

